

**FEBRUARY 14, 2018 CITY COUNCIL AGENDA
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated February 14, 2018. 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.



T.C. Broadnax
City Manager



Date



Elizabeth Reich
Chief Financial Officer



Date

RECEIVED

2018 FEB -2 PM 3:41

CITY SECRETARY
DALLAS, TEXAS



COUNCIL AGENDA

February 14, 2018

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.

Handgun Prohibition Notice for Meetings of Governmental Entities

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

"De acuerdo con la sección 30.06 del código penal (ingreso sin autorización de un titular de una licencia con una pistol 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, FEBRUARY 14, 2018
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 - 32

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 33 - 36

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 37 - 47

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

AGENDA
CITY COUNCIL MEETING
FEBRUARY 14, 2018
CITY OF DALLAS
1500 MARILLA STREET
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 January 24, 2018 City Council Meeting

CONSENT AGENDA

City Attorney's Office

2. A resolution appointing one full-time and two associate (part-time) judicial hearing officers to preside over the City of Dallas municipal court of record for a period until a successor is recommended by the administrative judge and appointed by the city council - Financing: No cost consideration to the City
3. An ordinance amending Chapter 13, "Courts, Fines and Imprisonments," of the Dallas City Code by amending Section 13-3 to **(1)** clarify division names of the municipal court of record; and **(2)** add new divisions of the municipal court of record - Financing: No cost consideration to the City

City Secretary's Office

4. A resolution authorizing an increase in the joint election agreement and election services contract between the City of Dallas and Dallas County for the November 8, 2016 special election - Not to exceed \$7,641, from \$1,100,000 to \$1,107,641 - Financing: General Funds

CONSENT AGENDA (continued)**City Secretary's Office** (continued)

5. A resolution authorizing an increase in the joint election agreement and election services contract between the City of Dallas and Dallas County for the May 6, 2017 general election - Not to exceed \$193,441, from \$816,530 to \$1,009,971 - Financing: General Funds

Department of Aviation

6. Authorize **(1)** acceptance of the FY 2018 grant (Grant No. M1818 DLEX) from the Texas Department of Transportation (TxDOT) Aviation Division for the Routine Annual Maintenance Program at Dallas Executive Airport in an amount not to exceed \$50,000 or 50% of eligible project costs whichever is less; **(2)** a local cash match in the amount of \$50,000 for airport maintenance projects; **(3)** establishment of appropriations in an amount not to exceed \$50,000 in the TxDOT 2018 Routine Airport Maintenance-RAMP Project Fund; **(4)** receipt and deposit of funds in an amount not to exceed \$50,000 in the TxDOT 2018 Routine Airport Maintenance-RAMP Project Fund; and **(5)** execution of the grant agreement - Total not to exceed \$100,000 - Financing: Aviation Current Funds (\$50,000) (subject to appropriations) and Texas Department of Transportation Grant Funds (\$50,000)

Department of Communication and Information Services

7. Authorize an Interlocal Agreement with Dallas County to provide two-way radio service, equipment, antenna space, microwave service and radio system airtime for the period October 1, 2017 through December 31, 2020 - Revenue: \$254,591

Department of Planning and Urban Design

8. Authorize an Interlocal Agreement with the University of Texas at Arlington to facilitate graduate level internships with the City of Dallas Department of Planning and Urban Design - Not to exceed \$35,804 - Financing: General Funds

Department of Sanitation Services

9. Authorize consent to a transfer of control of 100 percent of the ownership interests of Hart Waste Removal, L.P., a solid waste franchisee, from JHart Enterprises, L.C., a Texas limited liability company, formerly known as Hart Brothers Waste Removal, L.P., its general partner, and Jeffrey L. Hart, Jerry K. Hart and Jack M. Hart, Jr., its limited partners (the "Hart Owners") to Ash Creek GP, LLC and Zach Whitt, in accordance with the terms of the franchise ordinance, Chapter XIV of the City Charter and Chapter 18, Article IV, of the Dallas City Code - Financing: No cost consideration to the City
10. Authorize ordinances granting five franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: \$16,032

CONSENT AGENDA (continued)**Department of Sustainable Development and Construction**

11. Authorize **(1)** the quitclaim of 17 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale that will be sold to the highest qualified bidders; and **(2)** the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment (list attached) - Estimated Revenue: \$137,000
12. An ordinance abandoning two portions of Trunk Avenue to Tall Cotton Properties, LTD. and Baylor Health Care System, the abutting owners, containing a total of approximately 9,808 square feet of land, located near its intersection with Elm Street; and authorizing the quitclaim - Revenue: \$220,680, plus the \$20 ordinance publication fee
13. An ordinance abandoning a detention area easement to R.W. Timms TX Investments, LLC, the abutting owner, containing approximately 23,982 square feet of land, located near the intersection of Cleveland Road and Cedardale Drive; and providing for the dedication of approximately 25,620 square feet of land needed for a detention area easement - Revenue: \$5,400, plus the \$20 ordinance publication fee
14. An ordinance abandoning a portion of a water easement to HEB Grocery Company, LP, the abutting owner, containing approximately 220 square feet of land, located near the intersection of Midway Road and Northwest Highway - Revenue: \$5,400, plus the \$20 ordinance publication fee

Department of Transportation

15. Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation (TxDOT) through a grant from the U.S. Department of Transportation Federal Highway Administration for the Highway Safety Improvement Program (HSIP) (Grant No. CSJ 0918-47-128, etc., CFDA No. 20.205) to provide cost reimbursement for material and labor costs incurred by the City of Dallas for intersection and traffic signal improvements at five locations: Royal Lane and Abrams Road, Skillman Street and Walnut Hill Lane, Skillman Street and Lovers Lane, Walnut Hill Lane and Abrams Road, and Webb Chapel Road and Larga Drive; **(2)** establishment of appropriations in an amount not to exceed \$104,066 in the TxDOT-Traffic Signal Improvements-5 Off-system Intersections-Royal-HSIP Fund; and **(3)** receipt and deposit of funds from TxDOT in an amount not to exceed \$104,066 - Not to exceed \$104,066 - Financing: Texas Department of Transportation Grant Funds
16. Authorize a five-year professional services contract, with two one-year renewal options for the operation and maintenance support and oversight work for the Klyde Warren Park Tunnel, similar facilities and other related tasks - Jacobs Engineering Group, Inc., most advantageous proposer of two in Category 8 - Not to exceed \$3,771,672 - Financing: General Funds (subject to annual appropriations)

CONSENT AGENDA (continued)**Housing & Neighborhood Revitalization**

17. Authorize an amendment to Resolution No. 15-1671, previously approved on September 9, 2015, with East Dallas Community Organization for construction of 8 homes for low and moderate mixed income families to **(1)** extend the HOME loan agreement and the Bond conditional grant agreement from September 9, 2017 to December 31, 2018; and **(2)** amend the terms to incorporate contract thresholds - Financing: No cost consideration to the City
18. Authorize an amendment to Resolution No. 17-0535, previously approved on March 22, 2017, for a conditional grant agreement with Flora Street Lofts, Ltd. for construction of Flora Lofts, a 52-unit multifamily new construction project located at 2121 Flora Street, conditioned upon 2017 4% Low Income Housing Tax Credit (LIHTC) award to **(1)** amend the parties to reflect the owner/LIHTC Applicant as Flora Street Lofts, Ltd., and the developer as Artspace Projects, Inc.; **(2)** extend the commencement of construction and the completion date; and **(3)** allow for an additional six-month extension to project deadlines - Financing: No cost consideration to the City

Office of Budget

19. An ordinance denying rates as requested by Atmos Energy Corp., Mid-Tex Division (Atmos), and authorizing lower rates to be charged by Atmos, as determined by the City to be fair and reasonable based on an analysis of the data provided pursuant to its August 18, 2017 Statement of Intent to Increase Gas Utility Rates within the Incorporated Areas of the city of Dallas - Financing: No cost consideration to the City

Office of Cultural Affairs

20. Authorize **(1)** the acceptance of donations from the Communities Foundation of Texas on behalf of the various contributors to the Dallas Cultural Plan 2018 in the amount of \$303,000; and **(2)** an increase in appropriations in the amount of \$303,000 in the Office of Cultural Affairs budget - Revenue: \$303,000

Office of Economic Development

21. Authorize an amendment to Resolution No. 17-0534, previously approved on March 22, 2017, to **(1)** amend the parties to reflect the owner as Flora Street Lofts, Ltd., and the developer as Artspace Projects, Inc.; and **(2)** allow for a six-month extension to project deadlines in the future, if necessary, for the development agreement associated with previously approved TIF funding for the Flora Lofts Project located at 2121 Flora Street in the Arts District - Financing: No cost consideration to the City

Office of Emergency Management

22. Authorize adoption of the 2017-2022 City of Dallas Hazard Mitigation Action Plan, which identifies strategies to mitigate natural hazards in the City of Dallas - Financing: No cost consideration to the City

CONSENT AGENDA (continued)**Office of Procurement Services**

23. Authorize **(1)** an acquisition contract for the purchase and installation of two wide-format printers for the Department of Sustainable Development and Construction in the amount of \$36,000; and **(2)** a three-year service contract for maintenance and support of two wide-format printers in the amount of \$7,603 - Stewart Engineering Supply, Inc., lowest responsible bidder of eleven - Total not to exceed \$43,603 - Financing: Building Inspection Current Funds (subject to annual appropriations)
24. Authorize a three-year acquisition contract for the purchase of enterprise software licenses and maintenance for Geographic Information System software - ESRI, Inc., sole source - Not to exceed \$1,770,300 - Financing: Communication and Information Services Current Funds (subject to annual appropriations)
25. Authorize two four-year concession contracts, with two one-year renewal options, for the installation, operation, and maintenance of automated teller machines at various City facilities - Metro Games, Inc. minimum annual guarantee \$13,830 and Choice ATM Enterprises, Inc. minimum annual guarantee \$14,000, highest responsible bidders of three - Total Minimum Annual Guarantee: \$27,830
26. Authorize the purchase of one regenerative air sweeper with Tymco International through the Houston-Galveston Area Council of Governments - Not to exceed \$120,580 - Financing: Aviation Current Funds
27. Authorize the sale of one 2016 GMC Sierra pickup through a public auction on January 17, 2018, to Monica Acosta, highest bidder - Revenue: \$20,250

Park & Recreation Department

28. Authorize a ten-year Interlocal Agreement, with two five-year renewal options, with Richardson Independent School District for shared access of campus grounds after school hours and weekends - Financing: No cost consideration to the City
29. Authorize an increase in the construction services contract with The Fain Group, Inc. to add increased scope of work associated with three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Belt Line Road, and Samuell Grand Park located at 6200 East Grand Avenue - Not to exceed \$351,667, from \$20,562,297 to \$20,913,964 - Financing: Elgin B. Robertson Land Sale Funds

CONSENT AGENDA (continued)**Police Department**

30. Authorize **(1)** an application for and acceptance of the Rifle-Resistant Body Armor Grant in the amount of \$1,764,300 (Grant No. 3483001) from the Office of the Governor, Criminal Justice Division to provide funding for the purchase of the rifle-resistant body armor for the Dallas Police Department, Dallas City Marshal's Office, and Dallas-Fire Rescue Department for the period January 1, 2018 to December 31, 2018; **(2)** establishment of appropriations in an amount not to exceed \$1,764,300 in the CJD-Rifle-Resistant Body Armor Grant Program 2018 Fund; **(3)** receipt and deposit of grant funds in an amount not to exceed \$1,764,300 in the CJD-Rifle-Resistant Body Armor Grant Program 2018 Fund; and **(4)** execution of the grant agreement - Total not to exceed \$1,764,300 - Financing: Office of the Governor, Criminal Justice Division State Grant Funds

Water Utilities Department

31. Authorize a professional services contract with CDM Smith, Inc. to provide engineering services for a comprehensive assessment and preliminary design report for the rehabilitation of the Jim Miller Pump Station - Not to exceed \$1,975,000 - Financing: Water Utilities Capital Improvement Funds
32. Authorize Supplemental Agreement No. 1 to the professional services contract with Kimley-Horn and Associates, Inc. to provide additional engineering services for the evaluation and design of wastewater infrastructure improvements for the University Hills area between Camp Wisdom Road and the Dallas-Lancaster corporate limit - Not to exceed \$569,738, from \$2,512,805 to \$3,082,543 - Financing: 2012 Bond Funds

ITEMS FOR INDIVIDUAL CONSIDERATION**City Secretary's Office**

33. 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)

Department of Trinity Watershed Management

34. 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 three - Not to exceed \$206,700,000 - Financing: 2012 Bond Funds (\$204,573,549) and Water Utilities Capital Improvement Funds (\$2,126,451)

ITEMS FOR INDIVIDUAL CONSIDERATION (continued)

ITEMS FOR FURTHER CONSIDERATION

Department of Sustainable Development and Construction

35. Authorize the second step of acquisition for condemnation by eminent domain to acquire a tract of vacant land containing approximately 7,085 square feet, located near the intersection of Yancy and Carbondale Streets for the Yancy Street Improvement Project, from Lorean D. Thomas and James W. Thomas - Not to exceed \$4,000 (\$2,500, plus closing costs and title expenses not to exceed \$1,500) - Financing: 2012 Bond Funds (This item was deferred on January 10, 2018)
36. An ordinance abandoning a portion of an alley to AT&T Communications of Texas, LTD, the abutting owner, containing approximately 2,470 square feet of land, located near the intersection of McKell and Bryan Streets; and authorizing the quitclaim; and providing for the dedication of a total of approximately 2,140 square feet of land needed for a street right-of-way - Revenue: \$5,400, plus the \$20 ordinance publication fee (This item was deferred on January 10, 2018)

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

37. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2088 for a vehicle display, sales, and service use on property zoned Subdistrict 2 within Planned Development District No. 535, the C.F. Hawn Special Purpose District No. 3 with a D-1 Liquor Control Overlay, on the southeast corner of C.F. Hawn Freeway and Cade Road
Recommendation of Staff and CPC: Approval for a three-year period, subject to a revised site plan and conditions
Z167-255(SM)
38. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to, and an expansion of, the Subarea D portion on property zoned Subareas C and D within Planned Development District No. 745, on the east side of Manderville Lane, north and south of Midtown Boulevard
Recommendation of Staff and CPC: Approval, subject to a revised conceptual plan, Subarea D development plan, and conditions
Z167-338(JM)
39. A public hearing to receive comments regarding an application for and a resolution accepting an amendment to deed restrictions on property zoned Area C within Planned Development District No. 326, the West Lovers Lane Planned Development District, on the southwest corner of Bristol Avenue and West Lovers Lane
Recommendation of Staff and CPC: Approval
Z178-120(WE)

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

40. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1958 for an attached projecting non-premise district activity videoboard sign on property zoned Subdistrict A within Planned Development District No. 619, on the north side of Main Street, east of North Akard Street
Recommendation of Staff and CPC: Approval for a ten-year period, subject to conditions
Z178-124(PD)
41. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a medical clinic or ambulatory surgical center on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District, on the north side of West Jefferson Boulevard, east of South Llewellyn Avenue
Recommendation of Staff and CPC: Approval for a five-year period, subject to a site plan and conditions
Z178-134(PD)

ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL

42. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private recreation center, club, or area on property zoned an A(A) Agricultural District on the south line of Tea Garden Road, west of Haymarket Road
Recommendation of Staff and CPC: Approval for a two-year period, subject to a site plan and conditions
Z156-323(JM)
Note: This item was considered by the City Council at public hearings on April 12, 2017, May 24, 2017, June 28, 2017, August 23, 2017, October 11, 2017 and December 13, 2017, and was deferred until February 14, 2018, with the public hearing open

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

43. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to, and an expansion of, Planned Development District No. 931 for MF-2(A) Multifamily District uses and termination of Specific Use Permit No. 2121 for a college, university, or seminary on property zoned an MF-2(A) Multifamily District, on both sides of Bryan Street, northeast of North Munger Boulevard, and northwest of Live Oak Street
Recommendation of Staff and CPC: Approval, subject to a conceptual plan and conditions; and approval of the termination of Specific Use Permit No. 2121 for a college, university, or seminary
Z156-351(WE)
Note: This item was considered by the City Council at a public hearing on January 10, 2018, and was held under advisement until February 14, 2018, with the public hearing open
44. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to, and an expansion of, Specific Use Permit No. 1718 for tower/antenna for cellular communication on property zoned a CR Community Retail District with a D Liquor Control Overlay and existing deed restrictions [Z801-138] on a portion, on the west line of Midway Road and the north line of West Northwest Highway
Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site/elevation plan and conditions
Z167-234(WE)
Note: This item was considered by the City Council at a public hearing on January 24, 2018, and was deferred until February 14, 2018, with the public hearing open
45. A public hearing to receive comments regarding an application for and an ordinance granting an IR Industrial Research District and an ordinance granting a Specific Use Permit for an Industrial (outside) not potentially incompatible use limited to a concrete batch plant on property zoned an A(A) Agricultural District, on the south line of Simpson Stuart Road, west of South Central Service Expressway
Recommendation of Staff: Approval of an IR Industrial Research District; and approval of a Specific Use Permit for a three-year period, subject to a site plan, a landscape plan, and staff's recommended conditions
Recommendation of CPC: Approval of an IR Industrial Research District; and approval of a Specific Use Permit for a four-year period, subject to a site plan, a landscape plan, and conditions
Z167-303(JM)
Note: This item was considered by the City Council at public hearings on October 11, 2017 and December 13, 2017, and was deferred until February 14, 2018, with the public hearing open

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

46. 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 zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay, on the northeast corner of Forney Road and South Buckner Boulevard
Recommendation of Staff: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Recommendation of CPC: Approval for a three-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Z167-359(WE)
Note: This item was considered by the City Council at public hearings on December 13, 2017 and January 24, 2018, and was deferred until February 14, 2018, with the public hearing open

MISCELLANEOUS HEARINGS UNDER ADVISEMENT

Department of Sustainable Development and Construction

47. A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, L.G. Pinkston High School as required by Section 6-4 of the Dallas City Code to allow a wine and beer retailer's off-premise permit (Chapter 26) for a general merchandise or food store with 10,000 square feet or more floor area [Fiesta Mart, LLC] on the north line of Singleton Boulevard and the west line of Hampton Road - AV178-001 - Financing: No cost consideration to the City
Note: This item was considered by the City Council at a public hearing on January 10, 2018, and was deferred until February 14, 2018, with the public hearing open

Franchises for Solid Waste Collection Services

Agenda Item # 10

<u>Proposed Franchise Haulers</u>	<u>Estimated Annual Franchise Revenue</u>
Antonio Esquivel, Owner - dba A & A Construction Company	\$ 4,800.00
Cowboy and Sons, LLC - dba Cowboy Trucking	\$ 1,152.00
G.L. Morris Enterprises, Inc. - dba Sunbelt Industrial Services	\$ 1,440.00
Royalty Recycling & Waste, LLC	\$ 1,440.00
Sun Drywall, Limited Liability Company	<u>\$ 7,200.00</u>
Total	\$16,032.00

Tax Foreclosed and Seizure Warrant Property Resales
Agenda Item # 11

Parcel No.	<u>Address</u>	<u>Vac/ Imp</u>	<u>Council District</u>	<u>Zoning</u>	<u>Parcel Size</u>	<u>Struck Off Amount</u>	<u>DCAD</u>
1	5509 Alton	V	2	D(A)	.2038	\$71,050.00	\$ 71,050.00
2	1619 Bannock	V	7	PD-595	.1721	\$6,750.00	\$ 6,750.00
3	3429 Chihuahua	V	6	R5A	.1990	\$4,500.00	\$ 5,900.00
4	1205 Compton	V	4	LI	.0697	\$1,030.00	\$ 1,710.00
5	2721 Cross	V	7	PD-595	.0646	\$16,960.00	\$ 2,500.00
6	1835 Fernwood	V	4	R-7.5(A)	.3498	\$19,500.00	\$ 22,500.00
7	1610 Fordham	V	4	R-7.5(A)	.2122	\$19,280.00	\$ 19,280.00
8	3514 Frank	V	7	PD-595	.2806	\$25,070.00	\$ 7,500.00
9	3710 Hamilton	I	7	PD-595	.1436	\$56,284.00	\$ 73,430.00
10	2411 Jennings	I	4	R-7.5(A)	.1482	\$34,010.00	\$ 37,560.00
11	3407 Kimble	V	7	PD-595	.0931	\$6,000.00	\$ 6,000.00
12	9515 Mickey	V	8	R-10(A)	1.7530	\$22,380.00	\$ 29,750.00
13	9912 Seagoville	V	5	R-5(A)	.1370	\$27,241.00	\$ 9,000.00
14	2924 Seaton	V	4	R-7.5(A)	.2665	\$12,000.00	\$ 15,000.00
15	2527 Southland	I	7	PD-595	.1584	\$42,045.00	\$ 46,130.00
16	3808 Spring	V	7	PD-595	.0406	\$5,000.00	\$ 5,000.00
17	861 Wixom	V	8	R-7.5(A)	.4783	\$24,500.00	\$ 24,500.00

EXECUTIVE SESSION NOTICE

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

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

AGENDA DATE February 14, 2018

ITEM	OK	IND	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1			All	V	NA	NA	NA	NA	Approval of Minutes of the January 24, 2018 City Council Meeting
2			N/A	C	ATT, JUD	NC	NA	NA	A resolution appointing one full-time and two associate (part-time) judicial hearing officers to preside over the City of Dallas municipal court of record for a period until a successor is recommended by the administrative judge and appointed by the city council - Financing: No cost consideration to the City
3			N/A	C	ATT	NC	NA	NA	An ordinance amending Chapter 13, "Courts, Fines and Imprisonments," of the Dallas City Code by amending Section 13-3 to (1) clarify division names of the municipal court of record; and (2) add new divisions of the municipal court of record - Financing: No cost consideration to the City
4			N/A	C	SEC	\$7,640.33	NA	NA	A resolution authorizing an increase in the joint election agreement and election services contract between the City of Dallas and Dallas County for the November 8, 2016 special election - Not to exceed \$7,641, from \$1,100,000 to \$1,107,641 - Financing: General Funds
5			N/A	C	SEC	\$193,440.20	NA	NA	A resolution authorizing an increase in the joint election agreement and election services contract between the City of Dallas and Dallas County for the May 6, 2017 general election - Not to exceed \$193,441, from \$816,530 to \$1,009,971 - Financing: General Funds
6			3	C	AVI	\$50,000.00	NA	NA	Authorize (1) acceptance of the FY 2018 grant (Grant No. M1818 DLEX) from the Texas Department of Transportation (TxDOT) Aviation Division for the Routine Annual Maintenance Program at Dallas Executive Airport in an amount not to exceed \$50,000 or 50% of eligible project costs whichever is less; (2) a local cash match in the amount of \$50,000 for airport maintenance projects; (3) establishment of appropriations in an amount not to exceed \$50,000 in the TxDOT 2018 Routine Airport Maintenance-RAMP Project Fund; (4) receipt and deposit of funds in an amount not to exceed \$50,000 in the TxDOT 2018 Routine Airport Maintenance-RAMP Project Fund; and (5) execution of the grant agreement - Total not to exceed \$100,000 - Financing: Aviation Current Funds (\$50,000) (subject to appropriations) and Texas Department of Transportation Grant Funds (\$50,000)
7			All	C	CIS	REV \$254,591	NA	NA	Authorize an Interlocal Agreement with Dallas County to provide two-way radio service, equipment, antenna space, microwave service and radio system airtime for the period October 1, 2017 through December 31, 2020 - Revenue: \$254,591
8			All	C	PNV	\$35,804.00	NA	NA	Authorize an Interlocal Agreement with the University of Texas at Arlington to facilitate graduate level internships with the City of Dallas Department of Planning and Urban Design - Not to exceed \$35,804 - Financing: General Funds
9			N/A	C	SAN	NC	NA	NA	Authorize consent to a transfer of control of 100 percent of the ownership interests of Hart Waste Removal, L.P., a solid waste franchisee, from JHart Enterprises, L.C., a Texas limited liability company, formerly known as Hart Brothers Waste Removal, L.P., its general partner, and Jeffrey L. Hart, Jerry K. Hart and Jack M. Hart, Jr., its limited partners (the "Hart Owners") to Ash Creek GP, LLC and Zach Whitt, in accordance with the terms of the franchise ordinance, Chapter XIV of the City Charter and Chapter 18, Article IV, of the Dallas City Code - Financing: No cost consideration to the City
10			N/A	C	SAN	REV \$16,032	NA	NA	Authorize ordinances granting five franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code - Estimated Annual Revenue: \$16,032
11			2, 4, 5, 6, 7, 8	C	DEV	REV \$137,000	NA	NA	Authorize (1) the quitclaim of 17 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale that will be sold to the highest qualified bidders; and (2) the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment - Estimated Revenue: \$137,000
12			2	C	DEV	REV \$220,680	NA	NA	An ordinance abandoning two portions of Trunk Avenue to Tall Cotton Properties, LTD. and Baylor Health Care System, the abutting owners, containing a total of approximately 9,808 square feet of land, located near its intersection with Elm Street; and authorizing the quitclaim - Revenue: \$220,680, plus the \$20 ordinance publication fee
13			8	C	DEV	REV \$5,400	NA	NA	An ordinance abandoning a detention area easement to R.W. Timms TX Investments, LLC, the abutting owner, containing approximately 23,982 square feet of land, located near the intersection of Cleveland Road and Cedardale Drive; and providing for the dedication of approximately 25,620 square feet of land needed for a detention area easement - Revenue: \$5,400, plus the \$20 ordinance publication fee
14			13	C	DEV	REV \$5,400	NA	NA	An ordinance abandoning a portion of a water easement to HEB Grocery Company, LP, the abutting owner, containing approximately 220 square feet of land, located near the intersection of Midway Road and Northwest Highway - Revenue: \$5,400, plus the \$20 ordinance publication fee

AGENDA DATE February 14, 2018

ITEM	OK	IND	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
15			2, 6, 9, 10, 14	C	TRN	GT	NA	NA	Authorize (1) an Interlocal Agreement with the Texas Department of Transportation (TxDOT) through a grant from the U.S. Department of Transportation Federal Highway Administration for the Highway Safety Improvement Program (HSIP) (Grant No. CSJ 0918-47-128, etc., CFDA No. 20.205) to provide cost reimbursement for material and labor costs incurred by the City of Dallas for intersection and traffic signal improvements at five locations: Royal Lane and Abrams Road, Skillman Street and Walnut Hill Lane, Skillman Street and Lovers Lane, Walnut Hill Lane and Abrams Road, and Webb Chapel Road and Larga Drive; (2) establishment of appropriations in an amount not to exceed \$104,066 in the TxDOT-Traffic Signal Improvements-5 Off-system Intersections-Royal-HSIP Fund; and (3) receipt and deposit of funds from TxDOT in an amount not to exceed \$104,066 - Not to exceed \$104,066 - Financing: Texas Department of Transportation Grant Funds
16			14	C	TRN	\$3,771,672.00	100.00%	9.84%	Authorize a five-year professional services contract, with two one-year renewal options for the operation and maintenance support and oversight work for the Klyde Warren Park Tunnel, similar facilities and other related tasks - Jacobs Engineering Group, Inc., most advantageous proposer of two in Category 8 - Not to exceed \$3,771,672 - Financing: General Funds (subject to annual appropriations)
17			7	C	HOU	NC	NA	NA	Authorize an amendment to Resolution No. 15-1671, previously approved on September 9, 2015, with East Dallas Community Organization for construction of 8 homes for low and moderate mixed income families to (1) extend the HOME loan agreement and the Bond conditional grant agreement from September 9, 2017 to December 31, 2018; and (2) amend the terms to incorporate contract thresholds - Financing: No cost consideration to the City
18			14	C	HOU	NC	NA	NA	Authorize an amendment to Resolution No. 17-0535, previously approved on March 22, 2017, for a conditional grant agreement with Flora Street Lofts, Ltd. for construction of Flora Lofts, a 52-unit multifamily new construction project located at 2121 Flora Street, conditioned upon 2017 4% Low Income Housing Tax Credit (LIHTC) award to (1) amend the parties to reflect the owner/LIHTC Applicant as Flora Street Lofts, Ltd., and the developer as Artspace Projects, Inc.; (2) extend the commencement of construction and the completion date; and (3) allow for an additional six-month extension to project deadlines - Financing: No cost consideration to the City
19			N/A	C	OFS	NC	NA	NA	An ordinance denying rates as requested by Atmos Energy Corp., Mid-Tex Division (Atmos), and authorizing lower rates to be charged by Atmos, as determined by the City to be fair and reasonable based on an analysis of the data provided pursuant to its August 18, 2017 Statement of Intent to Increase Gas Utility Rates within the Incorporated Areas of the city of Dallas - Financing: No cost consideration to the City
20			N/A	C	OCA	REV \$303,000	NA	NA	Authorize (1) the acceptance of donations from the Communities Foundation of Texas on behalf of the various contributors to the Dallas Cultural Plan 2018 in the amount of \$303,000; and (2) an increase in appropriations in the amount of \$303,000 in the Office of Cultural Affairs budget - Revenue: \$303,000
21			14	C	ECO	NC	NA	NA	Authorize an amendment to Resolution No. 17-0534, previously approved on March 22, 2017, to (1) amend the parties to reflect the owner as Flora Street Lofts, Ltd., and the developer as Artspace Projects, Inc.; and (2) allow for a six-month extension to project deadlines in the future, if necessary, for the development agreement associated with previously approved TIF funding for the Flora Lofts Project located at 2121 Flora Street in the Arts District - Financing: No cost consideration to the City
22			All	C	OEM	NC	NA	NA	Authorize adoption of the 2017-2022 City of Dallas Hazard Mitigation Action Plan, which identifies strategies to mitigate natural hazards in the City of Dallas - Financing: No cost consideration to the City
23			All	C	PBD, DEV	\$43,602.43	NA	NA	Authorize (1) an acquisition contract for the purchase and installation of two wide-format printers for the Department of Sustainable Development and Construction in the amount of \$36,000; and (2) a three-year service contract for maintenance and support of two wide-format printers in the amount of \$7,603 - Stewart Engineering Supply, Inc., lowest responsible bidder of eleven - Total not to exceed \$43,603 - Financing: Building Inspection Current Funds (subject to annual appropriations)
24			All	C	PBD, CIS	\$1,770,300.00	0.00%	0.00%	Authorize a three-year acquisition contract for the purchase of enterprise software licenses and maintenance for Geographic Information System software - ESRI, Inc., sole source - Not to exceed \$1,770,300 - Financing: Communication and Information Services Current Funds (subject to annual appropriations)

AGENDA DATE February 14, 2018

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
25			1, 2, 6, 14	C	PBD, CES, EBS	REV \$27,830	NA	NA	Authorize two four-year concession contracts, with two one-year renewal options, for the installation, operation, and maintenance of automated teller machines at various City facilities - Metro Games, Inc. minimum annual guarantee \$13,830 and Choice ATM Enterprises, Inc. minimum annual guarantee \$14,000, highest responsible bidders of three - Total Minimum Annual Guarantee: \$27,830
26			2	C	PBD, AVI	\$120,580.00	NA	NA	Authorize the purchase of one regenerative air sweeper with Tymco International through the Houston-Galveston Area Council of Governments - Not to exceed \$120,580 - Financing: Aviation Current Funds
27			N/A	C	PBD, POL	REV \$20,250	NA	NA	Authorize the sale of one 2016 GMC Sierra pickup through a public auction on January 17, 2018, to Monica Acosta, highest bidder - Revenue: \$20,250
28			10, 11	C	PKR	NC	NA	NA	Authorize a ten-year Interlocal Agreement, with two five-year renewal options, with Richardson Independent School District for shared access of campus grounds after school hours and weekends – Financing: No cost consideration to the City
29			2, 5, 11	C	PKR	\$351,666.61	0.00%	42.94%	Authorize an increase in the construction services contract with The Fain Group, Inc. to add increased scope of work associated with three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Belt Line Road, and Samuel Grand Park located at 6200 East Grand Avenue - Not to exceed \$351,667, from \$20,562,297 to \$20,913,964 - Financing: Elgin B. Robertson Land Sale Funds
30			All	C	POL, CDS, FIR	GT	NA	NA	Authorize (1) an application for and acceptance of the Rifle-Resistant Body Armor Grant in the amount of \$1,764,300 (Grant No. 3483001) from the Office of the Governor, Criminal Justice Division to provide funding for the purchase of the rifle-resistant body armor for the Dallas Police Department, Dallas City Marshal's Office, and Dallas-Fire Rescue Department for the period January 1, 2018 to December 31, 2018; (2) establishment of appropriations in an amount not to exceed \$1,764,300 in the CJD-Rifle-Resistant Body Armor Grant Program 2018 Fund; (3) receipt and deposit of grant funds in an amount not to exceed \$1,764,300 in the CJD-Rifle-Resistant Body Armor Grant Program 2018 Fund; and (4) execution of the grant agreement - Total not to exceed \$1,764,300 - Financing: Office of the Governor, Criminal Justice Division State Grant Funds
31			7	C	WTR	\$1,975,000.00	100.00%	24.56%	Authorize a professional services contract with CDM Smith, Inc. to provide engineering services for a comprehensive assessment and preliminary design report for the rehabilitation of the Jim Miller Pump Station - Not to exceed \$1,975,000 - Financing: Water Utilities Capital Improvement Funds
32			8	C	WTR, ECO	\$569,738.00	NA	NA	Authorize Supplemental Agreement No. 1 to the professional services contract with Kimley-Horn and Associates, Inc. to provide additional engineering services for the evaluation and design of wastewater infrastructure improvements for the University Hills area between Camp Wisdom Road and the Dallas-Lancaster corporate limit - Not to exceed \$569,738, from \$2,512,805 to \$3,082,543 - Financing: 2012 Bond Funds
33			N/A	I	SEC	NC	NA	NA	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)
34			2, 7, 14	I	TWM, WTR	\$206,700,000.00	11.75%	27.33%	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 three - Not to exceed \$206,700,000 - Financing: 2012 Bond Funds (\$204,573,549) and Water Utilities Capital Improvement Funds (\$2,126,451)
35			7	I	DEV, ATT, PBW	\$4,000.00	NA	NA	Authorize the second step of acquisition for condemnation by eminent domain to acquire a tract of vacant land containing approximately 7,085 square feet, located near the intersection of Yancy and Carbondale Streets for the Yancy Street Improvement Project, from Lorean D. Thomas and James W. Thomas - Not to exceed \$4,000 (\$2,500, plus closing costs and title expenses not to exceed \$1,500) – Financing: 2012 Bond Funds (This item was deferred on January 10, 2018)
36			2	I	DEV	REV \$5,400	NA	NA	An ordinance abandoning a portion of an alley to AT&T Communications of Texas, LTD, the abutting owner, containing approximately 2,470 square feet of land, located near the intersection of McKell and Bryan Streets; and authorizing the quitclaim; and providing for the dedication of a total of approximately 2,140 square feet of land needed for a street right-of-way - Revenue: \$5,400, plus the \$20 ordinance publication fee (This item was deferred on January 10, 2018)
37			8	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2088 for a vehicle display, sales, and service use on property zoned Subdistrict 2 within Planned Development District No. 535, the C.F. Hawn Special Purpose District No. 3 with a D-1 Liquor Control Overlay, on the southeast corner of C.F. Hawn Freeway and Cade Road

AGENDA DATE February 14, 2018

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
38			13	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to, and an expansion of, the Subarea D portion on property zoned Subareas C and D within Planned Development District No. 745, on the east side of Manderville Lane, north and south of Midtown Boulevard
39			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and a resolution accepting an amendment to deed restrictions on property zoned Area C within Planned Development District No. 326, the West Lovers Lane Planned Development District, on the southwest corner of Bristol Avenue and West Lovers Lane
40			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1958 for an attached projecting non-premise district activity videoboard sign on property zoned Subdistrict A within Planned Development District No. 619, on the north side of Main Street, east of North Akard Street
41			1	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 medical clinic or ambulatory surgical center on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District, on the north side of West Jefferson Boulevard, east of South Llewellyn Avenue
42			8	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 private recreation center, club, or area on property zoned an A(A) Agricultural District on the south line of Tea Garden Road, west of Haymarket Road
43			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to, and an expansion of, Planned Development District No. 931 for MF-2(A) Multifamily District uses and termination of Specific Use Permit No. 2121 for a college, university, or seminary on property zoned an MF-2(A) Multifamily District, on both sides of Bryan Street, northeast of North Munger Boulevard, and northwest of Live Oak Street
44			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to, and an expansion of, Specific Use Permit No. 1718 for tower/antenna for cellular communication on property zoned a CR Community Retail District with a D Liquor Control Overlay and existing deed restrictions [Z801-138] on a portion, on the west line of Midway Road and the north line of West Northwest Highway
45			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 and an ordinance granting a Specific Use Permit for an Industrial (outside) not potentially incompatible use limited to a concrete batch plant on property zoned an A(A) Agricultural District, on the south line of Simpson Stuart Road, west of South Central Service Expressway
46			7	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 zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay, on the northeast corner of Forney Road and South Buckner Boulevard
47			6	PH	DEV	NC	NA	NA	A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, L.G. Pinkston High School as required by Section 6-4 of the Dallas City Code to allow a wine and beer retailer's off-premise permit (Chapter 26) for a general merchandise or food store with 10,000 square feet or more floor area [Fiesta Mart, LLC] on the north line of Singleton Boulevard and the west line of Hampton Road - AV178-001 - Financing: No cost consideration to the City

TOTAL \$215,593,443.57

AGENDA ITEM # 2

STRATEGIC PRIORITY: Public Safety

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Municipal Court Judiciary

CMO: Larry Casto, 670-3491
Daniel Solis, 670-5573

MAPSCO: N/A

SUBJECT

A resolution appointing one full-time and two associate (part-time) judicial hearing officers to preside over the City of Dallas municipal court of record for a period until a successor is recommended by the administrative judge and appointed by the city council - Financing: No cost consideration to the City

BACKGROUND

Chapter 27 Section 19(a) of the Dallas City Code provides that hearing officers shall be recommended by the administrative judge and appointed by the city council, and shall serve until a successor is recommended by the administrative judge and appointed by the city council. The city council shall appoint one hearing officer and may appoint a maximum of five associate (part-time) hearing officers, who shall have the same qualifications and have the same powers, duties, and functions of the hearing officer.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 28, 2016, City Council passed an ordinance amending Chapter 27, "Minimum Urban Standards," of the Dallas City Code by Ordinance No. 30236.

On February 15, 2017, the administrative judge interviewed 7 of 18 candidates for the full-time hearing officer position.

On March 28, 2017 and April 13, 2017, the administrative judge interviewed 11 of 27 candidates for the associate (part-time) hearing officer positions.

On January 8, 2018, the Ad Hoc Judicial Nominations Committee recommended the nominees to be forwarded to the City Council for consideration and appointment.

FISCAL INFORMATION

No cost consideration to the City.

February 14, 2018

WHEREAS, Chapter 27 of the Dallas City Code provides that hearing officers shall be recommended by the administrative judge and appointed by the city council, and shall serve until a successor is recommended by the administrative judge and appointed by the city council; and

WHEREAS, the city council shall appoint one hearing officer and may appoint a maximum of five associate hearing officers, who shall meet the same qualification and have the same powers, duties, and functions of the hearing officer; and

WHEREAS, on February 15, 2017, as required by Section 19(a) of the Dallas City Code, the administrative judge interviewed 7 of 18 candidates for the full-time hearing officer position; and

WHEREAS, on March 28, 2017 and April 13, 2017, as required by Section 19(a) of the Dallas City Code, the administrative judge interviewed 11 of 27 candidates for the associate (part-time) hearing officer positions; and

WHEREAS, on January 8, 2018, as required by Section 19(a) of the Dallas City Code, the Ad Hoc Judicial Nominations Committee considered the appointment of 1 full time and 2 associate (part-time) judicial hearing officer positions, and forwarded its list of nominees to the city council; and

WHEREAS, on February 14, 2018, the city council, at its regularly scheduled meeting, considered the 1 full-time judicial hearing officer nominee and 2 associate (part-time) judicial hearing officer nominees.

Now, Therefore,

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

SECTION 1. That the following individual is appointed as full-time judicial hearing officer for the City of Dallas municipal court of record for a period until a successor is recommended by the administrative judge and appointed by the city council:

Kathryn T. Hoang

SECTION 2. That the following 2 individuals are appointed as associate (part-time) judicial hearing officers for the City of Dallas municipal court of record for a period until a successor is recommended by the administrative judge and appointed by the city council:

Randall Scott
Christina Tsevoukas

February 14, 2018

SECTION 3. That it is the intent of the city council that the judicial appointments set forth in this ordinance are severable, and if any appointment is declared invalid by the valid judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining judicial appointments, since the same would have been approved by the city council without the invalid appointment.

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:
LARRY CASTO, City Attorney

BY _____
Assistant City Attorney

Passed _____

AGENDA ITEM # 3

STRATEGIC PRIORITY: Public Safety

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office

CMO: Larry Casto, 670-3491

MAPSCO: N/A

SUBJECT

An ordinance amending Chapter 13, "Courts, Fines and Imprisonments," of the Dallas City Code by amending Section 13-3 to **(1)** clarify division names of the municipal court of record; and **(2)** add new divisions of the municipal court of record - Financing: No cost consideration to the City

BACKGROUND

This ordinance is to identify the Northeast Community Court as Community Court No. 15 and the Downtown Community Court as Community Court No. 16.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Public Safety and Criminal Justice Committee on February 12, 2018.

FISCAL INFORMATION

No cost consideration to the City.

ORDINANCE NO. _____

An ordinance amending Chapter 13, “Courts, Fines and Imprisonments,” of the Dallas City Code by amending Section 13-3; clarifying division names of the municipal court of record; providing for additional divisions of the municipal court of record; providing a saving 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 Subsection (a) of Section 13-3, “Municipal Court of Record; Created and Designated; Jurisdiction; Session,” of Article II, “Municipal Court of Record,” of Chapter 13, “Courts, Fines and Imprisonments,” of the Dallas City Code, as amended, is amended to read as follows:

“(a) In accordance with Section 1, Chapter VIII of the Dallas city charter and Chapter 30 of the Texas Government Code, there is hereby created a municipal court of record, which is divided into 16~~14~~ divisions to be designated as Municipal Court of Record No. 1, Municipal Court of Record No. 2, Municipal Court of Record No. 3, Municipal Court of Record No. 4, Municipal Court of Record No. 5, Municipal Court of Record No. 6, Municipal Court of Record No. 7, Municipal Court of Record No. 8, Municipal ~~[Property]~~ Court of Record No. 9, Municipal ~~[Magistrate]~~ Court of Record No. 10, Municipal [Community] Court of Record No. 11, Community Court No. 12, Community [Municipal] Court [of Record] No. 13, ~~[and]~~ Community Court No. 14, Community Court No. 15, and Community Court No. 16.”

SECTION 2. That Chapter 13 of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 3. That any act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced in any action before the amendment or repeal of any ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of any ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if the amended or repealed ordinance, or part thereof, had remained in force.

SECTION 4. 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 5. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By _____
Assistant City Attorney

Passed _____

AGENDA ITEM # 4

STRATEGIC PRIORITY:

Government Performance and Financial Management

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

N/A

DEPARTMENT:

City Secretary

CMO:

Biliera Johnson, 670-3738

MAPSCO:

N/A

SUBJECT

A resolution authorizing an increase in the joint election agreement and election services contract between the City of Dallas and Dallas County for the November 8, 2016 special election - Not to exceed \$7,641, from \$1,100,000 to \$1,107,641 - Financing: General Funds

BACKGROUND

Chapter 31, Subchapter D, of the Texas Election Code provides that the City may contract with the county elections administrator for certain election services. The elections administrator first provides an estimate to each participating jurisdiction which is required to be paid in advance. Following the election, the elections administrator performs an election audit and will either (1) bill each participating jurisdiction for any additional amount owed, less the cost estimate paid; or (2) issue a refund in the event the cost estimate paid by participating jurisdictions exceeded the actual cost.

The Dallas County Elections Department (DCED) provided the City a cost estimate of \$1,017,351.32 for the November 8, 2016 special election (paid to DCED on October 4, 2016). On September 28, 2016, City Council authorized a payment amount of \$1,100,000.00 to be paid for any election services related to this election.

On January 11, 2018, the City was notified by DCED that the final cost analysis had been completed for the November 8, 2016 special election resulting in an increase from the initial estimate provided. This action authorizes payment of the increase to the estimated election cost. The final election cost is \$1,107,640.33; an increase of \$7,640.33 from \$1,100,000.00.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 28, 2016, City Council authorized a joint election agreement and election services contract between the City of Dallas, Dallas County, and various other jurisdictions within Dallas County, for the conduct of a joint election held on Tuesday, November 8, 2016, by Resolution No. 16-1628.

FISCAL INFORMATION

General Funds - \$7,640.33 (Fiscal Year 2016-17)

February 14, 2018

WHEREAS, the City Council ordered a general election to be held on Tuesday, November 8, 2016; and

WHEREAS, the City of Dallas and the other jurisdictions holding elections on November 8, 2016 desired to hold the elections jointly in accordance with Chapter 271 of the Texas Election Code; and

WHEREAS, the City had contracted with the Dallas County Elections Administrator for election services for the November 8, 2016 special election in accordance with Subchapter D of Chapter 31 of the Texas Election Code; and

WHEREAS, on September 28, 2016, City Council authorized a joint election agreement and election services contract between the City of Dallas, Dallas County, and various other jurisdictions within Dallas County, for the conduct of a joint election held on Tuesday, November 8, 2016, in an amount not to exceed \$1,100,000.00, by Resolution No. 16-1628; and

WHEREAS, on January 11, 2018, the Dallas County Elections Administrator, having conducted its audit, notified the City Secretary's Office of additional election services costs for the November 8, 2016 special election for a grand total cost of \$1,107,640.33; which necessitates an increase in the election services contract with the Dallas County Elections Administrator.

Now, Therefore,

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

SECTION 1. That an increase in the contract between the City of Dallas and the Dallas County Elections Administrator for the estimated cost of election services in the amount of \$7,640.33 for the November 8, 2016 special election is necessary.

SECTION 2. That the City Manager is hereby authorized to increase the joint elections agreement and election services contract between the City of Dallas and Dallas County, in an amount not to exceed \$7,640.33, from \$1,100,000.00 to \$1,107,640.33.

SECTION 3. That the Chief Financial Officer is hereby authorized to directly disburse funds in an amount not to exceed \$7,640.33 to the Dallas County Treasurer (Vendor 014003), from an expenditure accrual to Fiscal Year 2016-17, Fund 0001, Department SEC, Unit 1190, Object 3070.

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.



DALLAS COUNTY ELECTIONS DEPARTMENT

RECEIVED

2010 JAN 11 AM 10: 21

CITY SECRETARY
DALLAS, TEXAS

January 03, 2018

Biliera Johnson
Interim City Secretary
1500 Marilla Street
Dallas, Texas 75201

Dear Biliera Johnson:

Dallas County's Elections and the Auditors Departments have completed the cost analysis for the November 2016 Presidential Election. The final cost of your Election was \$1,107,640.33, we received a deposit of \$1,017,351.32, therefore; a balance is due to Dallas County Election Department for \$90,289.01.

Please remit payment as soon as possible to: Dallas County Elections Department, 2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207, Attention: Robert Heard. Please reference account number #91432 on your payment.

If you would like a complete copy including invoices, please contact us and a copy will be forwarded upon request.

It is always a pleasure working with you and your staff. Should you have any questions regarding this information, do not hesitate to contact me at 214-819-6334 or Ashley Blanton at 214-819-6333.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Heard".

Robert Heard Sr.
Assistant Elections Administrator

NOVEMBER 08, 2016 GENERAL JOINT ELECTION

NOVEMBER 8, 2016
GENERAL JOINT ELECTION
9143X FINAL ESTIMATED COST
Attachment A
SUBJECT TO CHANGE

Location Splits	Total
Split by 1	180.00
Split by 2	604.00
Split by 3	9.00
Split by 4	0.00
Split by 5	0.00
Split by 6	0.00
Split by 7	0.00
Total Splits	793.00
Total Units	485.00
Cost per Poll	\$7,775.64
Total Cost	\$3,771,186.81
% of Units	100%

COD (ACTUAL)	COD (ESTIMATE)
0	0
257	257
3	3
260	260
129.50	129.50
\$7,775.64	\$7,141.81
\$1,006,945.76	\$924,864.84
26.70%	26.70%

	Total
Election Total	\$3,771,186.81
Exceptional Cost	\$0.00
Election Services Fee	\$118,967.34
Total Cost	\$3,890,154.15
Amount of Deposit (Overpaid)/Underpaid	\$1,209,055.52
	\$2,681,098.63

COD (ACTUAL)	COD
\$1,006,945.76	\$924,864.84
\$0.00	\$0.00
\$100,694.58	\$92,486.48
\$1,107,640.33	\$1,017,351.32
\$1,017,351.32	\$0.00
\$90,289.01	\$1,017,351.32

NOVEMBER 08, 2016 GENERAL/JOINT ELECTION

Exp Code	Early Voting	Units	Cost Per Unit	Estimated (ALL)	Actual (ALL)	COD (ACTUAL)	COD (ESTIMATE)
POSTAGE							
2170	Postage Polling Location Change Cards	40,000	\$0.25	\$10,000.00	\$0.00	\$0.00	\$2,670.10
2170	Postage EV Ballots Mailed	50,759	\$1.42	\$56,800.00	\$72,077.78	\$19,245.51	\$15,166.19
2170	Postage For Returned Mailed Ballots	41,722	\$1.20	\$42,000.00	\$50,066.40	\$13,368.24	\$11,214.43
2170	Postage for Non-Returned Mailed Ballots	9,037	\$1.20	\$6,000.00	\$10,844.40	\$2,895.57	\$1,602.06
2170	Postage Rejected / Incomplete Mail Ballots	313	\$1.64	\$2,460.00	\$513.32	\$137.06	\$656.85
2170	Postage Rejected / Incomplete Returned Mail Ball	313	\$1.46	\$2,190.00	\$456.98	\$122.02	\$584.75
2180	EV Ballots Mail Kits	50,759	\$2.00	\$80,000.00	\$101,518.00	\$27,106.35	\$21,360.82
EQUIPMENT RENTAL							
2180	Judges Kits	41	\$55.00	\$2,200.00	\$2,255.00	\$602.11	\$469.94
7030	Furniture Rental	Various EV Locations		\$7,000.00	\$7,000.00	\$1,869.07	\$1,869.07
7040	Voting Booths - Gemini's	41	\$35.00	\$1,400.00	\$1,435.00	\$383.16	\$299.05
7040	Touch Screen - iVotronics	638	\$250.00	\$186,250.00	\$159,500.00	\$42,588.14	\$40,452.06
7040	ADA Voter Terminals	75	\$300.00	\$12,000.00	\$22,500.00	\$6,007.73	\$5,286.80
7040	Communication Packs	41	\$50.00	\$2,000.00	\$2,050.00	\$547.37	\$427.22
7040	Provisional Bags	41	\$5.00	\$2,400.00	\$205.00	\$54.74	\$512.66
7040	Workstation - Camels - Mules - Printer	113	\$400.00	\$42,000.00	\$45,200.00	\$12,068.87	\$8,117.11
7030	Rental of Additional Equipment	IPOS		\$179,000.00		\$0.00	\$0.00
7050	Van / Car Rental			\$5,000.00	\$8,150.11	\$2,176.16	\$1,335.05
7211	Landlines			\$2,000.00	\$0.00	\$0.00	\$534.02
RENTAL BUILDINGS							
7010	Custodial Charges	Various Locations		\$20,000.00	\$45,500.00	\$12,148.97	\$5,340.21
PERSONNEL							
1050	Election Department (VR-CC-EV)	Office and Warehouse		\$15,000.00	\$13,561.50	\$3,621.06	\$4,005.15
1050	EV Branch Technicians	var. people @ var hrs. @ var pay		\$9,500.00	\$13,410.76	\$3,580.81	\$2,536.60
1050	EV Canvass Committee (BB & SV) includes supervi	var people @ 14 days @ var hrs. @ var pay rates		\$6,500.00	\$6,336.12	\$1,691.81	\$1,735.57
1050	EV Clerks OT	440 clerks	14.38 p/h	\$556,793.60	\$337,144.80	\$90,021.14	\$90,215.44
1050	EV Judges OT	40 Judges	18.63 p/h	\$65,557.60	\$57,641.90	\$15,390.98	\$10,505.94
1050	EV Mail Clerks OT	var. people @ various hrs.		\$24,000.00	\$33,343.67	\$8,903.10	\$6,408.25
1050	EV Mail Supervisor	1 person		\$2,000.00	\$2,473.23	\$660.38	\$534.02
1050	EV Warehouse Tech Support	3 people @ various hrs.		\$4,000.00	\$4,315.49	\$1,152.28	\$1,068.04
1050	EV Clerks (includes 8hrs training) ST	APPROX. 440 clerks @ various hrs.	9.59 p/h	\$337,568.00	\$473,272.86	\$126,368.73	\$80,220.58
1050	EV Judges (includes 8hrs training & 4hrs setup) ST	40 Judges @ various hrs.	12.42 p/h	\$39,744.00	\$52,263.45	\$13,954.88	\$9,607.03
1050	EV Election Department PT - ST	var. people @ various hrs.		\$30,000.00	\$0.00	\$0.00	\$8,010.31
1050	EV Mail clerks- Ballot by Mail ST	var. pay @ various Hrs.		\$65,000.00	\$41,294.53	\$11,026.07	\$8,010.31
1050	EV Canvass Committee (BB & SV) includes supervisor ST	12 days @ var hrs.		\$30,000.00	\$39,792.29	\$10,624.95	\$8,010.31
1050	EV Branch Runners (Can Money) ST	36 locations @ 1day @ 25.00		\$1,000.00	\$900.00	\$240.31	\$213.61
1050	EV Branch Technicians ST	var. people @ various hours		\$11,000.00	\$17,902.32	\$4,780.10	\$2,937.11
1050	Warehouse Tech Support (PT) ST	var. people @ various hrs.		\$7,000.00	\$21,383.08	\$5,709.50	\$1,869.07
1111	EV Social Security	6.2%		\$7,000.00	\$28,621.64	\$7,642.27	\$1,869.07
1112	EV Medicare	1.45%		\$12,000.00	\$13,215.48	\$3,528.67	\$3,204.12
1113	EV PARS	1.3%		\$9,500.00	\$7,466.45	\$1,993.62	\$2,536.60
1150	EV Retirement Chargeback	11.5%		\$11,000.00	\$49,857.05	\$13,312.35	\$2,937.11
8590	EV Temp Agency			\$8,000.00	\$10,411.50	\$2,779.98	\$2,136.08
SUPPLY EXPENSE							
8590	Balotar Absentee Mail Ballots 17" two sided	47,565	\$0.45	\$27,000.00	\$21,404.25	\$5,715.16	\$4,806.19

NOVEMBER 08, 2016 GENERAL JOINT ELECTION

2180	Sample Ballots hand out for voters (AC PRINTING)	2,000	\$0.28	\$580.00	\$560.00	\$149.53	\$154.87
2180	Sample Ballots Large for Posting (AC PRINTING)	100	\$0.48	\$62.00	\$47.60	\$12.71	\$16.55
2180	Ballot List for Early Voting Locations (AC PRINTING)	350	\$1.10	\$156.00	\$386.40	\$103.17	\$41.65
2180	List of Declared Write-In for EV (AC PRINTING)	2,400	\$0.02	\$37.20	\$48.00	\$12.82	\$9.93
2180	ADA Quick Operations Guide (AC PRINTING)	50	\$0.36	\$34.40	\$18.00	\$4.81	\$9.19
2180	EV Polling Location Change			\$0.00	\$0.00	\$0.00	\$0.00
2180	EV Printed Mailed Ballots		\$0.22	\$0.00	\$0.00	\$0.00	\$0.00
2180	Personal Appearance Labels (2 per voter)	514,581	\$0.04	\$20,000.00	\$20,583.24	\$5,495.94	\$5,340.21
5590	Provisional Ballots (EV IN PERSON) (ES&S)	116,000	\$0.09	\$1,296.00	\$10,440.00	\$2,787.59	\$346.05
2880	EV Supplies			\$2,000.00	\$8,689.31	\$2,320.14	\$534.02
2880	EV Voted Stamps	250	\$1.05	\$4,200.00	\$262.50	\$70.09	\$1,121.44
SERVICE EXPENSE							
2015	Legal Notice						
8590	EV ES&S Sound Wave Cards		\$20,000.00	\$20,000.00	\$20,731.00	\$5,535.39	\$5,340.21
5590	ES&S Project Management (8 week cost \$63,000.00)		\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$1,602.06
5590	ES&S Ballot Layout and Coding assistance and overseeing (10 days cost \$15,750.00)		\$63,000.00	\$63,000.00	\$63,000.00	\$16,821.65	\$16,821.65
5590	ES&S Pre Election Mock Election (3 days On-Site Simulation of Election Day with 1 ES&S Support		\$15,750.00	\$15,750.00	\$15,750.00	\$4,205.41	\$4,205.41
5590	Simulation of Election Day with 1 ES&S Support		\$4,725.00	\$4,725.00	\$4,725.00	\$1,261.62	\$1,261.62
5590	ES&S IVotronic Early Support (cost \$1,575.00)		\$1,575.00	\$1,575.00	\$1,575.00	\$420.54	\$420.54
8590	EV IT Services			\$1,500.00	\$4,991.43	\$1,332.76	\$400.52
5590	EV Spanish Translation			\$0.00	\$0.00	\$0.00	\$0.00
PREPARATION AND TRANSPORTATION OF VOTING EQUIPMENT							
2910	Delivery and Pick-up		\$52.00	\$0.00	\$0.00	\$0.00	\$0.00
2910	Delivery or Pick-up (by warehouse)	6	\$22.50	\$1,800.00	\$135.00	\$36.05	\$384.49
	Early Voting Total			\$2,082,578.80	\$1,927,226.84	\$514,589.43	\$409,285.32

NOVEMBER 08, 2016 GENERAL/JJOINT ELECTION

Exp Code	Election Day	Units / Description	Cost Per Unit	Actual	Actual	COD (ACTUAL)	COD (ESTIMATE)
EQUIPMENT RENTAL							
2180	ED Judge Kit	485	\$55.00	\$26,675.00	\$26,675.00	\$7,122.50	\$7,122.50
7030	ED Furniture Rental			\$10,000.00	\$12,432.36	\$3,319.57	\$2,670.10
7040	ED ADA Voter Terminals	485	\$300.00	\$145,500.00	\$145,500.00	\$38,850.00	\$38,850.00
7040	ED ESC (Election Supply Carts)	485	\$199.80	\$96,903.00	\$96,903.00	\$25,874.10	\$25,874.10
7040	ED Laptop	485	\$75.00	\$36,375.00	\$36,375.00	\$9,712.50	\$9,712.50
7040	ED Precinct Counter - M100	485	\$468.00	\$226,980.00	\$226,980.00	\$60,606.00	\$60,606.00
7040	ED Provisional Bags	485	\$5.00	\$2,425.00	\$2,425.00	\$647.50	\$647.50
7040	Regional Site Setup - Modems	10	\$150.00	\$1,500.00	\$1,500.00	\$400.52	\$400.52
7040	ED Voting Booths - Gemini's (5 per location)	2,678	\$35.00	\$94,875.00	\$93,730.00	\$25,026.88	\$22,662.50
7050	ED Truck / Car Rental			\$8,000.00	\$8,150.11	\$2,176.16	\$2,136.08
7213	ED Cellular Phones	Tech - Regional Sites - Polling Locations		\$2,000.00		\$0.00	\$534.02
RENTAL BUILDINGS							
7010	Location Rental	Various Locations		\$16,000.00	\$26,422.82	\$7,055.17	\$4,272.16
7010	Custodial Charges	Various Locations		\$5,000.00	\$5,000.00	\$1,335.05	\$1,335.05
PERSONNEL							
1020	Elections Department	VR - CC - ED - Admin		\$500.00	\$0.00	\$0.00	\$133.51
1020	Clerks (approx. 4 clerks per loc. Based on larger local	2502 @var. hrs	\$10.00 p/h	\$271,600.00	\$325,811.50	\$86,995.03	\$141,982.73
1020	County Employees	Various Departments - ED Support		\$700.00	\$658.90	\$175.93	\$186.91
1020	Judges	466 @ various hours	\$11.00 p/h	\$74,690.00	\$71,359.20	\$19,053.64	\$21,238.00
1020	Judges (Supply Pick-up / Return)	464.5 @ \$25.00 each		\$12,125.00	\$11,612.50	\$3,100.66	\$3,237.50
1020	ED Clerks & Judges Training Pay	2,144 @ \$10.00 each	\$10.00 ea	\$21,440.00	\$21,440.00	\$5,724.70	\$2,803.61
1020	Regional Site Support (10 reg sites)	Inside / Outside Tabulation	\$20.00 p/h	\$10,500.00	\$96,505.00	\$25,767.83	\$160.21
1020	County Building Security			\$600.00	\$240.39	\$64.19	\$667.53
1020	Sheriff Deputies - Tech Support	var. ppl @ var hrs. @var pay		\$2,500.00	\$8,980.65	\$2,397.93	\$3,471.13
1020	Emergency Response (Election Day)	Techs/Phone Bank/Judges/Clerks/Warehouse	\$20.00 p/h	\$13,000.00	\$87,286.00	\$23,306.26	\$2,136.08
1020	Traffic Control Officers (10 reg sites)	Supply Pickup & Election Night		\$8,000.00	\$17,571.00	\$4,691.64	\$427.22
1050	County Employees			\$1,600.00	\$1,320.63	\$352.62	\$854.43
1050	County Security			\$3,200.00	\$1,246.62	\$332.86	\$8,544.33
1050	Election Department OT - FT & PT	Office and Warehouse		\$32,000.00	\$57,072.54	\$15,238.96	\$5,180.00
1050	Sheriff Deputies	var. deputies var. supervisors var. runners		\$19,400.00	\$33,551.44	\$8,958.58	\$801.03
1060	Canvass Committee (BB & SV)	var. days @ var hrs.		\$3,000.00	\$2,853.69	\$761.96	\$921.19
1111	Social Security	6.2%		\$3,450.00	\$11,412.92	\$3,047.37	\$267.01
1112	Medicare	1.45%		\$1,000.00	\$4,475.40	\$1,194.98	\$133.51
1113	PARS	1.3%		\$500.00	\$0.00	\$0.00	\$1,869.07
1150	Retirement Chargeback	11.5%		\$7,000.00	\$19,880.57	\$5,308.32	\$1,335.05
5590	Temporary Service	Bilingual Clerks		\$5,000.00	\$0.00	\$0.00	\$2,670.10
5590	Temporary Service	Temp Agency		\$10,000.00	\$9,692.89	\$2,588.10	
MILEAGE / FUEL							
1080	Mileage for Deputies						
3095	Fuel for Rentals, Trucks and Vans	6,124	\$0.540	\$2,900.00	\$3,306.96	\$882.99	\$774.33
SERVICE EXPENSE							
2180	ES&S Sound Wave Cards			\$0.00	\$3,447.72	\$920.58	\$0.00
5590	ES&S L and A Testing 1 person 2 days (cost \$3,150.00)		\$3,150.00	\$3,150.00	\$3,150.00	\$841.08	\$841.08
5590	ES&S Election Day Support (3-Days Technical support, 5 person each election, cost \$23,625.00)		\$23,625.00	\$23,625.00	\$23,625.00	\$6,308.12	\$6,308.12

NOVEMBER 08, 2016 GENERAL JOINT ELECTION

5590	ES&S Additional Service Days (15-Days Technical support, cost \$23,625.00)	28	\$1,575.00	\$23,625.00	\$44,100.00	\$11,775.15	\$6,308.12
5590	ES&S ExpressPass Election Setup Fee		\$750.00	\$750.00	\$0.00	\$0.00	\$200.26
5590	IT Services			\$3,000.00	\$4,991.42	\$1,332.76	\$801.03
5590	ROBIS				\$8,535.00	\$2,278.93	\$25.37
POSTAGE							
2170	Election Paychecks	3,025	\$0.46	\$1,115.50	\$1,391.50	\$371.54	\$297.85
2170	Election judge and alternate appointment letters p	970	\$1.89	\$1,833.30		\$0.00	\$489.51
2170	Polling Location Change Cards Postage		\$0.30	\$150,000.00		\$0.00	\$40,051.55
2170	Confirmation Cards (Judges, Alt Judge, Bilingual Clerks) Postage	970		\$500.00		\$0.00	\$133.51
2180	Confirmation Cards (Judges, Alt Judge, Bilingual Clerks) Printing			\$10,800.00	\$424.49	\$113.34	\$2,883.71
2180	Polling Location Change Printing			\$93,285.00	\$36,170.64	\$9,657.93	\$14,227.64
PREPARATION & TRANSPORTATION OF VOTING EQUIPMENT							
2910	Atlantic Delivery and Pick-up	500	\$50.00	\$33,950.00	\$25,000.00	\$5,675.26	\$9,065.00
2910	Atlantic Delivery and Pick-up (2nd attempts)	152	\$35.00	\$1,750.00	\$5,311.95	\$1,418.35	\$467.27
2910	Delivery and Pick-up (warehouse)	58	\$45.00	\$0.00	\$2,610.00	\$696.90	\$0.00
SUPPLY EXPENSE							
2180	ADA Ballot & Seal Cert.	485	\$3.40	\$1,646.58		\$0.00	\$439.65
5590	Official Optical Scan Ballots 17" two sided	886,125	\$0.205	\$185,850.00	\$181,655.63	\$48,503.92	\$49,623.87
5590	Blank Ballot Seal	0	\$3.40	\$67.90	\$7,078.57	\$1,890.05	\$18.13
2180	Official Ballot & Seal Certificate	0	\$3.40	\$2,716.00	\$0.00	\$0.00	\$725.20
5590	Provisional Ballots	32,000	\$0.09	\$2,880.00	\$2,880.00	\$768.99	\$768.99
5590	Provisional Ballots & Seals Cert.	800	\$3.40	\$2,716.00	\$2,296.01	\$613.06	\$725.20
2880	Rubber Voting Stamps	1,250	\$1.05	\$1,524.50	\$1,312.50	\$350.45	\$407.08
5590	Sample Ballots	3,200	\$0.09	\$288.00	\$288.00	\$76.90	\$76.90
5590	Test Ballots 17" Two sided	28,000	\$0.205	\$7,077.00	\$5,760.51	\$1,538.12	\$1,889.63
2180	List of Declared Write-In for ED (AC PRINTING)	8,000	\$0.024	\$192.00	\$192.00	\$51.27	\$51.27
2880	Supplies			\$2,000.00	\$12,152.45	\$3,244.83	\$534.02
Election Day Total				\$1,665,839.88	\$1,848,959.97	\$492,356.32	\$515,579.52

AGENDA ITEM # 5

STRATEGIC PRIORITY:

Government Performance and Financial Management

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

N/A

DEPARTMENT:

City Secretary

CMO:

Bilierae Johnson, 670-3738

MAPSCO:

N/A

SUBJECT

A resolution authorizing an increase in the joint election agreement and election services contract between the City of Dallas and Dallas County for the May 6, 2017 general election - Not to exceed \$193,441, from \$816,530 to \$1,009,971 - Financing: General Funds

BACKGROUND

Chapter 31, Subchapter D, of the Texas Election Code provides that the City may contract with the county elections administrator for certain election services. The elections administrator first provides an estimate to each participating jurisdiction which is required to be paid in advance. Following the election, the elections administrator performs an election audit and will either (1) bill each participating jurisdiction for any additional amount owed, less the cost estimate paid; or (2) issue a refund in the event the cost estimate paid by participating jurisdictions exceeded the actual cost.

The Dallas County Elections Department (DCED) provided the City a cost estimate of \$816,530.69 for the May 6, 2017 general election (paid to DCED on March 13, 2017) and authorized by Council on March 1, 2017, by Resolution No. 17-0455.

On January 11, 2018, the City was notified by DCED that the final cost analysis had been completed for the May 6, 2017 general election, resulting in an increase from the initial estimate provided. This action authorizes payment of the increase to the estimated election cost. The final election cost is \$1,009,970.89; an increase of \$193,440.20 from \$816,530.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 1, 2017, City Council authorized a joint election agreement and election services contract between the City of Dallas, Dallas County, and various other jurisdictions within Dallas County, for the conduct of a joint election held on Saturday, May 6, 2017, by Resolution No. 17-0455.

FISCAL INFORMATION

General Funds - \$193,440.20 (Fiscal Year 2016-17)

February 14, 2018

WHEREAS, the City Council ordered a general election to be held on Saturday, May 6, 2017; and

WHEREAS, the City of Dallas and the other jurisdictions holding elections on May 6, 2017 desired to hold the elections jointly in accordance with Chapter 271 of the Texas Election Code; and

WHEREAS, the City had contracted with the Dallas County Elections Administrator for election services for the May 6, 2017 general election in accordance with Subchapter D of Chapter 31 of the Texas Election Code; and

WHEREAS, on March 1, 2017, City Council authorized a joint election agreement and election services contract between City of Dallas, Dallas County, and various other jurisdictions within Dallas County, for the conduct of a joint election held on Saturday, May 6, 2017, in an amount not to exceed \$816,530.69, by Resolution No. 17-0455; and

WHEREAS, on January 11, 2018, the Dallas County Elections Administrator, having conducted its audit, notified the City Secretary's Office of additional election services costs for the May 6, 2017 general election for a grand total cost of \$1,009,970.89; which necessitates an increase in the election services contract with the Dallas County Elections Administrator.

Now, Therefore,

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

SECTION 1. That an increase in the contract between the City of Dallas and the Dallas County Elections Administrator for the estimated cost of election services in the amount of \$193,440.20 for the May 6, 2017 general election is necessary.

SECTION 2. That the City Manager is hereby authorized to increase the joint elections agreement and election services contract between the City of Dallas and Dallas County, in an amount not to exceed \$193,440.20, from \$816,530.69 to \$1,009,970.89.

SECTION 3. That the Chief Financial Officer is hereby authorized to directly disburse funds in an amount not to exceed \$193,440.20 to the Dallas County Treasurer (Vendor 014003), from an expenditure accrual to Fiscal Year 2016-17, Fund 0001, Department SEC, Unit 1190, Object 3070.

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.



DALLAS COUNTY ELECTIONS DEPARTMENT

RECEIVED

2018 JAN 11 AM 10: 21

CITY SECRETARY
DALLAS, TEXAS

January 03, 2018

Biliera Johnson
Interim City Secretary
1500 Marilla Street
Dallas, Texas 75201

Dear Biliera Johnson:

Dallas County's Elections and the Auditors Departments have completed the cost analysis for the May 06, 2017 Joint Election. The final cost of your Election was \$1,009,970.89, we received a deposit of \$816,530.69, therefore; a balance is due to Dallas County Election Department for \$193,440.20.

Please remit payment as soon as possible to: Dallas County Elections Department, 2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207, Attention: Robert Heard. Please reference account number #91433 on your payment.

If you would like a complete copy including invoices, please contact us and a copy will be forwarded upon request.

It is always a pleasure working with you and your staff. Should you have any questions regarding this information, do not hesitate to contact me at 214-819-6334 or Ashley Blanton at 214-819-6333.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Heard", is written over a horizontal line.

Robert Heard Sr.
Assistant Elections Administrator

Poll Location Info
May 6, 2017 Joint Election Cities and Schools
FINAL COST

Based on 40 entities participating

Location Splits	Total
Split by 1	188.00
Split by 2	280.00
Split by 3	69.00
Split by 4	8.00
Split by 5	0.00
Split by 6	0.00
Split by 7	0.00
Total Splits	545.00
Total Units	355.50
Cost per Poll (without ESF)	\$5,134.14
Subtotal	\$1,825,186.75
% of Units	100%

GOD Final	GOD Estimate	COD Difference
131	52	
89	114	
10	63	
0	5	
0	0	
0	0	
230	234	
178.83	131.25	
\$5,134.14	\$5,655.62	
\$918,155.36	\$742,300.62	
50.30%	36.01%	

	Total
Election Total	\$1,825,186.75
Exceptional Cost (to be determined)	\$0.00
Election Services Fee (AKA ESF) 10% of Election Total	\$182,518.67
Total Cost	\$2,007,705.42
Actual Unit Cost (with ESF)	\$5,647.55
Amount of Deposit (Overpaid/Underpaid)	\$1,742,760.86
	\$264,935.57

GOD Final	GOD Estimate	COD Difference
\$918,155.36	\$742,300.62	\$175,854.70
\$91,815.54	\$74,230.06	\$17,585.47
\$1,009,970.89	\$816,530.69	\$193,440.17
\$5,647.55	\$6,221.19	
\$816,530.69		
\$193,440.20	\$816,530.69	

Exp Code	EARLY VOTING	Units	Cost Per Unit	Estimated All Entities	Actual All Entities	COB Final	COD Estimate	Difference in Estimated and Actual
LEGAL NOTICE								
2013	Legal Notice	Newspaper listing of Polling Locations		\$10,000.00	\$8,871.36	\$4,462.71	\$3,600.99	\$861.72
POSTAGE								
2170	Rejected / Incomplete mail	78	\$1.89	\$37.80	\$147.42	\$74.16	\$13.61	\$60.55
2170	Postage for Mailed Ballots	8,867	\$1.42	\$7,810.00	\$12,591.14	\$6,333.94	\$2,812.37	\$3,521.57
2170	Postage for Returned Mailed Ballots	5,862	\$1.20	\$5,520.00	\$7,034.40	\$3,538.64	\$1,987.75	\$1,550.89
2170	Postage for NON-Returned Mailed Ballots	3,005	\$1.20	\$1,080.00	\$3,606.00	\$1,813.99	\$388.91	\$1,425.08
2180	EV Printed Mailed Ballots	8,867	\$0.45	\$2,475.00	\$3,990.15	\$2,007.23	\$891.24	\$1,115.99
2180	Mail ballot kit	8,867	\$2.00	\$11,000.00	\$17,734.00	\$8,921.04	\$3,961.09	\$4,959.95
EQUIPMENT RENTAL								
7030	Furniture Rental	Various EV Locations		\$4,500.00	\$4,500.00	\$2,263.71	\$1,620.44	\$643.27
7040	Voting Booths	49	\$35.00	\$1,715.00	\$1,715.00	\$862.73	\$617.57	\$245.16
7040	Touch Screen/Votronics (7p/loc.)	333	\$250.00	\$100,000.00	\$83,250.00	\$41,878.69	\$36,009.88	\$5,868.81
7040	ADA Voter Terminals (2 per loc)	49	\$300.00	\$29,400.00	\$14,700.00	\$7,394.80	\$10,586.90	(\$3,192.10)
7040	Communication Pack (1 per loc)	49	\$50.00	\$2,450.00	\$2,450.00	\$1,232.47	\$882.24	\$350.23
7040	Computer Rental (County) (3 per loc)	100	\$400.00	\$58,800.00	\$40,000.00	\$20,121.89	\$21,173.81	(\$1,051.92)
7040	Provisional Ballot Bags (9 per loc 1 ea. Day of EV)	49	\$5.00	\$2,205.00	\$245.00	\$123.25	\$794.02	(\$670.77)
7050	Van Rental/Car Rental	9 Vehicles for Tech and Route Usage and 2 Trucks for Delivery of Equipment		\$6,500.00	\$7,500.00	\$3,772.86	\$2,340.64	\$1,432.22
7211	Sprint/Frontier (landline charges)	Use of Service During EV Election Period		\$5,300.00	\$5,000.00	\$2,515.24	\$1,908.52	\$606.72
7213	Hot Spots	Air Cards		\$2,700.00	\$1,714.51	\$862.48	\$972.27	(\$109.79)
RENTAL BUILDINGS								
7010	Rental/Custodial Charges	Various Locations		\$25,000.00	\$25,000.00	\$12,576.18	\$9,002.47	\$3,573.71
PERSONNEL								
1050	Central Count Full Time Staff (Over Time)	3 Staff @12days @Various hours @Various Pay Rates		\$1,500.00	\$0.00	\$0.00	\$540.15	(\$540.15)
1050	Election Clerks (Over Time)	294 Clerks @21 Hours @\$15.54 p/h		\$100,000.00	\$28,502.04	\$14,337.88	\$36,009.88	(\$21,672.00)
1050	Election Judges (Over Time)	49 Judges @21 Hours @\$20.12 p/h		\$20,700.00	\$3,166.83	\$1,593.07	\$7,454.04	(\$5,860.97)
1050	Election Part-Time Regular (Over Time)	Various Part-Timers @Various Hours @Various Pay Rates		\$2,500.00	\$653.27	\$328.63	\$900.25	(\$571.62)
1050	Elections Full Time Staff (Over Time)	Various Staff @Various Days @Various Hours @Various Pay Rates		\$7,500.00	\$7,500.00	\$3,772.86	\$2,700.74	\$1,072.12
1050	EV Mail Part-Time Clerks (Over Time)	Various Clerks @Various Days @Various Hours @Various Pay Rates		\$5,500.00	\$4,140.60	\$2,082.92	\$1,980.54	\$102.38
1050	EV Full Time Mail Supervisor (Over Time)	1 Staff @Various Hours @29.66p/h		\$2,500.00	\$1,714.08	\$862.26	\$900.25	(\$37.99)
1050	EV Techs (Over Time)	6 Techs @Various Hours @Various Pay Rates		\$2,500.00	\$2,970.47	\$1,494.29	\$900.25	\$594.04
1050	Security-Branch Locations	9 Security Staff @Various Hours @Various Pay Rates		\$2,500.00	\$538.97	\$271.12	\$900.25	(\$629.13)

1050	Election Full Time Warehouse Staff (Over Time)	5 Staff @Various Hours @Various Pay Rates	\$5,000.00	\$9,573.94	\$4,816.14	\$1,800.49	\$3,015.65
1050	Warehouse Part-Timers (Over Time)	Various Part-Timers @Various Hours	\$3,000.00	\$3,000.00	\$1,509.14	\$1,080.30	\$428.84
1060	Canvass Committee (Ballot Board & Signature Verification)	Approximately 15 people @Various Hours @Various Pay Rates	\$8,000.00	\$8,915.85	\$4,485.09	\$2,880.79	\$1,604.30
1060	Early Voting Clerks (Includes Training)	294 Clerks @Various Hours @\$10.36 p/h	\$134,500.00	\$198,473.36	\$99,841.50	\$48,433.28	\$51,408.22
1060	Early Voting Judges (Includes Training)	49 Judges @Various Hours @\$13.41 p/h	\$49,300.00	\$18,080.82	\$9,095.51	\$17,752.87	(\$8,657.36)
1060	Election Department Part-Timers (Straight Time)	Various Part-Timers @Various Hours	\$15,000.00	\$15,000.00	\$7,545.71	\$5,401.48	\$2,144.23
1060	EV Judges Delivery (AKA Can Money)	44 @Various Pay Rates	\$1,225.00	\$1,100.00	\$553.35	\$441.12	\$112.23
1060	Mail Workers / PA Workers Part-Timers (Straight Time)	Various Part-Timers @30 Days @ Various Pay Rates	\$30,000.00	\$41,211.24	\$20,731.21	\$10,802.96	\$9,928.25
1060	Supervisors / Ballot Board & Signature Verify	2 Supervisors @12 Days ea. @Various Hours @Various Pay Rates	\$1,600.00	\$2,148.30	\$1,080.70	\$576.16	\$504.54
1060	EV Techs (Straight Time)	6 Techs @Various Hours @Various Pay Rates	\$7,800.00	\$9,391.05	\$4,724.14	\$2,808.77	\$1,915.37
1111	Social Security Chargeback	6.2%	\$2,500.00	\$7,130.63	\$3,587.04	\$900.25	\$2,686.79
1112	Medicare	1.45%	\$3,500.00	\$4,981.33	\$2,505.84	\$1,260.35	\$1,245.49
1113	PARS	1.3%	\$2,700.00	\$2,970.88	\$1,494.49	\$972.27	\$522.22
1150	Retirement Charge Back	10%	\$4,600.00	\$12,421.09	\$6,248.40	\$1,656.45	\$4,591.95
5590	Temporary Service (Early Voting as needed)	Ad-A-Staff	\$17,500.00	\$14,782.58	\$7,436.34	\$6,301.73	\$1,134.61
SUPPLY EXPENSE							
2880	Voted Stamps	300	\$420.00	\$315.00	\$158.46	\$151.24	\$7.22
2180	Ballot Ballots for Absentee Mail 14" One sided (ES&S)	8,992	\$6,750.00	\$4,046.40	\$2,035.53	\$2,430.67	(\$395.14)
2180	Provisional Ballots (In Person)(20ea x 222bs x 55loc) (ES&S)	119,900	\$21,978.00	\$10,791.00	\$5,428.38	\$7,914.25	(\$2,485.87)
2180	Personal Appearance Labels (2 per voter)	104,194	\$2,880.00	\$4,167.76	\$2,096.58	\$1,037.08	\$1,059.50
2180	Judge Kits	49	\$2,695.00	\$2,695.00	\$1,355.71	\$970.47	\$385.24
2180	Sample Ballots hand out for voters 8.5/11in. double sided color paper (AC Printing)	1,300	\$1,092.00	\$858.00	\$431.61	\$393.23	\$38.38
2180	Sample Ballots Large for Posting 11/17in. Single side color paper (AC Printing)	98	\$68.00	\$59.78	\$30.07	\$24.49	\$5.58
2180	Ballot List for Early Voting Locations 8.5/11in. Double sided white paper (AC Printing)	300	\$579.00	\$429.00	\$215.81	\$208.50	\$7.31
2180	List of Declared Write-In for EV	490		\$13.23	\$6.66		\$6.66
2180	ADA Quick Operations Guide 8.5/11in. Double sided color copy (DCED)	49	\$36.00	\$42.63	\$21.44	\$12.96	\$8.48
2880	Supplies for Early Voting	Misc./Forms/Binders	\$1,000.00	\$1,385.84	\$697.14	\$360.10	\$337.04

SERVICE EXPENSE								
5590	ES&S Project Management (8 week cost (\$63,000.00) by 2017 Contract	1	\$63,000.00	\$63,000.00	\$63,000.00	\$31,691.98	\$22,686.22	\$9,005.76
5590	ES&S Ballot Layout and Coding assistance and overseeing (10 days cost \$15,750) by 2017 Contract	1	\$15,750.00	\$15,750.00	\$15,750.00	\$7,923.00	\$5,671.56	\$2,251.44
5590	ES&S Pre Election Mock Election (3 days On-Site Simulation of Election Day with 1 ES&S Support Team) (cost \$4,725.00) by 2017 Contract	1	\$4,725.00	\$4,725.00	\$4,725.00	\$2,376.90	\$1,701.47	\$675.43
5590	ES&S Ivotronic Early Support (cost \$1,575.00) by 2017 Contract	1	\$1,575.00	\$1,575.00	\$1,575.00	\$792.30	\$567.16	\$225.14
5590	ES&S ADA Sound Wave Card Programming	1	\$8,000.00	\$8,000.00	\$4,971.42	\$2,500.86	\$2,880.79	(\$379.93)
5590	IT Support (WYNDALCO)		\$2,500.00	\$2,500.00	\$2,500.00	\$1,257.62	\$900.25	\$357.37
5590	Spanish Translation		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PREPARATION AND TRANSPORTATION OF VOTING EQUIPMENT								
2910	Early Voting Equipment Delivery and Pickup	49	\$45.00	\$2,450.00	\$2,205.00	\$1,109.22	\$882.24	\$226.98
MILEAGE								
1080	Warehouse /Elections Mileage		\$0.565	\$339.00	\$0.00	\$0.00	\$122.07	(\$122.07)
3095	Mileage for Runners/Gas	Tech Cars and Trucks		\$2,000.00	\$2,109.00	\$1,060.93	\$720.20	\$340.73
EARLY VOTING TOTAL				\$845,754.80	\$760,055.36	\$382,343.84	\$304,555.26	\$77,788.55

Exp Code	ELECTION DAY	Units	Cost Per Unit	Estimated	Actual	COD Final	COD
EQUIPMENT RENTAL							
7030	Furniture Rental	Central Count Station/Various Polling Locations		\$1,700.00	\$296.90	\$149.35	\$612.17
7040	Precinct Counter (1p/loc.)	350	\$468.00	\$177,840.00	\$163,800.00	\$82,399.16	\$84,039.97
7040	Voting Booths (5p/loc.)	1,750	\$35.00	\$87,500.00	\$61,250.00	\$30,811.65	\$31,508.64
7040	ADA Voter Terminals	350	\$300.00	\$107,700.00	\$105,000.00	\$52,819.97	\$52,819.97
7040	Laptop	384	\$75.00	\$28,800.00	\$28,800.00	\$14,487.76	\$14,487.76
7040	Provisional Bags	350	\$5.00	\$1,750.00	\$1,750.00	\$880.33	\$880.33
7040	Election Supply Carts	350	\$199.80	\$71,728.20	\$69,930.00	\$35,178.10	\$35,178.10
7040	Regional Site Computer Setup	10	\$150.00	\$1,500.00	\$1,500.00	\$754.57	\$754.57
7050	Truck Rental/Van Rental	Runners /Regional Sites		\$5,500.00	\$6,141.15	\$3,089.29	\$3,089.29
7211	Phone Lines/Bulletin Board/Internet access	Election Cell phones for Tech's and department		\$5,000.00	\$5,000.00	\$2,515.24	\$2,515.24
RENTAL BUILDINGS							
7010	Location Rental	various polling locations		\$35,000.00	\$35,000.00	\$17,606.66	\$17,606.66
7010	Custodial Charges	various polling locations		\$60,000.00	\$56,711.37	\$28,528.50	\$28,528.50
PERSONNEL							
1020	Election Department Full Time Staff (Straight Time)	Includes VR WH and Admin		\$5,000.00	\$3,080.24	\$1,549.51	\$1,800.49
1020	Dallas County Employees (Straight Time)	Election Day @ Regional Sites		\$2,000.00	\$1,638.96	\$824.47	\$720.20
1020	Traffic Control Officers	Election Night & Supply Pickup		\$5,900.00	\$6,448.00	\$3,243.65	\$2,124.58
1020	Regional Site Support	Election Night & Supply Pickup		\$11,000.00	\$13,994.00	\$7,039.64	\$3,961.09
1020	Phone Bank	Election Day		\$4,000.00	\$2,526.00	\$1,270.70	\$1,440.40
1020	Techs (19)	Election Day		\$10,000.00	\$7,510.00	\$3,777.89	\$3,600.99
1020	Delivery of Election Returns	359 Judges @ \$25.00 per delivery		\$8,975.00	\$8,212.50	\$4,131.28	\$3,231.89
1020	Election Day Judges	330 Judges @ 14 hours @ \$11.00 p/h		\$55,286.00	\$50,400.42	\$25,353.80	\$19,908.42
1020	Election Day Clerks	Approximately 1028 Clerks @ 14 Hours @ \$10.00 p/h		\$201,600.00	\$135,632.50	\$68,229.57	\$72,595.91
1020	Central Count Staff (Straight Time)	Election Day		\$1,200.00	\$77.14	\$38.81	\$432.12
1020	Emergency Response Personnel	Election Day - Judges and Clerks		\$6,000.00	\$7,277.00	\$3,660.68	\$2,160.59
1050	Central Count Staff (Over Time)	Various Staff @Various Days @Various Hours @Various Pay Rates		\$2,000.00	\$928.73	\$467.19	\$720.20
1050	Dallas County Employees (Over Time)	Election Day @ Regional Sites		\$2,500.00	\$1,038.77	\$522.55	\$900.25
1050	Election Department Full Time Staff (Over Time)	Various Staff @Various Days @Various Hours @Various Pay Rates		\$25,000.00	\$20,382.78	\$10,253.50	\$9,002.47
1050	Election Part-Time Regular Admin. (Over Time)	Various Staff @Various Days @Various Hours @Various Pay Rates		\$2,000.00	\$653.27	\$328.63	\$720.20
1050	Sheriff's Deputies (Approximately 30)	Various Deputies @18 Hours @Various Pay Rates		\$21,000.00	\$22,035.03	\$11,084.66	\$7,562.07
1050	Election Warehouse Full Time Staff (Over Time)	Various Staff @Various Days @Various Hours @Various Pay Rates		\$7,000.00	\$9,573.94	\$4,816.15	\$2,520.69
1050	Warehouse Part-Timers (Over Time)	6 Part-Timers @Various Hours @ \$15.54 p/h		\$5,200.00	\$8,090.43	\$4,069.87	\$1,872.51
1060	Warehouse Part-Timers (Straight Time)	6 Part-Timers @Various Hours @ \$10.36 p/h		\$28,000.00	\$10,891.83	\$5,479.11	\$10,082.77
1111	Social Security Chargeback	6.2%		\$4,000.00	\$5,435.36	\$2,734.24	\$1,440.40
1112	Medicare	1.45%		\$1,000.00	\$1,318.52	\$663.28	\$360.10

	1113	PARS			1.3%	\$50.00	\$42.44	\$21.35	\$18.00	\$3.35
	1150	Retirement Charge Back			10%	\$7,000.00	\$9,468.05	\$4,762.88	\$2,520.69	\$2,242.19
	5590	Temporary Service		ED Texas Premier & Ad-A-Staff		\$17,500.00	\$14,408.64	\$7,248.23	\$6,301.73	\$946.50
	5590	Temporary Service		ED Bilingual Clerk		\$3,000.00	\$0.00	\$0.00	\$1,080.30	(\$1,080.30)
	MILEAGE									
	1080	Warehouse Mileage/Gas		\$0.575		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	1080	Mileage for Deputies		3,537	\$0.575	\$2,542.50	\$2,033.78	\$1,023.09	\$915.55	\$107.54
	3095	Gas		Tech Cars and Trucks		\$1,500.00	\$1,256.00	\$631.83	\$540.15	\$91.68
	SERVICE EXPENSE									
	5590	ES& S Support/Consulting (3 days technical support, 5 person each election, cost \$23,625.00) by 2015 contract	1	\$23,625.00		\$23,625.00	\$24,750.00	\$12,450.42	\$8,507.33	\$3,943.09
	5590	ES@S L and A Testing 1 person 2 days (cost \$3,150.00) by 2015 Contract	1	\$3,150.00		\$3,150.00	\$2,635.08	\$1,325.57	\$1,134.31	\$191.26
	5590	ES@S Express Pass Election Setup Fee	1	\$750.00		\$750.00	\$0.00	\$0.00	\$270.07	(\$270.07)
	5590	ROBIS (ED Support)	4 Persons Tech Team			\$6,000.00	\$8,535.00	\$4,293.51	\$2,160.59	\$2,132.92
	5590	IT Support (WYNDALCO)	18	\$67.50		\$1,215.00	\$1,907.00	\$959.31	\$437.52	\$521.79
	5590	Web Site/NTCOG	1 hour election support	\$95.00		\$95.00	\$0.00	\$0.00	\$34.21	(\$34.21)
	POSTAGE / SERVICE EXPENSE									
	2180	Poll location letters Judge/AII judge letters (NDSI)	Approximately 700 letters and response cards			\$7,000.00		\$0.00	\$2,520.69	(\$2,520.69)
	2180	Polling location Change Cards (NDSI)	Various Locations w/ Various Voters			\$8,000.00	\$8,967.95	\$4,511.30	\$2,880.79	\$1,630.51
	2170	Election Paychecks	1,345	\$0.46		\$828.00	\$618.70	\$311.24	\$298.16	\$13.08
	PREPARATION & TRANSPORTATION OF VOTING EQUIPMENT									
	2910	Election Day Equipment Delivery and Pickup (Election Department Specials)	75	\$22.50		\$2,250.00	\$1,687.50	\$848.89	\$810.22	\$38.67
	2910	Election Day Equipment Delivery and Pickup - Atlantic	313	\$72.00		\$25,848.00	\$22,500.00	\$11,318.57	\$9,307.83	\$2,010.74
	SUPPLY EXPENSE									
	2880	Voted Stamps	1,200	\$1.05		\$2,047.50	\$1,260.00	\$633.84	\$737.30	(\$103.46)
	2180	Official Optical Scan Ballots 14" 1 sided (ES&S)	348,375	\$0.1800		\$60,840.00	\$62,707.50	\$31,544.84	\$21,908.41	\$9,636.43
	2180	Test Ballots 14" 1 sided (ES&S)	20,580	\$0.1800		\$3,387.60	\$3,704.40	\$1,863.49	\$1,219.87	\$843.62
	2180	Pre-Marked Test Ballots 14" 1 sided & additional training ballots (ES&S)	5,426	\$0.1800		\$1,026.00	\$2,116.14	\$1,064.52	\$369.46	\$595.06
	2180	Official Ballot & Seal Certificate (ES&S)	1,024	\$3.40		\$3,177.72	\$3,476.48	\$1,748.83	\$1,144.29	\$504.54
	2180	Blank Ballot & Seal Certificate (ES&S)	0	\$3.40		\$101.85	\$0.00	\$0.00	\$36.68	(\$36.68)
	2180	Provisional Ballot Seal (ES&S)	1,024	\$3.40		\$3,177.72	\$3,476.48	\$1,748.83	\$1,144.29	\$504.54
	2180	ADA Ballot & Seal Certificate (ES&S)	350	\$3.40		\$1,222.20	\$1,188.25	\$597.75	\$440.11	\$157.64
	2180	Provisional Ballots (ES&S)	30,720	\$0.09		\$2,527.20	\$2,764.80	\$1,390.83	\$910.04	\$480.79
	2180	Sample Ballots 2 per precinct 1 sided ballot (ES&S)	2,048	\$0.09		\$168.48	\$184.32	\$92.72	\$60.67	\$32.05
	2180	Oath of Office/Statement of Expense (Accurate Forms)	23,100	\$0.13		\$3,001.85	\$1,868.05	\$939.72	\$1,080.96	(\$141.24)
	2180	AC Printing Expense	Election Judge Handbook and Training Packets			\$12,000.00	\$12,000.00	\$6,036.57	\$4,321.19	\$1,715.38
	2180	Judge Kits	350	\$55.00		\$19,745.00	\$19,250.00	\$9,683.66	\$7,110.15	\$2,573.51
	2880	Supplies	Misc. (as needed)			\$2,000.00		\$0.00	\$720.20	(\$720.20)
						\$1,215,625.82	\$1,065,131.39	\$535,811.52	\$437,745.36	\$98,066.15
	ELECTION DAY TOTAL									

AGENDA ITEM # 6

**STRATEGIC
PRIORITY:**

Public Safety

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

3

DEPARTMENT:

Department of Aviation

CMO:

Jody Puckett, 670-3390

MAPSCO:

63L

SUBJECT

Authorize **(1)** acceptance of the FY 2018 grant (Grant No. M1818 DLEX) from the Texas Department of Transportation (TxDOT) Aviation Division for the Routine Annual Maintenance Program at Dallas Executive Airport in an amount not to exceed \$50,000 or 50% of eligible project costs whichever is less; **(2)** a local cash match in the amount of \$50,000 for airport maintenance projects; **(3)** establishment of appropriations in an amount not to exceed \$50,000 in the TxDOT 2018 Routine Airport Maintenance-RAMP Project Fund; **(4)** receipt and deposit of funds in an amount not to exceed \$50,000 in the TxDOT 2018 Routine Airport Maintenance-RAMP Project Fund; and **(5)** execution of the grant agreement - Total not to exceed \$100,000 - Financing: Aviation Current Funds (\$50,000) (subject to appropriations) and Texas Department of Transportation Grant Funds (\$50,000)

BACKGROUND

The Routine Airport Maintenance Project (RAMP) is a State assisted airport maintenance program through a grant reimbursement that will enable the Department of Aviation to conduct needed repairs on the airport for annual maintenance. Some examples of the programs in the RAMP include Runway crack seal and Ramp area crack seal. The primary objective of the project is to:

- Conduct repairs as needed under the Routine Airport Maintenance Program under the guidelines of Texas Department of Transportation (TxDOT).

TxDOT will determine if the repairs are within the scope of eligible projects for the TxDOT Grant for Routine Airport Maintenance Program Funds and will participate in an amount equal to 50% of the eligible project costs with TxDOT's reimbursement not to exceed \$50,000.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 13, 2015, City Council authorized a grant reimbursement for the RAMP projects for fiscal year 2015, by Resolution No. 15-0834.

On May 25, 2016, City Council authorized a grant reimbursement for the RAMP projects for fiscal year 2016, by Resolution No. 16-0794.

On March 22, 2017, City Council authorized a grant reimbursement for the RAMP projects for fiscal year 2017, by Resolution No. 17-0474.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

Aviation Current Funds - \$50,000 (subject to appropriations)

Texas Department of Transportation Grant Funds - \$50,000

February 14, 2018

WHEREAS, the City of Dallas intends to enhance the city's economic vibrancy; particularly within the city's southern sector; and

WHEREAS, Dallas Executive Airport has proven to be a significant economic generator within the city's southern sector; and

WHEREAS, it is desirable to maintain the airport infrastructure to provide a safe and attractive environment for aircraft owners and operators to conduct business at Dallas Executive Airport; and

WHEREAS, the Texas Department of Transportation (TxDOT) has indicated that routine airport maintenance is a program that is eligible for state funding through their grant for Routine Airport Maintenance Program (RAMP) and will participate in an amount equal to 50% of the eligible costs, not to exceed \$50,000; and

WHEREAS, the City of Dallas and TxDOT participated in the RAMP program for fiscal year 2016 and accepted reimbursement funds from TxDOT for eligible costs for routine airport maintenance at Dallas Executive Airport per the agreement; and

WHEREAS, the total maintenance cost estimated for the fiscal year 2018 agreement is expected to be up to \$100,000 and the City of Dallas will be responsible for the total project costs with a reimbursement by TxDOT of 50% of the total project cost up to and not to exceed \$50,000.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to apply for and accept the FY 2018 grant (Grant No. M1818 DLEX) from the Texas Department of Transportation Aviation Division in an amount not to exceed \$50,000 or 50% of eligible project costs, whichever is less, related to the Routine Annual Maintenance Program (RAMP); provide a local cash match in the amount of \$50,000 for airport maintenance projects; and sign the grant agreement with the Texas Department of Transportation, approved as to form by the City Attorney.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$50,000 in the TxDOT 2018 Routine Airport Maintenance-RAMP Project Fund, Fund S320, Department AVI, Unit 3567, Object 3099.

February 14, 2018

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit the grant reimbursements in an amount not to exceed \$50,000 in the TxDOT 2018 Routine Airport Maintenance-RAMP Project Fund, Fund S320, Department AVI, Unit 3567, Revenue Source 6516.

SECTION 4. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$50,000 in the Aviation Current Fund, Fund 0130 Department AVI, Unit 7731, Object 3099 and Object 5011 for the approved amount by TxDOT for each fiscal year reimbursement.

SECTION 5. That the Chief Financial Officer is hereby authorized to reimburse the Aviation Current Fund, Fund 0130, Department AVI, Unit 7731, Object 5011 from the TxDOT 2018 Routine Airport Maintenance-RAMP Project Fund, Fund S320, Department AVI, Unit 3567, Object 3099 for the amount that is approved by TxDOT for reimbursement not to exceed \$50,000.

SECTION 6. That the City Manager is hereby authorized to reimburse the granting agency any expenditure 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 contract is designated as Contract No. AVI-2018-00005383.

SECTION 9. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 7

**STRATEGIC
PRIORITY:**

Public Safety

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

All

DEPARTMENT:

Department of Communication and Information Services

CMO:

Jody Puckett, 670-3390

MAPSCO:

N/A

SUBJECT

Authorize an Interlocal Agreement with Dallas County to provide two-way radio service, equipment, antenna space, microwave service and radio system airtime for the period October 1, 2017 through December 31, 2020 - Revenue: \$254,591

BACKGROUND

An Interlocal Agreement between the City and Dallas County was entered into in October 2005. The current three year term of that agreement ended September 30, 2017. Dallas County has found that it is advantageous to have their communication equipment maintained by and their radio airtime provided by the City of Dallas. On January 2, 2018, the Dallas County Commissioners' Court gave concurrent authorization for Dallas County to enter into a new three-year Interlocal Agreement with the City of Dallas for these services. The previous Interlocal Agreement with Dallas County had no adverse impact on the City's ability to provide wireless service to its own users and it will have no adverse impact in the future.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 28, 2011, City Council authorized a three-year Interlocal Agreement with Dallas County to provide two-way radio service, equipment, antenna space, microwave service and radio system airtime for the period October 1, 2011 through September 30, 2014, by Resolution No. 11-2526.

On February 25, 2015, City Council authorized a three-year Interlocal Agreement with Dallas County to provide two-way radio service, equipment, antenna space, microwave service and radio system airtime for the period October 1, 2014 through September 30, 2017, by Resolution No. 15-0348.

Information about this item will be provided to the Public Safety and Criminal Justice Committee on February 12, 2018.

FISCAL INFORMATION

Revenue - \$254,591

February 14, 2018

WHEREAS, on September 28, 2011, City Council authorized a three-year Interlocal Agreement with Dallas County to provide two-way radio service, equipment, antenna space, microwave service and radio system airtime for the period October 1, 2011 through September 30, 2014, by Resolution No. 11-2526; and

WHEREAS, on February 25, 2015, City Council authorized a three-year Interlocal Agreement with Dallas County to provide two-way radio service, equipment, antenna space, microwave service and radio system airtime for the period October 1, 2014 through September 30, 2017, by Resolution No. 15-0348.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an Interlocal Agreement with Dallas County, approved as to form by the City Attorney, to provide two-way radio service, equipment, antenna space, microwave service and radio system airtime for the period October 1, 2017 through December 31, 2020.

SECTION 2. That the Chief Financial Officer is hereby authorized to deposit funds from Dallas County in Fund 0197, Department DSV, Unit 1812, Revenue Code 7456.

SECTION 3. That this contract is designated as Contract No. DSV-2017-00003689.

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 # 8

**STRATEGIC
PRIORITY:**

Economic and Neighborhood Vitality

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

All

DEPARTMENT:

Department of Planning and Urban Design

CMO:

Raquel Favela, 670-3309

MAPSCO:

N/A

SUBJECT

Authorize an Interlocal Agreement with the University of Texas at Arlington to facilitate graduate level internships with the City of Dallas Department of Planning and Urban Design - Not to exceed \$35,804 - Financing: General Funds

BACKGROUND

The City of Dallas Department of Planning & Urban Design currently has 1.2 FTE's for intern positions included in the Fiscal Year 2017-18 General Fund budget. To efficiently keep these temporary positions filled with qualified interns, the City of Dallas Department of Planning and Urban Design is proposing to contract with the University of Texas at Arlington, through its College of Architecture, Planning, and Public Affairs (CAPPA). CAPPA will provide internship services, including advertising the internship positions, working with the City to select candidates based on project needs defined by, and hiring candidates as Graduate Research Assistants to report to the City of Dallas Department of Planning and Urban Design for internship assignments. CAPPA is the only college in the North Texas region with an urban planning graduate program, and has prior experience in facilitating a successful, ongoing internship program with the City of Arlington. The internship program is designed to provide graduate students the opportunity to learn and practice a variety of urban planning-related skills in an applied setting, and to provide a meaningful contribution to the City of Dallas Department of Planning and Urban Design's ongoing projects and programs related to planning, urban design and neighborhood vitality. This agreement is for a pilot program, with potential to renew in subsequent years. The University of Texas at Arlington Internship Program scope of services is attached.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development and Housing Committee on February 5, 2018.

FISCAL INFORMATION

General Funds - \$35,804

February 14, 2018

WHEREAS, pursuant to the terms of this Interlocal Agreement, the University of Texas at Arlington's College of Architecture, Planning, and Public Affairs (CAPPA) will hire and compensate interns through their Graduate Research Assistant program, and the City will provide projects, workspace, and oversight to facilitate the University of Texas at Arlington CAPPA's internship program; and

WHEREAS, the University of Texas at Arlington's CAPPA has authority to perform the internship services under authority granted in Section 65.31, of the Texas Education Code and Chapter 791, of the Texas Government Code; and

WHEREAS, the City of Dallas finds that the planning services to be provided by the University of Texas at Arlington through its Graduate Research Assistant program is a governmental function and service that has the authority to contract for under authority granted in Chapter 791, of the Texas Government Code; and

WHEREAS, the City of Dallas Department of Planning and Urban Design recommends entering into this Interlocal Agreement with the University of Texas at Arlington to facilitate a more streamlined and effective mechanism for filling its existing internship positions and to enhance its existing programs related to planning, urban design and neighborhood vitality.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign the Interlocal Agreement with the University of Texas at Arlington to facilitate graduate level internships with the City of Dallas Department of Planning and Urban Design, after approval as to form by the City Attorney.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse an amount not to exceed \$35,804 to the University of Texas at Arlington from the General Fund, Fund 0001, Department PNV, Unit 1598, Object 3994, Activity ECNR, PNV-2018-00004850, Commodity 96269, Vendor 0000035106.

SECTION 3. That this contract is designated as Contract No. PNV-2018-00004850.

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.

City of Dallas
2018 Planning and Urban Design/ UTA Internship Program
Scope of Services

Scope

The City of Dallas (COD) Department of Planning & Urban Design (PUD) has requested The University of Texas at Arlington (UTA), operating its College of Architecture, Planning, and Public Affairs (CAPPA), to provide internship services, including advertising the positions, working with the City to select candidates, and hiring candidates as Graduate Research Assistants, to report to the City of Dallas Department of Planning & Urban Design for internship assignments. The internship program is designed to provide graduate students the opportunity to learn and practice a variety of urban planning-related skills in an applied setting, and to provide a meaningful contribution to the City of Dallas Department of Planning and Urban Design's ongoing projects and programs.

Responsibilities of UTA CAPPA

- 1) CAPPA will advertise and post the available CAPPA intern positions pursuant to the City of Dallas' Planning & Urban Design's outline of needed skillsets. Additionally, CAPPA will provide PUD the applications received from this process for review.
- 2) CAPPA and PUD will jointly review submitted graduate student applications with PUD making the final determination of which students will be interviewed either in person or over the phone.
- 3) CAPPA will hire as Graduate Research Assistants (GRAs) those students selected by PUD from the available pool of candidates.
- 4) CAPPA will conduct background checks on the GRAs selected by PUD to be assigned as interns.
- 5) CAPPA will provide the selected GRAs with a weekly timesheet to be filled out by the GRA and approved by PUD.
- 6) CAPPA will re-advertise and re-post any position that becomes vacant in the event a GRA leaves the internship program or is dismissed by PUD.

Responsibilities of Planning and Urban Design (PUD)

- 1) PUD will assist with the hiring of GRA students by:
 - a) Providing the number of interns and the type of skillsets needed for 2018, so that CAPPa can advertise the positions.
 - b) Selecting from the pool of applicants the candidates to be interviewed (in person or by phone).
 - c) Making a final selection of graduate students to be hired for the internship program.
- 2) PUD will provide office space, office supplies, computer and internet access, and assignments for the GRA students for the assigned school term.
- 3) PUD will direct GRAs through the necessary internal process to receive an ID badge and computer access.
- 4) PUD will approve and submit to CAPPa each GRAs time sheet on a weekly basis.
- 5) PUD will immediately notify CAPPa if a GRA has abdicated their duties or is not up to performance standards so that CAPPa can advertise and re-post the position and hire a replacement intern as soon as is feasible.

Contract Term

The contract will commence on the date the ***Notice to Proceed*** is issued and will continue through September 30, 2018.

City of Dallas
2018 Planning and Urban Design/ UTA Internship Program
Budget, Payment and Billing

Program Budget

The total not to exceed budget for the *City of Dallas Planning & Urban Design/UTA Internship Program* is **\$38,981.25**, to be allocated as follows:

City of Dallas, Planning & Urban Design contribution: \$ 35,804.00 (not to exceed)
UTA CAPPA contribution: \$ 3,177.25
Total (not to exceed) **\$ 38,981.25**

Payment and Billing

- 1) The agreed upon billing rate for Graduate Research Assistants (GRAs) is as follows:

GRA Level	Stipend	Fringe Benefits 10%	UTA IDC 26%	Billing Rate
Masters	\$ 15.63	\$ 1.56	\$ 4.47	\$ 21.66
PhD	\$ 18.75	\$ 1.88	\$ 5.36	\$ 25.99

- 2) Interns are authorized to work a maximum of 20 hours per week.
- 3) The total cost under this agreement cannot exceed the program budget of **\$38,981.25**.
- 4) PUD will make the final determination as to the GRA level (Master's or PhD) to be assigned.

Billing

- 1) The University will invoice the City of Dallas, Planning & Urban Design Department, monthly for hours completed in the previous month.
- 2) Invoices shall be emailed to:

Brian Price	brian.price1@dallascityhall.com
Teresa Bateman	teresa.bateman@dallascityhall.com
Lisa Parker	lisa.parker@dallascityhall.com

3) The monthly invoice shall be itemized and, at a minimum, include the following:

- Invoice number
- Service period being invoiced (e.g., 1/1/18 – 1/31/18)
- Name of each intern for whom hours are being invoiced
- Indication of each intern's GRA level (Master's or PhD)
- Monthly rate for each intern being invoiced (unit cost)
- Number of hours being billed (backed up with the GRA's timesheet for the service period)
- Extended cost for each intern being invoiced (hourly rate multiplied by number of hours)
- Total monthly cost being invoiced for the service period

4) Each month's invoice shall have attached each GRA's approved monthly timesheet (signed by both the intern and their assigned City of Dallas Planning & Urban Design supervisor).

5) No more than 20 hours per week per intern may be billed in any month.

6) Within thirty (30) days of receipt of invoice, the City of Dallas will effect payment in the amount shown on UTA's approved invoice. The payments shall be remitted to:

VENDOR ID#:

The University of Texas at Arlington
ATTN: Grant and Contract Accounting
219 West Main Street
Box 19136
Arlington, TX 76019-0136

The total amount billed to the City of Dallas for the intern program will not exceed the City of Dallas' not to exceed contribution amount of **\$35,804.00**. Once the City of Dallas' maximum contribution limit has been met, the UTA CAPPA contribution amount will be used until the program budget is exhausted or until the end of the contract term, whichever comes first.

AGENDA ITEM # 9

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

N/A

DEPARTMENT:

Department of Sanitation Services

CMO:

Jody Puckett, 670-3390

MAPSCO:

N/A

SUBJECT

Authorize consent to a transfer of control of 100 percent of the ownership interests of Hart Waste Removal, L.P., a solid waste franchisee, from JHart Enterprises, L.C., a Texas limited liability company, formerly known as Hart Brothers Waste Removal, L.P., its general partner, and Jeffrey L. Hart, Jerry K. Hart and Jack M. Hart, Jr., its limited partners (the “Hart Owners”) to Ash Creek GP, LLC and Zach Whitt, in accordance with the terms of the franchise ordinance, Chapter XIV of the City Charter and Chapter 18, Article IV, of the Dallas City Code - Financing: No cost consideration to the City

BACKGROUND

Hart Waste Removal, L.P., a Texas limited partnership, (“Hart Waste”) formerly known as Hart Brothers Waste Removal, L.P., holds a solid waste disposal franchise pursuant to Ordinance No. 26640, adopted by the City Council on March 28, 2007 (“the Ordinance”), for use of the city streets to operate a solid waste collection service, in accordance with the regulations of Chapter XIV of the City Charter and Chapter 18, Article IV, of the Dallas City Code.

On October 31, 2017, Hart Waste gave notice that its owner, JHart Enterprises, L.C., a Texas limited liability company, formerly known as Hart Brothers Waste Removal, L.P., its general partner, and Jeffrey L. Hart, Jerry K. Hart and Jack M. Hart, Jr. had entered into an interest purchase agreement with Ash Creek GP, LLC and Zach Whitt for the purchase of 100 percent of the ownership interests of Hart Waste with a closing date of November 16, 2017. Section 8 of the Ordinance requires that there shall be no transfer or acquisition of control of the franchisee without the prior written consent of the City Council.

BACKGROUND (continued)

Before the City Council shall give its consent, Ash Creek GP, LLC and Zach Whitt, the proposed transferee of the ownership interests, and Hart Waste Removal, L.P., the franchisee, shall provide the Director of the Department of Sanitation Services with certain materials:

1. A written agreement to comply with, and accept all terms of the Ordinance;
2. Evidence of insurance required by the Ordinance;
3. The legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notice;
4. Payment of outstanding franchise fees and any other fees, taxes and payments, including fees, interest and penalties, due from franchisee to the City; and
5. Evidence satisfactory to the Director of the Department of Sanitation Services that the transferee has the legal, technical and financial ability to properly perform and discharge all obligations and liabilities of the Ordinance.

On November 17, 2017, the materials were provided, and the City is not waiving its right to audit the monthly and annual reports to determine that the amounts owed to the City have been correctly calculated and paid, therefore, the Director of the Department of Sanitation Services recommends that the City Council consent to the change of control of Hart Waste Removal, L.P.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 28, 2007, City Council granted a franchise to operate a solid waste collection service, pursuant to Chapter XIV of the City Charter, and Chapter 18, Article IV, of the Dallas City Code, to Hart Waste Removal, L.P. by Resolution No. 07-1000; Ordinance No. 26640. The franchise was accepted by the franchisee and became effective on March 28, 2007.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

No cost consideration to the City.

February 14, 2018

WHEREAS, Hart Waste Removal, L.P., a Texas limited partnership, (“Hart Waste”) holds a solid waste disposal franchise pursuant to Ordinance No. 26640 adopted by the City Council on March 28, 2007 (“the Ordinance”), for use of the city streets to operate a solid waste collection service, in accordance with the regulations of Chapter XIV of the City Charter and Chapter 18, Article IV, of the Dallas City Code; and

WHEREAS, Section 8, **Transfers of ownership and control**, of Subsection (c), **Transfer of control**, of the Ordinance requires the prior written consent of the City Council for a transfer or acquisition of control of the franchisee; and

WHEREAS, on October 31, 2017, Hart Waste gave notice that its owner, JHart Enterprises, L. C., a Texas limited liability company, its general partner, and Jeffrey L. Hart, Jerry K. Hart and Jack M. Hart, Jr., its limited partners (the “Hart Owners”), had entered into an interest purchase agreement with Ash Creek GP, LLC and Zach Whitt for the purchase of 100 percent of the ownership interests of the Hart Owners which closed on November 16, 2017; and

WHEREAS, Hart Waste submitted a complete and accurate application for consent on November 17, 2017, and Hart Waste has complied with the City’s approval requirements of the Ordinance, except for obtaining City Council approval prior to the close of the transaction; and

WHEREAS, the City Council has 120 days from the date of submission of a complete and accurate application to act upon the application for consent, and the City Council shall not unreasonably withhold its consent, but the City Council may grant such consent with conditions which it finds are necessary to ensure performance by Hart Waste under the Ordinance; and

WHEREAS, due to the representation by Hart Waste that economic circumstances prevented the delay of the transfer until City Council consent was obtained, the Director of the Department of Sanitation Services requests that the City Council approve the transfer of control with the understanding that the City Council’s granting of consent in this one instance shall not require it to grant consent in other instances.

Now, Therefore,

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

SECTION 1. That the City Council consents to the transfer of control of 100 percent of the ownership interest of Hart Waste Removal, L.P., a solid waste franchisee, from the Hart Owners, to Ash Creek GP, LLC and Zach Whitt.

February 14, 2018

SECTION 2. That nothing in this consent shall be construed to waive or release any rights of the City of Dallas to require prior written consent of the City Council for any transfer of control, acquisition, or assignment of any solid waste franchise ordinance granted by the City Council or to the right to audit and to require payment of any past due fees owed to the City.

SECTION 3. That the granting of this consent by the City Council does not authorize future transfers of control, acquisition, or assignment by Hart Waste Removal, L. P., or Ash Creek GP, LLC and Zach Whitt without first obtaining the prior consent of the City Council.

SECTION 4. That this contract is designated as Contract No. SAN-2018-00005007.

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 # 10

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

N/A

DEPARTMENT:

Department of Sanitation Services

CMO:

Jody Puckett, 670-3390

MAPSCO:

N/A

SUBJECT

Authorize ordinances granting five franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: \$16,032

BACKGROUND

Each solid waste hauler operating in Dallas must apply for and receive a franchise to operate a solid waste collection service in the city. For a company to be submitted to City Council for franchise consideration, Sanitation Services requires the company to meet certain preliminary minimum provisions before a franchise application will be considered. Preliminary provisions include providing proof of meeting minimum insurance requirements, confirmation that the company is registered to do business in the State of Texas, the company's intent to pick up and haul solid waste in the City of Dallas, a list of vehicles that are code compliant, payment of all city taxes (if applicable) and no past history by principals of the company operating a franchised hauling business as a principal that went out of business owing the City franchise fees or disposal fees. These businesses have met all of the preliminary requirements to be considered for a franchise ordinance.

These franchise ordinances, like the franchisees adopted since January 25, 2017, require the City to approve transfer of ownership or sale of assets in accordance with the City Charter, have tightened reporting and payment provisions for franchisees, require strict compliance with annual certificate of insurance renewal submissions, are for a franchise term of five years, and allow the City Council to amend the franchise, if needed, more easily and have a clearer acceptance process.

BACKGROUND (continued)

There are currently 229 approved franchise ordinances in Dallas. As part of the franchise agreement, franchisees shall pay a fee of not less than four percent of the gross receipts resulting from the operation of the solid waste collection service within the City.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 27, 2006, City Council authorized an amendment to Chapter 18 of the Dallas City Code to revise fees for private solid waste haulers and establish a franchise fee method for regulating solid waste haulers by Resolution No. 06-2638; Ordinance No. 26480.

On October 12, 2015, the Quality of Life & Environment Committee was provided information regarding changes to ordinances related to new solid waste collection service franchise agreements.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

Estimated Annual Revenue - \$16,032

Franchises for Solid Waste Collection Services

<u>Proposed Franchise Haulers</u>	<u>Estimated Annual Franchise Revenue</u>
Antonio Esquivel, Owner - dba A & A Construction Company	\$ 4,800.00
Cowboy and Sons, LLC - dba Cowboy Trucking	\$ 1,152.00
G.L. Morris Enterprises, Inc. - dba Sunbelt Industrial Services	\$ 1,440.00
Royalty Recycling & Waste, LLC	\$ 1,440.00
Sun Drywall, Limited Liability Company	<u>\$ 7,200.00</u>
Total	\$16,032.00

ORDINANCE NO. _____

An ordinance granting a franchise to Antonio Esquivel, Owner, d/b/a A & A Construction Company, a sole proprietorship, with its principal address at 11271 Mosier Valley Road, Euless, Texas 76040, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Antonio Esquivel, Owner, d/b/a A & A Construction Company, a sole proprietorship, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY.** FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS

PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with

legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance

shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the

city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th)

calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an

invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the

operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for

any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably

related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its

right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

- (1) Exercise its rights to impose liquidated damages as described in Subsection (e).
- (2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.
- (3) Suspend the franchise granted under this ordinance.
- (4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Antonio Esquivel, Owner
A & A Construction Company
11271 Mosier Valley Road
Euless, Texas 76040

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter.

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed February 14, 2018

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

Antonio Esquivel, Owner, d/b/a A & A Construction Company, a sole proprietorship, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on February 14, 2018.

Dated: ____ day of _____, 2018.

FRANCHISEE:

Antonio Esquivel, Owner
d/b/a A & A Construction Company
a sole proprietorship

By: _____
Antonio Esquivel, Owner

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2018 by Antonio Esquivel, Owner of A & A Construction Company, a sole proprietorship, on behalf of himself as Owner.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to Cowboy and Sons, LLC dba Cowboy Trucking, a Texas limited liability company, with its principal address at 5812 Whispering Cedar Drive, Dallas, Texas 75236, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Cowboy and Sons, LLC dba Cowboy Trucking, a limited liability company, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY.** FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS

PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with

legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance

shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the

city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th)

calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an

invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the

operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for

any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably

related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its

right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

- (1) Exercise its rights to impose liquidated damages as described in Subsection (e).
- (2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.
- (3) Suspend the franchise granted under this ordinance.
- (4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Romona M. Diaz, Co-owner
Cowboy and Sons, LLC
dba Cowboy Trucking
5812 Whispering Cedar Drive
Dallas, Texas 75236

Elfego V. Diaz, Co-Owner
Cowboy and Sons, LLC
dba Cowboy Trucking
5812 Whispering Cedar Drive
Dallas, Texas 75236

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies

provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to

remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all

applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter.

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed

to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed February 14, 2018

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B
Acceptance

Cowboy and Sons, LLC dba Cowboy Trucking, a Texas limited liability company, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on February 14, 2018.

Dated: ____ day of _____, 2018.

FRANCHISEE:

Cowboy and Sons, LLC
dba Cowboy Trucking,
a Texas limited liability company

By: _____
Romona M. Diaz, Co-Owner

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2018 by Romona M. Diaz, Co-Owner of Cowboy and Sons, LLC dba Cowboy Trucking, a Texas limited liability company, on behalf of said company.

(Seal)

Notary Public's Signature

By: _____
Elfego V. Diaz, Co-Owner

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2018 by Elfego V. Diaz, Co-Owner of Cowboy and Sons, LLC dba Cowboy Trucking, a Texas limited liability company, on behalf of said company.

_____(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to G.L. Morris Enterprises, Inc. dba Sunbelt Industrial Services, a Texas corporation, with its principal address at 2415 Cullen Street, Fort Worth, Texas 76107, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means G.L. Morris Enterprises, Inc. dba Sunbelt Industrial Services, a Texas corporation, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY.** FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL

IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO

CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such

matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all

endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and

franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of

February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed

for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of

franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

- (A) compliance of franchisee's vehicles with solid waste and air quality requirements;
- (B) customer service, including but not limited to a listing of customer complaints and their resolution;
- (C) history in regard to prompt and accurate payment of franchise fees;
- (D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city

proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security

interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and

the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

- (1) Exercise its rights to impose liquidated damages as described in Subsection (e).
- (2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.
- (3) Suspend the franchise granted under this ordinance.
- (4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Marla K. Murphy, President
G.L. Morris Enterprises, Inc.
dba Sunbelt Industrial Services
2415 Cullen Street
Fort Worth, Texas 76107

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter.

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed February 14, 2018

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

G.L. Morris Enterprises, Inc. dba Sunbelt Industrial Services, a Texas corporation, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on February 14, 2018.

Dated: ____ day of _____, 2018.

FRANCHISEE:

G.L. Morris Enterprises, Inc.
dba Sunbelt Industrial Services,
a Texas corporation

By: _____
Marla K. Murphy, President

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2018 by Marla K. Murphy, President of G.L. Morris Enterprises, Inc. dba Sunbelt Industrial Services, a Texas, on behalf of said corporation.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to Royalty Recycling & Waste, LLC, a Texas limited liability company, with its principal address at 1316 Flanders Street, Dallas, Texas 75208, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Royalty Recycling & Waste, LLC, a Texas limited liability company, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY.** FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS

PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with

legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance

shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the

city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th)

calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an

invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

(A) compliance of franchisee's vehicles with solid waste and air quality requirements;

(B) customer service, including but not limited to a listing of customer complaints and their resolution;

(C) history in regard to prompt and accurate payment of franchise fees;

(D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the

operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for

any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably

related to the transaction, including the purchase price of the solid waste collection service, and the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its

right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

- (1) Exercise its rights to impose liquidated damages as described in Subsection (e).
- (2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.
- (3) Suspend the franchise granted under this ordinance.
- (4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Juan C. Flores, Co-Owner
Royalty Recycling & Waste, LLC
1316 Flanders Street
Dallas, Texas 75208

Juan M. Perez Maldonado, Co-Owner
Royalty Recycling & Waste, LLC
1316 Flanders Street
Dallas, Texas 75208

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies

provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to

remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all

applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter.

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed

to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed February 14, 2018

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B
Acceptance

Royalty Recycling & Waste, LLC, a Texas limited liability company, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on February 14, 2018.

Dated: ____ day of _____, 2018.

FRANCHISEE:

Royalty Recycling & Waste, LLC
a Texas limited liability company

By: _____
Juan C. Flores, Co-Owner

State of Texas
County of Dallas

This instrument was acknowledged before me on _____, 2018 by Juan C. Flores, a Co-Owner of Royalty Recycling & Waste, LLC, a Texas limited liability company, on behalf of said company.

(Seal)

Notary Public's Signature

By: _____
Juan M. Perez Maldonado, Co-Owner

State of Texas
County of Dallas

This instrument was acknowledged before me on _____, 2018 by Juan M. Perez Maldonado, a Co-Owner of Royalty Recycling & Waste, LLC, a Texas limited liability company, on behalf of said company.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to Sun Drywall Limited Liability Company, a Texas limited liability company, with its principal address at 10314 Brockwood Road, Dallas, Texas 75238, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

WHEREAS, safe and responsible solid waste collection, transport, and processing is necessary for the protection of the public health and a compelling governmental interest;

WHEREAS, solid waste haulers often use heavy equipment that contributes substantially to damage and wear and tear of the public ways, necessitating expenditures of City of Dallas resources for the maintenance and repair of those public ways, for which the City of Dallas is entitled to reasonable compensation and reimbursement;

WHEREAS, the franchise and regulation of solid waste collection, transport, and processing is necessary and furthers a compelling public interest;

WHEREAS, the City of Dallas is authorized to grant one or more non-exclusive franchises for the provision of solid waste collection service to premises within the City of Dallas; and

WHEREAS, the city council of the City of Dallas is of the opinion that the granting of the franchise on the terms and conditions set forth in this ordinance is in the public interest and in the interest of the City of Dallas and its residents. Now, Therefore,

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

SECTION 1. Preamble. That the declarations contained in the preamble to this ordinance are material and are hereby repeated and incorporated herein as a part of this ordinance as though they were fully set forth in this Section 1.

SECTION 2. Definitions. That for the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meaning given in this ordinance. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. Words defined elsewhere in this ordinance shall be accorded that meaning throughout this ordinance. Words not defined shall be given their common and ordinary meaning.

(a) AFFILIATE and AFFILIATED means any entity controlling, controlled by, or under common control with the franchisee.

(b) AUTHORIZED AREA means the entire area from time to time within the corporate limits of the City of Dallas.

(c) CITY means the City of Dallas, a municipal corporation, a political subdivision of the State of Texas.

(d) CITY CHARTER means the city's organic law, equivalent to a constitution, which defines the city's existence and prescribes the powers, duties, and organization of the city's governmental structure.

(e) CITY CODE means the ordinances of the city codified into the Dallas City Code, The Revised Code of Civil and Criminal Ordinances of the City of Dallas, Texas (1960 Edition, 1997 Printing), as amended from time to time.

(f) CITY MANAGER means the city manager or the city manager's designated assistant or representative.

(g) CONTROL (and its variants) means actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of franchisee; (ii) an agreement of the holders of voting stock or rights of franchisee which effectively vests or assigns policy decision-making in any person or entity other than franchisee; or (iii) a sale, assignment or transfer of any shares or interest in franchisee which results in a change in the control of franchisee.

(h) COUNCIL means the governing body of city. This section does not authorize delegation of any decision or function that is required by the city charter or state law to be made by the council. In any case in which a hearing is held pursuant to this ordinance, the council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

Unless otherwise stated in this ordinance or prohibited by the city charter or state law, the council may delegate to the city manager or the director the exercise of any and all of the powers conferred upon city by its charter or by general law relating to the administration and enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

(i) DIRECTOR means the director of the department of sanitation services, or the director's designated representative.

(j) FRANCHISE means the grant of the non-exclusive permission and privilege to use public ways under this ordinance, and all of the incidental rights and obligations as described by this ordinance.

(k) FRANCHISEE means Sun Drywall Limited Liability Company, a Texas limited liability company, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

(l) PUBLIC WAYS means all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated for the benefit of all utilities. Public ways does not include property of city which is not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated for the benefit of all utilities.

(m) SOLID WASTE COLLECTION SERVICE means the term as defined in Section 18-29(5) of the Dallas City Code.

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants

franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

(a) Franchisee purpose. Franchisee accepts the grant set forth above and agrees to operate and maintain the solid waste collection service in the authorized area in accordance with the terms and provisions of this ordinance.

(b) Other services. By granting this ordinance, city is not authorizing any non-solid waste collection service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by franchisee which are not solid waste collection services. Franchisee shall immediately notify city if it provides any non-solid waste collection services within the authorized area.

(c) No priority. This ordinance does not establish any priority for the use of the public ways by franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the public ways. In the event of any dispute as to the priority of use of the public ways, the first priority shall be to the public generally, the second priority to city, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the city manager in the exercise of the city's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the

legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

(e) Emergencies. City may temporarily suspend the operation of the solid waste collection service of franchisee in the event of a public emergency or calamity as determined by city. In such event, neither city nor any agent, contractor, or employee of city shall be liable to franchisee or its customers or third parties for any damages caused them or the solid waste collection system. Where reasonably possible, prior notice shall be given to franchisee. In any event, notice of such action shall be given to franchisee after such action is taken.

(f) Compliance with law and standards of operation. Franchisee shall be subject to and comply with all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

(g) Other approvals and authorizations. This ordinance does not relieve and franchisee shall comply with any obligation to obtain permits, licenses and other approvals from city or other units of government, which are required for the operation and maintenance of the solid waste collection service.

(h) City's right of eminent domain reserved. Nothing in this ordinance shall limit any right city may have to acquire by eminent domain any property of franchisee.

(i) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

(j) Disputes among public ways users. Franchisee shall respect the rights and property of city and other authorized users of the public ways. Disputes between franchisee and other similar franchisees over use of public ways shall be submitted to the director for resolution; provided, however, that franchisee reserves its rights to submit such disputes directly to a court of competent jurisdiction.

SECTION 4. Service requirements.

(a) It is expressly understood and agreed that franchisee has the non-exclusive right, to the extent permitted by this ordinance, to collect and transport solid waste within the authorized area where the individuals or companies contract with franchisee for those services, excluding residential service (other than apartment complexes and motels). Notwithstanding the exclusion for residential service, city reserves the right during the term of this franchise ordinance to collect and transport solid waste and other materials from any source whatsoever, including but not limited to apartment complexes, motels, and any commercial venue without any amendment or modification of this franchise ordinance. Franchisee shall, at its own expense, furnish personnel and equipment to collect and transport, solid waste and shall establish and maintain the contracted solid waste collection service in an efficient and businesslike manner.

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

(c) Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the public ways and other facilities that are damaged as a result of the negligence of franchisee, its officers, agents, or employees, during franchisee's operations pursuant to this ordinance.

(d) Franchisee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by the city or by other responsible governmental agencies having jurisdiction must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill, pursuant to Chapter 18 of the city code, as amended. Disposal of all solid waste collected by franchisee from premises within the authorized area must be made at an approved solid waste disposal, collection, or processing facility, transfer station or landfill in accordance with the Dallas City Code.

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY.** FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS, AND CONTRACTORS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:

(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL

IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

(2) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, PENALTIES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES, WHICH MAY BE IMPOSED UPON OR ASSERTED AGAINST THE INDEMNITEES BECAUSE OF ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY FRANCHISEE, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION; AND FRANCHISEE SHALL PAY ALL JUDGMENTS, WITH COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT WHICH MAY BE OBTAINED AGAINST CITY RELATED TO ANY SUCH CLAIM. UPON THE WRITTEN REQUEST OF CITY, FRANCHISEE SHALL IMMEDIATELY, AT ITS SOLE COST AND EXPENSE, CAUSE ANY LIEN COVERING CITY'S PROPERTY AS DESCRIBED IN THIS SUBPARAGRAPH TO BE DISCHARGED OR BONDED.

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO

CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

(b) Franchisee's assumption of risk. Franchisee undertakes and assumes for its officers, employees, agents, contractors, and subcontractors (collectively "Franchisee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about any city-owned or controlled property, including the public ways, **AND FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO ANY PERSON (OTHER THAN FROM AN INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.**

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such

matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

(d) Expenses. The indemnitees shall give franchisee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5. Nothing herein shall be deemed to prevent the indemnitees from participating in the defense of any litigation by their own counsel at their own expense. Franchisee shall pay all expenses incurred by the indemnitees in participating in the defense, provided that the participation has been requested or required by franchisee in conducting the defense. These expenses may include out-of-pocket expenses reasonably and necessarily incurred, such as attorney fees and the reasonable value of any services rendered by city's counsel and the actual expenses of the indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by the indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by franchisee.

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all

endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

(f) Changes in insurance coverage. Franchisee shall provide the city with true and complete copies of all changes to insurance policies, including any cancellation, coverage change, or termination notice, or any replacement insurance, before these changes become effective. Certificates of insurance reflecting the annual renewal, replacement insurance or coverage changes must be submitted when such policies become effective to provide evidence of continuing insurance coverage. Although certificates are routinely accepted as substitutes for copies of insurance policies, the city shall have the right to access and copy any such policy of insurance. The director may prevent franchisee from operating a solid waste collection service under this franchise until satisfactory evidence of insurance coverage required under this section is presented to the director.

(g) Adjustments to insurance requirements. City reserves the right to review the insurance requirements stated in Exhibit A during the effective period of this ordinance and to recommend to the council reasonable adjustments in the insurance requirements contained in the city code prior to the anniversary renewal of the insurance when deemed necessary and prudent by city's Office of Risk Management. Any adjustments shall be mutually agreeable to city and

franchisee, and based upon changes in statutory law, court decisions, or the claims history of the industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

(h) Liability of franchisee. Approval, disapproval, or failure to act by city regarding any insurance supplied or not supplied by franchisee shall not relieve franchisee of full responsibility or liability for damages and accidents as set forth in this ordinance. The bankruptcy, insolvency, or denial of liability by any insurer of franchisee shall not exonerate franchisee from the liability obligations of franchisee provided for under this ordinance.

SECTION 6. Fees, payments and compensation.

(a) Compensation required. Because the special use of the public ways by franchisee and the special business purpose for which the public ways are being used requires rental compensation for the rights and privileges granted under this ordinance, franchisee shall pay city throughout the term of this ordinance a fee in an amount equal to four percent of franchisee's gross receipts, calculated monthly and payable based on the gross receipts realized during the calendar month immediately preceding the calendar month in which the payment is due (hereinafter called the "franchise fee").

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of

February, the payment is due on February 28th. Subject to applicable law, the compensation set forth in this Section 6 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any monthly payment or partial payment is received by the city later than 10 days after the due date, franchisee shall pay interest on the past due amount at the rate prescribed in Section 2-1.1 of the Dallas City Code. Payment shall be accompanied by a monthly report certified by an officer of franchisee showing the total gross receipts of the preceding calendar month. The monthly report shall also include a detailed breakdown of gross receipts and the computation of the payment amount.

(c) Annual report. Franchisee shall file with city by February 1 of each calendar year an annual report showing the total gross receipts of the preceding calendar year along with the information required under Section 18-41 of the Dallas City Code. Such annual report shall include a detailed breakdown of gross receipts and the computation of the payment amount.

(d) City audit. City may audit franchisee (or any affiliate of franchisee who has information directly pertaining to gross receipts) as often as is reasonably necessary to verify the accuracy of the franchise fees paid to city. All books, records, accounts, or other documents in paper or electronic form, necessary for the audit shall be made available by franchisee at a single location in the Dallas-Fort Worth metropolitan area. Any net undisputed amount due to city, plus interest at the rate prescribed in Section 2-1.1 of the Dallas City Code, c, calculated from the date each portion of the underpayment was originally due until the date franchisee remits the underpayment to the city, shall be paid by franchisee within 45 days after city's submitting an invoice for the underpayment to franchisee with reasonable detail supporting the amount claimed. If the amount of the underpayment exceeds five percent of the total franchise fee owed

for the audit period, franchisee shall pay city's audit costs as well. City's right to audit and franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

(a) Term and extensions. The term of this ordinance shall be five (5) years from the effective date of this ordinance.

(b) Franchisee rights upon termination. Subject to applicable law, this ordinance and all rights, permissions, and privileges of franchisee under this ordinance shall automatically terminate on the expiration of the term of this ordinance, unless extended by mutual agreement, court order, or applicable law.

(c) Performance evaluation. In order to: (i) assure that franchisee is complying with the terms of this ordinance, as it may be from time to time amended, and (ii) promote a sharing of information between city and franchisee, city may schedule a performance evaluation no more often than every five years during the term of this ordinance, subject to Subsection (d) of this section, in accordance with the following process:

(1) At least 90 days prior to each performance evaluation, city shall notify franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by franchisee pursuant to Subsection (c)(2)(D) below. Unless specifically waived by the council, attendance of franchisee's duly authorized representative at these meetings is mandatory.

(2) Within 60 days from receipt of notification, franchisee shall file a report with city that is sworn to by a representative of franchisee knowledgeable of the operations of

franchisee within the authorized area, in reasonable detail, specifically addressing, at a minimum, the following areas:

- (A) compliance of franchisee's vehicles with solid waste and air quality requirements;
- (B) customer service, including but not limited to a listing of customer complaints and their resolution;
- (C) history in regard to prompt and accurate payment of franchise fees;
- (D) any other topic deemed material or relevant by city for its enforcement of this ordinance.

(3) All reports to be prepared under this subsection and submitted by franchisee shall be based upon information for at least the most recent five-year period, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than six months before the time of the performance evaluation.

(4) Following receipt of the report, but not less than 30 days prior to the performance evaluation, city may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Franchisee shall make reasonable effort to provide such additional information to city prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, franchisee shall notify city in writing explaining the reasons for any delay. The city may authorize a delay of the performance evaluation for a reasonable time to allow franchisee to submit the additional documentation.

(5) The council shall hear any interested persons during such performance evaluation. Franchisee shall be entitled to all the rights of due process consistent with city

proceedings, including but not limited to, the right to be heard, the right to present evidence, and the right to ask questions of witnesses.

(6) Upon request of city, franchisee shall assist city in notifying customers of the evaluation session. The actual costs associated with the notification, in an amount not to exceed \$1,000.00, shall be borne by franchisee.

(d) Additional performance evaluations. Notwithstanding Subsection (c), the council may initiate and conduct such additional performance evaluations regarding franchisee's performance under this ordinance as the council, in its sole discretion, may deem justified or necessary under the circumstances. Franchisee shall be given reasonable notice of the date, time, and location of any such additional performance evaluations.

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

(1) Only franchisee and its affiliates, if any, shall operate, manage, and maintain the solid waste collection service. As provided in Chapter XIV, Section 2(5) of the Dallas City Charter, no franchise, nor the assets held by the franchise holder, may be sold, assigned, transferred, or conveyed to any other person, firm, corporation, or other business entity without the consent of the city first had and obtained by ordinance or resolution, unless otherwise specifically provided in this franchise ordinance. If the purchaser is the holder of a like franchise, the franchise purchased shall be canceled and merged into the franchise held by the purchaser upon terms and conditions as may be set out by the city council when permission for merger is granted. Franchisee shall not directly or indirectly transfer or assign, in whole or in part, the operation, management, ownership, or maintenance of the solid waste collection service without the prior written consent of the council as provided in Subsections 8(b) and 8(c) below.

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting, in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

(3) Franchisee shall provide the director written notice, within five calendar days after its occurrence, of any change in the corporate or business structure, change in the chief executive or the top executive structure, change in the board of directors, or other change in the corporate or business method of governance of franchisee, regardless of whether or not it results in a transfer or assignment of the franchise or a transfer of control or ownership of franchisee.

(b) Transfer and assignment procedures. This ordinance or the solid waste collection service shall not be transferred or assigned, by operation of law or otherwise, nor shall title to franchisee's rights and obligations under this ordinance or to the solid waste collection service pass to or vest in any person, other than for mortgaging or financing of solid waste collection operations or to an affiliate of franchisee under the conditions described below, without the prior written consent of the council. This ordinance shall not be leased or subleased without the prior written consent of the council. The procedures related to transfer or assignment are as follows:

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security

interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

(2) Franchisee may, without additional approval by the council, transfer or assign this ordinance to an affiliate provided that the affiliate: (i) assumes all of franchisee's obligations and liabilities under this ordinance occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this ordinance; and (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of franchisee. The director shall be advised in writing of such transfer and of the affiliate's qualifications at least 60 days before such transfer occurs. The city shall be reimbursed any reasonable, documented costs it incurs in connection with such transfer, including the expenses of any investigation or litigation respecting a proposed or consummated transfer, up to a maximum of \$10,000.00.

(c) Transfer of control. There shall be no transfer of or acquisition of control of franchisee without the prior written consent of the council.

(d) Schedule of ownership. Franchisee represents and warrants that its current ownership is as set forth on Exhibit C, attached to and made a part of this ordinance, and that it has full legal and equitable title to the solid waste collection service as of the effective date of this ordinance.

(e) Applications for consent/procedure/restrictions. If franchisee seeks to obtain the consent of the council to any transactions or matters described in this section, franchisee shall submit an application for such consent to the city and shall submit or cause to be submitted to the city such additional documents and information as the director may request that are reasonably related to the transaction, including the purchase price of the solid waste collection service, and

the legal, financial, and technical qualifications of the proposed transferee or new controlling entity.

(1) The council shall have 120 days from the date of submission of a complete and accurate application to act upon the application for consent. If the council fails to act upon such application for consent within 120 days, such application shall be deemed as consented to unless city and franchisee otherwise agree to an extension of time.

(2) The council shall not unreasonably withhold its consent to any proposed transaction. The council may: (i) grant its consent outright, (ii) grant such consent with conditions, which conditions it finds are necessary to ensure performance of franchisee or its successor under this Ordinance, or (iii) deny consent.

(3) Nothing in any approval by the city under this section shall be construed to waive or release any rights of city in and to the public ways, public places of city or property owned by city.

(4) Nothing in any approval by city under this section shall be construed as a waiver or release of any of city's police powers, or as an exercise of eminent domain.

(5) City's granting of consent in any one instance shall not require it to grant consent in other instances.

(6) Franchisee shall reimburse city for the incidental costs incurred by city in considering any request of franchisee under this section. Such reimbursement shall not exceed \$10,000.00, shall be supported by invoices, and shall not include any costs or expenses incurred by city in defending any denial of the request; provided, however, that city does not waive its right to request that its attorney's fees and other costs be reimbursed by court order in any litigation related to denial of a request under this section.

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council shall consider giving its consent, the proposed transferee, assignee, purchaser, buyer, foreclosing party, or other person or entity seeking to obtain the rights and obligations under this ordinance through a change of control shall provide the director: (i) an agreement and acceptance in writing to comply with all terms of this ordinance, as amended; (ii) all evidence of insurance required under this ordinance, as amended; (iii) the legal name and address of the transferee, and all persons sharing control of the transferee, with a full description of their experience in the solid waste disposal industry, as well as the name and address of the person to be contacted for notices; (iv) payment of outstanding franchise fees and any other fees, taxes, and payments, including fees, interest, and penalties, due from franchisee to the city; and (v) evidence satisfactory to the director that transferee has the legal, technical, and financial ability to properly perform and discharge all obligations and liabilities of this ordinance.

(g) Transfer of control requirements. In the event of a transfer of control, before such transfer becomes effective and before the council shall consider giving its consent, the proposed transferee shall agree in writing to not take any action that will keep franchisee from complying with this ordinance.

SECTION 9. Defaults.

(a) Events of default. The occurrence of any one or more of the following events at any time during the term of this ordinance shall constitute an event of default by franchisee under this ordinance:

(1) The failure or refusal by franchisee to pay the franchise fee when due as prescribed by this ordinance, or any failure to perform on any agreed or court-mandated extension or modification of such payment obligation.

(2) Franchisee's material violation of or failure to comply with any provision or condition of Article IV of Chapter 18 of the Dallas City Code relating to solid waste collection service franchisees or any other applicable provision or condition of the city code.

(3) Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this ordinance, or franchisee's failure or refusal to perform any obligation contained in this ordinance.

(4) Franchisee's failure or refusal to pay or cause to be paid any of city's governmentally-imposed taxes of any kind whatsoever, including but not limited to real estate taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(5) The entry of any judgment against franchisee in which another party becomes entitled to possession of substantially all of franchisee's assets of the solid waste collection service, for which change in possession the consent of the council has not been obtained, and such judgment is not stayed pending rehearing or appeal for 45 or more days following entry of the judgment.

(6) The dissolution or termination, as a matter of law, of franchisee without the prior consent or approval of city, which approval, if formally requested, shall not unreasonably be withheld.

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

(8) Franchisee attempts to dispose of any of the facilities or property of its solid waste collection service with the intent of preventing city from purchasing it as provided for in this ordinance.

(9) Franchisee engages in any fraudulent or deceitful conduct with city or its customers.

(10) Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this ordinance, or in connection with any report of gross income as required by this ordinance.

(11) Any director, officer, employee, or agent of franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this ordinance.

(12) Franchisee's failure or refusal to comply with or a violation of any applicable local, state, or federal law or regulation.

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the occurrence of an event of default by franchisee which cannot be cured by the immediate payment of money to city or a third party, franchisee shall have 60 days from the date of written notice from city to franchisee of the occurrence of the event of default to cure the event of default before city may exercise any of its rights or remedies provided for in Section 10, unless the director, the city manager, or the council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an event of default is not cured within the time period allowed for curing the event of default, as provided above, the event of default becomes, without additional notice, an uncured event of default, which shall entitle city to exercise the remedies provided for in Section 10.

SECTION 10. Remedies.

(a) Default remedies. Upon the occurrence of any uncured event of default as described in Section 9, the director shall report the occurrence of same to the city manager and the council. The council shall be entitled in its sole discretion and upon recommendation of the director and the city manager to exercise any or all of the following cumulative remedies:

- (1) Exercise its rights to impose liquidated damages as described in Subsection (e).
- (2) Authorize the city attorney to commence an action against franchisee at law or in equity, or both, including an action for monetary damages and specific performance.
- (3) Suspend the franchise granted under this ordinance.
- (4) Revoke the franchise granted under this ordinance.

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

(c) Revocation procedure. Upon the occurrence of an uncured event of default, the council shall have the right to revoke this ordinance. Upon revocation, the rights, permissions, and privileges comprising the franchise granted under this ordinance shall be automatically deemed null and void and shall have no further force or effect and the provisions that are contractual in nature which are also included as a part of this ordinance are hereby automatically terminated, except that franchisee shall retain the obligation to report gross income and make franchisee fee payments covering the period prior to the effective date of the revocation. Upon revocation, city shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, prior to any council hearing to formally consider revocation of the franchise granted under this ordinance, the director shall notify franchisee in writing at least 10 days in advance of the council hearing at which the issue of revocation shall be considered and decided. Franchisee shall have the right to appear before the council in person or by legal counsel and raise any objections or defenses franchisee may have that are relevant to the proposed revocation. In addition, the following procedures shall apply in regard to the revocation hearing:

(1) The council shall hear and consider the issue of revocation, shall hear any person interested in the issue, and shall determine, in its sole discretion, whether or not any violation by franchisee has occurred justifying a revocation of the franchise.

(2) At such hearing, franchisee shall be provided due process, including the right to be heard, to ask questions of witnesses, and to present evidence.

(3) Upon completion of the hearing described above, the council shall render a decision. Within a reasonable time, the director shall transmit a copy of the decision to franchisee. Franchisee shall be bound by the council's decision, unless it appeals the decision to a court of competent jurisdiction within 15 days after the date of the decision. Franchisee reserves the right to challenge both the decision itself and the fairness of the process followed by the city in the proceeding.

(4) The council reserves the right, in its sole discretion, to impose liquidated damages or to pursue other remedies as provided in this Section 10 in lieu of a revocation.

(d) Letter of credit. As security for the faithful performance by franchisee of the provisions of this ordinance and compliance with all orders, permits, and directions of city and the payment of all claims, liens, fees, liquidated damages, and taxes to city, franchisee shall deposit with city, no later than the effective date of this ordinance, an unconditional and irrevocable letter of credit in a penal amount equal to one month's franchise fee payment. The initial value of the letter of credit shall be established on the basis of the monthly franchise fee that would have been paid on the previous calendar year's monthly average gross receipts on a cash basis from any source derived at any location regardless of whether those receipts were earned entirely within the authorized area. The letter of credit shall be updated annually in January of each calendar year during the term of this ordinance. The value of the annually updated letter of credit will be equal to the average monthly franchise fee payment submitted by franchisee as required in this ordinance during the previous calendar year. The letter of credit must be issued by a federally-chartered or state-chartered financial institution with a principal

office or branch located in Dallas County and otherwise acceptable to the council, on terms acceptable to the council and approved by the city attorney. The letter of credit shall expressly provide that partial draws are permitted and that a draft thereon to the order of the city will be honored upon presentation to the issuing financial institution at a principal office or branch located within Dallas County of a letter of demand from city delivered in person or by courier delivery. The letter of demand must be signed by a person purporting to be the city's chief financial officer, city manager, or director. No supporting documents will be required and no other language, other than a demand to pay and a recitation of title, will be required as conditions for permitting the draw. Failure to timely deposit the letter of credit, or the failure to maintain the letter(s) of credit in the full amount required under this subsection and in effect during the entire term of this ordinance, or any renewal or extension of this ordinance, shall constitute a material breach of the terms of this ordinance.

(1) If franchisee fails to make timely payment to city or its designee of any amount due as a result of this ordinance or fails to make timely payment to city of any taxes due; or fails to repay city for damages and costs, including attorney's fees; or fails to comply with any provision of this ordinance which city reasonably determines can be remedied by an expenditure of monies, city may draw upon the letter of credit an amount sufficient to repay city with interest as set forth in this ordinance, if not otherwise specified by law.

(2) Within three days after a drawing upon the letter of credit, city shall send written notification of the amount, date, and purpose of the drawing to franchisee by certified mail, return receipt requested.

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the

balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

(4) No later than 30 days after mailing of notification to franchisee of a draw pursuant to Subsection (d)(2) above, franchisee shall cause the letter of credit to be restored to the full amount required under this ordinance. Failure to timely restore the letter of credit shall constitute a material breach of the terms of this ordinance.

(5) The rights reserved to city with respect to this letter of credit are in addition to all other rights and remedies of city, whether reserved by this ordinance or authorized by law, and no action, proceeding or exercise of a right with respect to such letter of credit shall affect any other rights city may have.

(e) Liquidated damages. The parties agree that: (1) the harm or damage caused by any material breach of this franchise, other than the failure to pay franchise fees, is of a kind that is difficult or incapable of estimation; and (2) the amount of liquidated damages stipulated in the ordinance is a reasonable forecast of just compensation. Therefore, in addition to the other remedies provided for in this Section 10, liquidated damages in the amounts set forth below may be assessed by the council upon franchisee, following the notice and opportunity to cure procedures in Subsection (f) below, for failure or refusal to comply with any material term or condition of this ordinance or for any other uncured event of default. In the event the council determines that franchisee has committed, continued, or permitted a material failure or refusal of compliance or other uncured event of default that has not been cured as provided in this ordinance, franchisee shall pay \$2,000 per day for each day or part of a day that the material

failure or refusal or other uncured event of default is committed, continued, or permitted, unless the council at the time of imposition of the civil penalty determines that good cause justifies a lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

(f) Liquidated damages procedure. Liquidated damages may be assessed by the council in accordance with the following procedure:

(1) Following notice from the director, which notice, at the director's election, may be combined with the notice described in Section (9)(b), franchisee shall meet with the director to attempt to resolve any disagreements on whether liquidated damages should be assessed or what liquidated damages should be recommended to the council. If there is no resolution of the issue within 15 days after the mailing of the notice, then the director shall present the director's recommendation regarding liquidated damages to the city manager for review and concurrence. If the city manager concurs in the director's recommendation that liquidated damages should be assessed, the matter shall be presented to the council. The director shall notify franchisee of the recommendation of the city manager to the council, the time and date of the proposed hearing concerning the issue of liquidated damages, and a statement that franchisee has a right to appear and be heard before the council on the matter. In order to appear before and be heard by the council, franchisee must comply with applicable council procedures which can be obtained from the city secretary.

(2) Upon presentation of the recommendations of the director and the city manager, the council may decide on one or more of the following courses of action:

(A) to authorize the city attorney to proceed against franchisee under Section 10(a)(2);

(B) to assess liquidated damages in the amount provided above for the applicable material violation or uncured event of default. Council may provide for a lesser amount and may suspend all or part of said assessment upon reasonable conditions for any reasonable period, up to the end of the franchise;

(C) to determine that liquidated damages are not justified under the circumstances and assess no damages; or

(D) to remand the matter to the city manager or the director for further investigation, consideration, and recommendation to the council.

(3) Assessment of liquidated damages by the council shall be a monetary obligation of franchisee to city in the amount determined by the council and shall be paid in full by franchisee within 15 business days after the date of assessment by the council.

(4) The procedures stated in this Subsection (f) do not apply to the council's determination to require the payment of money, in lieu of other available remedies, in a revocation proceeding under Subsection (b)(4).

(g) Remedies cumulative. Subject to applicable law, the rights and remedies of city set forth in this Section 10 shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the council determines that a violation by franchisee was franchisee's fault and within its control, the council may pursue any or all of the remedies provided in Section 10. The remedies of city created under this ordinance shall be cumulative to the maximum extent permitted by law. The exercise by city of any one or more remedies under this ordinance shall not preclude the exercise by city, at the same or different times, of any other

remedies for the same material uncured event of default. Notwithstanding any provision of this ordinance, however, city shall not recover both liquidated damages and actual damages for the same violation, breach, non-compliance, or material uncured event of default.

(h) Curable violations. Franchisee shall not be found in violation of this ordinance or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of franchisee or occurs as a result of circumstances beyond its control, and, if curable, is promptly cured. Franchisee shall not be excused by mere economic hardship nor by the negligence or malfeasance of its directors, officers or employees.

(i) City right to purchase. In the event city revokes the franchise granted under this ordinance for cause, terminates the franchise as provided in Subsection (j) below, or denies renewal of the franchise granted under this ordinance, city shall have the right (but not the obligation) subject to the applicable provisions of city charter, directly or as an intermediary, to purchase the assets of the solid waste collection system through its authority under, and procedures applicable to, eminent domain.

(j) Termination in the public interest. Nothing in this section shall be construed as affecting the right of the council under the city charter to terminate this ordinance without cause in the public interest when it is deemed inconsistent with the public use of city's public ways or is deemed to cause or constitute a nuisance.

SECTION 11. Providing Information.

(a) Complete and accurate books required. Franchisee shall keep complete and accurate books of account and records of its solid waste collection service business and operations under and in connection with this ordinance in accordance with generally accepted accounting principles and generally accepted government auditing standards.

(b) City review of documentation. City may fully review such of franchisee's books, accounts, documents, and other records of franchisee or franchisee's affiliates during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this ordinance. All books, accounts, documents, and other records shall be made available at a single location in the Dallas-Fort Worth metropolitan area. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records; where possible, such items shall be made available in a CD-ROM disk or other similar platform in a format that is readable by city's computers. The reviewable items shall include, but shall not be limited to, records required to be kept by franchisee pursuant to law and the financial information underlying the written report accompanying the franchise fee. To the extent permitted by law, city agrees to treat any information disclosed by franchisee under this section as confidential, if and only to the extent that franchisee provides prior written notice that specific information is confidential as trade secrets or proprietary competitive information. Blanket or overly broad claims of confidentiality will be of no effect.

(c) Additional reports. Franchisee shall, when required by the council, the city manager, or the director, report to city any reasonably requested information relating to franchisee or the affiliates or necessary for the administration of this ordinance. The director shall have the right to establish formats for these additional reports, determine the time for these reports and the frequency with which these reports, if any, are to be made, and require that any reports be made under oath.

SECTION 12. General.

(a) Entire agreement. This ordinance (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between city and franchisee, superseding all oral or written previous negotiations or agreements between city and franchisee relating to matters set forth in this ordinance. This ordinance can be amended by an ordinance enacted by the council. Such action by council does not require the hearing procedures for revocation set forth in Subsection 10(4)(b) of this ordinance, but only the posting of an agenda item and the opportunity for speakers to be heard on the item.

(b) Notices. Except as otherwise provided in Subsection 12(c) of this ordinance, any notice, payment, statement, or demand required or permitted to be given under this ordinance by either party to the other may be effected by any of the means described in Subsection 12(d) of this ordinance. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If to City:

City Manager
City of Dallas
Dallas City Hall
1500 Marilla – Room 4/F/North
Dallas, Texas 75201

With a copy to:

Director
Department of Sanitation Services
3112 Canton Street, Suite 200
Dallas, Texas 75226

If to Franchisee:

Yolanda Enriquez, Owner
Sun Drywall Limited Liability Company
10314 Brockwood Road
Dallas, Texas 75238

Either city or franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this Subsection 12(b). Any notice given by either city or franchisee must be signed by an authorized representative.

(c) Notice of claim. This ordinance is subject to the provisions of Section 2-86 of the Dallas City Code, relating to requirements for filing a notice of a breach of contract claim against city. Section 2-86 of the Dallas City Code is expressly incorporated by reference and made a part of this ordinance as if written word for word in this ordinance. Contractor shall comply with the requirements of Section 2-86 as a precondition of any claim against city relating to or arising out of this ordinance.

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due, and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter.

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

BY _____
Assistant City Attorney

Passed February 14, 2018

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

Sun Drywall Limited Liability Company, a Texas limited liability company, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on February 14, 2018.

Dated: ____ day of _____, 2018.

FRANCHISEE:

Sun Drywall Limited Liability Company,
a Texas limited liability company

By: _____
Yolanda Enriquez, Owner

State of Texas
County of Dallas

This instrument was acknowledged before me on _____, 2018 by Yolanda Enriquez, owner of Sun Drywall Limited Liability Company, a Texas limited liability company, on behalf of said company.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

AGENDA ITEM # 11

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

2, 4, 5, 6, 7, 8

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

44 J 46 C U V X 55 F N Z 56 B C X 59 X 65 B 69 A N

SUBJECT

Authorize **(1)** the quitclaim of 17 properties acquired by the taxing authorities from the Tax Foreclosure Sheriff's Sale that will be sold to the highest qualified bidders; and **(2)** the execution of release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment (list attached) - Estimated Revenue: \$137,000

BACKGROUND

This item authorizes the quitclaim of 17 properties that were foreclosed by the Sheriff's Department for unpaid taxes pursuant to judgments or seizure warrants from a District Court and the release of liens for any non-tax liens that may have been filed by the City and were included in the foreclosure judgment. These properties will be sold to the highest qualified bidder and will return to the tax rolls upon conveyance.

Successful bidders will be required to sign a certification stating that they are not purchasing these properties on behalf of the foreclosed owners and that they have no debts owed to the City, no pending code violations, and are not chronic code violators.

All properties were reviewed by the Housing and Neighborhood Revitalization Department for infill houses and were not desired for that program.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

Estimated Revenue - \$137,000

MAP

Attached

TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES PROPERTY LIST

ITEM #	STREET ADDRESS	VAC/IMP	COUNCIL DISTRICT	ZONING	PARCEL SIZE	STRUCKOFF AMOUNT	DCAD
1	5509 ALTON	V	2	D(A)	.2038	\$71,050.00	\$71,050.00
2	1619 BANNOCK	V	7	PD-595	.1721	\$6,750.00	\$6,750.00
3	3429 CHIHUAHUA	V	6	R5A	.1990	\$4,500.00	\$5,900.00
4	1205 COMPTON	V	4	LI	.0697	\$1,030.00	\$1,710.00
5	2721 CROSS	V	7	PD-595	.0646	\$16,960.00	\$2,500.00
6	1835 FERNWOOD	V	4	R-7.5(A)	.3498	\$19,500.00	\$22,500.00
7	1610 FORDHAM	V	4	R-7.5(A)	.2122	\$19,280.00	\$19,280.00
8	3514 FRANK	V	7	PD-595	.2806	\$25,070.00	\$7,500.00
9	3710 HAMILTON	I	7	PD-595	.1436	\$56,284.00	\$73,430.00
10	2411 JENNINGS	I	4	R-7.5(A)	.1482	\$34,010.00	\$37,560.00
11	3407 KIMBLE	V	7	PD-595	.0931	\$6,000.00	\$6,000.00
12	9515 MICKEY	V	8	R-10(A)	1.7530	\$22,380.00	\$29,750.00
13	9912 SEAGOVILLE	V	5	R-5(A)	.1370	\$27,241.00	\$9,000.00
14	2924 SEATON	V	4	R-7.5(A)	.2665	\$12,000.00	\$15,000.00
15	2527 SOUTHLAND	I	7	PD-595	.1584	\$42,045.00	\$46,130.00
16	3808 SPRING	V	7	PD-595	.0406	\$5,000.00	\$5,000.00
17	861 WIXOM	V	8	R-7.5(A)	.4783	\$24,500.00	\$24,500.00



February 14, 2018

WHEREAS, the City of Dallas ("City"), the State of Texas ("State"), the County of Dallas, ("County"), and/or Dallas Independent School District ("DISD") acquired Sheriff Deeds to properties ("Properties") at a sheriff tax sale ("the First Sale") authorized by a Judicial Foreclosure ("Judgment") in a District Court in Dallas County, Texas. The Sheriff's Deeds were recorded in the real property records of Dallas County, Texas as described on "Exhibit A," attached herein and incorporated by reference; and

WHEREAS, pursuant to the Texas Attorney General Opinion No. JM-1232 and Section 34.05(a) of the Texas Property Tax Code, the City may re-sell the Properties ("the Second Sale") subject to any right of redemption existing at the time of the Second Sale; and

WHEREAS, pursuant to the provisions of Chapter 34, Section 34.05 of the Texas Property Tax Code, a taxing entity is authorized to re-sell the Properties ("the Second Sale"); and

WHEREAS, by accepting its pro rata proceeds from the Second Sale, the State agrees to the transfer of Properties in which it has an interest; and

WHEREAS, the City Manager, acting on behalf of the County pursuant to a County Commissioner's Court Order, and acting on behalf of DISD pursuant to a School Board Resolution have the authority to execute Quitclaim Deeds to the purchasers of Properties at the Second Sale, and transfer any rights, title, or interests acquired or held by each taxing entity that was a party to the Judgment at the First Sale; and

WHEREAS, the Properties will be advertised in the Dallas Morning News to be offered for re-sale; and

WHEREAS, the City Council has previously approved the re-sale of other Properties where funds were not received, nor disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County; and

WHEREAS, the distribution of the proceeds from the resale of the Properties will be in accordance with Chapter 34, Section 34.06 of the Texas Property Tax Code.

Now, Therefore,

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

SECTION 1. That upon receipt of the monetary consideration from the purchasers, and upon consent by the County and DISD, the City Manager after approval as to form by the City Attorney and attested by the City Secretary, is hereby authorized to execute Quitclaim Deeds to the Properties to be sold to the highest qualified bidders, conveying to the purchasers the right, title, and interest acquired or held by each taxing entity that

February 14, 2018**SECTION 1.** (continued)

was a party to the Judgment, subject to any right of redemption, post-Judgment taxes and post Judgment non-municipal liens, and in accordance with the written agreement of the terms, conditions, and release of the taxing entities.

SECTION 2. That the consideration received from the Second Sale shall be distributed pursuant to Chapter 34, Section 34.06 of the Texas Property Tax Code, and applied to the payment of the court costs, interest, and cost of sale and applied to the amount of delinquent taxes, penalties, and non-tax municipal liens as set forth in the Judgment and pursuant to the order of the court.

SECTION 3. That all purchasers shall be responsible for the pro rata portion of property taxes for the remaining part of the current calendar year that will be assessed from the date of closing of the Second Sale. Purchasers shall also be responsible for any post-Judgment taxes, penalties and interest, pursuant to the Texas Property Tax Code, and post-Judgment non-municipal liens. The Properties shall be replaced on the tax rolls as of the date of execution of Quitclaim Deeds.

SECTION 4. That to the extent authorized by law, any liens securing taxes referenced in Section 2 above are hereby released. That the City Manager, after approval as to form by the City Attorney, is hereby authorized to execute a release(s) of lien for any non-tax municipal lien(s) which (i) are included in the Judgments issued in the foreclosure suits filed by the City on the lot(s) shown on Exhibit "A"; or (ii) arise or are filed of record post Judgment and prior to the Second Sale by the City on the lot(s) shown on Exhibit "A".

SECTION 5. That any and all proceeds from the Second Sale, including funds not received, nor disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County will be deposited to General Fund, Fund 0001, Department DEV, Balance Sheet Account 0519.

SECTION 6. That upon receipt of the consideration from the Second Sale, the Chief Financial Officer is hereby authorized to disburse the proceeds in accordance with Chapter 34, Section 34.06 of the Texas Property Tax Code. Calculations for disbursements shall be provided by the Director of Sustainable Development and Construction to the City of Dallas Land Based Receivables, the Dallas County District Clerk, and the Dallas County Tax Office from the account specified in Section 5, above.

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.

**TAX FORECLOSED AND SEIZURE WARRANT PROPERTY RESALES
EXHIBIT A**

ITEM #	STREET ADDRESS	LEGAL DESCRIPTION	VAC/IMP	OWNED BY TAXING ENTITIES
1	5509 ALTON	LOT 16, BLOCK K/698	V	1, 2, 3
2	1619 BANNOCK	LOT 10, BLOCK C/1687	V	1, 2, 3
3	3429 CHIHUAHUA	LOT 8, BLOCK B/7115	V	1, 2, 3
4	1205 COMPTON	LOT 10, BLOCK A/3391-1/2	V	1, 2, 3
5	2721 CROSS	LOT 15, BLOCK 9/1829	V	1, 2, 3
6	1835 FERNWOOD	LOT 8, BLOCK 25/3705	V	1, 2, 3
7	1610 FORDHAM	LOT 16, BLOCK 23/4319	V	1, 2, 3
8	3514 FRANK	LOTS 5 AND 6, BLOCK 1/1828	V	1, 2, 3
9	3710 HAMILTON	LOT 17, BLOCK E/1628	I	1, 2, 3
10	2411 JENNINGS	LOT 1, BLOCK 16/5855	I	1, 2, 3
11	3407 KIMBLE	LOT 2, BLOCK A2/1230	V	1, 2, 3
12	9515 MICKEY	BLOCK 1179	V	1, 2, 3
13	9912 SEAGOVILLE	LOT 24, BLOCK A/7883	V	1, 2, 3
14	2924 SEATON	LOT 13, BLOCK /8631	V	1, 2, 3
15	2527 SOUTHLAND	LOT 4, BLOCK A/1957	I	1, 2, 3
16	3808 SPRING	LOT 2, BLOCK 1830	V	1, 2, 3
17	861 WIXOM	LOTS 2A AND 3, BLOCK 7817	V	1, 2, 3

*1=CITY, 2=DISD, 3=COUNTY, 4=STATE (All properties are located in the City of Dallas, Dallas County, Texas)

AGENDA ITEM # 12

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

46J

SUBJECT

An ordinance abandoning two portions of Trunk Avenue to Tall Cotton Properties, LTD. and Baylor Health Care System, the abutting owners, containing a total of approximately 9,808 square feet of land, located near its intersection with Elm Street; and authorizing the quitclaim - Revenue: \$220,680, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of two portions of Trunk Avenue to Tall Cotton Properties, LTD., and Baylor Health Care System, the abutting owners. The area will be included with the property of the abutting owners for the renovation of the Continental Gin property. The abandonment fee is based on an independent appraisal.

Notices were sent to 20 property owners located within 300 feet of the proposed abandonment area. There was one response received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

Revenue - \$220,680, plus the \$20 ordinance publication fee

OWNERS

Tall Cotton Properties, LTD.

John C. Tatum, General Partner

Baylor Health Care System

Erle A. Nye, Assistant Vice President

MAP

Attached

ORDINANCE NO. _____

An ordinance providing for the abandonment of two portions of Trunk Avenue located adjacent to City Blocks 833 and 844 in the City of Dallas and County of Dallas, Texas; subject to a reverter; providing for the quitclaim thereof to Tall Cotton Properties, LTD., and Baylor Health Care System; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Tall Cotton Properties, LTD., a Texas limited partnership, and Baylor Health Care System, a Texas non-profit corporation, hereinafter referred to collectively as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter interest, the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions and reverter herein provided, said portions of Trunk Avenue are not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

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

Now, Therefore,

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

SECTION 1. That the tracts of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject,

SECTION 1. (continued)

however, to the reverter and the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **TWO HUNDRED TWENTY THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS (\$220,680.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10, 11, 12 and 13, the City of Dallas does by these presents **QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date, the reverter, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tract of land hereinabove described in Exhibit A as follows: unto Tall Cotton Properties, LTD., and Baylor Health Care System, all of its right, title and interest in Tract 1 and Tract 2 of Exhibit A in proportion to their abutting ownership per Texas Local Government Code 272.001. Provided however, that if **GRANTEE**, their successors and assigns, fails to file a final replat of the adjoining properties as required in Section 9 of this ordinance by the earlier of (i) the date applicable pursuant to the requirements of the Dallas Development Code Chapter 51A-8.403(a)(4)(D) which provides in pertinent part, as may be amended:

“(D) Except as provided in this subparagraph, a preliminary plat approved by the commission expires five years after the commission action date approving the plat if no progress has been made toward completion of the project in accordance with Texas Local Government Code Section 245.005. An approved minor plat, amending plat (minor), or an administrative plat expires two years after the commission action date approving the plat or within two years after the date of the subdivision administrator’s action letter approving the administrative plat if no progress has been made toward completion of the project in accordance with Texas Local Government Code Section 245.005”;

or (ii) the date that is the sixth anniversary of the passage of this ordinance; **THEN** this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns,

SECTION 2. (continued)

shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE**.

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

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

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

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

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

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, their successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to

SECTION 8. (continued)

any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, their successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, 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 areas 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 as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall record a final replat of the adjoining properties showing dedication of a sidewalk easement as needed upon the

SECTION 9. (continued)

approval and acceptance of the Director of Sustainable Development and Construction prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas. Failure to record a final replat in accordance with the terms of this section shall render this ordinance null and void and of no further effect.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- (a) not build any structure over the abandonment areas.
- (b) provide adequate access to the adjacent property owner located at 232 Trunk Avenue to Hall Street.
- (c) ensure approval is obtained from the City of Dallas Planning Department granting a pedestrian access and connection through the abandonment areas.
- (d) maintain the following conditions for the intersection of Trunk Avenue and Elm Street: (i) not impede or remove on-street parking or require signage; (ii) not impeded to the addition of on-street parking or required signage; (iii) install no special pavers, stone or decorative concrete within 24 inches of the curb or edge of the loading dock unless, easily adapted to support the placement of poles for governmental signs and/or parking meters with (1) the removal of sections of the area (to be backfilled with concrete) or (2) drilled into for placement of items or (3) portholes left in place or created for the placement of governmental signage and/or parking meters. Placement is subject to the approval of the Director of the Transportation Department.
- (e) acknowledge a municipal wastewater easement shall be maintained in the abandonment area, until such time as **GRANTEE** shall relocate said facilities in accordance with Exhibit B.
- (f) acknowledge existing Atmos facilities are in the abandonment area. If conflicts exist, **GRANTEE** would be responsible for cost to relocate those facilities otherwise, Exhibit B would apply.

SECTION 11. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, Baylor Health Care System shall convey or cause to be conveyed a quitclaim deed to Tall Cotton Properties, LTD., within 90 days of the effective date of this ordinance, relinquishing interest, if any, to said abandonment areas, a description of which is attached hereto and made a part hereof as Exhibit A, recorded in the Real Property Records of Dallas County, Texas. Failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 12. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey or cause to be conveyed an Access Easement to Baylor Health Care System, within 90 days of the effective date of this ordinance, being a parcel of land in City Blocks 833 and 844 containing approximately 2,415 square feet, a description of which is attached hereto and made a part hereof as Exhibit C.

SECTION 13. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the effectiveness of this ordinance, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, their successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 14. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment areas are located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and completion of instruments conveying real estate interest set forth in Sections 11 and 12, the Director

SECTION 14. (continued)

of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the areas abandoned herein, subject to a reverter interest, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 15. That this contract is designated as Contract No. DEV-2018-00004549.

SECTION 16. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

DAVID COSSUM, Director

Department of Sustainable Development and Construction

BY:


Assistant City Attorney

BY:


Assistant Director

Passed _____.

STREET RIGHT OF WAY ABANDONMENT

Portion of Trunk Avenue
Adjacent to Block 833 and Block 844
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 1

BEING a 9,366 square foot, 0.2150 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas and being a portion of Trunk Avenue (variable width R.O.W.) conveyed by Deed, recorded in Volume 317, Page 105 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), being adjacent to a tract of land conveyed to Tall Cotton Properties, LTD. by Special Warranty Deed recorded in Instrument Number 200600208731 of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and by Correction to Special Warranty Deed, recorded in Instrument Number 201600329008 (O.P.R.D.C.T.), a tract of land conveyed to the City of Dallas, by Quitclaim Deed recorded in Instrument Number 20080151603 (D.R.D.C.T.), Elm Street (variable width Right-of-way), a tract of land conveyed to Baylor Health Care System (here on referred to as Baylor Tract 1) by Special Warranty Deed, recorded in Instrument Number 20080364660 (D.R.D.C.T.), a tract of land conveyed to Baylor Health Care System (here on referred to as Baylor Tract 2) by Special Warranty Deed, recorded in Instrument Number 201200177795 (O.P.R.D.C.T.), a tract of land conveyed to Patricia L. Stahl by Deed without Warranty, recorded in Instrument Number 201100137089 (O.P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found in the northeast line of said Trunk Avenue, same being the North corner of said City of Dallas tract, and also being in the southwest line of said Tall Cotton Properties, LTD. tract;

THENCE S 42°41'27" E, along the northeast line of said Trunk Avenue and the southwest line of said City of Dallas Tract, a distance of 237.26 feet to a 5/8-inch "BDD" capped iron rod set for corner at the intersection of the northeast line of said Trunk Avenue and the northwest line of said Elm Street;

THENCE S 71°41'28" W, departing the northeast line of said Trunk Avenue and along the northwest line of said Elm Street, a distance of 16.70 feet to a 5/8-inch "BDD" capped iron rod set for corner at the intersection of the northwest line of said Elm Street and the southwest line of said Trunk Avenue, same being the East corner of said Baylor Tract 1;

THENCE N 43°06'27" W, passing at a distance of 168.86 feet, the North corner of said Baylor Tract 1, same being the East corner of said Baylor Tract 2, continuing for a total distance of 197.99 feet to 5/8-inch "BDD" capped iron rod set for the beginning of a tangent curve to the left;

THENCE along said tangent curve to the left and along the North line of said Baylor Tract 2, through a central angle of 24°21'49", an arc length of 311.35 feet, having a radius of 732.20 feet and a chord bearing and distance of N 55°17'21" W, 309.01 feet to a 5/8-inch "BDD" capped iron rod set for corner;

THENCE S 88°13'23" E, passing at a distance of 39.15 feet the South corner of said Patricia L. Stahl tract, continuing for a total distance of 59.88 feet to a 5/8-inch "BDD" capped iron rod set in the southeast line of said Patricia L. Stahl tract, same being the southwest corner of said Tall Cotton Properties, LTD. tract, said point also being the beginning of a non-tangent curve to the right;

THENCE along said non-tangent curve to the right and the southwest line of said Tall Cotton Properties tract, through a central angle of 21°15'15", having an arc length of 225.32 feet, a radius of 607.41 feet and a chord bearing and distance of S 53°19'04" E, 224.03 feet to a 5/8-inch iron rod found for corner;

THENCE S 42°41'27" E, a distance of 7.05 feet to the POINT OF BEGINNING containing 9,366 square feet or 0.2150 acres of land, more or less.

(For SPRG use only)

Reviewed by: *JD*
Date: 10/2/2017
SPRG NO.: 4193



BASIS OF BEARING:

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

Bearings are based upon the Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 (NAD83), Adjustment Realization 2011.

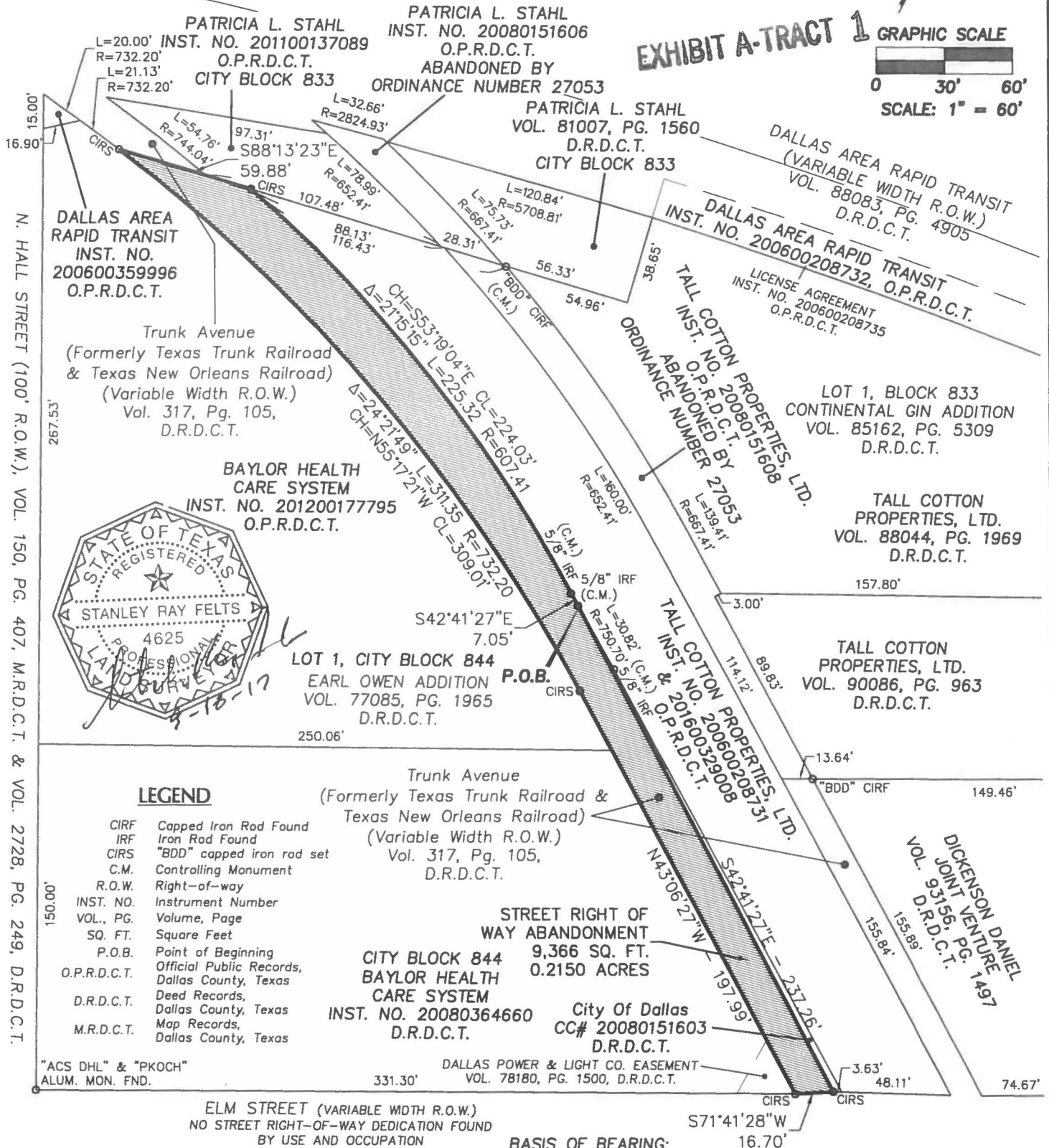
(For SPRG use only)

Reviewed by: **JP**
Date: **10/2/2017**
SPRG NO.: **4193**

STREET RIGHT OF WAY ABANDONMENT

Portion of Trunk Avenue
Adjacent to Block 833 and Block 844
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 1 **GRAPHIC SCALE**
0 30' 60'
SCALE: 1" = 60'



BROCKETTE · DAMS · DRAKE, Inc.
consulting engineers

Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204
(214)824-3647, fax (214) 824-7064

SEPTEMBER, 2017

SHEET 2 OF 2

C17076 AB 2&3

STREET RIGHT OF WAY ABANDONMENT

All of a 442 Sq. Ft. Tract of Land
Situating Between City Block 833 and Block 844
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 2

BEING a 442 square foot, 0.0101 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas and being all of that tract of land conveyed to the City of Dallas by Warranty Deed, recorded in Instrument Number 20080151603 of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 442 square foot tract being adjacent to a part of Trunk Avenue (variable width R.O.W.) conveyed by Deed, recorded in Volume 317, Page 105 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), being adjacent to a tract of land conveyed to Tall Cotton Properties, LTD. by Special Warranty Deed recorded in Instrument Number 200600208731 (O.P.R.D.C.T.) and by Correction to Special Warranty Deed, recorded in Instrument Number 201600329008 (O.P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found in the northeast right-of-way line of Trunk Avenue (variable width R.O.W.), same being the southwest line of a tract of land conveyed to Tall Cotton Properties, LTD., by Special Warranty Deed recorded in Instrument Number 200600208731 (O.P.R.D.C.T.), said corner being the beginning of a non-tangent curve to the right;

THENCE along said non-tangent curve to the right and the southwest line of said Tall Cotton Properties, LTD., through a central angle of 02°21'08", having an arc length of 30.82 feet, a radius of 750.70 feet and a chord bearing and distance of S 44°26'13" E, 30.82 feet to a 5/8-inch iron rod found for corner;

THENCE S 43°18'09" E, continuing along the southwest line of said Tall Cotton Properties, LTD., a distance of 208.25 feet to a "X" cut set for corner, same being the southwest corner of said Tall Cotton Properties, LTD. and the northwest right-of-way line of Elm Street (variable width R.O.W.);

THENCE S 76°43'02" W, along the northwest line of said Elm Street, a distance of 3.63 feet to a 5/8-inch steel rebar with yellow plastic cap stamped "BDD" set for corner at the intersection of the northwest line of said Elm Street and the northeast right-of-way line of Trunk Avenue (variable width R.O.W.);

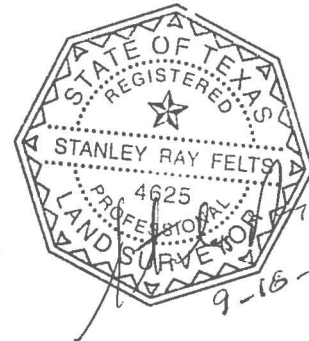
THENCE N 42°41'27" W, departing the northwest line of said Elm Street and along the northeast line of said Trunk Avenue, a distance of 237.26 feet to the POINT OF BEGINNING, containing 442 square feet or 0.0101 acres of land, more or less.

(For SPRG use only)

Reviewed by: *JD*
Date: *10/2/2017*
SPRG NO.: 4192

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 Texas State Plane
Coordinate System, North Central Zone (4202), NAD83,
Adjustment Realization 2011.

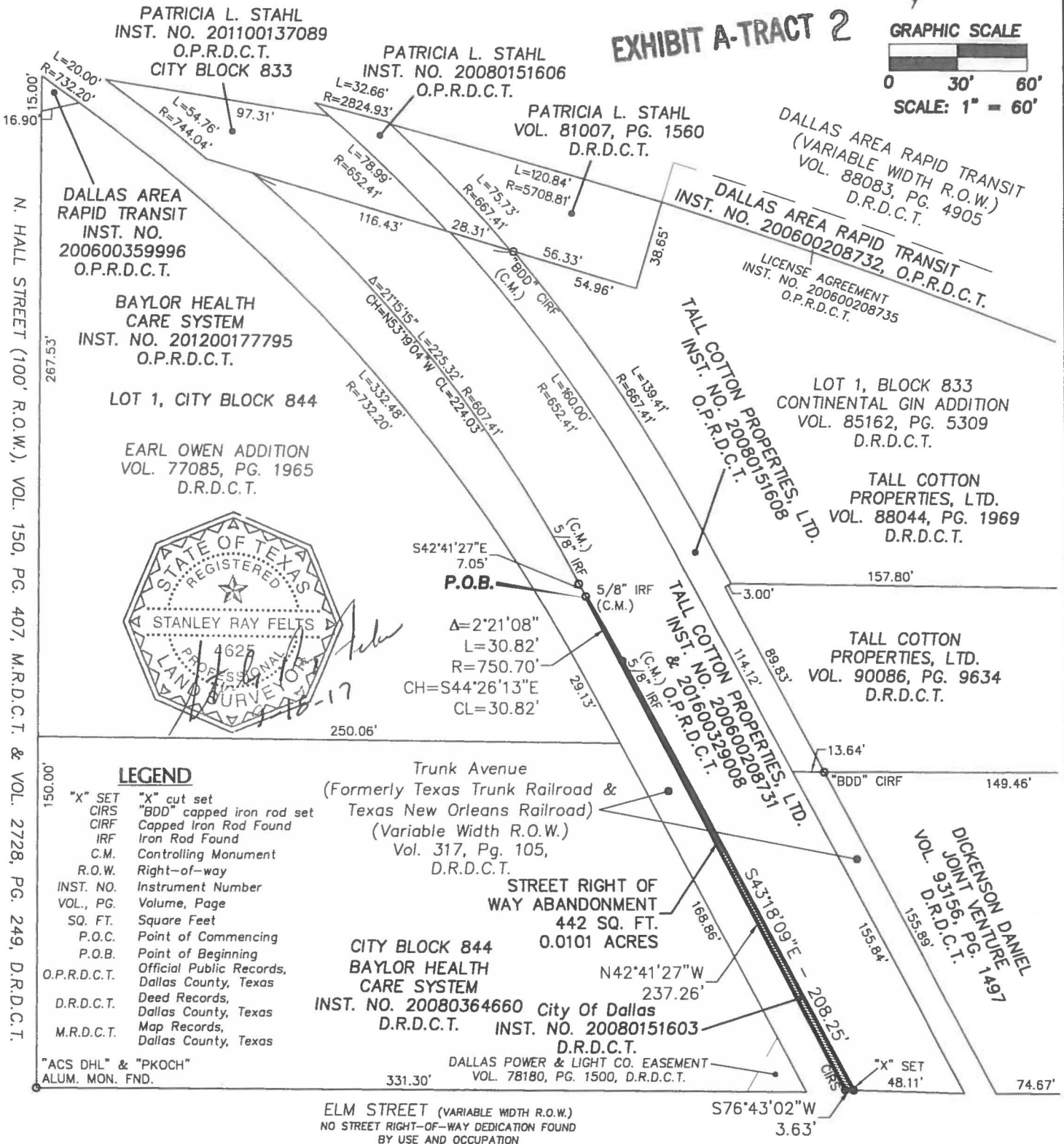
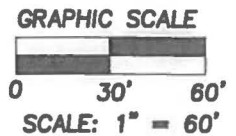
(For SPRG use only)

Reviewed by: **JD**
Date: **10/2/2017**
SPRG NO.: **4192**

STREET RIGHT OF WAY ABANDONMENT

All of a 442 Sq. Ft. Tract of Land
Situated Between City Block 833 and Block 844
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 2



BASIS OF BEARING:

Bearings are based upon the Texas State Plane
Coordinate System, North Central Zone (4202), NAD83,
Adjustment Realization 2011.

SEPTEMBER, 2017

SHEET 2 OF 2

C17076 AB 1

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

EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

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

EXHIBIT C

ACCESS EASEMENT

Situated between Block 844 and Block 833,
Official Numbers of the City of Dallas, Texas
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 2,415 square foot (0.055 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas and between Block 844 and Block 833, Official Block Numbers of the City of Dallas, Texas; said tract being part of Trunk Avenue (formerly the Texas Trunk Railroad, formerly the Texas New Orleans Railroad and formerly College Avenue), part of that certain tract of land described in Correction Special Warranty Deed to Tall Cotton Properties, Ltd. recorded in Instrument No. 201600329008 of the Official Public Records of Dallas County, Texas and part of that certain tract of land described in Warranty Deed to the City of Dallas recorded in Instrument No. 20080151603 of said Official Public Records; said 2,415 square foot being more particularly described as follows (bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202):

BEGINNING, at a point for corner at the intersection of the northwest right-of-way line of Elm Street (a variable width right-of-way) with the southwest line of said Trunk Avenue; said point being the easternmost corner of that certain tract of land described in Special Warranty Deed to Baylor Health Care System recorded in Instrument No. 20080364660 of said Official Public Records;

THENCE, North 43 degrees, 02 minutes, 53 seconds West, departing the said northwest line of Elm Street and along the said southwest line of Trunk Avenue and the northeast line of said Baylor Health Care System tract, a distance of 30.68 feet to a point for corner; said point being the beginning of a non-tangent curve to the left;

THENCE, in a northeasterly direction, departing the said southwest line of Trunk Avenue and the northeast line of said Baylor Health Care System tract and crossing into said Trunk Avenue right-of-way along said curve to the left, having a central angle of 52 degrees, 48 minutes, 54 seconds, a radius of 15.00 feet, a chord bearing and distance of North 31 degrees, 06 minutes, 44 seconds East, 13.34 feet, an arc distance of 13.83 feet to a point at the end of said curve; said point being the beginning of a compound curve to the left;

THENCE, in a northerly direction, continuing across said Trunk Avenue right-of-way along said curve to the left, having a central angle of 28 degrees, 12 minutes, 00 seconds, a radius of 20.00 feet, a chord bearing and distance of North 09 degrees, 23 minutes, 42 seconds West, 9.74 feet, at an arc distance of 4.11 feet passing the westernmost northeast right-of-way line of said Trunk Avenue and the southwest line of said City of Dallas tract, then continuing into and across said City of Dallas tract, in all a total arc distance of 9.84 feet to a point for corner at the end of said curve; said point being in the northeast line of said City of Dallas tract;

THENCE, North 43 degrees, 07 minutes, 45 seconds West, along the said northeast line of the City of Dallas tract, a distance of 12.64 feet to a point for corner;

THENCE, departing the said northeast line of the City of Dallas tract and traversing into and across the said Tall Cotton Properties tract, the following two (2) calls:

ACCESS EASEMENT (Continued)

North 46 degrees, 52 minutes, 15 seconds East, a distance of 24.00 feet to a point for corner;

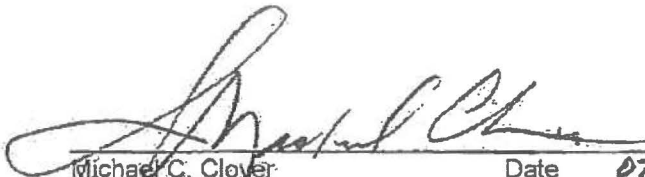
South 43 degrees, 07 minutes, 45 seconds East, a distance of 78.05 feet to a point for corner in the said northwest line of Elm Street and the southeast line of said Tall Cotton Properties tract;

THENCE, South 75 degrees, 24 minutes, 04 seconds West, along the said northwest line of Elm Street and the said southeast line of the Tall Cotton Properties tract, a distance of 48.14 feet to the **POINT OF BEGINNING**;

CONTAINING, 2,415 square feet or 0.055 acres of land, more or less.

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

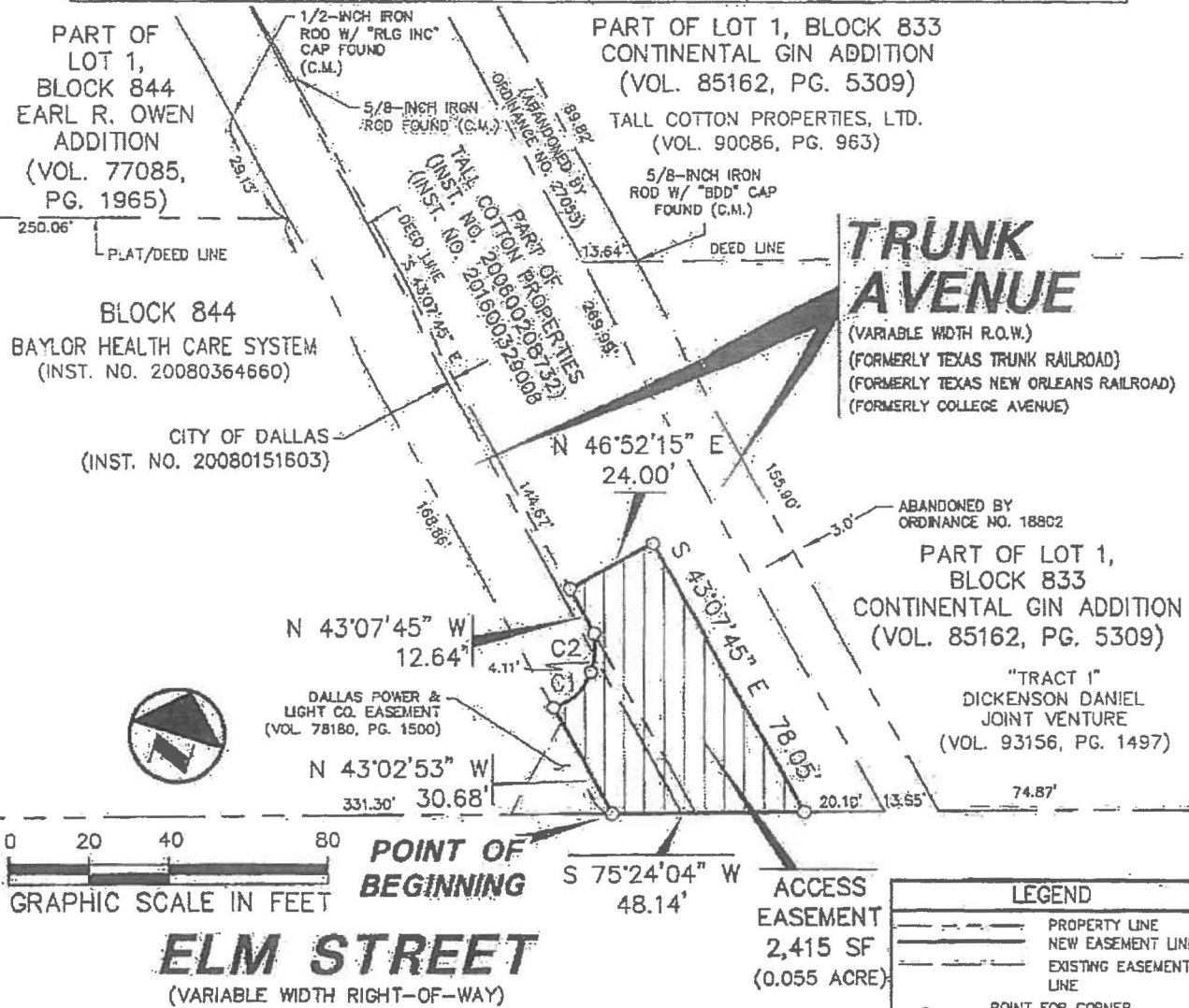
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.


Michael C. Clover Date 07/11/2017
Registered Professional Land Surveyor No. 5225
Pacheco Koch, LLC
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10193805



3624-15.100EX1REV.doc
3624-15.100EX1REV.dwg MWW

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	52°48'54"	15.00'	13.83'	7.45'	N 31°06'44" E	13.34'
C2	28°12'00"	20.00'	9.84'	5.02'	N 09°23'43" W	9.74'



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

Michael C. Clover
Registered Professional
Land Surveyor No. 5225

Date

07/11/2017



Pacheco Koch

7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193805

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
KAL/MWW	MCC	1"=40'	JULY 2017	3624-15.100

ACCESS EASEMENT

SITUATED BETWEEN
BLOCK 844 AND BLOCK 833,
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 3

EXHIBIT C

2,415 SF Access Esmt 2017-07-10 mcc

North: 6972913.18' East: 2498484.37'

Segment #1 : Line

Course: N43°02'53"W Length: 30.68'

North: 6972935.60' East: 2498463.42'

Segment #2 : Curve

Length: 13.83' Radius: 15.00'

Delta: 52°48'54" Tangent: 7.45'

Chord: 13.34' Course: N31°06'44"E

Course In: N32°28'49"W Course Out: S85°17'43"E

RP North: 6972948.25' East: 2498455.37'

End North: 6972947.02' East: 2498470.32'

Segment #3 : Curve

Length: 9.84' Radius: 20.00'

Delta: 28°12'00" Tangent: 5.02'

Chord: 9.74' Course: N9°23'43"W

Course In: N85°17'43"W Course Out: N66°30'17"E

RP North: 6972948.66' East: 2498450.39'

End North: 6972956.64' East: 2498468.73'

Segment #4 : Line

Course: N43°07'45"W Length: 12.64'

North: 6972965.86' East: 2498460.09'

Segment #5 : Line

Course: N46°52'15"E Length: 24.00'

North: 6972982.27' East: 2498477.60'

Segment #6 : Line

Course: S43°07'45"E Length: 78.05'

North: 6972925.31' East: 2498530.96'

Segment #7 : Line

Course: S75°24'04"W Length: 48.14'

North: 6972913.17' East: 2498484.38'

Perimeter: 217.18' Area: 2,415 Sq. Ft. / 0.055 Acre

Error Closure: 0.01 Course: S54°21'58"E

Error North: -0.006 East: 0.008

Precision 1: 21718.00

AGENDA ITEM # 13

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

8

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

76B C

SUBJECT

An ordinance abandoning a detention area easement to R.W. Timms TX Investments, LLC, the abutting owner, containing approximately 23,982 square feet of land, located near the intersection of Cleveland Road and Cedardale Drive; and providing for the dedication of approximately 25,620 square feet of land needed for a detention area easement - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a detention area easement to R.W. Timms TX Investments, LLC, the abutting owner. The area will be included with the property of the abutting owner for the construction of an industrial building. The owner will dedicate approximately 25,620 square feet of land needed for a detention area easement. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

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

OWNER

R.W. Timms TX Investments, LLC

Randy Timms, Manager

MAP

Attached



Abandonment Area:



Dedication Area:



ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a detention area easement, located in City Block A/8291 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to R.W. Timms TX Investments, LLC; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of a new easement to the City of Dallas and the relocation of existing facilities; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of R.W. Timms TX Investments, 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 detention area easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

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

Now, Therefore,

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

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

SECTION 1. (continued)

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

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

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

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

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

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

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

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

SECTION 8. (continued)

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

SECTION 9. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said detention area easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easement to be provided by **GRANTEE** and acceptable to the Director of Department of Sustainable Development and Construction, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Department of Sustainable Development and Construction; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Department of Sustainable Development and Construction. **GRANTEE** will grant the new easement at no cost consideration to the City and 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. Failure to relocate the new easement in accordance with the terms of this section shall render this ordinance null and void and of no further effect.

SECTION 10. That as a condition of this abandonment and relinquishment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall record a final replat of adjoining properties within one year after passage of this ordinance showing the dedication of not less than 25,620 square feet for a detention area easement in City Block A/8291 satisfactory to the Director of Department of Sustainable Development and Construction. This final replat shall be recorded by **GRANTEE** in the Deed Records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas. Failure to record a final replat in accordance with the terms of this section shall render this ordinance null and void, and of no further effect. Further, the final replat shall be filed with the Department of Sustainable Development and Construction of the City of Dallas before a certified copy of this ordinance shall be delivered to **GRANTEE**.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, the recording of the final replat as set forth in Section 10, 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 12. That this contract is designated as Contract No. DEV-2018-00004721.

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

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

BY:



Assistant City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY:



Assistant Director

Passed _____.

Exhibit A

DETENTION AREA EASEMENT ABANDONMENT
PART OF LOT 1, BLOCK A/8291
CANTERBURY FIELD ADDITION
LEVI DIXON SURVEY, ABSTRACT NO. 380
DALLAS, DALLAS COUNTY, TEXAS

BEING a 23,982 square feet or 0.551 acres tract of land situated in the Levi Dixon Survey, Abstract No. 380, City of Dallas, Dallas County, Texas, said tract being part of Lot 1, Block A/8291 of the Canterbury Field Addition as recorded in Instrument Number 201100335986, Official Public Records of Dallas County, Texas and said tract being part of a tract of land conveyed to R.W. Timms TX Investments, LLC by Warranty Deed with Vendor's Lien recorded in Instrument Number 201700265774, Official Public Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch found iron rod for a corner in the southeast line of Interstate Highway 20 aka LBJ Freeway (a variable width right of way), and said point being the north corner of the said Lot 1, Block A/8291 and west corner of a called 1.791 acre tract of land conveyed to RW Timms TX Investments LLC by Special Warranty Deed recorded in Instrument No. 201700053081, Official Public Records of Dallas County, Texas;

- Thence, S 71°32'35" W, with the southeast line of Interstate Highway 20, and the northwest line of said Lot 1, Block A/8291, a distance of 300.74 feet to a point for a corner;
- Thence, S 18°27'25" E, departing the southeast line of Interstate Highway 20, a distance of 6.85 feet to a point for a corner at the Point of Beginning of the said tract;

THENCE, S 88°43'11" E, a distance of 60.01 feet to the beginning of a non-tangent curve to the right with a central angle of 62°34'03", a radius of 172.18 feet, a chord bearing of S 29°34'39" E and a chord distance of 178.82 feet;

THENCE, Southeasterly, along said curve, an arc distance of 188.03 feet to a point for a corner;

THENCE, S 42°25'22" W, a distance of 98.72 feet to a point for a corner;

THENCE, N 29°53'05" W, a distance of 114.09 feet to a point for a corner;

THENCE, N 60°06'55" E, a distance of 10.75 feet to a point for a corner;

THENCE, N 29°53'05" W, a distance of 15.50 feet to a point for a corner;

(For SPRG Use Only)

Reviewed By: G.S.

Date: 11-14-17

SPRG No 4179

Exhibit A

DETENTION AREA EASEMENT ABANDONMENT
PART OF LOT 1, BLOCK A/8291
CANTERBURY FIELD ADDITION
LEVI DIXON SURVEY, ABSTRACT NO. 380
DALLAS, DALLAS COUNTY, TEXAS

THENCE, S 60°06'55" W, a distance of 10.75 feet to a point for a corner;

THENCE, N 29°53'05" W, a distance of 16.11 feet to a point for a corner;

THENCE, N 70°12'19" W, a distance of 28.76 feet to a point for a corner;

THENCE, N 04°36'13" E, a distance of 32.86 feet to a point for a corner;

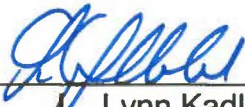
THENCE, N 29°53'05" W, a distance of 54.00 feet to a point for a corner;

THENCE, N 71°32'35" E, a distance of 44.55 feet to the Point of Beginning and containing 23,982 square feet or 0.551 acres of land.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that the description hereon and the accompanying map or plat of even date represents an accurate depiction of the easement abandonment area and was prepared from the deed legal description and a survey on the adjoining property.

Dated: October 24, 2017
Job No. 0011801

 Oct. 24 2017
L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952



Note: The bearing basis for this description is a bearing of N 71°32'35" E for the southeast line of Interstate Highway 20 as indicated in the deed to the State of Texas recorded in Volume 68124, Page 1829, Deed Records of Dallas County, Texas.

(For SPRG Use Only)

Reviewed By: G.S.

Date: 11-14-17

SPRG No 4179

Exhibit A

DETENTION AREA EASEMENT ABANDONMENT

PART OF LOT 1, BLOCK A/8291 CANTERBURY FIELD ADDITION LEVI DIXON SURVEY, ABSTRACT NO. 380 CITY OF DALLAS, DALLAS COUNTY, TEXAS

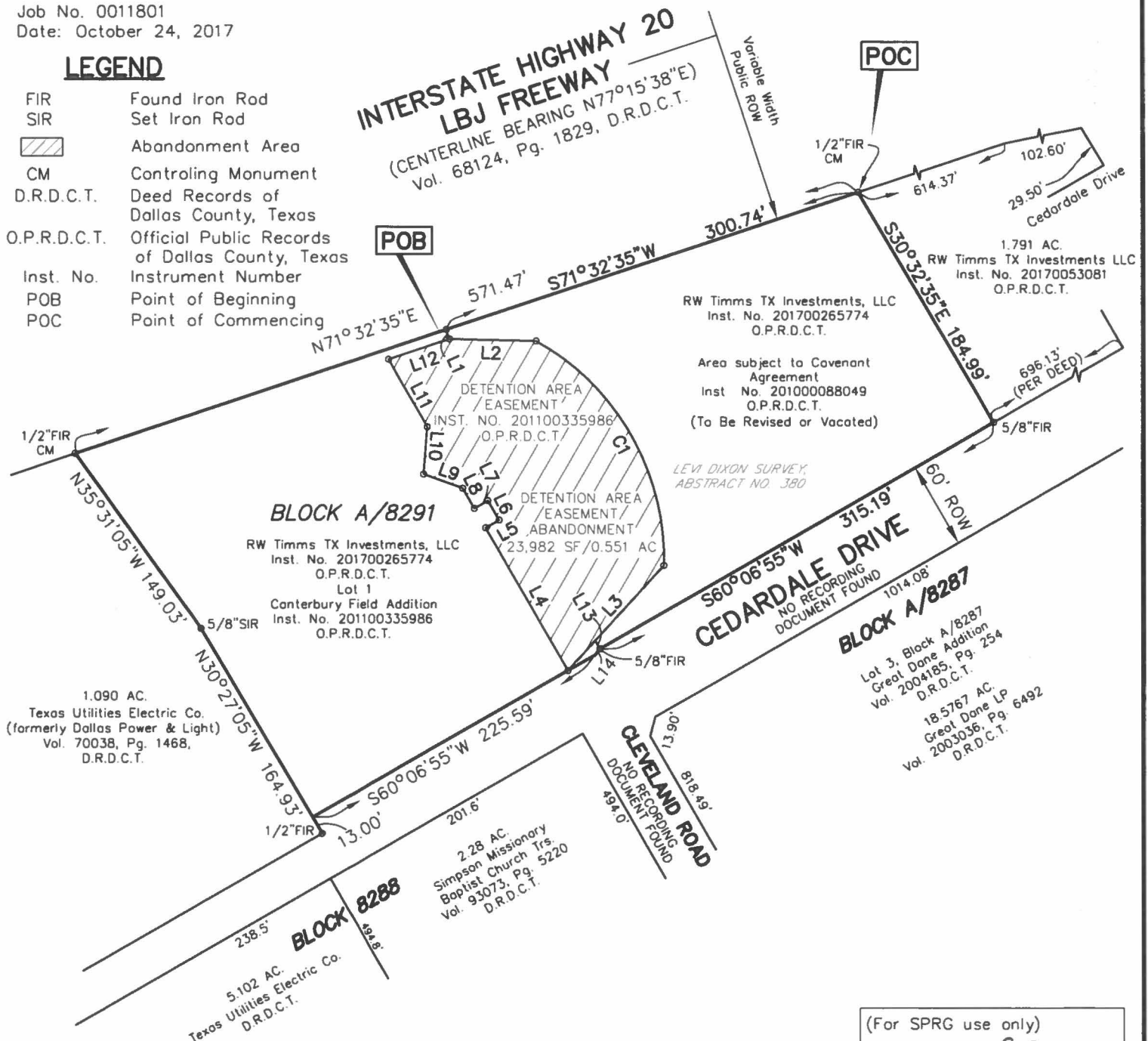


SCALE: 1"=100'
0 50 100

Job No. 0011801
Date: October 24, 2017

LEGEND

FIR Found Iron Rod
SIR Set Iron Rod
 Abandonment Area
CM Controlling Monument
D.R.D.C.T. Deed Records of Dallas County, Texas
O.P.R.D.C.T. Official Public Records of Dallas County, Texas
Inst. No. Instrument Number
POB Point of Beginning
POC Point of Commencing



NOTE:
The bearing basis is a bearing of N 71°32'35" E for the southeast line of Interstate Highway 20, as indicated in the deed to the State of Texas recorded in Volume 68124, Page 1829, D.R.D.C.T.

KADLECK & ASSOCIATES
a Division of **Westwood**
Westwood Professional Services, Inc. westwoodps.com
2740 Dallas Pkwy., Ste. 280 Plano, TX 75093
Phone (214) 473-4640 Toll Free (888) 937-5150
TBPE Firm Reg. No. 11756 TBPLS Firm Reg. No. 10074301

(For SPRG use only)
Reviewed by: G.S.
Date: 11-14-17
SPRG No. 4179

Exhibit A

DETENTION AREA EASEMENT ABANDONMENT

PART OF CITY BLOCK 8291

CANTERBURY FIELD ADDITION

LEVI DIXON SURVEY, ABSTRACT NO. 380

CITY OF DALLAS, DALLAS COUNTY, TEXAS

CURVE TABLE

NUM	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	188.03'	172.18'	62°34'03"	S29°34'39"E	178.82'

LINE TABLE

NUM	BEARING	DISTANCE
L1	S18°27'25"E	6.85'
L2	S88°43'11"E	60.01'
L3	S42°25'22"W	98.72'
L4	N29°53'05"W	114.09'
L5	N60°06'55"E	10.75'
L6	N29°53'05"W	15.50'
L7	S60°06'55"W	10.75'
L8	N29°53'05"W	16.11'
L9	N70°12'19"W	28.76'
L10	N04°36'13"E	32.86'
L11	N29°53'05"W	54.00'
L12	N71°32'35"E	44.55'
L13	S29°53'05"E	6.51'
L14	S39°26'43"W	42.56'

(For SPRG use only)

Reviewed by: G.S.

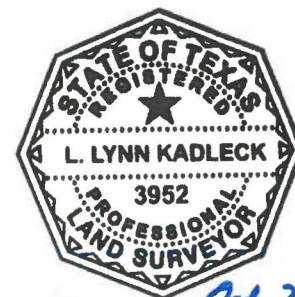
Date: 11-14-17

SPRG No. 4179

KADLECK & ASSOCIATES

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TBPE Firm Reg. No. 11756 TBPLS Firm Reg. No. 10074301



Oct. 24 2017
[Signature]
L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

AGENDA ITEM # 14

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

13

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

24U T X

SUBJECT

An ordinance abandoning a portion of a water easement to HEB Grocery Company, LP, the abutting owner, containing approximately 220 square feet of land, located near the intersection of Midway Road and Northwest Highway - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of a water easement to HEB Grocery Company, LP, the abutting owner. The area will be included with the property of the abutting owner for expanding the existing grocery store. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

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

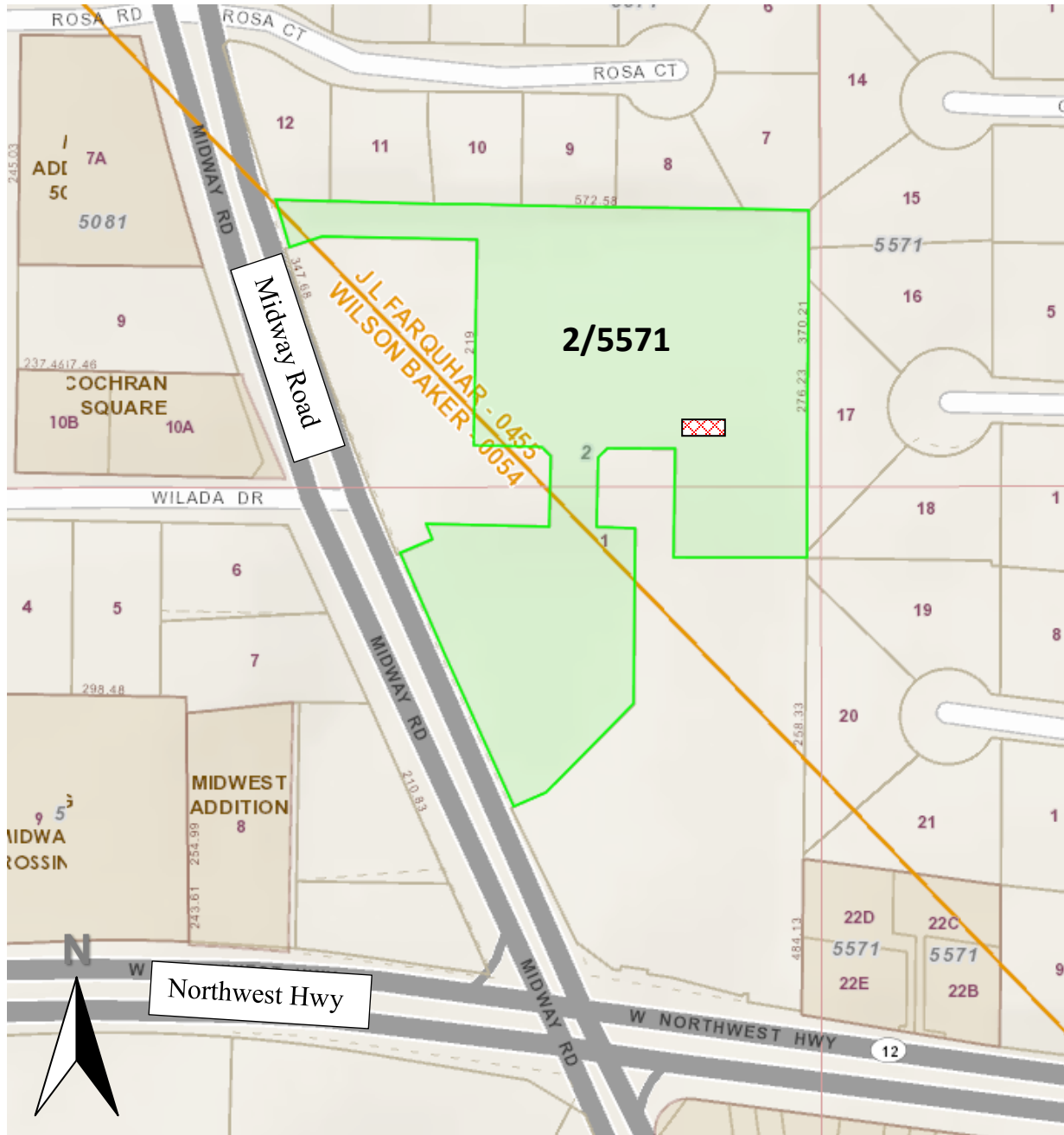
OWNER

HEB Grocery Company, LP

Charles C. Butt, Chief Executive Officer

MAP

Attached



Abandonment Areas:



ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a water easement, located in City Block 2/5571 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to HEB Grocery Company, LP; 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 HEB Grocery Company, LP, a Texas limited partnership; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portion of easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

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

Now, Therefore,

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

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

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

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

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

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

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

SECTION 9. That 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 contract is designated as Contract No. DEV-2017-00002065.

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

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

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant City Attorney

BY: 
Assistant Director

Passed _____.

WATER EASEMENT ABANDONMENT

PT. LOT 1, BLOCK 2/5571
BLUFFVIEW VILLAGE ADDITION
JAMES FARQUAHAR SURVEY, ABSTRACT NO. 455
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A

BEING A 0.0051 ACRES OR 220 SQUARE FEET, TRACT OR PARCEL OF LAND SITUATED IN THE JAMES FARQUAHAR SURVEY, ABSTRACT NO. 455, IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, CITY OF DALLAS BLOCK NO. 2/5571, OF THE BLUFFVIEW VILLAGE ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 83107, PAGE 3555 OF THE DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF A 10 FOOT WATER LINE EASEMENT RECORDED BY SAID PLAT, AND ALSO BEING A PORTION OF THE 3.9598 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO HEB GROCERY COMPANY, LP, RECORDED UNDER COUNTY CLERK'S FILE NUMBER 201600249967 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 1, AND BEING THE NORTHWEST CORNER OF LOT 18 IN BLOCK 1/5571 OF MIDWAY-NORTHWEST HIGHWAY ESTATES, AN ADDITION TO THE CITY OF DALLAS ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 83107, PAGE 3546 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS; SAID POINT BEARS SOUTH 00° 30' 00" EAST A DISTANCE OF 360.30 FEET FROM A 1/2" IRON ROD (CONTROLLING MONUMENT) AND BEARS NORTH 00° 30' 00" WEST A DISTANCE OF 484.89 FEET FROM A 1/2" IRON ROD (CONTROLLING MONUMENT);

THENCE NORTH 41° 58' 37" WEST, OVER AND ACROSS SAID LOT 1 AND SAID HEB TRACT FOR A DISTANCE OF 161.02 FEET TO A POINT ON A CORNER OF SAID 10 FOOT WATER LINE EASEMENT, AND ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 89° 46' 10" WEST AND FOLLOWING ALONG THE LINE OF SAID 10 FOOT WATER LINE EASEMENT FOR A DISTANCE OF 22.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 00° 13' 50" EAST FOR A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89° 46' 10" EAST FOR A DISTANCE OF 22.00 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00° 13' 50" WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.0051 ACRES (220 SQUARE FEET) OF LAND, MORE OR LESS.

(For SPRG use only)	
Reviewed by:	<u>G.S.</u>
Date:	<u>11-13-17</u>
SPRG No.	<u>4207</u>



DATE: 11-06-2017

David Petree

DAVID PETREE
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 1890

BASIS OF BEARING IS EAST LINE OF LOT 1, BLOCK 2/5571,
PER PLAT RECORDED IN VOLUME 83107, PAGE 3555 OF THE
DEED RECORDS OF DALLAS COUNTY, TEXAS

PAGE 1 OF 3



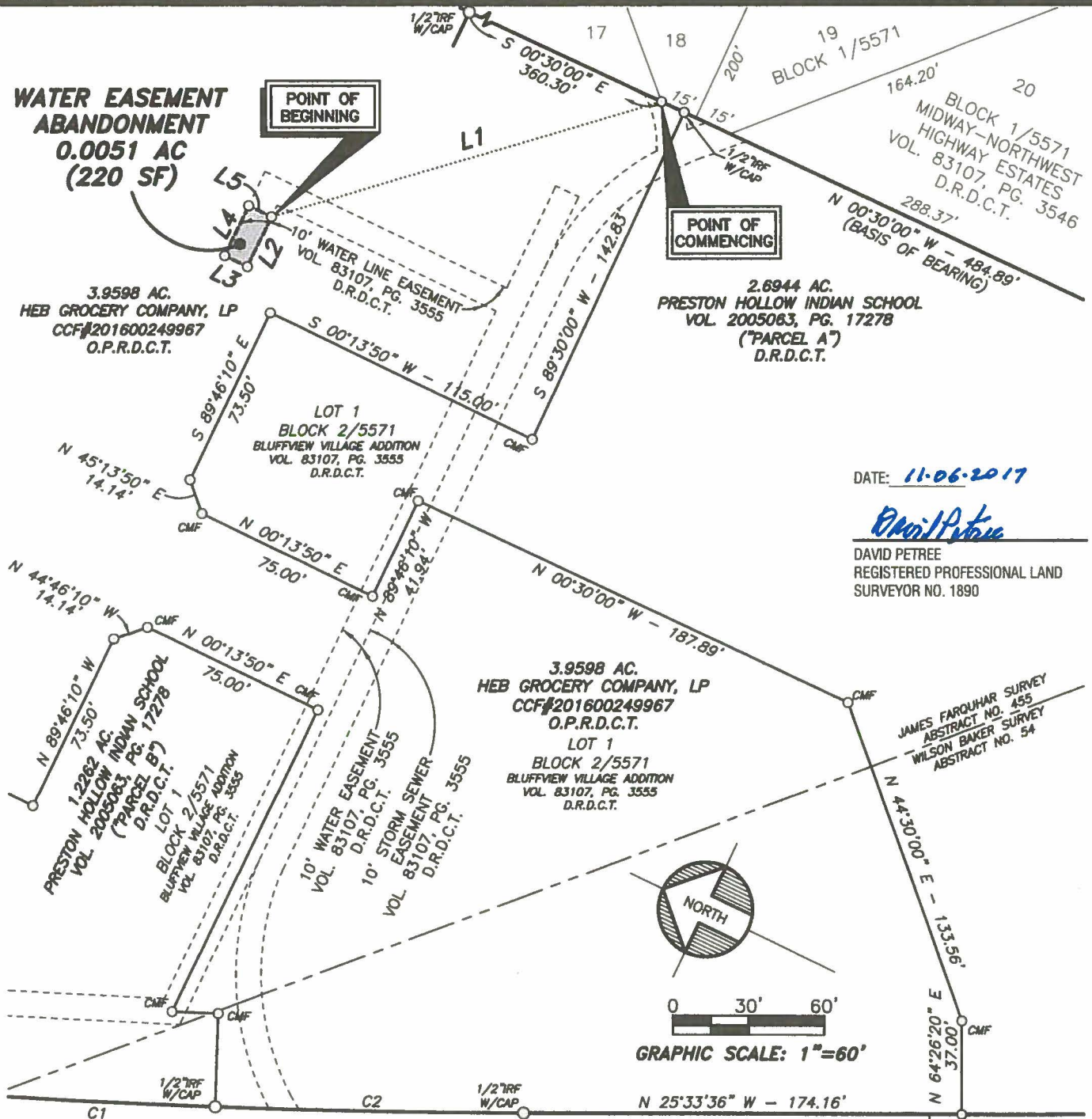
BLUE SKY SURVEYING
& MAPPING, CORPORATION
11015 MIDWAY ROAD
DALLAS, TEXAS 75229
PHONE: (214) 358-4500
FAX: (214) 358-4600
DRPETREE@BLUESKYSURVEYING.COM
TBPLS REGISTRATION No. 10105700

WATER EASEMENT ABANDONMENT

PT. LOT 1, BLOCK 2/5571
BLUFFVIEW VILLAGE ADDITION
JAMES FARQUAHAR SURVEY, ABSTRACT NO. 455
CITY OF DALLAS, DALLAS COUNTY, TEXAS

DATE: NOVEMBER 6, 2017

\\Midwaynorthwesthighwaynec\EsmrExbts



DATE: 11-06-2017

David Petree

DAVID PETREE
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 1890

(For SPRG use only)
Reviewed by: G.S.
Date: 11-13-17
SPRG No. 4207

MIDWAY ROAD
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)
(BY USE AND OCCUPATION)
(FKA MIDWAY CHURCH ROAD)
(NO DEED OR RECORD FOUND)

BASIS OF BEARING IS EAST LINE OF LOT 1, BLOCK 2/5571,
PER PLAT RECORDED IN VOLUME 83107, PAGE 3555 OF THE
DEED RECORDS OF DALLAS COUNTY, TEXAS

PAGE 2 OF 3



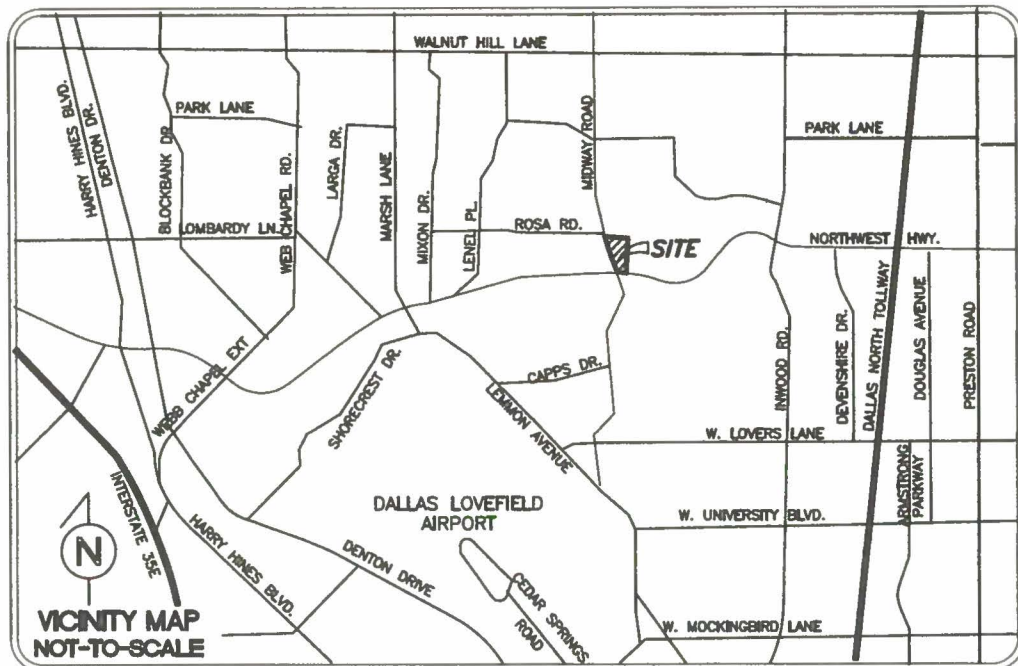
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WATER EASEMENT ABANDONMENT

PT. LOT 1, BLOCK 2/5571
BLUFFVIEW VILLAGE ADDITION
JAMES FARQUHAR SURVEY, ABSTRACT NO. 455
CITY OF DALLAS, DALLAS COUNTY, TEXAS

DATE: NOVEMBER 6, 2017
SCALE: 1"=60'

\\Midwaynorthwesthighwaynec\\EsmtExbts



LEGEND

O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS, DALLAS COUNTY, TEXAS
CCF#	COUNTY CLERK'S FILE NUMBER
VOL.	VOLUME
PG.	PAGE
AC	ACRES
SF	SQUARE FEET
CMF	"X" FOUND IN CONCRETE
IRF	IRON ROD FOUND (AS NOTED ON DRAWING)

~ LINE TABLE ~

NO.	BEARING	DISTANCE
L1	N41°58'37"W	161.02'
L2	N89°46'10"W	22.00'
L3	N00°13'50"E	10.00'
L4	S89°46'10"E	22.00'
L5	S00°13'50"W	10.00'

~ CURVE TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
C1	3664.06'	6°15'15"	399.96'	S20°31'18"E	399.76'
C2	3664.06'	01°50'03"	117.29'	S 24°38'38" E	117.28'

(For SPRG use only)

Reviewed by: G.S.
 Date: 11-13-17
 SPRG No. 4207

PAGE 3 OF 3



BLUE SKY SURVEYING
& MAPPING, CORPORATION
 11015 MIDWAY ROAD
 DALLAS, TEXAS 75229
 PHONE: (214) 358-4500
 FAX: (214) 358-4600
 DRPETREE@BLUESKYSURVEYING.COM
 TBPLS REGISTRATION No. 10105700

WATER EASEMENT ABANDONMENT

PT. LOT 1, BLOCK 2/5571
 BLUFFVIEW VILLAGE ADDITION
 JAMES FARQUAHAR SURVEY, ABSTRACT NO. 455
 CITY OF DALLAS, DALLAS COUNTY, TEXAS
 DATE: NOVEMBER 6, 2017

\\Midwaynorthwesthighwaynec\EsmtExbts

AGENDA ITEM # 15

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

2, 6, 9, 10, 14

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

17N 23Z 27E N 36C

SUBJECT

Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation (TxDOT) through a grant from the U.S. Department of Transportation Federal Highway Administration for the Highway Safety Improvement Program (HSIP) (Grant No. CSJ 0918-47-128, etc., CFDA No. 20.205) to provide cost reimbursement for material and labor costs incurred by the City of Dallas for intersection and traffic signal improvements at five locations: Royal Lane and Abrams Road, Skillman Street and Walnut Hill Lane, Skillman Street and Lovers Lane, Walnut Hill Lane and Abrams Road, and Webb Chapel Road and Larga Drive; **(2)** establishment of appropriations in an amount not to exceed \$104,066 in the TxDOT-Traffic Signal Improvements-5 Off-system Intersections-Royal-HSIP Fund; and **(3)** receipt and deposit of funds from TxDOT in an amount not to exceed \$104,066 - Not to exceed \$104,066 - Financing: Texas Department of Transportation Grant Funds

BACKGROUND

The City of Dallas was awarded federal grant funding totaling \$6.17 million from the 2014 Highway Safety Improvement Program (HSIP) administered by the Texas Department of Transportation (TxDOT) to upgrade several high-accident intersections in the City of Dallas.

TxDOT will begin construction at five of the following intersections: Royal Lane and Abrams Road, Skillman Street and Walnut Hill Lane, Skillman Street and Lovers Lane, Walnut Hill Lane and Abrams Road, and Webb Chapel Road and Larga Drive. The intersection improvements at these five off-system intersections will include upgrades to pedestrian features, signage, pavement markings and reconstruction of traffic signals.

BACKGROUND (continued)

To remain consistent with other equipment in the city-wide system, the City of Dallas will provide labor and material for installation of traffic signal controllers, controller cabinets, traffic signs and other traffic control equipment for the project. TxDOT has agreed to reimburse the City for 100% of the above cost which includes labor and material.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on February 12, 2018.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction	July 2018
Complete Construction	October 2019

FISCAL INFORMATION

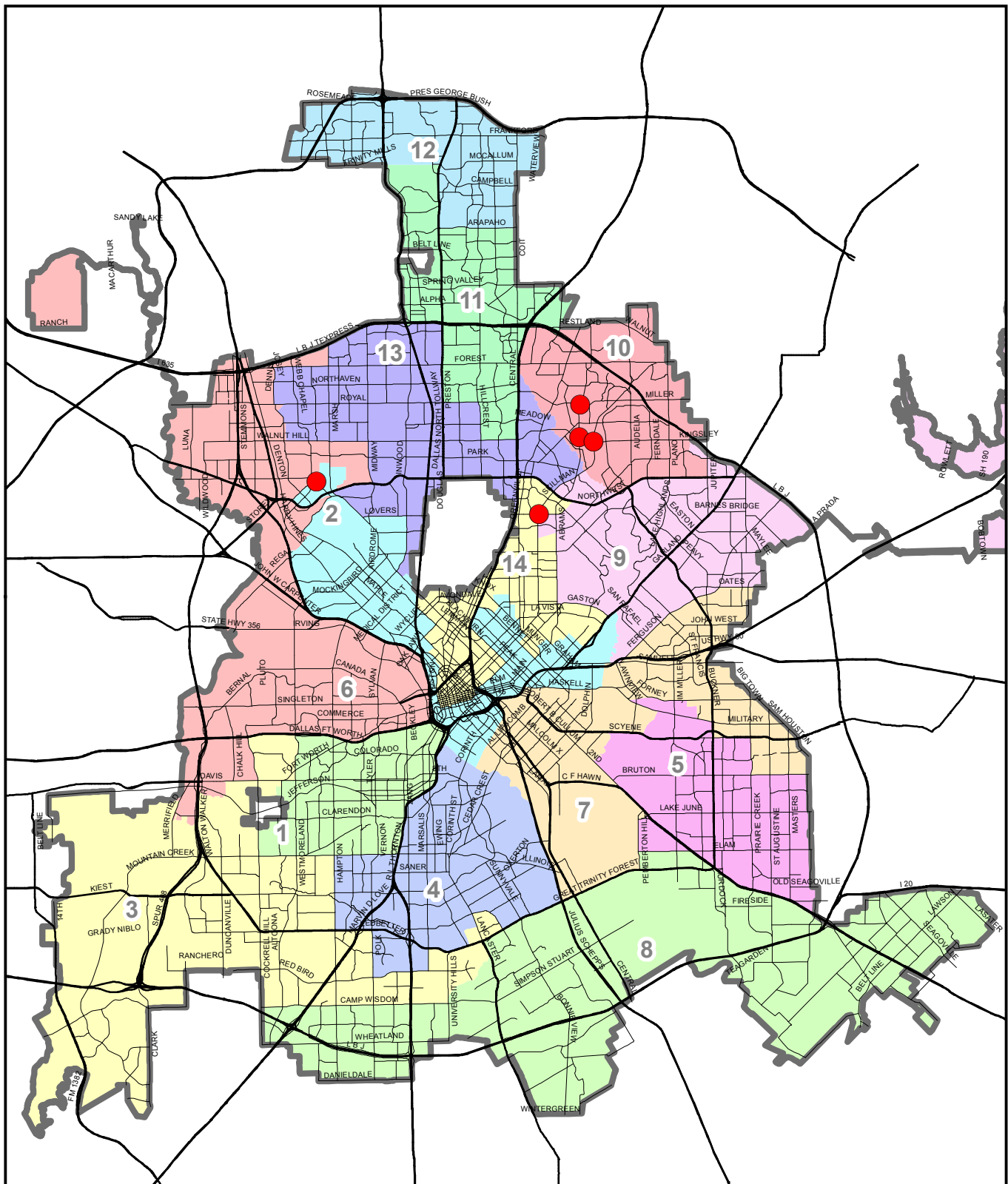
Texas Department of Transportation Grant Funds - \$104,065.75

<u>Council District</u>	<u>Amount</u>
2	\$ 15,609.86
6	\$ 5,203.29
9	\$ 5,203.29
10	\$ 62,439.45
14	<u>\$ 15,609.86</u>
Total	\$104,065.75

MAP

Attached

2014 HSIP Submittal 2018 Let 5 Intersections



**Council Districts 2 ,6, 9, 10, 14
Mapsc0 Pages 17N, 23Z, 27E, 27N, 36C**

February 14, 2018

WHEREAS, the Texas Department of Transportation (TxDOT) will provide reimbursement to the City of Dallas for material and labor costs incurred for improvements at five intersections, including upgrades to the traffic signals, specifically at Royal Lane and Abrams Road, Skillman Street and Walnut Hill Lane, Skillman Street and Lovers Lane, Walnut Hill Lane and Abrams Road, and Webb Chapel Road and Larga Drive; and

WHEREAS, TxDOT will reimburse the City of Dallas 100% of labor and material costs in an amount not to exceed \$104,065.75; and

WHEREAS, the City of Dallas desires to enter into an agreement with TxDOT to receive cost reimbursement for material and labor costs incurred for traffic signal improvements at Royal Lane and Abrams Road, Skillman Street and Walnut Hill Lane, Skillman Street and Lovers Lane, Walnut Hill Lane and Abrams Road, and Webb Chapel Road and Larga Drive for the Highway Safety Improvement Program (HSIP).

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an Interlocal Agreement with the Texas Department of Transportation (TxDOT) through a grant from the Department of Transportation Federal Highway Administration (CFDA No. 20.205), Agreement Nos. CSJ 0918-47-128 (Royal Lane and Abrams Road), CSJ 0918-47-130 (Skillman Street and Walnut Hill Lane), CSJ 0918-47-131 (Skillman Street and Lovers Lane), CSJ 0918-47-132 (Walnut Hill Lane and Abrams Road) and CSJ 0918-47-133 (Webb Chapel Road and Larga Drive), after it has been approved as to form by the City Attorney. The agreement remains effective as long as the project is incomplete or unless otherwise terminated or modified.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$104,065.75 in the TxDOT-Traffic Signal Improvements-5 Off-system Intersections-Royal-HSIP Fund, Fund F8GA, Department TRN, Unit 88GA, Activity THRG, Object 4820, Major Program TRNMJR, Program TPF8GA18.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit all reimbursements from TxDOT in an amount not to exceed \$104,065.75 in the TxDOT-Traffic Signal Improvements-5 Off-system Intersections-Royal-HSIP Fund, Fund F8GA, Department TRN, Unit 88GA, Revenue Source 6506.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$104,065.75 from the TxDOT-Traffic Signal Improvements-5 Off-system Intersections-Royal-HSIP Fund, Fund F8GA, Department TRN, Unit 88GA, Activity THRG, Object 4820, Major Program TRNMJR, Program TPF8GA18.

February 14, 2018

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 contract is designated as Contract No. TRN-2018-00005213.

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

AGENDA ITEM # 16

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

14

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

45F K

SUBJECT

Authorize a five-year professional services contract, with two one-year renewal options for the operation and maintenance support and oversight work for the Klyde Warren Park Tunnel, similar facilities and other related tasks - Jacobs Engineering Group, Inc., most advantageous proposer of two in Category 8 - Not to exceed \$3,771,672 - Financing: General Funds (subject to annual appropriations)

BACKGROUND

This action will authorize a five-year professional services contract, with two one-year renewal options with Jacobs Engineering Group, Inc., for the operation and maintenance support and oversight work for the Klyde Warren Park (KWP) Tunnel, similar facilities and other related tasks, in an amount not to exceed \$3,771,672.

The City's Interlocal Agreement with the Texas Department of Transportation (TxDOT) requires for the City to provide the operation and maintenance for the Klyde Warren Park Tunnel Project. Jacobs Engineering Group, Inc. has been working on this project since June 2012, and has an in-depth knowledge and background for the issues facing the Tunnel. They will assist with oversight of tunnel operation and maintenance for closed-circuit television (CCTV), fire alarm protection system, jet fans, emergency generator, heating, ventilation, and air conditioning (HVAC), lighting system, and other technical components of the Tunnel operations and ensure Federal Highway Administration's (FHWA's) National Tunnel Inspection Standards (NTIS) protocols are followed.

This contract is a master agreement, services will be utilized on an as-needed basis and available budget. Annual appropriations will not be exceeded unless additional funds are approved.

BACKGROUND (continued)

This contract will provide services for the existing KWP tunnel. In addition, there are provisions in the contract for plan review, development of operation and maintenance schedules and other services for new or expanded facilities if needed.

Jacobs Engineering Group, Inc. scope of work includes regularly scheduled inspections and operational items as well as preparation of engineering plans, replacement schedules and other related items to ensure optimal operations of the tunnel system on an as-needed basis. Listed below is a sample of services to be performed under this contract:

- Structural and Civil inspections and associated reports for KWP tunnel ramps, deck-top and vaults
- Environmental Protection Agency mandated Aboveground Storage Tank inspections and reports
- Inspection of fire lines, including compressed air system
- Provide on-going oversight operations and maintenance of the CCTV access control and Fire Alarm Protection Systems
- Operational and technical support for jet fans, electrical gear and equipment, HVAC, generator, lighting system and controls
- Develop replacement schedules for electrical, mechanical and technology components of the tunnel system. Prepare engineering plans and specifications for these items as requested
- Analyze conditions of the three electrical vaults and develop upgrade plans if requested
- Training as needed for operation of control systems for the Dallas Police Department and Dallas Fire and Rescue
- Review contractor change order requests and submittals for technical compliance for electrical, mechanical and technology components
- Assist the City with plan review, development of operation and maintenance schedule and other related services for similar (new) facilities proposed to be constructed
- Provide professional services listed above for new facilities if requested
- Provide professional services supporting the City with implementation of FHWA NTIS. City will interface with the State of Texas for implementation requirements of NTIS. Vendor will review standard, attend meetings and develop pre-plan for implementation and develop a Request For Proposal for inspection services.

Approximately \$1.5 Million of the proposed \$3.8 Million contract is related to KWP operations and includes provisions for development of replacement schedules for various electrical, mechanical and electronic components and preparation of associated engineering plans and specifications if needed. Also included are analyses of conditions of the three electrical vaults and development of upgrade plans if needed. The remaining \$2.3 Million is for services for new or expanded facilities and other unforeseen needs.

BACKGROUND (continued)

In May of 2017, the City of Dallas released a Request for Qualifications BYZ1712 for engineering services related to transportation. There were eight separate categories. This action falls under Category 8 for Special Intelligent Transportation Systems (ITS) and Lighting Facilities.

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

- Department of Transportation (4)
- Dallas Police Department (1)

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

- Quality Assurance and Control 10%
- Business Inclusion and Development Plan 15%
- Experience and Capability 25%
- Responsiveness and Qualifications 50%

As part of the solicitation process and in an effort to increase competition, the Office of Procurement Services used its procurement system to send out 1,619 email bid notifications to vendors registered under respective commodities. To further increase competition, the Office of Procurement Services 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, the Office of Business Diversity sent notifications to 25 chambers of commerce and advocacy groups to ensure maximum vendor outreach.

On November 10, 2015, City Council authorized the wage floor rate of \$10.37, by Resolution No. 15-2141; the selected vendor meets this requirement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 25, 2009, City Council authorized an Interlocal Agreement with the Texas Department of Transportation for the inspection, operation and maintenance of Woodall Rogers Deck Plaza by Resolution No. 09-0596.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

General Funds - \$3,771,672 (subject to annual appropriations)

M/WBE INFORMATION

1,619 - Vendors contacted
1,617 - No response
2 - Response (Bid)
0 - Response (No bid)
1 - Successful

The awardee has fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

PROPOSAL INFORMATION

The following two proposals were received from solicitation number BYZ1712 for Category 8 (Special ITS and Lighting Facilities) and opened on June 1, 2017. This professional services contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
*Jacobs Engineering Group, Inc.	1999 Bryan St. Suite 1200 Dallas, Texas 75201-3136	88.2
Maldonado Burkett Intelligent Transportation Systems, LLP	2205 Western Trails Blvd. Suite B Austin, Texas 78745	68.8

Statements of Qualifications were received from solicitation number BYZ1712 and opened on June 1, 2017, from the following two consultant teams: Jacobs Engineering Group, Inc. and Maldonado Burkett Intelligent Transportation Systems, LLP.

OWNER

Jacobs Engineering Group, Inc.

Brad Davis, P.E., Senior Director of Operations

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a five-year professional services contract, with two one-year renewal options for the operation and maintenance support and oversight work for the Klyde Warren Park Tunnel, similar facilities and other related tasks - Jacobs Engineering Group, Inc., most advantageous proposer of two in Category 8 - Not to exceed \$3,771,672 - Financing: General Funds (subject to annual appropriations)

Jacobs Engineering Group, 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

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$3,771,672.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$3,771,672.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Sigma Environmental Solutions Inc	BMDB3625N0618	\$56,218.00	1.49%
MIR Consulting Engineers Inc	IMDB51552Y0618	\$97,068.00	2.57%
MEP Consulting Engineers Inc	WFWB30881Y029	\$217,854.00	5.78%
Total Minority - Local		\$371,140.00	9.84%

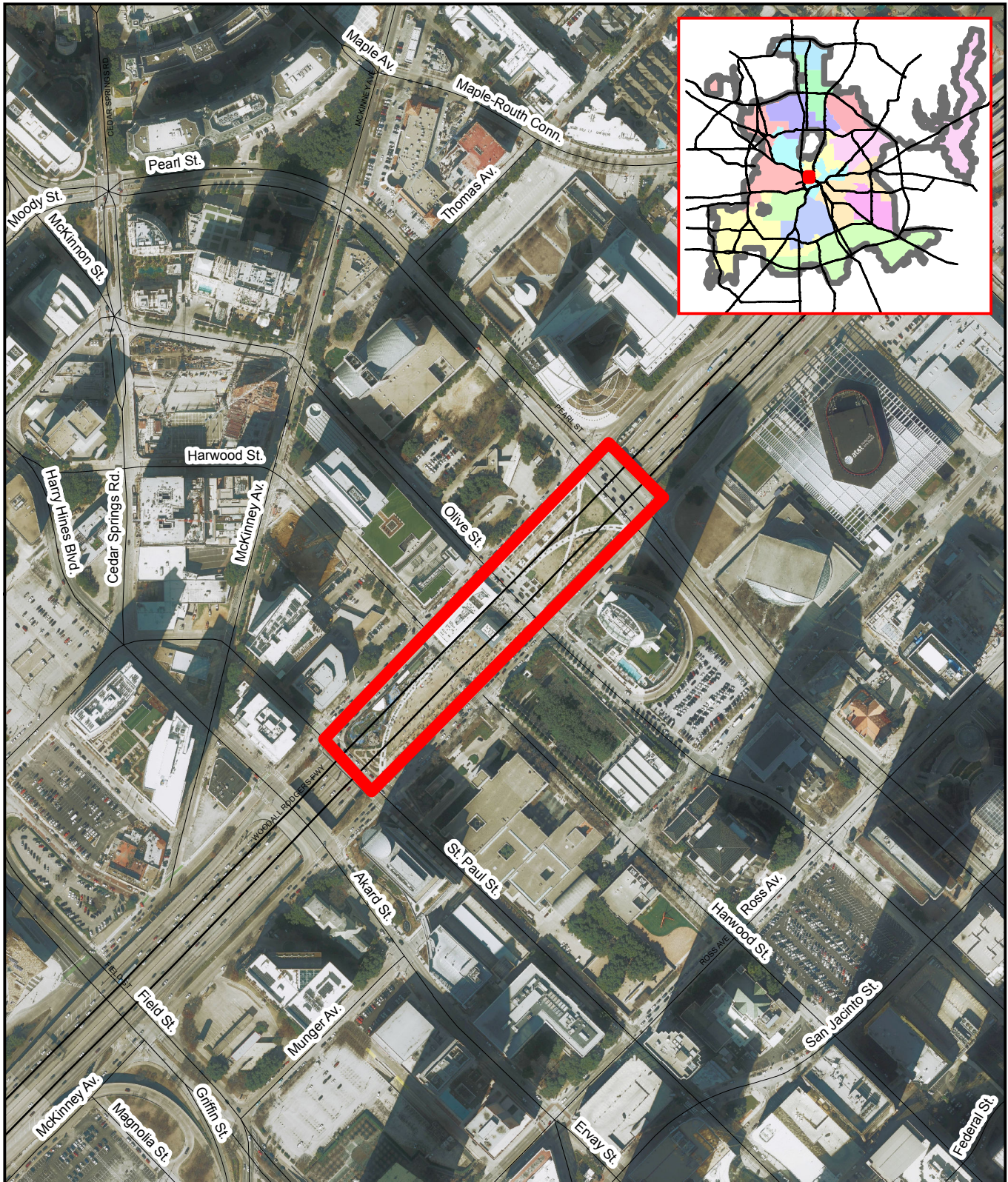
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$56,218.00	1.49%	\$56,218.00	1.49%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$97,068.00	2.57%	\$97,068.00	2.57%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$217,854.00	5.78%	\$217,854.00	5.78%
Total	\$371,140.00	9.84%	\$371,140.00	9.84%

Klyde Warren Park Tunnel



**Council District 14
Mapsco Page 45F 45K**

February 14, 2018

WHEREAS, the City of Dallas desires to enter into a five-year professional services contract, with two one-year renewal options with Jacobs Engineering Group, Inc., most advantageous proposer of two in Category 8 , to provide operation and maintenance support and oversight work for the tunnel at Klyde Warren Park, similar facilities and other related tasks, in an amount not to exceed \$3,771,672.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a five-year professional services contract, with two one-year renewal options with Jacobs Engineering Group, Inc., approved as to form by the City Attorney, for the operation and maintenance oversight for the tunnel at Klyde Warren Park, similar facilities and other related tasks, in an amount not to exceed \$3,771,672.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$3,771,672 (subject to annual appropriations) to Jacobs Engineering Group, Inc. from General Fund, Fund 0001, Department TRN, Unit 3180, Object 3070, Activity PB24, Program TP318018, Encumbrance/Contract No. MASC TRN-2018-0004366, Commodity 91842, Vendor VS0000023961.

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 # 17

**STRATEGIC
PRIORITY:**

Economic and Neighborhood Vitality

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

7

DEPARTMENT:

Housing & Neighborhood Revitalization

CMO:

Raquel Favela, 670-3309

MAPSCO:

56C

SUBJECT

Authorize an amendment to Resolution No. 15-1671, previously approved on September 9, 2015, with East Dallas Community Organization for construction of 8 homes for low and moderate mixed income families to **(1)** extend the HOME loan agreement and the Bond conditional grant agreement from September 9, 2017 to December 31, 2018; and **(2)** amend the terms to incorporate contract thresholds - Financing: No cost consideration to the City

BACKGROUND

In September 2017, East Dallas Community Organization (EDCO) requested an extension to the existing contract for construction of eight townhomes and the alley way. Delays were caused due to the time that it took to expand the Planned Development (PD), re-plot the land to accommodate the townhomes and construct the alley for access to city services. Platting and the construction of a new alley took approximately two years to complete.

EDCO recently selected a contractor to build the eight townhomes. The initial contractor bids were over budget and EDCO value engineered the architectural bid documents to reduce construction costs. EDCO has built and sold 27 single family mixed-income units in the prior phases.

The project was awarded 2012 and 2013 HOME Funds in the amount of \$900,000 from the U.S. Department of Housing and Urban Development (HUD) and 2012 Bond Funds in the amount of \$405,040, for a total of \$1,305,040, of which EDCO has expended \$304,501.70. The units will sell to six (6) eligible low-income families at or below 80% of Area Median Family Income (AMFI) and two (2) units to households up to 140% of AMFI.

BACKGROUND (continued)

The construction of the units will be built and sold within one year. The deed restrictions for the affordable units will remain on the property for 15 years from the date of sale. Deed Restrictions will remain for one year for the market rate units from point of sale.

City Council approval of this agenda item will authorize the City Manager to execute the amendment to extend the agreements from September 9, 2017 to December 31, 2018 for the HOME loan and Bond conditional grant agreements with EDCO.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 27, 2012, City Council authorized adoption of the final FY 2012-13 Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds for the following programs: Community Development Block Grant; HOME Investment Partnerships Program; Housing Opportunities for Persons with AIDS; and Emergency Solutions Grant; and adoption of the FY 2011-12 Reprogramming Budget by Resolution No. 12-1629.

On June 26, 2013, City Council authorized adoption of the final FY 2013-14 Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds for the following programs: Community Development Block Grant; HOME Investment Partnerships Program; Housing Opportunities for Persons with AIDS; and Emergency Solutions Grant; adoption of the FY 2012-13 Reprogramming Budget; and submission of the new 5 Year Consolidated Plan for the period October 1, 2013 through September 30, 2018, by Resolution No. 13-1142.

On September 9, 2015, City Council authorized a housing development HOME loan; and a 2012 Bond conditional grant agreement for a mixed income housing development project by Resolution No. 15-1671.

Information about this item will be provided to the Economic Development and Housing Committee on February 5, 2018.

FISCAL INFORMATION

No cost consideration to the City.

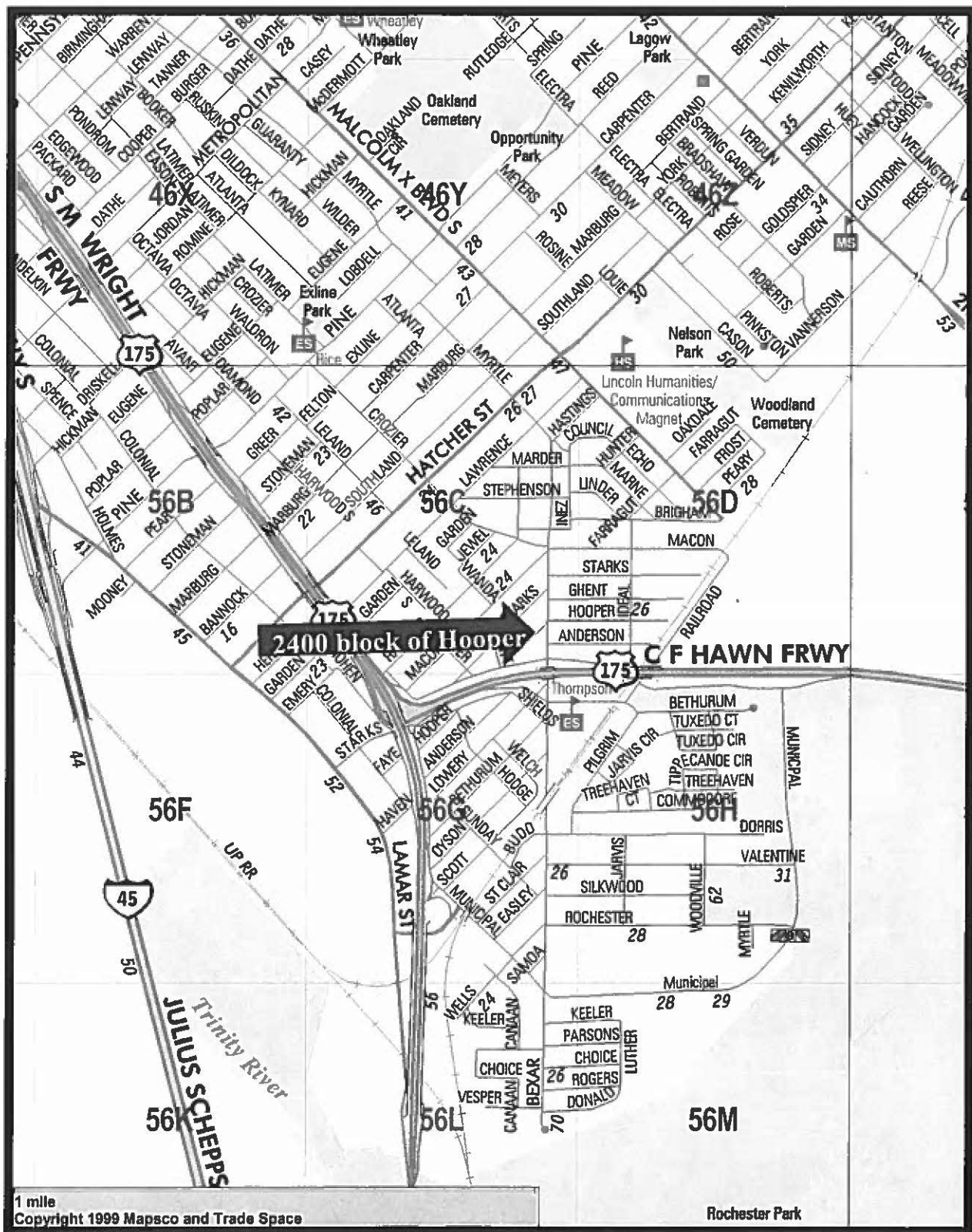
OWNER/DEVELOPER

East Dallas Community Organization

Gerald Carlton, President

MAP

Attached



MAPSCO 56C

February 14, 2018

WHEREAS, affordable housing for mixed income families is a high priority of the City of Dallas; and

WHEREAS, on June 27, 2012, City Council authorized adoption of the final FY 2012-13 Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds for the following programs: Community Development Block Grant; HOME Investment Partnerships Program; Housing Opportunities for Persons with AIDS; and Emergency Solutions Grant; and adoption of the FY 2011-12 Reprogramming Budget by Resolution No. 12-1629; and

WHEREAS, on June 26, 2013, City Council authorized adoption of the final FY 2013-14 Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds for the following programs: Community Development Block Grant; HOME Investment Partnerships Program; Housing Opportunities for Persons with AIDS; and Emergency Solutions Grant; adoption of the FY 2012-13 Reprogramming Budget; and submission of the new 5 Year Consolidated Plan for the period October 1, 2013 through September 30, 2018, by Resolution No. 13-1142; and

WHEREAS, on September 9, 2015, City Council authorized a housing development HOME loan in an amount not to exceed \$900,000; and a Bond conditional grant agreement in an amount not to exceed \$405,040 for a mixed income housing development project, by Resolution No. 15-1671; and

WHEREAS, the City desires for East Dallas Community Organization to develop affordable units for low and moderate-income families.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an amendment to Resolution No. 15-1671, previously approved on September 9, 2015, for a housing development with East Dallas Community Organization (EDCO), approved as to form by the City Attorney, for construction of 8 homes for low and moderate mixed income families to **(1)** extend the completion date of the HOME loan agreement and the 2012 Bond conditional grant agreement from September 9, 2017 to December 31, 2018; and **(2)** amend the terms to incorporate contract thresholds.

February 14, 2018

SECTION 2. That the terms of the HOME loan and the conditional grant agreement are amended to include:

- (a) EDCO must execute amendments to all necessary documents.
- (b) EDCO will submit monthly reports to the Housing and Neighborhood Revitalization Department and provide updates on the status of the project.
- (c) EDCO will report delays to staff immediately, but no later than within one week of identifying major issues.
- (d) EDCO will submit complete homebuyer files for staff's review by November 30, 2018.
- (e) EDCO will submit its final payment request by December 31, 2018.

SECTION 3. That all other prior terms in Resolution No. 15-1671 remain in effect.

SECTION 4. That the City Manager, upon approval as to form by the City Attorney, may **(1)** release liens upon satisfaction of all conditions; **(2)** subordinate to the senior lender (including refinances); **(3)** amend all related documents; and **(4)** grant the Director of Housing and Neighborhood Revitalization, or Director's designee, the authority to extend the completion date with up to two six-month extensions.

SECTION 5. That this contract is designated as Contract No. HOU-2018-00004444.

SECTION 6. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the HOME Loan or Conditional Grant Agreement, until such time as the amendments are duly approved by all parties and executed.

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.

**STRATEGIC
PRIORITY:**

Economic and Neighborhood Vitality

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

14

DEPARTMENT:

Housing & Neighborhood Revitalization

CMO:

Raquel Favela, 670-3309

MAPSCO:

45K

SUBJECT

Authorize an amendment to Resolution No. 17-0535, previously approved on March 22, 2017, for a conditional grant agreement with Flora Street Lofts, Ltd. for construction of Flora Lofts, a 52-unit multifamily new construction project located at 2121 Flora Street, conditioned upon 2017 4% Low Income Housing Tax Credit (LIHTC) award to **(1)** amend the parties to reflect the owner/LIHTC Applicant as Flora Street Lofts, Ltd., and the developer as Artspace Projects, Inc.; **(2)** extend the commencement of construction and the completion date; and **(3)** allow for an additional six-month extension to project deadlines - Financing: No cost consideration to the City

BACKGROUND

On January 5, 2018, Graham Greene, President of Green Arc Corporation on behalf of Artspace Project, Inc., the developer and Flora Street Lofts, Ltd, the owner/LIHTC Applicant requested changes to the existing development agreement for construction of Flora Lofts, a 52-unit multifamily new construction project located at 2121 Flora Street, conditioned upon 2017 4% LIHTC. Construction was delayed awaiting Texas Department of Housing and Community Affairs (TDHCA's) approval for 4% tax credits to support the Project.

On September 7, 2017, TDHCA granted the Project approval for the 4% tax credits in the amount of \$6,737,560. The Project will be financed through the issuance of bonds in the amount of \$15,000,000 by the Dallas Housing Finance Corporation (DHFC). The project was awarded 2012 Bond Funds in the amount of \$2,500,000 and City Center Tax Increment Financing (TIF) District Funds in the amount of \$4,577,916. The project will include 52 multifamily units for mixed income families at 60 % or below Area Median Income limits, 31 one-bedroom, 19 two-bedroom, and 2 three-bedroom units. The Project is a part of a larger development on the site that will include an underground parking garage, first floor retail, and upscale market rate apartments, which is anticipated to cost \$140 million. No City funds are being utilized for these adjacent projects.

BACKGROUND (continued)

The project's owner is Flora Street Lofts, Ltd., a limited partnership, formed for the sole purpose of owning and operating the project for long-term use as low-income housing. The partners in the project will be Enterprise Community Investments, Inc. (limited partner and tax credit investor) with 99.99% interest and 2121 Flora, LLC (general partner) with .01% interest. The partnership will be 51% owned by Artspace Projects, Inc., 39% owned by Green Arc Corp., and 10% owned by La Reunion TX.

The anticipated construction closing for the project with Flora Street Lofts, Ltd. is March 21, 2018. Construction of the units will be built within two years.

This action will authorize the City Manager to sign an amendment to Resolution No. 17-0535, previously approved on March 22, 2017, for a conditional grant agreement with Flora Street Lofts, Ltd. for construction of Flora Lofts, a 52-unit multifamily new construction project located at 2121 Flora Street, conditioned upon 2017 4% LIHTC award to **(1)** amend the parties to reflect the owner/LIHTC Applicant as Flora Street Lofts, Ltd., and the developer as Artspace Projects, Inc.; **(2)** extend the commencement of construction and the completion date; and **(3)** allow for an additional six-month extension to project deadlines.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 22, 2017, City Council authorized a development agreement with Flora Street Lofts, Ltd. and Green Arc Corporation, its limited partner, to assist the development of the Flora Lofts Project located at 2121 Flora Street in the Arts District by Resolution No. 17-0534.

On March 22, 2017, City Council authorized a conditional grant agreement with Flora Street Lofts, Ltd. for construction of Flora Lofts, a 52-unit multifamily new construction project located at 2121 Flora Street, conditioned upon 2017 4% LIHTC award by Resolution No. 17-0535.

Information about this item was provided to the Economic Development and Housing Committee on February 5, 2018.

FISCAL INFORMATION

No cost consideration to the City.

OWNER(S)

Flora Street Lofts, Ltd.
Graham Greene, President

2121 Flora, LLC, General Partner
Graham Greene, President

Artspace Projects, Inc. - 51% owned
Kelley Lindquist, President

Green Arc Corporation - 39% owned
Graham Greene, President

La Reunion TX - 10% owned
Robert L. Meckfessel, Board President
Jessica Steward Lendvay, Board Secretary
Zaida Basora, Board Treasurer
Kristin Atwell, Board of Director
Sarah Jane Semrad, Board Director
Alison V. Smith, Board Director
Barry Whistler, Board Director

MAP

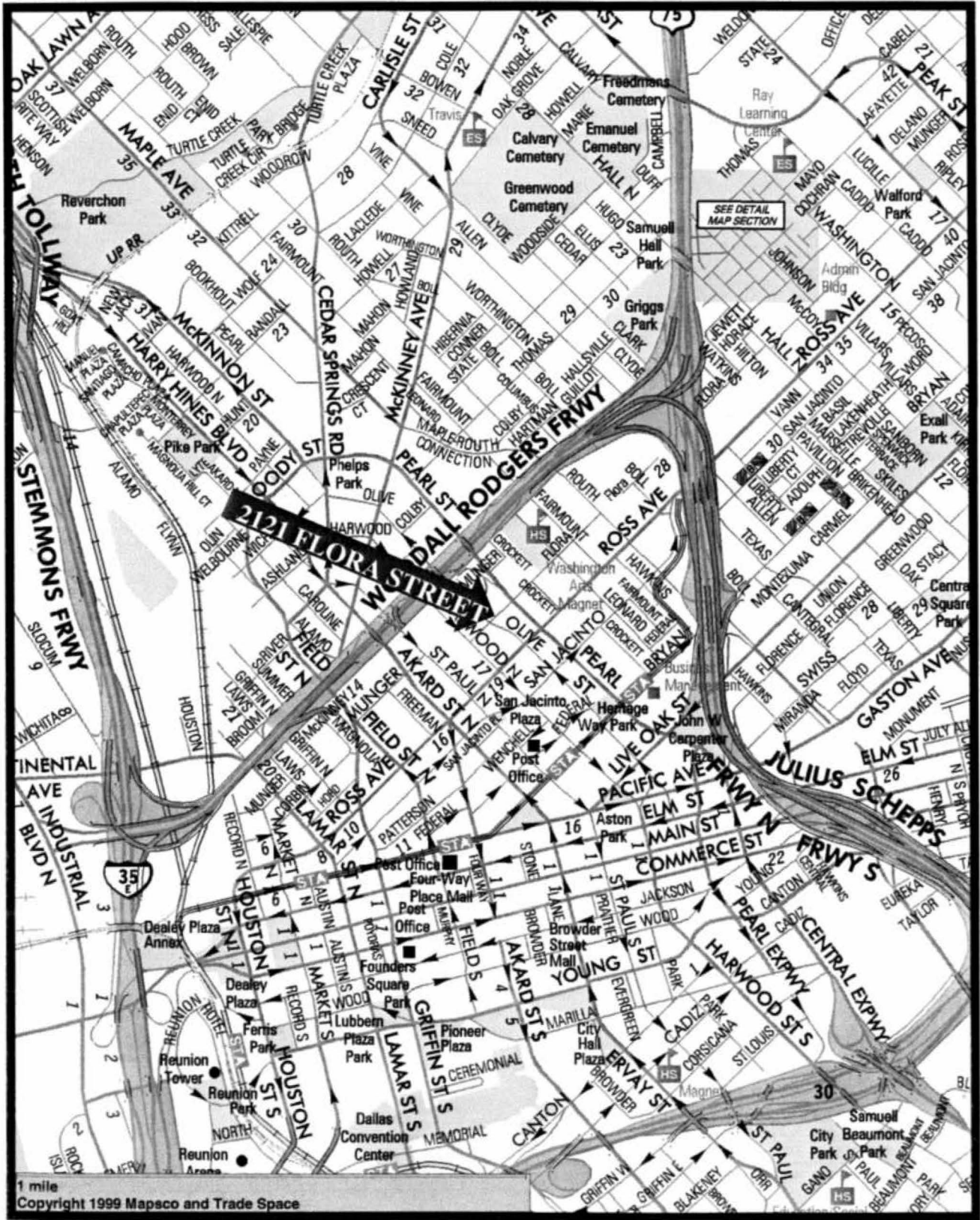
Attached

DEVELOPER(S)

Green Arc Corporation, Co-Developer
Graham Greene, President

Artspace Projects, Inc., Co-Developer
Kelley Lindquist, President

La Reunion TX, Co-Developer
Robert L. Meckfessel, Board President



MAPSCO 45K

February 14, 2018

WHEREAS, on March 22, 2017, City Council authorized a TIF development agreement with Flora Street Lofts, Ltd. and Green Arc Corporation, its limited partner, to assist the development of the Flora Lofts Project located at 2121 Flora Street in the Arts District, in an amount not to exceed \$4,577,916, by Resolution No. 17-0534; and

WHEREAS, on March 22, 2017, City Council authorized a Bond conditional grant agreement in an amount not to exceed \$2,500,000 with Flora Streets Lofts, Ltd. for construction of Flora Lofts, a 52-unit multifamily new construction project located at 2121 Flora Street, conditioned upon 2017 4% Low Income Housing Tax Credit (LIHTC) award by Resolution No. 17-0535; and

WHEREAS, the Texas Department of Housing & Community Affairs (TDHCA) awarded 2017 4% Housing Tax Credits to the Flora Lofts project; and

WHEREAS, Green Arc Corporation has elected to co-develop Flora Lofts with Artspace Projects, Inc., a Minnesota non-profit corporation ("Artspace"); and

WHEREAS, Artspace or Flora Street Lofts, Ltd. proposes to work with the City of Dallas to undertake the development of a 52-unit multifamily new construction project called Flora Lofts; and

WHEREAS, the City desires for Artspace, or Flora Street Lofts, Ltd. to develop the Flora Lofts' project for mixed income families.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an amendment to Resolution No. 17-0535, previously approved on March 22, 2017, for a conditional grant agreement with Flora Street Lofts, Ltd., approved as to form by the City Attorney, for construction of Flora Lofts, a 52-unit multifamily new construction project located at 2121 Flora Street, conditioned upon a 2017 4% LIHTC award to **(1)** amend the parties to reflect the owner/LIHTC Applicant as Flora Street Lofts, Ltd., and the developer as Artspace Projects, Inc.; **(2)** extend the commencement of construction and the completion date; and **(3)** allow for a six-month extension to project deadlines.

SECTION 2. That the terms of conditional grant agreement are amended to include:

- a. Artspace Projects, Inc., Flora Street Lofts, Ltd., or a limited partnership in which Artspace Projects, Inc. or its wholly owned subsidiary is the sole general partner must be awarded 2017 4% tax credits.

February 14, 2018

SECTION 2. (continued)

- b. Artspace Projects, Inc., Flora Street Lofts, Ltd., or a limited partnership will commence construction no later than July 1, 2018 and have until March 1, 2020 to complete construction; additionally the Director of Housing and Neighborhood Revitalization shall be permitted to grant up to six additional months for the completion of the Project if the developer or owner is diligently working to complete the Project.
- c. Artspace Projects, Inc., Flora Street Lofts, Ltd., or a limited partnership must adhere to applicable bond requirements, pursuant to City Council Resolution No. 17-0535.
- d. Flora Street Lofts Ltd., must execute a deed of trust, and deed restriction for a 30-year affordability period. The condition of the grant is a certificate of occupancy.
- e. The Deed of Trust related to the conditional grant agreement may be subordinated to other project lenders, in the sole discretion of the City.

SECTION 3. All other prior terms in Resolution No. 17-0535 shall remain as approved.

SECTION 4. That the City Manager is hereby authorized to execute (1) release of liens upon satisfaction of all conditions; and (2) subordinations to senior lenders, if any, (including refinances), in the City's sole discretion, following approval as to form by the City Attorney.

SECTION 5. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with Resolution No. 17-0535 as amended by the following:

Artspace Projects, Inc. Vendor VS0000070468

SECTION 6. That this contract is designated as Contract No. HOU-2017-00001839.

SECTION 7. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the conditional grant agreement, until such time as the grant documents are duly approved by all parties and executed.

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

AGENDA ITEM # 19**STRATEGIC
PRIORITY:**

Government Performance and Financial Management

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

N/A

DEPARTMENT:

Office of Budget

CMO:

Elizabeth Reich, 670-7804

MAPSCO:

N/A

SUBJECT

An ordinance denying rates as requested by Atmos Energy Corp., Mid-Tex Division (Atmos), and authorizing lower rates to be charged by Atmos, as determined by the City to be fair and reasonable based on an analysis of the data provided pursuant to its August 18, 2017 Statement of Intent to Increase Gas Utility Rates within the Incorporated Areas of the city of Dallas - Financing: No cost consideration to the City

BACKGROUND

Atmos provides natural gas utility service in Dallas in accordance with City Ordinance No. 27793 and Title 3, Subtitle A Texas Utilities Code, Gas Utility Regulatory Act (GURA). On June 14, 2017, City Council authorized a resolution ordering Atmos Energy Corp., Mid-Tex Division to show cause demonstrating the reasonableness of its exiting Natural Gas Distribution rates within the City of Dallas by Resolution No. 17-0933. On August 18, 2017, Atmos filed its rate increase request pursuant to the City's show cause order. In its filing, Atmos requested an increase in annual revenues of \$16.2 million from within the city of Dallas. This increase was \$5.9 million more than interim rates being charged by Atmos at the time of the filing. On December 5, 2017 the Railroad Commission of Texas (RCT) issued a final order in Atmos' appeal of the 2017 DARR filing denied by the city of Dallas. The final order granted Atmos an increase in rates of \$9.9 million which was a reduction of \$0.5 million to interim rates being charged by Atmos. The present rate request represents an increase of \$6.3 million over the rates authorized by the RCT on December 5, 2017.

BACKGROUND (continued)

Atmos requested that the new rates become effective September 22, 2017. On September 13, 2017, City Council authorized a resolution extending the Council's decision deadline for Atmos Energy Corporation's proposed new gas rate schedules for 90 days from the proposed effective date of the filing from, September 22, 2017 to December 21, 2017. The City suspended the effective date of the requested rate increase from September 22, 2017 until December 21, 2017, by Resolution No. 17-1430. The additional time was necessary for the City to adequately review the filing and determine appropriate rates to be charged by Atmos. On November 23, 2017 Atmos extended the effective date of the requested rates by 56 days to permit settlement negotiations to continue. The rates as requested will become effective on February 15, 2018 unless the City takes action prior to that date.

On October 25, 2017, the City retained Garrett Group LLC (Garrett) to assist City staff in reviewing the filing. Garrett has expertise in reviewing gas rate cases and is currently assisting the City with the Atmos appeal of the Dallas Annual Rate Review rate case pending at the Railroad Commission of Texas. After reviewing the rate filing and supplemental information received from Atmos, Garrett determined that the requested rate increase was not justified. City staff 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.

City staff and Atmos reached a proposed settlement of the current rate case. The proposed settlement results in a decrease in Atmos current rates of \$5.67 million. The City has determined that the attached tariffs are fair and reasonable for the citizens of Dallas and equitable for Atmos.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 14, 2017, City Council authorized a resolution ordering Atmos Energy Corp., Mid-Tex Division to show cause demonstrating the reasonableness of its existing Natural Gas Distribution rates within the City of Dallas by Resolution No. 17-0933.

The Government Performance & Financial Management Committee was briefed by memorandum regarding this matter on September 5, 2017.

On September 13, 2017, City Council authorized a resolution extending the Council's decision deadline for Atmos Energy Corporation's proposed new gas rate schedules for 90 days from the effective date of the filing, from September 22, 2017 to December 21, 2017, by Resolution No. 17-1430.

The Government Performance & Financial Management Committee was briefed regarding this matter on December 4, 2017.

City Council was briefed regarding this matter on January 17, 2018.

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

City Council will be briefed regarding this matter on February 7, 2018.

FISCAL INFORMATION

No cost consideration to the City.

February 14, 2018

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 14, 2017, the City of Dallas adopted Resolution No. 17-0933 ordering Atmos to show cause why its rates should not be reduced; and

WHEREAS, Atmos in Response to Resolution No. 17-0933, filed a Statement of Intent to Increase Rates for a \$16,173,626 annual increase applicable to Dallas customers on August 18, 2017 in response to the City's show cause order; and

WHEREAS, Atmos is currently charging customers in Dallas rates set pursuant to the final order in GUD 10850 issued by the Railroad Commission of Texas on December 12, 2017; and

WHEREAS, Atmos and the City of Dallas have agreed to an annual rate decrease of \$5,670,514 to customers within the City of Dallas to settle and resolve the 2017 Statement of Intent to increase rates; and

WHEREAS, the tariffs attached to this Ordinance, including tariffs, R-Residential Sales, C-Commercial Sales, I-Industrial Sales and T-Transportation, Dallas Annual Rate Review (DARR), 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 "Statement of Intent to Increase Gas utility rates within the Incorporated Areas of the City of Dallas" filed by Atmos Energy Corp. on August 18, 2017, are unreasonable and are therefore denied in all respects.

Section 2. That the tariffs attached hereto as Exhibit A, including tariffs, R-Residential Sales, C-Commercial Sales, I-Industrial Sales and T-Transportation, Dallas Annual Rate Review (DARR) and rate rider WNA-Weather Normalization Adjustment (Dallas) are hereby approved effective December 21, 2017.

Section 3. That the City's expenses in reviewing the statement of intent are deemed reasonable and Atmos shall reimburse the City in full for the costs of City's consultants and outside legal counsel.

Section 4. 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:
Larry Casto,
City Attorney

By 
Assistant City Attorney

Exhibit A

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 2/15/2018	PAGE:

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	\$ 0.12012 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 A

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 2/15/2018	PAGE:

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	\$ 41.50 per month
Commodity Charge - All Ccf	\$ 0.07670 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 A**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 02/15/2018	PAGE: 1 of 2

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	\$ 760.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2090 per MMBtu
Next 3,500 MMBtu	\$ 0.1524 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0240 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).

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."

Exhibit A

**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 02/15/2018	PAGE: 2 of 2

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 A

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 02/15/2018	PAGE: 1 of 2

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	\$ 760.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2090 per MMBtu
Next 3,500 MMBtu	\$ 0.1524 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0240 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 A

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 02/15/2018	PAGE: 2 of 2

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 A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	02/15/2018	PAGE: 1 of 2

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:

$$WNAF_i = R_i \frac{(HSF_i (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

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 A

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	02/15/2018	PAGE: 2 of 2

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	14.45	.2376	226.05	1.2905

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	DARR – Dallas Annual Rate Review	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	02/15/2018	PAGE: 1 of 5

I. Purpose:

This mechanism is designed to provide annual earnings transparency. All rate calculations under this tariff shall be made on a system wide basis. If, through the implementation of the provisions of this mechanism, it is determined that rates should be decreased or increased, then rates will be adjusted accordingly in the manner set forth herein. The rate adjustments implemented under this mechanism will reflect annual changes in the Company's cost of service and rate base. This Rider DARR will be effective for the period commencing with the Company's first DARR filing on or before January 15, 2019.

II. Definitions

a) The **Annual Evaluation Date** shall be the date the Company will make its annual filing under this mechanism. The Annual Evaluation Date shall be no earlier than January 2nd nor later than January 15th of each year. The Company may request recovery of its total cost of service but will include schedules showing the computation of any adjustments. This filing shall be made in electronic form where practicable.

b) **Audited Financial Data** shall mean the Company's books and records related to the Company's Mid- Tex operating area and shared services operations. Audited Financial Data shall not require the schedules and information provided under this tariff to undergo a separate financial audit by an outside auditing firm similar to the Company's annual financial audit.

c) The **Company** is defined as Amos Energy Corporation's Mid-Tex Division.

d) The **Test Period** is defined as the twelve month period ending September 30, of each preceding calendar year.

e) The **Rate Effective Period** is defined as the twelve-month period commencing June 1 and ending when subsequent rates are implemented pursuant to a final order from a regulatory authority.

f) Unless otherwise provided in this tariff the term Final Order refers to the final order issued by the Railroad Commission of Texas in GUD No. 9869 as clarified by the final order in GUD No. 10580.

Exhibit A**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	DARR – Dallas Annual Rate Review	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	02/15/2018	PAGE: 2 of 5

III. Rate Review Mechanism

The Company shall file with the City of Dallas the schedules specified below for the Test Period, with the filing to be made by the Annual Evaluation Date following the end of the Test Period. The schedules will be based upon the Company's Audited Financial Data, as adjusted, and will include the following:

- a) Test Period ending balances for actual gross plant in service, accumulated depreciation, accumulated deferred income taxes, inventory, working capital, and other rate base components will be used for the calculation of rates for the Rate Effective Period. The ratemaking treatments, principles, findings and adjustments included in the Final Order, will apply except when a departure from those treatments, principles, findings or adjustments is justified by changed circumstances. However, no post Test Period adjustments to rate base will be permitted. Cash working capital will be calculated using the lead/lag days approved in the Final Order.
- b) Depreciation rates booked in the period will be those approved in the final order in GUD 10170, or the depreciation rates most recently approved for the Mid-Tex Division and the Shared Services Division by the Railroad Commission of Texas, as applicable, if and only if the City of Dallas has the right to participate in the subsequent Railroad Commission of Texas proceeding with a full right to have it's reasonable expenses reimbursed. All calculation methodologies will be those approved in the final order except where noted or included in this tariff. In addition, the Company shall exclude from operating and maintenance expense the discretionary costs to be disallowed from Rider DARR filings listed in the DARR Schedules and Information section of this tariff.
- c) Return on Equity (ROE) shall be maintained at 9.8%.
- d) Long-term cost of debt will be the actual thirteen month average for the Test Period. Capital structure will be the actual thirteen month average Test Period ratio of long-term debt and equity.
- e) All applicable accounting adjustments along with all supporting work papers. Such adjustments may include:
 - 1) Pro-forma adjustments to update and annualize costs and revenue billing determinants for the Rate Effective Period.
 - 2) Pro-forma or other adjustments required to properly account for atypical, unusual, or nonrecurring events recorded during the Test Period.
- f) Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order.

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	DARR – Dallas Annual Rate Review	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	02/15/2018	PAGE: 3 of 5

IV. Calculation of Rate Adjustment

- a) The Company shall provide additional schedules indicating the following revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the Rate Effective Period. In calculating the required rate adjustments, such adjustments will be apportioned between the customer charge and usage charge with the Residential and the Commercial customer charges being rounded to the nearest \$0.25.
- b) The Company may also adjust rates for the Rate Effective Period to include recovery of any known and measurable changes to operating and maintenance costs including, but not limited to, payroll and compensation expense, benefit expense, pension expense, insurance costs, materials and supplies, bad debt costs, medical expense, transportation and building and lease costs for the Rate Effective Period Provided, however, that adjustments may only be made for costs that are reasonable and necessary.
- c) The Company shall also adjust income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date. Atmos Energy shall establish a regulatory liability and comprehensively account for any excess deferred taxes which exist due to the decrease in the federal income tax rate from 35% to 21%. Effective with the DARR filing for the period ending September 30, 2018, Atmos will use the statutory income tax rate in effect for Corporations, and in the initial filing commence the flowback of excess deferred taxes to ratepayers in accordance with the provisions of the Internal Revenue Code.
- d) The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall permit the Company to earn a return on that net investment for the Effective Period which shall not be subject to refund if in a subsequent review a portion of the plant is determined to be imprudently incurred.
- e) The Company shall provide a schedule demonstrating the “proof of revenues” relied upon to calculate the proposed rate for the Rate Effective Period. The proposed rates shall conform as closely as is practicable to the revenue allocation principles approved in the Final Order.

V. Attestation

A sworn statement shall be filed by an Officer of the Mid-Tex Division affirming that the filed schedules are in compliance with the provisions of this mechanism and are true and correct to the best of his/her knowledge, information and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies or allocation of common costs.

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	DARR – Dallas Annual Rate Review	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	02/15/2018	PAGE: 4 of 5

VI. Evaluation Procedures

The City of Dallas shall have 135 days to review and render a decision on the Company's filed schedules and work papers. The Company will be prepared to provide all supplemental information as may be requested to ensure adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within ten (10) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the schedules into compliance with the above provisions.

During the 135 day period, the Company and the regulatory authority will work collaboratively and seek agreement on the proposed adjustments to the Company's schedule and proposed rates. If agreement has been reached by the Company and the regulatory authority, the regulatory authority shall authorize an increase or decrease to the Company's rates so as to achieve the revenue levels indicated for the Rate Effective Period. If, at the end of the 135 day period, the Company and the regulatory authority have not reached agreement on the proposed adjustments, the Company shall have the right to appeal the regulatory authority's action or inaction to the Railroad Commission of Texas. Upon the filing of an appeal of the City's order relating to an annual DARR filing with the Railroad Commission of Texas, the City shall not oppose the implementation of rates subject to refund or advocate the imposition of a 3rd party surety bond by the Company.

VII. Reconsideration and
Appeal

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

Exhibit A

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RIDER:	DARR – Dallas Annual Rate Review	
APPLICABLE TO:	Customers within the City of Dallas	
EFFECTIVE DATE:	02/15/2018	PAGE: 5 of 5

VIII. Notice

Notice of this annual DARR filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;
- c) the service area or areas in which the proposed rate adjustment would apply;
- d) the date the proposed rate adjustment was filed with the regulatory authority; and
- e) the Company's address, telephone number and website where information concerning the proposed rate adjustment may be obtained.

Company shall notice customers again by bill insert as soon as practical after final DARR rates are ordered by the City and agreed to by the Company if the agreed increase or decrease in rates is materially different than the initial notice.

IX. DARR Schedules and Information

The following types of employee reimbursed expenses and directly incurred costs are to be removed from all expense and rate base amounts included within Rider DARR filings for the Test Period and for the Rate Effective Period:

- Amounts incurred for travel, meals or entertainment of employee spouses, domestic partners, significant others, children and pets.
- Amounts for air travel that exceed published commercial coach air fares.
- Amounts incurred for excessive rates for hotel rooms.
- Amounts for alcoholic beverages.
- Amounts paid for admission to entertainment, sports, art or cultural events, and all event sponsorship costs.
- Amounts for social club dues or fees.

STRATEGIC PRIORITY: Quality of Life

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Cultural Affairs

CMO: Joey Zapata, 670-1204

MAPSCO: N/A

SUBJECT

Authorize **(1)** the acceptance of donations from the Communities Foundation of Texas on behalf of the various contributors to the Dallas Cultural Plan 2018 in the amount of \$303,000; and **(2)** an increase in appropriations in the amount of \$303,000 in the Office of Cultural Affairs budget - Revenue: \$303,000

BACKGROUND

On May 24, 2017, City Council authorized a one-year consultant contract for the development of a 10-year cultural plan and updated cultural policy for the City of Dallas in the amount of \$539,900, by Resolution No. 17-0847. The City's Cultural Plan was last comprehensively updated in 2002, and given the demographic, economic, and artistic changes in the City, the Office of Cultural Affairs sought consultants to lead a cultural planning process to guide the next 7-10 years of City supports for the sector. The Dallas Cultural Plan 2018 is currently underway, and engaging local arts and cultural organizations, their leaders and supporters, as well as residents across all neighborhoods, to explore ways to strengthen and improve access to and engagement with the City's tremendous cultural assets. Importantly, this plan and the process to formulate it will take into account the objectives and needs of artistic institutions and cultural organizations of all types and sizes, as well as the desires and aspirations of artists and others within the cultural economy.

Various private donors have contributed to the cultural planning effort, including The Meadows Foundation, Texas Instruments Foundation, Hoblitzelle Foundation, PNC Bank, Perot Foundation, Communities Foundation of Texas, and others. These gifts were raised to offset the impact to the City's General Fund for this effort. The funds are currently held in a Charitable Giving Fund with the Communities Foundation of Texas. This action seeks to authorize the acceptance of these funds so that they may be deposited into the General Fund. Furthermore, this action increases the Office of Cultural Affairs General Fund expenditure and revenue appropriations in a corresponding amount.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Quality of Life, Arts and Culture Committee on February 12, 2018.

FISCAL INFORMATION

Revenue - \$303,000

February 14, 2018

WHEREAS, on May 24, 2017, City Council authorized a one-year consultant contract for the development of a 10-year cultural plan and updated cultural policy for the City of Dallas, in an amount not to exceed \$539,900, by Resolution No. 17-0847; and

WHEREAS, Dallas' Cultural Plan was last comprehensively updated in 2002, and given the demographic, economic, and artistic changes in the City, the Office of Cultural Affairs sought consultants to lead a cultural planning process; and

WHEREAS, the 2018 cultural planning process is now underway, engaging local arts and cultural organizations, their leaders and supporters, as well as residents across all Dallas neighborhoods, to explore ways to strengthen and improve access to and engagement with the City's tremendous cultural assets; and

WHEREAS, importantly, this Plan and the process to formulate it, will consider the objectives and needs of artistic institutions and cultural organizations of all types and sizes, as well as the desires and aspirations of artists and others within the cultural economy; and

WHEREAS, the resulting Cultural Plan will provide the vision, implementation strategies, organizational structure, funding requirements, and policy framework to achieve the goals and strategic objective set forth in the Cultural Plan; and

WHEREAS, \$303,000 was raised from various private donors to support the Dallas Cultural Plan 2018 effort, and these funds are currently held in a Charitable Giving Fund with the Communities Foundation of Texas; and

WHEREAS, it is now necessary to accept and deposit these funds into the City's General Fund and adjust expenditure and revenue appropriations accordingly.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to accept donations from the Communities Foundation of Texas on behalf of the various contributors to the Dallas Cultural Plan 2018, approved as to form by the City Attorney, in an amount not to exceed \$303,000.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit private funds in an amount not to exceed \$303,000 in the General Fund, Fund 0001, Department OCA, Unit 4888, Revenue Code 8411.

February 14, 2018

SECTION 3. That the City Manager is hereby authorized to increase the Office of Cultural Affairs appropriations in an amount not to exceed \$303,000, from \$20,407,467 to \$20,710,467 in the General Fund, Fund 0001, Department OCA; total General Fund expenditure appropriations by \$303,000 from \$1,278,320,588 to \$1,278,623,588; and increase total General Fund revenue appropriations by \$303,000 from \$1,278,320,588 to \$1,278,623,588.

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

**STRATEGIC
PRIORITY:**

Economic and Neighborhood Vitality

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

14

DEPARTMENT:

Office of Economic Development

CMO:

Raquel Favela, 671-5257

MAPSCO:

45 K

SUBJECT

Authorize an amendment to Resolution No. 17-0534, previously approved on March 22, 2017, to **(1)** amend the parties to reflect the owner as Flora Street Lofts, Ltd., and the developer as Artspace Projects, Inc.; and **(2)** allow for a six-month extension to project deadlines in the future, if necessary, for the development agreement associated with previously approved TIF funding for the Flora Lofts Project located at 2121 Flora Street in the Arts District - Financing: No cost consideration to the City

BACKGROUND

On January 5, 2018, the project applicant requested a developer name change for Flora Lofts, a 52-unit residential structure of which 83% of the units will be designated as artist dwelling units for those with incomes at 50% and 60% of Dallas Area Median Income. The requested change is being requested to maximize post-tax benefit of the TIF funds. The project owner (Flora Street Lofts, Ltd.) desires to assign its rights to payment of the TIF funds to its non-profit partner in the transaction, Artspace Project, Inc.

On September 7, 2017, Texas Department of Housing and Community Affairs (TDHCA) granted the Project approval for the 4% tax credits in the amount of \$6,737,560. The Project will be financed through the issuance of bonds in the amount of \$15 million by the Dallas Housing Finance Corporation and by other capital sources. The project was awarded 2012 Bond Funds in the amount of \$2,500,000 and TIF District Funds in the amount of \$4,577,916.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 22, 2017, City Council authorized a development agreement in an amount not to exceed \$4,577,916 with Flora Street Lofts, Ltd. and Green Arc Corporation, its limited partner, for the affordable housing development of the Flora Lofts Project located at 2121 Flora Street in the Arts District, by Resolution No. 17-0534.

Information about this item will be provided to the Economic Development and Housing Committee on February 5, 2018.

FISCAL INFORMATION

No cost consideration to the City.

OWNER

Flora Street Lofts, Ltd.
Graham Greene, President of the
General Partner

DEVELOPER(S)

Flora Street Lofts, Ltd.
Graham Greene, President of the
General Partner

LaReunion TX, Co-Developer
Bob Meckfessel, President

Green Arc Corporation, Co-Developer
Graham Greene, President

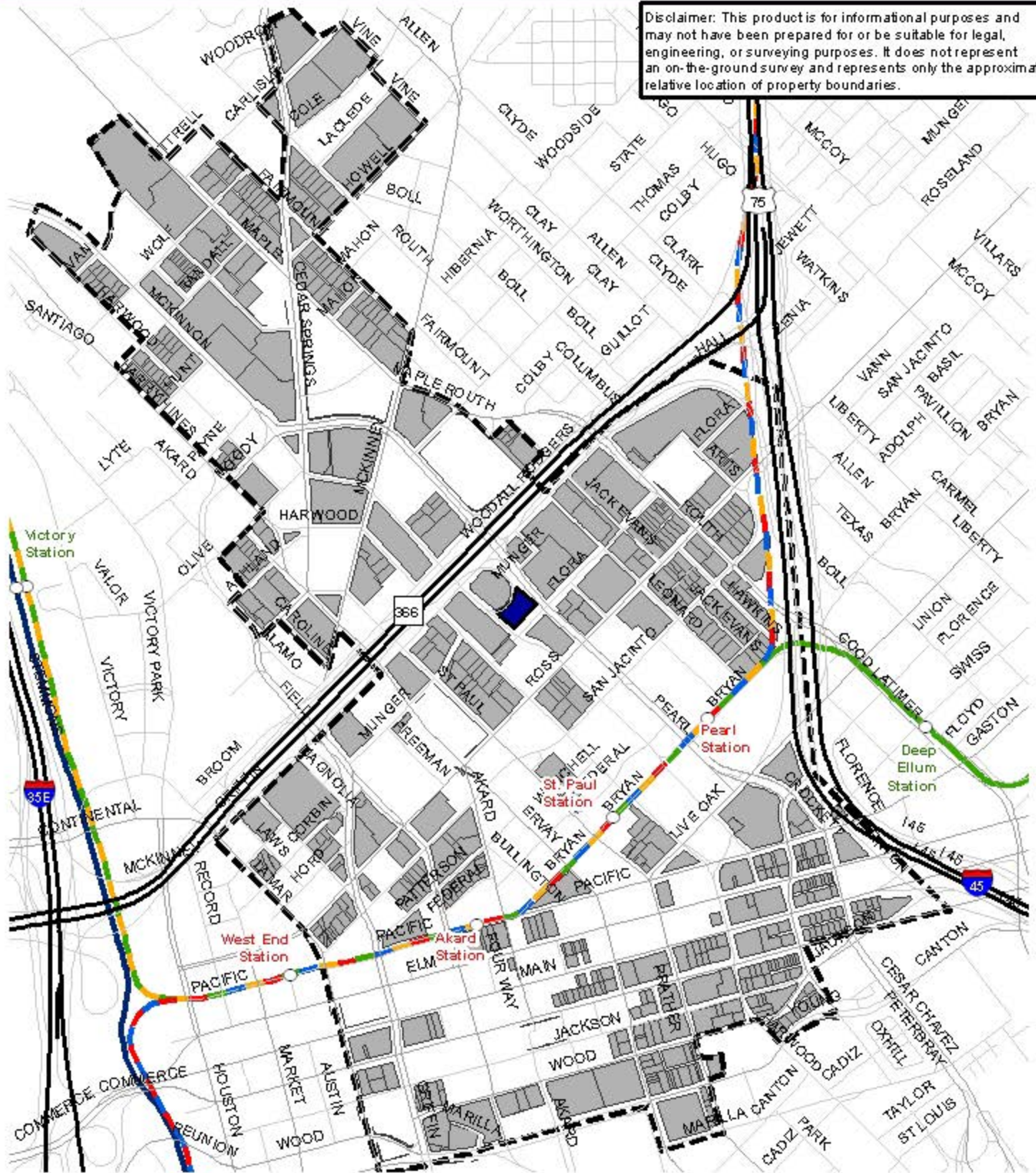
Artspace Projects, Inc.
Kelley Lindquist, President

MAP

Attached

Flora Lofts Project

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.



City of Dallas
Office of Economic Development



Area Redevelopment Division
<http://www.Dallas-EcoDev.org>

Created 2/2013

Legend

- Flora Lofts Project - 2121 Flora St
- Downtown Connection TIF Boundary
- Downtown Connection TIF Parcel
- Properties Outside of TIF
- Rail Station
- DART Red Line
- DART Blue Line
- DART Green Line
- DART Orange Line
- Trinity Railway Express



February 14, 2018

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

WHEREAS, on June 26, 1996, City Council pursuant to Ordinance No. 22802, established Tax Increment Financing Reinvestment Zone Five (City Center TIF District) in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the City Center area through the use of tax increment financing as amended; and

WHEREAS, on February 12, 1997, City Council, pursuant to Ordinance No. 23034, authorized the City Center TIF District Project Plan and Reinvestment Zone Financing Plan for the City Center TIF District, as amended; and

WHEREAS, the City Center TIF District has several set-aside budget categories, including Affordable Housing and such Affordable Housing Funds may be used outside of the TIF District Boundary; and

WHEREAS, supporting affordable housing for artists to live and work in the Dallas Arts District creates synergies within a district designed to enhance the City's creative and economic vitality, to the benefit of both the City Center TIF District and the Downtown Connection TIF District; and

WHEREAS, the expenditure of TIF funds supporting this affordable housing development project is consistent with promoting development and redevelopment of the City Center TIF District in accordance with the purposes for its creation, the City's revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, as amended, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan, as amended, for the City Center TIF District; and

WHEREAS, on March 22, 2017, City Council authorized a development agreement with Flora Street Lofts, Ltd. and Green Arc Corporation, its limited partner, to assist the development of the Flora Lofts Project, located at 2121 Flora Street in the Arts District, in an amount not to exceed \$4,577,916 in the form of a TIF grant supporting affordable housing, by Resolution No.17-0534; and

WHEREAS, on January 5, 2018, the project applicant requested a developer name change for Flora Lofts, a 52-unit residential structure of which 83% of the units will be designated as artist dwelling units for those with incomes at 50% and 60% of Dallas Area Median Income.

February 14, 2018

Now, Therefore,

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

SECTION 1. That the City Manager, is hereby authorized to amend Resolution No. 17-0534 to (1) amend the parties to reflect the owner as Flora Street Lofts, Ltd., and the developer as Artspace Projects, Inc.; and (2) allow for a six-month extension to project deadlines in the future, if necessary, for the development agreement associated with previously approved TIF funding for the Flora Lofts Project located at 2121 Flora Street in the Arts District, upon approval as to form by the City Attorney.

SECTION 2. That Section 2 of Resolution No. 17-0534 is amended as follows:

Section 2. That the Chief Financial Officer is hereby authorized to encumber and disburse funds from future tax increments and subject to future appropriations from:

Fund 0035, Department ECO, Unit W169, Object 3010, Activity TCCN, Program No. CCTIF0015, ~~GT-ECOW169E307~~, Encumbrance/Contract No. CX ECO-2018-00005353, Vendor No. ~~VS93927~~ VS0000070468, in an amount not to exceed \$4,577,916; and

Total amount not to exceed \$4,577,916

SECTION 3. That to conform with the terms of the conditional grant agreement issued by the Housing and Neighborhood Revitalization Department, the project completion deadline shall be permitted to be extended up to six (6) months if the developer is diligently working to complete the project, subject to the Office of Economic Development Director's and City Center TIF District Board of Director's approval.

SECTION 4. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 5. That all other terms and conditions as set forth in Resolution No. 17-0534, shall remain in full force and effect, except as specifically outlined in Section 1 and Section 2 above.

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

STRATEGIC PRIORITY: Public Safety

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Emergency Management

CMO: Jon Fortune, 670-1204

MAPSCO: N/A

SUBJECT

Authorize adoption of the 2017-2022 City of Dallas Hazard Mitigation Action Plan, which identifies strategies to mitigate natural hazards in the City of Dallas - Financing: No cost consideration to the City

BACKGROUND

The 2017 City of Dallas Hazard Mitigation Action Plan (HazMAP) defines the hazards (such as flooding) and potential strategies to mitigate those hazards as federal grant funding becomes available. Without this strategy, the City of Dallas will not be eligible to apply for the grants. This Mitigation Action Plan is effective for Fiscal Years 2017 through 2022. The Federal Emergency Management Agency (FEMA) requires approval of Mitigation Action Plans every five years. The 2017 City of Dallas Hazard Mitigation Action Plan was approved by FEMA in late 2017 and will be effective once adopted by the City.

The City of Dallas Hazard Mitigation Action Plan satisfies the natural hazards mitigation planning requirements as specified in the Disaster Mitigation Act of 2000. The plan was developed following the process outlined by the Disaster Mitigation Act of 2000. The update follows guidelines provided by FEMA 386-8: Multijurisdictional Mitigation Planning (August 2006), FEMA's Local Multi-Hazard Mitigation Planning Guidance (July 2008), FEMA Hazard Mitigation Planning Handbook (March 2013) and other FEMA guidance.

The City completed the following tasks as required by law to ensure a functional, accurate, and thorough Hazard Mitigation Action Plan:

- Developed the Mitigation Planning Working Group that included internal City departments and community stakeholders
- Completed plan development and strategy meetings with the Mitigation Planning Working Group

BACKGROUND (continued)

- Invited public input on hazards affecting the City of Dallas through a public survey which was advertised in social and print media
- Conducted three public input meetings to obtain feedback on potential mitigation projects from community stakeholders
- Solicited a review of the plan from regional Subject Matter Experts in Mitigation planning to ensure thoroughness of the planning process

The 2017 City of Dallas Hazard Mitigation Action Plan was developed to identify projects that may be eligible for pre- and post- disaster mitigation grants when such funding does become available.

Hazard Mitigation Action Plans are a precursor to millions of dollars in Federal funding under the Hazard Mitigation Grant Program, the Flood Mitigation Grant Program, and post-disaster grants and reimbursements.

Hazard Mitigation Action Plans are used to assemble data about the hazards that impact the City of Dallas and quantify hazards into a vulnerability analysis. This analysis is then used to develop long-term sustainable projects. The City is under no obligation to complete any of the projects listed in the plan.

The State of Texas Division of Emergency Management (TDEM) and FEMA have approved the 2017 City of Dallas Hazard Mitigation Action Plan pending adoption by the City Council.

This action will replace adoption of the Dallas County Hazard Mitigation Plan, which the City of Dallas was previously a party to. The City sought to develop a standalone Hazard Mitigation Plan to provide greater detail and strategies within the plan.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 13, 2016, City Council approved the adoption of the 2015 Dallas County Hazard Mitigation Plan, which identified strategies to mitigate natural hazards in the City of Dallas and Dallas County by Resolution No. 16-0084.

Information about this item will be provided to the Public Safety and Criminal Justice Committee on February 12, 2018.

FISCAL INFORMATION

No cost consideration to the City.

February 14, 2018

WHEREAS, the City of Dallas Office of Emergency Management has gathered information and prepared the 2017-2022 City of Dallas Hazard Mitigation Action Plan; and

WHEREAS, the 2017-2022 City of Dallas Hazard Mitigation Action Plan has been prepared in accordance with the Federal Emergency Management Agency requirements per Title 44 of the Code of Federal Regulations Part 201.6 on Mitigation Planning; and

WHEREAS, the Dallas City Council has reviewed the Plan and affirms that the Plan will be updated in accordance to the plan maintenance process described in the plan.

Now, Therefore,

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

SECTION 1. That the City of Dallas adopts the 2017-2022 City of Dallas Hazard Mitigation Action Plan as this jurisdiction's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

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.

Dallas Hazard Mitigation Action Plan Executive Summary

Background and Authorities

The City of Dallas Hazard Mitigation Action Plan satisfies the natural hazards mitigation planning requirements as specified in the Disaster Mitigation Act of 2000. The plan was developed following the process outlined by the Disaster Mitigation Act of 2000. The update follows guidelines provided by *FEMA 386-8: Multijurisdictional Mitigation Planning* (August 2006), *FEMA's Local Multi-Hazard Mitigation Planning Guidance* (July 2008), *FEMA Hazard Mitigation Planning Handbook* (March 2013) and other FEMA guidance.

Purpose

The purpose of this Local Mitigation Action Plan is to document and analyze the City of Dallas' vulnerability to hazards, both natural and technical, and lessen their impacts based on the assumption that each of the hazards will occur at least once within the next ten years. This document represents a cumulative understanding of the hazards that have an effect on the City of Dallas, including hazards with or without tangible impact on its population or property. This document identifies those hazards that the City of Dallas is vulnerable to, states their probability and potential impact based on historical records, and identifies projects to lessen their vulnerability over the five-year life of this plan.

The desired outcome of the City of Dallas Local Mitigation Action Plan is a comprehensive understanding of the hazards that affect the City of Dallas. This document sets out to document the effects of the natural hazards that plague our community by virtue of our geographical location, and the technological hazards that come about as a result of our City's prestige.

The City identified current capabilities and mechanisms available for implementing hazard mitigation strategies. This captures a discussion of the roles of key departments, administrative and technical capacity, fiscal resources, and summaries of relevant planning mechanisms, codes, and ordinances.

Summary of Plan Sections

A complete copy of the City of Dallas Hazard Mitigation Action Plan is available to members of the City Council upon request.

Chapters 1 and 2 of the HazMAP outline the Plan's purpose and development, including how Planning Team members, stakeholders, and members of the general public were involved in the planning process.

Chapter 4 presents a hazard overview and information on individual natural hazards in the planning area. The hazards are analyzed and prioritized based on potential losses to life and property and other community concerns. For each hazard, the Plan Update presents a description of the hazard, a list of historical hazard events, and the results of the vulnerability and risk assessment process.

Chapter 5 presents hazard mitigation goals and objectives. Additionally, an analysis for the previous actions and proposed hazard mitigation actions by the City of Dallas is included. Chapter 6 identifies Plan maintenance mechanisms.

A community profile is included in appendix A. Documentation supporting the process for plan development is included in Appendix B. Appendix C contains sensitive information included in the plan and is not available for public release. Appendix D contains a consequence analysis of each of the hazards identified within the plan including the impact of the hazard on the public, responders, facilities, the environment, and the economy. Finally, appendix D details the mitigation plans link to the City's Community Rating system and the impact mitigation activities have on limiting the impact of flooding events on the public, property, and the environment

City of Dallas



Office of Emergency
Management

**Local Mitigation Action Plan
2017 – 2022**

Chapter 1

Introduction

1.1 Statement of Purpose

The purpose of this Local Mitigation Action Plan is to document and analyze the City of Dallas' vulnerability to hazards, both natural and technical, and lessen their impacts based on the assumption that each of the hazards will occur at least once within the next ten years. This document represents a cumulative understanding of the hazards that have an effect on the City of Dallas, including hazards with or without tangible impact on its population or property. This document identifies those hazards that the City of Dallas is vulnerable to, states their probability and potential impact based on historical records, and identifies projects to lessen their vulnerability over the five-year life of this plan.

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1.2 Table of Contents

Chapter 1 – Introduction	1
Chapter 2 – Plan Development Process	7
Chapter 3 – Capabilities Assessment	17
Chapter 4 – Hazard Identification and Risk Assessment (HIRA)	21
HIRA Matrix	24
Individual Hazard Analyses	27
Aircraft Incident	29
Biological Event	37
Dam and Levee Failure	43
Drought	45
Earthquake	51
Extreme Heat	59
Flooding	65
NFIP and CRS Information	82
Hail	85
Hazard Materials	91
High Winds	97
Lightning	103
Severe Winter Storm	107
Terrorism	113
Tornado	115
Wildfire	119
Mitigation Strategy	135
Goals and Objectives	137
Possible Mitigation Actions	139
Slated Action Items	145
Plan Maintenance	157
Appendix A – Community Profile	A-1
Appendix B – Planning Process Documentation	B-1
Appendix C – Sensitive Information	C-1
Appendix D – City of Dallas Consequence Analysis	D-1
Appendix E – Community Rating System Executive Summary	E-1

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1.3 Desired Outcomes

The desired outcome of the City of Dallas Local Mitigation Action Plan is a comprehensive understanding of the hazards that affect the City of Dallas. This document sets out to document the effects of the natural hazards that plague our community by virtue of our geographical location, and the technological hazards that come about as a result of our City's prestige. It is the hope of the Mitigation Working Group that the information within this plan will have a positive impact on the population and properties within the City of Dallas.

1.4 Contact Information

The City of Dallas Local Mitigation Action Plan is a living document which will be reviewed and updated periodically as described in Chapter 6 – Plan Maintenance.

Comments, suggestions, corrections and additions are enthusiastically encouraged from all interested parties.

Please send review comments to:

Nicholas F. LaGrassa
Emergency Management Specialist - Mitigation
City of Dallas Office of Emergency Management
1500 Marilla Street L2AN
Dallas, TX 75201
Nicholas.LaGrassa@DallasCityHall.com

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Chapter 2

Plan Development

The City of Dallas Local Mitigation Action Plan satisfies the natural hazards mitigation planning requirements as specified in the Disaster Mitigation Act of 2000. The plan was developed following the process outlined by the Disaster Mitigation Act of 2000. The update follows guidelines provided by *FEMA 386-8: Multijurisdictional Mitigation Planning (August 2006)*, *FEMA's Local Multi-Hazard Mitigation Planning Guidance (July 2008)*, *FEMA Local Mitigation Planning Handbook (March 2013)* and other FEMA guidance.

2.1 Internal Planning Process

The City of Dallas Local Mitigation Action Plan (LMAP) was developed primarily by the Office of Emergency Management, with input from other municipal departments through regular meetings of the Mitigation Working Group. Table 1 lists the names and titles of individuals on the Mitigation Working Group. Those members with “City Representative” in their plan role are employed by the City of Dallas. Members with “Public Representative” are from outside the municipal government.

Table 1 - City of Dallas Mitigation Working Group

Name	Title - Department	Plan Role
Nicholas F. LaGrassa	Emergency Management Specialist - Office of Emergency Management	LMAP Coordinator – City Representative
Kevin Oden	Assistant Emergency Management Coordinator - Office of Emergency Management	Hazard and Plan Development – City Representative
Rocky Vaz	Director - Office of Emergency Management	Hazard and Plan Development – City Representative
Steve Parker	Senior Program Manager - Trinity Watershed Management	Floodplain Administrator – City Representative
Dhruv Pandya	Assistant Director - Trinity Watershed Management	Flooding Specialist - City Representative
Kim Dewailly	Senior Engineer – Trinity Watershed Management	Dams and Levees – City Representative
Randall Payton	Assistant Director – Dallas Water Utilities	Dams and Levees – City Representative
Kevin Luper	Officer – Dallas Fire Rescue	Wildfire Specialist – City Representative
Lynn Brantley	Captain – Dallas Fire Rescue	Hazardous Materials Specialist – City Representative
Theresa O'Donnell	Chief Resiliency Officer	Hazard and Plan Development – City Representative

Name	Title - Department	Plan Role
Sheneice Hughes	Operations Specialist – Dallas Love Field	Aircraft Incident Specialist – City Representative
Don Knight	City Attorney's Office	Legal Review – City Representative
Justin Snasel	Public Information Officer	Public Outreach Development and Implementation – City Representative
Michael Gaciri	Dallas County Homeland Security and Emergency Management	County Liaison – Public Representative
Melanie Devine	Senior Specialist, Emergency Preparedness – North Central Texas Council of Governments	Regional Liaison - Public Representative
Mitch Osburn	Plans Administrator, Mitigation Section – Texas Division of Emergency Management	State Liaison – Public Representative
Jack Young	Project Manager - Halff Associates	Public Representative
Jessica Baker	Vice President - Halff Associates	Public Representative
Janette Monear	President – Texas Trees Foundation	Public Representative
Matt Grubisich	Operations Director – Texas Trees Foundation	Public Representative
Deborah Lockhart	CERT Member	Public Representative
Jen Edwards	CERT Member	Public Representative
Dennis Allan	CERT Member	Public Representative
Yazmin Mendoza	CERT Member	Public Representative
Ray Feagins	CERT Member	Public Representative
John Ozmun	CERT Member	Public Representative

Various subject matter experts were consulted on an as-needed basis. Their effort is acknowledged in the section(s) where their input was implemented. Their assistance with this plan is greatly appreciated by the Mitigation Working Group.

The purpose of the Mitigation Working Group was to facilitate a collaborative planning process for all participating departments and the general public. Mitigation Working Group meetings occurred bimonthly. Below is a documentation of those meetings that occurred and the summary of their purpose:

Table 2 – Meeting Summaries

Date	Purpose
November 5, 2015	Kickoff meeting. Introductions of all working group members. Discussion about the purpose of mitigation.
January 20, 2016	HIRA Meeting. Discuss the Hazard Identification and Risk Assessment chapter of the plan.
March 16, 2016	Mitigation Strategy Meeting. Discussed potential mitigation strategies and activities that could be listed in the plan.

The purpose of these meetings was to provide overall guidance to the planning process, review the existing hazard mitigation planning materials, update risk assessment, and discuss mitigation strategies. This plan was developed as a city-wide hazard mitigation plan focusing on collaboration to implement mitigation strategies while maintaining accountability within each participating city to identify and track specific mitigation actions.

The Working Group performed the following tasks:

- Approved the plan development process, and established goals, and objectives
- Established a time line for completion of the plan
- Ensured that the plan meets the requirements of the Disaster Mitigation Act of 2000
- Coordinated the Solicitation and encouraged the participation of the public in the plan development process
- Assisted in the gathering information for inclusion in the plan
- Organized and coordinated the public involvement process
- Gathered all pertinent information to be included in the plan
- Assisted in the completion of a draft plan for review

The Mitigation Working Group reviewed and identified hazards on a citywide basis, conducted risk assessment of these hazards, researched and analyzed data from various sources, and provided comments on the Dallas LMAP based on the above mentioned activity. Edits and comments were made to the various sections as needed.

Data sources and existing documentation used for developing this plan update included:

Source	Data
City Appraisal Data 2012	Population, land use and demographics
North Central Texas Council of Governments	
United States Census Bureau	
Subject Matter Experts	Hazard occurrences
National Climatic Data Center (NCDC)	Hazard occurrences
Texas Forest Service/Texas Wildfire Risk Assessment Summary Report	Wildfire Threat and Urban Interface
National Inventory of Dams	Dam information

Source	Data
FEMA National Flood Insurance Program	National Flood Insurance Rate Maps
Texas Department of Public Safety – State of Texas Hazard Mitigation Plan	Hazard profiles and analysis
Dallas County Emergency Management Plan	Hazard profiles and analysis
Dam EAPs	Dam failure extent and impact
Trinity Watershed Needs Assessment	Hazard locations
Drought Contingency Plan Water Conservation Plan	Mitigation Strategies

These documents provided valuable guidance in the planning process. Some served to acquaint committee members with the many roles of emergency management. Planning guides helped to tie together the phases of mitigation planning for committee members from a broad range of backgrounds outside mitigation and emergency management.

State and federal response and homeland security documents were referenced to ensure Tarrant County's goals supported these plans and promoted compliance with requirements. The State of Texas Hazard Mitigation Plan (HMP) formed the basis for identifying and analyzing the natural hazards and technological hazards that could affect Tarrant County and participating jurisdictions.

Office of Emergency Management (OEM) served as the coordinator and lead department. OEM accomplished the following activities through the planning process:

- Assigned the Mitigation Specialist to coordinate and provide technical assistance and necessary data to the Planning Committee.
- Scheduled, coordinated, and facilitated community meetings with the assistance of the Mitigation Working Group
- Provided any necessary materials, handouts, etc. for public planning meetings
- Worked with the each city department to collect and analyze data and develop goals and implementation strategies.
- Prepared, based on community input and Mitigation Working Group direction, the first draft of the plan and provided technical writing assistance for review, editing and formatting.
- Coordinated with the stakeholders within the city during development.

Outside stakeholders were included in the Mitigation Working Group (MWG). These included both City Departments and members of the general public. Members of the general public are defined as individuals who exist outside the chain of command and do not have decision-making authority within The City of Dallas. Each member of the Mitigation Working Group participated in accomplishing similar activities associated with development of the plan as follows:

- Attended regular meetings of the MWG as coordinated by OEM
- Assisted in identifying hazards and estimating potential losses from future hazard events in City of Dallas

- Assisted in developing and prioritizing mitigation actions to address the identified risks within Dallas
- Identified the community resources available to support the planning effort

2.2 External Planning Process

Per FEMA requirements, input on this plan was sought from the general public and external stakeholders, including neighboring cities, the Dallas County Office of Homeland Security and Emergency Management, and the North Central Texas Council of Governments.

2.2.1 Public Outreach Campaign

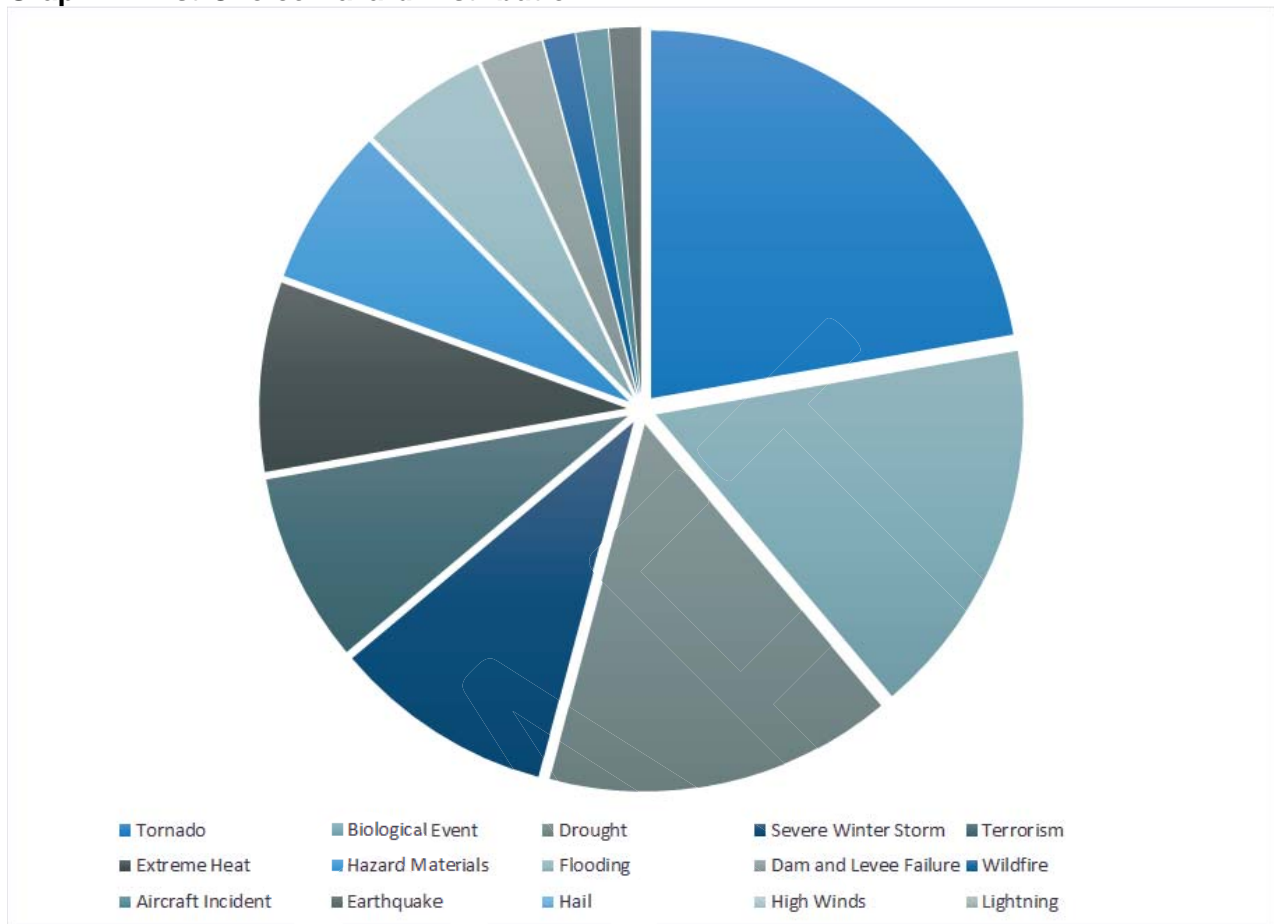
In conjunction with the internal plan development process, The Office of Emergency Management coordinated a campaign to seek public input on the LMAP. Public input was sought through social media and four public meetings. The social media component consisted of a public survey asking residents to pick three hazards that the city was most vulnerable to from a full list of the hazards profiled in this plan. Residents were also asked to explain their choices and to offer ideas for projects. The survey was hosted on the OEM website, with links distributed through a press release, an announcement on the City's website, Facebook, and Twitter. Flyers advertising the survey were also distributed at OEM events.

The results of that survey are listed below. The survey data was not significantly accurate enough to be incorporated into the HIRA or Mitigation Strategies. However, comments received have been incorporated into each hazard's section of the HIRA.

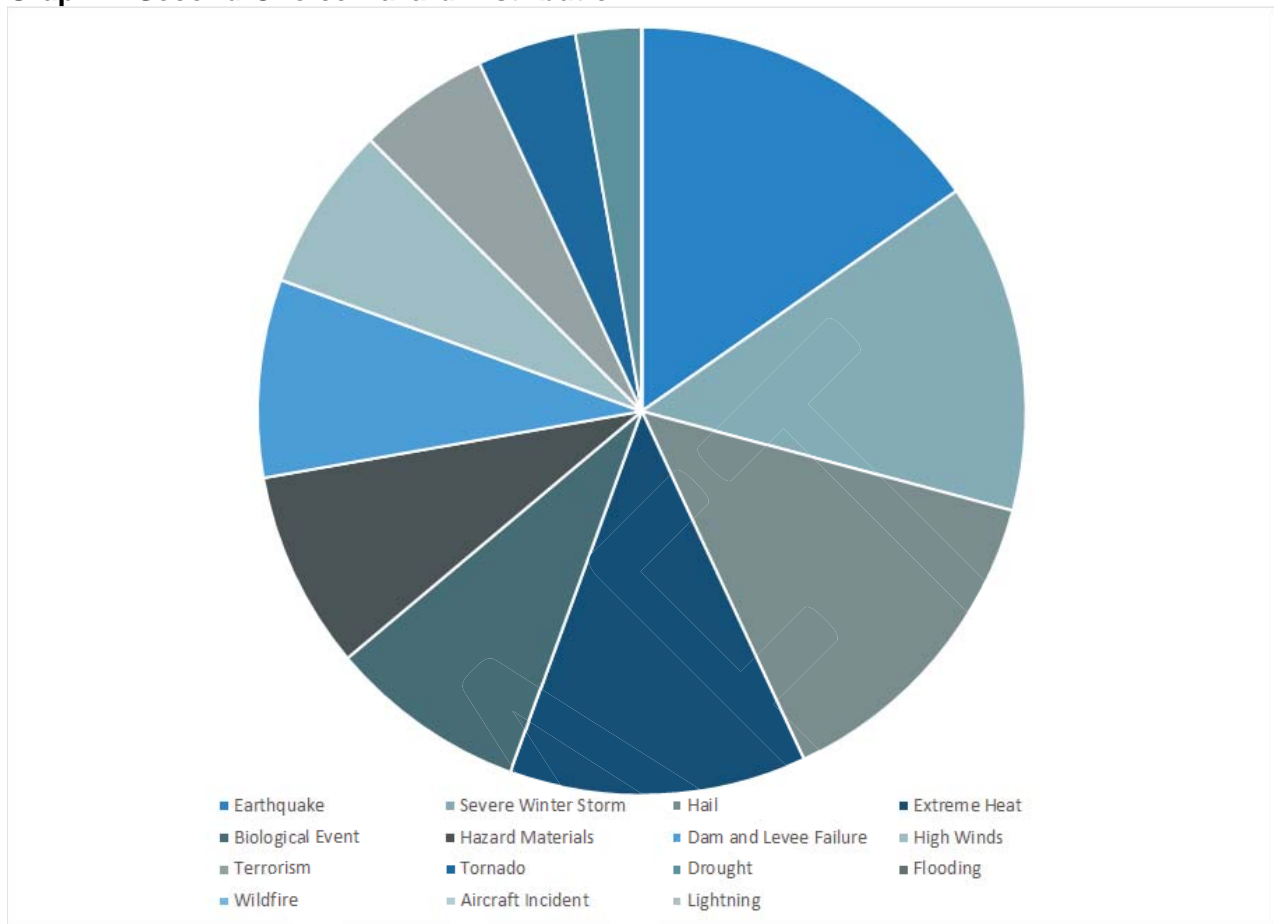
Table 3: Total Results of Public Survey

Hazard	Respondent Selection Order		
	First Choice	Second Choice	Third Choice
Aircraft Incident	1	1	3
Biological Event	12	6	6
Dam and Levee Failure	2	4	2
Drought	11	9	10
Earthquake	1	1	4
Extreme Heat	6	10	9
Flooding	4	9	6
Hail	0	1	0
Hazard Materials	5	7	6
High Winds	0	3	0
Lightning	0	0	0
Severe Winter Storm	7	7	11
Terrorism	6	7	10
Tornado	16	7	5
Wildfire	1	0	0

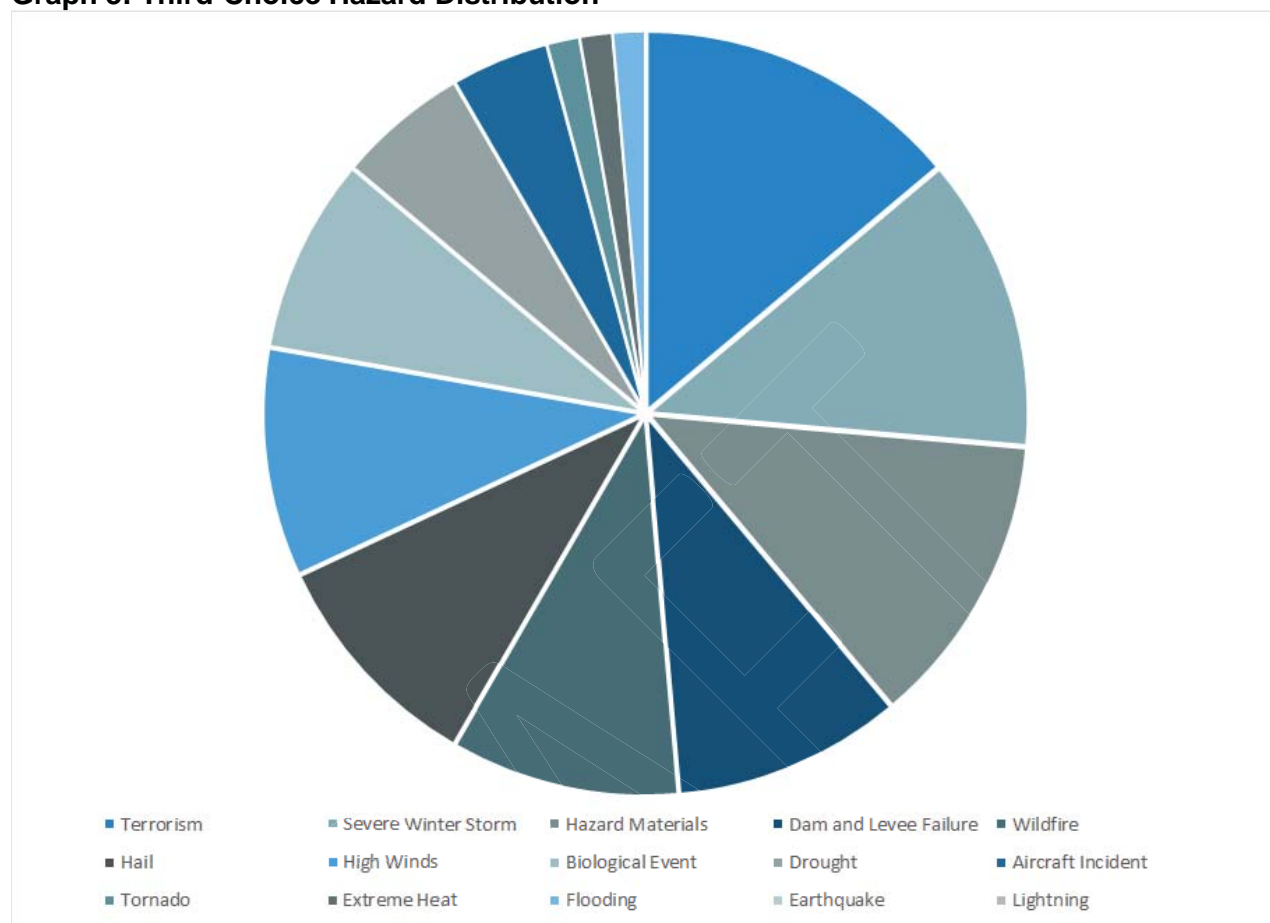
Graph 1: First-Choice Hazard Distribution



Graph 2: Second-Choice Hazard Distribution



Graph 3: Third-Choice Hazard Distribution



While quantitative data was not recoverable from the public survey, qualitative comments were compiled, summarized, and inserted into the respective section. Documentation of these efforts and results can be found in Appendix B.

In addition to the social media campaign, four public meetings were held to discuss the plan and seek input from residents. These meetings were publicized with fliers posted at the location of the meeting. The chart below documents the date of each public meeting, the location, and general feedback received. Specific feedback was summarized and inserted into the respective section.

Table 4: Public Forum Dates and Locations

Date	Location	Meeting Intent	Feedback Received
December 16, 2015	Lochwood Public Library	Obtain input on natural hazards and vulnerabilities	No significant feedback received
February 17, 2016	Pleasant Grove Public Library	Obtain input on possible mitigation activities	No significant feedback received
April 13, 2016	Hampton-Illinois Public Library	Obtain input on mitigation ideas	No significant feedback received.

Date	Location	Meeting Intent	Feedback Received
June 28, 2016	Oak Lawn Public Library	Obtain input on finalized plan	

Public notices for each meeting can be found in Appendix B.

2.2.2 External Stakeholder Input

In addition to the public outreach campaign, City of Dallas sought input on the LMAP from its neighboring jurisdictions, county emergency management office, and regional Council of Government. Table 5 lists the individuals contacted, method of contact, and input received. All input received was implemented into the plan.

Table 5: External Stakeholder Input

Organization	Name-Title	Method of Contact	Comments/Input Received
City of Grand Prairie	Chase Wheeler Emergency Management Coordinator	Email	
City of Mesquite	Cindy Carlo Emergency Management Coordinator	Email	
City of Rowlett	Ed Balderas Emergency Management Specialist	Email	
City of Garland	Savannah L. Martin Senior Emergency Management Specialist	Email	
City of Carrollton	Elliott Reep Emergency Management Coordinator	Email	
Dallas County	Michael Gaciri Emergency Management Specialist	Email	
North Central Texas Council of Governments	Melanie Devine Senior Emergency Preparedness Specialist	Email	

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Chapter 3

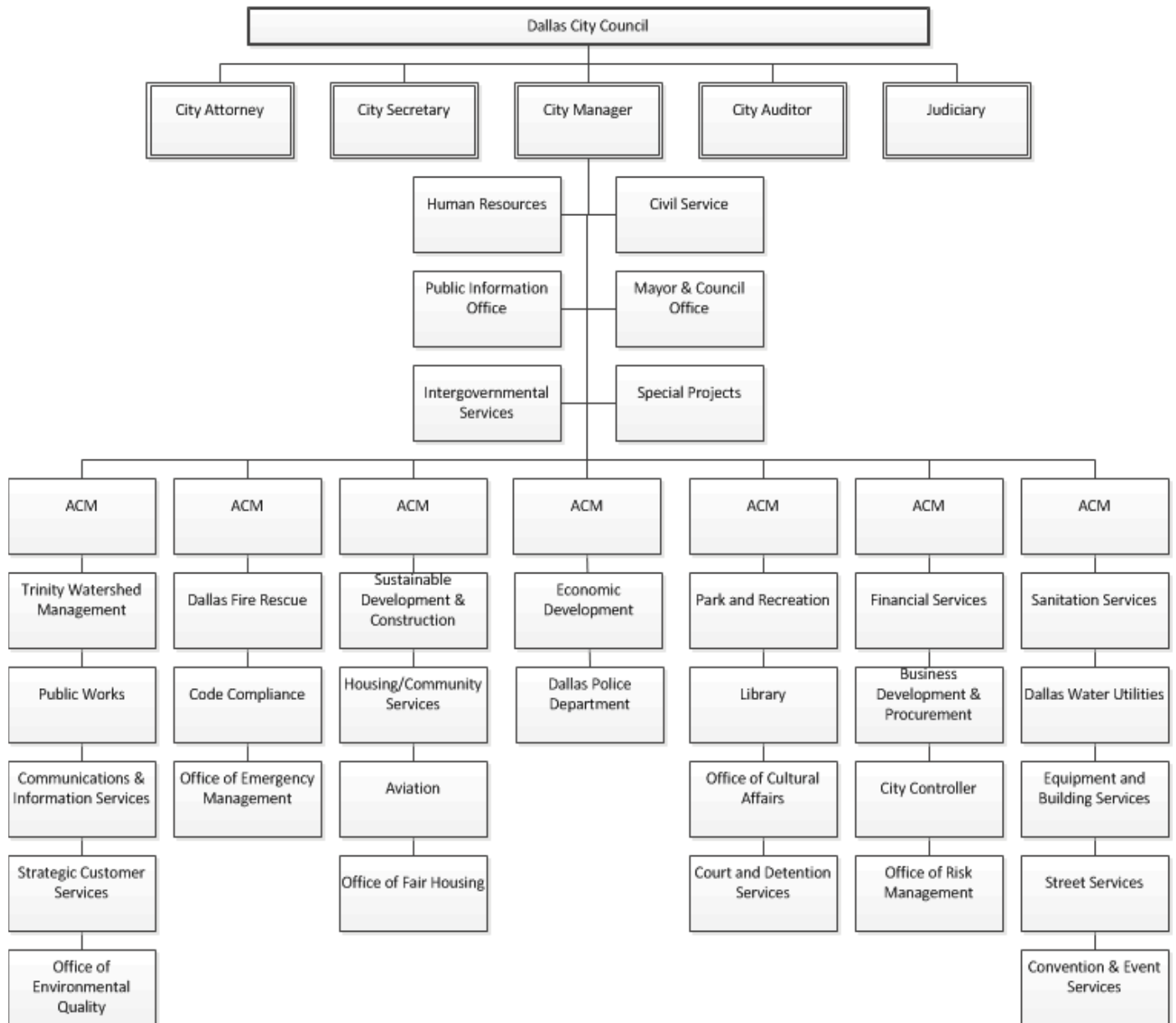
Capabilities Assessment

The City identified current capabilities and mechanisms available for implementing hazard mitigation strategies. This section presents a discussion of the roles of key departments, administrative and technical capacity, fiscal resources, and summaries of relevant planning mechanisms, codes, and ordinances.

3.1 Key Departments

The following is a summary of existing departments in Dallas and their responsibilities related to hazard mitigation planning and implementation, as well as existing planning documents and regulations related to mitigation efforts within the community. Specific resources reviewed include those involving technical personnel such as planners/engineers with knowledge of land development and land management practices, engineers trained in construction practices related to building and infrastructure, planners and engineers with an understanding of natural, floodplain managers, personnel with GIS skills and scientists familiar with hazards in the community. The organizational chart below presents the structure of the City's government.

City of Dallas Organizational Chart



3.2 Administrative and Technical Capacity

The administrative and technical capabilities of Dallas, as shown in Table 3 provides an identification of the staff, personnel, and department resources available to implement the actions identified in the mitigation section of the Plan.

Table 6 – Administrative and Technical Capabilities

Staff/Personnel Resources	Y/N	Department
Planner(s) or engineer(s) with knowledge of land management practices	Y	Sustainable Development, Trinity Watershed Management, Public Works
Engineer(s) or professional(s) trained in constructions practices related to buildings and/or infrastructure	Y	Public Works, Code Compliance, Equipment and Building Services, Street Services.
Planners or Engineer(s) with an understanding of natural hazards	Y	Trinity Watershed Management, Dallas Water Utilities, Public Works
NFIP Participation	Y	Trinity Watershed Management, Office of Emergency Management
Floodplain Manager	Y	Trinity Watershed Management
Surveyors	Y	Public Works
Staff with education and experience to assess the community's vulnerability to hazards	Y	Trinity Watershed Management, Public Works, Office of Emergency Management.
Personnel skilled in GIS	Y	Dallas Water Utilities
Scientists familiar with hazards of the community	Y	National Weather Service, SMU
Emergency Manager	Y	Office of Emergency Management

3.3 Legal and Regulatory Capabilities

The legal and regulatory capabilities of Dallas are shown in Table 4, which presents the existing ordinances and codes that affect the physical or built environment of Dallas. Examples of legal/or regulatory capabilities can include: building codes, zoning ordinances, subdivision ordinances, special purpose ordinances, growth management ordinances, site plan review, General Plans, capital improvement plans, economic development plans, and emergency response plans.

Table 7 – Legal and Regulatory Capabilities.

Regulatory Tools (ordinances, codes, plans)	Local Authority (Y/N)	Does State Prohibit? (Y/N)
Building Code	Y	N

Regulatory Tools (ordinances, codes, plans)	Local Authority (Y/N)	Does State Prohibit? (Y/N)
Zoning Ordinance	Y	N
Subdivision ordinance or regulations	Y	N
Grown management ordinances	Y	N
Site plan review requirements	Y	N
General Plan	Y	N
Capital improvements Plan	Y	N
Economic Development Plans	Y	N
Emergency Response Plan	Y	N

3.5 Ability to Expand Capabilities

Table 8, below, describes the governing body of City of Dallas and its ability to expand capabilities to enhance mitigation efforts.

Table 8 – Governing Body and Administration

Chief Administrative Officer	Governing Body	Ability to Expand Capabilities
City Manager	City Council, comprised of the Mayor and 13 councilpersons elected from their respective districts across the city.	The City Council and City Manager address the budget, policies, regulations and codes, hire staff, approve plans, and determine the direction of the city overall. Ability to implement and approve mitigation actions, expand existing mitigation actions, and integrate mitigation into existing policies and programs is a function of this group.

Chapter 4

Hazard Identification and Risk Assessment

4.1 Overview

The City of Dallas's Mitigation Working Group prepared a general assessment of the hazards that have potential to impact the city. The following sections provide an overview of past hazard events in the city and brief descriptions of the potential for future losses. The term planning area is used frequently in this section. This term refers to the geographic limits of the City of Dallas. The Risk Assessment section addresses the effects of hazards on the City of Dallas, its assets and residents.

The following natural and technological hazards were identified for the City of Dallas.

Table 9: Hazards Included in Risk and Vulnerability Assessment

Hazard	Hazard Type	Justification for Inclusion
Aircraft Crash*	Technical	Potential adverse impact
Biological Event/Pandemic*	Technical	Frequency, previous incidents, citywide hazard
Dam/Levee Failure	Technical	Potential adverse impacts
Drought	Natural	Frequency, previous incidents, citywide hazard
Earthquake	Natural	Potential adverse impacts
Extreme Heat	Natural	Frequency, previous incidents, citywide hazard
Flooding	Natural	Frequency, previous incidents, citywide hazard
Hail	Natural	Citywide hazard
Hazardous Materials (Fixed and Transport)*	Technical	Previous incidents, citywide hazards
High Winds	Natural	Frequency, previous incidents, citywide hazard
Lightning	Natural	Frequency, citywide hazard
Severe Winter Storms	Natural	Frequency, previous incidents, citywide hazard
Terrorism*	Technical	Potential adverse impact
Tornado	Natural	Frequency, previous incidents, citywide hazard
Wildfire	Natural	Potential adverse impacts

*- Hazard not identified by the State of Texas Hazard Mitigation Action Plan

Each of the hazards featured within this plan were agreed upon by the Mitigation Working Group.

The following hazards were not profiled due to geographic location, low occurrence, or low potential damage.

Table 10: Hazards Not Included in the Risk and Vulnerability Assessment

Hazard	Justification for Omission
Civil Disturbance	Low occurrence, low vulnerability
Coastal Erosion	Geographic proximity
Hurricane/Tropical Storms	Geographic proximity
Landslides	Low occurrence
Stream Bank Erosion	Low occurrence
Sinkholes	Low vulnerability

To ensure accurate analysis, the plan is analyzing hazard events from 07/01/2005 to 06/30/2015. Each hazard will be discussed individually in their respective section of this chapter.

4.2 HIRA Matrix

The City of Dallas defines its vulnerability to hazards based on the following variables

- Occurrence
 - The frequency by which a hazard event can be expected to occur within the city limits in a single year.
- Effect on Population
 - The impact that this hazard will have on the residents and visitors of the City of Dallas.
- Effect on Property
 - The impact that this hazard will have on improved property in the city of Dallas, including residential, commercial, industrial, and public facilities.
- Area of Extent
 - The size of the area that the average occurrence of the hazard will impact.

To present the most accurate picture of vulnerability, this data will be compiled from multiple sources, including the National Climatic Data Center, Dallas Fire Department call logs, Dallas Police Department call logs, discussions with subject matter experts, and reports from media and the general public as collected from public meetings and social media.

The HIRA Matrix was developed based on assigning a value to the vulnerability variables of each hazard.

Table 11: HIRA Matrix Criteria

Value	Occurrence	Effect on Population	Effect on Property	Area of Extent
1	Rare; Less than .5 anticipated events per year.	Negligible; No impact on population	Negligible; No damage to properties associated with this hazard	Concentrated; 10% or less of the city affected.
2	Minor; Between .51 and 1.5 anticipated events per year	Minor; 25 or fewer injuries, 1 or fewer fatalities per event	Minor; some damage to vulnerable properties	Minor; 25% or less of the city affected
3	Moderate; Between 1.51 and 2.5 anticipated events per year	Moderate; 50 or fewer injuries, 10 or fewer fatalities per event	Moderate; significant damage to vulnerable properties, minor damage to hardened facilities	Moderate; 50% or less of the city affected
4	Chronic; More than 2.50 anticipated events per year.	Major; greater than 50 injuries, greater than 10 fatalities per event	Major; catastrophic damage to vulnerable properties, moderate damage to hardened facilities	Pervasive; Greater than 50% of the city affected

Each value was then weighted based on their effect on the impact of as hazard event. The resulting formula is below:

$$(\text{Occurrence} \times .4) \times (\text{Population} \times .3) (\text{Property} \times .2) (\text{Extent} \times .1)$$

Based on the information above, the finalized City of Dallas HIRA Matrix is shown in Table 12.

Table 12 - City of Dallas HIRA Matrix

Hazard	Occurrence	Effect on Population	Effect on Property	Area of Extent	Vulnerability Value
Aircraft Incident	1	4	4	1	2.5
Biological Event	2	4	1	2	2.4
Dam and Levee Failure	1	3	3	1	2
Drought	2	1	1	4	1.7
Earthquake	4	1	1	1	2.2
Extreme Heat	4	2	1	4	2.8
Flooding	3	2	2	3	2.5
Hail	2	1	3	1	1.8
Hazardous Materials	3	1	1	1	1.8
High Winds	3	1	2	1	2
Lightning	1	1	1	1	1.0
Severe Winter Storm	1	1	3	4	1.9
Terrorism	1	4	4	1	2.5
Tornado	2	2	3	1	2.1
Wildfire	1	2	2	1	1.5

Based on each resulting vulnerability value, the hazards were ranked High/Moderate/Low. Hazards with a Vulnerability Value of 2.5 or greater rank as high hazards. Hazards with a Vulnerability Value between 2.0 and 2.49 rank as moderate hazards. Hazard with a Vulnerability Value of 1.99 or less rank as low hazards. The rank of each hazard can be found in Table 13.

Table 13 – Hazard Rankings

High Hazards	Extreme Heat
	Aircraft Incident
	Terrorism
	Flooding
Moderate Hazards	Biological Event
	Earthquake
	Tornado
	High Winds
	Dam and Levee Failure
Low Hazards	Severe Winter Storm
	Hazardous Materials
	Hail
	Drought
	Wildfire
	Lightning

This ranking has been agreed upon by the Mitigation Working Group and will be factored into action item prioritization.

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4.3 Individual Hazard Analyses

Each hazard profiled in this plan has an individual section where its description, extent, occurrence, and impact will be discussed in greater detail. Each hazard section starts with a table summarizing the information present in the section. An example, with descriptions of each cell, is below.

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	Number of instances of hazard occurrence during the plan analysis period.	Prediction of future occurrences based on the historical data and other variables that may affect hazard occurrence.
Effect on Population	Total number of injuries and deaths as a direct result of hazard occurrences.	Prediction of future injuries and deaths based on the historical data and other variables that may affect hazard occurrence.
Effect on Property	Total amount of property damage as a direct result of hazard occurrences.	Prediction of future effects on properties based on the historical data and other variables that may affect hazard occurrence.
Area of Extent	Average area of effect previously noted in historical records.	Prediction of future area of extent based on the historical data and other variables that may affect hazard occurrence.
Public Perception of Vulnerability	Summary of public input received about this hazard.	

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4.3.1 Aircraft Incident

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	There have been 8 Alert III incidents at Dallas Love Field.	The City of Dallas can anticipate .8 aircraft incidents per year.
Effect on Population	There have been no effects to population from Aircraft Incident.	Future aircraft incidents may have major impacts on the population.
Effect on Property	There have been no effects to property from Aircraft Incident.	Future aircraft accidents may have major impacts on property.
Area of Extent	Previous airline incidents have had a limited area of effect, centered on Dallas Love Field.	Based on previous events, this hazard is projected to have a limited area of extent, affecting less than 10% of the City.
Public Perception of Vulnerability	Public comments received about Aircraft Incident include concerns about flight paths and development adjacent to Love Field. Mitigation ideas received involved developing and exercising emergency plans.	

Vulnerability Narrative: City of Dallas is home to two airports, Dallas Love Field and Dallas Executive Airport, and one Vertiport on top of the Kay Bailey Hutcheson Convention Center. Property and residents in a 2-mile radius of each property would be most at risk of impact by a takeoff/landing-related incident, or a land-based incident. Maps of each of these areas are included in this section. In both scenarios, property and population would be affected by debris (falling from the sky or acting as projectiles) and potentially the shockwave from an explosion. Dallas Love Field is a mixed used airport that includes commercial and general aviation operations. Dallas Executive Airport is a general aviation airport. The Vertiport is vertical takeoff and landing facility.

In addition, there are also 1 police station, 5 fire stations, 9 hospitals, 3 DART stations, and 17 schools within a 2-mile radius of Love Field. These properties would be most vulnerable in an Aircraft Incident.

Hazard Description: All aviation operations are unique and varied in a number of ways, by size, complexity, operations, facilities, geography, and types of aircraft served. If an aircraft were to crash anywhere in City of Dallas the extent of the damage could be very severe, depending on location and size of the aircraft. The City of Dallas is located in both Arrival and Departure Tracks for Dallas Love Field and Dallas/ Fort Worth International Airport. The City of Dallas owns and operates two airports, Dallas Love Field and Dallas Executive Airport, and one Vertiport located near downtown Dallas. The greater exposure for potential loss of life and/ or property will be at Dallas Love Field.

Dallas Love Field (DAL) is a city-owned public airport 6 miles northwest of downtown Dallas, Texas. It was Dallas' airline airport until 1974 when Dallas/Fort Worth International Airport (DFW) opened. Dallas Love Field is served by Southwest Airlines, Delta Air Lines, and Virgin America. Southwest Airlines corporate headquarters is at Dallas Love Field, and as such, Dallas is a focus city for them. Seven full service fixed base operators (FBOs) provide general aviation service: fuel, maintenance, hangar rentals, and charters.

Location of Airport/Aircraft Crash Hazard: Any part of the city that is located in the departure or arrival tracts are at greatest risk from an aircraft crash. The City of Dallas is located within the Standard Instrument Departure and Instrument Departure routes for both Dallas Love Field and Dallas/ Fort Worth International Airport.

Extent/Previous Occurrences: Incidents are sorted into two classifications, Alert II and Alert III:

- ✓ Alert II – Major aircraft emergency (e.g. engine out, hydraulic failure, airborne bomb threat, etc.)
- ✓ Alert III – Aircraft crash or fire involving aircraft not in flight.

The table below documents the previous occurrences of aircraft incidents.

Table 14: Occurrences of the Airport/Aircraft Crash Hazard

Date of Occurrence	Alert Type	Incident	Impacts/Result
3/10/2006	Alert III	Jet Star with nose gear collapsed	Rwy 13R opened at 2254
2/24/2007	Alert III	AA aircraft blown from Rwy 31R to Twy A2	Aircraft towed to AA ramp and Alert III cancelled
2/8/2008	Alert III	Bonanza landed with gear up	Aircraft clear of Rwy 31R at 2154
10/2/2010	Alert III	Conquest with both main gear tires blew	Rwy 31R opened at 0551
12/21/2010	Alert III	Velocity with a collapsed main gears	Rwy opened at 1341
12/24/2010	Alert III	Baron landed with gear up on Rwy 13L	FAA com notified and Rwy opened at 0552
3/8/2011	Alert III	Navaho with blown nose tire	Rwy 13L opened at 1710

Date of Occurrence	Alert Type	Incident	Impacts/Result
4/9/2013	Alert III	Fire in cockpit of Cessna 172	Fire extinguished and aircraft taxied to Dalfort Fueling

Probability of Future Events: As stated in Table 14, there have been 8 aircraft incidents in the City of Dallas during the period of hazard analysis. This amounts to an average of .80 events per year. Probability of future occurrences is Rare. This is a value of 1 on the HIRA matrix for Aircraft Incident.

Future Population Impact: The criteria for analyzing injuries and deaths as a result of Aircraft Incident is that the injured party in question must have been on the ground at the time of the incident. Deaths and injuries that occur inside the aircraft are not subject to the mitigation efforts of The City of Dallas and are excluded. Based on that definition, future population impact from Aircraft Incident is Major. This is represented as a 4 on the HIRA Matrix for Aircraft Incident.

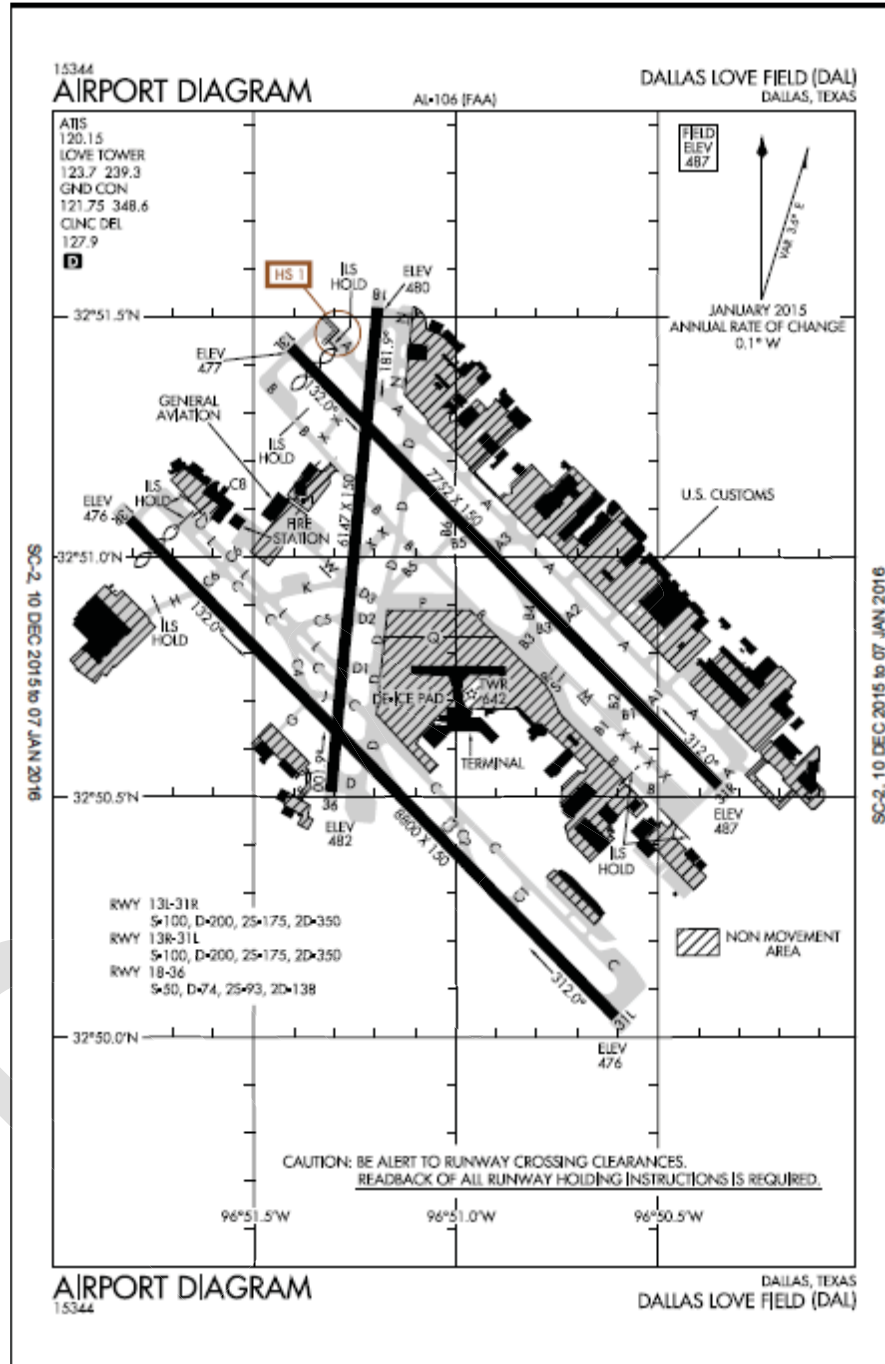
Probability of Future Property Impact: The criteria for analyzing property damage as a result of Aircraft Incident is that the damage in question must have been on the ground at the time of the incident. The resulting damage to the aircraft is excluded from any damage calculations. Based on that definition, there have been no impacts to property from Aircraft Incident. Based on this definition, future property impact from Aircraft Incident is Major. This is represented as a 4 on the HIRA Matrix for Aircraft Incident.

Probability of Future Area of Extent: Previous aircraft incidents have had a limited area of impact. Damage has been largely confined to Dallas Love Field and the immediate surrounding area. Based on this information, the Mitigation Working Group has elected to assign a value of "Concentrated" to area of extent. This is represented by a 1 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Aircraft Incident	1	4	4	1	2.5
	Rare	Major	Major	Concentrated	High

Map 1: Dallas Love Field Airport Diagram



Acknowledgements: This section was completed with assistance from various Department of Aviation personnel including, but not limited to: the Emergency Management Coordinator, the Airport Operations Manager, the Airport Security Manager, the Program Manager for Capital Development, among others.

Asset Documentation: The paragraphs below document the assets available to the City of Dallas to respond to this hazard.

Aircraft Rescue and Firefighting (ARFF): Aircraft rescue and firefighting (ARFF) , provided by Dallas Fire-Rescue, is a special category of firefighting that involves the response, hazard mitigation, evacuation and possible rescue of passengers and crew of an aircraft involved in an airport ground emergency. Due to the mass casualty potential of an aviation emergency, the speed with which emergency response equipment and personnel arrive at the scene of the emergency is of paramount importance. Their arrival and initial mission is to increase the survivability of the passengers and crew on board and to secure the aircraft against all hazards. ARFF personnel have advanced training in the application of firefighting foams, dry chemical and clean agents used to extinguish burning aviation fuel in and around an aircraft in order to maintain a path for evacuating passengers to exit the fire hazard area. Further, should fire either be encountered in the cabin or extend there from an external fire, the ARFF responders must work to control/extinguish these fires as well.

The Federal Aviation Administration (FAA) mandates ARFF operations at all U.S. airports that serve scheduled passenger air carriers. These are the only civilian fire protection services that are specifically regulated by any government entity. Airports required to have ARFF services are inspected annually by the FAA for compliance with FAR, Part 139 requirements.

Airport Index: An index is assigned to each FAA Part 139 certificate holder based on a combination of the air carrier aircraft length and the average number of daily departures. If the longest air carrier aircraft at the airport has five or more average daily departures, the matching index is used. If the longest aircraft has less than five average daily departures, the next lower index is used. That index determines the required number of ARFF vehicles and required amount of extinguishing agents.

Airport ARFF Index

Index	Aircraft Length	Vehicle	Extinguishing Agents
A	<90 ft.	1	Either 500 pounds of sodium-based dry chemical, halon 1211, or clean agent; or 450 pounds of potassium-based dry chemical and water with a commensurate quantity of AFFF to total 100 gallons for simultaneous dry chemical and AFFF application
B	90 ft. to <126 ft.	1	500 pounds of sodium-based dry chemical, halon 1211, or clean agent and 1,500 gallons of water and the commensurate quantity of AFFF for foam production
		2	One vehicle carrying the extinguishing agents as specified for Index A; and one vehicle carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 1,500 gallons.
C	126 ft. to <159 ft.	2	One vehicle carrying the extinguishing agents as specified for Index B; and one vehicle carrying water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 3,000 gallons

Index	Aircraft Length	Vehicle	Extinguishing Agents
		3	One vehicle carrying the extinguishing agents as specified for Index A; and two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 3,000 gallons
D	159 ft. to <200 ft.	3	One vehicle carrying the extinguishing agents as specified for Index A; and two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 4,000 gallons
E	200 ft. and Longer	3	One vehicle carrying the extinguishing agents as specified for Index A; and two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 6,000 gallons

Source: FAA, Code of Federal Regulations, Federal Aviation Regulations (FAR) 139.315

Aircraft Lengths

Aircraft Type	Overall Length	Passengers	Carrier	ARFF Index
Boeing 717 - 200	124 ft.	110	Delta Air Lines	B
Boeing 737 – 300	105 ft. 7 in	149	Southwest	B
Boeing 737 – 500	101 ft. 9 in	122	Southwest	B
Boeing 737 - 700	110 ft., 4 in	143	Southwest	B
Boeing 737 – 800	129 ft., 6 in	175	Southwest	C
Airbus 319 - 100	111 ft.	119	Virgin America	B
Airbus 320 - 200	123 ft, 3 in	146 or 149	Virgin America	B

Source: Airbus, Boeing

DFR ARFF Equipment

Designation	Manufacturer	Capabilities/Capacity	Location
Red 01	2011 Rosenbauer Panther	3,000 gals. Of water, 400 gallons 3% foam, 500 lbs. dry chemical, Stinger.	Dallas Love Field
Red 02	1999 Oshkosh TI 3000	3,000 gals. Water, 420 gallons 3% foam, 500 lbs. Halotron, Snozzle	Dallas Love Field

Designation	Manufacturer	Capabilities/Capacity	Location
Red 03	2001 Oshkosh TI 3000	3,000 gals. Water, 420 gallons 3% foam, 500 lbs. dry chemical , Snozzle	Dallas Love Field
Red 42 RESERVE UNIT	1999 Oshkosh TI 3000	3000 gals. Water, 420 gal. 3% foam, 500 lbs. dry chemical, Snozzle	Dallas Love Field
Red 49	1998 Oshkosh TI 3000	3,000 gals. Water, 420 gals. 3% foam, 500 lbs. dry chemical	Dallas Executive Airport

Source: Dallas Fire-Rescue

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4.3.2 Biological Event

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	Dallas has only experienced one pandemic event during the analysis period.	Based on increased population and tourism growths to the DFW Metroplex, a biological incident can be anticipated to occur at least once within the next ten years.
Effect on Population	Due to HIPPA regulations, no data regarding injuries or deaths in the City of Dallas are available for analysis.	Based on Dallas County Health and Human Services modeling, projected population impact is major. A pandemic flu event can expect to impact 15-35% of the population.
Effect on Property	Due to the nature of biological agents, there is no record of this hazard having an effect on property.	Due to the nature of biological agents, property will never be affected by this hazard.
Area of Extent	Biological event has previously affected only a minor area of the city, less than 25% of the entire city.	Based on previous events, this hazard is projected to have a minor area of extent on the City of Dallas, affecting more than 10% but less than 25%.
Public Perception of Vulnerability	Public comments received included suggestions to increase coordination at all levels of government and with the private sector and increased use of social media in emergencies.	

Vulnerability Narrative: The City of Dallas is an international hotspot for tourism and regularly hosts individuals from all over the world for extended amounts of time. These individuals can bring pathogens from their native countries that residents would not have immunity to. The most vulnerable individuals to biological agents would be those who live and work in areas with frequent interpersonal contact, those with compromised immune systems, the young, the elderly, and individuals who travel frequently. Because of the transient nature of visiting populations, it is impossible to accurately map any areas of increased vulnerability.

There are also 8 police stations, 57 fire stations, 23 hospitals, 52 DART Transit Hubs, and 206 schools at risk of impact from Biological Event.

Hazard Description: Biological hazards, also known as biohazards, refer to biological substances that pose a threat to the health of living organisms, primarily that of humans. This can include medical waste or samples of a microorganism, virus or toxin (from a biological source) that can impact human health. It can also include substances harmful to animals. This term and its associated symbol or generally used as a warning, so that those potentially exposed substances will know to take precautions.

For the purpose of this hazard profile, biological events refer to those events that are accidental or naturally occurring. Intentional transmission of infectious agents is included in the profile of terrorism.

Extent: The Center for Disease Control and Prevention (CDC) determines the severity of pandemics and communicable disease outbreaks based on a measurement system is known as the Pandemic Severity Index. The index focuses less on how likely a disease will spread worldwide—that is, become a pandemic—and more upon how severe the epidemic actually is. The main criterion used to measure pandemic severity will be case-fatality ratio (CFR), the percentage of deaths out of the total reported cases of the disease. Given that Dallas experiences a high number of visitors and tourists (who arrive by car and air) Dallas could expect to experience the entire range of an outbreaks severity.

Table 15: Centers for Disease Control and Prevention Pandemic Severity Index

Category	Case Fatality Ration	Examples
1	Less than 0.1 %	Seasonal flu
2	0.1% to 0.5%	Asian flu and Hong Kong Flu
3	0.5% to 1%	No examples provided
4	1% to 2%	No examples provided
5	2% or higher	Spanish Flu

Source: Center for Disease Control and Prevention

Previous Occurrences: The most common example of pandemic disease outbreak is the Spanish Flu outbreak in 1918. It infected 500 million people across the world, including remote Pacific islands and the Arctic, and killed 50 to 100 million of them—three to five percent of the world's population—making it one of the deadliest natural disasters in human history.

Most influenza outbreaks disproportionately kill juvenile, elderly, or already weakened patients; in contrast the 1918 pandemic predominantly killed previously healthy young adults. Modern research, using virus taken from the bodies of frozen victims, has concluded that the virus kills through a cytokine storm (overreaction of the body's immune system). The strong immune reactions of young adults ravaged the body, whereas the weaker immune systems of children and middle-aged adults resulted in fewer deaths among those groups

The global mortality rate from the 1918/1919 pandemic is not known, but an estimated 10% to 20% of those who were infected died. With about a third of the world population infected, this case-fatality ratio means 3% to 6% of the entire global population died. Influenza may have killed as many as 25 million people in its first 25 weeks. Older estimates say it killed 40–50 million people, while current estimates say 50–100 million people worldwide were killed.

Probability of Future Events: The occurrence of a biological event is largely impossible to predict, due to the unpredictable nature of humans and the speed at which a pathogen can spread and mutate. The Mitigation Working Group has elected to assign a value of Rare to Occurrence. This is represented by a 1 on the HIRA Matrix.

Future Population Impact: The future population impact from Biological Event is major. This is represented as a 4 on the HIRA Matrix. The following charts are based on pandemic influenza modeling by Dallas County Health and Human Services, given the assumption of an 8-week pandemic period. The numbers have been modified to reflect City of Dallas' demographics.

Population: Risk Distribution by Age

Ages	0-19 years	20-64 years	65+ years	Totals	% Total
Non-High Risk	343,682	735,318	77,230	1,156,231	85%
High Risk	23,499	123,698	51,487	198,684	15%
Totals	367,182	859,016	128,717	1,354,915	100%

Source: Dallas County Health and Human Services

Population Impacts - Distribution by Age

Ages		Gross Attack Rate		
		15%	25%	35%
Deaths				
0-19	Most Likely	6	10	14
	Minimum	3	5	8
	Maximum	80	132	191
20-64	Most Likely	269	448	627
	Minimum	39	64	90
	Maximum	505	841	1,177
65+	Most Likely	211	352	493
	Minimum	205	341	477
	Maximum	262	437	611
Total	Most Likely	486	809	1,134
	Minimum	247	411	575
	Maximum	846	1,410	1,979

Ages		Gross Attack Rate		
		15%	25%	35%
Hospitalizations				
0-19	Most Likely	103	172	240
	Minimum	51	84	118
	Maximum	432	719	1,007
20-64	Most Likely	1,588	2,647	3,705
	Minimum	294	489	686
	Maximum	1,734	2,889	4,044
65+	Most Likely	563	938	1,313
	Minimum	402	670	938
	Maximum	711	1,185	1,660
Total	Most Likely	2,254	3,756	5,258
	Minimum	747	1,244	1,742
	Maximum	2,877	4,794	6,711
Outpatient Visits				
0-19	Most Likely	32,575	54,291	76,008
	Minimum	27,214	45,357	63,499
	Maximum	37,936	63,227	88,517
20-64	Most Likely	66,280	110,467	154,654
	Minimum	47,589	79,316	111,042
	Maximum	101,166	168,610	236,055
65+	Most Likely	9,991	16,653	23,314
	Minimum	9,429	15,714	22,000
	Maximum	15,510	25,850	36,191
Total	Most Likely	108,846	181,411	253,976
	Minimum	84,232	140,387	196,541
	Maximum	154,612	257,687	360,763

Source: Dallas County Health and Human Services

Future Property Impact: Due to the nature of this hazard, no property has been previously impacted by Biological Event. Based on this, the estimated property impact for a future Biological Event is “Negligible”. This is represented as a 1 on the HIRA Matrix.

Future Area of Extent: As noted in the population tables, predicted extent is between 15% and 35% of the population. Based on this, the working group has chosen to assign a value of “Minor” for Biological Event area of extent. This is represented by a 2 on the HIRA Matrix.

Conclusion

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Biological Event	1	4	1	2	2.4
	Rare	Major	Negligible	Minor	Moderate Hazard

Acknowledgements: This section was completed with assistance from Emily Gore, Public Health Manager for Dallas County Health and Human Services.

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4.3.3 Dam and Levee Failure

This section contains information classified as sensitive by the City of Dallas Office of Emergency Management. Specific information directly related to dam and levee failure vulnerabilities is located in **Appendix C – Sensitive Information**, which is not available to the general public. To receive this appendix, contact the Office of Emergency Management.

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	Dam and Levee Failure has never occurred in the City of Dallas.	REDACTED
Effect on Population	Dam and Levee Failure has caused 0 injuries or deaths in the City of Dallas.	REDACTED
Effect on Property	Dam and Levee Failure has caused \$0 in property damage in the City of Dallas.	REDACTED
Area of Extent	Dam and Levee Failure has had no area of extent in the City of Dallas.	REDACTED
Public Perception of Vulnerability	Public feedback received argued against the proposed “Trinity Toll Road” that would be built inside the boundaries of the Trinity River Federal Levee System.	

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4.3.4 Drought

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	Based on the City's definition of drought, there have been 2 drought events within the analysis period.	Based on City predications and current climatological modeling, at least one drought event is anticipated within the next five years.
Effect on Population	Based on local records, there have been no deaths or injuries in the City of Dallas directly caused by drought.	Based on previous occurrences, future injuries or deaths resulting from Drought are not anticipated.
Effect on Property	There is no record of drought having an effect on property within the City of Dallas.	Based on previous occurrences, future injuries or deaths resulting from Drought are not anticipated.
Area of Extent	Previous occurrences of drought have impacted the entire City of Dallas.	Based on previous occurrences and current climatological conditions, drought is anticipated to have a major area of extent, impacting over 50% of the City of Dallas.
Public Perception of Vulnerability	Public comments included ideas on water conservation at city facilities and increasing sources of water for city use.	

Vulnerability Narrative: All areas of the City of Dallas are equally at risk for impact by drought. While there is no data to currently suggest an effect on any population, drought often coincides with Extreme Heat events, which impact elderly, low-income, and transient populations. The hazard does not have an effect on structures or properties.

There are also 8 police stations, 57 fire stations, 23 hospitals, 52 DART Transit Hubs, and 206 schools at risk of impact from Drought.

Hazard Description: Drought can be defined as a water shortage caused by the natural reduction in the amount of precipitation expected over an extended period of time, usually a season or more in length. It can be aggravated by other factors such as high temperatures, high winds, and low relative humidity.

Drought is a normal part of virtually all climatic regions, including areas with high and low average rainfall. Drought is the consequence of anticipated natural precipitation over an extended period of time, usually a season or more in length. Drought is one of the most complex of all natural hazards, as it is difficult to determine a precise beginning or end. In addition, drought can lead to or be exacerbated by our hazards, such as extreme winds or wildfires.

Droughts are classified as meteorological, hydrologic, agricultural and socioeconomic. Each of these classifications can be defined as follows:

- ✓ **Meteorological drought** is defined by a period of sustainability diminished precipitation duration and/or intensity. The commonly used definition of meteorological drought is an interval of time, generally on the order of months or years, during which the actual moisture supply at a given place consistently falls below the climatically appropriate moisture supply.
- ✓ **Agricultural drought** occurs when there is inadequate soil moisture to meet the needs of a particular crop at a particular time. Agricultural drought usually occurs after or during meteorological drought, but before hydrological drought and can affect livestock and other dry land agricultural operations.
- ✓ **Hydrological drought** refers to the deficiencies in surface and subsurface water supplies. It is measured as stream flow, snow pack, and as lake, reservoir, and groundwater levels. There is usually a delay between lack of rain or snow and less measurable water in streams, lakes, and reservoirs. Therefore, hydrological measurement tends to lag behind other drought indicators.
- ✓ **Socio-economic drought** occurs when physical water shortages start to affect the health, well-being, and quality of life of the people, or when the drought starts to affect the supply and demand of an economic product.

For the purposes of this plan, the City of Dallas defines a drought as a period of time in which the City of Dallas Drought Contingency Plan is activated. Traditionally this plan is activated when at least one reservoir's capacity is below 65%. However, the Drought Contingency Plan can be activated for any reason.

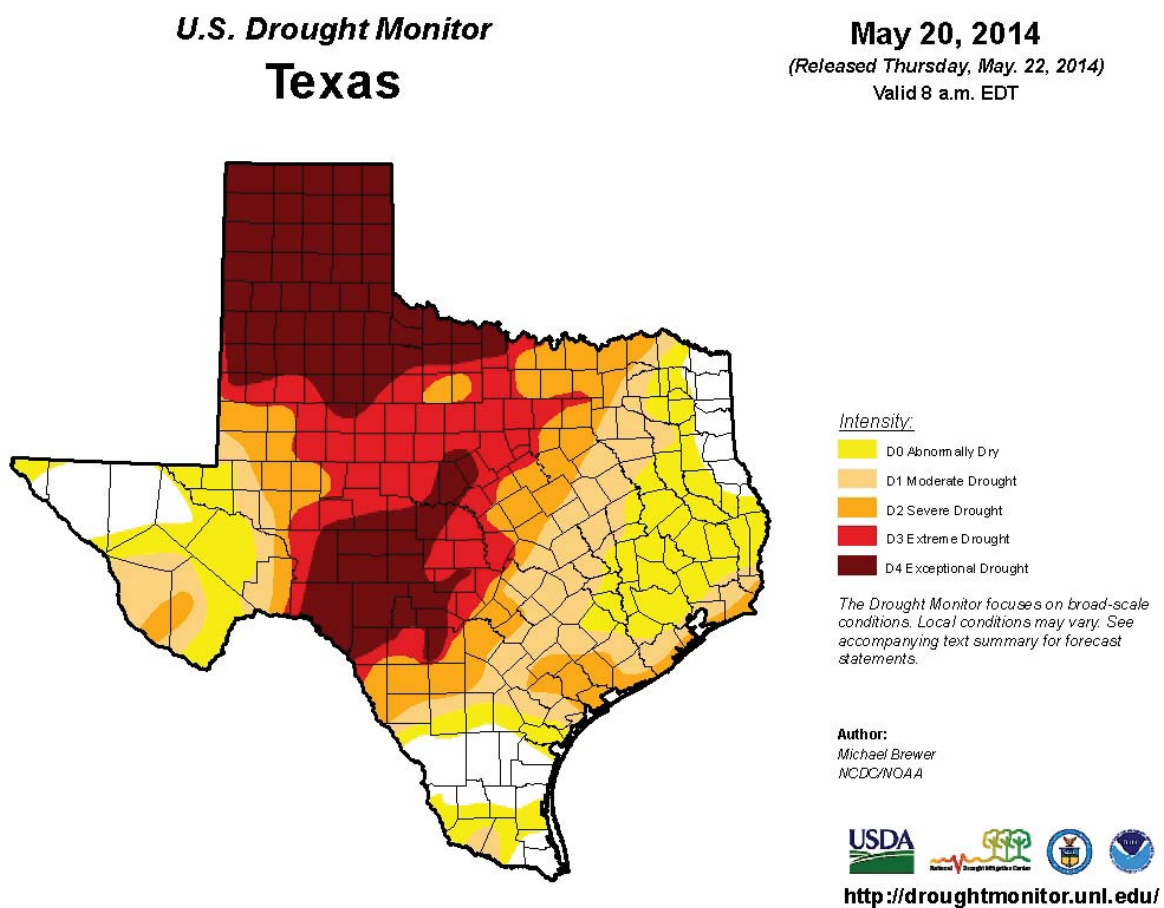
Location and Extent of Hazard: Droughts can affect areas as small as a few counties to entire regions of the country. Droughts are not defined by a specific geographic boundary or location. The entire planning area is subject to the drought hazard. The City could also be severely impacted by droughts on the mainland, as all of their potable water originates from mainland sources.

Drought extent is best tracked through the U.S. Drought Monitor (USDM). The USDM, established in 1999, is a weekly map of drought conditions that is produced jointly by the National Oceanic and Atmospheric Administration, the U.S. Department of Agriculture, and the National Drought Mitigation Center (NDMC) at the University of Nebraska-Lincoln. The U.S. Drought Monitor website is hosted and maintained by the NDMC.

Drought intensity categories are based on five key indicators, numerous supplementary indicators including drought impacts, and local reports from more than 350 expert observers around the country. The accompanying drought severity classification table shows the ranges

for each indicator for each dryness level. Because the ranges of the various indicators often don't coincide, the final drought category tends to be based on what the majority of the indicators show and on local observations. The analysts producing the map also weigh the indices according to how well they perform in various parts of the country and at different times of the year. Additional indicators are often needed in the West, where winter snowfall in the mountains has a strong bearing on water supplies. It is this combination of the best available data, local observations and experts' best judgment that makes the U.S. Drought Monitor more versatile than other drought indicators.

The Drought Monitor summary map identifies general drought areas, labelling droughts by intensity, with D1 being the least intense and D4 being the most intense. D0, drought watch areas, are either drying out and possibly heading for drought, or are recovering from drought but not yet back to normal, suffering long-term impacts such as low reservoir levels.



Source: National Weather Service

Below is the extent of drought on the City of Dallas.

Hazard Type	Extent (based on historical events)		Comments
	Minimum	Maximum	
Drought	D0	D4	<p>The following narrative is from a drought event dated 11/01/2006:</p> <p>Drought conditions continued across North Texas. Although occasional rainfall helped some areas of North Texas improve by the end of October, many areas missed out on the beneficial rains. The U.S. Drought Monitor included more of the North Texas in the Extreme Drought (D3) category by the end of November than in the previous month, but did eliminate the Exceptional Drought (D4) area from North Texas. Areas which did receive rainfall experienced reduced fire danger. Hydrologic deficits remained extremely high, with almost every lake well below conservation levels. The worst included Lake Bridgeport at over seventeen feet below normal, and Lake Grapevine at twelve feet below normal. Stage 1 water restrictions remained in effect in most Metroplex counties. The Drought Impact Reporter reported that hay prices in Texas were approximately twice what they were before the drought began this month. Crops continued to suffer, with the cotton production this year about half of last year's crop.</p> <p>This event caused no deaths, injuries, or property damage.</p>

Source: National Climatic Data Center (NCDC) Storm Event Database

The chart below from the National Oceanic and Atmospheric Administration depicts a typical seasonal drought outlook:

Previous Occurrences: Table 16 depicts historical occurrence of drought in the City of Dallas. According to Dallas Water Utilities, there have been two periods of drought within the city. The magnitude levels of these drought occurrences have not been provided.

Table 16: Drought Occurrences in the City of Dallas (7/1/2005 – 6/30/2015)

Dates	Total Time Period	Recorded Injuries	Recorded Deaths	Recorded Property Damage	Notes
10/10/2006 – 10/05/2007	360 Days	0	0	0	
12/12/2011 – 04/23/2012	135 Days	0	0	0	
Totals	495 Days	0	0	0	

Probability of Future Events: Drought conditions do occur in Dallas. According to the city data in Table 16, there have been 495 days of drought in the City of Dallas. Within the 10-year analysis period, there have been 3,652 days. This is an average of 47 days of drought per year, a rate of .13/year. Based on this amount, the Mitigation Working Group has elected to define future Drought occurrence as Minor. This is a value of 2 on the HIRA Matrix.

Future Property Impact: Damages to property may be contained to vegetation losses. The lack of water and restrictions to watering may cause grass or other vegetation to dry. Facilities may experience foundation shifts due to the dry soil underneath causing doors not to close and cracks in walls. The drying and cracking soil could damage water pumps and cause underground water pipes to burst. Decreasing water levels in lakes could increase the need for additional weed control. Drought can cause cracks in roads increasing the chances for pot holes.

There have been no reports of property damage. Based on this information the Mitigation Working Group has elected to define future Drought property impact as Negligible. This is a value of 1 on the HIRA Matrix.

Future Population Impact: As drought conditions are normally widespread across a significant geographic area, the entire City of Dallas would be affected by drought. The population would be vulnerable to the effects of drought, reduction of available water, wildfires, and structure fires. Impacts of drought to the public may include an increase in anxiety about economic losses cause by the drought and the reduction of recreational activities.

There have been no deaths or injuries directly caused by drought, based on the data in Table 16. Based on this information, the Mitigation Working Group has elected to define future Drought population impact as Negligible. This is a value of 1 on the HIRA Matrix.

Future Area of Extent: Drought affects the entire planning area equally. Based on the nature of this hazard, the Mitigation Working Group has elected to define future Drought area of extent as Pervasive. This is a value of 4 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Drought	2	1	1	4	2
	Minor	Negligible	Negligible	Pervasive	Low Hazard

4.3.5 Earthquake

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	There have been 67 earthquake events in the vicinity of The City of Dallas.	Based on previous occurrences and current modeling by Southern Methodist University, an earthquake is expected to occur at least once annually.
Effect on Population	Earthquakes have caused no deaths or injuries within the City of Dallas.	The City of Dallas can anticipate no deaths or injuries from a future earthquake event.
Effect on Property	No damage to property from earthquakes has been reported within the City of Dallas.	The City of Dallas can anticipate minimal to no property damage from a future earthquake event.
Area of Extent	Previous earthquakes have had limited areas of extent, impacting less than 10% of the City.	The City of Dallas can anticipate a limited area of extent for future earthquakes, impacting less than 10% of the City.
Public Perception of Vulnerability	Public comments received discussed mitigation of foundations and building construction materials.	

Vulnerability Narrative: Earthquakes affecting the City of Dallas have been limited to the northwestern quadrant of the city. Property and populations in that area of the city would be the most vulnerable to an earthquake event.

There are also 1 police station, 5 fire stations, 9 hospitals, 3 DART stations, and 17 schools in the northwest quadrant of Dallas. These critical facilities would be most at risk for Earthquake damage.




Hazard Description: An earthquake is the perceptible shaking of the surface of the Earth, which can be violent enough to destroy major buildings and kill thousands of people. The severity of the shaking can range from barely felt to violent enough to toss people around. Earthquakes have destroyed whole cities. They result from the sudden release of energy in the Earth's crust that creates seismic waves. The seismicity, seismism or seismic activity of an area refers to the frequency, type and size of earthquakes experienced over a period of time.

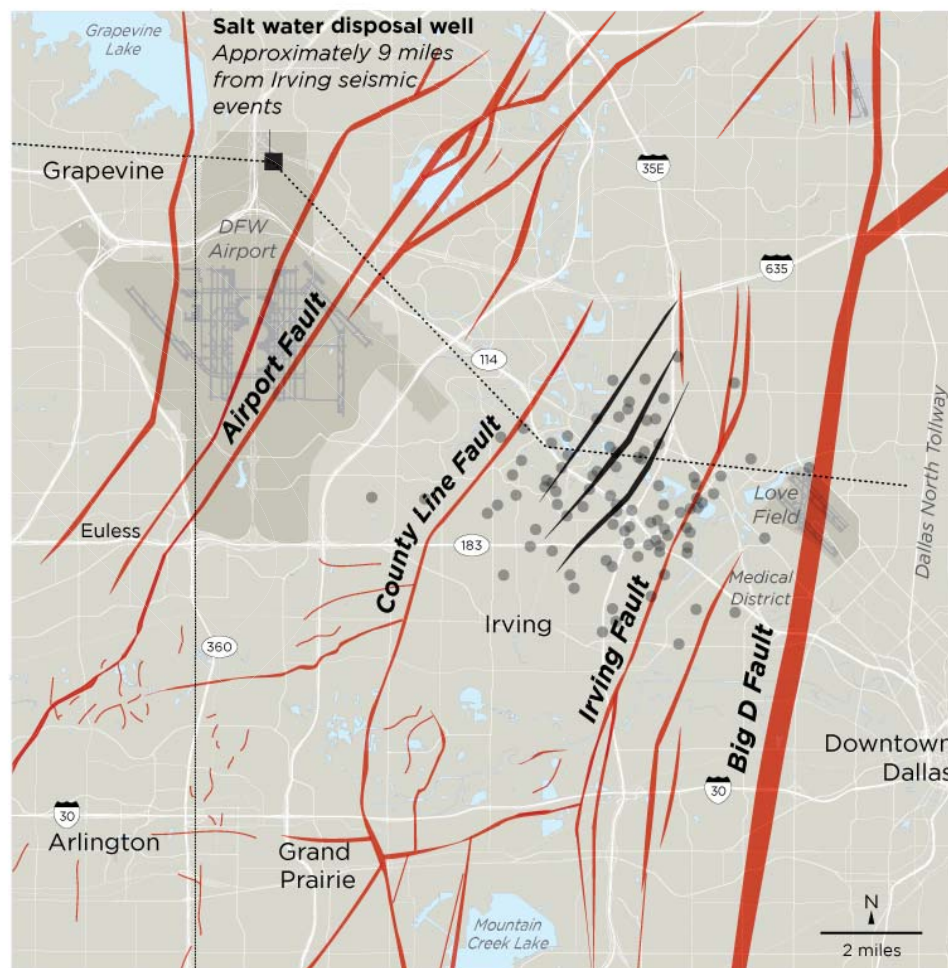
Location of Hazard: Earthquake epicenters are concentrated in the northwestern corner of the City. To illustrate earthquake location, Map 2 below shows the location of fault lines in relation to the City of Dallas and the epicenter of several earthquakes.

Map 2: Fault Lines and Earthquake Epicenters near Dallas

The faults in our midst

A subsidiary of ExxonMobil presented this detailed fault map at a hearing before the Railroad Commission of Texas. Scientists say they're not surprised our area has large faults but need more information to determine if they pose a hazard.

-  Normal faults
-  Faults that have strike-slip motion
-  Estimated earthquake epicenters since 2014



Source: ExxonMobil, Texas Railroad Commission, Dallas Morning News

Extent of Hazard: Earthquakes are measured using observations from seismometers. The moment magnitude is the most common scale on which earthquakes larger than approximately 5 are reported for the entire globe. The more numerous earthquakes smaller than magnitude 5 reported by national seismological observatories are measured mostly on the local magnitude scale, also referred to as the Richter magnitude scale (Table 17). These two scales are numerically similar over their range of validity. Magnitude 3 or lower earthquakes are mostly almost imperceptible or weak and magnitude 7 and over potentially cause serious damage over larger areas, depending on their depth. The largest earthquakes in historic times have been of magnitude slightly over 9, although there is no limit to the possible magnitude. The most recent large earthquake of magnitude 9.0 or larger was a 9.0 magnitude earthquake in Japan in 2011 (as of March 2014), and it was the largest Japanese earthquake since records began. Intensity of shaking is measured on the modified Mercalli scale. The shallower an earthquake, the more damage to structures it causes, all else being equal.

Table 17 – Richter Magnitude Scale

Magnitude	Description	Mercalli intensity	Average earthquake effects	Average frequency of occurrence (estimated)
Less than 2.0	Micro	I	Microearthquakes, not felt, or felt rarely by sensitive people. Recorded by seismographs.	Continual/several million per year
2.0–2.9	Minor	I to II	Felt slightly by some people. No damage to buildings.	Over one million per year
3.0–3.9		II to IV	Often felt by people, but very rarely causes damage. Shaking of indoor objects can be noticeable.	10,000 to 15,000 per year
4.0–4.9	Light	IV to VI	Noticeable shaking of indoor objects and rattling noises. Felt by most people in the affected area. Slightly felt outside. Generally causes none to minimal damage. Moderate to significant damage very unlikely. Some objects may fall off shelves or be knocked over.	1,000 to 1,500 per year
5.0–5.9	Moderate	VI to VIII	Can cause damage of varying severity to poorly constructed buildings. At most, none to slight damage to all other buildings. Felt by everyone.	100 to 150 per year
6.0–6.9	Strong	VII to X	Damage to a moderate number of well-built structures in populated areas. Earthquake-resistant structures survive with slight to moderate damage. Poorly designed structures receive moderate to severe damage. Felt in wider areas; up to hundreds of miles/kilometers from the epicenter. Strong to violent shaking in epicentral area.	10 to 20 per year
7.0–7.9	Major	VIII or greater	Causes damage to most buildings, some to partially or completely	10 to 20 per year

Magnitude	Description	Mercalli intensity	Average earthquake effects	Average frequency of occurrence (estimated)
			collapse or receive severe damage. Well-designed structures are likely to receive damage. Felt across great distances with major damage mostly limited to 250 km from epicenter.	
8.0–8.9	Great		Major damage to buildings, structures likely to be destroyed. Will cause moderate to heavy damage to sturdy or earthquake-resistant buildings. Damaging in large areas. Felt in extremely large regions.	One per year
9.0 and greater			Near or at total destruction - severe damage or collapse to all buildings. Heavy damage and shaking extends to distant locations. Permanent changes in ground topography.	One per 10 to 50 years

Source: U.S. Geological Survey

Below is a chart detailing the extent of earthquakes in the City of Dallas.

Hazard Type	Extent (based on historical events)		Comments
	Minimum	Maximum	
Earthquake	1.6	3.6	A magnitude 2.4 earthquake struck Irving, Texas on April 17, 2014. Irving borders Dallas to the Northwest. No injuries, deaths, or property damage were recorded from this event. It can be assumed that future earthquakes will be similar in nature.

Previous Occurrences: 67 earthquakes have occurred either within the City of Dallas or in jurisdictions that directly border the City to the northwest. These earthquakes still have the potential to affect the City of Dallas, primarily through property damage. Table 18, below, describes each of those events. No damage, injuries, or deaths were recorded during any earthquake event.

Table 18 – Earthquake Events (7/1/2005 – 6/30/2015)

Date	Epicenter	Depth (km)	Magnitude
11/1/2008	Northern Texas*	5	2.7
8/1/2011	Northern Texas*	5	2.2
1/6/2012	Northern Texas*	5	2.1

Date	Epicenter	Depth (km)	Magnitude
9/30/2012	Northern Texas*	5	3.1
10/1/2012	Northern Texas*	5	2.3
4/17/2014	Irving, Texas	5	2.4
7/20/2014	University Park, Texas	3.23	2.2
9/11/2014	Irving, Texas	5	2.8
10/28/2014	Irving, Texas	5	2.4
11/10/2014	Irving, Texas	5	2.3
11/15/2014	Irving, Texas	5	2.6
11/23/2014	Irving, Texas	3.96	3.3
11/23/2014	Irving, Texas	8.01	2.5
11/24/2014	Irving, Texas	5	2.4
11/25/2014	Irving, Texas	5	2.2
11/25/2014	Irving, Texas	2.58	2.7
12/2/2014	Irving, Texas	5	2.7
12/10/2014	Irving, Texas	5	2.0
12/12/2014	Irving, Texas	3.02	2.7
12/15/2014	Irving, Texas	4.16	2.7
12/17/2014	Irving, Texas	5	2.6
12/19/2014	Irving, Texas	8.13	2.4
12/20/2014	Irving, Texas	3.18	2.4
12/30/2014	Irving, Texas	3.09	2.7
1/2/2015	Irving, Texas	2.25	2.4
1/6/2015	Irving, Texas	5	2.3
1/6/2015	Irving, Texas	5.93	3.5
1/7/2015	Irving, Texas	5	3.6
1/7/2015	Irving, Texas	8.24	2.9
1/7/2015	Irving, Texas	5	2.7
1/7/2015	Irving, Texas	5	1.7
1/7/2015	Irving, Texas	5	2.4
1/7/2015	Irving, Texas	5	1.6
1/7/2015	Irving, Texas	5	3.1
1/7/2015	Irving, Texas	4.27	2.3
1/7/2015	Irving, Texas	5	2.7

Date	Epicenter	Depth (km)	Magnitude
1/7/2015	Irving, Texas	7.24	2.7
1/8/2015	Irving, Texas	5	2.1
1/8/2015	Irving, Texas	5	2.3
1/9/2015	Irving, Texas	5.03	2.4
1/12/2015	Irving, Texas	5	2.4
1/14/2015	Irving, Texas	5	1.9
1/18/2015	Irving, Texas	5	2.2
1/20/2015	Irving, Texas	9.83	2.3
1/20/2015	Irving, Texas	8.77	2.6
1/20/2015	Irving, Texas	9.04	3.0
1/20/2015	Irving, Texas	10.4	2.4
1/20/2015	Irving, Texas	8.32	2.5
1/23/2015	Farmers Branch, Texas	8.74	2.2
2/27/2015	Irving, Texas	7.93	3.1
3/8/2015	Irving, Texas	5	2.2
3/12/2015	Farmers Branch, Texas	8.17	2.4
3/12/2015	Farmers Branch, Texas	5	2.0
3/14/2015	Irving, Texas	5	2.7
4/2/2015	Irving, Texas	5	2.7
4/2/2015	Irving, Texas	7.67	3.3
4/3/2015	Irving, Texas	5	2.5
4/3/2015	Irving, Texas	5.74	2.3
4/3/2015	Farmers Branch, Texas	5	2.2
5/3/2015	Irving, Texas	5	3.2
5/3/2015	Irving, Texas	5	2.5
5/4/2015	University Park, Texas	5	2.1
5/4/2015	University Park, Texas	5	2.7
5/9/2015	Irving, Texas	5	2.7
5/18/2015	Irving, Texas	5	3.3
6/13/2015	Farmers Branch, Texas	5	2.3

Source: USGS

* - Location not specified by data source.

Probability of Future Events: According to USGS, there have been 67 earthquakes impacting the City of Dallas during the period of hazard analysis. This is an average of 6.7 events per

year. Based on this information, the Mitigation Working Group has elected to assign a value of “Chronic” to Occurrence. This is a value of 4 on the HIRA Matrix.

Future Property Impact: The most obvious effects would be damage to foundations and walls. Minor earthquakes can damage floor tiles and may shift foundations. The magnitude currently experienced in the City of Dallas has not caused significant damages to Property, Facilities, and Infrastructure. Based on the lack of damage from earthquakes, the Mitigation Working Group has elected to assign a value of Negligible, no damage to properties associated with this hazard. This is a value of 1 on the HIRA Matrix.

Future Population Impact: Earthquakes have only been recently recorded in Dallas County, to date there have been no injuries or fatalities or major damage recorded. The magnitudes experienced in the City of Dallas are considered minor only felt by humans and do not cause damage. Additionally there is currently not a significant amount of data for earthquakes in the City of Dallas and will need to be researched and studied. No data to support the change of building codes and engineering standards for high magnitude levels can affect buildings, transportation routes, and pipelines. Based on the lack of injuries and deaths from earthquake, the Mitigation Working Group has elected to assign a value of Negligible, no impact on population. This is a value of 1 on the HIRA matrix.

Future Area of Extent: Based on previous events, earthquake events in the City of Dallas would have a limited area of extent. While shaking can be felt throughout the city, any damage would be confined to an area not to exceed one-tenth of one mile of the epicenter. Based on the minimal area of extent from earthquake, the Mitigation Working Group has elected to assign a value of Concentrated, 10% or less of the city affected. This is a value of 1 on the HIRA matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Earthquake	4	1	1	1	2.2
	Chronic	Negligible	Negligible	Concentrated	Moderate Hazard

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4.3.6 Extreme Heat

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	Per the National Climatic Data Center, there have been 43 extreme heat events affecting the City of Dallas during the hazard analysis period.	Based on previous occurrences and current climatological conditions, extreme heat is expected to occur at least once in the next year.
Effect on Population	Per the National Climatic Data Center, there have been 130 injuries and 6 deaths directly caused by Extreme Heat events during the hazard analysis period.	Based on previous occurrences, the next Extreme Heat event can be expected to cause 16 injuries and less than 1 death.
Effect on Property	Per the National Climatic Data Center, there have been no property impacts from Extreme Heat during the hazard analysis period.	Based on previous occurrences, no property impacts are anticipated from Extreme Heat events.
Area of Extent	Previous Extreme Heat events have affected the entire planning equally.	Extreme Heat has a pervasive area of extent, affecting 100% of the planning area equally.
Public Perception of Vulnerability	Public comments received included distributing information about electricity conservations, partnering with ERCOT, and incentivizing working from home.	

Vulnerability Narrative: The City of Dallas has a hot and humid climate. Summers are hot, with temperatures approaching those of desert and semi-desert locations of similar latitude. Heat waves can be severe to vulnerable populations, including the elderly, transients, and those in homes without adequate cooling capabilities.

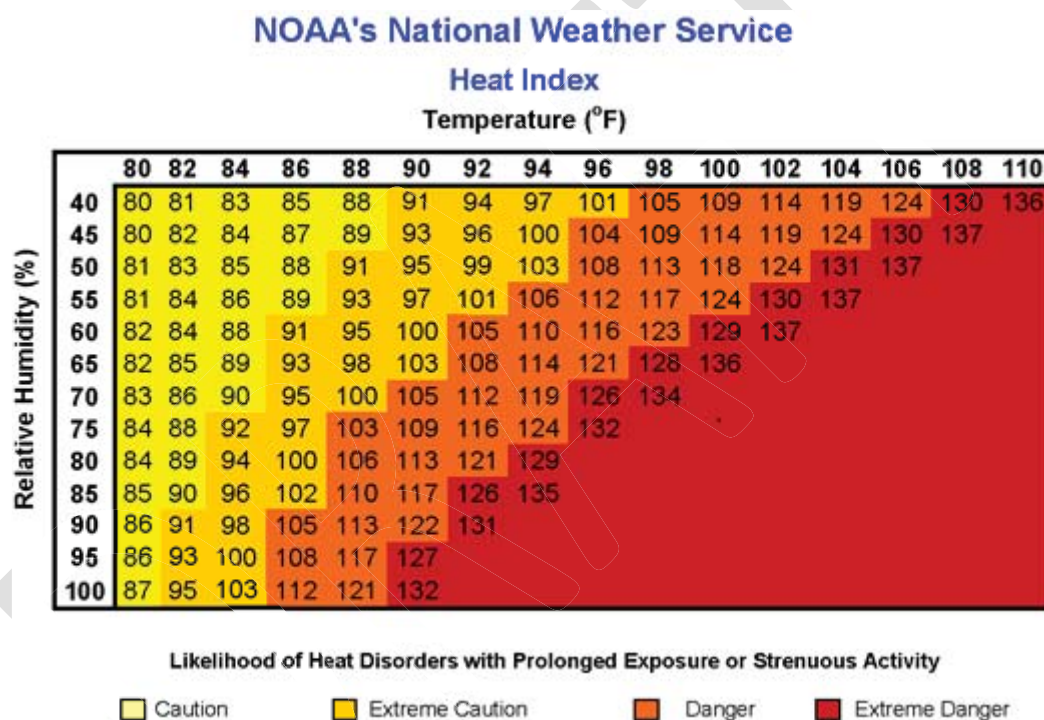
There are also 8 police stations, 57 fire stations, 23 hospitals, 52 DART Transit Hubs, and 206 schools at risk of impact from Extreme Heat.

Hazard Description: Extreme Heat events, also called “heat waves”, are prolonged periods of excessively hot weather, which may be accompanied by high humidity, especially in oceanic climate countries. The term is applied both to routine weather variations and to extraordinary spells of heat which may occur only once a century. Severe heat waves have caused catastrophic crop failures, thousands of deaths from hyperthermia, and widespread power outages due to increased use of air conditioning.

An Extreme Heat event is defined by the City of Dallas as a period of time of at least 48 hours where the officially-recorded daytime high temperature meets or exceeds 100°F.

Location and Extent of Hazard: Due to the nature of this hazard, all properties and populations of the City of Dallas are at equal risk for impacts from Extreme Heat.

The chart below details the effects of Extreme Heat based on the heat index.



Source: NOAA

The city's all-time recorded high temperature is 113 °F (45 °C) during the Heat Wave of 1980, while the all-time recorded low is -8 °F (-22 °C) in 1980 and 1899 respectively. The average daily low in Dallas is 57.1 °F (13.9 °C) and the average daily high in Dallas is 76.7 °F (24.8 °C). The chart below documents the historic extent of Extreme Heat in the City of Dallas.

Hazard Type	Extent (based on historical events)		Comments
	Minimum	Maximum	
Extreme Heat	2 days	40 days	An extreme heat event occurred in the City of Dallas starting on June 15, 2008 and ending the next day. No injuries, deaths, or property damage were recorded during this event.

It can be anticipated that future Extreme Heat events will fall along that spectrum.

Previous Occurrences: Per the National Weather Service, there have been 43 extreme heat events affecting the City of Dallas during the hazard analysis period. Information on injuries and deaths was collected from the National Climatic Data Center. Table 19 details the event dates, length of time the event occurred, and any injuries or deaths associated with that event.

Table 19 – Previous Occurrences of Extreme Heat (7/1/2005 – 6/30-2015)

Event Date	Duration of Event	Injuries	Deaths	Event Notes
08/02/2005 – 08/03/2005	2 Days	0	0	
08/22/2005 – 08/27/2005	6 Days	0	0	
08/31/2005 – 09/01/2005	2 Days	0	0	
07/12/2005 – 07/21/2005	11 Days	0	0	
07/30/2006 – 08/06/2006	9 Days	0	0	
08/08/2006 – 08/26/2006	26 Days	0	0	
08/11/2007 – 08/15/2007	5 Days	0	1	
06/15/2008 – 06/16/2008	2 Days	0	0	
06/27/2008 – 06/28/2008	2 days	0	0	
07/18/2008 – 07/23/2008	6 days	0	2	
07/26/2015 – 08/05/2008	12 Days	0	1	
08/09/2008 – 08/10/2008	2 Days	0	0	
06/23/2009 – 06/25/2009	3 Days	0	0	
06/27/2009 – 06/28/2009	2 Days	0	0	
07/02/2009 – 07/04/2009	3 Days	0	0	

Event Date	Duration of Event	Injuries	Deaths	Event Notes
07/08/2009 – 07/16/2009	16 Days	0	0	
07/25/2009 – 07/26/2009	2 Days	0	0	
06/22/2010 – 06/23/2010	2 Days	0	0	
07/31/2010 – 08/17/2010	18 Days	0	0	
08/19/2010 – 08/23/2010	5 Days	0	0	
06/13/2011 – 06/19/2011	7 Days	0	0	
07/02/2011 – 08/10/2011	40 Days	130	1	
08/15/2011 – 03/03/2011	20 Days	0	0	
09/12/2011 – 09/13/2011	2 Days	0	0	
06/24/2012 – 06/28/2012	5 Days	0	0	
07/19/2012 – 07/22/2012	4 Days	0	1	
07/25/2012 – 07/26/2012	2 Days	0	0	
07/28/2012 – 08/07/2012	11 Days	0	0	
08/12/2012 – 08/14/2012	3 Days	0	0	
09/02/2012 – 09/07/2012	6 Days	0	0	
06/27/2013 – 06/28/2013	2 Days	0	0	
07/09/2013 – 07/13/2013	5 Days	0	0	
07/31/2013 – 08/09/2013	10 Days	0	0	
08/11/2013 – 08/12/2013	2 Days	0	0	
08/23/2013 – 08/24/2013	2 Days	0	0	
08/29/2013 – 09/01/2013	4 Days	0	0	
09/04/2013 – 09/06/2013	3 Days	0	0	
07/13/2014 – 07/14/2014	2 Days	0	0	
07/25/2014 – 07/27/2014	3 Days	0	0	
08/06/2014 – 08/10/2014	5 Days	0	0	
08/15/2014 – 08/16/2014	2 Days	0	0	

Event Date	Duration of Event	Injuries	Deaths	Event Notes
07/26/2015 – 07/27/2015	2 Days	0	0	
07/29/2015 – 07/30/2015	2 Days	0	0	
Totals	43 Events	130 Injuries	6 Deaths	

Source: National Weather Service, National Climatic Data Center

Probability of Future Events: Based on its climate, it can be projected that City of Dallas will continue to experience Extreme Heat events.

There have been 43 extreme heat events affecting the City of Dallas during the hazard analysis period. Over the 10-year analysis period, this averages to 4.3 events per year. Based on this average, the Mitigation Working Group has elected to assign a value of Chronic to Extreme Heat. This is a value of 4 in the HIRA Matrix.

Future Population Impact: Prolonged exposure to excessive heat potentially leads to severe health problems, including heat exhaustion and heat stroke. The stress of extreme heat can make chronic health conditions worse, including asthma and heart disease. Children and the elderly are more susceptible to extreme heat. Though injuries or deaths from extreme heat have been recorded at different locations throughout the city, there is no specific geographic scope to the extreme heat hazard. Extreme heat could occur at any area of the city.

There have been 130 injuries and 6 deaths directly related to Extreme Heat in the City of Dallas. Over the 10-year analysis period, this amounts to 13 injuries and .6 deaths per event. Based on this information, the Mitigation Working Group has elected to assign a value of Minor. This is a value of 2 on the HIRA Matrix.

Future Property Impact: Property, Facilities, and Infrastructure should experience few impacts from extreme heat events. Extended heat events may cause streets to incur damage, which may get progressively worse as the event persists. One potentially impacted sector would be energy, as increased energy demand for cooling may put a greater demand on the state's energy grid. Increased demand could cause parts of the grid to fail could cause ERCOT to implement "Brown Outs" in order to avoid a full outage of the electrical grid. Prolonged heat events coupled with drought conditions could be detrimental to water assets, as residents and critical infrastructure compete for dwindling water resources.

According to NCDC reports, Extreme Heat has caused no property or crop damage in Dallas. Based on this information, the Mitigation Working Group has elected to assign a value of Inconsequential. This is a value of 1 on the HIRA Matrix.

Future Area of Extent: In all previous Extreme Heat events, the event has affected the entire City of Dallas. Based on this information, the Mitigation Working Group has elected to assign a value of Pervasive. This is a value of 4 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Extreme Heat	4	2	1	4	2.8
	Chronic	Minor	Negligible	Pervasive	High Hazard

Acknowledgements: This section was completed with assistance from Mark Fox, Warning Coordination Meteorologist for the National Weather Service, Fort Worth Office

4.3.7 Flooding

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	According to the National Climatic Data Center, there have been 19 flood events during the hazard analysis period.	Based on previous occurrences, it can be anticipated that there will be 1.9 flood events within the city limits per year.
Effect on Population	There has been 1 death and no injuries recorded as a result of Flooding within the City of Dallas.	The City of Dallas can anticipate 0.048 deaths and no injuries in the next flood event.
Effect on Property	Flood events within the City have caused \$37,290,000.00 in property damage during the period of analysis.	The City of Dallas can anticipate \$1,775,714.29 in property damage during the next flood event.
Area of Extent	Previous flood events have affected up to 25% of the City.	Future flood events in the City of Dallas can be anticipated to affect between 10% and 25% of the City.
Public Perception of Vulnerability	Public comments received requested more green space, sandbag availability, and increasing debris removal from rivers to facilitate drainage.	

Vulnerability Narrative: There are 35,445 parcels of property within the 100-year and 500-year floodplains. The combined total value of these properties is \$15,087,499,940. This represents 10% of property in the city.

In addition to these parcels, there are also 1 police stations, 6 fire stations, 0 hospitals, and 13 schools within the 500-year floodplain. These properties would be most vulnerable during a flooding event.

Hazard Description: A flood is an overflow of water that submerges land which is usually dry. Flooding may occur as an overflow of water from water bodies, such as a river or lake, in which the water overtops or breaks levees, resulting in some of that water escaping its usual boundaries, or it may occur due to an accumulation of rainwater on saturated ground. Flooding is the most common and widespread weather hazard.

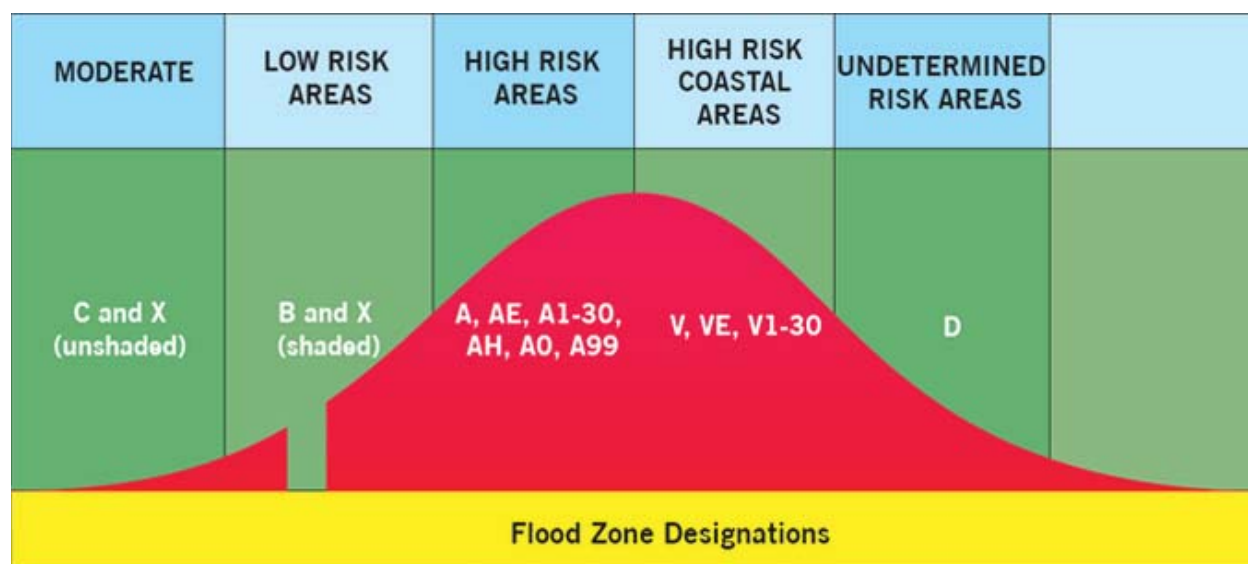
There are three common types of flooding in Dallas: riverine flooding, flash flooding, and urban flooding.

- Riverine Flooding occurs from excessive rainfall in upstream areas that forces rivers and streams to rise and overflow their banks, inundating the adjacent floodplains. Riverine flooding is usually a gradual process, with several hours to several days of warning time for downstream communities. This type of event usually remains in flood for a longer period than flash flood or urban flooding and often causes more damage due to the length of time structures are inundated, the velocity and depth of water, and floating debris.
- Flash Flooding is associated with large convective thunderstorms and frequent the region that can drop between 1 and 5 inches of rain in the span of an hour. When the soil is already saturated, rainfall from such storms can converge in creeks and streams suddenly, with little warning. Flash floods can reach peak flows within a few minutes. Waters from flash floods move with great force and velocity and can tear out trees, carry away houses and outbuildings, and destroy roads and bridges. These walls of water often carry large amounts of debris, sewage and pollutants. Although potentially hazardous to life and destructive of property, flash flooding usually lasts only a matter of hours.
- Urban Flooding is the inundation of land or property in a built environment, particularly in more densely populated areas, caused by rainfall overwhelming the capacity of drainage systems, such as storm sewers. Although sometimes triggered by events such as flash flooding or snowmelt, urban flooding is a condition, characterized by its repetitive and systemic impacts on communities, which can happen regardless of whether or not affected communities are located within designated floodplains or near any body of water. Aside from potential overflow of rivers and lakes, snowmelt, stormwater or water released from damaged water mains may accumulate on property and in public rights-of-way, seep through building walls and floors, or backup into buildings through sewer pipes, toilets and sinks.

Extent of Hazard: The frequency and severity of flooding are measured using a discharge probability, which is the probability that a certain river discharge (flow) level will be equaled or exceeded in a given year. Flood studies use historical records to estimate the probability of occurrence for the different discharge levels. The flood frequency equals 100 divided by the discharge probability. For example, the 100-year discharge has a 1% chance of being equaled or exceeded in any given year. These measurements reflect statistical averages only; it is possible for two or more floods with a 100-year or higher recurrence interval to occur in a short time period. Water surface elevations are determined along a stream using discharges from a given frequency to determine the floodplain extents for that storm event. The water surface elevations and resulting floodplain is one of the most important factors used in determining flood risk.

FEMA has established flood zones based on the frequency analysis that represent the floodplain extent for certain storm events. The zones are displayed on the county-wide Flood Insurance Rate Maps (FIRM). The Special Flood Hazard Area (SFHA) is the area that will be

inundated by the flood event having a 1-percent chance of being exceeded in a given year. It is also referred to as the base flood of 100-year flood and is the basis of the National Flood Insurance Program (NFIP) regulations and flood insurance requirements. In the City of Dallas the SFHAs are labeled as Zone A or Zone AE of the FIRMs. Moderate flood hazard areas labeled Zone X (Shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual chance (500-year) flood. The areas of minimal flood hazard, which are the areas outside of the 500-year floodplain, are labeled as Zone X (Unshaded). The following chart shows the flood zone designations in relation to the level of risk.



Source: Federal Emergency Management Agency

The potential for flooding can change and increase through various land use changes and changes to land surface. A change in environment can create localized flooding problems inside and outside of natural floodplains by altering or confining watersheds or natural drainage channels. These changes are commonly created by human activities (e.g., development). These changes can also be created by other events such as wildfires. Wildfires create hydrophobic soils, a hardening or “glazing” of the earth’s surface that prevents rainfall from being absorbed into the ground, thereby increasing runoff, erosion, and downstream sedimentation of channels.

Potential flood impacts include loss of life, injuries, and property damage. Floods can also affect infrastructure (water, gas, sewer, and power utilities), transportation, jobs, tourism, the environment, and ultimately local and regional economies.

Flooding is one of the most common natural hazards in Dallas. Historically, Dallas has had regular occurrences of flash flooding. Most flood-producing storms are experienced in the spring and fall. The typical larger floods result from prolonged or successive storms that produce heavy rainfall, however, severe flooding can occur as a result of intense thunderstorms at any time. Historically, the 1908 flood on the Trinity River was one of the worst, but record floods occurred on White Rock Creek in 1964 and Bachman Creek in 1966. Damaging floods occurred on the Trinity in 1989, 1990, and 1991, and deadly flash flooding occurred in 1995. The most recent widespread flooding was March 19, 2006, predominately in the interior drainage areas behind the levees. Significant flooding also occurred on June 11, 2009.

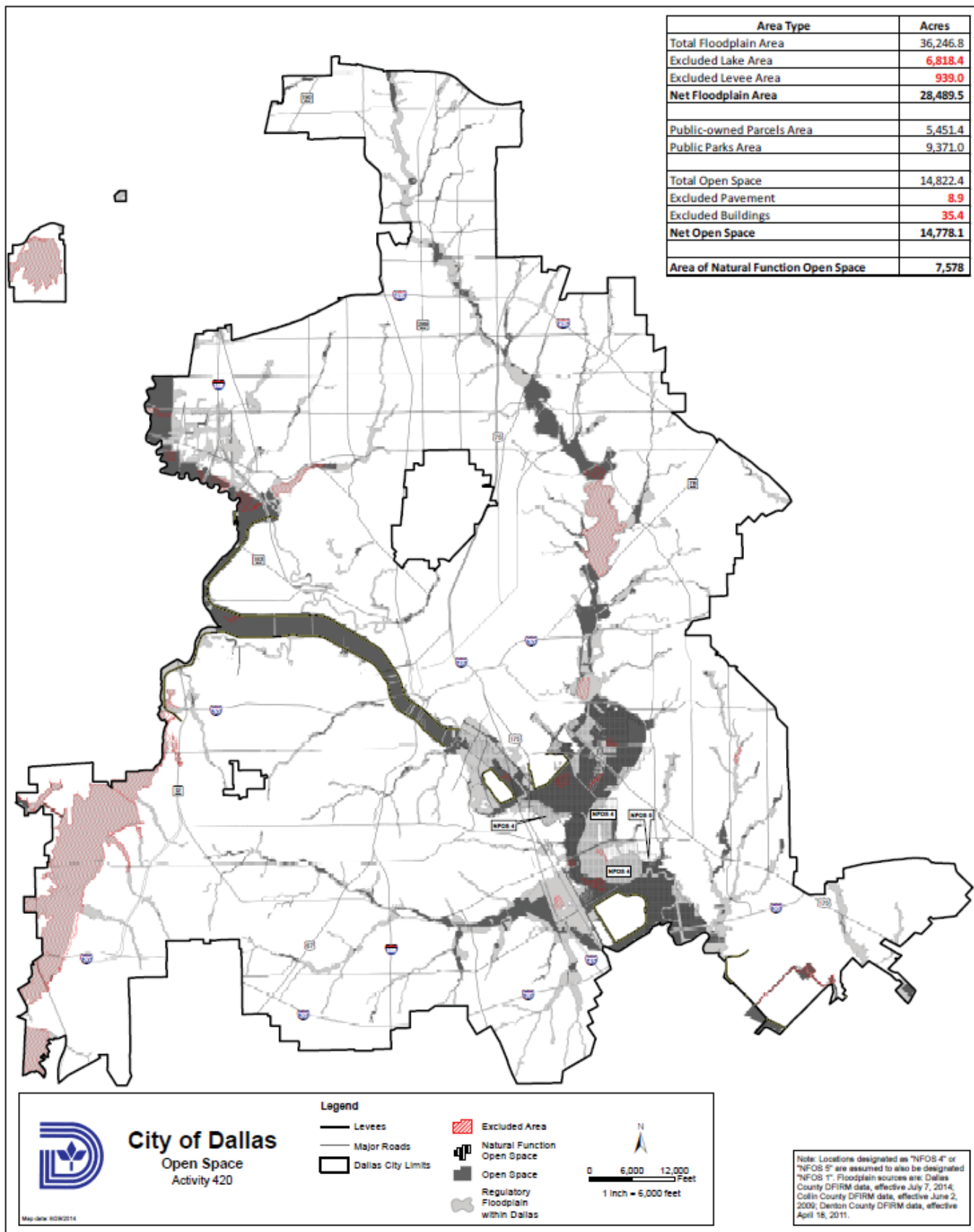
The chart below documents the historical extent of flooding in the City of Dallas.

Hazard Type	Extent (based on historical events)		Comments
	Minimum	Maximum	
Flooding	0ft.	5ft.	Hall Street by Baylor Hospital in Dallas was flooded due to flash flooding. One fire truck and several vehicles parked on the street stalled in this area. Water also inundated the hospital parking garage where about 20 vehicles were damaged by the rising waters. Rainfall totals as high as 2-2.25 in 30 minutes were measured during the heavy rain event. It can be anticipated that future flood events will be similar in nature.

Location of Hazard:

Watershed Description - The City of Dallas is located entirely within the Trinity River Watershed which runs from the border of Texas and Oklahoma to the Gulf of Mexico. The West Fork and East Fork of the Trinity River merge as they enter Dallas to form the Trinity River which has an upstream drainage area of over 6,050 square miles. The River is contained within the Dallas Floodway System through the heart of Dallas. The system includes a combined 22.6 miles of levees on the East and West side of the River and provides flood protection for the Stemmons Corridor, Downtown Dallas, the Central Business District, and a large portion of West Dallas. The system protects over 200,000 people that live or work behind the levees and over \$13.7 billion in property.

The Trinity River has two major tributaries through the City of Dallas. White Rock Creek, with a drainage area of 139 square miles, flows from through east Dallas and joins the Trinity River directly south of downtown. Fivemile Creek, with a drainage are of 55 square miles, flows through south Dallas and joins the Trinity River near the southern city limits. Additionally, White Rock Creek and Fivemile Creek contain a number of smaller tributaries. In total, the City of Dallas contains over 550 stream miles.



Runoff is captured to fill several lakes and reservoirs within the City. The lakes are designed to manage floodwaters with the overall goal of reducing downstream flooding. Mountain Creek Lake, White Rock Lake, Lake Joe Pool, and Bachman Lake are located partially or entirely within the City limits. Additionally, there are several large flood control lakes within the Trinity River System which control floodwaters entering the Dallas Floodway System.

The floodplain boundary extents for most of the streams in the City of Dallas have been mapped by FEMA during its Map Modernization Program. The resulting FIRMs provide an official depiction of flood hazard risks and risk premium zones for each community and for properties located within it. While the FEMA digital flood data is recognized as best available data for planning purposes, it does not always reflect the most accurate and up-to-date flood risk. Riverine flooding, stormwater flooding, and flood-related losses often do occur outside of delineated Special Flood Hazard Areas (SFHA). The City of Dallas has continued to fund studies to identify and quantify these flooding risks. The results of these studies provide the City of Dallas with more accurate flood risk data than what is shown on the DFIRM. The new information has been incorporated into a regulatory floodplain file which the City uses to regulate development.

In addition to the riverine flooding, the City of Dallas also experiences localized flooding caused by urbanization, which may increase the run-off potential of an area. The interior of the City is drained by a large network of stormsewer which includes over 1,800 miles of storm drainage pipes, 11,000 outfalls, 65,000 inlets, and 180 ponds. Many of the more severe localized flooding areas have been studied in detail and have been included in the City's regulatory floodplain. Table 20 contains a list of the drainage basins that lie partially or entirely within the City of Dallas. It also shows the area located in the floodplain for both the FEMA SFHA and City Regulatory 100-Year floodplain.

Table 20: City of Dallas Drainage Basins

Stream	Drainage Area (mi ²)	FEMA SFHA (Acres)	City Regulatory Floodplain (Acres)
Adams Branch	0.5	19	19
Alta Mesa Branch	1.1	105	107
Arapaho Branch	1.4	51	68
Ash Creek	6.7	253	314
Bachman Branch	13.0	756	789
Buffalo Creek	2.0	33	42
Caruth Creek	2.6	172	194
Cedar Creek	9.8	339	381
Cedar Springs Branch	3.0	58	55
Chalk Hill Branch	2.1	118	106
Coombs Creek	6.0	141	168
Cottonwood Creek (of White Rock Creek)	8.5	123	141
Crow Creek	2.7	32	33
Dixon Branch	7.2	295	350

Stream	Drainage Area (mi ²)	FEMA SFHA (Acres)	City Regulatory Floodplain (Acres)
Elam Branch	4.5	220	302
Fivemile Creek	26.5	4,284	4,721
Floyd Branch (of White Rock Creek)	4.5	77	104
Forney Branch	2.2	80	68
Hall Branch	2.1	29	89
Harden Branch	0.3	4	4
Hickory Creek	12.6	344	388
Highland Hills Branch	0.4	15	15
Honey Springs Branch	2.5	138	246
Jackson Branch	8.4	274	322
Jenkins Branch	1.8	62	68
Joes Creek	11.3	618	984
Keller Springs Branch	1.0	33	31
Kiowa Branch	2.2	41	94
Knights Branch	5.1	93	226
Ledbetter Branch	2.6	40	41
Lisbon Branch	1.3	35	39
Long Branch of Duck Creek	3.4	92	110
McCommas Branch	1.2	44	56
McKamy Branch	6.9	209	248
Mill Creek	6.1	0	182
Mountain Creek	120.7*	5,002	5,135
Mountain Creek Tributary 1	1.9	68	69
Newton Branch	11.2	502	519
Oakland Channel	1.6	79	164
Peaks Branch	6.7	79	545
Prairie Creek	17.4	958	1,192
Red Bird Branch	0.5	5	6
Reinhart Branch	1.5	40	163
Richardson Branch	0.9	31	34
Ricketts Branch	8.7	242	286
Royal Branch	1.3	15	19
Rush Creek	1.4	46	53
Stream 4B5	0.7	50	61
Stream 5A3	0.5	9	9
Stream 5B15	0.3	8	8
Stream 5B16	0.5	12	15
Stream 5B17	0.3	3	3

Stream	Drainage Area (mi ²)	FEMA SFHA (Acres)	City Regulatory Floodplain (Acres)
Stream 5B2	1.7	71	65
Stream 5B5	1.9	112	115
Stream 8C1	1.9	43	55
Trinity River	33.2*	4,588	5,156
Elm Fork Trinity River	42.8*	2,628	3,624
West Fork Trinity	29.9*	652	714
Trinity River East Levee	11.0	366	1916
Trinity River West Levee	17.4	2,620	3,362
Turtle Creek Branch	8.8	94	141
White Rock Creek	31.5	7,434	7,880
Stream 5B9	1.4	118	1
Williamson Branch	1.5	45	53
Woody Branch	10.4	176	199
TOTAL	543	35,322	42,672

*Area draining to portion of stream located within the city limits.

Flood Hazard Identification and Mitigation

Floodplain Management Plans: Dallas' floodplain management has relied on both nonstructural and structural approaches to flood loss prevention. Nonstructural programs, such as the acquisition of floodplain property, subdivision regulation, and floodplain zoning, have protected many of the neighborhoods from flooding, while providing public parks and assuring safe urban development. Structural flood control measures, including the construction of storm sewers, channels, levees, dams, and retention basins, have reclaimed large areas and reduced the loss of life and property.

In the 1960's, the City of Dallas adopted a policy of studying watersheds on an individual basis and determining alternatives to reduce flooding within each watershed. These floodplain management plans have been the basis for the City's planning and funding of flood control projects. Each study looks at the following flood control methods:

- Nonstructural Flood Control Alternatives Analyzed: Open Space, floodplain ordinance, natural floodways, building codes, flood insurance
- Structural Flood Control Alternatives Analyzed: Land Reclamation, Man-Made Drainage Systems (storm sewers, open channels, dams, bypass systems, etc.), Maintenance, High-Water Response Systems.

The floodplain management plans will identify the watersheds problem areas and recommend nonstructural alternatives, structural alternatives, or a combination of both to alleviate the flooding issues. The recommended alternatives are then implemented by the City or assessed a score based on City criteria and added to the City's Needs Inventory for future bond program funding.

Hazard Identification Studies: In addition to the floodplain management plans, the City has regularly funded watershed studies. The goal of these studies is to identify the 10-year, 50-year, 100-year and 500-year discharge and water surface elevations for a watershed. The 100-year and 500-year floodplains are also mapped and added to the FEMA DFIRMs.

As part of FEMA RiskMAP program, the City has created depth grids for all watersheds studies since 2004. These depth grids show the depth of flooding for the 10-year, 50-year, 100-year and 500-year storm event. This tool allows the City to communicate more complete flood risk to residents by providing detailed depths of flooding, probability of flooding, and other flooding characteristics not available on the FEMA maps.

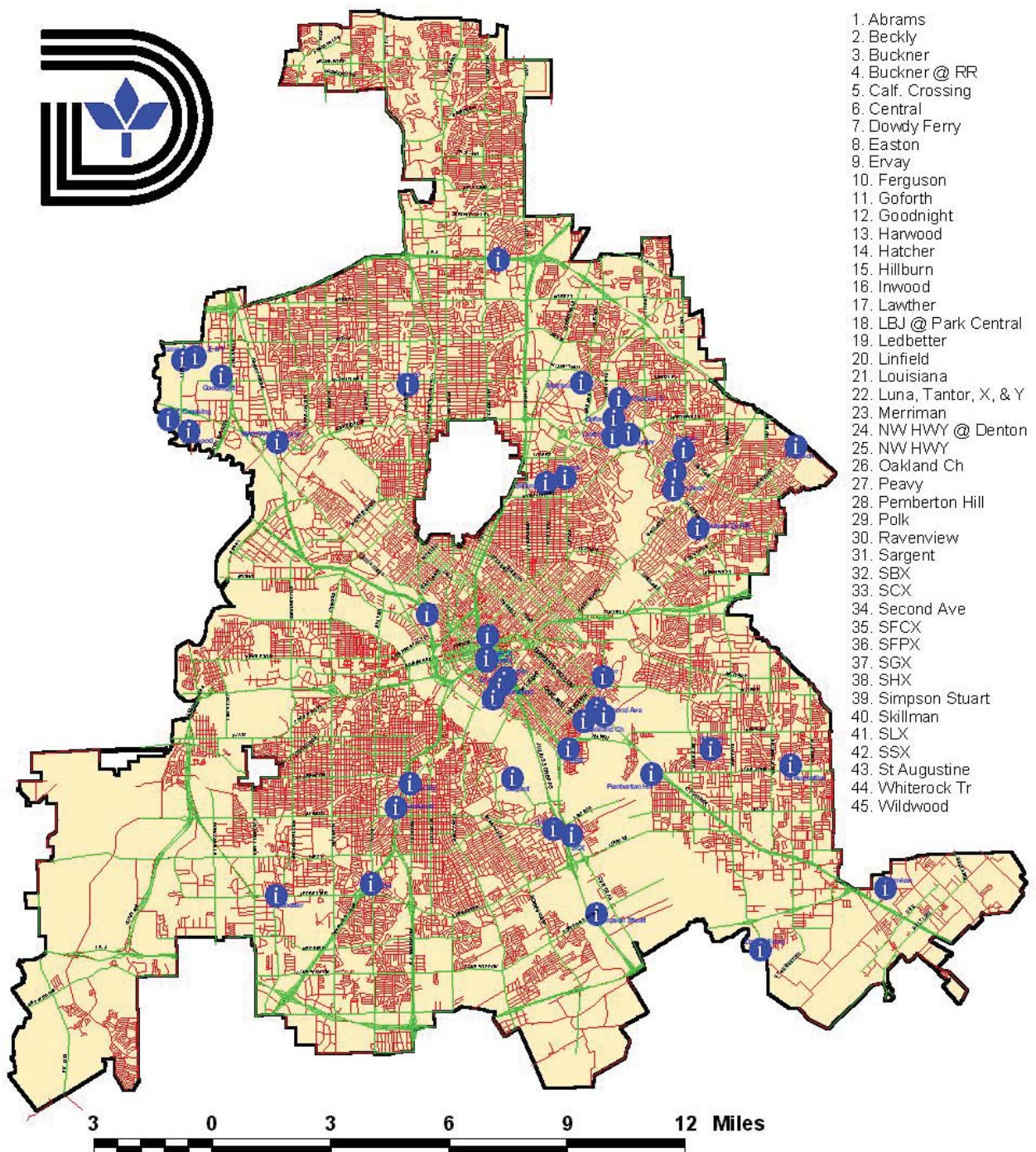
Flood Hazard Detection: While flooding in the general sense can occur anywhere, there are locations across the city that regularly flood. The City's Flooded Roadway Warning System has been installed at stream roadway crossings that are regularly inundated. The system constantly monitors the stream elevation from a central computer and activates a warning system when flood waters reach the edge of the roadway. Map X, below, gives a visual identification of the locations of the flooded roadway warning system and lists the locations.

Table 21: Low-Water Crossing Locations

Location	Mitigated	Location	Mitigated
Abrams	Yes	Northwest Highway @ Denton	Yes
Beckley	Yes	Northwest Highway	Yes
Buckner	Yes	Oakland	Yes
Buckner @ RR	Yes	Peavy	Yes
California Crossing	Yes	Pemberton Hill	Yes
Central	Yes	Polk	Yes
Dowdy Ferry	Yes	Ravenview	Yes
Easton	Yes	Sargent	Yes
Ervay	Yes	SBX	Yes
Ferguson	Yes	SCX	Yes
Goforth	Yes	Second Avenue	Yes
Goodnight	Yes	SFCX	Yes
Harwood	Yes	SFPX	Yes
Hatcher	Yes	SGX	Yes
Hillburn	Yes	Simpson Stuart	Yes
Inwood	Yes	Skillman	Yes
Lawther	Yes	SLX	Yes
LBJ @ Park Center	Yes	SSX	Yes
Ledbetter	Yes	St Augustine	Yes
Lousiana	Yes	Whiterock Trail	Yes
Luna, Tantor, X & Y	Yes	Wildwood	Yes
Merriman	Yes		

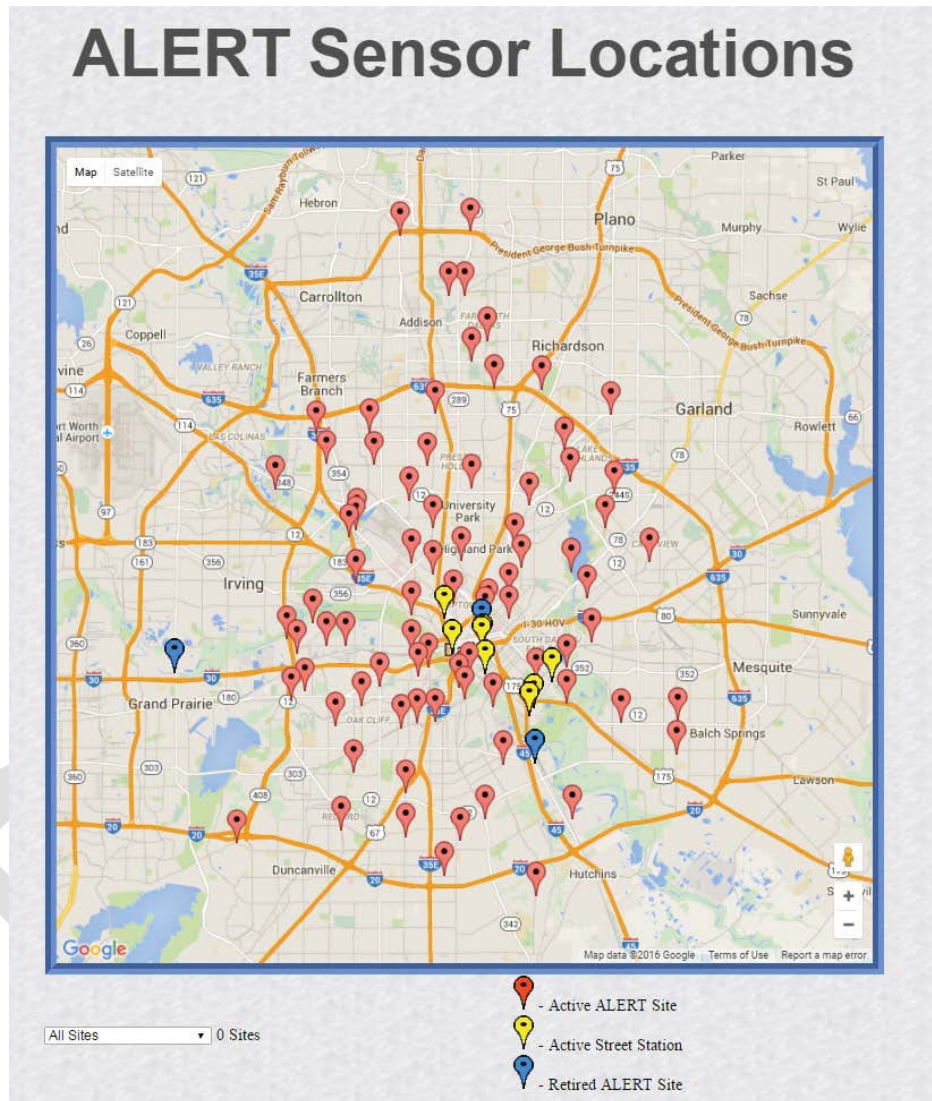
Map 2, below, gives a visual identification of the low-water crossings that have been mitigated.

Map 2: Mitigated Low-Water Crossings



The City of Dallas has installed 88 Automated Local Evaluation in Real Time (ALERT) sensors throughout the City which monitor rainfall, stream flow, and stream level at various locations throughout the City. The information gathered through this system allows the City to monitor and predict flooding levels during storm events in areas that have the potential to flood. Map 3, below, shows the location of the ALERT sensors.

Map 3: ALERT Sensor Locations



Warning Time: Due to the sequential pattern of meteorological conditions needed to cause serious flooding, it is unusual for a flood to occur without warning. Warning times for floods can be between 24 and 48 hours. Flash flooding can be less predictable, but potential hazard areas can be warned in advanced of potential flash flooding danger.

Critical Facilities and Infrastructure: The services and functions provided by critical facilities are essential to a community, especially during and after a disaster. For a critical facility to function, it must be supplied with essential utilities. The loss of city operated utilities may prevent some critical facilities from operating. For example the loss of water and waste disposal can prevent a facility from operating long after the flood waters have receded. The City of Dallas has no critical facilities located within FEMA's SFHA. However, there are 20 critical facilities located within the 500-year floodplain. A summary of the critical facilities is listed in the table below.

Table 22: Critical Facilities and Infrastructure in the Floodplain

Critical Facilities and Infrastructure in the Floodplain			
Facility Type	Building Count		
	100-Year Floodplain	500-Year Floodplain	Total
Schools	0	13	13
Fire Stations	0	6	6
Police Stations	0	1	1
Hospitals	0	0	0

Floodplain Ecosystem: Floodplains can support ecosystems that are rich in plant and animal species. A floodplain can contain 100 or even 1,000 times as many species as a river. Wetting of the floodplain soil releases an immediate surge of nutrients: those left over from the last flood, and those that result from the rapid decomposition of organic matter that has accumulated since then. Microscopic organisms thrive and larger species enter a rapid breeding cycle. Opportunistic feeders (particularly birds) move in to take advantage. The production of nutrients peaks and falls away quickly, but the surge of new growth endures for some time. This makes floodplains valuable for agriculture. Species growing in floodplains are markedly different from those that grow outside floodplains. For instance, riparian trees (trees that grow in floodplains) tend to be very tolerant of root disturbance and very quick-growing compared to non-riparian trees. The City of Dallas contains 7,500 acres of open space located within the SFHA that has been designated as permanent open space to reduce flooding and preserve the ecosystem.

Previous Occurrences: According to the National Climatic Data Center, there have been 19 flood events during the hazard analysis period. Table 23 depicts these events, along with the injuries, deaths, property damage, and crop damage each event caused. The magnitude of each individual event was not provided.

Table 23 – Previous Flood Occurrences (7/1/2005 – 6/30/2015)

Date	Location	Event Type	Deaths	Injuries	Property Damage
7/1/2005	DALLAS (ZONE)	Flood	0	0	\$0
8/8/2005	DALLAS	Flash Flood	0	0	\$0
3/19/2006	DALLAS (ZONE)	Flood	0	0	\$0
5/24/2007	EAST DALLAS	Flash Flood	0	0	\$0
5/30/2007	DALLAS LOVE FLD	Flash Flood	0	0	\$3,000.00
7/2/2007	DALLAS	Flood	0	0	\$0
7/3/2007	DALLAS	Flash Flood	0	0	\$10,000.00
10/15/2007	DALLAS	Flash Flood	0	0	\$20,000.00
3/18/2008	DALLAS	Flash Flood	1	0	\$150,000.00
6/11/2009	(DAL)LOVE FLD DALLAS	Flash Flood	0	0	\$750,000.00
6/11/2009	(DAL)LOVE FLD DALLAS	Flash Flood	0	0	\$30,000.00
6/11/2009	DALLAS	Flash Flood	0	0	\$15,000.00
6/11/2009	HENSLEY FLD ARPT	Flash Flood	0	0	\$7,000.00
4/8/2012	(RBD)REDBIRD ARPT DA	Flash Flood	0	0	\$20,000.00
8/18/2012	DALLAS	Flash Flood	0	0	\$50,000.00
8/18/2012	DALLAS	Flash Flood	0	0	\$200,000.00
5/24/2015	(DFW)DALLAS-FT WORTH	Flood	0	0	\$36,000,000.00
5/29/2015	(DAL)LOVE FLD DALLAS	Flash Flood	0	0	\$0
5/29/2015	HENSLEY FLD ARPT	Flash Flood	0	0	\$0
Totals	19 Events		1	0	\$37,290,000.00

Source: NCDC

Previous Event Narratives: Table 24 lists several event narratives that discuss past flooding incidents. The narratives were taken from the National Climatic Data Center database.

Table 24 – Past Flooding Event Narratives

Event Date	Narrative
2008-03-18	Numerous streets were closed due to high water after four to six inches of rain fell across the county, including Loop 12 near White Rock Lake. Voluntary evacuations were in place for residents of DeSoto near Ten Mile Creek which overflowed its banks for the second time in less than four years. A total of sixteen roads were closed in the area. Another rescue was needed after a van stalled in high water near Lawnview Avenue and Military Parkway. There was widespread flooding in Lancaster with numerous homes flooded. Lancaster's fire department performed five high water rescues. Two teenagers were playing near a creek near Interstate 635 and Bruton Road when one of them was swept into the water and then into a drainage pipe. His body was recovered the next day.

Event Date	Narrative
2009-06-11	The water was reported to be 3 feet deep near Fair Park in Dallas. The flooding was the result of training echoes over Dallas County.
2012-08-18	Multiple roads were being closed in Downtown Dallas due to flash flooding. Rainfall totals as high as 2 in 30 minutes were measured during the heavy rain event.
2015-05-24	Flooding across Dallas County persisted from Sunday the 24th, until the early morning hours of Thursday, May 28th. In Dallas, Loop 12, underneath the Interstate 30 overpass was closed for several days thanks to flood waters. Other areas in the county sustained an extended period of flooding, from Duck Creek in Garland, to the Trinity River in Dallas, which submerged parts of several city streets for nearly a week.

Source: NCDC

Probability of Future Events: There have been 19 flood events affecting the City of Dallas. Over the 10 year analysis period, this is an average of 1.9 events per year. Based on this analysis, the Mitigation Working Group has elected to assign a value of Moderate. This is a value of 3 on the HIRA Matrix.

Climate Change Impacts: Use of historical hydrologic data has long been the standard of practice for designing and operating water supply and flood protection projects. For example, historical data are used for flood forecasting models. This method of forecasting assumes that the climate of the future will be similar to that of the period of historical record. However, the hydrologic record cannot be used to predict changes in frequency and severity of extreme climate events such as floods.

Going forward, model calibration or statistical relation development must happen more frequently, new forecast-based tools must be developed, and a standard of practice that explicitly considers climate change must be adopted. Climate change is already impacting water resources, and resource managers have observed the following:

- Historical hydrologic patterns can no longer be solely relied upon to forecast the water future.
- Precipitation and runoff patterns are changing, increasing the uncertainty for water supply and quality, flood management, and ecosystem functions.
- Extreme climatic events will become more frequent, necessitating improvement in flood protection, drought preparedness, and emergency response.

High frequency flood events (e.g., 10-year floods) in particular will likely increase with a changing climate. Along with reductions in the amount of the snowpack and accelerated snowmelt, scientists project greater storm intensity, resulting in more direct runoff and flooding. Changes in watershed vegetation and soil moisture conditions will likewise change runoff and recharge patterns. As stream flows and velocities change, erosion patterns will also change, altering channel shapes and depths, possibly increasing sedimentation behind dams, and affecting habitat and water quality. With potential increases in the frequency and intensity of wildfires due to climate change, there is potential for more floods following fire, which increase sediment loads and water quality impacts.

As hydrology changes, what is currently considered a 100-year flood may strike more often, leaving many communities at greater risk. Planners will need to factor a new level of safety into

the design, operation, and regulation of flood protection facilities such as dams, floodways, bypass channels, and levees, as well as the design of local sewers and storm drains.

Future Trends in Development: There has been a rapid growth in North Texas in the last five years. The increase in population has caused an increase in the development of residential, commercial, and infrastructure within the Trinity River Watershed. The increased development has the potential to increase runoff entering the City and therefore increase water surface elevations along the Trinity and its tributaries. The City will continue to work with regional agencies to adopt development ordinances which will limit the impact of development along the Trinity River.

The City of Dallas floodplain development regulations prohibit any development in the regulatory floodplain. As development increases around the City's floodplains, properties currently located within the City's floodplains will be required to remove the property from the floodplain before any development occurs. The goal of the regulation is a reduction in the number and value of properties located within the SFHA.

Future Property Impact: In terms of property damage, floods are just behind tornados as the top natural disaster. In the United States, flood damages totaled \$8.41 billion in 2011. Floods can affect any area to some degree; wherever rain falls, flooding can occur. The services and functions provided by critical facilities are essential to a community, especially during and after a disaster. For a critical facility to function, it must be supplied with essential utilities. The loss of city operated utilities may prevent some critical facilities from operating. For example the loss of water and waste disposal can prevent a facility from operating long after the flood waters have receded.

Structure/Property Flood Vulnerability within Dallas

Category of Property in Jurisdiction	FEMA 100 Parcels	FEMA 100 or 500	FEMA 100 Parcels with buildings	FEMA 100 and 500 Parcels with buildings
Residential				
Count	11,595	24,368	9,318	19,575
Value	\$4,628,411,970	\$5,450,406,560	\$3,634,097,450	\$4,382,020,090
Commercial				
Count	1,324	4,509	805	2,986
Value	\$3,095,219,000	\$5,564,761,390	\$2,839,545,440	\$5,128,349,800
Industrial				
Count	2,044	4,663	933	2,838
Value	\$1,667,444,090	\$2,687,006,710	\$1,600,192,780	\$2,595,576,550
Government / Public*				
Count	1,431	1,905	270	434
Value	\$1,343,044,570	\$1,385,325,280	\$284,918,760	\$306,938,270
Totals				
Count	16,394	35,445	11,326	25,833
Total Value	\$10,734,119,570	\$15,087,499,940	\$8,358,754,430	\$12,412,885,610

Source: Dallas County Appraisal District

*Based on being owned by the City of Dallas in DCAD

According to data from the NCDC flood events have caused \$37,290,000.00 in damage during the hazard analysis period. This is an average damage amount of \$1,775,714.29 per event. Based on this analysis, the Mitigation Working Group has elected to assign a value of Major to Property Impact. This is a value of 4 on the HIRA Matrix.

Future Population Impact: Floodwaters can damage homes, businesses, and roadways. The severity of the flood will determine the recovery time, recovery can take a few weeks to several months. The adverse impacts depends on the vulnerability of population and the frequency, intensity, and duration of the flooding. Immediate impacts from flooding include loss of life, damage to property, damage to infrastructure facilities and deterioration of health conditions due to waterborne diseases.

Flash floods that occur with little or no warning cause more deaths than slow rising riverine flooding. Psychological effects on flood victims and their families can traumatize them for long periods of time. The loss of their home, family members, livelihood or business can cause continuing stress. The stress associated with these losses can overwhelm individuals and produce lasting psychological impacts.

According to data from the NCDC, flood events have caused 0 injuries and 1 death during the hazard analysis period. This is an average of 0 injuries and 0.048 deaths per event. Based on this analysis, the Mitigation Working Group has elected to assign a value of Negligible to Population Impact. This is a value of 1 on the HIRA Matrix.

Impact on the Environment: The environmental impacts of flooding can be quite wide-ranging, from the dispersion of low-level household wastes into the storm water system to contamination of community water supplies and wildlife habitats with extremely toxic substances. The actions undertaken prior to the event will have repercussions on the level of damages accruing from the flood. Effective remedial actions can significantly reduce losses, and with planning, prevent some of these secondary environmental impacts. Specifically, the removal of fuel tanks and attention to hazardous wastes would eliminate some of the potential problems. During a flood variables such as depth of water, velocity of flows, and duration of inundation, in combination with land-use attributes, all contribute to the relative severity of flood impact (Tobin and Montz, 1994).

Floods of greater depth are likely to result in greater environmental damage than floods of lesser severity, in part because more area has been flooded. Long duration floods will exacerbate environmental problems because clean-up will be delayed and contaminants may remain in the environment for much longer time. During the post-flood phase many other environmental impacts can become apparent. The volume of the debris to be collected, the extent to which public utilities such as water supply systems and sewage operations have been damaged, and the quantity of agricultural and industrial pollutants entering the river system might present pressing problems.

Impact on the Economy: Flooding can have a devastating impact on the local and regional economy and the livelihood of its people. Loss of human life, property damage, non-functioning infrastructure, and the possibility of waterborne disease are just some the ways flooding can impact a community.

The NOAA National Climatic Database shows that from July 1994 to July 2015, Dallas County has experienced \$45 million worth of property damage from flooding events, an average of \$700,000 per event. City sponsored studies estimate that a 100 year flood would cause roughly 1.2 Billion dollars in damage and that a 500 year event could cause over \$3.0 billion dollars in losses. Mitigation efforts, including acquisition of property with Repetitive Flood Loss claims, could reduce the impact of flood events on the economy. Participation in the National Flood Insurance Community Rating System (CRS) reduces insurance burdens on residents and

businesses within the City. As of 2014, The City of Dallas does participate in the CRS with a current rating of 5. The city is working on achieving a class rating of 4 in the next two years.

Impacts on the economy will greatly depend on the severity of the flood, area flooded, depth of water, and the length of time before water fall back past flood stage. If flood waters take utilities off line, businesses can lose productivity. Inaccessible roads also have an effect on business revenues and costs, increasing the number of lost trips (dampening consumer activity) and lengthening others (increase shipping time and costs).

Future Area of Extent: Previous flood events has been limited to approximately 25% of the City. The Mitigation Working Group has elected to assign a value of Moderate to Area of Extent. This is a value of 3 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Flooding	3	2	2	3	2.5
	Moderate	Minor	Minor	Moderate	High Hazard

4.3.7.1 National Flood Insurance Program and Community Rating System

The City of Dallas has a robust Floodplain Management program that includes NFIP and CRS Participation. Below is a general outline of the program:

Table 25: NFIP/CRS General Summary

NFIP Topic	Source of Information	Comments
Insurance Summary		
How many NFIP policies are in the community? What is the total premium and coverage?	Flood Control	3,420 policies, \$2,886,779 premiums.
How many claims have been paid in the community? What is the total amount of paid claims? How many of the claims were substantial damage?	Flood Control	1,015 claims, value of \$12,465,936 since 03/27/1977 through 09/01/2012.
How many structures are exposed to flood risk within the community?	Flood Control	26,895 buildings touching the floodplain (includes all flood zones) 8,259 buildings touching the floodplain (Only 100yr flood zones)
Describe any areas of flood risk with limited NFIP policy coverage.	Flood Control	NFIP existing policies (as of 12/2012) – (3,400)
Staff Resources		
Is the community FPS or NFIP Coordinator Certified?	Flood Control	Yes
Is floodplain management an auxiliary function?	Flood Control	Yes
Provide and explanation of NFIP administration services, (e.g. permit review, GIS, education or outreach, inspections, engineering capability)	Flood Control	GIS mapping, flood plain management.
What are the barriers to running an effective NFIP program in the community, if any?	N/A	City of Dallas is compliant with all NFIP regulations
Compliance History		
Is the community in good standing with the NFIP?	Flood Control	Yes
Are there any outstanding compliance issues (i.e., current violations)?	Flood Control	No

NFIP Topic	Source of Information	Comments
When was the most recent Community Assistance Visit (CAV) or Community Assistance Contact (CAC)	Flood Control	December 1 st , 2009
Is a CAV or CAC scheduled or needed?	Flood Control	No
Regulation		
When did the community enter the NFIP?	Flood Control	03/16/1983
Are the FIRMS digital or paper	Flood Control	Both
Do floodplain development regulations exceed FEMA or State minimum requirements? If so, in what ways?	Flood Control	Exceed. The City of Dallas Floodplain Ordinance includes several higher standards including 3 feet of freeboard, fully developed conditions, no rise in the entire 100-year floodplain, and no loss in valley storage.
Provide an explanation of the permitting process.	Flood Control	
Community Rating System (CRS)		
Does the community participate in CRS?	Flood Control	Yes
What is the community's CRS class Ranking?	Flood Control	Class 5
What categories and activities provide CRS points and how can the class be improved?	Flood Control	A total of 2,772 credit points are verified which results in a recommendation that the community improve from a CRS Class 7 to a CRS class 5. The following is a summary of the total CRS credit points. Activity 310 Elevation Certificates, Activity 320 Map Information Service, Activity 330 Outreach projects, Activity 240 Hazard Disclosure, Activity 350 Flood Protection Information, Activity 360 Flood Protection Assistance, Activity 410 additional flood data, Activity 420 Open Space Preservation, Activity 430 Higher Regulatory Standards, Activity 440 Flood Data Maintenance, Activity 450 Stormwater Management, Activity, 510 Floodplain Management Planning, Activity 520 Acquisition and Relocation, Activity 540 Drainage System Maintenance, Activity 610 Flood Warning Program, Activity 630 Dam Safety.
Does the plan include CRS planning requirements?	Flood Control	Yes

Repetitive Loss

As per Requirement 201.6(c)(2)(ii) "The risk assessments in all plans approved after October 1, 2008 must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged by floods." Repetitive Loss Property information provides local jurisdictions with the properties that had submitted insurance claims due to flooding damage to buildings and its contents.

Table 26 below provides a summary of the Repetitive Loss (RL) and Severe Repetitive Loss (SRL) properties in the jurisdictions participating in this plan.

Table 26: Repetitive Loss (RL) and Severe Repetitive Loss (SRL) Properties

City of Dallas	Years	Properties	Number of losses	Payments
Single Family	2005-2015	19,575	230	\$5,756,700.00
Other Residential	2005-2015	1,905	0	\$0
Non Residential	2005-2015	2,838	434	\$14,382,020.00
Total		24,318	664	\$20,138,720.00

4.3.8 Hail

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	There have been 17 hail events in the City of Dallas during the analysis period.	Based on historical data, The City of Dallas can anticipate 1.7 hail events per year.
Effect on Population	Hail events in the City of Dallas during the analysis period have caused no deaths or injuries.	Based on historical data, The City of Dallas can anticipate no injuries or deaths during the next hail event.
Effect on Property	Hail events in the City of Dallas during the analysis period have caused \$526,000.00 in property damage.	Based on historical data, the City of Dallas can anticipate \$30,941.18 in property damage during the next hail event.
Area of Extent	Hail events in the City of Dallas have affected all areas within the city limits.	Based on previous occurrences and current climatological conditions, hail is anticipated to have a major area of extent, impacting over 50% of the City of Dallas.
Public Perception of Vulnerability	Public comments received requested an increase in alerts and warnings about hail.	

Vulnerability Narrative: The entire city is equally at risk for hail. In addition, there are also 8 police stations, 57 fire stations, 23 hospitals, 52 DART Transit Hubs, and 206 schools at risk of impact from Hail.

Hazard Description: Hail is a form of solid precipitation. It is distinct from sleet, though the two are often confused for one another. It consists of balls or irregular lumps of ice, each of which is called a hailstone. Hail is possible within most thunderstorms as it is produced by cumulonimbi, and within 2 nautical miles (3.7 km) of the parent storm. Hail formation requires environments of strong, upward motion of air with the parent thunderstorm (similar to tornadoes) and lowered heights of the freezing level.

Unlike ice pellets, hailstones are layered and can be irregular and clumped together. Hail is composed of transparent ice or alternating layers of transparent and translucent ice at least 1 millimetre (0.039 in) thick, which are deposited upon the hailstone as it travels through the cloud, suspended aloft by air with strong upward motion until its weight overcomes the updraft and falls to the ground. Although the diameter of hail is varied, in the United States, the average observation of damaging hail is between 2.5 cm (1 in) and golf ball-sized (1.75 in). The largest diameter hailstone known, measuring 7.87 in (20.0 cm) in diameter - larger than a bowling ball - and weighing 1.9375 lb (878.8 g), fell on Vivian, South Dakota during an exceptional hailstorm.

Location and Extent of Hazard: Due to the rapidly changing climate in Texas, large scale hailstorms are especially prevalent. Hailstorm incidents have been reported throughout the North Texas region, including City of Dallas, therefore establishing that all parts of the region are equally vulnerable to hailstorms.

The size of hailstones is directly related to the severity and size of the storm. Strong updraft winds are required to keep hail in suspension in thunderclouds. The strength of the updraft is a function of the intensity of heating at the Earth's surface. The higher the temperature the higher the elevation which results in increased suspension time and bigger hailstone sizes.

The severity of damage caused by hailstorms depends on the hailstone sizes (average and maximum), number of hailstones per unit area, and associated winds. Storms that produce high winds in addition to hail are most damaging and can result in numerous broken windows and damaged siding.

The NOAA/TORRO Hailstorm Intensity Scale as seen in Table 27 is representative of the damage from hail storms Dallas County has experienced in the past and will likely experience in the future.

Table 27: Combined NOAA/TORRO Hailstorm Intensity Scales

Size Code	Intensity Category	Typical Hail Diameter	Approximate Size	Typical Damage Impacts
H0	Hard Hail	Up to 0.33	Pea	No Damage
H1	Potentially Damaging	0.33-.60	Marble or Mothball	Slight damage to crops, plants
H2		0.61-.80	Dime or Grape	Significant damage to crops, plants
H3	Severe	0.81-1.20	Nickel to Quarter	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored
H4		1.21-1.60	Half Dollar to Ping Pong Ball	Widespread glass damage, vehicle bodywork damage

Size Code	Intensity Category	Typical Hail Diameter	Approximate Size	Typical Damage Impacts
H5	Destructive	1.61-2.00	Silver dollar to Golf Ball	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries
H6		2.01-2.40	Lime or Egg	Aircraft bodywork dented, brick walls pitted
H7	Very Destructive	2.41-3.00	Tennis ball	Severe roof damage, risk of serious injuries
H8		3.0-3.5	Baseball to Orange	Severe damage to aircraft bodywork
H9	Super Hailstorm	3.5-4.0	Grapefruit	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open
H10		4+	Softball and Up	Extensive structural damage. Risk of severe or even fatal injuries to persons caught in the open

The Hailstorm Intensity Scale allows planners to gauge past damage and mitigate for future expected damage. Below is the range of extent experienced by the City of Dallas. It can be anticipated that future event will fall within this extent.

Hazard Type	Extent (based on historical events)		Comments
	Minimum	Maximum	
Hail	H2	H5	On March 9, 2013, a hail storm produced up to 1.75 inches (a size code of H5 with an intensity category of destructive) in “East Dallas” causing property damage cost of \$500,000. The NOAA/TORRO Hailstorm Intensity Scale ranks this as a H5, Destructive.

Previous Occurrences: Based on data from NCDC, there have been 17 hail events within the City of Dallas during the period of hazard analysis. Table 28 below lists each event, sorted by date, along with magnitude, deaths, injuries, and property damage.

Table 28: Hail Events in the City of Dallas (7/1/2005 – 6/30/2015)

Date	County	Location	Mag.	Deaths	Injuries	Property Damage
7/11/2005	DALLAS CO.	DALLAS	0.75	0	0	\$0
7/15/2005	DALLAS CO.	DALLAS	0.75	0	0	\$0
7/1/2006	DALLAS CO.	DALLAS	1	0	0	\$0
4/13/2007	DALLAS CO.	DALLAS	1.75	0	0	\$10,000.00

Date	County	Location	Mag.	Deaths	Injuries	Property Damage
5/24/2007	DALLAS CO.	DALLAS	0.88	0	0	\$0
2/5/2008	DALLAS CO.	DALLAS	1.75	0	0	\$5,000.00
7/8/2009	DALLAS CO.	DALLAS	1	0	0	\$0
5/22/2011	DALLAS CO.	DALLAS	1	0	0	\$0
5/23/2011	DALLAS CO.	DALLAS	0.75	0	0	\$0
5/24/2011	DALLAS CO.	DALLAS	1.5	0	0	\$8,000.00
5/24/2011	DALLAS CO.	EAST DALLAS	1	0	0	\$0
6/6/2012	DALLAS CO.	EAST DALLAS	0.88	0	0	\$0
6/13/2012	DALLAS CO.	EAST DALLAS	1.75	0	0	\$400,000.00
6/13/2012	DALLAS CO.	EAST DALLAS	1.75	0	0	\$100,000.00
3/9/2013	DALLAS CO.	(DAL) LOVE FLD DALLAS	1.25	0	0	\$3,000.00
4/27/2014	DALLAS CO.	DALLAS	0.75	0	0	\$0
5/8/2014	DALLAS CO.	(DAL) LOVE FLD DALLAS	0.88	0	0	\$0
Totals		17 Events	Average Magnitude: 1.14	0	0	\$526,000.00

Source: NCDC

Probability of Future Events: There have been 17 recorded hail events within the City of Dallas during the 10-year analysis period. This is an average of 1.7 events per year. Based on this, the Mitigation Working Group has elected to assign a value of Moderate to Occurrence. This ranks as a 3 on the HIRA Matrix.

Future Population Impact: According to the NCDC data, there have been no deaths or injuries as a result. Based on this information, the Mitigation Working Group has elected to assign a value of Negligible to Property Impact. This ranks as a 1 on the HIRA Matrix.

Future Property Impact: Hail can cause serious damage, notably to automobiles, aircraft, skylights, glass-roofed structures, livestock, and most commonly, farmers' crops. Hail damage to roofs often goes unnoticed until further structural damage is seen, such as leaks or cracks. It is hardest to recognize hail damage on shingled roofs and flat roofs, but all roofs have their own hail damage detection problems. Metal roofs are fairly resistant to hail damage, but may accumulate cosmetic damage in the form of dents and damaged coatings.

The City of Dallas has experienced \$526,000 in property damage from the 17 recorded hail events. This is an average of \$30,941.18 in damage per event. Based on this analysis, the Mitigation Working Group has elected to assign a value of Minor to Property Impact. This ranks as a 2 on the HIRA Matrix.

Future Area of Extent: Previous hail events have impacted between 25% and 50% of the planning area. The Mitigation Working Group has elected to assign a value of Moderate to Area of Extent. This is a value of 3 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Hail	2	1	3	1	1.8
	Minor	Negligible	Moderate	Concentrated	Low Hazard

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4.3.9 Hazardous Materials

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	There have been 204 hazardous material events during the hazard analysis period.	Based on previous occurrences, The City of Dallas can anticipate multiple hazard material events per year.
Effect on Population	There have been no injuries or deaths associated with hazardous materials incidents.	Based on previous occurrences, The City of Dallas can anticipate no hazard material injuries or deaths per year.
Effect on Property	There have been no reports of property damage associated with hazardous materials incidents.	Based on previous occurrences, The City of Dallas can anticipate no hazard material damages to property per year.
Area of Extent	Previous hazardous materials incidents have been limited to less than 10% of the city.	Based on previous occurrences, The City of Dallas can anticipate that future hazardous materials events will impact less than 10% of the city.
Public Perception of Vulnerability	Public comments received called for increasing awareness of hazardous locations, first responder training, and increasing inspections of hazardous materials sites.	

Vulnerability Narrative: The City of Dallas has Tier II facilities throughout the city. The residents and structures surrounding these facilities would be the most vulnerable to impact.

In addition, there are also 8 police stations, 57 fire stations, 23 hospitals, 52 DART Transit Hubs, and 206 schools within a 1-mile radius of a Tier I or Tier II facility. These facilities would be at greatest risk of impact from a Hazardous Materials event.

Hazard Description: A hazardous material is a biological, chemical or physical agent with the potential to cause harm to the environment or people on its own or when combined with other factors or materials. For the purposes of this mitigation plan, this hazard will include fixed site facilities, pipelines, and transportation incidents.

Hazardous materials incidents are technological (meaning non-natural hazards created or influenced by humans) events that involve large-scale accidental or intentional releases of chemical, biological, or radiological (nuclear) materials.

Pipeline incidents are typically incidents in which the pipeline is breached or fails. An estimated 2.2 million miles of pipelines carry hazardous materials throughout the United States – more than 77,000 miles of which is in Texas. Pipelines transport natural gas, crude or refined oils, fuels, and petrochemical products. Some pipelines also transport liquefied gases, such as carbon dioxide.

Hazardous materials come in the form of explosives, flammable and combustible substances, toxic releases and waste materials. These substances are most often released as a result of transportation accidents or because of chemical accidents in plants. Hazardous materials in various forms can cause death, serious injury, long-lasting health effects, and damage to buildings, homes, and other property. Many products containing hazardous chemicals are used and stored in homes routinely. These products are also shipped daily on the nation's highways, railroads, waterways, and pipelines.

Hazardous materials are monitored and recorded by the US Environmental Protection Agency (EPA) through the Toxics Release Inventory (TRI), which is a publically accessible database that contains information on toxic chemical releases and other hazardous materials activities.

Data is reported annually by certain industry groups and various federal agencies. This inventory was established under the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) and later expanded by the Pollution Prevention Act of 1990.

Each year, facilities that meet specified thresholds must report their releases and other waste management activities for listed toxic chemicals to the EPA and to their State or tribal entity. A facility must report incidents that meet the following criteria:

- The facility falls within one of the following industrial categories:
 - Manufacturing
 - Metal Mining
 - Coal Mining
 - Electric generating facilities that combust coal and/or soil,
 - Chemical wholesale distributors,
 - Petroleum terminals and bulk storage facilities,
 - RCRA Subtitle C treatment, storage and disposal (TSF) facilities, and
 - Solvent recovery services;
- Has 10 or more full time employees (or equivalent); and
- Manufactures or processes more than 25,000 pounds or uses more than 10,000 pounds of any listed chemical during the calendar year. Persistent, bio accumulative and toxic (PBT) chemicals are subject to different thresholds of 10 pounds, 100 pounds, or 0.1 grams, depending on the chemical

Tier 2 data is a publicly available database from the Texas Department of State Health Services Tier 2 Chemical Reporting Program. Under the community right-to-know regulations imposed at

the state and federal levels, all facilities that store significant quantities of hazardous chemicals must share this information with state and local emergency responders and planners.

Facilities in Texas share this information by filing annual hazardous chemical inventories with the state, Local Emergency Planning Committees (LEPCs), and local fire departments. The Texas Tier 2 reports contain facility identification information and detailed chemical data about the hazardous materials stored at the facility. A facility must report chemicals to the Tier 2 database if it meets the following criteria:

- Any company using chemicals that could present a physical or health hazard, or
 - If an industry has an Occupational Safety and Health Administration (OSHA) deemed chemical that exceeds the appropriate threshold at any point in time. These chemicals may be on a list of 356 Extremely Hazardous Substances (EHS), or may be one of the 650,000 reportable hazardous substances that do not appear on the EHS list.
- Hazardous Materials pose a secondary event risk to communities when they are involved in transportation accidents. Transport by ground, rail and sea is a common occurrence in the US.

Location and Extent of Hazard: The City of Dallas is home to over 1,400 industries and transporters of hazardous materials. The city has several Interstate highway routes that are designated as hazardous materials routes and several thousand pounds are transported thru the city on a daily basis. The city is also part of the radiological shipments for the Waste Isolation Pilot Plant (WIPP). WIPP shipments are conducted by The U.S. Department of Energy (DOE) developed the Transportation As part of the shipping protocols agreed to by the DOE, states and tribes, state officials are notified by DOE's Transportation Tracking and Communication System (TRANSCOM) two hours prior to a WIPP shipment entering the state.

In June 2007 a series of explosions occurred at the Southwest Industrial Gases, Inc. plant located near Downtown Dallas. The plant is a welding cutting supply plant and a gas and equipment distributor. The fire was caused due to a mechanical failure of pig-tailed acetylene cylinders. Two employees on the ground were engulfed in the explosion and were transported to Parkland Hospital. The explosion resulted in the closure of several major thoroughfares near downtown. The explosion from the plant caused debris to become airborne as the debris landed it caused smaller fires in the area of the explosion.

Previous Occurrences: Occurrences of the hazardous materials incident hazard are often dependent on external factors. An incident can be caused intentionally or accidentally, and may or may not involve human action. Major disaster events can be a major cause, as inundation by flood water or damage from high winds may result in a hazardous materials release. This is usually caused or exacerbated by damage to infrastructure, such as water supply/distribution and waste water treatment facilities.

Table 29: Total and Type of Hazardous Material Calls (7/1/2005 – 6/30/2015)

Year	03 – Hazardous Materials	12H – Gas Leak w/ HazMat	36 – Carbon Monoxide	71 – NBC Threat	Total
7/1/2005-	0	0	19	3	22
2006	0	0	17	3	20
2007	28	0	0	0	28

Year	03 – Hazardous Materials	12H – Gas Leak w/ HazMat	36 – Carbon Monoxide	71 – NBC Threat	Total
2008	70	5	0	2	77
2009	81	2	0	0	83
2010	113	2	6	0	121
2011	225	1	3	1	230
2012	225	50	5	44	324
2013	193	27	36	13	269
-6/30/2015	230	94	17	9	350
Totals	1165	181	84	72	1502

Source: Dallas Fire Rescue

Probability of Future Events: It's almost impossible to predict the statistical probability of future occurrences of the hazardous materials incident hazard, as there are simply too many variables, including human behavior. However, the number of possible points of origin for such an incident must be taken into account. Therefore, the Mitigation Working Group has elected to assign a value of Moderate to Occurrence. This is a value of 3 on the HIRA Matrix.

Future Property and Population Impact: Property, Facilities, and Infrastructure should experience few impacts from hazardous material events. A hazardous materials event would have little impact to structures that are outside of the immediate accident/incident area. Exception for this will depend on what type of chemical is involved and how close structures are to the location. For example, the 2013 West Fertilizer event was located outside the city limits of West but the blast zone for the ammonium nitrate was enough to level the structures in the immediate area. The temporary closing of city facilities may be required if they are located in or near an evacuation area. Prolonged evacuations may require the city to open shelters for residents who were ordered to evacuate.

April 2013, an ammonium nitrate explosion occurred at the West Fertilizer Company storage and distribution facility in West, Texas while emergency services personnel were responding to a fire at the facility. At least 15 people were killed, more than 160 were injured and more than 150 buildings were damaged or destroyed. Investigations confirmed that ammonium nitrate was the trigger for the explosion.

On the 23rd, March 2005, a hydrocarbon vapor cloud explosion occurred at the isomerization process unit at BP's Texas City refinery in Texas City, Texas, killing 15 workers and injuring more than 170 others. The Texas City Refinery was the second largest oil refinery in the state, and the third-largest in the United States with an input capacity of 437,000 barrels per day as of January 1, 2000. Both incidents occurred in Texas. Although incidences of this size are rare, smaller scale incidents, those requiring a response and evacuation or other protective measures, are relatively common. Depending on the severity of the incident, the potential impact to life and property is great in Dallas. Incidents can cause multiple fatalities.

Depending on the severity of the incident, the potential impact to life and property is great in Dallas. Incidents can cause multiple fatalities, completely shut down facilities (and the surrounding area) for days or weeks, and cause extensive property and infrastructure damage.

Weather conditions can directly impact how a hazardous materials incident develops or can be the initiator of the incident, as in the case of facilities impacted by a tornado. Noncompliance with fire and building codes can substantially increase damage from an incident, as the containment features may not be up to standards.

Based on this information, the Mitigation Working Group has elected to assign a value of “Negligible” to Population and Property. This is a value of 1 on the HIRA.

Future Area of Extent: The extent of future hazardous material incidents would be directly limited to the area around the incident. Based on this information, the Mitigation Working Group has elected to assign a value of “Concentrated” to Area of Extent. This is a value of 1 on the HIRA.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Hazardous Materials	3	1	1	1	1.8
	Moderate	Minor	Minor	Concentrated	Low Hazard

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4.3.10 High Winds

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	There have been 25 high wind events in the City of Dallas during the analysis period.	Based on historical data, The City of Dallas can anticipate 2.5 high wind events per year.
Effect on Population	High wind events in the City of Dallas during the analysis period have caused no deaths or injuries.	Based on historical data, The City of Dallas can anticipate no injuries or deaths during the next high wind event.
Effect on Property	Hail events in the City of Dallas during the analysis period have caused \$136,500 in property damage.	Based on historical data, the City of Dallas can anticipate \$5,460.00 in property damage during the next high wind event.
Area of Extent	High wind events in the City of Dallas have affected all areas within the city limits.	Based on previous occurrences and current climatological conditions, high wind is anticipated to have a major area of extent, impacting over 50% of the City of Dallas.
Public Perception of Vulnerability	Public comments received called for better radar technology and “preparedness for evacuation of buildings during high winds.”	

Vulnerability Narrative: High winds can occur suddenly and without warning. Damages sustained from “micro and macro-bursts, straight line, and other types of winds” can cause significant damages to structures, infrastructure, and vehicles throughout the City of Dallas. The entire City is equally exposed to the damage risks associated with high winds. Typically, incidents are fairly localized and damages associated with individual events are relatively limited.

There are also 8 police stations, 57 fire stations, 23 hospitals, 52 DART Transit Hubs, and 206 schools at risk of impact from High Winds.

Hazard Description: Wind is defined as the motion of air relative to the earth's surface. The horizontal component of the three-dimensional flow and the near-surface wind phenomenon are the most significant aspects of the hazard.

Straight-line winds are often responsible for most of the wind damage associated with a thunderstorm. These winds are often confused with Tornadoes because of similar damage and wind speeds. However, the strong and gusty winds associated with straight-line winds blow roughly in a straight line unlike the rotating winds of a tornado. Downbursts or microbursts are examples of damaging straight-line winds. A downburst is a small area of rapidly descending rain and rain-cooled air beneath a thunderstorm that produces a violent, localized downdraft covering 2.5 miles or less.

Wind speeds in some of the stronger downbursts can reach 100 to 150 miles per hour, which is similar to that of a strong tornado. The winds produced from a downburst often occur in one direction, and the worst damage is usually on the forward side of the downburst.

Location of Hazard: High Winds are a meteorological event and affect the entire planning area equally.

Extent of Hazard: The Beaufort Wind Scale is representative of the damage from high winds Dallas County may endure. For example, in 2007 a high wind storm of a Beaufort Wind Scale Force 11 (60 knots) was reported as causing damage resulting no structures being damaged or destroyed. The Beaufort Wind Scale allows planners in the community to assess historical data and mitigate for future high wind storms.

Force	Wind speed (knots)	WMO Designation	Appearance of Wind Effects	
			On Water	On Land
0	Less Than 1	Calm	Sea surface smooth and mirror-like	Calm, smoke rises vertically
1	1-3	Light Air	Scaly ripples, no foam crests	Smoke drift indicates wind direction, still wind vanes
2	4-6	Light Breeze	Small wavelets, crests glassy, no breaking	Wind felt on face, leaves rustle, vanes begin to move
3	7-10	Gentle Breeze	Large wavelets, crests begin to break, scattered whitecaps	Leaves and small twigs constantly moving, light flags extended
4	11-16	Moderate Breeze	Small waves 1-4 ft. becoming longer, numerous whitecaps	Dust, leaves, and loose paper lifted, small tree branches move
5	17-21	Fresh Breeze	Moderate waves 4-8 ft. taking longer form, many whitecaps, some spray	Small trees in leaf begin to sway
6	22-27	Strong Breeze	Larger waves 8-13 ft., whitecaps common, more spray	Larger tree branches moving, whistling in wires

Force	Wind speed (knots)	WMO Designation	Appearance of Wind Effects	
			On Water	On Land
7	28-33	Near Gale	Sea heaps up, waves 13-20 ft., white foam streaks off breakers	Whole trees moving, resistance felt walking against wind
8	34-40	Gale	Moderately high (13-20 ft.) waves of greater length, edges of crests begin to break into spindrift, foam blown in streaks	Whole trees in motion, resistance felt walking against wind
9	41-47	Strong Gale	High waves (20 ft.), sea begins to roll, dense streaks of foam, spray may reduce visibility	Slight structural damage occurs, slate blows off roofs
10	48-55	Storm	Very high waves (20-30 ft.) with overhanging crests, sea white with densely blown foam, heavy rolling, lowered visibility	Seldom experienced on land, trees broken or uprooted, "considerable structural damage"
11	56-63	Violent Storm	Exceptionally high (30-45 ft.) waves, foam patches cover sea, visibility more reduced	
12	64+	Hurricane	Air filled with foam, waves over 45 ft., sea completely white with driving spray, visibility greatly reduced	

Source: NOAA – National Climatic Data Center

Below is a chart documenting the extent range of events experienced by the City of Dallas. It can be anticipated that future events will fall within that range.

Hazard Type	Extent (based on historical events)		Comments
	Minimum	Maximum	
High Winds	Force 8	Force 11	A thunderstorm on July 14, 2014 produced 52 MPH (Force 10) winds at Redbird Airport. The windstorm caused \$40,000 in damage, no deaths, and no injuries.

Previous Occurrences: According to data available from the National Climatic Data Center, there have been 25 high wind events affecting the City of Dallas. Those events are depicted in Table 30.

Table 30 – High Wind Events (7/1/2005-6/30/2015)

Date	County	Location	Type	Mag.	Deaths	Injuries	Property Damage
7/11/2005	DALLAS CO.	DALLAS	Thunderstorm Wind	52	0	0	\$0
7/15/2005	DALLAS CO.	DALLAS	Thunderstorm Wind	54	0	0	\$0
9/28/2005	DALLAS CO.	DALLAS	Thunderstorm Wind	50	0	0	\$5,000.00
8/27/2006	DALLAS CO.	DALLAS	Thunderstorm Wind	50	0	0	\$3,000.00
4/24/2007	DALLAS CO.	DALLAS	Thunderstorm Wind	60	0	0	\$0
4/24/2007	DALLAS CO.	DALLAS-FT WORTH INTL	Thunderstorm Wind	55	0	0	\$0
5/2/2007	DALLAS CO.	DALLAS	Thunderstorm Wind	53	0	0	\$0
6/3/2007	DALLAS CO.	DALLAS-FT WORTH INTL	Thunderstorm Wind	55	0	0	\$0
10/15/2007	DALLAS CO.	DALLAS	Thunderstorm Wind	50	0	0	\$8,000.00
4/10/2008	DALLAS CO.	DALLAS	Thunderstorm Wind	50	0	0	\$1,000.00
4/10/2008	DALLAS CO.	DALLAS LOVE FLD	Thunderstorm Wind	50	0	0	\$0
6/17/2008	DALLAS CO.	DALLAS-FT WORTH INTL	Thunderstorm Wind	56	0	0	\$0
6/10/2009	DALLAS CO.	(DFW) DALLAS-FT WORTH	Thunderstorm Wind	56	0	0	\$4,000.00
6/10/2009	DALLAS CO.	DALLAS REDBIRD ARPT	Thunderstorm Wind	62	0	0	\$4,000.00
4/23/2011	DALLAS CO.	(DFW) DALLAS-FT WORTH	Thunderstorm Wind	50	0	0	\$3,000.00
5/24/2011	DALLAS CO.	(DAL) LOVE FLD DALLAS	Thunderstorm Wind	65	0	0	\$5,000.00
5/29/2012	DALLAS CO.	(DAL) LOVE FLD DALLAS	Thunderstorm Wind	50	0	0	\$4,000.00
7/20/2012	DALLAS CO.	(DFW) DALLAS-FT WORTH	Thunderstorm Wind	56	0	0	\$0
12/19/2012	DALLAS CO.	(DAL) LOVE FLD DALLAS	Thunderstorm Wind	57	0	0	\$5,000.00
5/8/2014	DALLAS CO.	(DAL) LOVE FLD DALLAS	Thunderstorm Wind	52	0	0	\$50,000.00
5/25/2014	DALLAS CO.	(DFW) DALLAS-FT WORTH	Thunderstorm Wind	50	0	0	\$4,000.00
7/14/2014	DALLAS CO.	(RBD) REDBIRD ARPT DA	Thunderstorm Wind	52	0	0	\$40,000.00

Date	County	Location	Type	Mag.	Deaths	Injuries	Property Damage
8/16/2014	DALLAS CO.	(DAL) LOVE FLD DALLAS	Thunderstorm Wind	56	0	0	\$500
10/2/2014	DALLAS CO.	(DAL) LOVE FLD DALLAS	Thunderstorm Wind	56	0	0	\$0
10/2/2014	DALLAS CO.	(RBD) REDBIRD ARPT DA	Thunderstorm Wind	57	0	0	\$0
Totals			25 Events		0	0	\$136,500.00

Source: National Climatic Data Center

Future Occurrences: According to data available from the National Climatic Data Center, there have been 25 high wind events occurring in the City of Dallas during the 10-year analysis period. The City of Dallas can expect 2.5 high wind events per year. Based on this information, the Mitigation Working Group has elected to assign a value of “Chronic” to Occurrence. This is represented as a 4 in the HIRA Matrix.

Future Population Impact: According to data available from the National Climatic Data Center, there have been no deaths or injuries associated with high winds in the City of Dallas. Based on this information, the Mitigation Working Group has elected to assign a value of “Negligible” to Effect on Population. This is represented by a 1 on the HIRA Matrix.

Future Property Impact: All property throughout the planning area has an equal chance of being affect by high wind. According to the NCDC data, there have been \$136,500 in damage from 25 wind events during the period of hazard analysis. This is an average of \$5,460 per event. Based on this information, the Mitigation Working Group has elected to assign a value of “Minor” to Effect on Property. This is represented as a 2 on the HIRA Matrix.

Future Area of Extent: As a meteorological hazard, high wind events occur equally throughout the entire planning area. Based on this, the Mitigation Working Group has elected to assign a value of Minor to Area of Extent. This is represented by a 2 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
High Winds	4	1	2	2	2
	Chronic	Negligible	Minor	Minor	Moderate Hazard

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4.3.11 Lightning

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	The City of Dallas has had 4 lightning strike events within the city limits.	The City of Dallas can anticipate .4 lightning strikes per year.
Effect on Population	No deaths or injuries have been reported from lightning strikes within the City of Dallas.	The City of Dallas can anticipate no deaths or injuries in future lightning strike events.
Effect on Property	Lightning strikes within the City of Dallas have caused \$110,000.00 in property damage.	The City of Dallas can anticipate \$27,500.00
Area of Extent	Previous lightning strikes within the city of Dallas have had a limited area of extent, affecting less than 10% of the City.	Future lightning strikes can be anticipated to have a limited area of extent, affecting less than 10% of the City.
Public Perception of Vulnerability	No public comments received.	

Vulnerability Narrative: Whiling lightning traditionally affects taller skyscraper-type buildings, lightning within the City of Dallas has, historically, struck structures of all shapes and sizes. All structures and populations within the City are equally vulnerable to the effects of lightning strikes.

In addition, there are also 8 police stations, 57 fire stations, 23 hospitals, 52 DART Transit Hubs, and 206 schools at risk of impact from Lightning.

Hazard Description: Lightning is a sudden electrostatic discharge during an electrical storm between electrically charged regions of a cloud (called intra-cloud lightning or IC), between that cloud and another cloud (CC lightning), or between a cloud and the ground (CG lightning). The charged regions in the atmosphere temporarily equalize themselves through this discharge referred to as a strike if it hits an object on the ground. Although lightning is always accompanied by the sound of thunder, distant lightning may be seen but be too far away for the thunder to be heard. A lightning strike forms a visible plasma.

Location and Extent of Hazard: All locations within the planning area are vulnerable to lightning. Lightning can occur throughout the planning area.

Previous Occurrences: There have been 4 lightning strike events within the City of Dallas, based on data from the NCDL. They are documented below in Table 31. Magnitude was not provided in the dataset.

Table 31 – Lightning Occurrences in the City of Dallas (7/1/2005 – 6/30/2015)

Date	County Name	Location	Magnitude	Deaths	Injuries	Property Damage
8/27/2006	DALLAS CO.	DALLAS		0	0	\$5,000.00
6/11/2009	DALLAS CO.	EAGLE FORD		0	0	\$50,000.00
5/24/2011	DALLAS CO.	EAST DALLAS		0	0	\$45,000.00
6/9/2015	DALLAS CO.	MEADERS		0	0	\$10,000.00
Totals		4 Events		0	0	\$110,000.00

Source: NCDL

Probability of Future Events: Based on data from the National Climatic Data Center, there have been 4 lightning strikes within the City of Dallas between 7/1/2005 and June 30, 2015. This is an average of .4 events per year. Based on this information, the Mitigation Working Group has elected to assign a value of Rare. This is a value of 1 on the HIRA Matrix.

Future Property Impact: Lightning strikes have caused \$110,000.00 in property damage during the period of analysis. Based on the 4 lightning strikes recorded by NCDL, this is an average of \$27,500 per lightning strike. Based on this analysis, the Mitigation Working Group has elected to assign a value of Minor. This is a value of 2 on the HIRA Matrix.

Future Population Impact: Lightning strikes have caused no deaths or injuries within the City of Dallas. Based on this analysis, the Mitigation Working Group has elected to assign a value of Negligible. This is a value of 1 on the HIRA Matrix.

Future Area of Extent: Lightning strikes have an extremely limited area of extent. Future area of extent can be anticipated to affect a single property within the city. The Mitigation Working Group has elected to assign a value of Concentrated. This is a value of 1 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Lightning	1	1	1	1	1
	Rare	Negligible	Negligible	Concentrated	Low Hazard

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4.3.12 Severe Winter Storm

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	The City of Dallas has experienced 19 severe winter storm events.	The City of Dallas can anticipate 1.9 severe winter storm events per year.
Effect on Population	There has been 1 recorded death and no recorded injuries from severe winter storm events.	The City of Dallas can anticipate less than 1 death and no injuries in the next severe winter storm event.
Effect on Property	Severe winter storms have caused \$4,000,000 in property damage in the City of Dallas.	Based on a total of 19 events, this is an average of \$210,526.32 per event.
Area of Extent	Severe winter storms have previously impacted 100% of Dallas.	Based on historical occurrence, severe winter storms are predicated to impact 100% of Dallas.
Public Perception of Vulnerability	Public comments received included “critical transport continuity”, “shelters”, and “winter weather service vehicles.”	

Vulnerability Narrative: Severe winter storms have an increased impact on vulnerable populations and properties, including the elderly and impoverished individuals. These storms would also have an increased impact on streets and highways, especially overpasses.

In addition, there are also 8 police stations, 57 fire stations, 23 hospitals, 52 DART Transit Hubs, and 206 schools at risk of impact from Severe Winter Storm.

Hazard Description: A winter storm is an event in which the varieties of precipitation are formed that only occur at low temperatures, such as snow or sleet, or a rainstorm where ground temperatures are low enough to allow ice to form (i.e. freezing rain). Heavy showers of freezing rain are one of the most dangerous types of winter storm. They typically occur when a layer of warm air hovers over a region, but the ambient temperature a few meters above the ground is near or below 0 °C (32 °F), and the ground temperature is sub-freezing.

Winter weather occurs every year in Dallas but not every storm is severe. Each year, the City experiences some level of ice accumulation and dangerous environmental conditions. The main impact from winter weather to the City is icy roads and loss of power. In 2011, while hosting the Super Bowl, the region experienced a historical winter weather event. Historical snow accumulations blanketed the area and most jurisdictions did not have sufficient snow removal equipment.

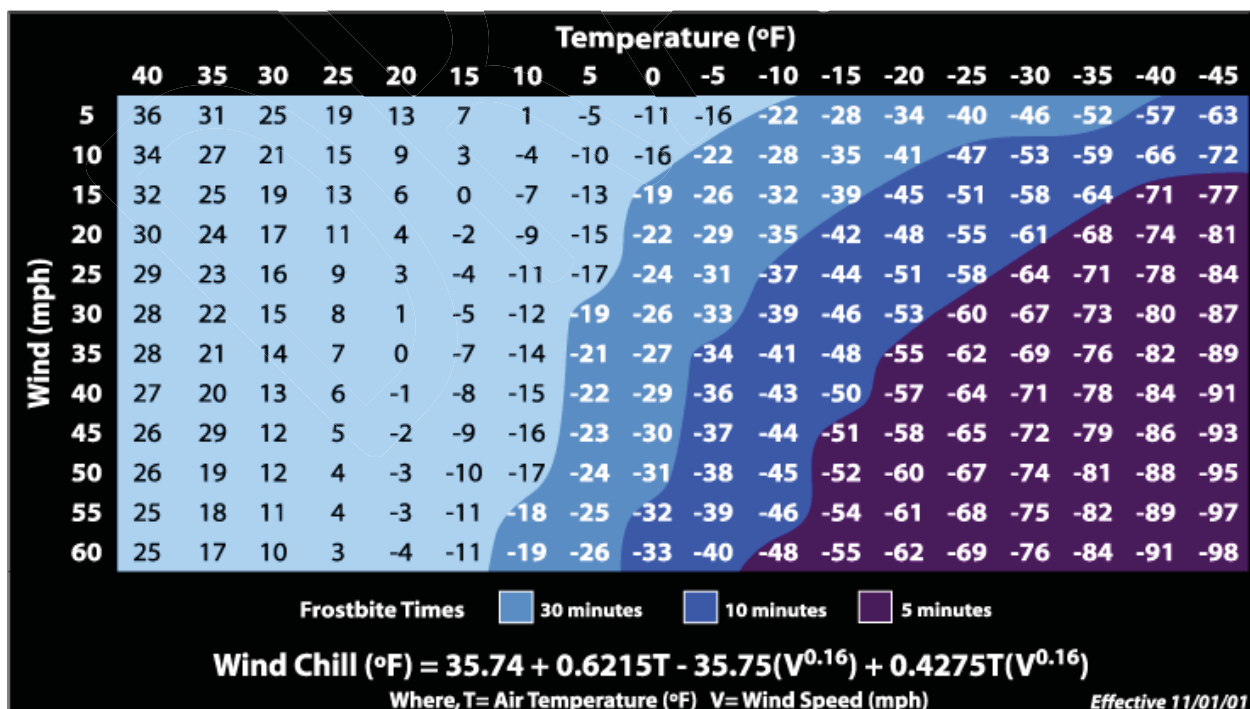
The National Climatic Data Center has several data sets for severe winter storms, including ice storms, winter weather, and winter storm. The City of Dallas has elected to include a compilation of those sets in order to capture the most data for analysis.

Location and Extent of Hazard: Severe winter storms are metrological hazards and affect the entire planning area equally.

The index used by the National Weather Service to measure the wind chill temperature was developed in 2001.



Wind Chill Chart



The Wind Chill Chart displays the frostbite times in regards to temperature and wind. This chart allows the communities to prepare for severe winter storms or an ice event. These events are infrequent but can cause damage. The primary areas of concern are on bridges and roadways.

The Sperry-Piltz Ice Accumulation Index, or “SPIA Index” – Copyright, February, 2009

ICE DAMAGE INDEX	DAMAGE AND IMPACT DESCRIPTIONS
0	Minimal risk of damage to exposed utility systems; no alerts or advisories needed for crews, few outages.
1	Some isolated or localized utility interruptions are possible, typically lasting only a few hours. Roads and bridges may become slick and hazardous.
2	Scattered utility interruptions expected, typically lasting 12 to 24 hours. Roads and travel conditions may be extremely hazardous due to ice accumulation.
3	Numerous utility interruptions with some damage to main feeder lines and equipment expected. Tree limb damage is excessive. Outages lasting 1 – 5 days.
4	Prolonged & widespread utility interruptions with extensive damage to main distribution feeder lines & some high voltage transmission lines/structures. Outages lasting 5 – 10 days.
5	Catastrophic damage to entire exposed utility systems, including both distribution and transmission networks. Outages could last several weeks in some areas. Shelters needed.

(Categories of damage are based upon combinations of precipitation totals, temperatures and wind speeds/directions.)

Source: <http://www.spia-index.com/SPIAIndexDescription.png>

The SPIA index chart allow for a community to prepare for a winter or an ice storm event. These events are infrequent but can cause damage. The primary areas of concern are on bridges, roadways and utility infrastructure including electric and natural gas supply lines.

According to the National Climatic Data Center, the planning area experienced 19 winter storm/ice events between 2005 and 2015 that resulted in one death and property damage worth \$4 million dollars. The magnitude of these events ranged from 3-5 inches of snow fall, 1-3 inches of sleet, and up to an inch of ice accumulation. It can be expected that any future events will be similar in magnitude.

Previous Occurrences: Table 32 below lists the 19 severe winter storm events occurring within the planning area during the hazard analysis period, as obtained from the National Climatic Data Center. Magnitude was not provided by the data source.

Table 32: City of Dallas Severe Winter Storm Events (7/1/2005 – 6/30/2015)

Date	Location	Type	Deaths	Injuries	Property Damage
12/7/2005	DALLAS (ZONE)	Winter Storm	0	0	\$0
2/18/2006	DALLAS (ZONE)	Winter Weather	0	0	\$0
11/30/2006	DALLAS (ZONE)	Winter Storm	0	0	\$20,000.00
1/13/2007	DALLAS (ZONE)	Ice Storm	0	0	\$50,000.00
1/17/2007	DALLAS (ZONE)	Winter Weather	0	0	\$20,000.00
2/1/2007	DALLAS (ZONE)	Winter Weather	0	0	\$0
12/15/2008	DALLAS (ZONE)	Winter Weather	0	0	\$0
12/23/2008	DALLAS (ZONE)	Winter Weather	0	0	\$0
1/5/2009	DALLAS (ZONE)	Winter Weather	0	0	\$35,000.00
1/27/2009	DALLAS (ZONE)	Ice Storm	1	0	\$300,000.00
12/24/2009	DALLAS (ZONE)	Winter Weather	0	0	\$250,000.00
1/7/2010	DALLAS (ZONE)	Winter Weather	0	0	\$700,000.00
3/20/2010	DALLAS (ZONE)	Winter Weather	0	0	\$100,000.00
2/1/2011	DALLAS (ZONE)	Ice Storm	0	0	\$500,000.00
12/5/2013	DALLAS (ZONE)	Winter Storm	0	0	\$2,000,000.00
2/10/2014	DALLAS (ZONE)	Winter Weather	0	0	\$0
2/22/2015	DALLAS (ZONE)	Winter Storm	0	0	\$25,000.00
3/4/2015	DALLAS (ZONE)	Winter Weather	0	0	\$0
3/5/2015	DALLAS (ZONE)	Winter Weather	0	0	\$0
Totals		19 Events	1	0	\$4,000,000

Probability of Future Events: According to the National Climatic Data Center, 19 winter storm events occurred during the 10-year hazard analysis period. This is an average of 1.9 events per year. Based on this information, the Mitigation Working Group has elected to assign a value of Moderate to Occurrence. This is a value of 3 on the HIRA Matrix.

Future Population Impact: Direct impacts on the public during a winter weather event are power outages, injury or death from traffic accidents, and fires caused by space heaters. Power outages in are normally caused by ice accumulation on power lines, fallen trees from ice, and heavy demand on the electrical grid. In 2014 The Electric Reliability Council of Texas stated impact to the electrical grid was driven by demand and not from damage to the grid system. Deaths and injuries during a winter weather event are predominantly caused by traffic accidents. The Texas Department of Public Safety states that 75% of fatalities during winter weather are traffic accident related.

According to the National Climatic Data Center, there has been 1 death and no injuries from severe winter storms. Based on a total of 19 events, this is an average of 0.05 deaths and no injuries per event. Based on this information, the Mitigation Working Group has elected to assign a value of Negligible to Population Impact. This is a 1 on the HIRA Matrix.

Future Property Impact: The major impact during winter weather are to roads. In ice and snow events, the roads in Dallas could be hazardous to navigate until the area is treated. Streets Department may need to work around the clock to treat city streets clear and available for use. Ice and snow can damage power lines by weighing them down or causing trees to fall from the weight of the ice onto active lines. Subfreezing temperatures can cause pipes to freeze and burst causing damage to the inside of the building or home. In rare occurrences the City experiences heavy snow which can put stress on a structures roof and support structure.

According to the National Climatic Data Center, severe winter storms have caused \$4,000,000 in property damage. Based on a total of 19 events, this is an average of \$210,526.32 per event. Based on this analysis, the Mitigation Working Group has elected to assign a value of Moderate to Property Impact. This is a value of 3 on the HIRA Matrix.

Area of Extent: Severe winter storms affect the entire city. The Mitigation Working Group has elected to assign a value of Pervasive to Population Impact. This is a 4 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Severe Winter Storm	1	1	3	4	1.9
	Rare	Negligible	Moderate	Pervasive	Low Hazard

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4.3.13 Terrorism

This section contains information classified as sensitive by the City of Dallas Office of Emergency Management. Specific information directly related to Terrorism vulnerabilities is located in **Appendix C – Sensitive Information**, which is not available to the general public. To receive this appendix, contact the Office of Emergency Management.

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	There have been two previous occurrences of Terrorism in the City of Dallas.	REDACTED
Effect on Population	There have been no injuries or deaths directly caused by Terrorism in the City of Dallas.	REDACTED
Effect on Property	Previous occurrences of terrorism have had minimal impacts to property.	REDACTED
Area of Extent	Previous occurrences of Terrorism in the City of Dallas have been limited, impacting less than 10% of the City.	REDACTED
Public Perception of Vulnerability	Public comments received included hardening infrastructure, and increasing warning system contingencies.	

Vulnerability Narrative: The City of Dallas ranks as the ninth-largest city in the United States and the third-largest in Texas. Within the City of Dallas, there are numerous facilities deemed Critical Infrastructure and Key Resource (CIKR) facilities. Each of these facilities is a target of terrorism and each increases the vulnerability of the City. Considering the potential effects on population and property, the planning team ranks this as a moderate hazard.

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4.3.14 Tornado

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	There have been 4 tornados in the City of Dallas between 7/1/2005 and 6/30/2015	Based on previous occurrences, The City of Dallas can anticipate .4 tornado events per year.
Effect on Population	There have been 11 injuries and no deaths directly caused by the 4 tornado events affecting the City of Dallas.	Based on previous occurrences, the City of Dallas can anticipate 2.75 injuries and 0 deaths per event.
Effect on Property	The total amount of property damage from 4 tornado occurrences in the City of Dallas is \$880,000.	Based on previous occurrences, the City of Dallas can anticipate approximately \$220,000 in damage per tornado event.
Area of Extent	Previous tornado events in the City of Dallas have had a small area of extent, less than 1 square mile.	Based on previous occurrences, the City of Dallas can anticipate a similar area of extent in future tornado events, less than 1 square mile.
Public Perception of Vulnerability	Public comments received included “bury electric lines”, “cell phone notifications”, and “wind protection standards.”	

Vulnerability Narrative: All buildings and populations are equally at risk for a tornado event. In addition, there are also 8 police stations, 57 fire stations, 23 hospitals, 52 DART Transit Hubs, and 206 schools at risk of impact from Tornado.

Hazard Description: A tornado is a violently rotating column of air that is in contact with both the surface of the earth and a cumulonimbus cloud or, in rare cases, the base of a cumulus cloud. Tornadoes come in many shapes and sizes, but they are typically in the form of a visible condensation funnel, whose narrow end touches the earth and is often encircled by a cloud of debris and dust. Most tornadoes have wind speeds less than 110 miles per hour (180 km/h), are about 250 feet (80 m) across, and travel a few miles (several kilometers) before dissipating. The most extreme tornadoes can attain wind speeds of more than 300 miles per hour (480 km/h), stretch more than two miles (3 km) across, and stay on the ground for dozens of miles (more than 100 km).

Location and Extent of Hazard: Because tornado events are metrological in nature, all of the planning area is equally at risk of a tornado event. This includes all buildings and all populations.

Extent for tornados is measured by the Enhanced Fujita Scale, a derivative of the Fujita Scale. The six categories for the EF scale are listed below (Table 33), in order of increasing intensity. Although the wind speeds and photographic damage examples are updated, the damage descriptions given are those from the Fujita scale, which are more or less still accurate. However, for the actual EF scale in practice, damage indicators (the type of structure which has been damaged) are predominately used in determining the tornado intensity.

Table 33: Enhanced Fujita Scale

Scale	Estimated Wind Speed (MPH)	Relative Frequency	Potential Damage
EF0	65–85	53.5%	Minor or no damage. Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over. Confirmed tornadoes with no reported damage (i.e., those that remain in open fields) are always rated EF0.
EF1	86–110	31.6%	Moderate damage. Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.
EF2	111–135	10.7%	Considerable damage. Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
EF3	136–165	3.4%	Severe damage. Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations are badly damaged.
EF4	166–200	0.7%	Extreme damage. Well-constructed and whole frame houses completely leveled; cars and other large objects thrown and small missiles generated.
EF5	>200	<0.1%	Total destruction of buildings. Strong framed, well built houses leveled off foundations and

Scale	Estimated Wind Speed (MPH)	Relative Frequency	Potential Damage
			swept away; steel-reinforced concrete structures are critically damaged; tall buildings collapse or have severe structural deformations; some cars, trucks and train cars can be thrown approximately 1 mile (1.6 kilometers).

Source: NOAA

Below is a chart documenting the historic extent of Tornado events with the City of Dallas. It can be anticipated that future events will occur within this scope.

Hazard Type	Extent (based on historical events)		Comments
	Minimum	Maximum	
Tornado	EF0	EF2	On April 13, 2007, an EF0 tornado caused damages to trees, fences, and apartment roof damage totaling \$50,000. No deaths or injuries were reported as a result of the event.

Previous Occurrences: There have been 4 tornado events affecting the City of Dallas. These include tornados that started elsewhere but crossed into the City limits. Each event is listed below in Table 35, sorted by date, and includes magnitude (EF rating), deaths, injuries, and property damage.

Table 35: Tornado Occurrences in City of Dallas (7/1/2005-6/30/2015)

Date	County Name	Origin	Magnitude	Deaths	Injuries	Property Damage
4/13/2007	DALLAS CO.	DALLAS	EF0	0	0	\$50,000.00
9/8/2010	DALLAS CO.	EAGLE FORD	EF2	0	1	\$750,000.00
4/3/2012	DALLAS CO.	DE SOTO CARROLL ARPT	EF2	0	10	\$0
Totals		3 Events		0	11	\$880,000

Probability of Future Events: There have been 3 tornado events affecting the City of Dallas during the period of analysis. This is an average of .3 events per year. Based on this

information, the Mitigation Working Group has elected to assign a value of Rare to occurrence. This is a value of 1 on the HIRA Matrix.

Future Property Impact: Severe winds associated with a tornado may severely damage or destroy structures and property. Structures can be completely destroyed or completely obliterated by winds and debris. Manufactured homes and vehicles can be carried several miles by a tornado. Manufactured homes can be severely damaged by weak tornadoes and could potentially drive up residential losses and increase displacement.

The total amount of property damage from 4 tornado occurrences in the City of Dallas is \$880,000. The average amount of damage per event is \$220,000. Based on this information, the Mitigation Working Group has elected to assign a value of Moderate to Property Impact. This is a value of 3 on the HIRA Matrix.

Future Population Impact: Tornadoes rank fourth among the most deadly weather patterns following heat, hurricanes and floods. In the United States death tolls from tornadoes vary from one year to the next. Since 2000 deaths associated with tornadoes have ranged from 21 in 2009 to 553 in 2011, with an average of 94 deaths a year during that time period. The high death toll in 2011 was due to the 2011 tornado outbreak in which 748 tornadoes occurred in the month of April, followed by a devastating tornado strike on Joplin Missouri in May. Tornadoes that occur at night tend to be the deadliest because the public who are asleep may not hear the tornado warning in time.

There have been 11 injuries and no deaths directly caused by the 4 tornado events affecting the City of Dallas. This is an average of 2.75 injuries and 0 deaths per event. Based on this information, the Mitigation Working Group has elected to assign a value of Minor to Population Impact. This is a value of 2 on the HIRA Matrix.

Future Area of Extent: Despite their incredibly destructive power, tornadoes generally have an extremely limited area of extent. The Fort Worth tornado that struck downtown Fort Worth in 2000 was rated an EF3, caused \$500 million in damage, killed 2 people, and injured 80 more only caused damage in a .56 square mile area (4 miles long, .14 miles wide).

Future tornadoes are anticipated to have similar damage patterns as the Fort Worth tornado. The Mitigation Working Group has elected to assign a value of Concentrated to Area of Extent. This is a value of 1 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Tornado	2	2	3	1	2.1
	Minor	Minor	Moderate	Concentrated	Moderate Hazard

4.3.15 Wildfire

Vulnerability Variable	Historical Impacts	Future Vulnerability
Occurrence	There have been 93 wildfire incidents within the City of Dallas between 7/1/2005 and 6/30/2015	Based on previous occurrences, the City of Dallas can anticipate 9.3 incidents of wildfire per year.
Effect on Population	Wildfire has caused no deaths or injuries within the City of Dallas.	Based on previous occurrences, The City of Dallas can anticipate no injuries or deaths in future wildfire incidents.
Effect on Property	Wildfire has caused no property damage within the City of Dallas	Based on previous occurrences, there City of Dallas can anticipate no property damage in future events.
Area of Extent	Previous wildfire have impacted less than 10% of the City of Dallas.	Based on the information available, wildfire is anticipated to have a Concentrated area of extent, impacting less than 10% of the City of Dallas.
Public Perception of Vulnerability	Public comments received included "Forest Fire service training."	

Vulnerability Narrative: Based on information from the Texas Forest Service's Wildfire Risk Assessment Portal, a GIS-based program for targeting wildfire vulnerability, it is estimated that 15% of the population (198,045 people) live in the Wildland-Urban Interface. Dallas is home to the world's largest urban forest, which leads to its increased Wildland-Urban Interface and Wildfire Threat Index.

In addition, there are also 2 police stations, 8 fire stations, 2 hospitals, 3 DART Transit Hubs, and 30 schools within the Wildland-Urban Interface.

Hazard Description: A wildfire or wildland fire is an uncontrolled fire in an area of combustible vegetation that occurs in the countryside area. Other names such as brush fire, bush fire, forest fire, desert fire, grass fire, hill fire, peat fire, vegetation fire, and veldfire may be used to describe the same phenomenon depending on the type of vegetation being burned, and the regional variant of English being used. A wildfire differs from other fires by its extensive size, the speed at which it can spread out from its original source, its potential to change direction unexpectedly, and its ability to jump gaps such as roads, rivers and fire breaks. Wildfires are characterized in terms of the cause of ignition, their physical properties such as speed of propagation, the combustible material present, and the effect of weather on the fire.

For the purposes of this plan, the City of Dallas defines a wildfire as meeting two of these three criteria:

- The size of the fire must be equal to or greater than one (1) acre
- The fire must require two (2) or more pumping apparatuses to extinguish
- The fire takes more than thirty (30) minutes to extinguish

Specific fires are discussed in Table 37.

Extent of Hazard: Extent of wildfire is measured through the Texas A&M Forest Service's Characteristic Fire Intensity Scale (FIS).

Characteristic Fire Intensity Scale (FIS) specifically identifies areas where significant fuel hazards and associated dangerous fire behavior potential exist based on a weighted average of four percentile weather categories. Similar to the Richter scale for earthquakes, FIS provides a standard scale to measure potential wildfire intensity. FIS consist of 5 classes where the order of magnitude between classes is ten-fold. The minimum class, Class 1, represents very low wildfire intensities and the maximum class, Class 5, represents very high wildfire intensities.

The table below (Table 36) documents the range of this scale and the acreage within the city limits.

Table 36: Wildfire Extent

Class		Description	Acres	Percent
0	Non-Burnable		195,658	79.4%
1	Very Low	Very small, discontinuous flames, usually less than 1 foot in length; very low rate of spread; no spotting. Fires are typically easy to suppress by firefighters with basic training and non-specialized equipment.	9,220	3.7%
1.5			12,907	5.2%
2	Low	Small flames, usually less than two feet long; small amount of very short range spotting possible. Fires are easy to suppress by trained firefighters with protective equipment and specialized tools.	7,349	3.0%
2.5			2,202	0.9%
3	Moderate	Flames up to 8 feet in length; short-range spotting is possible. Trained firefighters will find these fires difficult to suppress without support from aircraft or engines, but dozer and plows are generally effective. Increasing potential for harm or damage to life and property.	16,020	6.5%
3.5			9	0.0%
4	High	Large Flames, up to 30 feet in length; short-range spotting common; medium range spotting possible.	868	0.4%

Class		Description	Acres	Percent
4.5		Direct attack by trained firefighters, engines, and dozers is generally ineffective, indirect attack may be effective. Significant potential for harm or damage to life and property.	2,138	0.9%
5	Very High	Very large flames up to 150 feet in length; profuse short-range spotting, frequent long-range spotting; strong fire-induced winds. Indirect attack marginally effective at the head of the fire. Great potential for harm or damage to life and property.	0	0.0%
Total			246,371	100.0%

Source: Texas A&M Forest Service

Location of Hazard: Wildfire is a geographically-defined hazard. The primary threat of wildfire is in the southern areas of the city. The greatest wildfire threat is in the southwest, south of Interstate 20. Below are maps describing the Wildland Urban Interface (WUI), Wildfire Threat, and Property Values within the WUI.

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Map 3: Wildland-Urban Interface

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Map 4: Wildfire Threat

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Previous Occurrences: Wildfire events are common throughout Texas. The Bastrop County Complex fire in 2011 is the most famous Texas wildfire. The fire burned 34,356 acres of land, destroyed almost 1,700 homes caused 2 fatalities, and inflicted an estimated \$325 million of insured property damage. Two wildfires have occurred within Dallas County, one in Combine and one in the unincorporated county. The Combine fire burned 5 homes, completely destroying 1, along with “a few vehicles and some sheds” (NOAA, 2011).

Table 37 discusses wildfire occurrences within the City of Dallas.

Table 37: Wildfire Occurrences in City of Dallas (07/01/2005 – 06/30/2015)

Date	Location	Acreage Burned	Ignition Source/Cause	Deaths	Injuries	Value of Property Damaged (\$)
9/15/2007	Marvin D Love Acrd Nb / L B J Fwy Wb	1	Unknown	0	0	0
11/11/2007	401 E WHEATLAN D RD	20	Lg Mulch Co.	0	0	0
11/28/2007	1634 Nina Dr	1	Unknown	0	0	0
12/5/2007	E Camp Wisdom Rd / S R L Thornton Fwy Nb	1	Unknown	0	0	0
1/11/2008	L B J Acrd Eb / N Stemmons Nb L B J Eb Ramp Eb	1	Unknown	0	0	0
1/20/2008	800 Wideman Dr	1	Unknown	0	0	0
1/30/2008	733 Cliffview Dr	5	Unknown	0	0	0
2/4/2008	4500 W JEFFERSON BLVD	5	Unknown	0	0	0
2/27/2008	3320 Los Angeles Blvd	3	Unknown	0	0	0
6/24/2008	4398-4508 Spur 408 Nb	2	Unknown	0	0	0
6/28/2008	5248-5265 Handicap Cir	1	Unknown	0	0	0
7/27/2008	S R L Thornton Acrd Sb / W Ledbetter Dr	1	Unknown	0	0	0
7/29/2008	S LEDBETTER DR / W Kiest BLVD	1	Unknown	0	0	0

8/3/2008	4200 SINGLETON BLVD	1	Unknown	0	0	0
8/14/2008	Southerland Ave / Sargent Rd	20	Unknown	0	0	0
11/4/2008	2600 COOMBS CREEK DR	5	Unknown	0	0	0
11/9/2008	N Stemmons Fwy Sb / L B J Fwy Wb	2	Unknown	0	0	0
11/20/2008	524-535 BARNES BRIDGE RD	5	Unknown	0	0	0
12/25/2008	10500 Leroy Ct	1	Unknown	0	0	0
12/28/2008	C F Hawn Fwy Eb / S St Augustine Dr	2	Unknown	0	0	0
1/19/2009	Barnes Bridge Rd / Bobtown Rd	1	Assist Garland	0	0	0
1/20/2009	Forney Rd / Sam Houston Rd	1	Unknown	0	0	0
2/19/2009	S Walton Walker Blvd Sb / W Illinois Ave	1	Unknown	0	0	0
6/10/2009	2222 N St Augustine Dr	5	Arson	0	0	0
8/10/2009	L B J Fwy Eb / Plano Rd	1	Unknown	0	0	0
3/3/2010	3406 Los Angeles Blvd	3	Poss. Arson	0	0	0
3/29/2010	1257 S BELT LINE RD	5	Unknown	0	0	0
8/6/2010	3730 Mountain Creek Pkwy	30	Unknown	0	0	0
8/10/2010	C F Hawn Fwy Eb / Silverado Dr	1	Unknown	0	0	0
8/18/2010	E Laureland Rd / S R L Thornton Fwy Sb	2	Unknown	0	0	0
8/21/2010	6500 S LOOP 12	15	Unknown	0	0	0
8/29/2010	Seagoville Rd / Ranch Rd	5	Unknown	0	0	0

9/4/2010	L B J Fwy Wb / Plano Rd	1	Unknown	0	0	0
9/17/2010	28501 - 28699 L B J Fwy Wb	1	Unknown	0	0	0
12/14/2010	0 Kidd Springs Dr	2	Unknown	0	0	0
2/17/2011	Highland Hills Dr / Bonnie View Rd	5	Unknown	0	0	0
2/19/2011	Wandt Dr / W Camp Wisdom Rd	5	Unknown	0	0	0
2/24/2011	3103 Wheelock St	1	Unknown	0	0	0
3/31/2011	401 E Wheatland Rd	10	Lg Mulch Co.	0	0	0
5/8/2011	5599 Barnes Bridge Rd	2	Warming Fire	0	0	0
6/4/2011	5599 Barnes Bridge Rd	1	Cigarette	0	0	0
6/18/2011	L B J Ramp E / Spur 408	1	Unknown	0	0	0
7/22/2011	14550 Kleberg Rd	1	Unknown	0	0	0
8/11/2011	S MERRIFIELD RD / CAPELLA PARK AVE	3	Unknown	0	0	0
8/12/2011	3834 Kiest Knoll Dr	2	Unknown	0	0	0
8/20/2011	Mountain Creek Pkwy / W Kiest Blvd	1	Equipment Heat	0	0	0
8/20/2011	9215 WHITE ROCK TRL	5	Unknown	0	0	0
8/23/2011	9755 CLIFFORD DR	1	Unknown	0	0	0
8/29/2011	Kleberg Rd / C F Hawn Fwy Eb	5	Unknown	0	0	0
8/29/2011	Elam Rd / N Prairie Creek Rd	5	Unknown	0	0	0
9/4/2011	321 Calumet Ave	20	Unknown	0	0	0
9/6/2011	L B J Fwy Wb / Spur 408	15	Unknown	0	0	0
9/12/2011	3535 MARVIN D	1	Unknown	0	0	0

	LOVE SERV SB					
9/16/2011	CHALK HILL RD / W DAVIS ST	5	Unknown	0	0	0
9/24/2011	CHAPEL OAKS / CYPRESS WATERS BLVD	5	Unknown	0	0	0
9/24/2011	14901 North Lake Blvd	20	Assist Coppell	0	0	0
9/26/2011	14901 North Lake Blvd	20	Assist Coppell	0	0	0
10/7/2011	L B J Ramp Wb / S R L Thornton Fwy Nb	5	Unknown	0	0	0
1/1/2012	400 S PRAIRIE CREEK RD	5	Unknown	0	0	0
2/29/2012	3100 - 3199 Mcneil St	5	Unknown	0	0	0
7/2/2012	7600 W CAMP WISDOM RD	3	Poss. Fireworks	0	0	0
7/4/2012	L B J Fwy Eb / Mountain Creek Pkwy	1	Embers/Winds	0	0	0
7/15/2012	3501 Samuel Blvd	1	Unknown	0	0	0
7/23/2012	Eagle Ford Dr / Mountain Creek Pkwy	12	Unknown	0	0	0
7/24/2012	S Walton Walker Blvd Nb / W Illinois Ave	3	Unknown	0	0	0
8/12/2012	12037 Kleberg Rd	3	Unknown	0	0	0
11/10/2012	5477 Barnes Bridge Rd	1	Unknown	0	0	0
11/10/2012	5620 Parkdale Dr	1	Unknown	0	0	0
1/18/2013	2900 PRICHARD LN	1	Unknown	0	0	0
2/3/2013	18880 Marsh Ln	1	Arson	0	0	0
3/3/2013	40601 - 40659 L B J Fwy Wb	1	Unknown	0	0	0
3/5/2013	8001 L B J SERV WB	1	Power Lines	0	0	0

5/15/2013	5900 W DAVIS ST	1	Burn Pile	0	0	0
6/10/2013	Fm 1382 Hwy / Mansfield Rd	2	Unknown	0	0	0
7/9/2013	7529 Marietta Ln	1	Unknown	0	0	0
7/29/2013	8921 C F Hawn Fwy Eb	10	Unknown	0	0	0
8/21/2013	Scott St / Sunday St	2	Unknown	0	0	0
8/28/2013	I 20 WB / S BELT LINE RD	3	Unknown	0	0	0
9/9/2013	3116 S St Augustine Rd	1	Unknown	0	0	0
1/19/2014	Cleveland Rd / Bonnie View Rd	10	Unknown	0	0	0
1/23/2014	12217 QUINCY LN	1	Power Lines	0	0	0
1/29/2014	7333 E Northwest Hwy	1	Unknown	0	0	0
2/17/2014	13805 - 13899 L B J Fwy Wb	2	Unknown	0	0	0
3/19/2014	4601 W Kiest Blvd	2	Unknown	0	0	0
6/17/2014	11340 - 11398 C F Hawn Serv Eb	10	Unknown	0	0	0
7/23/2014	900 Pemberton Hill Rd	5	Unknown	0	0	0
7/27/2014	1301 N WALTON WALKER BLVD SB	4	Unknown	0	0	0
8/28/2014	Woody Rd / Greenhaw Ln	1	Unknown	0	0	0
8/28/2014	BRIERWOO D LN / S ST AUGUSTINE DR	15	Unknown	0	0	0
9/29/2014	2171 - 2191 DOWDY FERRY RD	3	Unknown	0	0	0
10/29/2014	5500 SCYENE RD	2	Unknown	0	0	0
11/19/2014	14101 - 14349	1	Unknown	0	0	0

	INTERSTAT E 20					
4/5/2015	5300 HIDDEN CT	8	Unknown	0	0	0

Probability of Future Events: There have been 93 previous occurrences of wildfire within the City of Dallas. According to the Texas A&M Forest Service's Texas Wildfire Risk Assessment for City of Dallas (Maps 3 and 4), the greatest areas of wildfire threat and risk are in the southern portions of the City. These risk areas bleed into western and central portions of the city. These areas are primarily classified as a 1 (Low) on the proprietary Wildfire Threat scale, but there is a southwestern area ranked as a 4 on the scale. Due to the limited scope of these fires (most approximately 1 acre in size), the Mitigation Working Group has elected to assign a value of Rare to Occurrence. This is a value of 1 on the HIRA Matrix.

Future Property Impact: Property impact based on previous occurrences is ranked as Minor. This is a value of 2 on the HIRA Matrix.

Based on 2014 Dallas County Appraisal District parcel data, the values of properties within the Wildland-Urban Interface total \$8,511,809,111. Each of these properties is equally at risk of being damaged by wildfire and their risk is greater than that of these outside the WUI. The location and distribution of these properties are depicted in Map 5. While we cannot predict future losses, the Mitigation Working Group will be targeting these areas in their wildfire mitigation action items.

Future Population Impact: There have been no previous deaths or injuries from wildfire. However, based on the population distributions described in Maps 3 and 5, Effect on Population is assigned a value of Minor.

Future Area of Extent: Most of the previous fires have been limited to 1 acre of damage. Area of Extent is assigned a value of Concentrated. This is a value of 1 on the HIRA Matrix.

Conclusion:

Hazard	Occurrence	Population	Property	Area of Extent	Vulnerability Value
Wildfire	1	2	2	1	1.5
	Rare	Minor	Minor	Concentrated	Low Hazard

Chapter 5: Mitigation Strategy

This chapter of the City of Dallas Local Mitigation Action Plan (LMAP) discusses the strategies and actions the City plans to take over the life of this document. The first section of this plan discusses the goals and objectives of the plan, broad statements outlining the direction that the City intends to conduct its mitigation program. The second section presents the action items the City has developed to lower its vulnerability over the life of the plan. These two sections intertwine to represent the City's mitigation program.

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5.1 Mitigation Goals and Objectives

Goal 1: *Protect life and property from the impacts of natural, technological, and man-made disasters.*

Objective 1.1: Reduce the risk posed to lives and property by frequently occurring hazard events and practices.

Objective 1.2: Focus on hazards that cause repetitive damage and/or pose severe risk.

Objective 1.3: Develop and implement strategies that make critical facilities and community assets, as well as private homes and businesses, more resistant to impact of hazard events.

Objective 1.4: Encourage preventative measures for existing and new development areas vulnerable to hazards, and develop strategies that support municipal efforts towards responsible development in hazard prone - areas.

Goal 2: *Enhance awareness and education of the risks associated with natural, technological, and human caused hazards.*

Objective 2.1: Determine what issues the public needs to understand about hazard mitigation.

Objective 2.2: Develop and execute education outreach programs to increase public awareness of both risks associated with hazards, and strategies that can be adopted to lessen the impact of hazard events.

Objective 2.3: Provide information on resources available for implementing mitigation strategies

Goal 3: *Build a hazard mitigation infrastructure and promote pre-disaster mitigation as the most effective means to reduce future disaster losses.*

Objective 3.1: Utilize the LMAP effectively by clearly communicating the process for plan implementation, maintenance, and updates. This includes helping the public understand what their role is in both disaster response and pre-disaster mitigation.

Objective 3.2: Identify agencies, personnel and resources available or needed to implement pre disaster mitigation activities and initiatives.

Objective 3.3: Enforce, track, and/or recommend Federal, State, and local legislation related to hazard mitigation.

Goal 4: *Promote growth in sustainable manner.*

Objective 4.1: Incorporate hazard mitigation into long-range planning, budgeting and development activities.

Objective 4.2: Promote beneficial uses of hazardous areas while expanding space and recreational opportunities.

Objective 4.3: Prevent creation of future hazards to life and property.

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5.2 Potential Mitigation Actions

In accordance with Community Rating System 510 – Floodplain Management Planning, the City of Dallas is including all potential mitigation actions for lowering vulnerability to the hazards described in this plan. This is a systematic review that includes pros and cons of each action, sorted by each of the six floodplain management activities defined by the CRS program. While the CRS program is designed primarily for floodplain management, actions for all hazards discussed in this plan are listed in this section.

Each table lists the action, the cost, the pros/cons, and whether or not the action was slated for inclusion in the plan. Slated actions, including those not listed here, can be found in Section 5.3 - Slated Action Items.

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5.2.1 Preventative Activities

Preventative activities keep problems from getting worse. Actions that would increase vulnerability, like developing in a floodplain or improper construction practices, are limited through planning, land acquisition, or regulation. They are usually managed by building, zoning, planning, and/or code enforcement offices.

Preventative Activities Actions

Action	Hazards Addressed	Pros	Cons	Slated
Require New City Multi-Use Facilities to be Built to FEMA 361 Standards	Earthquake, High Winds, Tornadoes	Regulations are inexpensive	Actual construction of structures would be expensive	Yes
Adopt and Enforce the 2016 International Building Code	Dam and Levee Failure, Drought, Earthquake, Extreme Heat, Flooding, Hail, High Winds, Lightning, Severe Winter Storm, Terrorism, Tornado, Wildfire	Cost-Effective	None	Yes

5.2.2 Property Protection

Property protection activities are usually undertaken by property owners on a building-by-building or parcel basis.

Property Protection Actions

Action	Hazards Addressed	Pros	Cons	Slated
Develop and Adopt "Wildfire Defense" Ordinances for Properties in Wildland-Urban Interface Areas	Wildfire	Lowers wildfire risk for properties within the WUI.	Politically untenable	Yes
Buyout Properties in Hazardous Areas	Flooding, Dam Failure	Eliminates flood risk for residents/properties in 100-year floodplain	Expensive, requires voluntary participation	Yes

5.2.3 Natural Resource Protections

Natural resource protection activities preserve or restore natural areas or the natural functions of those areas. They are implemented by a variety of agencies, primarily parks, recreation, or conservation agencies or organizations.

Natural Resource Protections Actions

Action	Hazards Addressed	Pros	Cons	Slated
Purchase and Plant Trees on Publicly-Owned Lands to Limit Impacts of Severe Events	Drought, Dam Failure, Extreme Heat, Flooding, Hail, High Winds, Severe Winter Storms	Cost-effective	Politically untenable	Yes
Revise and Update Watershed Master Plans	Flooding	Cost-effective	None	Yes

5.2.4 Emergency Services

Emergency service measures are taken during an emergency to minimize its impact. These measures are usually the responsibility of city or county emergency management staff and the owners/operators of CI/KR.

Emergency Services Actions

Action	Hazards Addressed	Pros	Cons	Slated
Purchase and Distribute Hand Sanitizer Dispensers for Use in Schools	Biological Event	Cost-Effective	Requires voluntary participation by DISD	Yes
Purchase and Install Outdoor Warning Sirens	Aircraft Incident, Dam and Levee Failure, Flooding, Hail, Hazard Materials, High Winds, Terrorism, Tornado, Wildfire	Cost-effective	None	Yes

5.2.5 Structural Projects

Structural projects keep flood waters away from an area with a levee, reservoir, or other flood control measure. They are usually designed by engineers and managed or maintained by public works staff.

Structural Projects Actions

Action	Hazards Addressed	Pros	Cons	Slated
Decommission Lake Simmonds Dam	Dam Failure	100% eliminates dam failure risk.	Expensive	Yes
Correct and Prevent Degradation of Emerald Lake Dam	Dam Failure	Prevents dam failure in the future.	Expensive	Yes
Harden the Luna Vista Pump Station	Earthquake, Hail, High Winds, Lightning, Severe Winter Storm, Terrorism, Tornado	Cost-effective, ensures continuity of operation	None	Yes
Improve the Trinity River Levee System with improvements aimed at increasing their durability, longevity, and flood protection	Flooding	Mitigates potential loss	Expensive	Yes
Design and Construction of Erosion Control Projects	Flooding	Mitigates potential losses	Expensive	Yes

5.2.6 Public Information

Public information activities advise property owners, potential property owners, and visitors about the hazards, ways to protect people and property from the hazards, and the natural and beneficial functions of local floodplains. They are usually implemented by a public information office.

Public Information Actions

Action	Hazards Addressed	Pros	Cons	Slated
Purchase and Distribute NOAA All-Hazard Radios for Vulnerable Populations	Aircraft Incident, Biological Event, Dam and Levee Failure, Drought, Earthquake, Extreme Heat, Flooding, Hail, Hazard Materials, High Winds, Lightning, Severe Winter Storm, Terrorism, Tornado, Wildfire	Cost-effective	None	Yes
Develop and Implement a Comprehensive Private Mitigation Education Program	Aircraft Incident, Biological Event, Dam and Levee Failure, Drought, Earthquake, Extreme Heat, Flooding, Hail, Hazard Materials, High Winds, Lightning, Severe Winter Storm, Terrorism, Tornado, Wildfire	Cost-effective	None	Yes

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5.3 Slated Action Items

The flowing action items have been agreed upon by the Mitigation Working Group for inclusion in the Dallas Local Mitigation Action Plan.

City of Dallas Action Item	Purchase and Distribute NOAA All-Hazard Radios for Vulnerable Populations
Hazards Addressed	Aircraft Incident, Biological Event, Dam and Levee Failure, Drought, Earthquake, Extreme Heat, Flooding, Hail, Hazard Materials, High Winds, Lightning, Severe Winter Storm, Terrorism, Tornado, Wildfire
Goal/Objective	2.2
Priority	High
Cost	\$1,000,000
Funding Source(s)	HMGP, UASI
Matching Source(s)	Resident cost-match, general fund
Responsible Department	OEM
Cost-Effectiveness Statement	Early warning saves lives and property. By offering radios to vulnerable populations, the percentage of people receiving and responding to these messages approaches 100%.
Effect on Existing Construction	None
Effect on New Construction	None
Implementation Schedule	12 Months
Discussion	The City of Dallas will purchase a set number of NOAA weather radios, 18,000 radios per million dollar allocation, and distribute them to vulnerable populations.

City of Dallas Action Item	Decommission Lake Simmonds Dam
Hazards Addressed	Dam Failure
Goal/Objective	1.1
Priority	Low
Cost	\$7,000,000
Funding Source(s)	HMGP, UASI, City Funds
Matching Source(s)	General funds
Responsible Department	Parks and Recreation
Cost-Effectiveness Statement	The current maintenance costs associated with Lake Simmonds and its accompanying dam far exceed the value of the lake and dam. By decommissioning the dam, we protect lives and property while also saving the City money in upkeep costs.
Effect on Existing Construction	Existing property in the inundation area would no longer be at risk for damage from dam failure.
Effect on New Construction	New properties could be developed in the area that once was the inundation zone.
Implementation Schedule	>2 years
Discussion	Dallas Parks and Recreation owns and maintains the dam at Lake Simmonds. The costs associated with maintaining the lake and dam exceed the current value of the lake and dam. Parks and Rec wishes to decommission the dam and lake by draining the water and preventing it from collecting later on.

City of Dallas Action Item	Purchase and Plant Trees on Publicly-Owned Lands to Limit Impacts of Severe Events
Hazards Addressed	Drought, Dam Failure, Extreme Heat, Flooding, Hail, High Winds, Severe Winter Storms
Goal/Objective	4.2
Priority	High
Cost	\$1,000,000
Funding Source(s)	HMGP, City Funds
Matching Source(s)	General funds, private donations
Responsible Department	OEM, PKR, OEQ
Cost-Effectiveness Statement	Using the city of Davis, California as a model, existing data on the benefits and costs of municipal trees were applied to the results of a sample inventory of the city's public and private street trees. Results indicate that Davis maintained nearly 24,000 public street trees that provided \$1.2 million in net annual environmental and property value benefits, with a benefit–cost ratio of 3.8:1
Effect on Existing Construction	Existing structures would benefit from lower utility costs and increased protection from urban flooding.
Effect on New Construction	New facilities could be constructed in tree-dense areas, allowing them to benefit from lowered utility costs and increased protection from urban flooding.
Implementation Schedule	12-18 Months
Discussion	Countless studies have shown the positive effect of trees on numerous aspects of life, including protection from urban flooding by limiting storm water flow, lowering use of heating and air conditioning, removing pollutants from the air and water, protect roadways, and reduce wind speeds.

City of Dallas Action Item	Purchase and Install Automatic Gates at Low Water Crossings
Hazards Addressed	Flooding
Goal/Objective	1.1
Priority	High
Cost	\$25,000/site
Funding Source(s)	HMGP, FMA
Matching Source(s)	Local funds, donations, in-kind
Responsible Department	TWM
Cost-Effectiveness Statement	Flood gates prevent individuals from traveling through high water, saving lives.
Effect on Existing Construction	None
Effect on New Construction	New warning signs and gates would be added to low-water crossing locations.
Implementation Schedule	12 Months
Discussion	Automatic flood gates would be purchased and installed at low water crossings across the City. These would prevent vehicle travel across roads, protecting lives and property.

City of Dallas Action Item	Correct and Prevent Degradation of Emerald Lake Dam
Hazards Addressed	Dam Failure
Goal/Objective	1.1
Priority	Medium
Cost	\$1.5 Million
Funding Source(s)	HMGP, other state/federal grants
Matching Source(s)	Local funds, in-kind
Responsible Department	TWM
Cost-Effectiveness Statement	Maintenance costs related to preserving the dam at its current condition exceed costs associated with retrofitting the dam.
Effect on Existing Construction	Improvements would be made to the existing dam structure to decrease the likelihood of failure.
Effect on New Construction	None
Implementation Schedule	2 years
Discussion	Emerald Lake Dam was constructed through poor engineering practices and now is no longer compliant with TCEQ regulations. While not currently at risk of failure, improvements should be made soon to curtail damage. These improvements include improving primary and auxiliary spillways, raising the dam, armoring the primary spillway, and improving the downstream slope of the dam.

City of Dallas Action Item	Buyout Properties in Hazardous Areas
Hazards Addressed	Flooding, Dam Failure
Goal/Objective	1.3
Priority	High
Cost	Market Rate/Property
Funding Source(s)	HMGP, other state/federal grants
Matching Source(s)	Local funds, in-kind
Responsible Department	TWM
Cost-Effectiveness Statement	The investment of federal funds into purchasing properties in the floodplain is paltry compared to the amount of RL/SRL claims each year.
Effect on Existing Construction	Existing structures inside floodplains and dam inundation zones
Effect on New Construction	None
Implementation Schedule	12 Months
Discussion	This project would enable homeowners to voluntarily sell their vulnerable properties to the city. Eligible homes would be those in floodplains or dam inundation zones.

City of Dallas Action Item	Purchase and Install New Cameras in High Risk Areas
Hazards Addressed	Terrorism
Goal/Objective	3.1
Priority	Medium
Cost	TBD
Funding Source(s)	UASI, General Funds
Matching Source(s)	Local funds
Responsible Department	DPD, OEM
Cost-Effectiveness Statement	Better cameras would act as greater deterrents to crime, including terrorism.
Effect on Existing Construction	None
Effect on New Construction	None
Implementation Schedule	12 Months
Discussion	The existing camera system that Dallas Police Department uses is obsolete and does not currently meet the demands of a UASI jurisdiction with 1.5 million residents. This project would purchase and install new cameras that would increase the observability of critical infrastructure and key resources across the city.

City of Dallas Action Item	Purchase and Distribute Hand Sanitizer Dispensers for Use in Schools
Hazards Addressed	Biological Event
Goal/Objective	1.4
Priority	Medium
Cost	\$20/dispenser
Funding Source(s)	UASI, HHS grants, general funds
Matching Source(s)	Local funds, donations, matching partnership with schools
Responsible Department	OEM
Cost-Effectiveness Statement	Successful distribution of hand sanitizers can prevent disease outbreaks before they occur, protecting lives.
Effect on Existing Construction	None
Effect on New Construction	None
Implementation Schedule	12 Months
Discussion	Hand sanitizer dispensers would be distributed to schools within the City of Dallas, including public and private schools, to stop the spread of harmful pathogens before they lead to an outbreak.

City of Dallas Action Item	Harden the Luna Vista Pump Station
Hazards Addressed	Earthquake, Hail, High Winds, Lightning, Severe Winter Storm, Terrorism, Tornado,
Goal/Objective	1.3
Priority	Medium
Cost	\$75,000
Funding Source(s)	City Budget, HMGP
Matching Source(s)	Local funds, donations, in-kind
Responsible Department	TWM
Cost-Effectiveness Statement	Reinforcing the enclosure surrounding the Luna Vista Pump Station will decrease the amount of damage that occurs to the structure during events.
Effect on Existing Construction	Existing pump structure would be better protected against damage during events.
Effect on New Construction	None
Implementation Schedule	12-18 Months
Discussion	Project based on Guam Memorial Hospital Wind Mitigation (HSDL, 2005). Structure would be surrounded by a cage of reinforced chain link steel and concrete. The foundation of the structure would be augmented to protect against earthquake impacts. This will prevent damage from debris and unauthorized access. A lightning rod will be added to the structure to mitigate any increased risk of lightning damage.

City of Dallas Action Item	Develop and Implement a Comprehensive Private Mitigation Education Program
Hazards Addressed	Aircraft Incident, Biological Event, Dam and Levee Failure, Drought, Earthquake, Extreme Heat, Flooding, Hail, Hazard Materials, High Winds, Lightning, Severe Winter Storm, Terrorism, Tornado, Wildfire
Goal/Objective	2.3
Priority	High
Cost	\$20,000
Funding Source(s)	UASI, SHSP, HMGP, City Funds
Matching Source(s)	Local funds, donations, in-kind
Responsible Department	OEM
Cost-Effectiveness Statement	Public education programs
Effect on Existing Construction	None
Effect on New Construction	None
Implementation Schedule	18 Months
Discussion	This project would create a program for educating private residents on tools for mitigating their property against hazards. This program would be delivered to residents through public education meetings and presentations.

City of Dallas Action Item	Purchase and Install Outdoor Warning Sirens
Hazards Addressed	Aircraft Incident, Dam and Levee Failure, Flooding, Hail, Hazard Materials, High Winds, Terrorism, Tornado, Wildfire
Goal/Objective	1.3
Priority	Medium
Cost	35,000 per siren
Funding Source(s)	HMGP, General Fund
Matching Source(s)	Local funds, donations, in-kind, public-private partnerships
Responsible Department	OEM
Cost-Effectiveness Statement	Early warning saves lives and property. By increasing the amount of vulnerable populations that will be able to receive the warning notification, the percentage of people receiving and responding to these messages approaches 100%.
Effect on Existing Construction	None
Effect on New Construction	None
Implementation Schedule	12 Months
Discussion	The City of Dallas will purchase and install outdoor warning sirens in neighborhoods that are currently underserved by the existing warning system. This will increase the amount of residents who are able to hear the OWS and react accordingly.

City of Dallas Action Item	Develop and Adopt “Wildfire Defense” Ordinances for Properties in Wildland-Urban Interface Areas
Hazards Addressed	Wildfire
Goal/Objective	1.3
Priority	High
Cost	\$20,000
Funding Source(s)	General Fund
Matching Source(s)	N/A
Responsible Department	DFR Wildland Team, PUD
Cost-Effectiveness Statement	Regulations to limit or eliminate the impact of wildfire on private property would protect lives and property for minimal cost.
Effect on Existing Construction	Existing properties could be modified to meet the new regulations and ordinances.
Effect on New Construction	New properties constructed within designated areas would be required to meet new regulations and ordinances.
Implementation Schedule	Within 12 Months
Discussion	Ordinances would be adopted and enforced based on the location of a property.

City of Dallas Action Item	Require New City Multi-Use Facilities to be Built to FEMA 361 Standards.
Hazards Addressed	Earthquake, High Winds, Tornados
Goal/Objective	4.3
Priority	Medium
Cost	\$20,000
Funding Source(s)	General Funds
Matching Source(s)	None
Responsible Department	EBS, OEM
Cost-Effectiveness Statement	Building new facilities to FEMA 361 standards will not only protect them against damage during severe events, it will also enable them to act as public shelters during severe weather, saving lives.
Effect on Existing Construction	None.
Effect on New Construction	New city "multi-use" facilities would be constructed to the FEMA 361 standard.
Implementation Schedule	12 months
Discussion	

City of Dallas Action Item	Adopt and Enforce the 2016 International Building Code
Hazards Addressed	Dam and Levee Failure, Drought, Earthquake, Extreme Heat, Flooding, Hail, High Winds, Lightning, Severe Winter Storm, Terrorism, Tornado, Wildfire
Goal/Objective	4.3
Priority	High
Cost	\$20,000
Funding Source(s)	General Funds
Matching Source(s)	None
Responsible Department	SDC, Code Compliance, CMO
Cost-Effectiveness Statement	Adopting the 2016 International Building Code will save lives and money by ensuring that privately-owned buildings are protected against natural hazards.
Effect on Existing Construction	Existing buildings that meet the "Improved Property" ordinance threshold will be required to meet the new building code.
Effect on New Construction	New construction will be required to be in compliance with the new ordinance.
Implementation Schedule	12 months
Discussion	

City of Dallas Action Item	Provide WMD / CBRNE training for all members of the Hazmat Response Team at the CDP in Anniston, Alabama
Hazards Addressed	Hazardous Materials, Biological Event, Terrorism
Goal/Objective	1.1
Priority	High
Cost	\$250,000
Funding Source(s)	UASI
Matching Source(s)	General Fund
Responsible Department	DFR
Cost-Effectiveness Statement	Quick detection and mitigation will save many lives in the event of a Biological Event or a WMD Terrorism event. Training is the only way to prepare the team to respond and quickly mitigate an event of this nature.
Effect on Existing Construction	None
Effect on New Construction	None
Implementation Schedule	1-3 years
Discussion	Center for Domestic Preparedness is the only live agent training facility in the world. The training is provided at no cost. The only cost incurred by the city is the overtime and backfill for the members to be absent from duty to attend.

City of Dallas Action Item	Provide Confined Space training for all members of the Hazmat Response Team
Hazards Addressed	Hazardous Materials, Terrorism, Tornado
Goal/Objective	1.1
Priority	Moderate
Cost	\$150,000
Funding Source(s)	UASI
Matching Source(s)	General Fund
Responsible Department	DFR
Cost-Effectiveness Statement	Quick response and actions will ultimately help save lives and property.
Effect on Existing Construction	None
Effect on New Construction	None
Implementation Schedule	1-3 years
Discussion	Confined space emergencies are normally handled by USAR, but it is actually a Hazmat discipline. USAR cannot go into a confined space until the air quality has been monitored, and then has to be monitored for the duration that members are in the confined space. Hazmat provides the air monitoring.

City of Dallas Action Item	Provide Ropes training for all members of the Hazmat Response Team
Hazards Addressed	Hazardous Materials, Terrorism, Tornado
Goal/Objective	1.1
Priority	High
Cost	\$140,000
Funding Source(s)	UASI
Matching Source(s)	General Fund
Responsible Department	DFR
Cost-Effectiveness Statement	Quick response and actions will ultimately help save lives and property.
Effect on Existing Construction	None
Effect on New Construction	None
Implementation Schedule	1-3 years
Discussion	This course is a pre-requisite for the Confined Space training.

City of Dallas Action Item	Improve the Trinity River Levee System with improvements aimed at increasing their durability, longevity, and flood protection
Hazards Addressed	Flooding
Goal/Objective	1.2
Priority	High
Cost	\$485,106,000
Funding Source(s)	City Funds
Matching Source(s)	USACE
Responsible Department	TWM
Cost-Effectiveness Statement	The Dallas Floodway System protects over \$12 billion in property.
Effect on Existing Construction	Improvements to the Trinity River Levee System would reduce the risk of inundation to existing structures due to levee failure. Improvements to the interior drainage system would provide an additional layer of protection to properties and reduce the inundated areas.
Effect on New Construction	New properties could be developed in the area previously inundated by the interior drainage system.
Implementation Schedule	TBD
Discussion	The Trinity River Corridor Project is a multi-phase development of the Trinity River basin, which runs through a significant portion of Dallas. This project will augment and strengthen the levee system along the Trinity River basin thus mitigating the potential for Levee Failure. Improvements would be made to the interior drainage system to increase the capacity of the pump stations and storm sewer systems

City of Dallas Action Item	Revise and Update Watershed Master Plans
Hazards Addressed	Flooding
Goal/Objective	4.1
Priority	Medium
Cost	\$15,000,000
Funding Source(s)	FEMA HMGP, City Funds
Matching Source(s)	General Funds
Responsible Department	TWM
Cost-Effectiveness Statement	Implementation of mitigation projects based on current engineering allow the project to be designed for existing watershed conditions and not be under or over designed.
Effect on Existing Construction	Revised engineering and floodplain mapping will determine the extent of flooding through existing structures. The mitigation alternatives will identify structural and non-structural measures to remove properties from the floodplain.
Effect on New Construction	The identified mitigation alternatives can potentially reduce the flooding due to riverine and storm sewer flooding and allow for additional areas to be developed.
Implementation Schedule	TBD
Discussion	In that time that the City of Dallas has been developing watershed plans, there has been substantial development in many of the study areas. There has also been a significant advancement in topography and engineering methods. The watershed master plans will be updated with new engineering to verify the extent of mapping due to riverine and storm sewer flooding. The study will revise the recommended mitigation measures to alleviate the flooding problems through the watershed.

City of Dallas Action Item	Design and Construction of Erosion Control Projects for Streams within Dallas
Hazards Addressed	Flooding
Goal/Objective	4.1
Priority	Medium
Cost	\$11,594,000
Funding Source(s)	FEMA HMGP, City Funds
Matching Source(s)	General Funds
Responsible Department	TWM
Cost-Effectiveness Statement	Implementation of erosion control projects limit the threat of erosion during a storm event to the surrounding structures.
Effect on Existing Construction	Implementation of erosion control projects reduce the risk of structural failure of existing structures.
Effect on New Construction	New properties could be developed in the areas previously eroded by the stream.
Implementation Schedule	TBD
Discussion	Erosion protection of all structures identified on the City of Dallas Needs Inventory.

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DRAFT

Chapter 6: Maintenance

6.1 Plan Update

The Disaster Mitigation Act of 2000 requires that the City of Dallas Local Mitigation Action Plan be updated once every five years. The City of Dallas Office of Emergency Management Hazard Mitigation Specialist will be responsible for ensuring that this update is completed. The Mitigation Working Group will be involved to ensure all departments provide input into the planning process. The public will also be invited to participate in the process.

6.2 Plan Maintenance

Once formally adopted by council resolution the plan will be submitted to the Texas Department of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA). The plan will be revised and maintained as required under the guidance of the Hazard Mitigation Working Group members. Each revision will be formally adopted by the City of Dallas.

Public participation will be sought throughout the plan implementation, evaluation, and maintenance. This will be included in periodic presentations of the plans progress to the City of Dallas Public Safety Commission, annual questionnaires and surveys, public meetings, and postings on social media and the Office of Emergency Management's website.

Incorporating into Existing Planning Documents

It will be the responsibility of the Office of Emergency Management to determine additional implementation procedures when appropriate. This will include integrating the requirements of the City of Dallas Local Mitigation Plan into other City of Dallas planning documents or processes such as the following:

- ✓ Emergency Management Accreditation Program (EMAP) Standards
- ✓ Strategic plan
- ✓ Continuity of Operations Plans
- ✓ National Flood Insurance Community Rating System
- ✓ Ordinances, resolutions, and regulations

Specific points of integration are identified below in Table 38.

Technical assistance with hazard mitigation-related projects and programs will be conducted by the Office of Emergency Management. This includes, but is not limited to, public education presentations on the hazards identified in this plan, and various recommended mitigation strategies.

Opportunities to integrate the requirements of this plan into other planning mechanisms will continue to be identified through future meetings of the Mitigation Working Group and through the five year review process as required by FEMA.

Table 38 – LMAP Incorporation Processes

Local Planning Documents	Responsible Personnel	Integration Schedule	Integration Plan
City Budget	City Manager	Annually	Integration of mitigation projects identified in LMAP, grants, and other fiscal allowances for mitigation actions and related costs
Emergency Operations Plan updates	Senior Emergency Management Specialist - Planning	Reviewed Annually, updated as needed	EOP Mitigation annex updates based on LMAP HIRA; update preparedness, response and recovery actions related to identified hazards
Floodplain ordinances	Floodplain Manager	As needed	Enhance mitigation of flood hazards using LMAP flood data for floodplain management and community development.
Community Rating System Program	CRS Coordinator	Annually	
Capital improvement plans	Economic Development	Annually	Strengthen critical infrastructure and key resources based on LMAP hazard analysis, incorporate vulnerability data and action items.
Public Education Programs	Community Outreach Coordinator	Bi-annually	Update public education presentations to include new information about hazards and private mitigation projects.

Appendix A – Community Profile

Dallas is a major city in the State of Texas. While the city proper ranks ninth in the United States and third in Texas for population, it is also a part of the “D/FW Metroplex”, an urban conglomerate that ranks fourth in the US for population and sixth for economic output. Dallas is the largest component of the Metroplex in both population and economic output. In 2014, Dallas ranked 50th in *Foreign Policy*’s ranking of global cities.

History

In 1839, Warren Angus Ferris surveyed the area around present-day Dallas. John Neely Bryan established a permanent settlement near the Trinity River named Dallas in 1841. The Republic of Texas was annexed by the United States in 1845 and Dallas County was established the following year. Dallas was formally incorporated as a city on February 2, 1856.

With construction of railroads, Dallas became a business and trading center, and was booming by the end of the 19th century. It became an industrial city, attracting workers from Texas, the South and the Midwest. The Praetorian Building of 15 stories, built in 1909, was the first skyscraper west of the Mississippi and the tallest building in Texas for some time. It marked the prominence of Dallas as a city. A racetrack for Thoroughbreds was built and their owners established the Dallas Jockey Club. Trotters raced at a track in Fort Worth, where a similar Drivers Club was based. The rapid expansion of population increased competition for jobs and housing.

In 1958 a version of the integrated circuit was invented in Dallas by Jack Kilby of Texas Instruments; this event punctuated the Dallas area's development as a center for high-technology manufacturing (though the technology Mr. Kilby developed was soon usurped by a competing technology simultaneously developed in the "Silicon Valley" in California by engineers who would go on to form Intel Corporation). During the 1950s and 1960s, Dallas became the nation's third-largest technology center, with the growth of such companies as Ling-Temco-Vought (LTV Corporation) and Texas Instruments.

On November 22, 1963, President John F. Kennedy was assassinated on Elm Street while his motorcade passed through Dealey Plaza in downtown Dallas. The upper two floors of the building from which Lee Harvey Oswald shot Kennedy, the Texas School Book Depository, have been converted into a historical museum covering the former president's life and accomplishments.

In the late 1970s and early to mid-1980s, Dallas underwent the building boom which produced a distinctive contemporary profile for the downtown area and a prominent skyline, influenced by nationally acclaimed architects. By the 1980s, when the oil industry mostly relocated to Houston, Dallas was beginning to benefit from a burgeoning technology boom (driven by the growing computer and telecom industries), while continuing to be a center of banking and business. In 1983, voters in Dallas and area cities approved the creation of Dallas Area Rapid

Transit to replace the Dallas Transit System. Dallas annexed Audelia in 1981, and Renner in 1983. In 1984, the Dallas Museum of Art moved from Fair Park as one of the first buildings in downtown's Arts District. Also in 1984, the Republican National Convention was held in Dallas. In 1985, at the peak of the real estate boom, the 72-story Bank of America Plaza (then InterFirst Plaza) opened as the tallest building in Dallas. From the mid-to-late 1980s, many banks, especially in Dallas, collapsed during the Savings and Loan crisis, nearly destroying the city's economy and scrapping plans for hundreds of structures.

In the late 1990s, the booming telecom industry exploded in Dallas, especially in areas like Las Colinas and the Telecom Corridor. During this time, Dallas became known as Texas's Silicon Valley, or the "Silicon Prairie". Another recession prompted by the dot-com bubble-burst and the 2001 terrorist attacks hurt several of the city's vital industries. By 2004, signs of an economic turnaround began to appear. In 2005, three towers began construction amid tens of residential conversions and smaller residential projects. By the year 2010, the North Central Texas Council of Governments expects 10,000 residents to live within the loop. Just north, Uptown is one of the hottest real estate markets in the country. At the beginning of 2006, nine highrise residential buildings or hotels were under construction in that area. Leading the way is the \$500M phase two of Victory Park, a \$3B+ project. At full build-out, it should contain more than 4,000 residences and 4M ft² of office and retail space.

The Arts District in downtown is also expected to become a major point of growth. As the Dallas Center for the Performing Arts Foundation implements construction on several new projects in its master plan for the area. When the new Winspear Opera House (Foster and Partners) and Wyly Theatre (Office for Metropolitan Architecture - Rem Koolhaas) join the existing Nasher Sculpture Center (Renzo Piano) and Meyerson Symphony Center (I.M. Pei and Partners), Dallas will be the only city in the world that has four buildings within one contiguous block that are all designed by Pritzker Architecture Prize winners.

Demographics

As of the 2010 Census Dallas had a population of 1,197,816. The median age was 31.8.

According to the 2010 Census, 50.7% of the population was White (28.8% non-Hispanic white), 25.0% was Black or African American, 0.7% American Indian and Alaska Native, 2.9% Asian, 2.6% from two or more races. 42.4% of the total population was of Hispanic or Latino origin (they may be of any race).

There were 458,057 households at the 2010 census, out of which 29.1% had children under the age of 18 living with them, 36.1% were headed by married couples living together, 16.0% had a female householder with no husband present, and 42.0% were classified as non-family households. 33.7% of all households had one or more people under 18 years of age, and 17.6% had one or more people who was 65 years of age or older. The average household size was 2.57 and the average family size was 3.42.

Dallas is a major destination for Mexican immigrants. The southwestern portion of the city, particularly Oak Cliff is chiefly inhabited by Hispanic residents. The southeastern portion of the city Pleasant Grove is chiefly inhabited by black and Hispanic residents, while the southern portion of the city is predominantly black. The West and East sides of the city are predominately Hispanic; Garland also has a large Spanish speaking population. North Dallas is many enclaves of predominantly white, black and especially Hispanic residents.

Recognized for having the sixth largest lesbian, gay, bisexual, and transgender (LGBT) population in the nation, the Dallas metropolitan is widely noted for being home to a thriving and diverse LGBT community. Throughout the year there are many well-established LGBT events held in the area, most notably the annual Alan Ross Texas Freedom (Pride) Parade and Festival held every September since 1983 which draws tens of thousands from around the world. For decades, the Oak Lawn and Bishop Arts districts have been known as the epicenters of the LGBT community in Dallas.

Appendix B – Planning Process Documentation

DRAFT

Mitigation Working Group Kickoff Meeting
November 5, 2015

Participant Sign-in Sheet
(PLEASE PRINT CLEARLY)

NAME	AGENCY/DEPARTMENT	PHONE/FAX	E-MAIL
Dennis Alton	CERT	214-370-9089	dallen20@aatt.net
Shenice Hughes	City of Dallas Dallas Love Field	214-670-0548	shenice.hughes@dallascityhall.com
Jeanette Monahan	Susan Green	214 273 6688	jeanette@texasstress.org
Jen Edwards	CERT	214 557 0497	jen.edwards@gmail.com
Math Gurb.326	Texas Trains	214-500-9557	www.texasstress.org
Michael Gacini	Dallas County HSEM	214 663 6962	michael.gacini@dallascounty.org

Mitigation Working Group Kickoff Meeting
November 5, 2015

Participant Sign-in Sheet
(PLEASE PRINT CLEARLY)

NAME	AGENCY/DEPARTMENT	PHONE/FAX	E-MAIL
David Vespucci	CERT	972 804 3656	dvespucci@hotmail.com
David Cepaska	CERT	214 801 2708	David@dynamicgrowthstrategies.com
Jessica Baker	HAFF	214 217 6692	jbaker@ha/H.com
Joac Young	HAFF	214 217 6676	jyoung@ha/H.com
Don Knight	ATT	214 670-3224	don.knight@att.com
Kim Dewarilly	TWM-Floodplain	214-948-4119	kimberly.dewarilly@cityhall.com
Steve Parker	Team Floodplain	214-948-4666	steph.parker@cityhall.com
Kevin Owen	Gen		
Emily Black	PIO	713 569 0266	emily.black@cityhall.com

Mitigation Working Group Kickoff Meeting
November 5, 2015

Participant Sign-in Sheet
(PLEASE PRINT CLEARLY)

NAME	AGENCY/DEPARTMENT	PHONE/FAX	E-MAIL
DEBORAH LOCKHART	CERT	214-361-1665	DW.BEER@KYLET.COM
Lynn Brantley	DER/WARN	469-323-5810	lynn.brantley@dallascityhall.com
Yazmun Mendoza	CERT	214-529-7619	mendoza.yaz@hotmail.com
John Ozmun	CERT	214-557-4925	john.ozmun@cityhall.com
Ray Feagins	CERT	469-955-3826	rfeagins@aivall.com
Kevin Luper	DER/WILDLAND	817-439-3359	Kevin.Luper@dallascityhall.com
Andrea Wilson	NCTCOE	817-695-9911	AW.Wilson@nctcoe.org
Billy Riös	Twm	214-671-2130	billy.rios@dallascityhall.com
Rick McRay	Twm/Hc	214-670-7124	rick.mcrae@dallascityhall.com

Mitigation Working Group Meeting #2
January 20, 2016

Participant Sign-in Sheet
(PLEASE PRINT CLEARLY)

NAME	AGENCY/DEPARTMENT	PHONE/FAX	E-MAIL
Kevin Luper	DFR	817-939-3359	Kevin.Luper@DallasCityHall.com
Ryan Thornton	DFR	252-646-4417	thorntor79@yahoo.com
DEBORAH LOCKHART	CERT	214-341-4445	DEBORAH@IX.NETCOM.COM
Jessica Baker	Half	214-217-6692	jbaker@half.com
Jack Young	Half	214 217 6676	jyoung@half.com
Lynn Brantley	DFR	469-323-5810	lynn.brantley@dallascityhall.com
Dennis Banadya	TWM	214-671-0333	
Ray Feagins	CERT	469 955 3826	rfeagins@aivall.com
Dennis Allen	CERT	908-672-7749	dallen25@att.net

Participant Sign-in Sheet
(PLEASE PRINT CLEARLY)

[illegible]

Mitigation Working Group Meeting #3
March 16, 2016

Participant Sign-in Sheet
(PLEASE PRINT CLEARLY)

NAME	AGENCY/DEPARTMENT	PHONE/FAX	E-MAIL
Lynn Brantley	DFR - HARMAS	214/670-8555	lynn.brantley@dallascityhall.com
JAMES Oserbey	HARFF / TRINITY WATERWORKS MANAGEMENT	214-217-6621	joserbey@harff.com
MICHAEL GACIRI	DALLAS COUNTY - HSEM	214 653 6962	michael.gaciri@dallascounty.org
Jane Young	HARFF	214 217 6676	jyoung@harff.com
FIKE ABRAHAM	TWM - FP	214 - 948 - 4133	f.fike.abraham@dallascityhall.com
Don Knight	City Attorney	214-670-3224	don.knight@dallascityhall.com
Randy Payton	DWR	670-1201	Randy.Payton@dwr.texas.gov

Local Mitigation Action Plan Public Survey

The City of Dallas Office of Emergency Management needs your help to identify the hazards that most affect residents and visitors in Dallas. Please take a moment to answer a few questions about what hazards you feel affect the city the most and what you think the City should do to protect lives and property.

<http://app.keysurvey.com/votingmodule/s180/f/978244/e50c/>

Your assistance is greatly appreciated

Local Mitigation Action Plan Public Survey

The City of Dallas Office of Emergency Management needs your help to identify the hazards that most affect residents and visitors in Dallas. Please take a moment to answer a few questions about what hazards you feel affect the city the most and what you think the City should do to protect lives and property.

<http://app.keysurvey.com/votingmodule/s180/f/978244/e50c/>

Your assistance is greatly appreciated

LaGrassa, Nicholas

From: Snasel, Justin
Sent: Friday, October 02, 2015 12:01 PM
To: LaGrassa, Nicholas
Subject: FW: Courtesy Copy: Dallas OEM Public Survey: Local Mitigation Action Plan

Nick,

Here is a copy of the release as requested.

-Justin

From: City of Dallas [mailto:dallas@service.govdelivery.com]
Sent: Wednesday, September 30, 2015 10:12 AM
To: Hill, Richard <richard.hill@dallascityhall.com>; Lavender, Joel <joel.lavender@dallascityhall.com>; Clapper, Jeffrey <jeffrey.clapper@dallascityhall.com>; Ornelas, Estela <estela.ornelas@dallascityhall.com>; Fullwood, Margaret <margaret.fullwood@dallascityhall.com>; Sanchez, Amanda <amanda.sanchez@dallascityhall.com>; Webgroup <webgroup@dallascityhall.com>; Torres, Jose Luis <jose.torres@dallascityhall.com>; Evans, Jason <jason.evans@dallascityhall.com>; Syed, Sana <sana.syed@dallascityhall.com>; Schmidt, Judy <judy.schmidt@dallascityhall.com>; Cantril Dulac, Helen <helen.dulac@dallascityhall.com>; Black, Emily <emily.black@dallascityhall.com>; Gardner, Landon <landon.gardner@dallascityhall.com>; Hawkins, Andrea <andrea.hawkins@dallascityhall.com>; Snasel, Justin <justin.snasel@dallascityhall.com>; Allen, Brenda <brenda.allen@dallascityhall.com>; Gonzalez-Kurz, C.C. <c.gonzalezkurz@dallascityhall.com>; Williams, Shawn <shawnp.williams@dpd.ci.dallas.tx.us>
Subject: Courtesy Copy: Dallas OEM Public Survey: Local Mitigation Action Plan

This is a courtesy copy of an email bulletin sent by Justin Snasel.

This bulletin was sent to the following groups of people:

Subscribers of PIO - English Media List, PIO - News Releases, or PIO - Spanish Media List, (7757 recipients)

Dallas City News Releases | [View Online](#)



FOR IMMEDIATE RELEASE

September 30, 2015

FOR MORE INFORMATION CONTACT

Nicholas LaGrassa

214-670-4275

nicholas.lagrassa@dallascityhall.com

Public Survey: Local Mitigation Action Plan

The City of Dallas Office of Emergency Management (OEM) is conducting a public survey to collect information for residents on their perception of hazard vulnerability, both natural and man-made.

The data collections in this survey will be used for funding projects to lower the vulnerability of hazards identified in the plan. The survey will conclude on November 30, 2015.

We want to know: What hazards you feel affect the city the most? What you think the City should do to protect lives and property?

TAKE THE PUBLIC SURVEY

<http://app.keysurvey.com/votingmodule/s180/f/978244/e50c>

"Public perception of vulnerability is a huge part of this plan," Director of Emergency Management Rocky Vaz said. "It is important to us in the Office of Emergency Management that public concerns are heard and acted upon."

The Basic Plan outlines City's approach to emergency operations, providing general guidance for emergency management activities. This is an overview of the City's methods of mitigation, preparedness, response, and recovery.

The plan describes the City's emergency response organization and responsibilities for emergency tasks. This plan provides a framework for more specific responsibilities through accompanying Annexes. This plan applies to all City of Dallas officials, departments, and agencies.

"This survey will assist OEM in analyzing vulnerability of hazards on the City of Dallas," Vaz added. "Your assistance will directly lead to prioritization of mitigation actions."



City of Dallas

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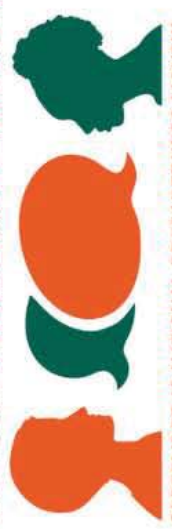
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FOLLOWERS
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FAVORITES
80

LISTS
1

MAKE YOUR EMERGENCY PLAN TODAY.



SEPTEMBER IS NATIONAL PREPAREDNESS MONTH!



2 2

DallasOEM @DallasOEM · Sep 1

To better plan for emergencies, we need YOUR input on hazards & how to limit impacts to the City. Click for survey: ow.ly/RDs30

RETWEETS
4

FAVORITES
3



9:45 AM - 1 Sep 2015 · Details

DallasOEM @DallasOEM · Sep 1

RT "When roads are flooded, Turn Around. Don't Drown. It may save your life!"

<https://twitter.com/DallasOEM/status/534567890> #NatlPrep Wk 1 - #floodsafety.

City of Dallas- Office of Em...

https://www.facebook.com/OEMDallas

Most Visited

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Suggested Sites

Web Slice Gallery

AMERICA'S PrepareAthon!

FEMA

Ready

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Comment

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Brenda Arevalo de Vizcarra likes this.

City of Dallas- Office of Emergency Management

September 1 at 9:45am

Office of Emergency Management Plans and Programs

Dallas OEM works continually to improve our plans to mitigate, prepare, respond, and recover from emergencies. This survey lets residents weigh in...

DALLASCITYHALL.COM

Like

Comment

Share

1 share

City of Dallas- Office of Emergency Management

September 1 at 5:56am

Several of those listed potential incidents could happen in Dallas. I just moved from the city but tornadoes, aircraft incidents, HazMat/Terrorism. The 737 and Airbus planes taking and landing at Love Field fly over very populated areas of housing and businesses (and fly very low to these areas when on approach or taking off).

You ask a good question. Educate the residents on the hazards. Get them to understand the hazards. Explain in detail and in simple terms. Provide mitigation procedures to them on what they can do if such incidents happen. Provide a list of emergency items/food stock that they should have on hand that is reasonable.

Seems like Dallas has terrible bad luck with power issues when severe storms roll in, ice, or high winds. My apt complex lost power several times over the past 2 years due to storms. Its frustrating when it is hot or cold. I have lived in other cities in Arkansas, Oklahoma and California and never had that much bad luck with power grid issues.

Yesterday at 2:11am

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US National Weather Service For...

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National Terrorism Advisory System (...)

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100%

4:49 PM

9/3/2015

Public Forum Notice



The City of Dallas Office of Emergency Management is hosting a **public meeting** addressing residents' views and opinions about vulnerability to local disasters.

Lochwood Branch Library
December 16, 2015
6:30pm to 7:30pm

For more information contact:
Office of Emergency Management at (214) 670-4275



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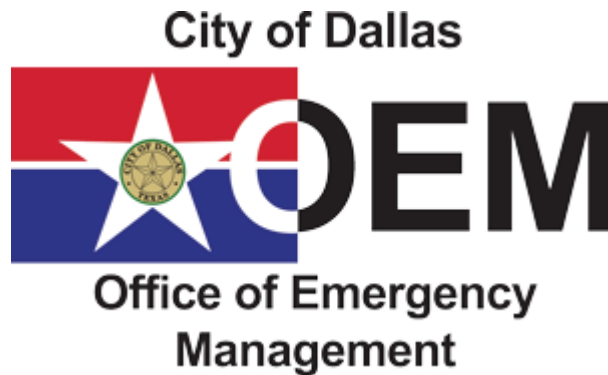


Dallas PublicLibrary @dallaslibrary · Dec 15

Disasters don't give fair warning before they hit. Be prepared before they do: come to a public meeting hosted by ... [fb.me/OpA57i2Y](#)



Public Forum Notice

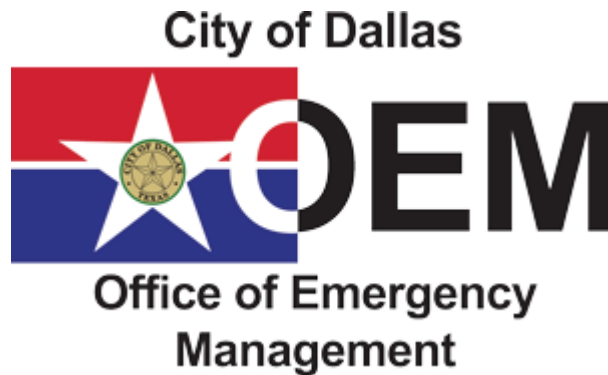


The City of Dallas Office of Emergency Management is hosting a **public meeting** addressing residents' views and opinions about vulnerability to local disasters.

Pleasant Grove Public Library
February 17, 2016
6:00pm to 7:00pm

For more information contact:
Office of Emergency Management at (214) 670-4275

Public Forum Notice

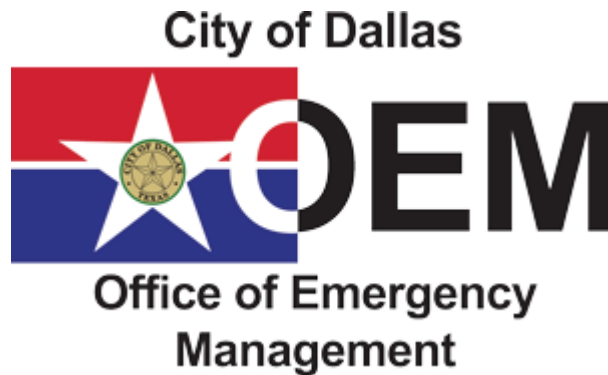


The City of Dallas Office of Emergency Management is hosting a **public meeting** addressing residents' views and opinions about vulnerability to local disasters.

Hampton-Illinois Branch Library
April 13, 2016
5:30pm

For more information contact:
Office of Emergency Management at (214) 670-4275

Public Forum Notice



The City of Dallas Office of Emergency Management is hosting a **public meeting** addressing residents' views and opinions about vulnerability to local disasters.

Oak Lawn Public Library
June 28, 2016
6:30pm

For more information contact:
Office of Emergency Management at (214) 670-4275

Appendix C – Sensitive Information

If you are reading this, you have received a publicly-distributed version of the City of Dallas Local Mitigation Action Plan. This copy does not contain sensitive information. To request a copy of Appendix C – Sensitive Information, please contact the Office of Emergency Management.

DRAFT

Appendix D – Consequence Analysis

DRAFT



City of Dallas
CONSEQUENCE ANALYSIS
2014

Dallas Office of Emergency Management
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City of Dallas Consequence Analysis

City of Dallas Consequence Analysis (CA)

The Consequence Analysis (CA) and Appendices have been approved for implantation by

Rocky Vaz
Director, Office of Emergency Management

Date

Contents

Section 1: Purpose	4
Section 2: Objective	4
Section 3: Relationship to the Emergency Operations Plan (EOP)	4
Section 4: Authority	4
Section 5: Situation	4
Section 6: Assumptions	4
Section 7: Functional Roles and Responsibilities	4
Section 8: Logistics Support and Resource Requirements	5
Section 9: Plan Maintenance	5
Section 10: Execution	5
Hazards	5
Modeling	5
Approach	6
Section 11: Consequence Analysis	7
11.1.1 Tornado	7
Impact on the Public	7
Impact on the Responder	7
Continuity of Operations/Delivery of Services	8
Property, Facilities, and Infrastructure	8
Impact on the Environment	8
Impact on the Economy	9
Public Confidence in Governance	9
Summary Table	9
11.1.2 Flood/Dam Levee Failure	10
Impact on the Public	10
Impact on the Responder	10
Continuity of Operations/Service Delivery	11
Property, Facilities, and Infrastructure	11
Impact on Environment	11
Impact on Economy	12
Public Confidence in Governance	12

City of Dallas Consequence Analysis

Summary Table.....	13
11.1.3 Winter Weather.....	13
Impact on the Public.....	13
Impact on the Responder.....	14
Continuity of Operations/Delivery of Services	14
Property, Facilities, and Infrastructure.....	14
Impact on the Environment	14
Impact on the Economy	14
Public Confidence in Governance	14
Summary Table.....	15
11.1.4: Earthquake	15
Impact on the Public.....	15
Impact on the Responder.....	15
Continuity of Operations/Delivery of Services	15
Property, Facilities, and Infrastructure.....	16
Impacts on the Environment	16
Impacts on the Economy.....	16
Public Confidence in Governance	16
Summary Table.....	16
11.1.5: Drought.....	17
Impact on the Public.....	17
Impact on the Responder.....	17
Continuity of Operations/Delivery of Services	17
Property, Facilities, and Infrastructure.....	17
Impact on Environment	17
Impact on the Economy	18
Public Confidence in Governance	18
Summary Table.....	18
11.1.6: Extreme Heat.....	19
Impact on the Public.....	19
Impact on the Responder.....	19
Continuity of Operations/Delivery of Service	19

City of Dallas Consequence Analysis

Property, Facilities, and Infrastructure.....	19
Impact on the Environment	19
Impact on Economy	20
Public Confidence in Governance	20
Summary Table.....	20
11.1.7 Severe Weather (Hail, High Wind & Lightning)	21
Impact on the Public.....	21
Impact on the Responders	21
Continuity of Operations/Delivery of Service	21
Property, Facilities, and Infrastructure.....	21
Impact on the Environment	21
Impact on Economy	21
Public Confidence in Governance	22
Summary Table.....	22
11.1.8 Hazardous Materials Incident	23
Impact on the Public.....	23
Impact on the Responder.....	23
Continuity of Operations/Delivery of Service	23
Property, Facilities, and Infrastructure.....	23
Impacts on Environment	23
Impacts on Economy.....	24
Public Confidence in Governance	24
Summary Table.....	24
11.1.9 Biological	25
Impact on the Public.....	25
Impact on the Responder.....	25
Continuity of Operations/Delivery of Services	25
Property, Facilities, and Infrastructure.....	25
Impact on Environment	26
Impact to Economy	26
Public Confidence in Governance	26
Summary Table.....	27

City of Dallas Consequence Analysis

11.1.10 Airport/Aircraft Crash	28
Impact on the Public.....	28
Impact on the Responder	28
Continuity of Operations/Delivery of Services	28
Property, Facilities, and Infrastructure.....	28
Impact to Environment	28
Impact to Economy	28
Public Confidence in Governance	28
Summary Table.....	29
11.1.10 Terrorism	30
Impact on the Public.....	30
Impact on the Responder	30
Continuity of Operations/Delivery of Services	30
Property, Facilities, Infrastructure.....	31
Impact on Environment	31
Impact on Economy	31
Public Confidence in Governance	31
Summary Table.....	32

City of Dallas Consequence Analysis

Section 1: Purpose

The Consequence Analysis (CA) contained in this document is reflective of the hazards identified in the Hazard Identification and Risk Assessment (HIRA). This document considers the impact on the public; responders; continuity of operations; including delivery of services; property; facilities and infrastructure; the environment; the economic condition of the jurisdiction and public confidence in the jurisdictions governance.

Section 2: Objective

The objective of this Consequence Analysis (CA) is to model worst case hazard scenarios to identify the potential reach and effect of hypothetical worst case natural or human caused incidents that can cause serious harm to the public and the environment from short term exposures to mitigate the severity of the incidents that do occur.

Section 3: Relationship to the Emergency Operations Plan (EOP)

This document complies with the requirements of the Emergency Operations Plan. Users of this document should be familiar with the Emergency Operations Plan.

Section 4: Authority

Chapter 14B, City of Dallas Charter, Ordinance# 15983; 17226; 25834)

Section 5: Situation

The City of Dallas faces a variety of natural and human caused hazards. As such, Dallas shall conduct a Consequence Analysis (CA) to identify the risks and gaps the Dallas Office of Emergency Management will need to consider closely. This analysis will allow the City to prepare more effectively for hazards likely to cause negative impacts to residents, visitors, and businesses.

Section 6: Assumptions

- The City of Dallas is aware of the hazards that pose a threat to the City, and this Consequence Analysis (CA) will confirm that awareness and further clarify what hazards need to be paid special attention;
- Hazards identified as high risk will receive special attention but the City will continue to planning and preparedness for all hazards that pose a threat;
- Natural and human caused hazards are often relatively unpredictable, this assessment is conducted based on information currently available and the conclusions made are not definite.
- The Dallas Office of Emergency Management will use this Consequence Analysis (CA) as part of foundation for the Hazard Mitigation Plan.

Section 7: Functional Roles and Responsibilities

Emergency Management: The Office of Emergency Management is tasked with conduct a periodic Consequence Analysis (CA) based on the Hazard Identification and Risk Assessment.

City of Dallas Consequence Analysis

All Departments: All supporting departments, via their Subject Matter Experts, are tasked to support the updating of the periodic Consequence Analysis (CA) based on the Hazard Identification and Risk Assessment (HIRA).

Section 8: Logistics Support and Resource Requirements

The City of Dallas Office of Emergency Management will coordinate all logistical support and resource requirements necessary to implement and track the City's Emergency Management Plan.

Section 9: Plan Maintenance

All plans are maintained in accordance with the Emergency Management Plans Maintenance Policy (Policy Number 2015-01)

Section 10: Execution

The City of Dallas developed this consequence analysis in order to understand better its needs in particular hazard scenarios. Importantly this CA serves as a complement to the Hazard Identification and Risk Assessment.

Hazards

This version of the Consequence Analysis analyzes the following threats:

- Tornado
- Flooding
- Winter Storm
- Earthquake
- Drought
- Extreme Heat
- Severe Weather (Hail, High Winds, and Lightning)
- Hazardous Materials
- Biological
- Airport/Aircraft Crash
- Dam/Levee Failure
- Terrorism

Modeling

Quantitative modeling for flood utilizes information from the Trinity River Emergency Plan that was completed by Halff Associates Engineering, in addition to supplemental GIS analysis from past events. The analysis examines other hazards through use of past event data from projections from the City of Dallas, The State of Texas, Department of Homeland Security, National Climatic Data Center, Federal Aviation Administration, and other jurisdictions throughout the region.

Analysis of floods considers the consequences of each hazard based on a return period. These periods estimate the likelihood of an event exhibiting certain characteristics, which often dictate the severity of the event.

City of Dallas Consequence Analysis

Approach

Each hazard specific consequence analysis addresses seven elements:

- Impacts on the public,
- Impacts on first responders,
- Impact on continuity of operations,
- Delivery of services,
- Impact on property, facilities, and infrastructure,
- Impact on the environment,
- Impact on the economy,
- Impact on the public confidence in jurisdictional governance.

Since hazard impacts can be difficult to quantify from a hypothetical standpoint, it provides a foundation from which to discuss potential operational or planning needs.

In the table below information is provided about the rubric for scoring the various hazards considered in this CA report. It is important to note that these rankings provide only an approximation of expected impacts. Mitigating and amplifying factors, such as location of the hazard, time of day, warning time, composition of impacted population, and hazard intensity play crucial roles in determining the harmful effects of each hazard event.

Table 1: Scoring rubric for CA hazard impact ranking

Impact	Minimal	Moderate	Severe
Public	Event effects less than 1% of City population	Effects 1% to 5% of City population	Effects 5% or more of City population
Responders	Hazard effects less than 1% of responders	Effects 1% to 5% of responders	Effects 5% or more of responders.
Continuity of Operations (COOP)*	No or limited need for COOP activation.	Potential need for COOP activation, but no longer than 30 days.	Potential need for COOP activation, may last beyond 30 days.
Service Delivery*	Little to no disruption of service delivery	Some disruption if service delivery	Service delivery majorly disrupted
Property, Facilities, Infrastructure	Damage to property localized, infrastructure no seriously affected	Damage to property observable and significant, infrastructure somewhat affected	Damage to property extensive and wide spread, infrastructure significantly affected
Environment	Limited or local impact to environment	Impacts reach beyond local area, requiring monitoring or cleanup	Extensive monitoring or cleanup operations are needed
Economy	Less than 1% of the City GDP	Between 1% to 3% of City GDP	3% or more of City GDP
Public Confidence	Mistakes or inefficiencies generate no perceptible impact.	Mistakes or inefficiencies generate some distrust	Mistakes or inefficiencies generate major distrust.

*This analysis combines Continuity of Operations and Service Delivery under the same heading.

Section 11: Consequence Analysis

11.1.1 Tornado

Impact on the Public

Science peer website Science.com states that tornadoes are ranked among the most the public as the most ferocious and feared weather event; Tornadoes are known for both there destruction and devastation that they can cause. The effects on public can include loss of life and destruction of their home or property. Impact of a tornado depends on its strength. Low rated tornadoes (EF0-EF1) may cause only minor damage to property while higher rated tornadoes (EF2-EF5) may devastate large portions of the City.

The effect of a tornado on the public depends not only on its strength but also where it touches down. Tornadoes that touchdown in a more remote area will have less impact than one that touches down in a crowded urban area. Tornadoes occur around the world but are most common in the area known as Tornado Alley where the City of Dallas is located.

Tornadoes rank fourth among the most deadly weather pattern following heat, hurricanes and floods. In the United States death tolls from tornadoes vary from one year to the next. Since 2000 deaths associated with tornadoes have ranged from 21 in 2009 to 553 in 2011, with an average of 94 deaths a year during that time period. The high death toll in 2011 was due to the 2011 tornado outbreak in which 748 tornadoes occurred in the month of April, followed by a devastating tornado strike on Joplin Missouri in May. Tornadoes that occur at night tend to be the deadliest because the public who are asleep may not hear the tornado warning in time.

In the wake a large tornado event, residents may be in need of mental health services. The tornado outbreak in Joplin, Missouri and Moore, Oklahoma proved that terrible disasters cause severe mental harm, resulting in mental illness and development of Post-Traumatic Stress Disorder (PTSD). These services may be too expensive for low income residents to afford independently, which can lead to the problems remaining untreated. To ensure the public can get the help it needs, the City should work with the American Red Cross and other agencies to make mental health services available to residents after the event.

Impact on the Responder

After a severe to strong tornado responders may see increased demand for their services. Responders may be required to work extended shifts after an event, which could ultimately lead to fatigue and burnout. The activation of local and state mutual aid agreements to supplement responders may be required. Responders, especially law enforcement, may need additional personnel to help expedite search and rescue operations by blocking roads to keep onlookers out or directing traffic in the affected area.

After a tornado management of the event may need to be routed through the Emergency Operations Center (EOC) to assist the on scene Incident Command (IC). During and after a tornado, responders may face extreme difficulties when responding. Tornadoes can destroy critical infrastructures such as city buildings, fire stations, police substations, and communications infrastructure. Downed wires and trees will slow response to certain areas and damage to water lines could limit the amount of water needed for fire suppression operations.

A destructive tornado event may require the City to open shelters to house displaced residents. Shelter plan activations will require coordination with the Parks and Recreation Department,

City of Dallas Consequence Analysis

American Red Cross (ARC), Volunteers Active in Disasters (VOAD), with ARC taking the primary role in most shelter operations. Depending on the size of the event the opening of a Mega Shelter may be required and will require additional coordination with Non-Government Organizations and with county and state emergency management.

Finally, severe tornadoes can take a significant toll on the mental states of responders. Past events in the United States demonstrate that the combination of long hours, personal stresses related to family or property, and traumas associated with response in a major event can lead to serious mental complications, including suicidal tendencies. As such, the City will need to establish and maintain a mental health program to support responders during and after the event, possibly for a period of months.

Continuity of Operations/Delivery of Services

After a tornado passes it is possible that the Emergency Operations Center (EOC) is impacted. If the EOC is damaged or otherwise inoperable, it may be necessary to move to the Alternate EOC location or function from another location to maintain operations during the event. In a severe event, COOP activation may be necessary and may be kept active for weeks until normal operations are reestablished.

Power outages, downed trees, and debris could complicate delivery of services. Transportation contractors will need to clear debris from roads in order to resume service delivery to some areas, and the need for government provided essentials (such as food and water) will increase. In order to manage this type of request the City will require state and federal support in setting up Points of Distribution (POD) to distribute the demand for these essentials.

Property, Facilities, and Infrastructure

Severe winds associated with a tornado may severely damage or destroy structures and property. Structures can be completely destroyed or completely obliterated by winds and debris. Manufactured homes and vehicles can be carried several miles by a tornado. Manufactured homes can be severely damaged by weak tornadoes and could potentially drive up residential losses and increase displacement.

Tornadoes could potentially damage or destroy critical infrastructure such as utilities, bridges, hospitals, airports, EOC, or responder stations and buildings. Depending on its location air traffic at Dallas Love Field could result in a ground stop of departing and arriving flights potentially stranding passengers. Power lines and transformers could be knocked out by falling debris and may be out for days while crews remove debris and repair the damage. Power loss is problematic not only for residents and businesses, but for critical infrastructure as well. Extensive disruptions to energy infrastructure can cause complications throughout critical infrastructure. Water supply and wastewater assets, for example, rely on energy to process water for public consumption. Health and telecommunications infrastructure are also heavily reliant on energy to operate. Therefore, even if winds or debris leave these assets undamaged, their operation could still be compromised or significantly affected.

Impact on the Environment

A path of a tornado can rip apart buildings and man-made structures. Older buildings built before regulations were put in place may contain lead paint and asbestos that can cause contamination of waterways and soil. The downing of electrical transformers runs the risk of leaking carcinogenic oil and highly toxic polychlorinated biphenyls (PCB). These chemicals can cause

City of Dallas Consequence Analysis

soil erosion, water pollution, and flooding risk contamination. The biggest environmental threat from tornadoes stem from human activity. Waste storage or treatment facilities can be damaged polluting surrounding areas. Damage to chemical plants can release toxic chemicals into ground water.

Impact on the Economy

Economic impact from a tornado can vary depending on the size and location of the event. In a large tornado event employment and wages can be impacted due to physical damages to businesses and infrastructure, especially if economic activity is sufficiently impeded across a region or if it affects a large enough percentage of the population or an important industry. The effect to the local economy from these temporary disruptions will probably be minor but there is the possibility that a sector of the economy may never recover to pre-disaster levels. Dallas has a diverse economy and no longer relies on one industry a lesson learned from the 1980's oil downturn. A large tornado would have temporary impact to the local economy. Due to the size and diversification of the local and regional economy the City does not depend on a single industry.

Public Confidence in Governance

Confidence from the public will be determined in the initial response of the government. The actions of government must be immediate and effect maintain confidence. Actions needed during the response phase includes timely reentry by the public into affected areas upon the area being deemed safe. Response must be equitable and ensure resources are available to low income and special needs populations. Past events like Hurricane Katrina is an example how delays in decisions can have a profound impact on confidence for all levels of government.

Summary Table

Impact	Level	Disruption
Public	Moderate - Severe	Based on historical data most tornados that occur in Dallas are confined to a small area. The area impacted could experience significant damage to structures and significant risk of injury or death based on the intensity of the tornado.
Responder	Moderate - Severe	Debris blocking roadway, downed power lines, and delay in response delay response. Responders may have to work longer shifts leading to stress and work fatigue.
COOP/DOS	Minimal - Moderate	Activation of COOP would most likely happen only if strategic city facilities were impacted. Delivery of services may be delayed by a few days as debris on roadways are cleared.
Property, Facilities, Infrastructure	Moderate - Severe	Depending on the strength and location of the tornado damage could range from light to significant.
Environment	Moderate - Severe	Strong tornadoes could cause release of dangerous chemicals, uproot trees and damage vegetation.

City of Dallas Consequence Analysis

Economy	Minimal – Moderate	Physical damage to infrastructure and businesses could interrupt operations and delay wages impacted local merchants.
Public Confidence	Minimal – Severe	The appropriate response and recovery actions will drive public confidence. Failure to restore basic services in a timely manner and no clear direction can quickly erode public confidence.

11.1.2 Flood/Dam Levee Failure

Impact on the Public

Floodwaters can damage homes, businesses, and roadways. The severity of the flood will determine the recovery time, recovery can take a few weeks to several months. The adverse impacts depends on the vulnerability of population and the frequency, intensity, and duration of the flooding. Immediate impacts from flooding include loss of life, damage to property, damage to infrastructure facilities and deterioration of health conditions due to waterborne diseases. Flash floods that occur with little or no warning cause more deaths than slow rising riverine flooding. Psychological effects on flood victims and their families can traumatize them for long periods of time. The loss of their home, family members, livelihood or business can cause continuing stress. The stress associated with these losses can overwhelm individuals and produce lasting psychological impacts.

The most likely impact to the public will be the evacuation of endangered populations. According to the Trinity River Federal Levee System Emergency Action Plan the case of a 100 year flood event will require the evacuation of roughly 25,000 people, with 10,000 – 15,000 of those individuals requiring food, water, and shelter until they are able to reoccupy their homes.

If evacuation is deemed necessary it will be necessary that the City uses all outlets available to warn residents and the City will be required to options for sheltering this will include the use of social media, broadcast media, mass notification systems, and door to door notifications. Communications during evacuations must make clear to the public that they take their pets with them, coordination with animal welfare groups will be important to ensure there is sheltering options for their animals. In 2006, the federal Pets Evacuation and Transportation Standards Act requires state and local plans to take into account needs of individuals with pets and service animals during a major disaster or emergency.

The risk during most flood events comes from drivers ignoring barricades or high water warnings. The National Weather Service reported that over 50% of flood related deaths occur from individuals driving into flooded roadways. Casualties will depend on the length of time between issuance of warnings and the onset of flood water.

Impact on the Responder

Flooding events will increase the number of stranded motorist's calls. The most likely increase in calls will occur during a heavy rain event that causes flash flooding throughout the city. A historical flood event could inundate city hall, police headquarters and substations, fire stations, and require the relocation of government operations to alternate facilities. In the Trinity River Levee System Emergency Action Plan there are several critical facilities and infrastructure that reside the protected levee system.

City of Dallas Consequence Analysis

Response efforts may be impacted due to damage, debris blockage, or washout to roads and bridges, responders may be required to find alternate routing, increasing the response times. Fire responders will be tasked with performing swift and high water rescues and support evacuations. Law enforcement will be tasked with securing areas that are evacuated and blocking traffic access to these areas. Non-emergency personnel will see increased inspections of levee and pump systems. Calls for debris removal and sewer overflow will increase putting additional pressure on response personnel. During high flood events the Trinity River becomes an attraction and often people will walk on the levee becoming dangerously close to the floodwaters, this will increase the work load of responders assigned to monitoring these areas.

Continuity of Operations/Service Delivery

Temporary relocations of city services may be necessary if inundation affects critical facilities or infrastructure. Facilities may be inaccessible in severe flood events. Historically the City of Dallas has not experienced a flood event that has required the relocation of city hall or city services. City hall is located in the Government area of downtown and is located within the 100 year flood plain. The area is protected by a levee system and in the event of a failure the City's COOP plan would need to be activated because essential departments located within city hall and in the downtown area would need to be relocated. Departments would conduct essential functions at their alternate facility listed in the COOP plan.

The delivery of services would be impacted in a similar way that affected responders. Neighborhoods in the city may be inaccessible due to high water, roads may be damaged or washed out, and fallen power lines would cause hazardous conditions for city workers. Flood waters could damage railroad tracks impacting operations to passenger and freight rail service and disrupt bus routes. Flood damage, while potentially devastating within the floodplain, will not affect the entire city.

Property, Facilities, and Infrastructure

In terms of property damage, floods are just behind tornados as the top natural disaster. In the United States, flood damages totaled \$8.41 billion in 2011. Floods can affect any area to some degree; wherever rain falls, flooding can occur.

The services and functions provided by critical facilities are essential to a community, especially during and after a disaster. For a critical facility to function, it must be supplied with essential utilities. The loss of city operated utilities may prevent some critical facilities from operating. For example the loss of water and waste disposal can prevent a facility from operating long after the flood waters have receded. Major flooding could damage the City's 24 dams, releasing water and causing further damage downstream. Damage to private sector communications towers could result in loss of communication abilities throughout the city, further complicating response.

Impact on Environment

The environmental impacts of flooding can be quite wide-ranging, from the dispersion of low-level household wastes into the storm water system to contamination of community water supplies and wildlife habitats with extremely toxic substances. The actions undertaken prior to the event will have repercussions on the level of damages accruing from the flood. Effective remedial actions can significantly reduce losses, and with planning, prevent some of these secondary environmental impacts. Specifically, the removal of fuel tanks and attention to hazardous wastes would eliminate some of the potential problems. During a flood variables such as depth of water, velocity of flows, and duration of inundation, in combination with land-

City of Dallas Consequence Analysis

use attributes, all contribute to the relative severity of flood impact (Tobin and Montz, 1994). Floods of greater depth are likely to result in greater environmental damage than floods of lesser severity, in part because more area has been flooded. Long duration floods will exacerbate environmental problems because clean-up will be delayed and contaminants may remain in the environment for much longer time. During the post-flood phase many other environmental impacts can become apparent. The volume of the debris to be collected, the extent to which public utilities such as water supply systems and sewage operations have been damaged, and the quantity of agricultural and industrial pollutants entering the river system might present pressing problems.

Impact on Economy

Flooding can have a devastating impact on the local and regional economy and the livelihood of its people. Loss of human life, property damage, non-functioning infrastructure, and the possibility of waterborne disease are just some the ways flooding can impact a community.

The NOAA National Climatic Database shows that from July 1994 to July 2015, Dallas County has experienced \$45 million worth of property damage from flooding events, an average of \$700,000 per event. City sponsored studies estimate that a 100 year flood would cause roughly 1.2 Billion dollars in damage and that a 500 year event could cause over \$3.0 billion dollars in losses. Mitigation efforts, including acquisition of property with Repetitive Flood Loss claims, could reduce the impact of flood events on the economy. Participation in the National Flood Insurance Community Rating System (CRS) reduces insurance burdens on residents and businesses within the City. As of 2014, The City of Dallas does participate in the CRS with a current rating of 5. The city is working on achieving a class rating of 4 in the next two years.

Impacts on the economy will greatly depend on the severity of the flood, area flooded, depth of water, and the length of time before water fall back past flood stage. If flood waters take utilities off line, businesses can lose productivity. Inaccessible roads also have an effect on business revenues and costs, increasing the number of lost trips (dampening consumer activity) and lengthening others (increase shipping time and costs).

Public Confidence in Governance

Confidence from the public will be determined in the initial response of the government. The actions of government must be immediate and effect maintain confidence. Actions needed during the response phase includes timely reentry by the public into affected areas upon the area being deemed safe. Response must be equitable and ensure resources are available to low income and special needs populations. Past events like Hurricane Katrina is an example how delays in decisions can have a profound impact on confidence for all levels of government. While smaller floods are likely to escape notice, larger floods will likely become the focus of the local or even national media. Slow warning time, unclear instructions, or complications with evacuation or sheltering could compromise public trust. If the flooding is the cause of a dam or levee failure, it could result in reduced public confidence as it raises questions regarding government oversight of these assets.

City of Dallas Consequence Analysis

Summary Table

Impact	Level	Disruption
Public	Moderate - Severe	Based on historical data most floods that occur in Dallas are confined to within the levee system. Areas that are known to flood during flash flood events are closely monitored and have a flood warning system installed. Impact to residents and infrastructure occur when waters inside the Trinity River reach 40 ft.
Responder	Moderate - Severe	Impassible roads, impacted infrastructure, and delay in response. Responders may have to work longer shifts leading to stress and work fatigue.
COOP/DOS	Minimal - Moderate	Activation of COOP would most likely happen only if strategic city facilities were impacted. Delivery of services may be delayed by a few days as water recedes and roadways are cleared.
Property, Facilities, Infrastructure	Moderate - Severe	Depending on the depth and duration of the flood, damage could range from light to significant.
Environment	Moderate - Severe	Impact
Economy	Minimal – Moderate	Physical damage to infrastructure and businesses could interrupt operations and delay wages impacted local merchants. Flooded roads can cause delivery delays and lost shopping days from consumers.
Public Confidence	Minimal – Severe	The appropriate response and recovery actions will drive public confidence. Failure to restore basic services in a timely manner and no clear direction can quickly erode public confidence.

11.1.3 Winter Weather

Impact on the Public

Winter weather occurs every year in Dallas but not every storm is severe. Each year, the City experiences some level of ice accumulation and dangerous environmental conditions. The main impact from winter weather to the City is icy roads and loss of power. In 2011, while hosting the Super Bowl, the region experienced a historical winter weather event. Historical snow accumulations blanketed the area and most jurisdictions did not have sufficient snow removal equipment.

Direct impacts on the public during a winter weather event are power outages, injury or death from traffic accidents, and fires caused by space heaters. Power outages are normally caused by ice accumulation on power lines, fallen trees from ice, and heavy demand on the electrical grid. In 2014 The Electric Reliability Council of Texas stated impact to the electrical grid was driven by demand and not from damage to the grid system. Deaths and injuries during a winter weather event are predominantly caused by traffic accidents. The Texas Department of Public Safety states that 75% of fatalities during winter weather are traffic accident related. Another potential danger to the public is a fire from space heaters. In 2014 the City attributed 6 civilian deaths to fires that were caused by space heaters.

City of Dallas Consequence Analysis

Impact on the Responder

Responders are at risk for auto accident related injuries as they respond on untreated roads to emergencies. In 2014 a Dallas Fire Rescue Line of Duty Death was attributed to icy road conditions that caused a vehicle to strike a fire fighter while he was working a stranded motorist call. Emergency Medical Services may find it difficult to operate on roads that have not been treated with ice melting materials.

Continuity of Operations/Delivery of Services

The COOP plan would not necessarily be activated for a winter weather event. Delivery of services could be impacted due to icy or impassible roads and may complicate movement in some areas of the City. Key employees may be unable to make it in or have a delayed start. Services such as Sanitation may be cancelled or delayed until road conditions improve. Based on past events the only services impacted during winter weather are those that require being in the field.

Property, Facilities, and Infrastructure

The major impact during winter weather are to roads. In ice and snow events, the roads in Dallas could be hazardous to navigate until the area is treated. Streets Department may need to work around the clock to treat city streets clear and available for use. Ice and snow can damage power lines by weighing them down or causing trees to fall from the weight of the ice onto active lines. Subfreezing temperatures can cause pipes to freeze and burst causing damage to the inside of the building or home. In rare occurrences the City experiences heavy snow which can put stress on a structures roof and support structure.

Impact on the Environment

Most damage done to the environment by winter weather is often temporary. Winter precipitation such as freezing rain can cause damage to plants and trees. Ice, in particular, can cause trees to fall and cause water pipelines to burst. Ultimately, a winter storm may generate a massive amount of vegetative debris, with cubic yards potentially reaching into the hundreds of thousands. Depending on the amount of debris, the City may have to increase collection times in neighborhoods.

Impact on the Economy

Winter weather-related property damage in the City of Dallas is rare. NCDC reports that winter weather events cost Dallas, on average, just under \$5,000 per event. A heavy ice event on the other hand, can disrupt economic activity. Residents that rely on public transportation may be unable to report to work due to delayed or cancelled routes, grocery stores may run low on supplies due to delay in delivery's. Airlines at Love Field could see many flight delayed or cancelled stranding travelers. The Convention Center could lose revenue from cancelled conventions and events. If the weather forces businesses to close, employees are unable to earn wages. These impacts could become increasingly worse if weather forces the City's residents to remain in their homes for an extended period.

Public Confidence in Governance

There is little risk that the public will lose confidence in governance in most events. In more severe winter weather, confidence rests upon the jurisdiction's ability to treat roads of ice in a timely fashion. A more serious but less frequent challenge will be power restoration should an

City of Dallas Consequence Analysis

event knock it offline. Delays in treating roads or restoring key services without cause or communication could have a substantial impact in public confidence.

Summary Table

Impact	Level	Disruption
Public	Moderate	Residents who are not accustomed to winter weather may attempt to navigate icy roads increasing the risk of automobile related injury or death.
Responder	Minimal	Responding to accidents and medical calls on icy roads could increase stress levels. As long as appropriate precautions are taken there is no greater risk to responders.
COOP/DOS	Minimal	COOP activation should not be necessary. Impacts to city services would be minimal.
Property, Facilities, Infrastructure	Moderate	Damage to power lines and structures could occur from ice accumulations
Environment	Minimal	Ice accumulation could damage outside trees and plants. Damaged trees could cause an increase in bulk trash or debris clean up.
Economy	Minimal – Moderate	Extreme ice events could disrupt economic activity for a period of days as icy roads make driving hazardous and public transportation routes are cancelled or delayed.
Public Confidence	Minimal – Moderate	The City of Dallas experiences little difficulty in responding to winter weather. A delay in information could lead to questions from the public

11.1.4: Earthquake

Impact on the Public

Earthquakes in the City of Dallas is considered a low risk. Large scale earthquakes are considered to be an isolated event, however will cause widespread damage due to a low risk of high magnitude earthquakes in the area. Earthquakes have only been recently recorded in Dallas County, to date there have been no injuries or fatalities or major damage recorded. The magnitudes experienced in the City of Dallas are considered minor only felt by humans and do not cause damage. Additionally there is currently not a significant amount of data for earthquakes in the City of Dallas and will need to be researched and studied. No data to support the change of building codes and engineering standards for high magnitude levels can affect buildings, transportation routes, and pipelines.

Impact on the Responder

Responders are not at risk from the current magnitude of earthquakes. If the earthquakes begin to increase in magnitude responders may be called upon to perform search and rescue operations. Responders may be required to use heavy equipment to assist in rescue operations and clearing of debris from roadways.

Continuity of Operations/Delivery of Services

While not necessarily requiring the activation of the COOP plans, earthquakes may cause minor damage to building facilities. These facilities may be required to temporarily close while repairs are made impacting employees who would report to those facilities. Delivery of Services would

City of Dallas Consequence Analysis

not be majorly impacted at the current magnitude of earthquakes being experienced in the City of Dallas.

Property, Facilities, and Infrastructure

The most obvious effects would be damage to foundations and walls. Minor earthquakes can damage floor tiles and may shift foundations. The magnitude currently experienced in the City of Dallas has not caused significant damages to Property, Facilities, and Infrastructure.

Impacts on the Environment

Earthquakes can cause damage to utilities that are located near the epicenter. Depending on the size of the earthquake will determine the impacts to the environment. Based on the current magnitude impacts to the environment are low in the City of Dallas.

Impacts on the Economy

Earthquake related damage in the City of Dallas is rare. If the earthquake magnitudes increase the impacts to the economy could be impacted. Depending on the magnitude damage from earthquakes could cause significant damage. A catastrophic earthquake could cause disruption to supply lines, shocks to financial markets, and an impact on the insurance industry.

Public Confidence in Governance

There is little risk that the public will lose confidence in governance in most events. In more severe earthquake magnitudes, confidence rests upon the jurisdiction's ability to respond to emergencies and provide information in a timely fashion.

Summary Table

Impact	Level	Disruption
Public	Moderate	Dallas residents are not accustomed to earthquakes and will want to know what is being done to find out the cause.
Responder	Minimal	There is no reason to suspect greater risk to responders.
COOP/DOS	Minimal	COOP activation should not be necessary. Impacts to city services would be minimal.
Property, Facilities, Infrastructure	Moderate	Damage to foundations and walls would have minimal impacts. If stronger earthquakes occur damage may be more widespread and cause greater impacts.
Environment	Moderate	Earthquakes could damage or rupture underground pipelines
Economy	Minimal – Moderate	Stronger earthquakes than are currently being experienced could have longer term effects on the economy
Public Confidence	Minimal – Moderate	The City of Dallas experiences little difficulty in responding to earthquakes. A delay in information could lead to questions from the public

City of Dallas Consequence Analysis

11.1.5: Drought

Impact on the Public

As drought conditions are normally widespread across a significant geographic area, the entire City of Dallas would be affected by drought. The population would be vulnerable to the effects of drought, reduction of available water, wildfires, and structure fires. Impacts of drought to the public may include an increase in anxiety about economic losses caused by the drought and the reduction of recreational activities. Droughts have either direct or indirect impacts on the public. A direct drought impact, for example, would be crops dying due to lack of water. This will mean there is not enough produce available at the local grocery store causing the store to lose money. If enough produce is lost, the store might not be able to employ as many people or may even have to close down. The loss of the produce would be the “direct” impact of drought. The store losing money would be the “indirect” impacts of drought. The City of Dallas ended its significant drought in May 2015.

Impact on the Responder

The increase of risk for grass or wildland fires are higher during drought conditions. Depending on the severity of the event fire, police, and other emergency responders may be required to evacuate nearby residents and businesses. Resources from the state may be required if wildfire spreads faster than fire fighters can contain it.

Continuity of Operations/Delivery of Services

The impacts from drought would not require the activation of the COOP plans. Impact to services would be minimal to none.

Property, Facilities, and Infrastructure

Damages to property may be contained to vegetation losses. The lack of water and restrictions to watering may cause grass or other vegetation to dry. Facilities may experience foundation shifts due to the dry soil underneath causing doors not to close and cracks in walls. The drying and cracking soil could damage water pumps and cause underground water pipes to burst. Decreasing water levels in lakes could increase the need for additional weed control. Drought can cause cracks in roads increasing the chances for potholes.

Impact on Environment

Impacts of drought on the natural environment with the City of Dallas vary depending upon the severity of the drought. Environmental concerns would be loss of vegetation and risk of erosion in areas that are affected by drought and reduced availability of water supply. Environmental conditions, such as dry weeds or grass, might provide fuel for wildfires. The loss of plants and trees leaves soil loose, which can then lead to the loss of topsoil or increased erosion during precipitation events.

Drought also affects the environment in many different ways. Plants and animals depend on water, just like people. When a drought occurs, their food supply can shrink and their habitat can be damaged. Sometimes the damage is only temporary and their habitat and food supply return to normal when the drought is over. But sometimes drought's impact on the environment can last a long time.

City of Dallas Consequence Analysis

Impact on the Economy

Depending on the duration of a drought, the degree of economic loss could range from minimal to severe. Lowering lake levels reduce the amount of recreational activities and could impact the livelihood of residents who rely on those activities. Food prices can increase due to the reduction of available stock.

Public Confidence in Governance

There is little risk that the public will lose confidence in governance in most events. In more severe droughts, confidence rests upon the jurisdiction's ability to respond to emergencies and manage the limited water resources they have.

Summary Table

Impact	Level	Disruption
Public	Moderate	Water restrictions and loss of recreational activities would be the direct impact felt by the public.
Responder	Minimal	There is no reason to suspect greater risk to responders. Increase in the number of wildland fires may increase
COOP/DOS	Minimal	COOP activation should not be necessary. Impacts to city services would be minimal.
Property, Facilities, Infrastructure	Moderate	Damage to foundations and walls would have minimal impacts. Foundations may shift due to drying out of underground soil.
Environment	Moderate	Loss of water supply due to lowering lake levels. Dry vegetation provides ample fuel for wildland or grass fires.
Economy	Minimal – Moderate	Revenue lost by lower lake levels and increase in the price of food could dampen consumer spending.
Public Confidence	Minimal – Moderate	The City of Dallas experiences little difficulty in managing drought conditions. Delayed response to citizens regarding watering violations or infrastructure damage could lead to questioning from the public.

City of Dallas Consequence Analysis

11.1.6: Extreme Heat

Impact on the Public

Prolonged exposure to excessive heat potentially leads to severe health problems, including heat exhaustion and heat stroke. The stress of extreme heat can make chronic health conditions worse, including asthma and heart disease. Children and the elderly are more susceptible to extreme heat. Though injuries or deaths from extreme heat have been recorded at different locations throughout the city, there is no specific geographic scope to the extreme heat hazard. Extreme heat could occur at any area of the city. In 2014 the City of Dallas had two heat related deaths. The importance of the City to make available cooling centers is high during extreme heat events, so that residents may escape the extreme temperature.

Impact on the Responder

In extreme heat responders will have to take precautions to ensure their own safety from temperature-related illness and ensuring they stay hydrated in extreme heat. This is especially true for those who spend extended periods outside as they execute their duties. Precautions may lead to slightly slower response times, or require an increased amount of rest time to ensure responder safety. With these precautions in place, the consequences for responders should be non-existent to minimal.

Continuity of Operations/Delivery of Service

Extreme heat rarely has an impact on the day-to-day operations of the City. Government facilities and agencies will operate as they normally do, and will not experience a situation that is dangerous to employees. Therefore, a COOP activation should be unnecessary and such an event should have a minimal impact on of delivery of services, even over an extended period.

Property, Facilities, and Infrastructure

Property, Facilities, and Infrastructure should experience few impacts from extreme heat events. Extended heat events may cause streets to incur damage, which may get progressively worse as the event persists. One potentially impacted sector would be energy, as increased energy demand for cooling may put a greater demand on the state's energy grid. Increased demand could cause parts of the grid to fail could cause ERCOT to implement "Brown Outs" in order to avoid a full outage of the electrical grid. Prolonged heat events coupled with drought conditions could be detrimental to water assets, as residents and critical infrastructure compete for dwindling water resources.

Prolonged extreme heat events will likely require the City to activate its cooling centers at recreation centers for economically disadvantaged residents who do not have air conditioning in their homes. These sites provide daytime cooling assistance to populations in need. The City will have to work with the Parks department, Red Cross, and Volunteers Organizations Active in Disaster (VOAD).

Impact on the Environment

Risks to the environment are high should an extreme temperature incident occur, and the frequency of extreme temperatures in Dallas is high. Environmental concerns include interruption of water supply and increased fire danger. Plants can become damaged or even die during episodes of extreme heat. The stress of heat can also have an impact on wildlife and domestic animals.

City of Dallas Consequence Analysis

Times of extreme heat could have a substantial impact on plant and animal life within the City. Extreme heat can have disastrous impacts on plants as the event persists, as the temperatures overwhelm watering capabilities. Wildlife, in addition to the potential for dehydration or heat illness, are more likely to contract disease or infection as heat persists. In a prolonged heat event, however, natural areas and parks could have an increased fire ignition potential as trees and vegetation lose moisture and begin to dry out.

Impact on Economy

Extreme heat should have a minimal impact on economic activity. Workers may take extra breaks or work at a slower pace because of the extreme temperatures, particularly those whose professions keep them working outdoors. Generally, the most concerning impacts from extreme temperature events is the possibility of power outages due to increased demand on the electrical grid.

Public Confidence in Governance

The key concerns for maintaining public confidence in an extreme heat event will be ensuring that utilities remain functional through the duration of the event or that any failures are short-lived. In prolonged events, the City will have to ensure that its elderly and other vulnerable populations (particularly those with limited financial means) have access to climate-controlled environments through continued use of cooling centers during extreme heat events.

Summary Table

Impact	Level	Disruption
Public	Minimal to Moderate	The duration of the event would dictate the level of impact. Cooling centers would need to be made available for vulnerable populations.
Responder	Minimal	There is no reason to suspect greater risk to responders. Proper hydration during extreme heat will be important.
COOP/DOS	Minimal	COOP activation should not be necessary. Impacts to Delivery of Services would be minimal.
Property, Facilities, Infrastructure	Minimal	Extreme temperature events will most likely affect energy and water assets the most as demand spikes.
Environment	Minimal	Loss of water supply due to lowering lake levels. Loss of temperature sensitive vegetation.
Economy	Minimal	The City's economic structure suggest that residents would not feel the impacts directly.
Public Confidence	Minimal – Moderate	Ensuring utilities remain online and that the most vulnerable populations are cared for should ensure the public's confidence. Failure to do so could result in negative public opinion.

City of Dallas Consequence Analysis

11.1.7 Severe Weather (Hail, High Wind & Lightning)

Impact on the Public

Sever weather in terms of size, location, intensity and duration are considered to be frequent occurrences throughout the City of Dallas. Impacts to the public from severe weather may include power outages, damage to property, and life threatening conditions. For example lightning strikes can cause fires and down power lines. High winds can knock down power lines and damage moderately constructed structures.

According to the National Weather Service the peak time for lightning deaths in the United States occurs in June, July, and August. Almost two thirds of lightning strike victims were participating in an outdoor activity. Between 2006 and 2015, fisherman accounted for more than three times as many deaths as golfers. On average, lightning strikes are fatal to about 10 percent of people who are struck. The remaining percent survive, however they often suffer from an array of long-term, often debilitating symptoms.

Impact on the Responders

Responders face similar threats from severe weather as the public. However, responders face a greater danger because of the effects of severe weather, i.e. downed power lines, debris blocked roadways, structure fires caused by lightning strikes. Impacts to responders should be minimal if proper procedures are followed.

Continuity of Operations/Delivery of Service

Severe weather, other than tornadoes, rarely has an impact on the day-to-day operations of the City. Government facilities and agencies will operate as they normally do, and will not experience a situation that is dangerous to employees. Therefore, a COOP activation should be unnecessary and such an event should have a minimal impact on of delivery of services, even over an extended period.

Property, Facilities, and Infrastructure

Property, Facilities, and Infrastructure should experience few impacts from severe weather events. Some severe weather events may cause damage to city owned facilities or to electrical delivery equipment. Prolonged power outages may require the city to open cooling centers or warming centers depending on the time of year. Historical events have shown that impact from this type of event usually last less than 24 hours.

Impact on the Environment

Risks to the environment are minimal in a severe weather event. Lightning strikes may cause grass fires or in some instances structure fires. Discharge from fire suppression equipment may cause containments from the fire to enter into storm drainage systems.

Impact on Economy

Severe weather should have a minimal impact on economic activity. Generally, the most concerning impacts from severe weather events is the possibility of power outages dues to damage to electrical delivery equipment. Power outages may be confined to a small area of the city.

City of Dallas Consequence Analysis

Public Confidence in Governance

The key concerns for maintaining public confidence in a severe weather event will be ensuring that utilities remain functional through the duration of the event or that any failures are short-lived. In prolonged events, the City will have to ensure that debris or damage caused by the event is cleaned up quickly and removed.

Summary Table

Impact	Level	Disruption
Public	Minor – Severe	Based on historical data most severe weather events that occur in Dallas are confined to a small area. The area impacted could experience significant damage to structures due to high winds, hail, or lightning strikes.
Responder	Moderate - Severe	Debris blocking roadway, downed power lines, and delay in response delay response. Responders may have to work longer shifts leading to stress and work fatigue.
COOP/DOS	Minimal - Moderate	Activation of COOP would most likely happen only if strategic city facilities were impacted. Delivery of services may be delayed by a few days as debris on roadways are cleared.
Property, Facilities, Infrastructure	Moderate - Severe	Depending on the strength and location of the severe weather damage could range from light to significant.
Environment	Moderate - Severe	Lightning strikes could cause structure fires and the burning of the contents inside the structure. High winds can uproot trees and large hail can damage vegetation.
Economy	Minimal – Moderate	Physical damage to infrastructure and businesses could interrupt operations and delay wages impacted local merchants.
Public Confidence	Minimal – Severe	The appropriate response and recovery actions will drive public confidence. Failure to restore basic services in a timely manner and no clear direction can quickly erode public confidence.

City of Dallas Consequence Analysis

11.1.8 Hazardous Materials Incident

Impact on the Public

April 2013, an ammonium nitrate explosion occurred at the West Fertilizer Company storage and distribution facility in West, Texas while emergency services personnel were responding to a fire at the facility. At least 15 people were killed, more than 160 were injured and more than 150 buildings were damaged or destroyed. Investigations confirmed that ammonium nitrate was the trigger for the explosion. On the 23rd, March 2005, a hydrocarbon vapor cloud explosion occurred at the isomerization process unit at BP's Texas City refinery in Texas City, Texas, killing 15 workers and injuring more than 170 others. The Texas City Refinery was the second-largest oil refinery in the state, and the third-largest in the United States with an input capacity of 437,000 barrels per day as of January 1, 2000. Both incidents occurred in Texas. Although incidences of this size are rare, smaller scale incidents, those requiring a response and evacuation or other protective measures, are relatively common. Depending on the severity of the incident, the potential impact to life and property is great in Dallas. Incidents can cause multiple fatalities.

Impact on the Responder

A hazardous material event will place additional stress to responders. The dawning of specialized equipment and the need for specialized training will require assistance beyond the normal response calls in the city. Roadways near the incident will need to be closed and neighborhoods may require evacuation. Precautions may lead to slightly slower response times, or require an increased amount of rest time to ensure responder safety. With these precautions in place, the consequences for responders should be minimal.

Continuity of Operations/Delivery of Service

While not necessarily requiring the activation of the COOP plans, a hazardous materials incident may require the temporary closing of facilities. Delivery of Services may be delayed due to closing of streets and evacuation of neighborhoods. DOS may be rescheduled or rerouted depending on the size and scope of the incident.

Property, Facilities, and Infrastructure

Property, Facilities, and Infrastructure should experience few impacts from hazardous material events. A hazardous materials event would have little impact to structures that are outside of the immediate accident/incident area. Exception for this will depend on what type of chemical is involved and how close structures are to the location. For example, the 2013 West Fertilizer event was located outside the city limits of West but the blast zone for the ammonium nitrate was enough to level the structures in the immediate area. The temporary closing of city facilities may be required if they are located in or near an evacuation area. Prolonged evacuations may require the city to open shelters for residents who were ordered to evacuate.

Impacts on Environment

While large-scale environmental disasters are rare, smaller occurrences happen regularly in Dallas, often as cascading events in conjunction with other hazards. Based on local knowledge and expertise, the impact on environment is moderate. Release of chemicals in the air can decrease air quality and runoff into storm water drains can contaminate drinking water and have disastrous effects on wildlife and vegetation.

City of Dallas Consequence Analysis

Impacts on Economy

Residents that rely on public transportation may be unable to report to work due to delayed or cancelled routes, grocery stores may run low on supplies due to delay in delivery's. If the hazardous materials event forces businesses to close, employees are unable to earn wages. Impacts to the economy should be minimal unless the event causes mass evacuation for an extended period of time.

Public Confidence in Governance

There is little risk that the public will lose confidence in governance in most events. In more severe hazardous materials events, confidence rests upon the jurisdiction's ability to respond and manage the incident in a timely matter. A more serious but less frequent challenge will be power restoration should an event knock it offline. Delays in lifting evacuations or restoring key services without cause or communication could have a substantial impact on public confidence.

Summary Table

Impact	Level	Disruption
Public	Minor - Severe	The size of the hazardous materials incident will determine the impact to the public. A small event generally will have no impact to the public, a large event with volatile chemical may cause a severe impact to the public due to evacuations.
Responder	Moderate - Severe	Specialized equipment and training will be required and mutual aid may be activated. Responders may have to work longer shifts leading to stress and work fatigue.
COOP/DOS	Minimal - Moderate	Activation of COOP would most likely happen only if strategic city facilities were impacted. Delivery of services may be delayed by while evacuation orders are in place.
Property, Facilities, Infrastructure	Moderate - Severe	A hazardous materials event would have little impact to structures that are outside of the immediate accident/incident area.
Environment	Moderate - Severe	Air quality may be affected and storm water systems may be impacted due to run off from fire suppression equipment.
Economy	Minimal – Moderate	Physical damage to infrastructure and businesses could interrupt operations and delay wages impacted local merchants.
Public Confidence	Minimal – Severe	The appropriate response and recovery actions will drive public confidence. Failure to restore basic services in a timely manner and no clear direction can quickly erode public confidence.

City of Dallas Consequence Analysis

11.1.9 Biological

Impact on the Public

According to the Centers for Disease Control (CDC) occurrences of a biological event hazard are fairly common. In 2012 the city managed a West Nile Virus Outbreak resulting in 400 human cases and 20 fatalities. In 2014 the City was the location of the first confirmed Ebola Case in the United States. That event resulted in the in 4 human cases and 1 fatality. The overall threat to the population is low but any outbreak, depending on the disease, could quickly spread affecting the entire community.

Impact on the Responder

All responders would be subject to the same sort of risks as the public. A Biological incident will disproportionately affect responders, particularly healthcare workers, since they cannot avoid exposure. Responders will have to wear protective equipment and receive any available and effective antivirals. As responders become ill, it will fall to others to take on additional responsibilities and hours. These additional hours could lead to increased stress and burnout on the part of the responder. Other responders may refuse to report, fearing the potential ramifications of contracting the biological hazard further reducing the number of responders available. Overcrowded hospitals may require additional law enforcement support to maintain order, potentially incorporating State and Federal Response units.

Responders will have to prepare procedures for a mass casualty event, and mortuary services will require additional resources to process the numerous dead as their existing capacities are overwhelmed. This includes on-site capacity improvements as well as requiring the use of facilities with additional refrigeration capability.

Continuity of Operations/Delivery of Services

There is a possibility in an extreme event that facilities may be contaminated, necessitating relocation of government services and emergency personnel to alternate sites. Infected staff being unable to report may complicate operations. However, if a larger proportion of City staff is affected or otherwise keeps employees from reporting, essential functions may be negatively affected.

A Biological event will severely hamper the delivery of services, as personnel get sick and are unable to work. Populations receiving specialized home care may see their quality of care decrease because of their healthcare worker becoming ill and being unable to attend to them. The event may force the closure of homeless shelters due to worker absenteeism or threat of infection, complicating the delivery all services to the homeless population.

Property, Facilities, and Infrastructure

There would be very few direct consequences to property, facilities, and infrastructure from a biological event. Rather, the most damaging aspects on these elements is indirect. Private sector firms who own and operate critical infrastructure within Dallas may see work force absenteeism increase. Therefore, critical assets could be short-staffed for extended periods, reducing their usefulness. Properties may go untended due to an extended event.

Loss of staff to infection or fear of infection will force primary care practices to close, resulting in infected residents flooding hospital emergency departments. A biological event will potentially cause a shortfall in bed space. This will force hospitals to turn away new admissions or outsource certain services in order to segregate sick patients from non-sick patients.

City of Dallas Consequence Analysis

Impact on Environment

There would be very few direct consequences to the environment from a pandemic, unless the influenza strain could spread from humans to animals. Aerial spraying needed to control mosquito populations could impact air quality for individuals with chronic respiratory conditions. Hospitals and other medical providers may see an increase in biohazardous waste collection and disposal.

Impact to Economy

During the 2014 Ebola response economic impacted showed a mixed result. Studies conducted by Aon Risk solutions following the incident showed most companies were concerned with employee care and emergency planning. Companies were working on contingency plans on how to deal with a widespread infection. As news spread about the Ebola case Dallas based Southwest Airlines saw a drop in stock prices drop. Airlines and hospitals saw a drop off of travelers wary of staying in certain places.

The World Health Organization stated even in the unlikely event that the Ebola virus spreads to infect tens of thousands of adults in the United States, the financial impact will likely be quite manageable. This is because perhaps one-third of adults in the U.S. have life insurance only through their employment, and the amount is typically equal to one year's income. Another one-third have individual life insurance, with the average death benefit in the \$200,000 range. In a typical year life insurers pay about 2 million death claims, so another 100,000 would be only 5 percent more than typical. Moreover, most life insurers are well capitalized, and even the largest life insurers have reinsurance to prevent a surge in death claims from imperiling their solvency, so that the net effect would likely be, at most, a reduction in the profit they would otherwise record.

Public Confidence in Governance

The quality of governmental response to the event and its ability to provide actionable information and key services will have an impact on public confidence. During the Ebola outbreak in 2014, Americans' confidence in the governmental response to the disease decreased as media coverage focused on the relatively few cases within the country. Missteps during the response to the disease, long wait times, and delayed distribution of antiviral medications could have an adverse impact on public perception of the government.

City of Dallas Consequence Analysis

Summary Table

Impact	Level	Disruption
Public	Severe	A biological event will have a substantial impact on the physical and mental conditions of residents. Many could be infected and some could die depending on how long it takes to develop and deploy an effective treatment.
Responder	Severe	Responders could be exposed or infected in the course of their duties. Others will be just as susceptible as the rest of the public, limiting the number of available personnel. Some responders may refuse to report for duty out of fear or due to an ill family member.
COOP/DOS	Moderate	A biological event will significantly affect the City's ability to deliver any service as workers become ill and unable to report. Activation of the COOP could be possible if contamination is a concern.
Property, Facilities, Infrastructure	Severe	Critical infrastructure may be understaffed, limiting their function and creating shortages throughout the system. ILL patients will overwhelm healthcare facilities and require substantial changes to facilities operations.
Environment	Minimal to Severe	If the disease is capable of crossing between humans and animals, or vice versa, it could have serious impacts to response and recovery.
Economy	Minimal – Moderate	Consumer confidence could be impacted resulting in less consumer spending as people stay home. Shipping and receiving of resources could come to a halt creating a shortfall in needed supplies and further impacting consumer spending.
Public Confidence	Minimal – Severe	Providing clear direction and information is necessary to maintain credibility. The public may see any disease outbreak as a failure by the medical community. Vaccines may not exist or be depleted if one exists, further eroding public confidence.

City of Dallas Consequence Analysis

11.1.10 Airport/Aircraft Crash

Impact on the Public

Any part of the population of the City that is located in the departure or arrival tracts of Dallas Love Field or Dallas/Fort Worth International Airport are at greatest risk from an aircraft crash. The City of Dallas is located within the Standard Instrument Departure and Instrument Departure routes for both Dallas Love Field and Dallas/Fort Worth Airport. The probability of future occurrence can be rated as low and therefore have no to minimal impact to the public.

Impact on the Responder

Responders are not at risk from an airport/aircraft crash hazard. Responders assigned to Aircraft Rescue and Fire Fighting (ARFF) and Rescue may be required to use heavy equipment to assist in rescue operations and clearing of debris. After initial Firefighting and Rescue operations are completed the scene would be turned over to federal authorities. The impact to responders would be non-existent to low.

Continuity of Operations/Delivery of Services

Activation of COOP would most likely not occur. Operations at the airport are confined to the Aircraft Operations Area (AOA) and the Terminal operations area. Historically most aircraft incidents occur within the airport boundary. Delivery of Services should not be impacted.

Property, Facilities, and Infrastructure

Building or structure vulnerability would be limited to the crash site. If the accident occurred on airport grounds perimeter fences could be damaged, as well as runway asphalt, and navigation aids located near the runway. Since historically aircraft incidents occur during the takeoff and landing phase the terminal most likely would not be physically affected. The terminal may reach capacity due to the influx of passengers inside the terminal due to suspension of air operations at the airport.

Impact to Environment

An airport/aircraft crash would have limited impact on the environment overall, as most of the impacts would be confined to the crash location. The environment at the crash site would be damaged due to fire, chemical leaks (hydraulic fluid, jet fuel, etc..) biohazard, and human remains.

Impact to Economy

Economic impact due to an airport/airplane crash could be moderate. Airline traffic bound for Dallas Love Field would have to be diverted to Dallas/Fort Worth International Airport. Dallas Love Field may be required to operate with only one runway for departures and arrivals, severely impacting operations. Conventions could be impacted if attendees are delayed due to the closure of the airport. Hotel occupancy may drop and reservations may be cancelled as visitors cancel trips due to closure of the airport. The impact would be short lived as arriving and departing passengers can be rerouted to the larger Dallas/Fort Worth International Airport.

Public Confidence in Governance

There is little risk that the public will lose confidence in governance in most events. The City would assist the airline in meeting the requirement of the 1996 Aviation Disaster Family Assistance Act.

City of Dallas Consequence Analysis

Summary Table

Impact	Level	Disruption
Public	Minor	Impacts to public would be minor as aircraft incidents impact a small area. Debris from the aircraft could damage or injure people on the ground.
Responder	Moderate	An aircraft crash brings with it the possibility of being a Mass Causality Incident. Stress from working this kind of incident can add additional stress to responders. Specially trained personnel in ARFF would be required to work additional shifts until all rescue operations are completed.
COOP/DOS	Minor	Activation of COOP would most likely not happen.
Property, Facilities, Infrastructure	Minor	Facility impact would be limited to the airport operation areas.
Environment	Minor – Moderate	Fires following a crash can burn contents inside the aircraft. The burning of these contents may impact air quality around the crash site.
Economy	Minor	Operations to airline operations could impact hospitality and travel related businesses.
Public Confidence	Minimal – Severe	The appropriate response and recovery actions will drive public confidence. The airline serves as the lead for information about the crash. Proper coordination between airline and government reps will required to ensure correct information is being given to the public.

City of Dallas Consequence Analysis

11.1.10 Terrorism

Impact on the Public

Depending on the method chosen, the impact of a terrorist act on life in Dallas could be devastating. People are potentially at risk to devastating impacts. People are vulnerable to terrorist events through physical injury or disease, power outages, effects on transportation routes, effect of incident on mental state of public, confidence in government to protect them, etc.

The following terrorism scenario, developed for the DFW UASI 2014 Threat and Hazard Identification and Risk Assessment (THIRA), maximizes the human consequences of a terrorist attack within the Dallas/Fort Worth region, by incorporating simultaneous attacks during special events at three high-capacity public assembly venues:

At approximately 11:45 a.m., a man enters the crowded Parkland Hospital in Dallas. He detonates a suicide vest in the emergency room (ER) waiting room. More than 30 patients and staff in the waiting room and the triage area are killed instantly by flying shrapnel.

At approximately 12:25 p.m., about 60 people are waiting for trains and buses at the Dallas Area Rapid Transit (DART) West Transfer Center in downtown Dallas. A man places a backpack on the ground and sprints away, leaving the backpack behind. Several bystanders notice the suspicious activity and call 9-1-1.

Impact on the Responder

Impacts on local responder will include a surge in demand for response operations and operational coordination. National Incident Management System (NIMS) compliant organizational structures may be activated, staffed, and equipped. The Emergency Operations Centers (EOC) should be activated to coordinate operations amongst homeland security/emergency management, law enforcement, medical personnel, and related disciplines. A Unified Command may be formed with appropriate local, state, and federal stakeholders. Command posts and staging areas will be set up to coordinate operations near the affected venue(s). Local agencies should present relevant and actionable information to the whole community to inform the public of the attack, including warnings for the public to stay away from the attack site(s) and allow first responders to operate. Law Enforcement personnel will be needed to coordinate critical transportation and to allow first responders access to the affected site(s). Debris removal and evidence collection teams will be needed to coordinate the removal and collection of debris from the site.

Continuity of Operations/Delivery of Services

The government of the City of Dallas may be disrupted for days, weeks, or longer in the event of a terrorist attack within the City. Operational coordination will require sustained resources for the duration of the incident response, as well as recovery. The duration of EOC activation will rely upon the magnitude and duration of attack(s), and the extent of damage and impacts to the City that must be addressed during recovery. First responder resources and steady-state operations may be strained for days, weeks, or months. Some level of overtime and backfill will likely be required for local first responder agencies. An incident-specific short-term recovery plan should be developed in the first 48-to-72 hour's post-event, utilizing incident-specific initial damage assessments. As initial response operations wind down, the transition to a recovery focus will begin. The Dallas EOC will likely remain activated during initial days of short-term recovery.

City of Dallas Consequence Analysis

Property, Facilities, Infrastructure

Terrorist incidents may have impact on structure throughout the City of Dallas, particularly those located in close proximity to the target(s). Impacts to buildings may include external structure damage to residences in close proximity to an attack site, due to fires, blast impacts including glass fragmentation, interruption of utilities due to damaged utility lines, or damaged sewer and water main lines. The type and extent of damage may be localized, as in a pipe bomb or active shooter event, or more widespread in the event of a vehicle born IED.

Impact on Environment

In general, the environmental impacts of terrorist attacks tend to be less severe than those of natural disasters or technological accidents, such as hazardous materials releases, which affect larger geographical areas. However, depending upon the nature of the attack, terrorist attacks may have moderate to severe impacts on the natural environment within the immediate and surrounding areas.

Impact on Economy

The city of Dallas is the largest economic center of the 12-county Dallas–Fort Worth–Arlington metropolitan area (commonly referred to as DFW), with a 2013 real GDP of \$448 billion. The city's economy is primarily based on banking, commerce, telecommunications, computer technology, energy, healthcare and medical research, and transportation and logistics. Dallas is home to the third-largest concentration of Fortune 500 companies in the nation and a terrorist attack aimed at one of these organizations would have severe economic consequences.

Public Confidence in Governance

Public confidence in governance during and after the response to any terrorist attack will likely depend on the efficiency and effectiveness of governmental response, on all levels local, county and state. Among the factors that might enhance public confidence are prompt response from first responders, accurate and accessible messaging delivered through consistent communications with the public, and speedy restoration of any impacted services, such as power and water, with minimal disruption. Any government response, including support to impacted communities, must be equitable, and must ensure the same level of resources are available to low-income populations and those populations with functional needs, as are available to the majority of the population.

Terrorism attacks in the United States are not limited to international terror organizations. Lone wolf and domestic terrorism attacks, most recently the June attack on the Dallas Police Departments Headquarters, have reflected that public confidence relies heavily on public perception of government competency throughout response operations. Successful delivery of services, including security, search and rescue, forensics, apprehension of suspects, and triage of casualties, can enhance public confidence in governance. Conversely, any failure to provide adequate support, such as security, healthcare, and/or sheltering services, in the aftermath of a major incident, can significantly decrease public confidence.

City of Dallas Consequence Analysis

Summary Table

Impact	Level	Disruption
Public	Minor - Severe	Impacts will depend on the nature of the attack. IED and Vehicle IED can result in high death tolls. These type of attacks may also generate fear or behavioral changes in Dallas residents.
Responder	Moderate - Severe	Surge in demand for response operations and operational coordination will require activation of the EOC. Responders will have to perform rescues, medical services, while preserving evidence and the crime scene.
COOP/DOS	Minimal - Moderate	Activation of COOP would most likely happen only if strategic city facilities were impacted. Delivery of services may be impacted due to impact area.
Property, Facilities, Infrastructure	Moderate - Severe	Terrorist attacks may destroy targeted structures. Generally impacts do not extend beyond the immediate impacted area.
Environment	Moderate - Severe	The relatively localized nature of terrorist attacks should minimize environmental impacts. The possibility of degraded air quality and release of harmful materials are possible.
Economy	Minimal – Moderate	Dallas's status as a major business center provides a number of targets that could have direct impact on the local and national economy. Behavioral changes may impact consumer confidence.
Public Confidence	Severe	Factors that will enhance public confidence are response from first responders, consistent quality messaging, and speedy restoration of any impacted services. Failure to provide adequate support in the aftermath of a major incident can significantly decrease public confidence.

Appendix E – CRS Overview and Executive Summary

Overview

The Community Rating System (CRS) is a nation-wide program sponsored by the Federal Emergency Management Agency (FEMA) through the National Flood Insurance Program (NFIP). This program has been in existence since 1990 and emphasizes reducing flood losses, facilitating accurate insurance ratings, and promoting awareness of flood insurance. The CRS program is administered by Insurance Services Office (ISO), the same organization which provides fire department rating services for insurance companies throughout the United States.

The CRS program is a voluntary program. It accomplishes its objectives by providing incentives in the form of flood insurance premium discounts for the citizens of communities which participate in the program. Participating in the CRS program involves performing activities which exceed minimal FEMA requirements for participating in the National Flood Insurance Program. Credit points are assigned according to a schedule, which is periodically revised, based on the types and level of activities performed by a community. These activities include but are not limited to such items as providing flood related information to citizens, conducting inspections and performing needed maintenance of drainage-ways, providing emergency warning to the citizens in the event of a flood, and conducting floodplain management planning. The six categories of potential activities addressed are preventive measures, property protection activities, activities to promote natural and beneficial functions of floodplains/preserve resources, emergency service activities, structural projects, and public information activities.

There are 10 classifications to the CRS program (1 to 10) with premium reductions for the properties in the Special Flood Hazard Area ("AA" and "V" flood zones) ranging from 0 to 45% depending upon the rating received by the community. The lower the rating in the CRS program the higher the insurance premium reduction (e.g. a Class 8 community receives a 10% reduction whereas a Class 9 receives a 5% reduction and a Class 10 receives a 0% reduction). The participating communities within Charleston County are currently Class 4, Class 5, Class 6, Class 7, Class 8 or Class 9 communities.

The benefits of participating in the CRS program include but are not limited to reduced flood insurance rates, enhanced floodplain management planning, national recognition, incentives to maintain flood programs, and becoming qualified for certain types of federal assistance (e.g. Flood Mitigation Assistance grant funding, Hazard Mitigation Grant Program funding, and Pre-Disaster Mitigation Grant Program funding) as a result of having an approved hazard mitigation plan. One of the potentially most important benefits is the enhanced preparedness for hazard events that occurs through better educating the citizens and the community officials regarding how to address the inevitable hazard events that will occur.

City of Dallas CRS Executive Summary

The City of Dallas has been a part of the CRS program since 1991. In 2014, the City went through a cycle verification visit with the Insurance Services Office, Inc. (ISO), FEMA's CRS management contractor. As a result of the visit, the City of Dallas was granted a CRS Class 5 which equated to a flood insurance premium reduction of 25% for its residents.

Below is a summary of the activities the City of Dallas received credit for in the 2014 cycle visit. The activities referenced are from the 2013 CRS Coordinator's Manual.

Activity 310 (Elevation Certificates) – The City of Dallas of Dallas does not permit new construction of substantial improvement to structures in the floodplain. The City requires that elevation certificates be obtained in cases in which structural improvements are proposed and the floodplain status is not clear. The City maintains all elevation certificates received.

Activity 320 (Map Information Service) – The City of Dallas Trinity Watershed Management (TWM) department provides information about the local flood hazard to residents and businesses so they can potential take steps to avoid problems and/or reduce their exposure to flooding. The Map Information Service includes information on the following items: FEMA Flood Insurance Rate Map (FIRM) information, Floodways, flood problems not shown on the FIRM, flood depth data, special flood-relation hazard (erosion and urban stormsewer flooding), and historical flooding. The service is publicized once a year

Activity 330 (Outreach Projects) – The objective of this activity is to provide the public with information needed to increase flood hazard awareness and to motivate actions to reduce flood damage, encourage flood insurance coverage, and protect the natural functions of floodplains. The City of Dallas has developed a comprehensive outreach plans which focuses on reaching residents through mailings, social media, and public meetings. These messages are delivered annually in English and in Spanish.

Activity 340 (Hazard Disclosure) - Section 5.008 of the Texas Property Code requires all sellers to disclose a property's potential flood hazard to prospective buyers before the lender notifies them of the need for flood insurance.

Activity 350 (Flood Protection Information) – The City of Dallas has resources available to the public on flood protection measures that extend beyond the annual outreach activities. The City of Dallas Library System has a number of local and FEMA publications related to protection of people and property from flood related hazards. The information is also available on the TWM website.

Activity 360 (Flood Protection Assistance) – The objective of this activity is to provide one-on-one help to people who are interested in protecting their property from flooding. The TWM staff are well qualified to provide advice on flood hazard, flood protection measures and/or possible financial assistance through meetings, phone calls, and site visits.

Activity 410 (Floodplain Mapping) – The key to reducing flood related hazards is to accurately determine the location of the hazard. The City of Dallas is constantly improving the quality of the floodplain mapping used for mitigation projects, citizen outreach, and to identify and regulate floodplain development. The City has developed new floodplain studies for nearly the entire City through FEMA's Map Modernization Program and Cooperating Technical Partners (CTP) Program. These studies utilized higher study standards than those required by FEMA at the time of the study.

Activity 420 (Open Space Preservation) – The objectives of this activity are to prevent flood damage by keeping flood-prone lands free of development and to protect and enhance the natural functions of floodplains. The City of Dallas preserves 69% of the current regulatory floodplain as open space through public ownership and floodway easements. Construction is prohibited in these areas to reduce potential increased flood damages from future development.

Activity 430 (Higher Regulatory Standards) – The City of Dallas has regulations in place to protect existing and future development and natural floodplain functions from flood related hazards. The following is a summary of the codes as they relate to the CRS Manual.

Development limitations (DL) - The City does not permit development within the regulatory floodplain but has criteria and a permitting system for floodplain reclamation. These criteria include compensatory storage for fill, structural freeboard, and velocity and water surface limitations.

Freeboard (FRB) – The City requires that all new or substantial improved structures have a building pad filled to an elevation of at least two feet above the design flood elevation and a the lowest floor be constructed three feet above the design flood elevation.

Cumulative substantial improvements (CSI) – The City requires that all improvements to a structure location in or adjacent to the regulatory floodplain do not exceed 50% of the building's pre-improvement value without meeting the current flood protection requirements. This value is calculated cumulatively for the last 10 years in order to reduce the potential for repetitive loss structures.

Building code (BC) – The City has adopted the entire 2012 International Code Series (I-Codes) including the International Building Code, International Residential Code, International Plumbing Code, International Mechanical Code, and International Fuel Gas Code. Coordinating floodplain management with local building code has helped the City reduce losses from natural hazards. Additionally, the City is rated a Class 5 by ISO for the Building Code Effectiveness Grading Schedule (BCEGS). The BCEGS assesses the building codes in effect in a community and how a community enforces them, with special emphasis on mitigation of losses from natural disasters.

Local Drainage Protection (LDP) – The City regulations require that all development provide positive drainage away from building sites in an effort to reduce localized flooding.

Activity 440 (Flood Data Maintenance) – The objective of this activity is to make community floodplain data more accessible, current, useful, and/or accurate so that the information contributes to the improvement of local regulations, insurance rating, planning, disclosure, and property appraisals. The City of Dallas maintains a GIS database containing all applicable information related to flood hazards. The information is used to for informational purposes with residents and in emergency situations. The City also maintains copies of all previous FIRM maps and FIS reports for use with mitigation projects, substantial improvement requirements, and insurance determinations.

Activity 501 (The Repetitive Loss List) – Repetitive Loss data is gathered by FEMA and sent to the communities to review and update for use in mitigation projects. The City has created a Repetitive Loss Plan to guide the flood hazard mitigation efforts and to be used during flood event response. The plan contains an inventory of the properties, a mitigation strategy, outreach materials, and detailed maps of the respective loss areas. Thirty-one percent of the properties on the inventory have been mitigated to date. The City has performed multiple repetitive loss area analyses to determine alternatives to mitigate the remaining properties. These alternatives are added to the City's Needs Inventory for inclusion in future bond programs.

Activity 510 (Floodplain Management Planning) – The City of Dallas participates in the Dallas County Multi-Hazard Multi-Jurisdictional Mitigation Action Plan. The City participates in the County wide Mitigation Advisory Committee, reviewed all portions of the previous hazard mitigation plan pertaining to the City, and incorporated relevant components into the City of Dallas Hazard Mitigation Annex. The annex serves as a complete hazard mitigation planning tool for the City of Dallas. It contains updated capability assessment information, a new vulnerability assessment, and an updated/revised mitigation strategy. The annex contains a number of ongoing and planned flood hazard mitigation projects derived from the City's Needs Inventory.

Activity 520 (Acquisitions and Relocations) – Acquisition and relocation projects remove people and property from harm's way and reduce the community's costs for disaster response, recovery, and repair. Additionally, these properties create additional open space in the floodplain and allow the lands to return to their natural function. The City of Dallas has actively acquired and relocated properties to mitigate repetitive loss properties and for structural flood control projects. The City has acquired fifty-eight properties since 1983.

Activity 530 (Flood Protection) – In addition to acquisitions and relocation projects, the City of Dallas has constructed a number of small flood control projects that reduce the flood hazard risk to people and property. These projects were identified through Floodplain Master Plans and added to the City's Needs Inventory. The mitigation projects were prioritized based on the potential reduction of flood risk and funded through the Capital Improvement Program (CIP). The constructed projects include bypass channels, dams, bridge/culvert improvements, and diversion systems. Many of these projects were constructed to mitigate the risk to repetitive loss properties.

Activity 540 (Drainage System Maintenance) – Trinity Watershed Management is responsible for the inspection and maintenance of the City owned drainage system, which includes natural and human-made creeks and open channels, underground storm sewer pipes, floodway management areas (FMA's), detention/retention basins, improved drainage easements, and Flood Control systems. The City of Dallas TWM has created a Standard Operating Procedure Manual for Drainage System Maintenance which details procedures for annual inspection and regular and post-storm maintenance of the system. The goal of the program is to keep the system free of debris so that the system can maintain the designed flood carrying and storage capacity. Problems areas identified through the maintenance program that can cause a flood hazard increase are added to the City's Needs Inventory list and funded through the CIP.

Activity 610 (Flood Warning and Response) – The City of Dallas is recognized as a StormReady Community. The City has several procedures in place to monitor riverine flood levels, especially along the Trinity River. This monitoring system is used for emergency response and road closures. The real-time information is displayed on the City's website for use by the public.

Activity 620 (Levees) – The City of Dallas has created a Trinity River Levee Emergency Action Plan (EAP) and Operation and Maintenance (O&M) manual. These documents outline procedures to properly inspect and maintain levees and to identify impending levee failures in a timely manner, disseminate warnings to appropriate floodplain occupants, and coordinate emergency response activities to reduce the threat to life and property.

Activity 630 (Dams) – The City of Dallas has created a Dallas Dams Emergency Action Plan (EAP) and Operation and Maintenance (O&M) manual. These documents outline procedures to properly inspect and maintain dams and to identify impending dam failures in a timely manner, disseminate warnings to appropriate floodplain occupants, and coordinate emergency response activities to reduce the threat to life and property.

AGENDA ITEM # 23**STRATEGIC
PRIORITY:**

Government Performance and Financial Management

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

All

DEPARTMENT:Office of Procurement Services
Department of Sustainable Development and Construction**CMO:**Elizabeth Reich, 670-7804
Majed Al-Ghafry, 670-3302**MAPSCO:**

N/A

SUBJECT

Authorize **(1)** an acquisition contract for the purchase and installation of two wide-format printers for the Department of Sustainable Development and Construction in the amount of \$36,000; and **(2)** a three-year service contract for maintenance and support of two wide-format printers in the amount of \$7,603 - Stewart Engineering Supply, Inc., lowest responsible bidder of eleven - Total not to exceed \$43,603 - Financing: Building Inspection Current Funds (subject to annual appropriations)

BACKGROUND

These contracts will allow for the purchase, installation, maintenance, and support for two wide-format printers for the Department of Sustainable Development and Construction. The Department of Sustainable Development and Construction operates a central filing office which acts as a library of records for the construction related documents. Citizens and businesses come to the central files office to obtain permits histories and copies of building plans for both commercial and residential properties. The purchase of these two wide-format printers will allow office staff to continue to provide requested print documents in a timely manner.

The purchase and maintenance of this equipment was included as part of a solicitation with other equipment. When evaluating the vendor responses, it was decided that the other equipment was critical and needed to be purchased, administratively. Additionally, the end users wanted more time to fully evaluate the most efficient use of the wide-format printers before purchasing. The purchase of these wide-format printers, the overall dollar amount exceeds the allowable amount that can be awarded administratively therefore, City Council approval is now required for this purchase.

BACKGROUND (continued)

As part of the solicitation process and in an effort to increase competition, the Office of Procurement Services used its procurement system to send out 1,210 email bid notifications to vendors registered under respective commodities. To further increase competition, the Office of Procurement Services 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, the Office of Business Diversity sent notifications to 25 chambers of commerce and advocacy groups to ensure maximum vendor outreach.

On November 10, 2015, City Council authorized the wage floor rate of \$10.37, by Resolution No. 15-2141; the selected vendor meets this requirement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Government Performance & Financial Management Committee will receive this item for consideration on February 5, 2018.

FISCAL INFORMATION

Building Inspection Current Funds - \$43,602.43 (subject to annual appropriations)

M/WBE INFORMATION

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

The awardee has fulfilled the good faith effort requirements set forth in the Business Inclusion and Development Plan (BID) adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

BID INFORMATION

The Office of Procurement Services received the following bids from solicitation number BU1721. We opened them on July 28, 2017. We recommend the City Council award these contracts to the lowest responsive and responsible bidder by line.

*Denotes successful bidder

BID INFORMATION (continued)

<u>Bidders</u>	<u>Address</u>	<u>Amount</u>
*Stewart Engineering Supply, Inc.	3221 E. Pioneer Pkwy. Arlington, TX 76010	Line 3 - \$43,602.43
Metro-Repro, Inc.	8906 Chancellor Row Dallas, TX 75247	Line 3 - \$49,354.00
Stewart Engineering Supply, Inc. Alternate 2	3221 E. Pioneer Pkwy. Arlington, TX 76010	Line 3 - \$54,851.84
Archive Supplies, Inc.	8925 Sterling St. Suite 150 Irving, TX 75063	Line 3 - \$58,498.00
Archive Supplies, Inc. Alternate 3	8925 Sterling St. Suite 150 Irving, TX 75063	Line 3 - \$58,498.00
Archive Supplies, Inc. Alternate 5	8925 Sterling St. Suite 150 Irving, TX 75063	Line 3 - \$58,498.00
NovaCopy, Inc.	4251 W. Carpenter Fwy. Irving, TX 75063	Line 3 - \$68,334.00
Archive Supplies, Inc. Alternate 2	8925 Sterling St. Suite 150 Irving, TX 75063	Line 3 - \$80,498.00
Archive Supplies, Inc. Alternate 4	8925 Sterling St. Suite 150 Irving, TX 75063	Line 3 - \$80,498.00
Archive Supplies, Inc. Alternate 6	8925 Sterling St. Suite 150 Irving, TX 75063	Line 3 - \$80,498.00
Databank	1421 Patton Place Suite 200 Carrollton, TX 75007	Line 3 - no bid

OWNER

Stewart Engineering Supply, Inc.

Jeff Stewart, President

Kathleen Stewart, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** an acquisition contract for the purchase and installation of two wide-format printers for the Department of Sustainable Development and Construction in the amount of \$36,000; and **(2)** a three-year service contract for maintenance and support of two wide-format printers in the amount of \$7,603 - Stewart Engineering Supply, Inc., lowest responsible bidder of eleven - Total not to exceed \$43,603 - Financing: Building Inspection Current Funds (subject to annual appropriations)

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

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$43,602.43	100.00%
TOTAL CONTRACT	<u>\$43,602.43</u>	<u>100.00%</u>

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & 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>

February 14, 2018

WHEREAS, on September 5, 2017, Administrative Action No. 17-6584 authorized a services-purchase contract with Stewart Engineering Supplies, Inc. for eight desktop scanners, in an amount not to exceed \$62,449.00; and

WHEREAS, on September 5, 2017, Administrative Action No. 17-6585 authorized a services-purchase contract with Archive Supplies, Inc. for five wide-format scanners, in an amount not to exceed \$21,410.00.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign **(1)** an acquisition contract for the purchase and installation of two wide-format printers for the Department of Sustainable Development and Construction in the amount of \$36,000.00; and **(2)** a three-year service contract for maintenance and support of two wide-format printers in the amount of \$7,602.43 with Stewart Engineering Supply, Inc. (257469), approved as to form by the City Attorney, in a total amount not to exceed \$43,602.43. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Stewart Engineering Supply, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Stewart Engineering Supply, Inc. under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$43,602.43 (subject to annual appropriations) to Stewart Engineering Supply, Inc. from Service Contract No. DEV-2018-00004814 from the following appropriation:

<u>Fund</u>	<u>Department</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>Encumbrance/Contract No.</u>
0150	DEV	3141	4720	\$36,000.00	DEV-2018-00004814
0150	DEV	3141	3099	\$ 7,602.43	DEV-2018-00004814

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 # 24

**STRATEGIC
PRIORITY:**

Government Performance and Financial Management

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

All

DEPARTMENT:

Office of Procurement Services
Department of Communication and Information Services

CMO:

Elizabeth Reich, 670-7804
Jody Puckett, 670-3390

MAPSCO:

N/A

SUBJECT

Authorize a three-year acquisition contract for the purchase of enterprise software licenses and maintenance for Geographic Information System software - ESRI, Inc., sole source - Not to exceed \$1,770,300 - Financing: Communication and Information Services Current Funds (subject to annual appropriations)

BACKGROUND

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

This acquisition contract will provide for the purchase of enterprise software licenses and maintenance for Geographic Information System (GIS) software to support the management, development, and distribution of GIS data. GIS software enables the City to store, edit, analyze, publish (both internally and externally) geographic data. The enterprise license agreement will consolidate current individual GIS software licenses into a single city-wide agreement. This single city-wide agreement will provide efficiencies in managing City owned licenses at a lower cost than the current GIS software arrangement. Maintenance and support includes software upgrades to current releases of software, service packs, patches, and technical support.

The City will have access to consulting services, premium technical support, and training, which can be leveraged to perform a variety of activities such as:

BACKGROUND (continued)

- Conduct a review of the current GIS environment, capabilities, and targeted objectives
- Provide recommendations for implementation, potential growth, or expansion of GIS enabled workflows across operations and technology environments
- Engaging with subject matter experts to discuss, plan, and/or demonstrate key concepts and capabilities
- Technical support to assist with mission critical workflows and applications

On November 10, 2015, City Council authorized the wage floor rate of \$10.94, by Resolution No. 15-2141; the selected vendor meets this requirement.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On February 25, 2015, City Council authorized a five-year service contract for Geographic Information System software maintenance with Environmental Systems Research Institute, Inc. by Resolution No. 15-0338.

The Government Performance & Financial Management Committee will receive this item for consideration on February 5, 2018.

FISCAL INFORMATION

Communication and Information Services Current Funds - \$1,770,300 (subject to annual appropriations)

M/WBE INFORMATION

The Office of Procurement Services did not contact any M/WBE or other vendors for this item because the recommended awardee has the exclusive licensing rights and is the sole source provider.

The awardee has fulfilled the good faith effort requirements set forth in the Business Inclusion and Development Plan (BID) adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

BID INFORMATION

<u>Bidder</u>	<u>Address</u>	<u>Amount</u>
ESRI, Inc.	380 New York Street Redland, CA 92373	\$1,770,300

Note: The Office of Procurement Services conducted a sole source review and found no exceptions.

OWNER

ESRI, Inc.

Jack Dangermond, President

Laura Dangermond, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year acquisition contract for the purchase of enterprise software licenses and maintenance for Geographic Information System software - ESRI, Inc., sole source - Not to exceed \$1,770,300 - Financing: Communication and Information Services Current Funds (subject to annual appropriations)

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

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$1,770,300.00	100.00%
TOTAL CONTRACT	\$1,770,300.00	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%

February 14, 2018

WHEREAS, on February 25, 2015, City Council authorized a five-year service contract for Geographic Information System software maintenance with Environmental Systems Research Institute, Inc. by Resolution No. 15-0338.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an acquisition contract with ESRI, Inc. (265847), approved as to form by the City Attorney, for the purchase of enterprise software licenses and maintenance for Geographic Information System software for a term of three years, in an amount not to exceed \$1,770,300. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to ESRI, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by ESRI, Inc. under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,770,300 (subject to annual appropriations) to ESRI, Inc. from Service Contract No. DSV-2017-00002027.

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**STRATEGIC
PRIORITY:**

Government Performance and Financial Management

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

1, 2, 6, 14

DEPARTMENT:Office of Procurement Services
Department of Convention and Event Services
Department of Equipment and Building Services**CMO:**Elizabeth Reich, 670-7804
Joey Zapata, 670-3009
Jody Puckett, 670-3390**MAPSCO:**

44 S 45 L 45 P 45 Q 45 U 46 J 54 H

SUBJECT

Authorize two four-year concession contracts, with two one-year renewal options, for the installation, operation, and maintenance of automated teller machines at various City facilities - Metro Games, Inc. minimum annual guarantee \$13,830 and Choice ATM Enterprises, Inc. minimum annual guarantee \$14,000, highest responsible bidders of three - Total Minimum Annual Guarantee: \$27,830

BACKGROUND

These concession contracts will allow for the continuance of installation, operation, and maintenance services of automated teller machines (ATM's) for the use of City employees and patrons who visit City facilities. Continuing ATM services at strategic locations provides a convenient way for patrons to access cash for the payment of fees and fines. These facilities include:

- City Hall
- Oak Cliff Municipal Center
- Jack Evans Police Headquarters
- Police Auto Pound
- Central Library
- Municipal Court
- Marshal's Office
- Majestic Theater

BACKGROUND (continued)

ATM's will also be located at the Kay Bailey Hutchison Convention Center Dallas. These ATM's will be provided for the convenience of visitors attending events such as conferences, meetings, exhibitions, and sporting events. Additional ATM's may be requested on an as-needed basis to cover larger events.

As part of the solicitation process and in an effort to increase competition, the Office of Procurement Services used its procurement system to send out 287 email bid notifications to vendors registered under respective commodities. To further increase competition, the Office of Procurement Services 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, the Office of Business Diversity sent notifications to 25 chambers of commerce and advocacy groups to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 26, 2010, City Council authorized a four-year concession contract, with three one-year renewal options, for automated teller machines at City Hall, Oak Cliff Municipal Center, and Jack Evans Police Headquarters with Choice ATM Enterprises, Inc. by Resolution No. 10-2731.

On October 24, 2012, City Council authorized a five-year concession contract for the installation, operation, and maintenance of automated teller machines at the Police Auto Pound, Farmers Market, Municipal Court, and Central Library with Metro Route Services by Resolution No. 12-2656.

The Government Performance & Financial Management Committee will receive this item for consideration on February 5, 2018.

FISCAL INFORMATION

Minimum Annual Guarantee - \$27,830

M/WBE INFORMATION

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

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

BID INFORMATION

The Office of Procurement Services received the following bids from solicitation number BKZ1717. We opened them on November 3, 2017. We recommend the City Council award these concession contracts to the highest responsible bidders to the City by group.

*Denotes successful bidders

<u>Bidders</u>	<u>Address</u>	<u>Amount</u>
*Metro Games, Inc.	3419 Royalty Row Irving, TX 75062	Group 1 - \$13,830 Group 2 - \$10,000
*Choice ATM Enterprises, Inc.	2000 E. Lamar Blvd. Suite 750 Arlington, TX 76006	Group 1 - \$11,950 Group 2 - \$14,000
U.S. Bank	7206 N. Terra Vista Dr. Peoria, IL 61614	Group 1 - No Bid Group 2 - \$1,800

OWNERS

Metro Games, Inc.

Ron Adams, President

Choice ATM Enterprises, Inc.

John Di Palma, President

February 14, 2018

WHEREAS, on October 26, 2010, City Council authorized a four-year concession contract, with three one-year renewal options, for automated teller machines at City Hall, Oak Cliff Municipal Center and Jack Evans Police Headquarters with Choice ATM Enterprises, Inc. by Resolution No. 10-2731; and

WHEREAS, on October 24, 2012, City Council authorized a five-year concession contract for the installation, operation and maintenance of automated teller machines at the Police Auto Pound, Farmers Market, Municipal Court and Central Library with Metro Route Services by Resolution No. 12-2656; and

WHEREAS, on May 24, 2011, Administrative Action No. 11-1011 authorized Supplemental Agreement No. 1 amending the scope of services and concession fees to the concession contract with Choice ATM Enterprises, Inc.; and

WHEREAS, on May 24, 2012, Administrative Action No. 12-1441 authorized Supplemental Agreement No. 2 amending the scope of services and concession fees to the concession contract with Choice ATM Enterprises, Inc.; and

WHEREAS, on October 16, 2014, Administrative Action No. 14-6943 authorized Supplemental Agreement No. 3 amending the scope of services of the concession contract with Choice ATM Enterprises, Inc. and extending the term of the contract for one year from October 26, 2014 to October 25, 2015; and

WHEREAS, on November 19, 2015, Administrative Action No. 15-7273 authorized Supplemental Agreement No. 4 to extend the term of the concession contract with Choice ATM Enterprises, Inc. for one year from October 26, 2015 to October 25, 2016; and

WHEREAS, on November 1, 2016, Administrative Action No. 16-6937 authorized Supplemental Agreement No. 5 to extend the term of the concession contract with Choice ATM Enterprises, Inc. for one year from October 26, 2016 to October 25, 2017.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign two four-year concession contracts, each with two one-year renewal options, with Metro Games, Inc. (504437) minimum annual guarantee \$13,830 and Choice ATM Enterprises, Inc. (VS0000056169) minimum annual guarantee \$14,000, approved as to form by the City Attorney, for the installation, operation, and maintenance of automated teller machines at various City facilities, for a total minimum annual guarantee amount of \$27,830.

February 14, 2018

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit revenue in the estimated revenue amount of \$27,830 generated from Choice ATM Enterprises, Inc. and Metro Games, Inc. from Concession Contract No. POM-2018-00004925, as follows:

<u>Fund</u>	<u>Department</u>	<u>Unit</u>	<u>Revenue Code</u>	<u>Estimated Amount</u>
0001	EBS	3059	7279	\$13,830
0080	CCT	7860	7279	\$14,000

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 # 26

**STRATEGIC
PRIORITY:**

Government Performance and Financial Management

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Office of Procurement Services
Department of Aviation

CMO:

Elizabeth Reich, 670-7804
Jody Puckett, 670-3390

MAPSCO:

34 E

SUBJECT

Authorize the purchase of one regenerative air sweeper with Tymco International through the Houston-Galveston Area Council of Governments - Not to exceed \$120,580
- Financing: Aviation Current Funds

BACKGROUND

This item will allow for the purchase of one regenerative air sweeper to be used by Aviation.

The regenerative air sweeper will be used at Dallas Love Field to eliminate debris on paved surfaces, within the aircraft operations area, which could be ingested by aircraft engine turbines and cause mechanical failure.

The Houston-Galveston Area Council of Governments agreements are authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code. Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Government Performance & Financial Management Committee will receive this item for consideration on February 5, 2018.

FISCAL INFORMATION

Aviation Current Funds - \$120,580

OWNER

Tymco International

Kenneth J. Young, President
Gary B. Young, Vice President

February 14, 2018**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

SECTION 1. That the purchase of one regenerative air sweeper is authorized with Tymco International (399153) through the Houston-Galveston Area Council of Governments, in an amount not exceed \$120,580.

SECTION 2. That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for one regenerative air sweeper. If a formal contract is required for this purchase instead of a purchase order, the City Manager is hereby authorized to execute the contract, 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 \$120,580 to Tymco International from Contract No. AVI-2018-00004691 from the following appropriation:

<u>Fund</u>	<u>Department</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>Encumbrance</u>
0130	AVI	7722	4742	\$120,580	POAVI00000137327

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 # 27**STRATEGIC
PRIORITY:**

Government Performance and Financial Management

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

N/A

DEPARTMENT:Office of Procurement Services
Police Department**CMO:**Elizabeth Reich, 670-7804
Jon Fortune, 670-1204**MAPSCO:**

N/A

SUBJECT

Authorize the sale of one 2016 GMC Sierra pickup through a public auction on January 17, 2018, to Monica Acosta, highest bidder - Revenue: \$20,250

BACKGROUND

This action seeks approval to sell one 2016 GMC Sierra pickup which was publicly auctioned on January 17, 2018. The vehicle was part of a normal auction of impounded vehicles from the Police Department auto pound.

The City used its current contract auctioneer, Lone Star Auctioneers, Inc., to auction this equipment. The auctioneer charges a buyer's premium instead of the City paying a fee.

Dallas City Code 2-37.4 requires that when the highest bid for property is more than \$20,000.00, the sale to the highest bidder must be confirmed by City Council.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Government Performance & Financial Management Committee will receive this item for consideration on February 5, 2018.

FISCAL INFORMATION

Revenue - \$20,250

BID INFORMATION

The following bid was received at public auction on January 17, 2018.

*Denotes successful bidder

<u>Bidder</u>	<u>Address</u>	<u>Amount</u>
*Monica Acosta	2333 Dyson Dallas, TX 75215	\$20,250

OWNER

Monica Acosta, Individual

February 14, 2018

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

SECTION 1. That the City Manager or designee is hereby authorized to sell one 2016 GMC Sierra pickup through a public auction on January 17, 2018, to the highest bidder, Monica Acosta, for an amount not to exceed \$20,250.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds received from the proceeds of the sale to Fund 0001, Department BMS, Unit 1999, Revenue Code 8414, in the amount of \$17,212.50 and Fund 0199, Department POM, Unit 1232, Revenue Code 8420, in the amount of \$3,037.50.

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.

**STRATEGIC
PRIORITY:**

Quality of Life

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

10, 11

DEPARTMENT:

Park & Recreation Department

CMO:

Willis Winters, 670-4071

MAPSCO:

Various

SUBJECT

Authorize a ten-year Interlocal Agreement, with two five-year renewal options, with Richardson Independent School District for shared access of campus grounds after school hours and weekends – Financing: No cost consideration to the City

BACKGROUND

Currently, approximately only half of Dallas residents live within a ten minute walk of a park. In north and north east Dallas, there are several areas that are highly deficient in open space. A strategy utilized nationally to increase resident access to park and open space is to partner with schools to make their campuses available for resident use after school hours and weekends. By partnering with Richardson Independent School District (RISD), the City will be able to fill many gaps in service without the need to acquire new park land.

The agreement will cover the following five schools in Council District 10 and two schools in Council District 11:

Council District 10

Forest Lane Academy Elementary School
Forest Meadow Junior High
Lake Highlands Elementary School
Stults Elementary School
Thurgood Marshall Elementary School

Council District 11

RISD Academy Elementary School
Spring Valley Elementary School

BACKGROUND (continued)

There are two primary deal points in the agreement. First, RISD will formally allow neighborhood residents access to the campuses after school hours and weekends. Second, RISD and the City will partner on capital improvements to the campuses subject to funding availability of both parties. It is anticipated that the primary improvements will be loop trails. Any capital improvements completed under this agreement will be maintained by the City and owned by RISD.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 4, 2018, the Park and Recreation Board authorized a ten-year Interlocal Agreement, with two five-year renewal options, with Richardson Independent School District.

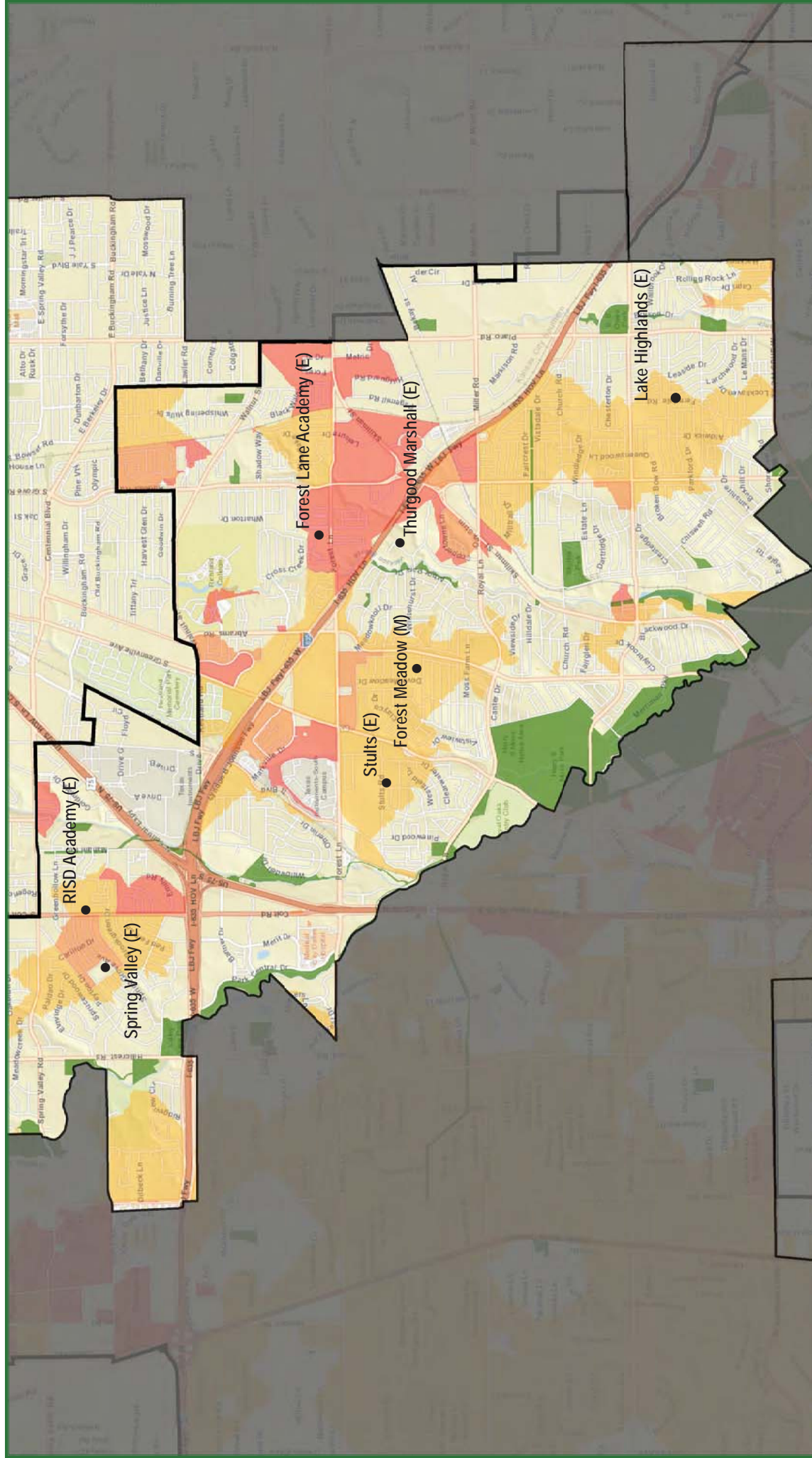
Information about this item will be provided to the Quality of Life, Arts and Culture Committee on February 12, 2018.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached



Richardson Independent School District Dallas Park and Recreation Department Partnership Campuses



CD
10 & 11

February 14, 2018

WHEREAS, a national best practice is for park systems to partner with school districts to increase the availability of park land and open space to residents; and

WHEREAS, the City of Dallas has joined the Trust for Public Land's ten minute walk initiative to ensure as many residents as possible have access to a park or open space within a ten minute or 0.5 mile walk of their home; and

WHEREAS, the City of Dallas and Richardson Independent School District (RISD) desire to enter into a ten-year Interlocal Agreement, with two five-year renewal options, for shared access of campus grounds after school hours and weekends and to partner on capital improvements subject to funding availability; and

WHEREAS, any capital improvements to the school campuses completed under this agreement will be maintained by the City and owned by RISD.

Now, Therefore,

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

SECTION 1. That the President of the Park and Recreation Board and the City Manager are hereby authorized to sign a ten-year Interlocal Agreement, with two five-year renewal options, with Richardson Independent School District, approved as to form by the City Attorney, for shared access of campus grounds after school hours and weekends.

SECTION 2. That this contract is designated as Contract No. PKR-2018-00005318.

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.

**STRATEGIC
PRIORITY:**

Quality of Life

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

2, 5, 11

DEPARTMENT:

Park & Recreation Department

CMO:

Willis Winters, 670-4071

MAPSCO:

15H, 47E, 59W

SUBJECT

Authorize an increase in the construction services contract with The Fain Group, Inc. to add increased scope of work associated with three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Belt Line Road, and Samuell Grand Park located at 6200 East Grand Avenue - Not to exceed \$351,667, from \$20,562,297 to \$20,913,964 - Financing: Elgin B. Robertson Land Sale Funds

BACKGROUND

On June 28, 2017, City Council authorized a contract with The Fain Group, Inc. for construction of three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Belt Line Road and Samuell Grand Park located at 6200 East Grand Avenue, in an amount not to exceed \$20,562,297.00, by Resolution No. 17-1085.

This action will authorize Change Order No. 1 to the construction services contract with The Fain Group, Inc., in an amount not to exceed \$351,666.61, from \$20,562,297.00 to \$20,913,963.61, for an increase in the contract to modify the location of the filtration building to accommodate a future right-of-way on Hillcrest Road at Fretz Park; re-route the existing water line which serves the recreation center and the aquatic center at Fretz Park; install a three-phase primary electrical power feed at Crawford Memorial Park; and add gates to the perimeter fence at Crawford Memorial Park and Samuell Grand Park aquatic centers.

ESTIMATED SCHEDULE OF PROJECT

Began Construction

August/September 2017

Complete Construction

May 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 14, 2015, the Quality of Life and Environment Committee was briefed on the Aquatics Master Plan Update.

On October 7, 2015, City Council was briefed on the Aquatics Master Plan Update.

On October 8, 2015, the Park and Recreation Board authorized the Aquatics Master Plan Update .

On December 9, 2015, City Council authorized the professional services contract for Phase 1 Implementation by Resolution No. 15-2271.

On March 10, 2016, the Park and Recreation Board was briefed on the Aquatics Master Plan - Public Meeting Update.

On October 20, 2016, the Park and Recreation Board was briefed on the Aquatics Master Plan Phase 1 Implementation.

On November 2, 2016, City Council was briefed on the Aquatics Master Plan Phase 1 Implementation.

On December 1, 2016, the Park and Recreation Board authorized proceeding with advertisement for construction procurement.

On May 18, 2017, the Park and Recreation Board authorized a professional services contract for construction of three regional family aquatic centers at Crawford Memorial Park, Fretz Park and Samuell Grand Park.

On June 21, 2017, City Council was briefed on the Aquatics Master Plan and Phase 1 Implementation.

On June 28, 2017, City Council authorized a contract with The Fain Group, Inc. for construction of three regional family aquatic centers at Crawford Memorial Park, Fretz Park and Samuell Grand Park by Resolution No. 17-1085.

Information about this item will be provided to the Quality of Life, Arts and Culture Committee on February 12, 2018.

FISCAL INFORMATION

Elgin B. Robertson Land Sale Funds - \$351,666.61

Construction Contract	\$20,562,297.00
Change Order No. 1 (this action)	<u>\$ 351,666.61</u>

Total not to exceed	\$20,913,963.61
---------------------	-----------------

<u>Council District</u>	<u>Amount</u>
2	\$ 3,332.70
5	\$255,381.36
11	<u>\$ 92,952.55</u>
Total	\$351,666.61

M/WBE INFORMATION

See attached.

OWNER

The Fain Group, Inc.

Larry Frazier, President

MAPS

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the construction services contract with The Fain Group, Inc. to add increased scope of work associated with three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Belt Line Road, and Samuel Grand Park located at 6200 East Grand Avenue - Not to exceed \$351,667, from \$20,562,297 to \$20,913,964 - Financing: Elgin B. Robertson Land Sale Funds

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

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	\$351,666.61	100.00%
TOTAL CHANGE ORDER	<u>\$351,666.61</u>	<u>100.00%</u>

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

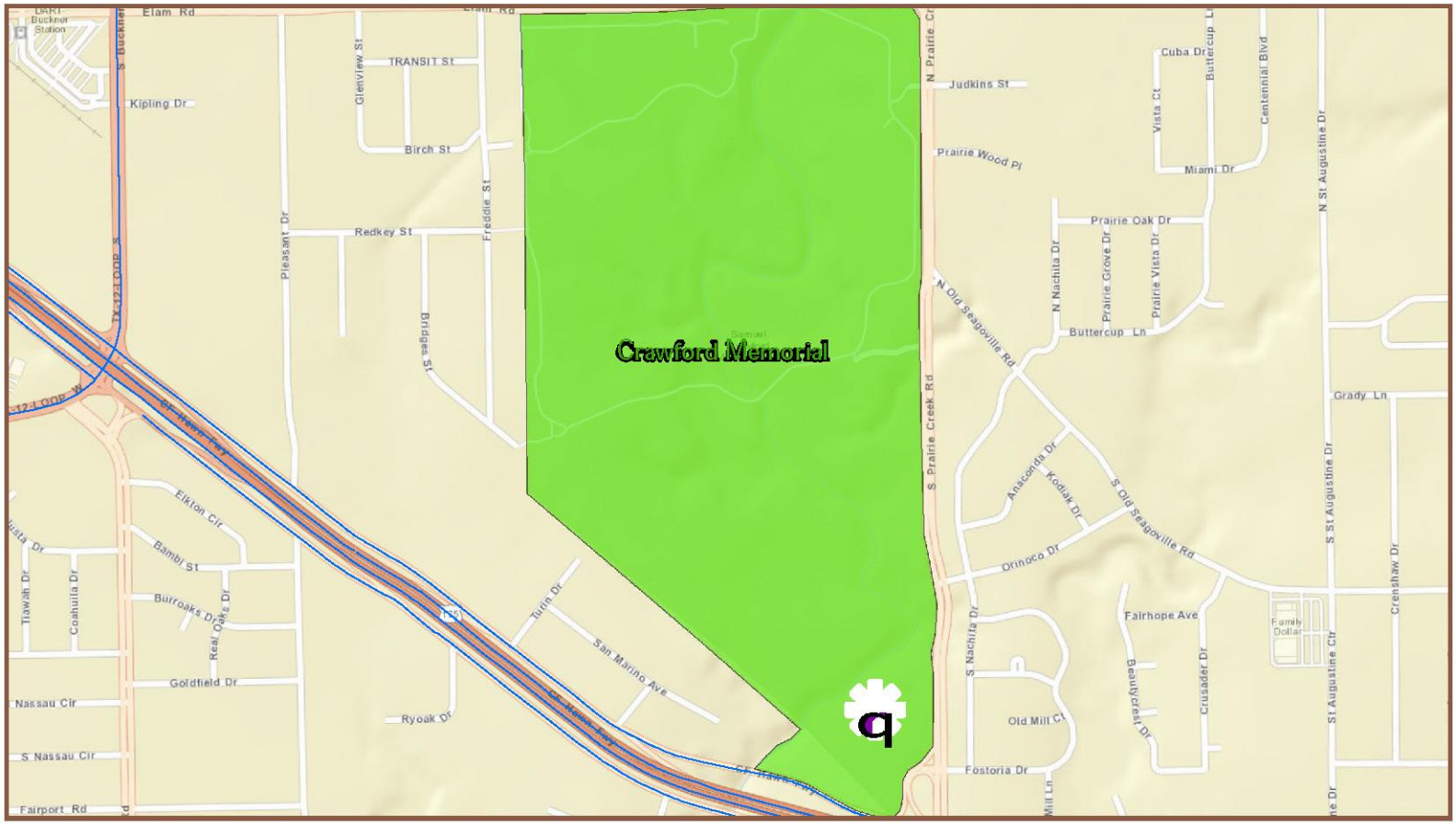
None

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%	\$457,571.00	2.19%
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%	\$8,522,531.00	40.75%
Total	<u>\$0.00</u>	<u>0.00%</u>	<u>\$8,980,102.00</u>	<u>42.94%</u>



Aquatic Center: Crawford Memorial Park
(8700 Elam Rd)

Mapsc0
59W

District
5



0 155 310 620 930 Feet

Aquatic Center: Samuel-Grand Park
(6200 E Grand Ave)

Mapsc
47 E

District
2

February 14, 2018

WHEREAS, on June 28, 2017, City Council authorized a contract with The Fain Group, Inc. for construction of three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Belt Line Road, and Samuell Grand Park located at 6200 East Grand Avenue, in an amount not to exceed \$20,562,297.00 by Resolution No. 17-1085; and

WHEREAS, this action will authorize Change Order No. 1 to the construction services contract with The Fain Group, Inc. to add increased scope of work associated with three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Belt Line Road, and Samuell Grand Park located at 6200 East Grand Avenue, in an amount not to exceed \$351,666.61, increasing the contract amount from \$20,562,297.00 to \$20,913,963.61.

Now, Therefore,

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

SECTION 1. That an increase in the construction services contract with The Fain Group, Inc. (Change Order No. 1) is authorized to add increased scope of work associated with three regional family aquatic centers at Crawford Memorial Park located at 8700 Elam Road, Fretz Park located at 6994 Belt Line Road, and Samuell Grand Park located at 6200 East Grand Avenue, in an amount not to exceed \$351,666.61, increasing the contract amount from \$20,562,297.00 to \$20,913,963.61.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$351,666.61 to The Fain Group, Inc. in accordance with the terms and conditions of the contract, as follows:

Crawford Memorial Park

Elgin B. Robertson Land Sale Fund

Fund 0467, Department PKR, Unit W109

Object 4599, Activity AQFC, Program PKP945.6

Encumbrance/Contract No. CX-PKR-2017-00001818

Commodity 91200, Vendor VS0000040276 \$ 255,381.36

Fretz Park

Elgin B. Robertson Land Sale Fund

Fund 0467, Department PKR, Unit W109

Object 4599, Activity AQFC, Program PKP945.1

Encumbrance/Contract No. CX-PKR-2017-00001818

Commodity 91200, Vendor VS0000040276 \$ 92,952.55

February 14, 2018

SECTION 2. (continued)

Samuell Grand Park

Elgin B. Robertson Land Sale Fund

Fund 0467, Department PKR, Unit W109

Object 4599, Activity AQFC, Program PKP945.2

Encumbrance/Contract No. CX-PKR-2017-00001818

Commodity 91200, Vendor VS0000040276

\$ 3,332.70

Total amount not to exceed

\$ 351,666.61

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.

**STRATEGIC
PRIORITY:**

Public Safety

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

All

DEPARTMENT:

Police Department
Court & Detention Services
Fire-Rescue Department

CMO:

Jon Fortune, 670-1204

MAPSCO:

N/A

SUBJECT

Authorize **(1)** an application for and acceptance of the Rifle-Resistant Body Armor Grant in the amount of \$1,764,300 (Grant No. 3483001) from the Office of the Governor, Criminal Justice Division to provide funding for the purchase of the rifle-resistant body armor for the Dallas Police Department, Dallas City Marshal's Office, and Dallas-Fire Rescue Department for the period January 1, 2018 to December 31, 2018; **(2)** establishment of appropriations in an amount not to exceed \$1,764,300 in the CJD-Rifle-Resistant Body Armor Grant Program 2018 Fund; **(3)** receipt and deposit of grant funds in an amount not to exceed \$1,764,300 in the CJD-Rifle-Resistant Body Armor Grant Program 2018 Fund; and **(4)** execution of the grant agreement - Total not to exceed \$1,764,300 - Financing: Office of the Governor, Criminal Justice Division State Grant Funds

BACKGROUND

The safety of first responders is a high priority and providing them with equipment and tools that mitigate the dangers and hazards to protect the public from harm is critical.

Body armor enhances the survivability of officers subjected to hostile fire from various forms of ballistic rounds. The National Institute of Justice (NIJ) has developed a series of nationally accepted ratings for the body armor worn by law enforcement officers. These ratings define the level of ballistic performance.

To meet this safety need, ballistic resistant body armor is issued to each officer in the Dallas Police Department. A concealable vest with soft ballistic plates is sized and tailored to fit each officer and intended for daily wear while on duty. This concealable vest offers protection rated by NIJ as level IIIA.

BACKGROUND (continued)

In response to events like the tragedy that took place in downtown Dallas on July 7, 2016, a higher level of body armor protection is needed to defend against high velocity rifle rounds. Another type of ballistic vest and plates are required in this case and is rated by NIJ as level IV. This ballistic vest and plates are not intended for normal daily wear while on duty as the sheer weight and restriction on mobility of this protective but cumbersome equipment is not reasonable. Instead they are donned when there is an active shooter or in preparation for an event that could evolve into a life-threatening incident.

To address this equipment need, on September 13, 2017, by Resolution No. 17-1399, City Council passed a three-year master agreement for the purchase of ballistic harnesses, trauma plates, and helmets for police officers. The Dallas Police Department has ordered 2,000 level IIIA helmets and carriers (level IV) and 4,000 (level IV) trauma plates. This equipment is currently being shipped, delivered and soon will be prepped for anticipated issuance to police officers in the first and second quarter of 2018. These items were purchased through a combination of U.S. Homeland Security Grant Funds and General Fund dollars.

However, the City continued to research and seek various avenues and funding sources to further enhance our safety efforts. In response to the safety needs for officers across the State of Texas, the Office of the Governor developed a \$25M grant solicitation for rifle resistant body armor for award to law enforcement agencies. The City of Dallas applied and was awarded \$1,764,300. The submitted grant application requested funding to purchase 2,500 level III ballistic plates inserts and carriers that will be worn in conjunction with the level IIIA concealable vest issued to every Dallas police officer. NIJ level III protection is rated to stop multiple rifles rounds. The grant will also fund 65 level IV ballistic plates and carriers for the Dallas Marshal's Office and Dallas Fire Rescue Department - Arson/Bomb Squad officers. The intended issuance is broken down between the Dallas Police Department (2,435 level III), Dallas Marshal's Office (40 level III and 40 level IV) and Dallas Fire-Rescue Department – Arson/Bomb Squad (25 level III and 25 level IV).

The City has begun the procurement process for the purchase of the awarded equipment and anticipates completion by late summer 2018.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Public Safety and Criminal Justice Committee will be briefed by memorandum regarding this matter on February 12, 2018.

FISCAL INFORMATION

Office of the Governor, Criminal Justice Division State Grant Funds - \$1,764,300

February 14, 2018

WHEREAS, the State of Texas, Office of the Governor, Criminal Justice Division (CJD) has made funds available to aid agencies with the purchase of rifle-resistant body armor during FY 2017-18; and

WHEREAS, the increased program and funding source would benefit the City of Dallas in its endeavor to increase officer safety; and

WHEREAS, the City of Dallas agrees that in the event of loss or misuse of the CJD funds, the City of Dallas assures that the funds will be returned to the CJD in full; and

WHEREAS, the City of Dallas designates the City Manager or an Assistant City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, it is in the best interest of the City of Dallas to accept such funding.

Now, Therefore,

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

SECTION 1. That the City Manager or designee is hereby authorized to apply for and accept the Rifle-Resistant Body Armor Grant in the amount of \$1,764,300 (Grant No. 3483001) from the Office of the Governor, Criminal Justice Division to provide funding for the purchase of rifle-resistant body armor for the Dallas Police Department, Dallas City Marshal's Office, and Dallas-Fire Rescue Department for the period January 1, 2018 to December 31, 2018 and sign the grant agreement.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$1,764,300 in the CJD-Rifle-Resistant Body Armor Grant Program 2018 Fund, Fund S321, Department DPD, Unit 3570, Object 2890.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit grant funds in an amount not to exceed \$1,764,300 into the CJD-Rifle-Resistant Body Armor Grant Program 2018 Fund, Fund S321, Department DPD, Unit 3570, Revenue Code 6516.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,764,300 from the CJD-Rifle-Resistant Body Armor Grant Program 2018 Fund, Fund S321, Department DPD, Unit 3570, Object 2890.

SECTION 5. That in the event of loss or misuse of funds, the City of Dallas will return all grant funds to the Office of the Governor, Criminal Justice Division, in full.

February 14, 2018

SECTION 6. That the City Manager is hereby authorized to reimburse the Office of the Governor, Criminal Justice Division in the event of loss, or misuse of funds, in full. The City Manager shall notify the appropriate City Council Committee of any return of grants funds not later than 30 days after the reimbursement.

SECTION 7. That the City Manager shall keep the appropriate City Council Committee informed of all Criminal Justice Division final monitoring reports not later than 30 days after receipt of the report.

SECTION 8. That this contract is designated as Contract No. DPD-2018-00005274.

SECTION 9. 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

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

7

DEPARTMENT:

Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

48 J

SUBJECT

Authorize a professional services contract with CDM Smith, Inc. to provide engineering services for a comprehensive assessment and preliminary design report for the rehabilitation of the Jim Miller Pump Station - Not to exceed \$1,975,000 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

The Jim Miller Pump Station located at 5200 Jim Miller Road in Dallas, Texas is one of the largest and most critical pumping facilities in the Dallas Water Utilities potable water distribution system. The 20 million gallon reservoir receives and stores water from the East Side Water Treatment Plant and supplies water to central, east, and north Dallas, as well as the Pleasant Grove area.

The pump station was constructed in 1950, the reservoir was added in 1978, and a major expansion of the pump station was constructed in 1985. Much of the equipment in the station dates back to the original construction and is inefficient and expensive to operate and maintain. Operation of the pump station can cause surge issues at the pump station and in the distribution system. Unmitigated surge can damage equipment and rupture pipelines.

This action will provide engineering services for a comprehensive assessment of the pump station and reservoir structures, pumps, motors, valves, pipes, electrical gear, instrumentation, heating, ventilation, and air condition equipment. The engineering firm will make recommendations to bring the station up to current building codes and pump station design standards, with a focus on mitigating surge, increasing efficiency, and extending the service life of the pump station. These recommendations will be compiled into a preliminary design report with final design and construction phase services to occur under a future supplemental agreement.

ESTIMATED SCHEDULE OF PROJECT

Begin Preliminary Design	March 2018
Complete Preliminary Design	August 2019
Begin Final Design	September 2019
Complete Final Design	July 2020
Begin Construction	October 2020
Complete Construction	October 2022

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$1,975,000.00

M/WBE INFORMATION

See attached.

OWNER

CDM Smith, Inc.

Steve Hickox, Chief Executive Officer
Tim Wall, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with CDM Smith, Inc. to provide engineering services for a comprehensive assessment and preliminary design report for the rehabilitation of the Jim Miller Pump Station - Not to exceed \$1,975,000 - Financing: Water Utilities Capital Improvement Funds

CDM Smith 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	\$1,975,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$1,975,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

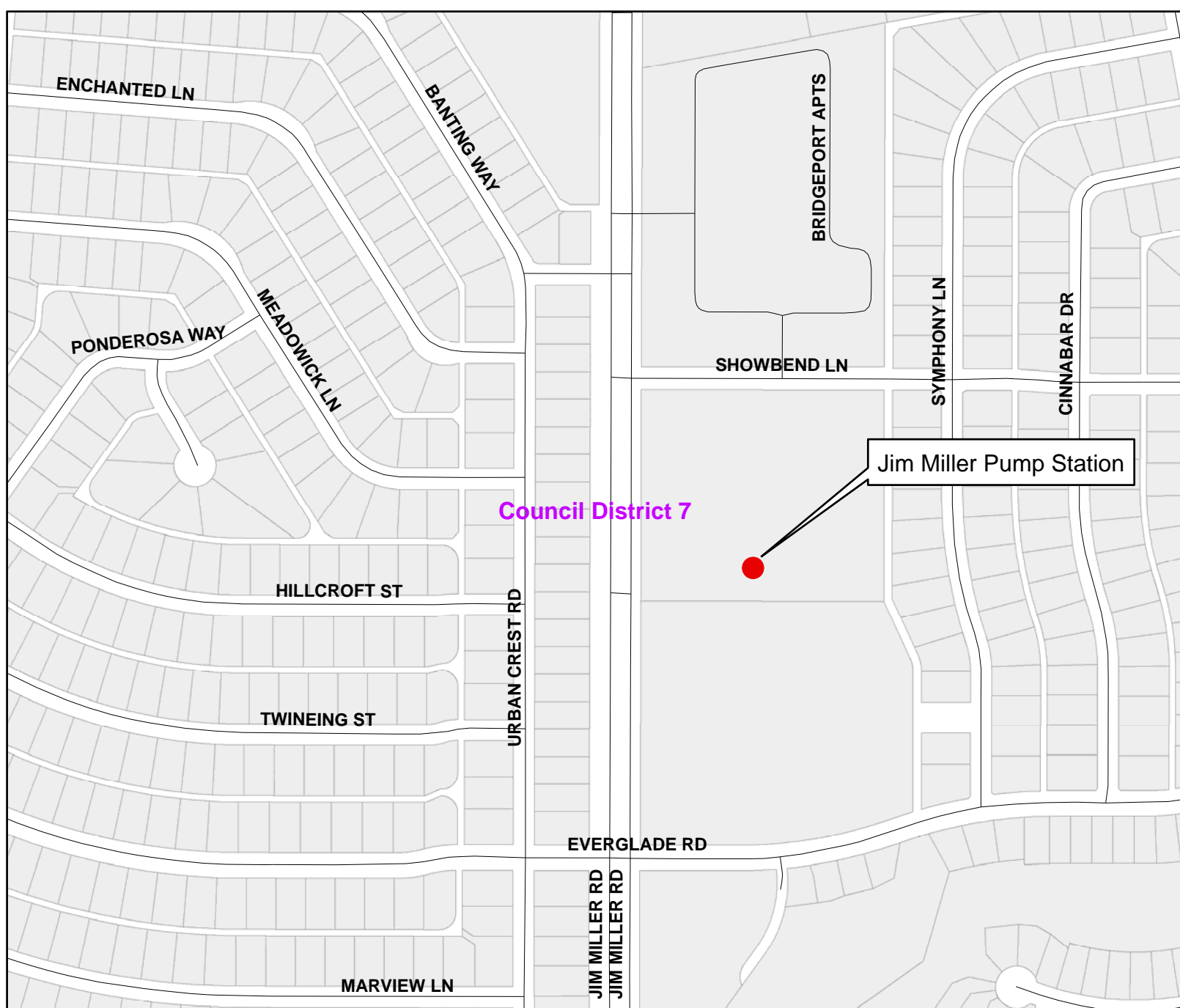
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
GSR Andrade	HMMB60009Y0819	\$49,360.00	2.50%
JQ Infrastructure	IMDB66332Y0818	\$217,105.00	10.99%
Gupta & Associates, Inc.	PMMB72494Y0818	\$218,570.00	11.07%
Total Minority - Local		\$485,035.00	24.56%

Non-Local Contractors / Sub-Contractors

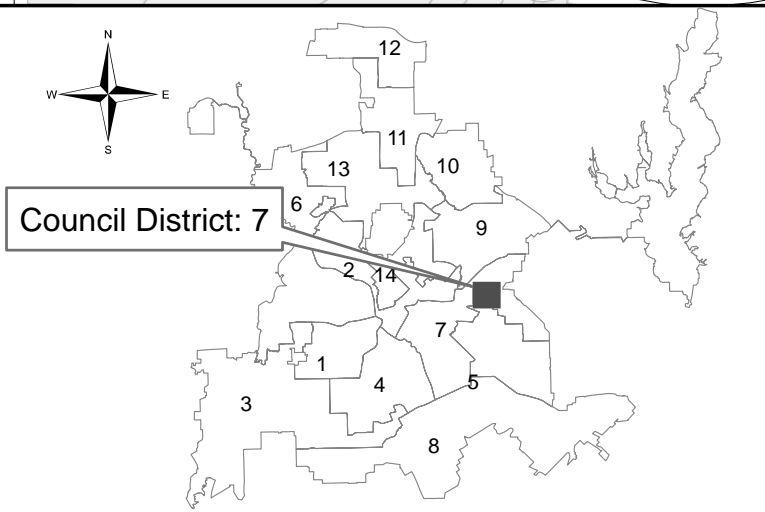
None

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	\$49,360.00	2.50%	\$49,360.00	2.50%
Asian American	\$435,675.00	22.06%	\$435,675.00	22.06%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$485,035.00	24.56%	\$485,035.00	24.56%



Mapsco: 48 J



February 14, 2018

WHEREAS, Dallas Water Utilities has identified a need to rehabilitate and improve the Jim Miller Pump Station; and

WHEREAS, engineering services are required for a comprehensive assessment and preliminary design report for these improvements; and

WHEREAS, CDM Smith, Inc., 12400 Coit Road, Suite 400, Dallas, Texas 75251, has submitted an acceptable proposal to provide these engineering services.

Now, Therefore,

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

SECTION 1. That the proposal submitted by CDM Smith, Inc., Contract No. 17-323E, in the amount of \$1,975,000.00 be approved and the consultant be authorized to perform the required engineering services.

SECTION 2. That the City Manager is hereby authorized to sign an engineering services contract with CDM Smith, Inc., approved as to form by the City Attorney, to provide engineering services for a comprehensive assessment and preliminary design report for the rehabilitation of the Jim Miller Pump Station, in an amount not to exceed \$1,975,000.00.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,975,000.00 to CDM Smith, Inc. from the Water Capital Improvement Fund, Fund 2115, Department DWU, Unit PW40, Object 4111, Program 717323, Encumbrance/Contract No. CX-DWU-2018-00004652, Vendor 089614.

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 # 32

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

8

DEPARTMENT:

Water Utilities Department
Office of Economic Development

CMO:

Majed Al-Ghafry, 670-3302
Raquel Favela, 670-3309

MAPSCO:

65 T X 75 B

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with Kimley-Horn and Associates, Inc. to provide additional engineering services for the evaluation and design of wastewater infrastructure improvements for the University Hills area between Camp Wisdom Road and the Dallas-Lancaster corporate limit - Not to exceed \$569,738, from \$2,512,805 to \$3,082,543 - Financing: 2012 Bond Funds

BACKGROUND

The Dallas Grow South plan aims to attract new development and growth south of the Trinity River. The area along University Hills Boulevard between Camp Wisdom Road and the Dallas-Lancaster corporate limit is well positioned for development projects, including student housing, multifamily, mixed use, retail, and restaurants. On December 13, 2017, City Council authorized the establishment of the University TIF District to help promote development in the University Hills area as well as the University of Texas at Dallas area by Resolution No. 17-1941; Ordinance No. 30733.

The properties along University Hills Boulevard currently do not have convenient access to wastewater services and this is an inhibitor to growth and development in the region. In order to provide wastewater service to this area, a regional engineering evaluation and design is required. Dallas Water Utilities in cooperation with the Office of Economic Development, plans to evaluate wastewater service to the area and identify the best service option with respect to future development, construction cost and long term maintenance.

This action will provide for an engineering evaluation, recommendations for wastewater service, and design for wastewater infrastructure improvements in the University Hills area between Camp Wisdom Road and the Dallas-Lancaster corporate limit.

ESTIMATED SCHEDULE OF PROJECT

Begin Evaluation	March 2018
Complete Evaluation	September 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 14, 2016, City Council authorized a professional services contract with Kimley-Horn and Associates, Inc. to provide engineering design services for the replacement and rehabilitation of water and wastewater mains at 14 locations by Resolution No. 16-1471.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on February 12, 2018.

FISCAL INFORMATION

2012 Bond Funds - \$569,738

Design	\$2,512,805
Supplemental Agreement No. 1 (this action)	<u>\$ 569,738</u>
Total Project Cost	\$3,082,543

M/WBE INFORMATION

See attached.

OWNER

Kimley-Horn and Associates, Inc.

Marty S. Paris, P.E., Senior Associate

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the professional services contract with Kimley-Horn and Associates, Inc. to provide additional engineering services for the evaluation and design of wastewater infrastructure improvements for the University Hills area between Camp Wisdom Road and the Dallas-Lancaster corporate limit - Not to exceed \$569,738, from \$2,512,805 to \$3,082,543 - Financing: 2012 Bond Funds

Kimley-Horn and 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	\$569,738.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$569,738.00	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>
BDS Technologies, Inc.	BMDB08427Y1118	\$54,500.00	9.57%
Alliance Geotechnical Group, Inc.	BMDB15110Y0118	\$25,727.50	4.52%
Gupta & Associates, Inc.	PMMB72494Y0818	\$38,500.00	6.76%
Total Minority - Local		\$118,727.50	20.84%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

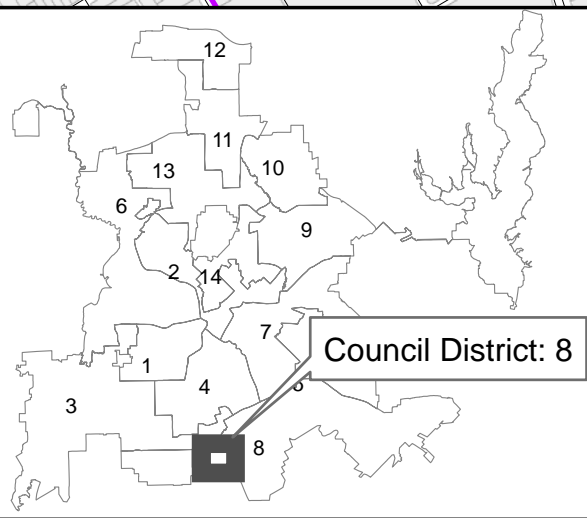
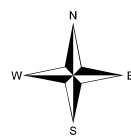
	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$80,227.50	14.08%	\$192,727.50	6.25%
Hispanic American	\$0.00	0.00%	\$90,000.00	2.92%
Asian American	\$38,500.00	6.76%	\$38,500.00	1.25%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$553,000.00	17.94%
Total	\$118,727.50	20.84%	\$874,227.50	28.36%

Council District 3

Council District 8

Project Area

Mapsco: 65 T, X, 75 B



Dallas Water Utilities
Contract No. 16-349/350E, Supplemental Agreement No. 1
Evaluation and Design of Wastewater Infrastructure Improvements

February 14, 2018

WHEREAS, on September 14, 2016, City Council authorized a professional services contract with Kimley-Horn and Associates, Inc. to provide engineering design services for the replacement and rehabilitation of water and wastewater mains at 14 locations, in an amount not to exceed \$2,512,805, by Resolution No. 16-1471; and

WHEREAS, additional engineering services are required for the study, evaluation, recommendation, and design of wastewater infrastructure improvements in the University Hills area between Camp Wisdom Road and the Dallas-Lancaster corporate limit; and

WHEREAS, Kimley-Horn and Associates, Inc., 13455 Noel Road, Two Galleria Tower, Suite 700, Dallas, Texas 75240, has submitted an acceptable proposal to provide these engineering services; and

WHEREAS, Dallas Water Utilities recommends that Contract No. 16-349/350E be increased by \$569,738, from \$2,512,805 to \$3,082,543.

Now, Therefore,

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

SECTION 1. That the proposed Supplemental Agreement No. 1 to the professional services contract be accepted and that Contract No. 16-349/350E with Kimley-Horn and Associates, Inc., be revised accordingly.

SECTION 2. That the City Manager is hereby authorized to sign Supplemental Agreement No. 1 to the professional services contract with Kimley-Horn and Associates, Inc., approved as to form by the City Attorney, to provide additional engineering services for the evaluation and design of wastewater infrastructure improvements for the University Hills area between Camp Wisdom Road and the Dallas-Lancaster corporate limit, in an amount not to exceed \$569,738, increasing the contract amount from \$2,512,805 to \$3,082,543.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$569,738 to Kimley-Horn and Associates, Inc. from the Economic Development and Housing Development Program Fund, Fund 4U52, Department ECO, Unit W173, Object 4111, Program ECO12W173B, Vendor 135447.

SECTION 4. That this contract is designated as Contract No. DWU-2016-00001076.

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.

DEPARTMENT: City Secretary

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): N/A

SUBJECT

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)

AGENDA ITEM # 34**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

2, 7, 14

DEPARTMENT:Department of Trinity Watershed Management
Water Utilities Department**CMO:**Jody Puckett, 670-3390
Majed Al-Ghafry, 670-3302**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 three - Not to exceed \$206,700,000 - Financing: 2012 Bond Funds (\$204,573,549) and Water Utilities Capital Improvement Funds (\$2,126,451)

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 a 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.

This action will authorize a contract with Southland Mole JV, the lowest responsible bidder of three, for the construction of storm drainage improvements for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel 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 and water and wastewater improvements.

BACKGROUND (continued)

A bid protest was filed by one of the bidders claiming the low bid was unbalanced due to low prices on some items in the bid. Staff investigated this claim and found it to be unsubstantiated.

Southland Mole JV has had no contractual activities with the City of Dallas for the past three years.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2007
Completed Design	June 2017
Begin Construction	February 2018
Complete Construction	December 2022

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 13, 2007, City Council authorized a professional services contract with HNTB Corporation for program management of major flood management and storm drainage projects included in the 2006 Bond Program; a professional services contract with Carter & Burgess, Inc. for the design of the levee drainage system at Hampton/Oaklawn Sump and Pavaho Sump; a professional services contract with Halff Associates, Inc. for the design of Mill Creek, Phase I, and Middle Peaks Branch, Phases I and II; and a professional services contract with Nathan D. Maier Consulting Engineers, Inc. for preliminary engineering for the State-Thomas at Woodall Rogers Storm Drainage Study by Resolution No. 07-1833.

On August 6, 2008, City Council was briefed on an alternate combined drainage tunnel alignment for both Mill Creek and Peaks Branch.

On March 25, 2009, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc., for additional engineering design by Resolution No. 09-0835.

On December 6, 2011, the Trinity River Committee was briefed on the State-Thomas tunnel extension to the Mill Creek and Peaks Branch drainage relief tunnel.

On January 11, 2012, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc., for additional engineering design for the State-Thomas tunnel extension by Resolution No. 12-0136.

On January 14, 2015, City Council authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase by Resolution No. 15-0120.

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

On January 14, 2015, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc., for additional engineering design by Resolution No. 15-0123.

On June 15, 2016, City Council authorized Supplemental Agreement No. 5 to the professional services contract with Halff Associates, Inc., for additional engineering design for construction documents updates and engineering design services required during construction by Resolution No. 16-1032.

On June 15, 2016, City Council authorized a professional services contract with Black & Veatch Corporation, for construction management services and support services for construction document updates by Resolution No. 16-1033.

On June 15, 2016, City Council authorized a professional services contract with Alliance Geotechnical Group, Inc., for construction materials testing services during construction by Resolution No. 16-1034.

The Mobility Solutions, Infrastructure and Sustainability Committee was briefed on this item on January 22, 2018.

FISCAL INFORMATION

2012 Bond Funds - \$204,573,549

Water Utilities Capital Improvement Funds - \$2,126,451

<u>Council District</u>	<u>Amount</u>
2	\$ 55,810,000
7	\$ 93,010,000
14	<u>\$ 57,880,000</u>
Total	\$206,700,000
Design Services	\$ 20,600,000
Construction Management	\$ 19,800,000
Engineering Construction Services	\$ 8,025,000
Construction Materials Testing	\$ 2,775,000
Property & Subsurface Easements	\$ 14,000,000
Other Miscellaneous Costs	\$ 3,800,000
Construction (this action)	<u>\$206,700,000</u>
Total Project Cost	\$275,700,000

M/WBE INFORMATION

See attached.

BID INFORMATION

The following three bids with quotes were received and opened on September 8, 2017:

*Denotes successful bidder

<u>BIDDERS</u>	<u>BID AMOUNT</u>
* Southland Mole JV 608 Henrietta Creek Road Roanoke, Texas 76262	\$206,700,000
Michels Tunneling	\$224,870,637
C. M. C. di Ravenna	\$237,072,872

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 three - Not to exceed \$206,700,000 - Financing: 2012 Bond Funds (\$204,573,549) and Water Utilities Capital Improvement Funds (\$2,126,451)

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	\$24,278,000.00	11.75%
Total non-local contracts	\$182,422,000.00	88.25%
TOTAL CONTRACT	\$206,700,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Clemons Trucking Company	BFDB01729N1018	\$1,000,000.00	4.12%
Q. Roberts Trucking Inc.	BMDB18790Y0718	\$1,000,000.00	4.12%
J-BJ Management, LLC	BMAC59713N0918	\$480,000.00	1.98%
Pannell Industries, Inc.	BMDB27294Y1217	\$65,000.00	0.27%
Industry Junction, Inc.	HMDB35219Y0318	\$13,000,000.00	53.55%
Omega Contracting, Inc.	HMMB86253Y1118	\$1,000,000.00	4.12%
Romero Steel	HMMB75966N1118	\$833,000.00	3.43%
Ruiz Protective Services, Inc.	HMDB41422N1118	\$200,000.00	0.82%
Viking Fence Co., Ltd	HMMB37676N0919	\$200,000.00	0.82%
Total Minority - Local		\$17,778,000.00	73.23%

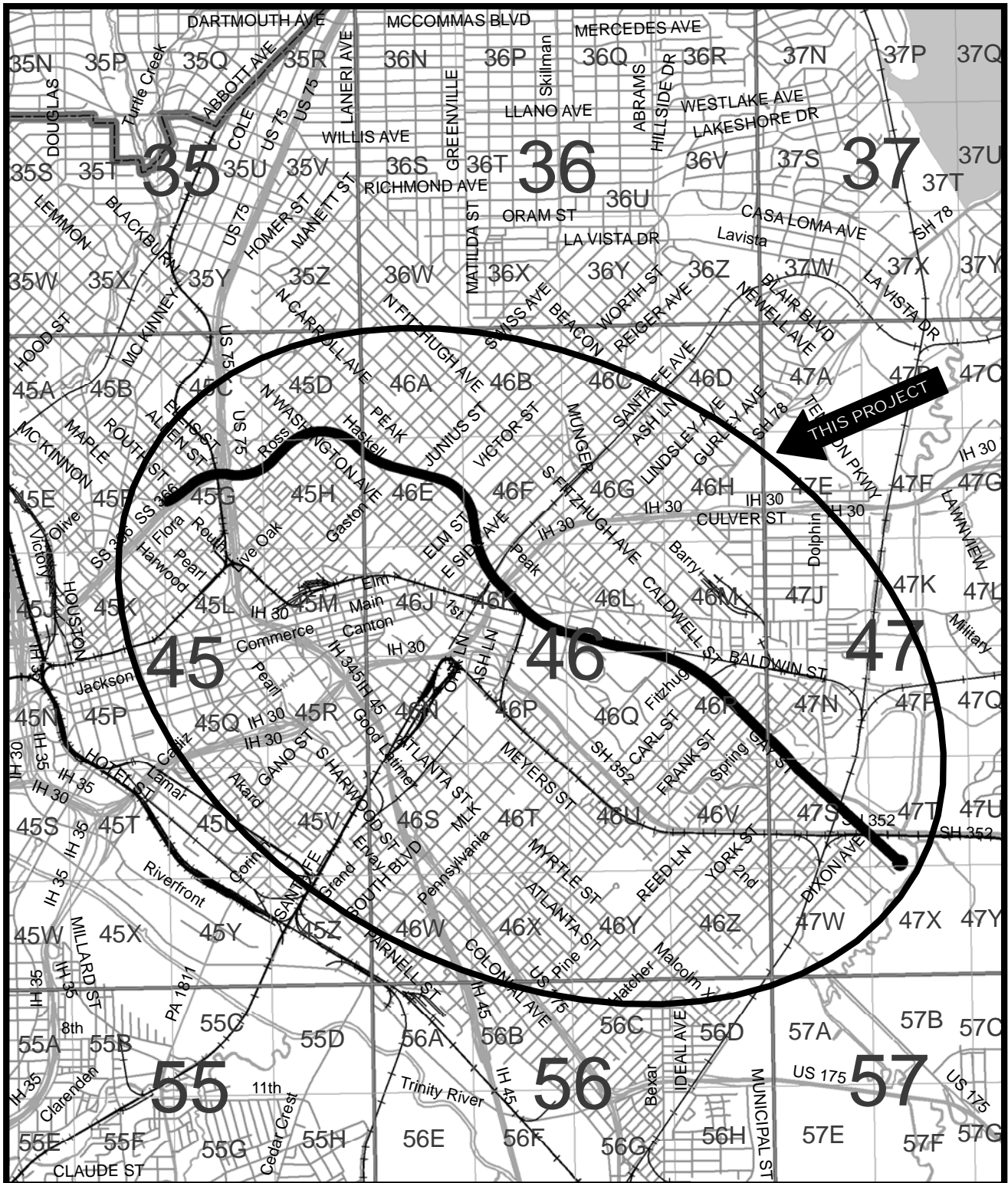
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
LeVis Consulting Group, LLC	BFDB17589Y1218	\$355,000.00	0.19%
All Points Inspection Services, Inc.	BFMB14342N1218	\$30,000.00	0.02%
G & C Equipment Corporation	BMMB87190N0419	\$28,062,000.00	15.38%
Curtis & Cartwright Transport Service LLC	BMMB31447N1119	\$5,000,000.00	2.74%
C. Green Scaping, LP	HFDB01952Y0918	\$75,000.00	0.04%
All Janitorial Professional Services, Inc.	HFDFW011860618	\$30,000.00	0.02%
Partnering for Success, Inc.	HFMB42467Y0618	\$5,000.00	0.00%
GLL Corporation dba MG Trucking	HMDB88428Y0518	\$500,000.00	0.27%
Road Master Striping, LLC	HMDB41422N1118	\$39,000.00	0.02%
CAS Consulting & Services, Inc.	PMMB86098N1218	\$200,000.00	0.11%
Champion Fuel Solutions, LLC	WFDB50190Y0618	\$2,000,000.00	1.10%
Suncoast Resources, Inc.	WFWB76534N0219	\$2,000,000.00	1.10%
Cody Builders Supply, Inc.	WFWB69438N0518	\$220,000.00	0.12%
A.N.A. Consultants, LLC	WFDB50725Y0618	\$100,000.00	0.05%
Eagle Barricade, LLC	WFDB58870Y0718	\$100,000.00	0.05%
Total Minority - Non-local		\$38,716,000.00	21.22%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$2,545,000.00	10.48%	\$35,992,000.00	17.41%
Hispanic American	\$15,233,000.00	62.74%	\$15,882,000.00	7.68%
Asian American	\$0.00	0.00%	\$200,000.00	0.10%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$4,420,000.00	2.14%
Total	\$17,778,000.00	73.23%	\$56,494,000.00	27.33%

Mill Creek Tunnel



Mapsco 45, 46, 47



February 14, 2018

WHEREAS, on June 13, 2007, City Council authorized professional services contracts with four engineering firms, including Halff Associates, Inc., to provide engineering design for drainage relief improvements for Mill Creek Phase I, and Middle Peaks Branch in an amount not to exceed \$8,571,100.00, Phases I and II by Resolution No. 07-1833; and

WHEREAS, on June 13, 2007, City Council authorized a professional services contract with HNTB Corporation to provide program management for the design of major flood management and storm drainage projects in an amount not to exceed \$8,423,300.00 by Resolution No. 07-1833; and

WHEREAS, on March 25, 2009, City Council 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, and 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 in an amount not to exceed \$3,225,500.00, increasing the contract from \$8,571,100.00 to \$11,796,600.00 by Resolution No. 09-0835; and

WHEREAS, on January 11, 2012, City Council 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 in an amount not to exceed \$2,602,200.00, increasing the contract from \$11,796,600.00 to \$14,398,800.00, by Resolution No. 12-0136; 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 in an amount not to exceed \$45,088.00, increasing the contract from \$14,398,800.00 to \$14,443.888.00; and

WHEREAS, on January 14, 2015, City Council authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase in an amount not to exceed \$1,215,000.00 by Resolution No. 15-0120; and

WHEREAS, on January 14, 2015, City Council 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 in an amount not to exceed \$1,549,600.00, increasing the contract from \$14,443.888.00 to \$15,993,488.00, by Resolution No. 15-0123; and

February 14, 2018

WHEREAS, on June 15, 2016, City Council authorized Supplemental Agreement No. 5 to the professional services contract with Halff Associates, Inc., for additional engineering design for construction document updates and engineering design services required during construction in an amount not to exceed \$8,025,400.00, increasing the contract from \$15,993,488.00 to \$24,018,888.00, by Resolution No. 16-1032; and

WHEREAS, on June 15, 2016, City Council authorized a professional services contract with Black & Veatch Corporation, for construction management services and support services for construction document updates in an amount not to exceed \$19,800,000.00 by Resolution No. 16-1033; and

WHEREAS, on June 15, 2016, City Council authorized a professional services contract with Alliance Geotechnical Group, Inc., for construction materials testing services during construction in an amount not to exceed \$2,764,000.00 by Resolution No. 16-1034; and

WHEREAS, on January 12, 2017, Administrative Action No. 17-5381 authorized Supplemental Agreement No. 6 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis of water and wastewater main replacements in Carroll Avenue, Victor Avenue, and Gaston Avenue in an amount not to exceed \$39,600.00, increasing the contract from \$24,018,888.00 to \$24,058,488.00; and

WHEREAS, on August 8, 2017, Administrative Action No. 17-6519 authorized Supplemental Agreement No. 7 to the professional services contract with Halff Associates, Inc. to amend the contract to include conflict of interests requirements with no increase to the contract; and

WHEREAS, on August 8, 2017, Administrative Action No. 17-6582 authorized Supplemental Agreement No. 1 to the professional services contract with Alliance Geotechnical Group, Inc. to provide access to tunnel boring samples during bidding in an amount not to exceed \$12,915.00, increasing the contract from \$2,764,000.00 to \$2,776,915.00; and

WHEREAS, on September 8, 2017, three bids were received for the construction of storm drainage improvements and water and wastewater improvements for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel, as follows:

<u>BIDDERS</u>	<u>BID AMOUNT</u>
* Southland Mole JV 608 Henrietta Creek Road Roanoke, Texas 76262	\$206,700,000
Michels Tunneling	\$224,870,637
C. M. C. di Ravenna	\$237,072,872

February 14, 2018

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a contract with Southland Mole JV, Inc., approved as to form by the City Attorney, for the construction of storm drainage improvements and water and wastewater improvements for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel, in an amount not to exceed \$206,700,000, this being the lowest responsive and responsible bid received as indicated by the tabulation of bids.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$206,700,000 to Southland Mole JV, Inc., as follows:

Flood Protection and Storm Drainage Facilities Fund Fund 4U23, Department TWM, Unit S769, Activity SDRS Object 4599, Program TW12S769 Contract No./Encumbrance CX TWM-2017-00004023 Vendor VS90299	\$204,573,549
Water Utilities Capital Improvement Fund Fund 2115, Department DWU, Unit PW42 Object 4550, Program 715387 Contract No./Encumbrance CX TWM-2017-00004023 Vendor VS90299	\$ 501,066
Water Utilities Construction Fund Fund 0102, Department DWU, Unit CW42 Object 3221, Program 715387X Contract No./Encumbrance CX TWM-2017-00004023 Vendor VS90299	\$ 26,950
Wastewater Capital Improvement Fund Fund 2116, Department DWU, Unit PS42 Object 4560, Program 715388 Contract No./Encumbrance CX TWM-2017-00004023 Vendor VS90299	\$ 1,578,485
Wastewater Construction Fund Fund 0103, Department DWU, Unit CS42 Object 3222, Program 715388X Contract No./Encumbrance CX TWM-2017-00004023 Vendor VS90299	<u>\$ 19,950</u>
Total amount not to exceed	\$206,700,000

February 14, 2018

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 # 35

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

7

DEPARTMENT:

Department of Sustainable Development and Construction
City Attorney's Office
Department of Public Works

CMO:

Majed Al-Ghafry, 670-3302
Larry Casto, 670-3491

MAPSCO:

56Z

SUBJECT

Authorize the second step of acquisition for condemnation by eminent domain to acquire a tract of vacant land containing approximately 7,085 square feet, located near the intersection of Yancy and Carbondale Streets for the Yancy Street Improvement Project, from Lorean D. Thomas and James W. Thomas - Not to exceed \$4,000 (\$2,500, plus closing costs and title expenses not to exceed \$1,500) – Financing: 2012 Bond Funds (This item was deferred on January 10, 2018)

BACKGROUND

This item authorizes the second step of acquisition for condemnation by eminent domain to acquire a tract of vacant land containing approximately 7,085 square feet, located near the intersection of Yancy and Carbondale Streets from Lorean D. Thomas and James W. Thomas, the property owners. An offer was presented to the property owners on January 4, 2017 reflecting the appraised value of \$2,500 and the City's offer generated no response. No negotiations between the City and the property owners has developed due to the lack of ownership response or representation.

The first resolution approved on May 10, 2017, by Resolution No. 17-0753, authorized the purchase in the amount of \$2,500. This property will be used for the planned Yancy Street Improvement Project.

No relocation benefits are associated with this acquisition. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 10, 2017, City Council authorized the acquisition by Resolution No. 17-0753.

Information about this item was provided to the Mobility Solutions, Infrastructure & Sustainability Committee on January 8, 2018.

On January 10, 2018, this item was deferred by Councilmember Kevin Felder.

FISCAL INFORMATION

2012 Bond Funds - \$4,000 (\$2,500, plus closing costs and title expenses not to exceed \$1,500)

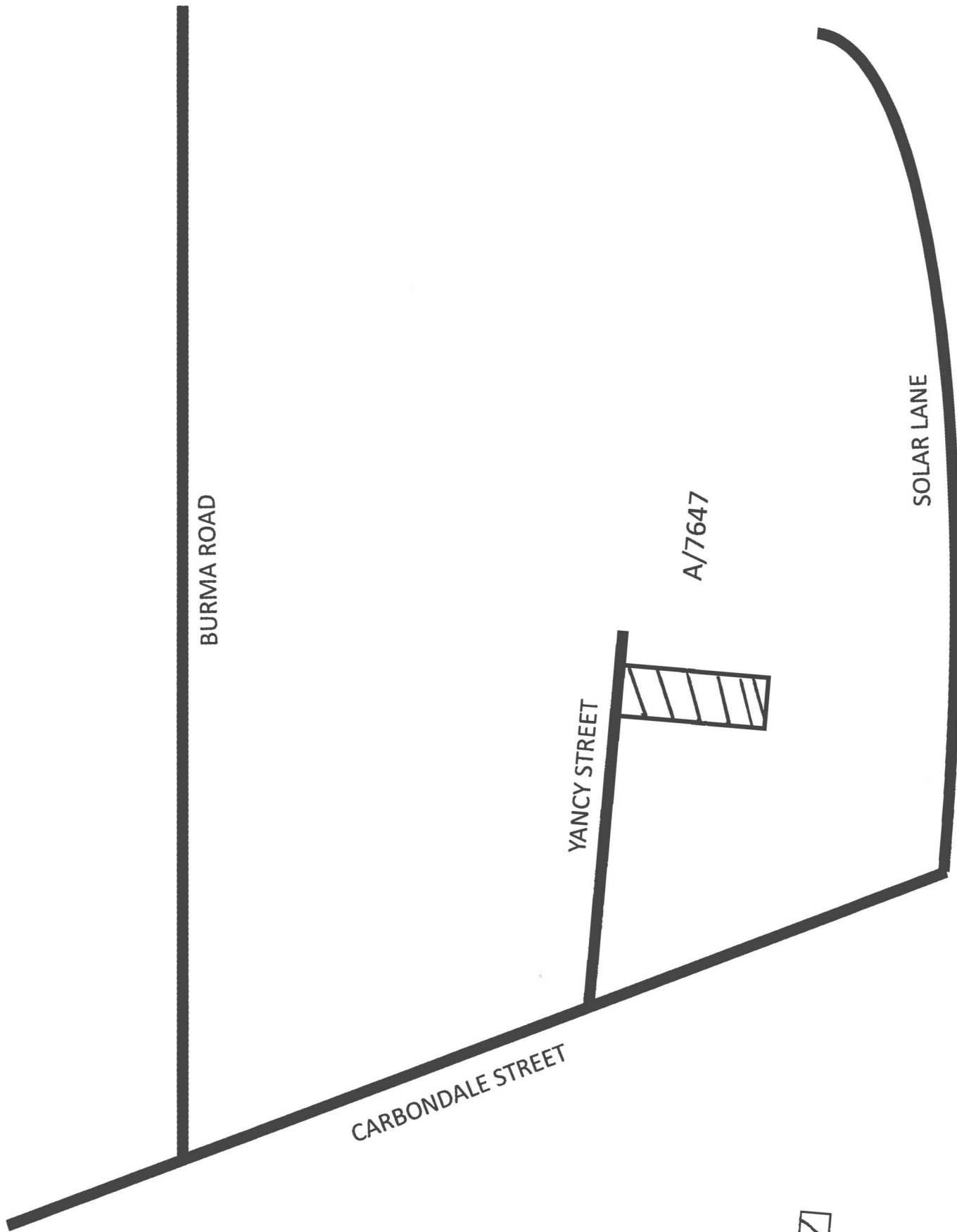
OWNERS

Lorean D. Thomas

James W. Thomas

MAP

Attached



February 14, 2018

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF REAL PROPERTY.

All capitalized terms are defined in Section 1 below.

WHEREAS, the Dallas City Council by the FIRST RESOLUTION found that the USE of the PROPERTY INTEREST in and to the PROPERTY for the PROJECT is a public use; and

WHEREAS, the Dallas City Council by the FIRST RESOLUTION found that a public necessity requires that CITY acquire the PROPERTY INTEREST in and to the PROPERTY from OWNER for the PROJECT; and

WHEREAS, the Dallas City Council by the FIRST RESOLUTION authorized acquisition, by purchase, of the PROPERTY INTEREST in and to the PROPERTY held by OWNER for the PROJECT; and

WHEREAS, the OWNER refused to sell the PROPERTY INTEREST in and to the PROPERTY to CITY for the OFFICIAL OFFER AMOUNT contained in the FIRST RESOLUTION; and

WHEREAS, the Dallas City Council desires to authorize the City Attorney to acquire the PROPERTY INTEREST in and to the PROPERTY by condemnation for the OFFICIAL OFFER AMOUNT stated herein.

Now, Therefore,

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

SECTION 1. For the purposes of this resolution, the following definitions shall apply:

“CITY”: The City of Dallas

“FIRST RESOLUTION”: Resolution No. 17-0753 approved by the Dallas City Council on May 10, 2017, which is incorporated herein by reference.

“PROPERTY”: Approximately 7,085 square feet of land located in Dallas County, Texas, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes.

“PROPERTY INTEREST”: Fee Simple

“PROJECT”: Yancy Street Improvement Project

February 14, 2018

SECTION 1. (continued)

"USE": The construction, use, and maintenance of a two lane undivided road, increasing roadway capacity for future growth, provided, together with such appurtenant facilities as may be necessary, however, to the extent fee title to the PROPERTY is acquired through instrument, such title in and to the PROPERTY shall not be limited to, or otherwise deemed restricted to, the USE herein provided.

"OWNER": Lorean D. Thomas and James W. Thomas, provided, however, that the term "OWNER" as used in this resolution means all persons or entities having an ownership interest, regardless of whether those persons or entities are actually named herein.

"OFFICIAL OFFER AMOUNT": \$2,500

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$1,500

"AUTHORIZED AMOUNT": \$4,000 (OFFICIAL OFFER AMOUNT plus CLOSING COSTS AND TITLE EXPENSES)

"DESIGNATED FUNDS":

\$4,000 from 2012 Bond Funds, Fund 3U22, Department PBW, Unit S610, Activity TGTN, Program PB12S610, Object 4210, Encumbrance/Contract No. CX-PBW-2018-00004747.

SECTION 2. That the CITY will pay court costs as may be assessed by the Special Commissioners' or the Court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid out of and charged to the DESIGNATED FUNDS.

SECTION 3. That the City Attorney is authorized and requested to file the necessary proceeding and take the necessary action for the acquisition of the PROPERTY INTEREST in and to the PROPERTY by condemnation or in any manner provided by law.

SECTION 4. That in the event it is subsequently determined that additional persons or entities other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation proceeding and/or suit.

SECTION 5. That in the event the Special Commissioners' appointed by the Court return an award that is the same amount, or less, than the OFFICIAL OFFER AMOUNT, the City Attorney is hereby authorized to acquire the PROPERTY INTEREST

February 14, 2018**SECTION 5.** (continued)

in and to the PROPERTY by instrument, or judgment, for the Special Commissioners' Award Amount. If the PROPERTY INTEREST in and to the PROPERTY is being acquired by instrument, the Chief Financial Officer is hereby authorized and directed to issue a check, paid out of and charged to the DESIGNATED FUNDS, in an amount not to exceed the Special Commissioners' Award Amount, made payable to OWNER, or the then current owner(s) of record, or to the title company insuring the transaction described herein. If the PROPERTY INTEREST in and to the PROPERTY is not being acquired through instrument, the Chief Financial Officer is hereby authorized and directed to issue a check, paid out of and charged to the DESIGNATED FUNDS, in an amount not to exceed the Special Commissioners' Award Amount, made payable to the County Clerk of Dallas County, Texas, to be deposited into the registry of the Court, to enable CITY to take possession of the PROPERTY INTEREST in and to the PROPERTY without further action of the Dallas City Council. The Chief Financial Officer is further authorized and directed to issue another check, to be paid out of and charged to the DESIGNATED FUNDS, in the amount of the CLOSING COSTS AND TITLE EXPENSES, made payable to the title company insuring the transaction described herein. The Special Commissioners' Award Amount and the CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney


BY: 
Assistant City Attorney

EXHIBIT A

FIELD NOTES DESCRIBING LAND TO BE ACQUIRED IN CITY BLOCK A/7647 FROM JAMES W. THOMAS

BEING situated in the L. Van Cleve Survey, Abstract No. 1503, Dallas County, Texas, and being all of Lot 11 in Block A/7647, of Central Avenue Addition. No. 2 Addition, an addition to the City of Dallas, according to the map of plat thereof, recorded in Volume 8, Page 183, Map Records Dallas County, Texas and being all of the property conveyed to James W. Thomas in a Quitclaim Deed dated February 21, 2003 and recorded in Volume 2003046, Page 128, Deed Records Dallas County, Texas, and containing approximately 7,085 square feet or 0.163 acres of land, based on the dimensions of the above referenced plat.

This description is approved as to form.


Scott Holt, R.P.L.S.
Survey Program Manager

Date: 7/5/2014

AGENDA ITEM # 36

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

45D

SUBJECT

An ordinance abandoning a portion of an alley to AT&T Communications of Texas, LTD, the abutting owner, containing approximately 2,470 square feet of land, located near the intersection of McKell and Bryan Streets; and authorizing the quitclaim; and providing for the dedication of a total of approximately 2,140 square feet of land needed for a street right-of-way - Revenue: \$5,400, plus the \$20 ordinance publication fee (This item was deferred on January 10, 2018)

BACKGROUND

This item authorizes the abandonment of a portion of an alley to AT&T Communications of Texas, LTD, the abutting owner. The area will be included with the property of the abutting owner to expand existing facilities. The owner will dedicate a total of approximately 2,140 square feet of land needed for a street right-of-way. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

Notices were sent to 20 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item was provided to the Mobility Solutions, Infrastructure & Sustainability Committee on January 8, 2018.

On January 10, 2018, this item was deferred by Councilmember Lee M. Kleinman.

FISCAL INFORMATION

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

OWNER

AT&T Communications of Texas, LTD

Judy D. Laube, Sr., Transaction Manager, CRE

MAP

Attached

Dedication areas:

ORDINANCE NO. _____

An ordinance providing for the abandonment of a portion of an alley located adjacent to City Block 14/717 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to AT&T Communications of Texas, LTD; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the conveyance of needed land to the City of Dallas; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of AT&T Communications of Texas, LTD, a Texas limited Partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim 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 an alley is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

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

Now, Therefore,

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

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

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$5,400.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10, 13, and 14, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tract of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

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

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

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

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

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to

SECTION 7. (continued)

that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the 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

SECTION 8. (continued)

include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall ensure that any proposed additional generators that may be constructed are either incorporated into a building or if said generators are to be built in open space, they will be screened in accordance with City of Dallas Development Code Section 51A-4.602(b), as amended.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey by General Warranty Deed to the City of Dallas, within 120 days of the effective date of this ordinance, good, indefeasible and marketable fee simple title, subject to only those title exceptions approved by the City Attorney, and insured by an owner's policy of title insurance approved as to form by the City Attorney, to certain properties located in City Block 14/717, containing a total of approximately 2,140 square feet of land, a description of which is attached hereto and made a part hereof as Exhibit B. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 11. That at such time as the instrument described in Section 10 above is executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instrument in the official real property records of the county in which the subject property is located.

SECTION 12. That this ordinance and properly executed General Warranty Deed, approved as to form by the City Attorney, be forwarded to a title insurance company for closing. Subsequent to closing, all instruments conveying real estate interests to the City of Dallas shall be recorded in the official real property records of the county in which the subject property is located and thereafter returned to the City Secretary for permanent record;

SECTION 13. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 10 above.

SECTION 14. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the effectiveness of this abandonment, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 15. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2 and 13, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and completion of the dedication set forth in Section 10, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 16. That this ordinance is designated as Contract No. DEV-2017-00001844.

SECTION 17. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

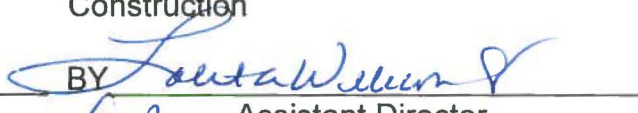
DAVID COSSUM, Director

Department of Sustainable Development and
Construction

BY


Assistant City Attorney

BY


Assistant Director

Passed _____.

**ALLEY ABANDONMENT
BLOCK 14/717
McKELL'S SUBDIVISION
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Exhibit A

Being a 2,470 square foot (0.0567) tract of land situated in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, being part of a 20.00 foot alley (by use and occupation, no deed found) adjacent to Block 14/717 of McKell's Subdivision, an addition to the City of Dallas, Dallas County, Texas recorded in Volume 241, Page 96, Deed Records, Dallas County, Texas), and being more particularly described as follows:

BEGINNING at a chiseled "X" in concrete found for corner at the intersection of the southwesterly right-of-way line of McKell Street (variable width right-of-way, 53 feet wide at this point, as created by said plat of McKell's Subdivision and plat of AT&T Toll, an addition to the City of Dallas, Dallas County, Texas according to the plat recorded in Instrument Number 200900248318, Official Public Records, Dallas County, Texas) and the southeasterly right-of-way line of said 20.00 foot alley, said "X" being the north corner of Lot 43B, Block 14/717, said AT&T Toll, from which a found 3-1/2" aluminum disk stamped "AT&T Toll" and "RLG INC" on a 1/2" iron rod bears North 45° 00' 00" East a distance of 3.00 feet, said disk being the north corner of the Street Right-of-Way Dedication by plat of said AT&T Toll;

THENCE South 45° 00' 00" West along the southeasterly right-of-way line of said 20.00 foot alley and the northwesterly line of said Lot 43B a distance of 123.50 feet to a MAG nail with washer set for corner, from which a found 3-1/2" aluminum disk stamped "AT&T Toll" and "RLG INC" on a 1/2" iron rod bears South 45° 00' 00" West a distance of 22.50 feet, said disk being the west corner of said AT&T Toll;

THENCE North 44° 28' 03" West, departing the southeasterly right-of-way line of said 20.00 foot alley and the northwesterly line of said Lot 43B, across said 20.00 feet alley, a distance of 20.00 feet to a chiseled "X" in concrete set for corner on the northwesterly right-of-way line of said 20.00 foot alley and the southeasterly line of Lot 46, Block 14/717, said McKell's Subdivision;

THENCE North 45° 00' 00" East along the northwesterly right-of-way line of said 20.00 foot alley and the southeasterly line of said Lot 46 a distance of 123.50 feet to a chiseled "V" in concrete set for corner;

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>4/14/17</u>
SPRG NO.:	<u>4063</u>


ALLEY ABANDONMENT
BLOCK 14/717
McKELL'S SUBDIVISION
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A

THENCE South 44° 28' 03" East, departing the northwesterly right-of-way line of said 20.00 foot alley and the southeasterly line of said Lot 46, a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 2,470 square feet or 0.0567 acres more or less.

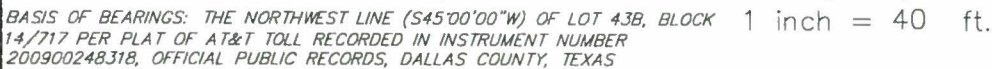
Basis of Bearings: The northwest line (S45°00'00"W) of Lot 43B, Block 14/717 per plat of AT&T Toll recorded in Instrument Number 200900248318, Official Public Records, Dallas County, Texas.




Dale R. White R.P.L.S. No. 4762
02-13-2017
03-24-2017 revised

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>4/14/17</u>
SPRG NO.:	<u>4063</u>

PRIVATE FRANCHISE AGREEMENT
CITY OF DALLAS ORD. # 8802
RECORDING INFORMATION NOT FOUND



CONTROLLING MONUMENTS: AS SHOWN.

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPLS REG #100341-00

DALE R. WHITE R.P.L.S. No. 4762
02-13-2047 REVISED 03-24-2013

ALLEY ABANDONMENT
BLOCK 14/717

McKELL'S SUBDIVISION
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 4/14/17
SPRG NO.: 4063

SCALE 1" = 40'		DATE 02-13-2017		SHEET 3 OF 3	
JOB NO.	16115	E-FILE	16115AA.dwg	DWG NO.	26,538X

**STREET RIGHT-OF-WAY DEDICATION
MCKELL STREET
MCKELL'S SUBDIVISION
PART OF
LOTS 25-30 & 46-48, BLOCK 14/717
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT B
TRACT 1

Being a 1,464 square foot (0.0336 acres) tract of land situated in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, out of that tract of land conveyed to AT&T Communications of Texas, LTD by Deed and Bill of Sale with Limited Warranty recorded in Volume 2000095, Page 1261, Deed Records, Dallas County, Texas, being part of Lots 25-30 & 46-48, Block 14/717 of McKell's Subdivision, an addition to the City of Dallas, Dallas County, Texas recorded in Volume 241, Page 96, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a brass disk stamped "SOUTHWESTERN BELL TEL. CO." found for corner at the intersection of the southwest right-of-way line of McKell Street (variable width right-of-way, 50' at this point, created by said McKell's Subdivision) and the southeast right-of-way line of San Jacinto Street (80' right-of-way, created by said McKell's Subdivision), said disk being the north corner of said Lot 25;

THENCE South 44° 28' 03" East along the southwest right-of-way line of said McKell Street and the northeast line of said Block 14/717 a distance of 471.50 feet to a brass disk stamped "SOUTHWESTERN BELL TEL. CO." found for corner at the intersection of the southwest right-of-way line of said McKell Street and the northwest line of a 20' alley, from which a found 3-1/4" aluminum disk stamped "AT&T TOLL" and "RAYMOND L GOODSON JR. INC" bears South 44° 28' 03" East a distance of 20.00 feet;

THENCE South 45° 00' 00" West along the northwest line of said 20' alley a distance of 3.00 feet to a "V" cut in concrete found for corner;

THENCE North 44° 28' 03" West, departing the northwest line of said 20' alley and across said Block 14/717, a distance of 461.50 feet to a 3-1/4" aluminum disk stamped "RAYMOND L GOODSON JR. INC." and "AT&T DTGS" in concrete set for corner;

THENCE North 89° 44' 01" West a distance of 14.08 feet to a MAG nail with washer stamped "RLG INC" and "ATT DTGS" set for corner on the southeast right-of-way line of said San Jacinto Street;

THENCE North 45° 00' 00" East along the southeast right-of-way line of said San Jacinto Street a distance of 13.00 feet to the **POINT OF BEGINNING**, containing 1,464 square feet or 0.0336 acres more or less.

Basis of Bearings: The southwest line (S44°28'03"E) of McKell Street per plat of McKell's Subdivision, an addition to the City of Dallas, Dallas County, Texas according to the plat recorded in Volume 241, Page 96, Deed Records, Dallas County, Texas.


Dale R. White R.P.L.S. No. 4762
10-04-2017



(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>10/20/17</u>
SPRG NO.:	<u>4327</u>

LEGEND

..... PROPERTY LINE
 LOT LINE
 BDF BRASS DISK STAMPED
 ADF "SOUTHWESTERN BELL TEL. CO." FOUND
 ADS 3-1/4" ALUMINUM DISK SET STAMPED "AT&T TOLL"
 AND "RLG INC" ON 1/2" IRON ROD FOUND
 VCF 3-1/4" ALUMINUM DISK SET STAMPED "AT&T DTGS"
 AND "RLG INC" ON 1/2" IRON ROD SET
 (CM) "V" CUT FOUND
 INST. NO. CONTROLLING MONUMENT
 VOL. INSTRUMENT NUMBER
 PG. VOLUME
 D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TX
 O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
 SQ. FT. SQUARE FEET
 CMF "X" CUT IN CONCRETE FOUND
 MNS MAG NAIL WITH WASHER STAMPED
 "RLG INC" AND "ATT DTGS" SET
 M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TEXAS
 IRF IRON ROD FOUND

EXHIBIT B TRACT 1

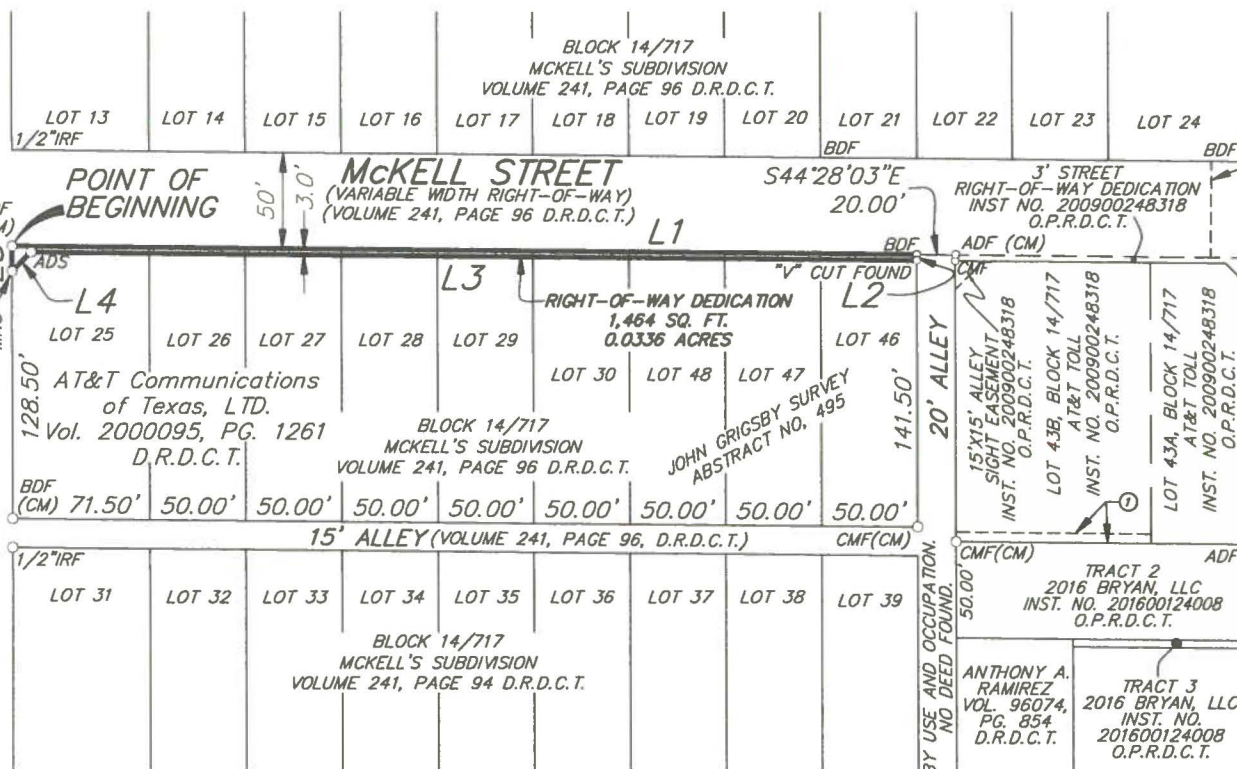
0 50 100 200
 (FEET)
 1 inch = 100 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S44°28'03"E	471.50'
L2	S45°00'00"W	3.00'
L3	N44°28'03"W	461.50'
L4	N89°44'01"W	14.08'
L5	N45°00'00"E	13.00'

SAN JACINTO STREET
 (80' RIGHT-OF-WAY)
 (VOLUME 241, PAGE 96 D.R.D.C.T.)

BRYAN STREET
 (80' RIGHT-OF-WAY)
 (VOL. 45, PG. 56 M.R.D.C.T.)

PRIVATE FRANCHISE AGREEMENT
 CITY OF DALLAS ORDINANCE NO. 8802
 RECORDING INFORMATION NOT FOUND



Dale R. White

DALE R. WHITE R.P.L.S. No. 4762
 10-04-2017

BASIS OF BEARINGS: THE SOUTHWEST LINE
 (S44°28'03"E) OF MCKELL STREET PER PLAT
 OF AT&T TOLL RECORDED IN INSTRUMENT
 NUMBER 200900248318, OFFICIAL PUBLIC
 RECORDS, DALLAS COUNTY, TEXAS.

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



LICENSE AGREEMENT
 CITY OF DALLAS ORDINANCE NO. 21074
 VOL. 99182, PG. 288, D.R.D.C.T.

① 5' PRIVATE DRAINAGE EASEMENT
 DOCUMENT NUMBER 200900206348
 O.P.R.D.C.T.

STREET RIGHT-OF-WAY DEDICATION MCKELL STREET MCKELL'S SUBDIVISION PART OF LOTS 25-30 & 46-48, BLOCK 14/717 JOHN GRIGSBY SURVEY, ABSTRACT NO. 495 CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 10/20/17
 SPRG NO.: 4327

SCALE	1" = 100	DATE	10-04-2017	SHEET	2 OF 2
JOB NO.	16115	E-FILE	16115ROW	DWG NO.	26,686X

**ALLEY RIGHT-OF-WAY DEDICATION
McKELL'S SUBDIVISION
LOTS 46 & 47, BLOCK 14/717
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT B
TRACT 2

Being a 676 square foot (0.0155 acres) tract of land situated in the John Grigsby Survey, Abstract No. 495, City of Dallas, Dallas County, Texas, out of that tract of land conveyed to AT&T Communications of Texas, LTD by Deed and Bill of Sale with Limited Warranty recorded in Volume 2000095, Page 1261, Deed Records, Dallas County, Texas, being part of Lots 46 & 47, Block 14/717 of McKell's Subdivision, an addition to the City of Dallas, Dallas County, Texas recorded in Volume 241, Page 96, Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at an aluminum disk stamped "AT&T TOLL" and "RAYMOND L. GOODSON JR. INC." in concrete found for the easterly common corner of Lot 43A, Block 14/717, AT&T Toll, an addition to the City of Dallas according to the plat recorded in Instrument No. 200900248318, Official Public Records, Dallas County, Texas and a tract of land conveyed to 2016 Bryan, LLC by Special Warranty Deed with Vendor's Lien recorded in Instrument No. 201600124008, Official Public Records, Dallas County, Texas, said disk being on the northwest line of Bryan Street (80 foot right-of-way, created by Volume 45, Page 56, Map Records, Dallas County, Texas), from which a found aluminum disk stamped "AT&T TOLL" and "RAYMOND L. GOODSON JR. INC." bears North 45° 00' 00" East a distance of 149.00 feet;

THENCE North 44° 28' 03" West along the northeast line of said 2016 Bryan, LLC tract and the southwest lines of said Lot 43A and Lot 43B, Block 14/717 of said AT&T Toll a distance of 151.50 feet to a chiseled "X" in concrete found for the west corner of said Lot 43B on the southeast line of a 20 foot alley in said Block 14/717 (by use and occupation, no deed found);

THENCE North 45° 00' 00" East along the southeast right-of-way line of said 20 foot alley and the northwest line of said Lot 43B a distance of 22.69 feet to a MAG nail set, from which a found aluminum disk stamped "AT&T TOLL" and "RAYMOND L. GOODSON JR. INC." bears North 45° 00' 00" East a distance of 126.31 feet;

THENCE North 44° 28' 03" West, departing the southeast right-of-way line of said 20 foot alley and the northwest line of said Lot 43B, a distance of 20.00 feet to a chiseled "X" in concrete set for corner at the **POINT OF BEGINNING**, said "X" being on the northwest right-of-way line of said 20 foot alley and the southeast line of said Lot 46;

THENCE South 45° 00' 00" West along the northwest right-of-way line of said 20 foot alley and the southeast line of said Lot 46 a distance of 15.00 feet to a chiseled "X" in concrete found for the south corner of said Lot 46 at the intersection of the northwest right-of-way line of said 20 foot alley and the northeast right-of-way line of a 15 foot alley created by plat of said McKell's Subdivision;

THENCE North 44° 28' 03" West along the northeast right-of-way line of said 15 foot alley and the southwest line of said Lot 46, passing at a distance of 50.00 feet the southwesterly common corner of said Lot 46 and said Lot 47, continuing along the southwest line of said Lot 47 and the northeast right-of-way line of said 15 foot alley a total distance of 58.12 feet to a 3-1/4" aluminum disk stamped "AT&T DTGS" and "RAYMOND L. GOODSON JR. INC." on a 1/2" iron rod set for corner;

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>10/20/17</u>
SPRG NO.:	<u>4328</u>

ALLEY RIGHT-OF-WAY DEDICATION
McKELL'S SUBDIVISION
LOTS 46 & 47, BLOCK 14/717
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT B

TRACT 2

THENCE South 74° 28' 03" East, departing the northeast right-of-way line of said 15 foot alley, across said Lot 47 and said Lot 46 a distance of 30.00 feet to a MAG nail set for corner;

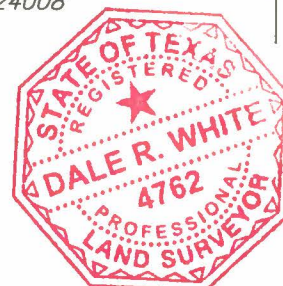
THENCE South 44° 28' 03" East, continuing across said Lot 46, a distance of 32.00 feet to the **POINT OF BEGINNING**, and containing 676 square feet or 0.0155 acres, more or less.

Basis of Bearings: The Southeast Line (S45°00'00"W) of Lot 43A, Block 14/717 per plat of AT&T Toll recorded in Instrument Number 200900248318, Official Public Records, Dallas County, Texas




Dale R. White R.P.L.S. No. 4762
10/03/2017

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>10/20/17</u>
SPRG NO.:	<u>4328</u>



SCALE 1" = 40'		DATE 02-13-2017		SHEET 3 OF 3	
JOB NO.	16115	E-FILE	16115AD.dwg	DWG NO.	26,639X

AGENDA ITEM # 37

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): 8

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 69 C

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2088 for a vehicle display, sales, and service use on property zoned Subdistrict 2 within Planned Development District No. 535, the C.F. Hawn Special Purpose District No. 3 with a D-1 Liquor Control Overlay, on the southeast corner of C.F. Hawn Freeway and Cade Road

Recommendation of Staff and CPC: Approval for a three-year period, subject to a revised site plan and conditions

Z167-255(SM)

FILE NUMBER: Z167-255(SM)

DATE FILED: March 24, 2017

LOCATION: Southeast corner of C.F. Hawn Freeway and Cade Road

COUNCIL DISTRICT: 8

MAPSCO: 69 C

SIZE OF REQUEST: Approx. 1.667 acres

CENSUS TRACT: 117.02

APPLICANT/OWNER: Jose Velazquez

REPRESENTATIVE: Jose Velazquez

REQUEST: An application for the renewal of Specific Use Permit No. 2088 for a vehicle display, sales, and service use on property zoned Subdistrict 2 within Planned Development District No. 535, the C.F. Hawn Special Purpose District No. 3 with a D-1 Liquor Control Overlay.

SUMMARY: The purpose of this request is to continue the operation of an existing car dealership [Jose Auto Sales].

CPC RECOMMENDATION: **Approval** for a three-year period, subject to a revised site plan and conditions.

STAFF RECOMMENDATION: **Approval** for a three-year period, subject to a revised site plan and conditions.

BACKGROUND INFORMATION

- The existing building was constructed as a retail building in 1959, according to Dallas Central Appraisal District records.
- On August 25, 1999, City Council approved Planned Development District No. 535, the C.F. Hawn Special Purpose District No. 3 which requires a specific use permit for a vehicle display, sales and service use and for an auto service center; however, the PDD allows a vehicle or engine repair or maintenance use (AKA a body shop) by right.
- On August 12, 2015, City Council approved Specific Use Permit No. 2088 for a vehicle display, sales and service use for a two-year period.
- On July 29, 2016, Certificate of Occupancy No. 1604291082 was issued for a vehicle, display, sales and service use.

Zoning History: There has been one recent zoning change requested in the area in the last five years.

1. Z134-188 On March 3, 2014 the City Council approved an application for an application for a Specific Use Permit for a vehicle display, sales, and service use on property zoned Subdistrict 2 within Planned Development District No. 535, the C.F. Hawn Special Purpose District No. 3.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
C. F. Hawn Freeway	Highway	120'
Cade Road	Minor Arterial	34'

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request 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 *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

There are no goals or policies supporting or opposing the request.

Surrounding Land Uses:

	Zoning	Land Use
Site	PD No. 535, Subdistrict 2, D-1	Auto repair and sales
North	PD No. 535, Subdistrict 2	Auto Salvage
East	PD No. 535, Subdistrict 1, D-1	Church
South	R-7.5(A)	Vehicle storage lot
West	R-7.5(A)	Undeveloped

Land Use Compatibility:

The request site is currently developed with a one story, 10,000 square foot partially vacant building. The site is located along the south line of C.F. Hawn Freeway frontage road. The applicant requests to renew Specific Use Permit No. 2088 to allow for the continuation of a vehicle display, sales, and service use. Surrounding uses include an auto salvage lot on the north side of C.F. Hawn Freeway, a church that abuts the site to the east, a vehicle storage lot abuts the site to the south, and undeveloped land is located to the west.

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.

Staff recommends the renewal of this specific use permit for a three-year period because it is consistent with the current land use pattern of the surrounding properties. The site was generally in compliance with the original plan and is slowly expanding into the other vacant retail spaces. As the use expands over the next few years, a reconsideration of the use and time period is appropriate to determine if additional restrictions or amendments to the SUP are needed to remain compatible with surrounding properties.

Development Standards:

District	Setbacks		Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
PD 535 subdistrict 2 LI, Light Industrial	15'	30' adjacent to residential OTHER: No Min	1.0 FAR overall .75 office/retail .5 retail	70'; 5 stories	80%	Proximity Slope; Visual Inclusion	Commercial & Business service, supporting retail & personal service & office

Parking:

The off-street parking requirements for a *vehicle display, sales and service* use is one space for each 500 square feet of floor area and site area, exclusive of parking area. The building's floor area totals approximately 10,000 square feet, with an additional 2,000 square feet for display area. Therefore, 28 parking spaces are required for the site. The applicant is proposing 28 parking spaces, exclusive of the vehicle display area.

Landscaping:

There is no additional impervious coverage being added; therefore, it will not trigger any requirements under Article X. If the site were to be redeveloped in the future, landscaping must be in accordance with Planned Development District No. 535, the C.F. Hawn Special Purpose District No. 3. These requirements include providing an additional 10-foot landscape strip and six-foot sidewalk along the parkway, and screening the development along all rear and side lot lines. It is important to note, there are major utilities located along C. F. Hawn Freeway that can include overhead power lines and underground water mains, which limit the amount of landscaping that can be installed on the site.

CPC Action – January 18, 2018:

Motion: It was moved to recommend **approval** of application for the renewal of Specific Use Permit No. 2088 for a vehicle display, sales, and service use for a three-year period, subject to a revised site plan and conditions on property zoned Subdistrict 2 within Planned Development District No. 535, the C.F. Hawn Special Purpose District No. 3 with a D-1 Liquor Control Overlay, on the southeast corner of C.F. Hawn Freeway and Cade Road.

Maker: Lavallaisaa
Second: Schultz
Result: Carried: 15 to 0

For: 15 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Lavallaisaa, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley*

Against: 0
Absent: 0
Vacancy: 0

*out of the room, shown voting in favor

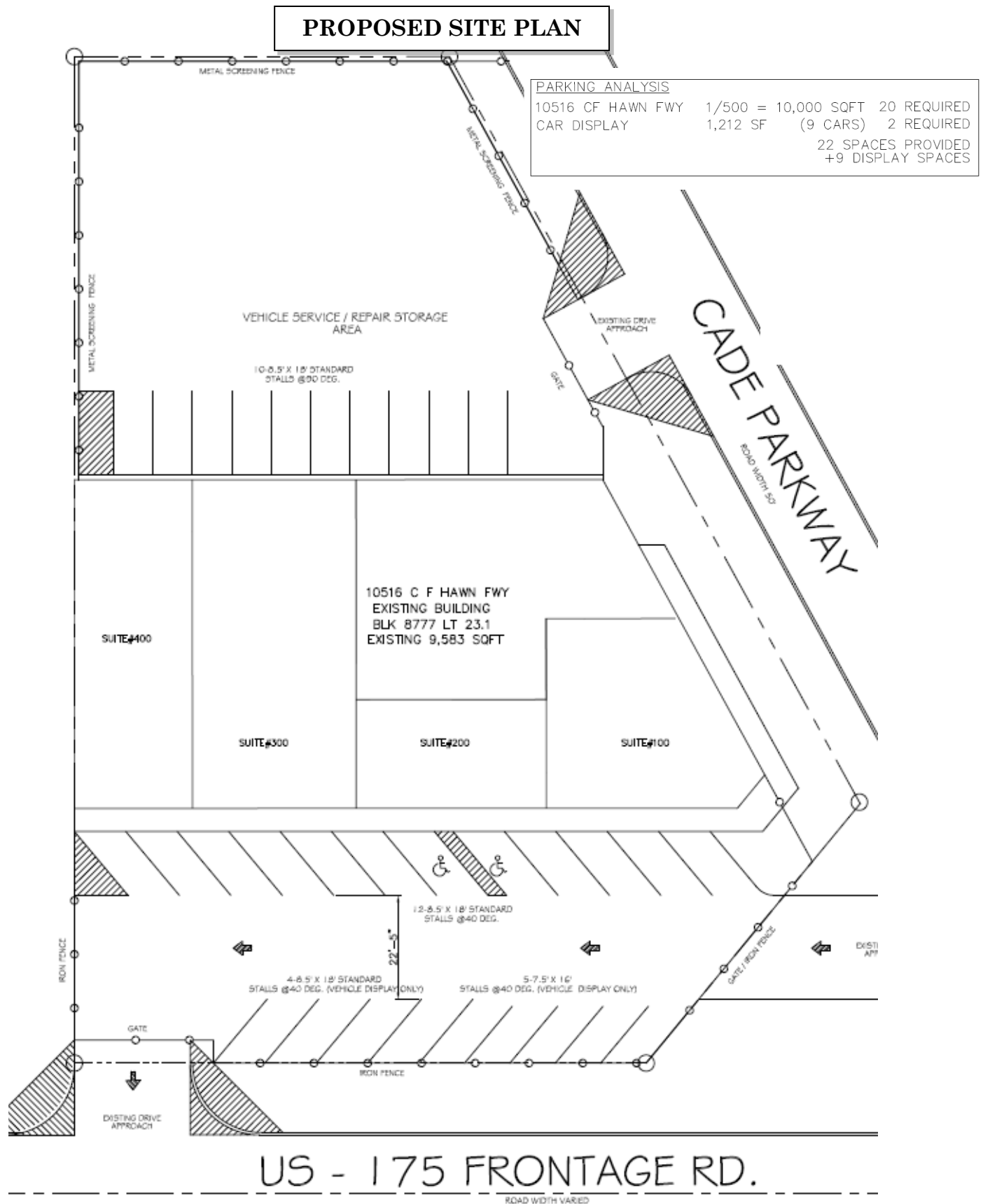
Notices:	Area: 200	Mailed: 12
Replies:	For: 0	Against: 0

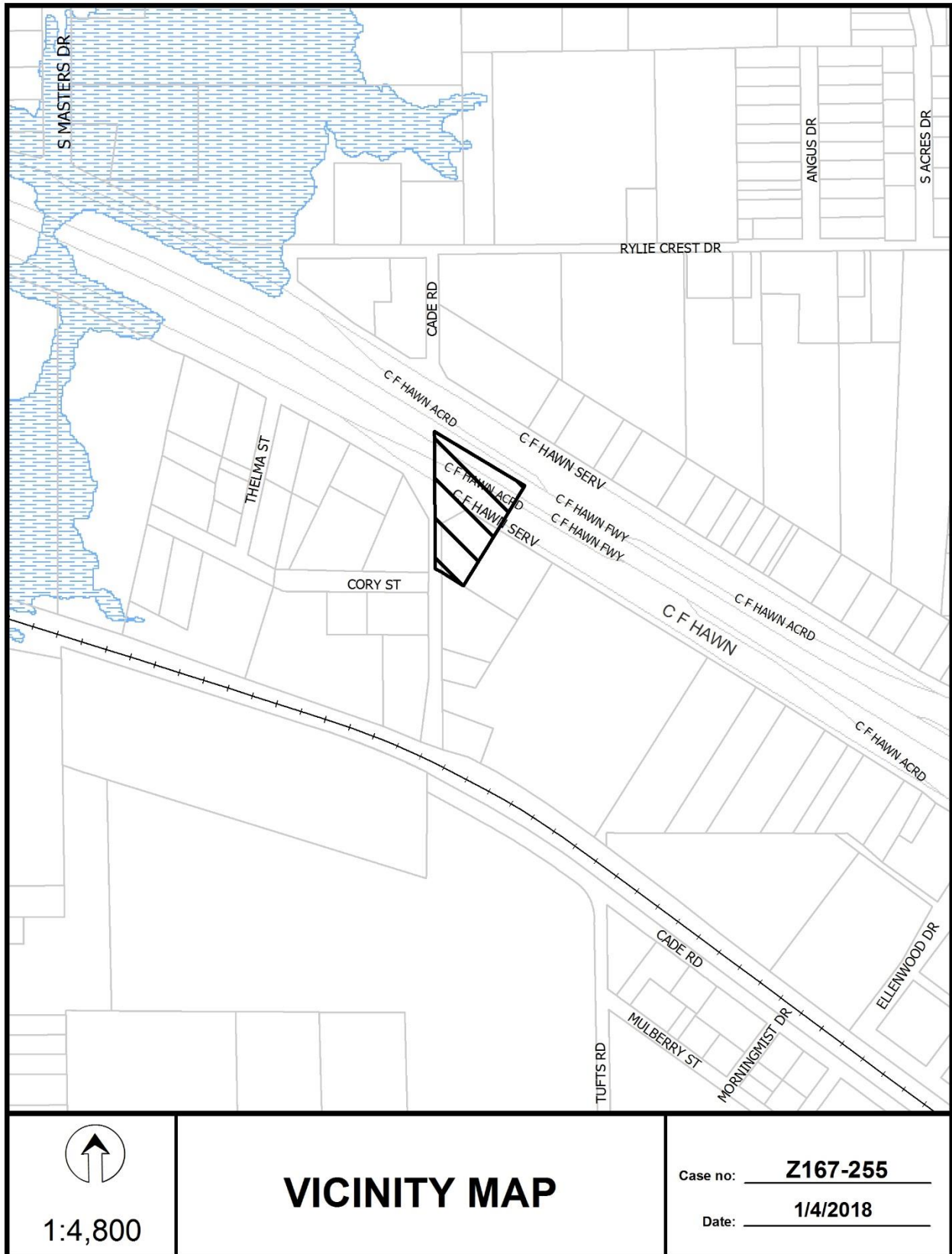
Speakers: None

**CPC RECOMMENDED
SUP CONDITIONS**

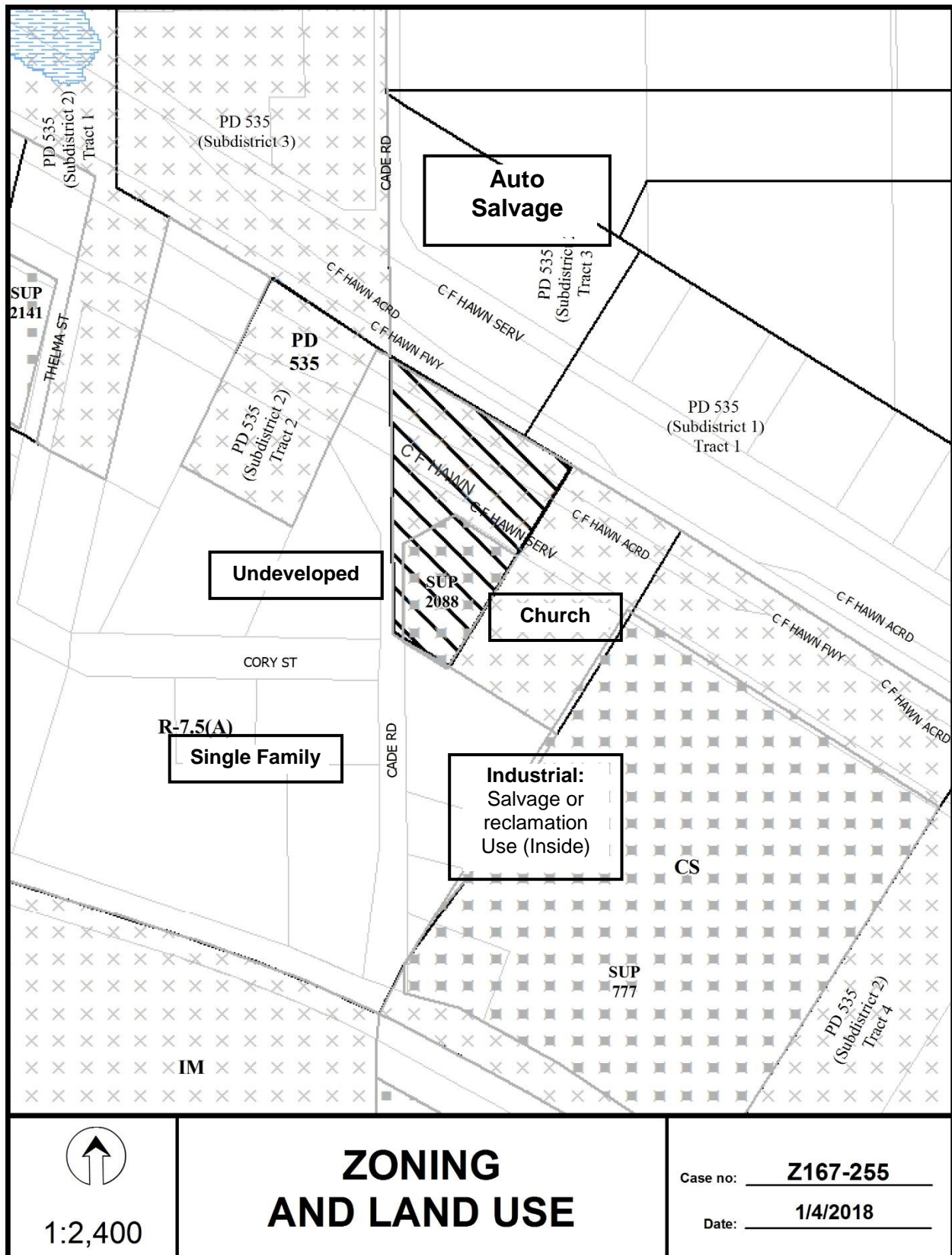
1. USE: The only use authorized by this specific use permit is a vehicle display, sales, and service use.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (three years from the passage of this ordinance) [August 12, 2017].
4. MAXIMUM FLOOR AREA: The maximum floor area is 10,000[44,588] square feet.
5. MAXIMUM VEHICLE DISPLAY AREA: The maximum area for the display of vehicles is 1,212 square feet.
- 6[5]. HOURS OF OPERATION: The vehicle display, sales, and service use may only operate during the hours 9:00 a.m. to 9:00 p.m., Monday through Saturday.
- 7[6]. LANDSCAPING: Landscaping must be provided and maintained in accordance with the requirements of the ordinance governing Planned Development District No. 535.
- 8[7]. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
- 9[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.

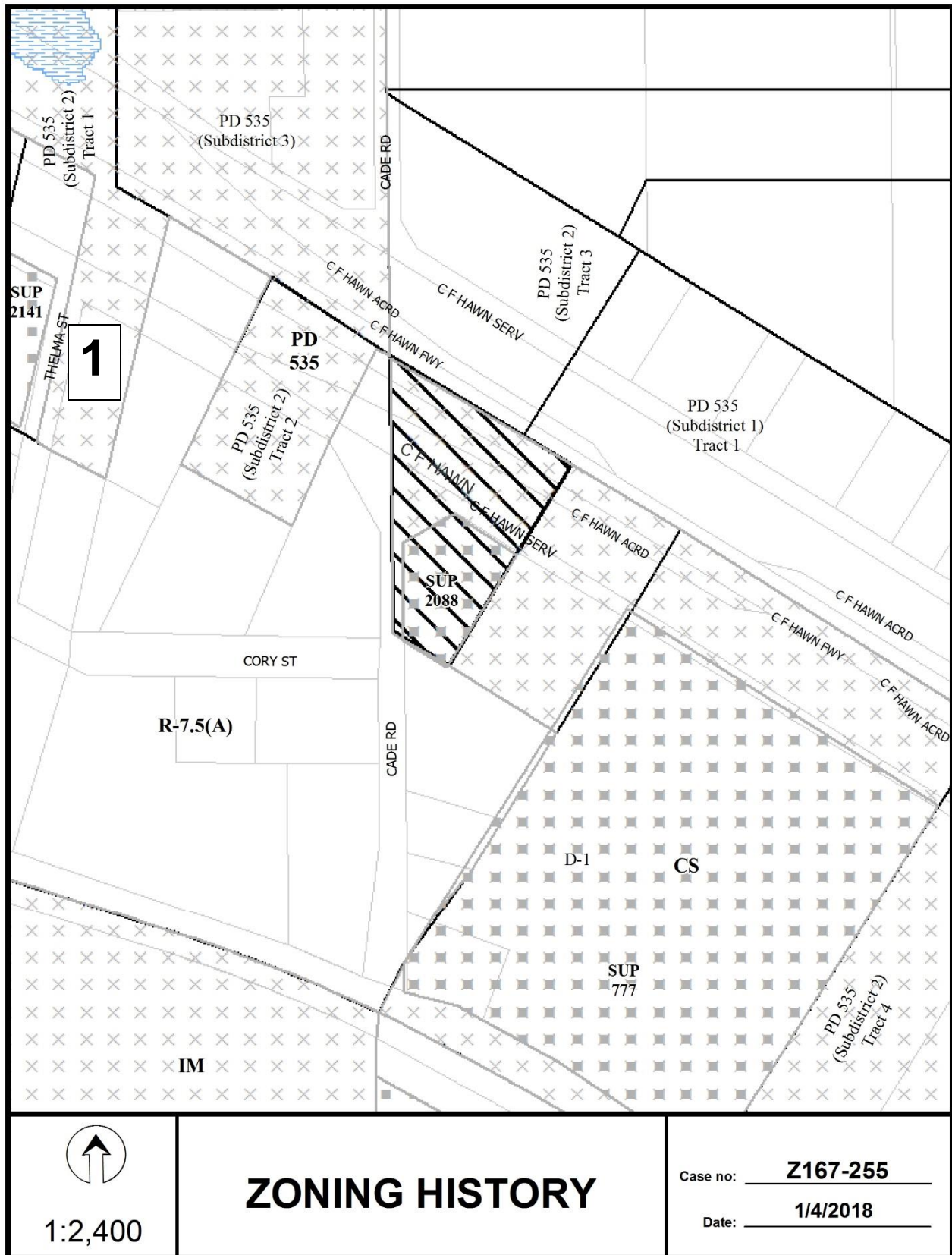














Z167-255(SM)

01/18/2018

Reply List of Property Owners

Z167-255

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	10516	C F HAWN FWY	VELASQUEZ JOSE GUADALUPE
2	915	CADE RD	HARWOOD GEORGE W JR
3	10430	C F HAWN FWY	TOPLETZ INVESTMENTS
4	10426	C F HAWN FWY	RODDEN JAMES RAY
5	10426	C F HAWN FWY	RODDEN JAMES R
6	1015	CADE RD	FUENTES ROBERTO AVINA
7	1009	CADE RD	HERNANDEZ ALBERTO
8	10516	C F HAWN FWY	VALDEZ JOHNNY
9	10518	C F HAWN FWY	CHURCH OF GOD 7TH DAY
10	10505	C F HAWN FWY	UDENZE ANTHONY &
11	10509	C F HAWN FWY	PAZ MATEO
12	10519	C F HAWN FWY	AVELAR JOE ED

AGENDA ITEM # 38

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): 13

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 26 F

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to, and an expansion of, the Subarea D portion on property zoned Subareas C and D within Planned Development District No. 745, on the east side of Manderville Lane, north and south of Midtown Boulevard

Recommendation of Staff and CPC: Approval, subject to a revised conceptual plan, Subarea D development plan, and conditions

Z167-338(JM)

FILE NUMBER: Z167-338(JM)

DATE FILED: June 27, 2017

LOCATION: East side of Manderville Lane, north and south of Midtown Boulevard

COUNCIL DISTRICT: 13

MAPSCO: 26 F

SIZE OF REQUEST: Approx. 16.81 acres

CENSUS TRACT: 78.06

APPLICANT/OWNER: The Legacy Senior Communities, LLC; Freedom Hospitality LLC; and, Brazos Texas Land Development LLC

REPRESENTATIVE: Baldwin Associates, Rob Baldwin

REQUEST: An application for an amendment to, and an expansion of, the Subarea D portion on property zoned Subareas C and D within Planned Development District No. 745.

SUMMARY: The purpose of this request is to remove approximately four acres from Subarea C and add them to Subarea D. Amended conditions for the enlarged Subarea D include; **1)** increasing the minimum front yard setback from eight feet to 15 feet; **2)** removing the maximum front yard setback; **3)** allowing landscape walls and features, and accessory arbors and carports in all setback areas; **4)** increasing the maximum allowable height from 56 feet to 130 feet for 30 percent of the total lot area (or decreasing from 240 feet to 130 feet for the four acres coming from Subarea C); **5)** removing the façade location requirement; and, **6)** removing the entrance spacing standard for convalescent and nursing homes, hospice care, and related institutions and retirement housing uses.

STAFF RECOMMENDATION: Approval, subject to a revised conceptual plan, Subarea D development plan, and conditions.

CPC RECOMMENDATION: Approval, subject to a revised conceptual plan, Subarea D development plan, and conditions.

BACKGROUND INFORMATION:

- On June 14, 2006, City Council approved PD No. 745 for mixed uses, containing approximately 77 acres. Subsequent amendments have created a total of six subareas.
- The subject site is largely undeveloped, with a hotel in the portion of Subarea C which will remain Subarea C.
- The purpose of this request is to reduce Subarea C, enlarge Subarea D, and amend conditions for Subarea D. Amended conditions include:
 - Increasing the minimum front yard setback from eight feet to 15 feet;
 - Removing the maximum front yard setback;
 - Exempting landscape walls and features and accessory arbors and carports from setback requirements;
 - Increasing the maximum allowable height from 56 feet to 130 feet for 30 percent of the total lot area;
 - Removing the façade location requirement; and,
 - Removing the entrance spacing standard for convalescent and nursing homes, hospice care, and related institutions and retirement housing uses.

Zoning History: There have been eight zoning change requests in the area within the last five years.

1. **Z167-282:** On August 9, 2017, the City Council approved an amendment to PD No. 790 to increase the allowable square footage within Area C on property located on the west corner of Royal Lane and Greenville Avenue.
2. **Z167-237:** On June 28, 2017, the City Council approved an amendment to the Subarea B portion of PD No. 745 on property bounded by the west line of Manderville Lane and the north line Midtown Boulevard.
3. **Z167-103:** On Wednesday, February 8, 2017, the City Council approved an MU-3 Mixed Use District with volunteered deed restrictions located on the east line of North Central Expressway, north of Meadow Road.
4. **Z145-204:** On August 12, 2015, the City Council approved an amendment to Subareas C & D PD No. 745 on property bounded by the west line of Manderville Lane and the north line Midtown Boulevard.
5. **Z145-153:** On June 17, 2015, the City Council approved an amendment to the Subarea B portion of PD No. 745 on property bounded by the west line of Manderville Lane and the north line Midtown Boulevard.
6. **Z134-171:** On October 8, 2014, the City Council approved PD No. 927 for mixed uses on property zoned an MF-2(A) Multifamily District and a GO(A)

General Office District on the north and south sides of Meadow Road, west of Manderville Lane.

7. **Z123-212:** On August 28, 2013, the City Council approved PD No. 895 for mixed uses on property zoned a GO(A) General Office District on the southeast corner of North Central Expressway and Midtown Boulevard.
8. **Z123-148:** On March 26, 2014, the City Council approved PD No. 904 for non-residential uses on property zoned a GO(A) General Office District.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW	Proposed ROW
Manderville Lane	Local	Variable	None
Midtown Boulevard	Local	Variable	None

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that the proposed amendment will not have a negative impact on the surrounding street system.

Exhibit B for the PD is an equivalency chart to help keep uses in-line with the previously approved traffic impact analysis. This exhibit references the *ITE Trip Generation* manual for all other uses. An assessment made by the city engineer determined that the convalescent and nursing homes, hospice care, and related institutions use would generate an equivalency of two beds to one multifamily unit. Page 2 of the development plan includes the equivalency charts for the PD, which are updated with each request. The applicant has used the ratio determined by the city engineer using the *ITE Trip Generation* manual to generate the numbers and added a note to reflect the meaning.

Surrounding Land Uses:

	Zoning	Land Use
Site	PD No. 745, Subareas C & D	Hotel & Undeveloped
North	PD No. 745, Subarea F	Undeveloped
East	CR, PD No. 790, SUP No. 701	Electrical Substation, DART ROW, Country Club
South	PD No. 745, Subarea C & PD No. 895	Undeveloped
West	PD No. 745, Subareas E & F, GO(A), PD No. 895	Multifamily

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 subject site as being located within an *Urban Mixed-Use Building Block*, which provides 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 midrise commercial towers to townhomes and small corner shops. Good access to transit is a critical element. 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.

Additionally, the Plan has identified the site as within a *Transit Center* which supports a compact mix of employment, retail, cultural facilities and housing.

ECONOMIC ELEMENT

GOAL 2.5 FOSTER A CITY OF GREAT NEIGHBORHOODS

Policy 2.5.1 Promote strong and distinctive neighborhoods to enhance Dallas' quality of life.

Implementation Measure 2.5.1.2 Support efforts to maintain distinctive identities of existing neighborhoods and ensure high-quality development of new neighborhoods.

URBAN DESIGN

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY

Policy 5.1.3 Encourage complementary building height, scale, design and character.

Implementation Measure 5.1.3.2 Amend the Dallas zoning regulations to establish urban design standards that reflect quality design and good land use principles through regulations which address height, scale, bulk and massing of new development. Standards will also address the impact of parking lots and structures to minimize spillover to adjacent neighborhoods, mitigate any negative effects and eliminate visual intrusion or incompatibility with the adjacent residential neighborhoods, historic or conservation districts.

GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY

Policy 5.2.1 Maintain neighborhood scale and character.

NEIGHBORHOOD PLUS

Policy 4.3 Enhance neighborhood desirability by improving infrastructure, housing stock, recreation and safety.

The current request to remove established urban design criteria for Subarea D does not seem to support the above-referenced goals of the comprehensive plan; however, the proposed structures would meet 68 percent of the minimum façade location requirements by providing approximately 332 feet of building façade within 15 feet of the property line. The minimum and maximum setback requirements to bring buildings up to the street, and façade and entrance requirements of the existing PD, allow for a more vibrant and urban street-level experience for pedestrians and drivers. Development in the area has progressed according to the requirements of the PD creating a unique neighborhood experience. The proposed development would address walkability and street activity by supplementing the remaining street frontage areas with arbor-like carports and seating areas for pedestrians creating a type of pocket park feel, thereby contributing to the pedestrian experience within the PD and supporting the goals of the comprehensive plan.

Land Use Compatibility:

The property contains a hotel within Subarea C (section remaining in Subarea C) and undeveloped land within the remainder, including all of Subarea D. While undeveloped land surrounds the site to the north and south, a large new multifamily development (395 units) exists to the west. A DART line and electrical substation exist to the east and separates the subject site from The Royal Oaks Country Club (PD 790).

The area is poised for continued development characteristic of an urban neighborhood. PD No. 745 created subareas with varying degrees of height, setback, and urban design elements. The following analysis contemplates the existing zoning of Subareas C & D. However, it is imperative to consider the new multifamily development to the west, as well. That development is located within Subarea F, which follows the existing development standards for Subarea D.

The applicant proposes six amendments with this request, as outlined below. The proposed changes would apply to the proposed Subarea D, with four acres taken from Subarea C for a total of 11 acres.

1) To increase the minimum front yard setback from eight feet to 15 feet.

	Existing Subarea C	Existing Subarea D	Proposed Subarea D
Minimum Front Yard Setback	10 feet	8 feet	15 feet

A reduced minimum front yard setback provides for a more urban feeling, pulling building frontages up to the street to create a livelier experience. The proposed increase would nearly double the minimum standard, matching the MU-3 Mixed Use District requirement. It is important to note that when PD No. 745 was created, it established a base zoning of MU-3, while choosing to modify the subareas to allow for an improved urban experience—to set the PD area apart. This request has allowed landscape walls and features, and accessory arbors and carports within the setback areas to diminish the lack of building frontage and add to the overall pedestrian realm.

2) To remove the maximum front yard setback.

	Existing Subarea C	Existing Subarea D	Proposed Subarea D
Maximum Front Yard Setback	14 feet	14 feet	None

While the minimum front yard setback ensures free space from the property line into the site, the maximum front yard setback guarantees that the front yard will not exceed a certain point, possibly negating the urban experience intended. In this case, the PD established a 14-foot maximum, setting a range of flexibility from 8 feet to 14 feet for the building façade. Removing this requirement means that there will be no guarantee of having buildings pulled-up to the street other than the development plan. A more traditional type of development would be allowed, as suggested by the applicant, with surface parking lots as the main vantage from the sidewalk and street; however, additional landscape, parking, and gathering features will help to mitigate the effect of the increased front yard setback.

3) To allow landscape walls and features and accessory arbors/carports in all setback areas.

As anything taller than six inches is considered a structure, the applicant has chosen to exempt landscaping walls and features from the front, side, and rear setback requirements to allow greater flexibility in site design. Additionally, arbor-like carport and gathering structures are proposed within the front yard area where parking is provided. This could help to activate more of the street/neighborhood experience. Staff does not have concerns over this request, as long as visibility obstruction regulations are taken into consideration.

4) To increase the maximum allowable height from 56 feet to 130 feet for 30 percent of the total lot area (or decrease from 240 feet to 130 feet for the four acres coming from Subarea C).

	Existing Subarea C	Existing Subarea D	Proposed Subarea D
Maximum Height	240 feet	56 feet	130 feet

Subarea C is currently south of Midtown Boulevard. The Manderville Lane section of the development faces Subarea F, with regulations matching the existing Subarea D. The MU-3 District allows 270 feet in height. The creation of the PD chose to reduce the allowable height in this area to 56 feet. The new multifamily development along the west side of Manderville Lane, and within Subarea F, has adhered to the 56-foot height standard, yet the applicant has requested a significant increase in height. One difference between the two sides of Manderville Lane is the proximity to the DART right-of-way. The subject site offers immediate proximity to the rail line along the east boundary of the property. Additionally, the land further east, across the DART right-of-way, is zoned Subarea B and allows up to 240 feet in height, which matches the remainder of Subarea C to the southwest. In order to protect the neighborhood from a stark difference in development across Manderville Lane, a local road with 40-60 feet of variable right-of-way, a provision has been added to only allow the increase in height for 30 percent of the overall lot area. The intent is to allow the existing development rights to remain across the southern section of the property, currently zoned Subarea C and allowing 240 feet in height, while protecting the site tied to more restrictive conditions and a development plan. PD No. 745 chose to scale structures along the north and west end of the PD at a maximum of 56 feet. That choice was made 10 years ago. Half of the area is developed with structures that are aligned with the reduced scale sought. Staff believes the amended height provision will allow for an adequate shift in development rights to support development of the narrow site.

5) To remove the façade location requirement.

The existing façade location requirement for both subareas is 50 percent within the minimum/maximum front yard established. Removing this requirement is a second attempt to pull the proposed structures further into the property, away from the street, making way for the proposed parking lots to line the street frontage. Essentially, this echoes the removal of the front yard maximum setback, encouraging a typical development style with surface parking lots being the main vantage point from the street, thereby reducing the activity and compromising the lively nature sought with the establishment of the design criteria. The applicant has provided alternatives to help reduce the potential impact on the liveliness of the pedestrian areas. Landscape features, arbors, carports, and gathering areas will be used in areas where parking are provided along the street frontage to activate the areas and pull the eyes away from the parking areas.

6) To remove the entrance spacing standard for convalescent and nursing homes, hospice care, and related institutions and retirement housing uses. All other uses would maintain the required 100-to-150-foot entrance spacing requirements that exist in the PD.

Another element of creating a lively urban streetscape is requiring entry spacing at a maximum of 100-to-150-feet. Requiring frequent entryways into structures creates a more active atmosphere when combined with bringing the building façade up to the property line/street. The applicant has stated that pushing entrances far behind the surface parking lots and limiting entrances is an operational requirement for the proposed convalescent and nursing homes, hospice care, and related institutions and retirement housing uses.

Parking:

The parking requirement set forth in Sec.51P-745.112 is not proposed to change. PD No. 745 refers back to Division 51A-4.200 for specific off-street parking and loading requirements for each use. The parking requirement for a retirement housing use is one off-street parking space per dwelling unit. Additionally, the convalescent and nursing homes, hospice care, and related institutions use demands 0.3 parking spaces per bed provided at the facility.

The proposed development plan identifies 180 retirement housing dwelling units and 190 beds for the convalescent and nursing homes, hospice care, and related institutions use. Overall, 237 parking spaces are required and 372 parking spaces have been provided.

Landscaping:

Landscaping must be provided in accordance Sec.51P-745.114. A landscape plan will be required. The applicant chose not to submit one with this request. A landscape plan will have to be presented to, and approved by the City Plan Commission, before issuance of a building permit to authorize work in this district.

List of Officers

The Legacy Senior Communities, LLC

Alan Postel, Director
Andrea Statman, Director
Anita Chanon, Director
Barrett Stern, Director
Bill Silverman, Director
Bruce Bernbaum, Director
Buddy Rosenthal, Director
Candi Haas, Director
Carey Rossel, Director
Carmen Michael, PhD., Director
Carol Aaron, Director
Cheryl Moore, Director
Gary Weinstein, Director
Genie Weitzman, Director
George Tobolowsky, Director
Gerald Ray, Director
Glenn Geller, Director
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Irwin Grossman, Director
Jerry Rasansky, Director
John Raphael, Director
Larry Golman, Director
Linda Garner, Director
Marc Stanley, Director
Michael Ellentuck, CEO and President
Michael Friedman, Director
Michael Glazer, Director
Mike Ablon, Director
Milton Levy Jr., Director
Randy Colen, Director
Robert Miller, Director
Robert Pollock, Director
Ron Fiedelman, Secretary
Ruthie Pack, Director
Sandy Donsky, Director
Sandy Kaufman, Director
Sanford Fagadau, Ph.D., Director
Sara Efune, Director
Stuart Morse, Director
Todd Shapiro, Director
Todd Teiber, Treasurer

Freedom Hospitality LLC

Zabir Ismail, Managing Director
Salim M. Ismail, Managing Member
Shireen S. Ismail, Managing Member

Brazos Texas Land Development LLC

Zabir Ismail, Managing Director
Salim M. Ismail, Managing Member
Shireen S. Ismail, Managing Member

CPC Action
January 4, 2018

Motion: It was moved to recommend **approval** of an amendment to, and an expansion of, the Subarea D portion, subject to a revised conceptual plan, Subarea D development plan and conditions on property zoned Subareas C and D within Planned Development District No. 745, on the east side of Manderville Lane, north and south of Midtown Boulevard.

Maker: Murphy
Second: Schultz
Result: Carried: 13 to 0

For: 13 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Lavallaissa, Jung, Schultz,
Murphy, Ridley, Tarpley

Against: 0
Absent: 2 - Housewright, Peadon
Vacancy: 0

Notices: Area: 500 Mailed: 82
Replies: For: 0 Against: 0

Speakers: For: Rob Baldwin, 3904 Elm St., Dallas, TX, 75226
Against: None

CPC RECOMMENDED PD CONDITIONS

ARTICLE 745.

PD 745.

SEC. 51P-745.101. LEGISLATIVE HISTORY.

PD 745 was established by Ordinance No. 26372, passed by the Dallas City Council on June 14, 2006. (Ord. 26372)

SEC. 51P-745.102. PROPERTY LOCATION AND SIZE.

PD 745 is established on property located on both sides of Manderville Lane, north of Blair Road and south of Royal Lane. The size of PD 745 is approximately 77.028 acres. (Ord. No. 26372; 27713)

SEC. 51P-745.103. CREATION OF SUBAREAS.

This district is divided into Subareas A, B, C, D, E, and F as shown on the conceptual plan (Exhibit 745A). (Ord. Nos. 26372; 29804)

SEC. 51P-745.104. 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) INTERIOR SIDE YARD means a side yard that is not adjacent to a street.

(2.1) LANDSCAPE WALLS mean a retaining wall or decorative wall.

(2.2) LANDSCAPE WALL AREA FEATURES means retaining or decorative walls, rails, steps, or foundations. A landscape wall area feature is not considered a blank wall.

(3) MEWS STREET means a multimodal street for pedestrians or low-speed vehicular traffic.

(4) OPEN SPACE means an area that is unobstructed to the sky, and that contains no structures except for ordinary projections of window sills, bay windows, belt courses, cornices, eaves, unenclosed

balconies, unenclosed patios, stoops, and other architectural features. A required yard on a lot with a structure is not open space.

(5) PRIMARY STREET means the principal frontage for a building site, as designated on the development plan.

(5.1) PRIVATE PERMEABLE AREA means an area open and available to residents.

(6) PROPERTY means Subareas A, B, C, and D collectively.

(7) ROADWAY ZONE means the zone for public use that includes the right-of-way, a portion of the sidewalk and utility easements, and landscape areas including pavers, concrete sidewalks, landscaping, trees, and decorative lighting, as shown on the roadway cross sections.

(8) SECONDARY STREET means the frontage for a building site that is not a primary street, as designated on the development plan.

(9) SETBACK means the minimum distance a building may be erected from a roadway zone or lot line.

(10) STOOP means a small porch leading to the entrance of a residence.

(11) TANDEM PARKING means one parking space in front of another parking space.

(d) This district is considered to be a nonresidential zoning district. (Ord. Nos. 26372; 27713; 29786; 29801)

SEC. 51P-745.104.1. EXHIBITS.

The following exhibits are incorporated into this article:

(1) Exhibit 745A: conceptual plan.

(2) Exhibit 745B: equivalency chart.

(3) Exhibit 745C: mixed use development parking chart.

(4) Exhibit 745D: tree survey.

(5) Exhibit 745E: roadway cross sections.

(6) Exhibit 745F: private permeable area plan.

(7) Exhibit 745G: Subarea E and F development plan.

(8) Exhibit 745H: Subarea E and F landscape plan. (Ord. Nos. 27713; 29786; 29804)

SEC. 51P-745.105. CONCEPTUAL PLAN.

Development and use of the Property must comply with the conceptual plan. In the event of a conflict between the text of this article and the conceptual plan, the text of this article controls. Minor adjustments to final street alignments and locations are permitted at the time of platting without requiring an amendment to the conceptual plan. (Ord. 26372)

SEC. 51P-745.106. DEVELOPMENT PLAN.

(a) Prior to the issuance of a building permit for work other than repair of existing structures, demolition and grading, the installation of fencing or other structures for security purposes, work associated with permitted temporary uses, or work intended to provide for the irrigation or maintenance of landscaping, a development plan and landscape plan must be approved by the city plan commission. In the event of a conflict between the text of this article and the development plan, the text of this article controls.

(b) In addition to the requirements set forth in Section 51A-4.702, the submittal of a development plan must also include the following:

(1) Cumulative floor area, number of dwelling units, number of multifamily dwelling units, and open space totals by use category for:

- (A) the building site;
- (B) the subarea in which the building site is located; and
- (C) the Property.

(2) Sufficient information to verify compliance with the maximum floor area and floor area ratio requirements of this article.

(3) Ingress and egress locations.

(4) Landscape plan including a tree survey and special amenities.

(5) Dwelling unit density and floor area calculations for the Property must be referenced in accordance with the equivalency chart (Exhibit 745B).

(6) Roadway zone delineations referenced on the roadway cross sections.

(7) Designation of primary streets and secondary streets.

(c) For single family uses, a recorded plat may suffice as a development plan, provided it contains all of the required elements for a development plan.

(d) The portion of Section 51A-4.702(c) requiring submission of a development plan within six months of the city council's approval of this district does not apply.

(e) Signs are not required to be shown on a development plan.

(f) A development plan, landscape plan, and tree survey are not required to reflect the entire Property and may include only a portion of the Property.

(g) In Subareas E and F, use and development of the Property must comply with the Subarea E and F development plan (Exhibit 745G). If there is a conflict between the text of this article and the Subarea E and F development plan, the text of this article controls. (Ord. Nos.26372; 27713; 29804)

SEC. 51P-745.107. MAIN USES PERMITTED.

(a) Except as provided in this section, the only main uses permitted in this district 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) Residential adjacency review (RAR) is not required for uses in this district.

(c) In this district, the following main uses are also permitted:

(1) Residential uses.

- Single family.
- Handicapped group dwelling unit.

(2) Retail and personal service uses.

- Ambulance service.
- Home improvement center, lumber, brick, or building materials sales yard. *[Limited to 15,000 square feet.]*
- Surface parking.

(3) Transportation uses.

- Private street or alley.

(d) In this district, the following main uses are prohibited:

(1) Agricultural uses.

- Crop production.

(2) Institutional and community service uses.

- Cemetery or mausoleum.
- Halfway house.

(3) Lodging uses.

- Overnight general purpose shelter.

- (4) Miscellaneous uses.
 - Carnival or circus (temporary).
- (5) Residential uses.
 - College dormitory, fraternity or sorority house.
- (6) Retail and personal service uses.
 - Auto service center.
 - Car wash.
 - Commercial amusement (inside).
 - Commercial amusement (outside).
 - Swap or buy shop.
- (7) Transportation uses.
 - Heliport.
 - Helistop.
 - Railroad passenger station.
- (8) Utility and public service uses.
 - Electrical substation.

(Ord. 26372)

SEC. 51P-745.108. ACCESSORY USES.

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

- (b) In this district, the following accessory use is not permitted:
 - Private stable.
- (c) In this district, the following accessory uses are permitted by SUP only:
 - Accessory medical/infectious waste incinerator.
 - Accessory pathological waste incinerator.
- (d) In Subarea B, the following additional accessory use is permitted:
 - Accessory community center (private).

(Ord. Nos. 26372; 29786)

SEC. 51P-745.109. 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. In the event of a conflict between this section and Division 51A-4.400, this section controls.)

(a) Except as provided in this section, the yard, lot, and space regulations for the MU-3 Mixed Use District apply in this district.

(b) Window sills, bay windows, belt courses, cornices, other architectural features, and fireplace chimneys may project up to three feet into a required front, side, or rear yard.

(c) Unenclosed balconies, unenclosed patios, and stoops may project up to six feet into a required front, side, or rear yard, provided that the width of the encroachment is not greater than 12 feet.

(d) The residential proximity slope provisions of Section 51A-4.125(f)(4)(E)(i) apply only if the site of origination is property outside this district that is zoned as an R or R(A) Single Family District and is developed with a single family use on June 14, 2006.

(e) That portion of the lot or building site designated as open space is not included in lot coverage.

(f) Subarea A.

OMITTED FOR BREVITY

(g) Subarea B.

OMITTED FOR BREVITY

(h) Subareas C and E.

(1) Front yard.

(A) Minimum.

(i) Except as provided in this subparagraph, minimum front yard is 10 feet.

(ii) For lots fronting on a mews street, no minimum front yard is required.

(B) Maximum.

(i) Except as provided in this subparagraph, maximum front yard is 14 feet.

(ii) For lots fronting on a mews street, maximum front yard is five feet.

(C) Facade location.

(i) Except as provided in Provision (ii), a portion of the front facade equal to at least 50 percent of the length of the lot, excluding pedestrian and vehicular ingress and egress points, must be located within the area between the minimum and maximum front yard setback. The remainder of the front facade (less than 50 percent of the length of the lot) must comply only with the minimum front yard setback.

(ii) For lots fronting a mews street, a portion of the front facade equal to at least 50 percent of the length of the lot, excluding pedestrian and vehicular ingress and egress points, must be located within the area between the front property line and the maximum front yard setback. The remainder of the front facade (less than 50 percent of the length of the lot) is not required to comply with the maximum front yard setback.

(D) Landscape wall area features. In Subarea E, landscape wall area features may be located in the front yard, in accordance with the visibility obstruction regulations in Section 51P-745.111.

(2) Side and rear yard.

(A) Minimum side and rear yard is six feet, except that for lots with single family uses, no minimum interior side yard is required.

(B) In Subarea E, landscape wall area features may be located in the side and rear yard, in accordance with the visibility obstruction regulations in Section 51P-745.111.

(3) Dwelling unit density. Maximum dwelling unit density is 120 units per acre. See Section 51P-745.110 for additional provisions on density.

(4) Floor area ratio. Maximum floor area ratio is 2.85. See Section 51P-745.110 for additional provisions on floor area.

(5) Height. Unless further restricted under Subsection (d), maximum structure height is 240 feet.

(6) 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.

(7) Lot size. No minimum lot size.

(8) Open space. Minimum open space is .25 acres.

(i) Subarea D.

(1) Front yard.

(A) Minimum front yard is 15 feet.

(B) Landscape wall area features may be located in the front yard, in accordance with the visibility obstruction regulations in Section 51P-745.111.

(C) Accessory structures limited to arbors, trellises, and carports do not require a setback.

(2) Side and rear yard.

(A) Except as provided in the subparagraph, minimum side and rear yard is six feet. For lots with single family uses, no minimum interior side yard is required.

(B) Landscape wall area features may be located in the side and rear yards, in accordance with the visibility obstruction regulations in Section 51P-745.111.

(3) Dwelling unit density. Maximum dwelling unit density is 100 units per acre. See Section 51P-745.110 for additional provisions on density.

(4) Floor area ratio. Maximum floor area ratio is 2.25. See Section 51P-745.110 for additional provisions on floor area.

(5) Height.

(A) Except as provided, maximum structure height is 56 feet.

(B) Maximum height must comply with Subsection (d).

(C) A maximum of 30 percent of the lot area is permitted to be a maximum of 130 feet.

(D) Structure projections listed in 51A-4.408(a)(2)(A) are allowed to exceed the maximum height by 12 feet.

(6) 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.

(7) Lot size. No minimum lot size.

(8) Open space. Minimum open space is 1.5 acres.

(j) Subareas ~~D and~~ F.

(1) Front yard.

(A) Minimum.

(i) Except as provided in this subparagraph, minimum front yard is eight feet.

(ii) For lots fronting on a mews street, no minimum front yard is required.

(B) Maximum.

(i) Except as provided in this subparagraph, maximum front yard is 14 feet.

(ii) For lots fronting on a mews street, maximum front yard is five feet.

(C) Facade location.

(i) Except as provided in Provision (ii), a portion of the front facade equal to at least 50 percent of the length of the lot, excluding pedestrian and vehicular ingress and egress points, must be located within the area between the minimum and maximum front yard setback. The remainder of the front facade (less than 50 percent of the length of the lot) must comply only with the minimum front yard setback.

(D) Landscape wall area features. In Subarea F, landscape wall area features may be located in the front yard, in accordance with the visibility obstruction regulations in Section 51P-745.111.

(ii) For lots fronting a mews street, a portion of the front facade equal to at least 50 percent of the length of the lot, excluding pedestrian and vehicular ingress and egress points, must be located within the area between the front property line and the maximum front yard setback. The remainder of the front facade (less than 50 percent of the length of the lot) is not required to comply with the maximum front yard setback.

(2) Side and rear yard.

(A) Minimum side and rear yard is six feet, except that for lots with single family uses, no minimum interior side yard is required.

(B) In Subarea F, landscape wall area features may be located in the side and rear yard, in accordance with the visibility obstruction regulations in Section 51P-745.111.

(3) Dwelling unit density. Maximum dwelling unit density is 100 units per acre. See Section 51P-745.110 for additional provisions on density.

(4) Floor area ratio. Maximum floor area ratio is 2.25. See Section 51P-745.110 for additional provisions on floor area.

(5) Height. Unless further restricted under Subsection (d), maximum structure height is 56 feet.

(6) 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.

(7) Lot size. No minimum lot size.

(8) Open space. Minimum open space is 1.5 acres.

SEC. 51P-745.110.

MAXIMUM DENSITY, FLOOR AREA, AND EQUIVALENCIES.

(a) Except as provided in this section, the maximum number of multifamily dwelling units in this district is 3,800, and the maximum floor area (exclusive of service areas, elevator cores, and similar common areas) is 930,000 square feet of office uses; and 90,000 square feet of retail and personal service uses.

(b) The maximums set forth above may be adjusted by using the equivalency table. (Exhibit 745B). For example, one guest room in a lodging use could replace one multifamily dwelling unit, or 3,700 multifamily units could be provided in combination with a maximum of 972,000 (930,000+42,000) square feet of office and 90,000 square feet of retail and personal service. All uses permitted in this district not listed in the equivalency table must be converted to equivalencies in the manner set forth in the equivalency table notes, and are subject to the limits set forth in Subsection (a).

(c) Notwithstanding the provisions of Subsection (b), office uses (not equivalencies thereof) may not exceed 1,250,000 square feet, and retail and personal service uses (not equivalencies thereof) may not exceed 500,000 square feet in this district, and the number of multifamily dwelling units may not exceed 3800 units in this district. (Ord. 26372)

SEC. 51P-745.111. VISUAL OBSTRUCTION REGULATIONS.

(a) Except as provided in this section, the visual obstruction regulations in Section 51A-4.602(d) apply.

(b) In this district VISIBILITY TRIANGLE means 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 normal street curb lines) and points on each of the street curb lines 30 feet from the intersection.

(c) Landscape walls exceeding 18 inches in height may not be located in a visibility triangle. (Ord. Nos. 26372; 27713; 29785)

SEC. 51P-745.112. 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) Multifamily. A minimum of one space per unit is required for units with one bedroom or fewer, and a minimum of 1.5 spaces per unit is required for units with two bedrooms or more.

(c) Parking reductions for proximity to DART light rail stations.

(1) Parking for all uses, except residential uses, which are located within ¼ mile of a Dallas Area Rapid Transit (DART) light rail station may be reduced by 20 percent.

(2) Parking for all uses, except residential uses, which are located more than ¼ mile but ½ mile or less from a DART light rail station may be reduced by 20 percent provided there is a minimum six-foot-wide pedestrian connection on the east side of Manderville Lane from Subareas C and D to the closest DART light rail station. Pedestrian connections must be illuminated such that a minimum maintained average illumination level of 1.5 footcandles is provided.

(3) Measurements to a light rail station may be calculated as a radial measurement from the nearest point of the light rail station to the nearest point of the lot containing the use.

(d) Screening of off-street loading spaces and service areas.

(1) Off-street loading spaces and service areas must be screened from all public streets, and from all adjoining property whether abutting or directly across a street or alley.

(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 screening around service areas for trash collection must be screened by a masonry wall.

(e) Parking structures. Below-grade parking structures may project to the lot line.

(f) Compact parking. No more than 35 percent of the required parking spaces for any use may be provided by compact (7.5-foot-wide) stalls.

(g) On-street parking credit. Required parking for non-residential and multifamily uses may be reduced by one space for every parking space in the street right-of-way abutting the use. To receive credit, parking spaces must be marked per city regulations.

(1) An on-street parking space may not be used to reduce the required parking for more than one use (i.e. it cannot be counted more than once as a space for a use), except that an on-street parking space may be used to reduce the combined total parking requirement of a mixed-use project.

(2) An on-street parking space that is not available to the public at all times of the day may only be counted as a partial parking space in proportion to the amount of time that it is available. For example, a parking space that is available to the public only eight hours per day will be counted as one-third of a parking space ($8 \div 24 = \text{one-third}$). The total of the limited availability parking spaces will be counted to the nearest whole number, with one-half counted as an additional space.

(h) Tandem parking. Tandem parking is permitted for single family uses.

(i) 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 (MUD) parking chart (Exhibit 745C).

(B) For purposes of this section, mixed use development means a subarea with more than one main use.

(C) This reduction may be used in combination with other parking reductions, except that the standard requirement for a mixed use development may not be reduced by more than 30 percent.

(2) Calculation of adjusted standard off-street parking requirement. The adjusted off-street parking requirement for a mixed use development is calculated as follows:

(A) First, the standard parking requirements for each of the uses in the mixed use development must be ascertained.

(B) Next, the parking demand for each use is determined for each of the five times of day shown in the MUD 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 MUD parking chart, the percentage assigned to that use is 100 percent for all five times of day.

(C) Finally, the “time of day” columns are totaled 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 off-street parking requirement for the 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.

(j) Parking setback. Except for below-grade parking, parking is prohibited in a required front yard. (Ord. 26372)

SEC. 51P-745.113. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. 26372)

SEC. 51P-745.114. 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. The landscape plan must include any relevant parkway area and roadway zones. For Subarea B, a landscape plan must be submitted for each area of a shared access development before the issuance of a building permit to authorize work in each area.

(2) A landscape plan submission must consist of 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 be on a standard drawing sheet of a size not to exceed 36 inches by 48 inches. A plan which cannot be drawn in its entirety on a 36 inch by 48 inch sheet must be drawn with appropriate match lines on two or more sheets.

(3) 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, and the subarea classification of adjacent properties. A vicinity map should also be attached to or made a part of the plan.

(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 points earned by the plan (See Subsection (f)).

(4) Landscape plan review.

(A) The city plan commission shall review each landscape plan submitted to determine whether or not it complies with the requirements of this section. All landscape plans must comply with the mandatory provisions in Subsection (e). In addition, all landscape plans must earn a minimum of 20 points. Points are awarded for specified landscape features and elements based on their relative value or merit.

(B) The alternatives from which an applicant may select to achieve the minimum point score needed for approval are referred to in this section as design standards and are set forth in Subsection (f).

(5) In Subareas E and F, landscaping must comply with the Subarea E and F landscape plan (Exhibit 745H). If there is a conflict between the text of this article and the landscape plan, the text of this article controls.

(b) Application of section. Except as otherwise provided, this section applies when an application for a building permit for work is made, unless the application is for:

(1) the repair of existing structures, demolition and grading, the installation of fencing or other structures for security purposes, work associated with permitted temporary uses, or work intended to provide for the irrigation or maintenance of landscaping; or

(2) restoration of a building that has been damaged or destroyed by fire, explosion, flood, tornado, riot, act of a public enemy, or accident of any kind. For purposes of this subsection, “restoration” means

(A) the act of putting back into a former or original state; or

(B) construction work that 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 a 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.

(3) Notwithstanding the provisions of this subsection, tree mitigation requirements must be met in accordance with the provisions of this article.

(c) Consistency. The city council shall, at a minimum, impose landscaping requirements consistent with the standards and purposes of this section as a part of all ordinances establishing or amending any subarea.

(d) Special exception. The board of adjustment may grant a special exception to the landscaping requirements of this section upon making a finding from the evidence presented that strict compliance with the requirements of this section will result in substantial financial hardship or inequity to the applicant without sufficient corresponding benefit to the city and its citizens in accomplishing the objectives and purposes of this section.

(e) Mandatory provisions.

(1) Trees.

(A) Tree planting zone. For purposes of this section, the tree planting zone is that area parallel to and between two-and-one-half and four feet from the back of the projected street curb. (The tree planting zone is in the parkway. Note that the property owner must apply for a parkway landscape permit before any required trees may be planted in the parkway. See Paragraph (3) for more details regarding the parkway landscape permit.)

(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 trees is determined by dividing the number of feet of lot frontage by 25. Fractions are rounded to the nearest whole number, with .5 being rounded up to the next higher whole number. All required trees must be

recommended for local area use by the director of parks and recreation. If a property owner cannot obtain a parkway landscape permit to locate a required tree in the parkway, the property owner shall 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.

(C) 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.

(D) Tree spacing requirements. Required trees must be spaced as uniformly as practicable. The trunk of a required tree must be within 50 feet of another required tree.

(2) Private license granted.

(A) The city council hereby grants a revocable, non-exclusive license to the owners, or with the written consent of the owner, to the tenants or designated property owners association ("property owner") of all Property in this district for the exclusive purpose of complying with Subsection (e). A property owner is not required to pay an initial or annual fee for this license, although a fee may be charged for issuance of a parkway landscape permit in accordance with the Dallas Building Code, or Paragraph (3). This private license shall not terminate at the end of any specific time period, however, the city council reserves and has the absolute 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 of the necessity for such termination shall be final and binding and the city shall become entitled to possession of the premises without giving any notice and without the necessity of legal proceedings to obtain possession whenever in its judgment the purpose or use of this license is inconsistent with the public use of the right-of-way or when the purpose or use of this license is likely to become a nuisance or a public safety issue. Upon termination of the license by the city council, each property owner shall remove all improvements and installations in the public rights-of-way in a manner satisfactory to the director of public works and transportation.

(B) Upon the installation of landscaping and related amenities, such as irrigation systems, in the public rights-of-way, the property owner 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 license granted herein, with combined single limits of liability for bodily injury and property damage of not less than \$1,000,000 for each occurrence, \$2,000,000 annual aggregate. Coverage under this liability policy shall be on an "occurrence" basis and the city shall be named as additional insured. Proof of such insurance shall be sent to: Office of Risk Management, City of Dallas, 1500 Marilla, 1/C/North, Dallas, Texas 75201 and the policy shall 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 it is covered by this liability insurance policy.

(C) Each property owner shall be responsible for maintaining the landscaping and related amenities in good repair and condition and to keep the premises safe and from deteriorating in value or condition, at no expense to the city, and the city shall be absolutely exempt from any requirements to make repairs or to maintain the landscaping and related amenities. The granting of a license for landscaping and related amenities under this section does not release the property owner from liability in the installation or maintenance of trees, landscaping, and related amenities in the public right-of-way.

(3) Parkway landscape permit.

(A) It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating street trees, landscaping, sidewalks, or related amenities in the parkway. An application for a parkway landscape permit must be made to the director of public works and transportation before an application for a building permit is made for work on the lot. 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 and 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 section if compliance is made impossible due to the director of public works and transportation'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 section does not excuse the property owner, his agents, or employees from liability in the installation or maintenance of trees or other amenities in the public right-of-way.

(4) Acceptable landscape materials.

(A) No artificial plant materials may be used to satisfy the requirements of this section.

(B) Plant materials used to satisfy the requirements of this section must comply with the following minimum size requirements at the time of installation:

(i) Large trees must have a minimum caliper of three inches, or a minimum height of twelve feet, depending on the standard measuring technique for the species.

(ii) Small trees must have a minimum height of six feet.

(iii) Large shrubs must have a minimum height of three feet.

(C) For purposes of Subparagraph (4)(B), "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.

(D) In satisfying the landscaping requirements of this section, the use of high quality, hardy, and drought tolerant plant materials is recommended and encouraged.

(5) Soil requirements.

(A) Except as otherwise provided in this paragraph, landscape planting areas in general must have the following soil depths and dimensions:

(i) For each large shrub or small tree installation, a minimum of 24 inches of soil depth and 16 square feet of surface area (total of 32 cubic feet).

(ii) For each large tree installation, a minimum of 36 inches of soil depth and 25 square feet of surface area (total of 75 cubic feet).

(B) Landscape planting areas located above underground buildings or structures must have the following soil depths and dimensions:

(i) For each large shrub or small tree installation, a minimum of 30 inches of soil depth and 25 square feet of surface area (total of 62.5 cubic feet).

(ii) For each large tree installation, a minimum of 40 inches of soil depth and 36 square feet of surface area (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 plant materials affected.

(6) 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.

(7) Irrigation requirements. Required plant materials must be located within 100 feet of a verifiable water supply. Proposed watering methods (irrigation or otherwise) must be:

(A) indicated on the landscape plan; and

(B) adequate to maintain the plant materials in a healthy, growing condition at all times.

(8) Pedestrian scale lighting. Pedestrian scale lighting that provides a minimum maintained average illumination level of 1.5 footcandles along all sidewalks on or adjacent to the lot and adjacent to a public street must be provided. PEDESTRIAN SCALE LIGHTING means that the light emanates from a source that is no more than 15 feet above the grade of the sidewalk. The design and placement of both the standards and fixtures must be approved by the director of public works and transportation. Unless otherwise provided for, 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.

(9) Sidewalks. Except as provided in this paragraph, a minimum six-foot-wide sidewalk must be provided in an area parallel to and between four and 12 feet from the back of the projected street curb. If necessary to protect an existing tree, the building official may allow a sidewalk to be provided in another location. 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.

(f) Design standards. To earn points under this subsection, landscape areas must be placed in the front yard of a building site. For purposes of this subsection, a front yard may include those areas of the public right-of-way or roadway zone located behind the curb that are used for streetscape.

(1) Percentage of front yard area. One point is awarded for each three percent of the total front yard area provided as landscape area to a maximum of 15 points if the landscape area:

- (A) is at least 50 square feet;
- (B) is covered with grass or other plant material as ground cover; and
- (C) for every 100 square feet of landscape area, or fraction thereof has a minimum of:

- (i) one large canopy tree (See Paragraph (3) regarding credit for retention or relocation of existing trees);

- (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) Parking concealment. Five points are awarded for providing all required parking in structures which:

- (A) have all facades covered with the same material as the main building; or

- (B) are totally underground.

(3) Existing tree credits. Existing healthy trees are categorized in accordance with the definitions of this section and credited toward meeting design standards as follows:

- (A) For each 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 tree is allowed.

- (B) For each 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 trees is allowed.

- (C) For each 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 trees is allowed.

(4) 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(s) 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.

(g) Tree preservation, removal, and replacement. A property owner may follow the provisions of Division 51A-10.130 or the following:

(1) This subsection applies to all Property within this district except for lots smaller than two acres in size that contain single family (including duplex and townhouse) uses.

(2) The tree survey (Exhibit 745D) shall serve as the basis for tree preservation, removal, and replacement activity.

(3) Tree preservation may be accomplished by planting replacement trees anywhere within this district.

(4) Trees which are preserved in or relocated to a park, a conservation easement, designated open space, or area shown on a development plan shall receive a 2:1 caliper inch credit which may be applied toward meeting the requirement of this subsection.

(5) The city arborist must approve all tree preservation, removal, and replacement activity.

(6) Tree replacement is required within 12 months after issuance of a final certificate of occupancy for structure in the area identified on an approved development plan. Subject to the provisions of this section regarding tree credits, the total caliper inches of replacement trees must equal or exceed the total caliper inches of protected trees removed, including those protected trees removed prior to demolition activity.

(h) When landscaping must be completed.

(1) Except as otherwise provided in Paragraph (2), all landscaping must be completed in accordance with the approved landscape plan before a certificate of occupancy may be issued for any building on the lot.

(2) 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.

(A) 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.

(B) The deed restrictions must:

- (i) expressly provide that they may be enforced by the city;
- (ii) be approved as to form by the city attorney; and
- (iii) be filed in the deed records of the county in which the land is located.

(i) General maintenance. Required landscaping must be maintained in a healthy, growing condition at all times. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning, and other maintenance of all plantings as needed. Any plant that dies must be replaced with another living plant that complies with the approved landscape plan within 90 days after notification by the city.

(j) Subarea B.

(1) Single family uses. Single family uses must comply with the following requirements:

(A) A minimum of 20 percent of the aggregate land area of all shared access developments in Subarea B must be designated as landscape area. Designated landscape area must consist of all areas within a shared access development except for platted residential lots and driving surfaces. For purposes of this subsection, consolidated open space, pedestrian way open space, mid-block open space, and modified mid-block open space located as shown on the private permeable area plan (Exhibit 745F) are considered landscape area.

(B) One site tree must be provided for every 4,000 square feet within a shared access development. Every site tree must have a planting area of at least 25 square feet. The trunk of any site tree must be located at least two-and-one-half feet from any pavement. Site trees must be species listed in Section 51A-10.134.

(C) In addition to any site trees, one tree must be provided for every 40 feet of street frontage, excluding shared access points, with a minimum of two street trees required. Street trees may be located within the front yard or parkway if all private licensing requirements of the city code and charter are met. In this paragraph, PARKWAY means the portion of a street right-of-way between the projected street curb and the front lot line or corner side lot line. If the director determines that a tree would interfere with utility lines, a substitute street tree from a species listed in Section 51A-10.134 may be provided.

(D) Required street trees may be located anywhere in Subarea B.

(2) Private permeable area plan for a shared access development.

(A) For a shared access development, consolidated open space, pedestrian way open space, mid-block open space, and modified mid-block open space must be provided as shown on the private permeable area plan (Exhibit 745F).

(B) Dimensional revisions to consolidated open space areas 1 through 8 may be considered if requested revisions provide for no reduction in land area for each area, using the director procedure in Section 51A-4.702(h)(2)(A). For purposes of this subparagraph, Section 51A-4.702(h)(2)(A)(ii)(aa) does not apply.

(C) Dimensional revisions to a pedestrian way open space may be considered if requested revisions provide for not less than 18 feet of width for each area, using the director procedure in Section 51A-4.702(h)(2)(A). For purposes of this subparagraph, Section 51A-4.702(h)(2)(A)(ii)(aa) does not apply.

(D) Dimensional revisions to a mid-block open space may be considered if requested revisions provide for not less than 10 feet of width for each area, using the director procedure in Section 51A-4.702(h)(2)(A). For purposes of this subparagraph, Section 51A-4.702(h)(2)(A)(ii)(aa) does not apply.

(E) Roof eaves may project into a pedestrian way open space and mid-block open space up to two feet, with a minimum clearance of 10 feet above grade.

(F) Each pedestrian way open space area, as shown on the private permeable area plan (Exhibit 745F), must be 100 percent permeable except sidewalks no more than four feet in width, steps, stoops, retaining walls, and landscape walls.

(G) Each mid-block open space, as shown on the private permeable area plan, must contain a minimum width of 10 feet and must be 90 percent permeable. For purposes of this subparagraph, brick pavers or similarly small dimensioned material are considered permeable. Nonpermeable sidewalk construction is prohibited.

(H) Each modified mid-block open space, as shown on the private permeable area plan, must be 90 percent permeable. For purposes of this subparagraph, brick pavers or similarly small dimensioned material are considered permeable. Nonpermeable sidewalk construction is prohibited.

(I) If consolidated open space area 3 is developed with a swimming pool and associated structures and improvements, a minimum of 45 percent of the land area must be covered by natural grass, ground cover, or other natural plant materials (excluding screening).

(3) Tree preservation, removal, and replacement for single family uses. Tree preservation, removal and replacement must comply with Division 51A-10.130.

(4) Mitigation calculations. Within five years after issuance of a grading permit, the Property owner shall present to the building official the total mitigation calculation including mitigation amount less trees planted. This term may be extended by two one-year extensions to be mutually agreed by the building official and Property owner. (Ord. No. 26372; 27713; 29785; 29804)

SEC. 51P-745.115.

BUILDING ELEMENTS AND DESIGN STANDARDS.

(a) In general.

(1) Applicability.

(A) Except as provided in this section, building elements and design standards apply to all buildings within the district.

(B) Single family uses in Subarea B are not subject to this section.

(2) Purpose. Building elements and design standards are intended to:

(A) ensure that new development enhances and is compatible with surrounding neighborhoods; and

(B) enhance the character and environment for pedestrians.

(3) Building elements and facade for Subareas A, C, and D.

(A) Street-level transparency. *(Measured between 0 and 10 feet above adjacent sidewalk.)*

(i) Primary street facade: Minimum 40 percent.

(ii) Secondary street facade: Minimum 20 percent.

(B) Upper-story transparency. *(Measured from floor to floor.)*

(i) Primary street facade: Minimum 40 percent.

(ii) Secondary street facade: Minimum 20 percent.

(C) Entrance.

(i) Primary street facade: Required.

(ii) Entrance spacing: *(Maximum linear feet.)*

(aa) Except as provided in Provision (bb) and (cc): 100.

(bb) For hospital, medical or scientific laboratory, and all office uses: 150.

(cc) For convalescent and nursing homes, hospice care, and related institutions and retirement housing, no maximum entrance spacing is required.

(iii) Secondary facade: Allowed.

(4) Building elements and facade for Subarea B.

(A) Street-level transparency. *(Measured for first finished floor above adjacent sidewalk.)*

(i) Primary street facade:

(aa) Except as provided in Provision (bb): Minimum 40 percent.

- (bb) For multifamily uses: Minimum 30 percent.
(ii) Secondary street facade: Minimum 20 percent.

(B) Upper-story transparency. (*Measured from floor to floor.*)

(i) Primary street facade:

(aa) Except as provided in Provision (bb): Minimum 40 percent.

(bb) For multifamily uses: Minimum 30 percent.

- (ii) Secondary street facade: Minimum 20 percent.

(C) Entrance.

- (i) Primary street facade: Required.

- (ii) Entrance spacing (*Maximum linear feet.*): 150.

- (iii) Secondary facade: Allowed.

(5) Blank wall. A blank wall may not face a primary street for more than 20 linear feet.

(6) Street-level retail use front windows. A minimum of 60 percent of a street-fronting street-level window must allow views into the street-level retail use for a depth of at least four feet, measured from the edge of the sidewalk closest to the window. Windows must be clear, unpainted, or translucent. Spandrel glass or back-painted glass is not permitted.

(b) Off-street parking structures.

(1) Except as provided in this subsection, all permanent parking structures must be either underground, or concealed in a building with a facade that is similar in appearance to the facade of either the main non-parking building to which the parking is accessory or the adjacent structure's architecture. At least 10 percent of the parking structure facade must be covered with the same material used predominantly on the first 50 feet of height of the main non-parking building. (The facade area is calculated by including openings, if any.) Openings in the parking structure facade must not exceed 52 percent of the total facade area.

(2) Parking structures in Subarea B that are not adjacent to public right-of-way are not subject to the requirements of Paragraph (1).

(c) 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.)

(d) Multifamily structures. The facade of multifamily dwelling units, exclusive of trim, doors, soffets, and shutters, must consist of no more than 15 percent wood or products that appear to be wood (such as Hardi-plank), with the remainder of the facade to be constructed of glass or masonry that does not have the appearance of wood.”

(Ord. Nos. 26372; 27713; 29785)

SEC. 51P-745.116. SIGNS.

(a) In general. Except as otherwise provided in this section, signs must comply with the provisions for business zoning districts in Article VII.

(b) 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 that it is identifying 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.
(Ord. Nos. 26372; 27713)

SEC. 51P-745.117. ADDITIONAL PROVISIONS.

(a) In Subarea B, platting must comply with Article VIII. No more than 350 lots may be platted as a shared access development subject to a final plat providing for no dead end streets. For purposes of this subsection, a cul-de-sac or a shared access area containing a maximum linear distance of 150 feet are not considered dead end streets.

(b) Before the final inspection of the first single family dwelling unit, an eight inch water main must be provided to serve the shared access development, with final design and construction approved by Dallas Water Utilities.

(c) The Property must be properly maintained in a state of good repair and neat appearance.

(d) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

(Ord. Nos. 26372; 29875)

SEC. 51P-745.118. COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, in this subdistrict until there has been full compliance with this division, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. 26372)

Proposed Conceptual Plan

Exhibit 745A

CONCEPTUAL PLAN
MANDERVILLE LANE AND MIDTOWN BOULEVARD
MEADOW ROAD AND RAMBLER ROAD



VICINITY MAP
N.T.S.

Sub-District A (10.959 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	370
Commercial/Residential P.D.	None	4.30
Residential Density (Dwelling Units/Acre)	None	8
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	10	37
Rear/Side Yard Setback (ft. from Property Line)	0	None

* - Except for mean coverage

Sub-District B (3.952 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	247
Commercial/Residential P.D.	None	4.00
Residential Density (Dwelling Units/Acre)	None	120
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	10	10
Rear/Side Yard Setback (ft. from Property Line)	0	None

* - Except for mean coverage

Sub-District C (5.915 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	247
Commercial/Residential P.D.	None	3.80
Residential Density (Dwelling Units/Acre)	None	100
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	10	14
Rear/Side Yard Setback (ft. from Property Line)	0	None

* - Except for mean coverage

Sub-District D (5.895 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	96
Commercial/Residential P.D.	None	3.25
Residential Density (Dwelling Units/Acre)	None	100
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	0	14
Rear/Side Yard Setback (ft. from Property Line)	0	None

* - Except for mean coverage

Sub-District E (3.095 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	247
Commercial/Residential P.D.	None	2.55
Residential Density (Dwelling Units/Acre)	None	120
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	10	14
Rear/Side Yard Setback (ft. from Property Line)	0	None

* - Except for mean coverage

Sub-District F (14.085 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	90
Commercial/Residential P.D.	None	3.25
Residential Density (Dwelling Units/Acre)	None	100
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	0	14
Rear/Side Yard Setback (ft. from Property Line)	0	None

* - Except for mean coverage

Planned Development
District
No. 745

1:10,000 SCALE FOR DISTRICT MAPS AND ZONING MAPS

29804

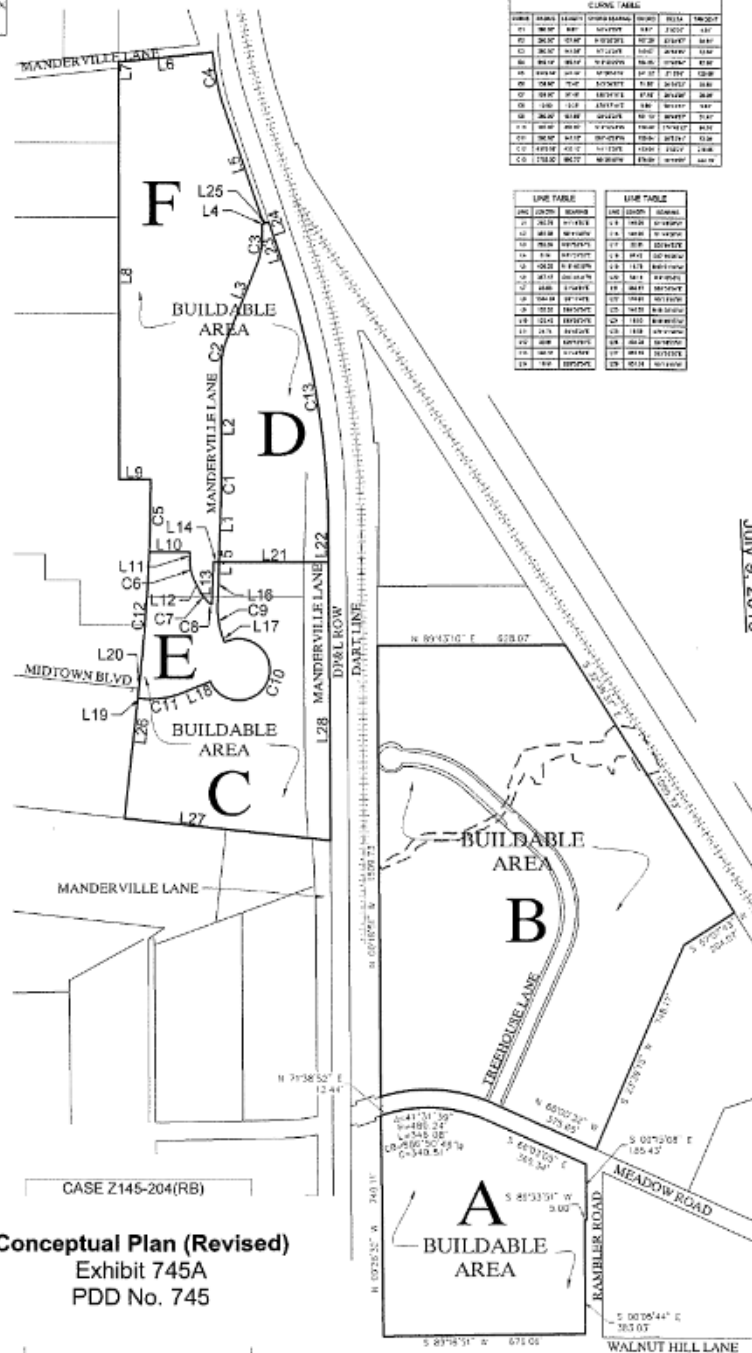
151440

JUNE 22, 2015



CURVE DATA			
STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING
11	N 89° 51' 00" E	100.00	N 89° 51' 00" E
12	N 89° 51' 00" E	100.00	N 89° 51' 00" E
13	N 89° 51' 00" E	100.00	N 89° 51' 00" E
14	N 89° 51' 00" E	100.00	N 89° 51' 00" E
15	N 89° 51' 00" E	100.00	N 89° 51' 00" E
16	N 89° 51' 00" E	100.00	N 89° 51' 00" E
17	N 89° 51' 00" E	100.00	N 89° 51' 00" E
18	N 89° 51' 00" E	100.00	N 89° 51' 00" E
19	N 89° 51' 00" E	100.00	N 89° 51' 00" E
20	N 89° 51' 00" E	100.00	N 89° 51' 00" E
21	N 89° 51' 00" E	100.00	N 89° 51' 00" E
22	N 89° 51' 00" E	100.00	N 89° 51' 00" E
23	N 89° 51' 00" E	100.00	N 89° 51' 00" E
24	N 89° 51' 00" E	100.00	N 89° 51' 00" E
25	N 89° 51' 00" E	100.00	N 89° 51' 00" E
26	N 89° 51' 00" E	100.00	N 89° 51' 00" E
27	N 89° 51' 00" E	100.00	N 89° 51' 00" E
28	N 89° 51' 00" E	100.00	N 89° 51' 00" E
29	N 89° 51' 00" E	100.00	N 89° 51' 00" E
30	N 89° 51' 00" E	100.00	N 89° 51' 00" E

LINE TABLE		LINE TABLE	
STATION	CHORD BEARING	STATION	CHORD BEARING
11	N 89° 51' 00" E	11	N 89° 51' 00" E
12	N 89° 51' 00" E	12	N 89° 51' 00" E
13	N 89° 51' 00" E	13	N 89° 51' 00" E
14	N 89° 51' 00" E	14	N 89° 51' 00" E
15	N 89° 51' 00" E	15	N 89° 51' 00" E
16	N 89° 51' 00" E	16	N 89° 51' 00" E
17	N 89° 51' 00" E	17	N 89° 51' 00" E
18	N 89° 51' 00" E	18	N 89° 51' 00" E
19	N 89° 51' 00" E	19	N 89° 51' 00" E
20	N 89° 51' 00" E	20	N 89° 51' 00" E
21	N 89° 51' 00" E	21	N 89° 51' 00" E
22	N 89° 51' 00" E	22	N 89° 51' 00" E
23	N 89° 51' 00" E	23	N 89° 51' 00" E
24	N 89° 51' 00" E	24	N 89° 51' 00" E
25	N 89° 51' 00" E	25	N 89° 51' 00" E
26	N 89° 51' 00" E	26	N 89° 51' 00" E
27	N 89° 51' 00" E	27	N 89° 51' 00" E
28	N 89° 51' 00" E	28	N 89° 51' 00" E
29	N 89° 51' 00" E	29	N 89° 51' 00" E
30	N 89° 51' 00" E	30	N 89° 51' 00" E



Approved
City Plan Commission
July 9, 2015

[illegible]

[illegible]

**Proposed “Subarea D” Development Plan
Enlarged**

SITE DATA	
SITE TOTAL	(438,257 S.F.) 10.06 AC.
TOTAL BUILDING FOOTPRINT AREA	(154,970 S.F.) 3.56 AC.
TOTAL BUILDING FLOOR AREA	560,000 S.F.
LOT COVERAGE RATIO (MAX. 90%)	154,970 S.F. / 438,257 S.F. = 35%
FLOOR AREA RATIO (MAX. 2.25)	1.28
OPEN SPACE (MIN: 1.5 AC.)	2.50 AC.
UNIT DENSITY (MAX. 100 UNITS/ACRE)	37 UNITS PER ACRE
BUILDING HEIGHT	BUILDING A - 130' MAX BUILDING B - 56' MAX BUILDING C - 56' MAX

UNIT DATA	
RETIREMENT HOUSING (INDEPENDENT LIVING)	180 UNITS
CONVALESCENT/ NURSING HOME (2 BEDS = 1 UNIT)	95 UNITS (190 BEDS)
TOTAL UNIT COUNT	275 UNITS

PARKING DATA	
PARKING REQUIRED	
RETIREMENT HOUSING (INDEPENDENT LIVING) 1 SPACE PER UNIT	180 SPACES
CONVALESCENT/ NURSING HOME 0.3 SPACES PER BED	57 SPACES
TOTAL PARKING REQUIRED	237 SPACES (4 LOADING SPACES)
PARKING PROVIDED	
UNDERGROUND GARAGE PARKING	178 SPACES
SURFACE PARKING	175 SPACES
ON-STREET PARKING	19 SPACES
TOTAL PARKING PROVIDED	372 SPACES (4 LOADING SPACES)

Proposed "Subarea D" Development Plan Page 2

SUBAREA D
DEVELOPMENT PLAN
(LOT 1A, BLOCK B/7291)
8182 MANDERVILLE LANE
PLANNED DEVELOPMENT
DISTRICT NO. 745

Land Use	Current Allowable	Proposed Allowable	Maximum Allowable	Total Development	Per Allowable
Multi-Family (D1)	3,800	3,800	3,800	3,800	1.36
Residential Services (SF)	90,000	90,000	90,000	90,000	0
Medical Office (D1)	90,000	90,000	90,000	90,000	0
Single-Family Attached (D1)	0	0	0	0	0
Single-Family Detached (D1)	0	0	0	0	0
Medical Office or Amb. Surgical Center (SF)	0	0	0	0	0
Restaurant (SF)	0	0	0	0	0

Land Use	Exchange Rate (Not Included in Summary)	Exchange Rate (Included in Summary)
Medical Office (D1)	1.00	1.00
Medical Office or Amb. Surgical Center (SF)	1.00	1.00
Restaurant (SF)	1.00	1.00
Single-Family Attached (D1)	1.00	1.00
Single-Family Detached (D1)	1.00	1.00
Medical Office or Amb. Surgical Center (SF)	1.00	1.00
Restaurant (SF)	1.00	1.00

Multi-Family (D1)	Residential Services (SF)	Office (SF)	Single-Family Attached (D1)	Single-Family Detached (D1)	Medical Office (D1)	Medical Office or Amb. Surg. Center (SF)	Restaurant (SF)
1,394	0	0	0	0	3.10	0	0

Multi-Family (D1)	Residential Services (SF)	Office (SF)	Single-Family Attached (D1)	Single-Family Detached (D1)	Medical Office (D1)	Medical Office or Amb. Surg. Center (SF)	Restaurant (SF)
392	0	0	0	0	0	0	0

Multi-Family (D1)	Residential Services (SF)	Office (SF)	Single-Family Attached (D1)	Single-Family Detached (D1)	Medical Office (D1)	Medical Office or Amb. Surg. Center (SF)	Restaurant (SF)
422	0	0	0	0	0	0	0

Multi-Family (D1)	Residential Services (SF)	Office (SF)	Single-Family Attached (D1)	Single-Family Detached (D1)	Medical Office (D1)	Medical Office or Amb. Surg. Center (SF)	Restaurant (SF)
392	0	0	0	0	0	0	0

Multi-Family (D1)	Residential Services (SF)	Office (SF)	Single-Family Attached (D1)	Single-Family Detached (D1)	Medical Office (D1)	Medical Office or Amb. Surg. Center (SF)	Restaurant (SF)
0	0	0	0	0	0	0	0

Multi-Family (D1)	Residential Services (SF)	Office (SF)	Single-Family Attached (D1)	Single-Family Detached (D1)	Medical Office (D1)	Medical Office or Amb. Surg. Center (SF)	Restaurant (SF)
279	0	0	0	0	0	0	0

Multi-Family (D1)	Residential Services (SF)	Office (SF)	Single-Family Attached (D1)	Single-Family Detached (D1)	Medical Office (D1)	Medical Office or Amb. Surg. Center (SF)	Restaurant (SF)
36	0	0	0	0	0	0	0

Multi-Family (D1)	Residential Services (SF)	Office (SF)	Single-Family Attached (D1)	Single-Family Detached (D1)	Medical Office (D1)	Medical Office or Amb. Surg. Center (SF)	Restaurant (SF)
392	0	0	0	0	0	0	0

Summary of PD 745 Cumulative Development

Available Acres	77,688	Available Acres	3,800,348
Lot Size (Acres)	45,002	1,392,997	1,332,567
Overall Floor Area (SF)	645,656	19%	377,037
Lot Coverage (%)	0.46	645,656	19%
Open Space (%)	0.46	645,656	19%
Multi-Family Density (D1/Ac)	18.10	645,656	19%

Summary of Subarea Cumulative Development

Available Acres	14,800	Available Acres	476,807
Lot Size (Acres)	45,002	1,392,997	1,332,567
Overall Floor Area (SF)	645,656	19%	377,037
Lot Coverage (%)	0.46	645,656	19%
Open Space (%)	0.46	645,656	19%
Multi-Family Density (D1/Ac)	18.10	645,656	19%

Summary of Subarea A Cumulative Development

Available Acres	14,800	Available Acres	476,807
Lot Size (Acres)	45,002	1,392,997	1,332,567
Overall Floor Area (SF)	645,656	19%	377,037
Lot Coverage (%)	0.46	645,656	19%
Open Space (%)	0.46	645,656	19%
Multi-Family Density (D1/Ac)	18.10	645,656	19%

Summary of Subarea B Cumulative Development

Available Acres	14,800	Available Acres	476,807
Lot Size (Acres)	45,002	1,392,997	1,332,567
Overall Floor Area (SF)	645,656	19%	377,037
Lot Coverage (%)	0.46	645,656	19%
Open Space (%)	0.46	645,656	19%
Multi-Family Density (D1/Ac)	18.10	645,656	19%

Summary of Subarea C Cumulative Development

Available Acres	14,800	Available Acres	476,807
Lot Size (Acres)	45,002	1,392,997	1,332,567
Overall Floor Area (SF)	645,656	19%	377,037
Lot Coverage (%)	0.46	645,656	19%
Open Space (%)	0.46	645,656	19%
Multi-Family Density (D1/Ac)	18.10	645,656	19%

Summary of Subarea D Cumulative Development

Available Acres	14,800	Available Acres	476,807
Lot Size (Acres)	45,002	1,392,997	1,332,567
Overall Floor Area (SF)	645,656	19%	377,037
Lot Coverage (%)	0.46	645,656	19%
Open Space (%)	0.46	645,656	19%
Multi-Family Density (D1/Ac)	18.10	645,656	19%

Summary of Subarea E Cumulative Development

Available Acres	14,800	Available Acres	476,807
Lot Size (Acres)	45,002	1,392,997	1,332,567
Overall Floor Area (SF)	645,656	19%	377,037
Lot Coverage (%)	0.46	645,656	19%
Open Space (%)	0.46	645,656	19%
Multi-Family Density (D1/Ac)	18.10	645,656	19%

Summary of Subarea F Cumulative Development

Available Acres	14,800	Available Acres	476,807
Lot Size (Acres)	45,002	1,392,997	1,332,567
Overall Floor Area (SF)	645,656	19%	377,037
Lot Coverage (%)	0.46	645,656	19%
Open Space (%)	0.46	645,656	19%
Multi-Family Density (D1/Ac)	18.10	645,656	19%

Summary of Subarea G Cumulative Development

Available Acres	14,800	Available Acres	476,807
Lot Size (Acres)	45,002	1,392,997	1,332,567
Overall Floor Area (SF)	645,656	19%	377,037
Lot Coverage (%)	0.46	645,656	19%
Open Space (%)	0.46	645,656	19%
Multi-Family Density (D1/Ac)	18.10	645,656	19%

Existing Conceptual Plan

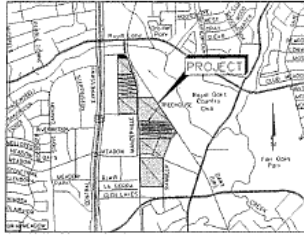
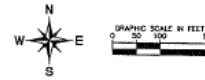
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Exhibit 745A

JUNE 22, 2015

CONCEPTUAL PLAN
MANDERVILLE LANE AND MIDTOWN BOULEVARD
MEADOW ROAD AND RAMBLER ROAD



VICINITY MAP
N.T.S.

Sub-District A (10.939 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	270
Commercial/Residential FAR	None	4.00
Residential Density (Dwelling Units/Acre)	None	8
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	10'	20'
Rear/Side Yard Setback (ft. from Property Line)	5'	None

* - Except for news footage

Sub-District B (32.952 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	240
Commercial/Residential FAR	None	4.00
Residential Density (Dwelling Units/Acre)	None	120
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	10'	16'
Rear/Side Yard Setback (ft. from Property Line)	5'	None

* - Except for news footage

Sub-District C (9.915 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	240
Commercial/Residential FAR	None	2.85
Residential Density (Dwelling Units/Acre)	None	120
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	10'	14'
Rear/Side Yard Setback (ft. from Property Line)	5'	None

* - Except for news footage

Sub-District D (6.896 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	58'
Commercial/Residential FAR	None	2.25
Residential Density (Dwelling Units/Acre)	None	100
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	5'	14'
Rear/Side Yard Setback (ft. from Property Line)	5'	None

* - Except for news footage

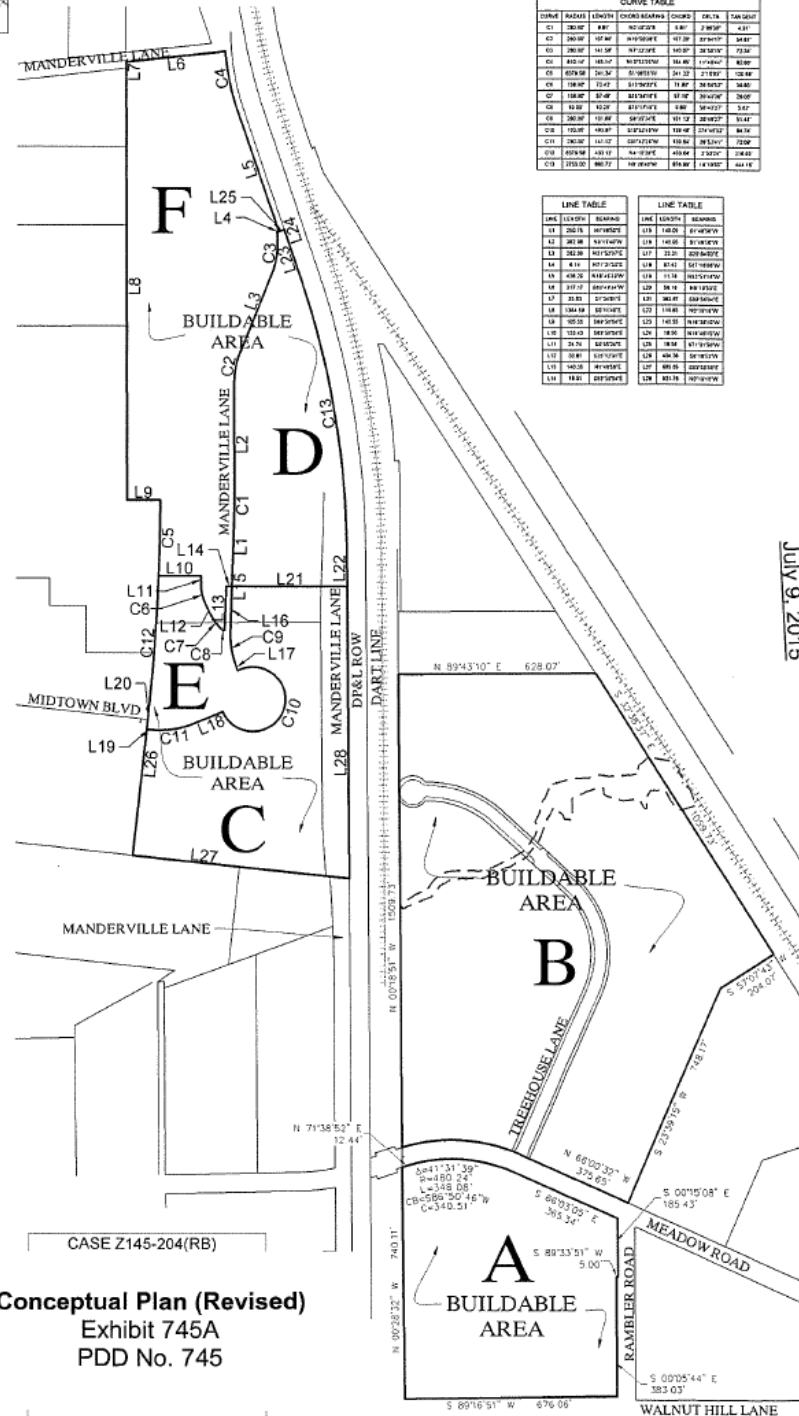
Sub-District E (3.095 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	240'
Commercial/Residential FAR	None	2.85
Residential Density (Dwelling Units/Acre)	None	120
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	10'	14'
Rear/Side Yard Setback (ft. from Property Line)	5'	None

* - Except for news footage

Sub-District F (14.086 Acres)		
Issue	Minimum	Maximum
Height (ft)	None	58'
Commercial/Residential FAR	None	2.25
Residential Density (Dwelling Units/Acre)	None	100
Lot Coverage	None	90%
Front Yard Setback (ft. from "Roadway Zone")	5'	14'
Rear/Side Yard Setback (ft. from Property Line)	5'	None

* - Except for news footage

Planned Development
District
No. 745



LINE	PC	PT	CHORD BEARING	CHORD DIST	DELTA	TA
C1	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C2	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C3	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C4	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C5	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C6	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C7	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C8	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C9	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C10	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C11	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C12	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C13	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C14	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C15	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C16	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C17	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
C18	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00

LINE	PC	PT	CHORD BEARING	CHORD DIST	DELTA	TA
L1	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L2	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L3	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L4	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L5	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L6	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L7	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L8	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L9	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L10	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L11	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L12	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L13	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L14	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L15	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L16	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L17	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L18	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L19	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L20	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L21	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L22	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L23	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L24	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L25	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L26	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L27	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00
L28	280.00	400.00	N 89°43'10" E	280.00	4.31°	280.00

Conceptual Plan (Revised)
Exhibit 745A
PDD No. 745

CASE Z145-204(RB)

Existing Exhibit B Equivalency Table

26372

0616

EXHIBIT 745B
Equivalency Table

1. Modifications to the land uses within this planned development district are allowed, provided that the floor area or equivalents of the uses originally studied in the Valencia Assemblage traffic impact analysis (TIA) dated January 24, 2006 are not exceeded.
2. Development in this planned development district must not exceed the sum of the following land uses, or equivalents as calculated in accordance with this section:

Land Use	Amount	Unit
Multifamily	3,800	Dwelling Unit
Retail and Personal Services	90,000	Square Feet
Office	930,000	Square Feet

3. The following equivalency table must be used to calculate maximum permitted floor areas for uses identified in Section 2.

One (1.0) Multifamily Dwelling Unit (ITE Land Use 220)	is considered equivalent to	Quantity	Use (ITE Land Use Code)
		0.6 DU	Single-Family Detached Housing (210)
		1.2 DU	Single-Family Attached Housing (230)
		1.0 Guest Room	Lodging uses (310)
		420 SF	Office (710)
		140 SF	Medical Clinic or Ambulatory Surgical Center (720)
		165 SF	Retail and Personal Services (other than Restaurant) (820)
		60 SF	Restaurant (932)

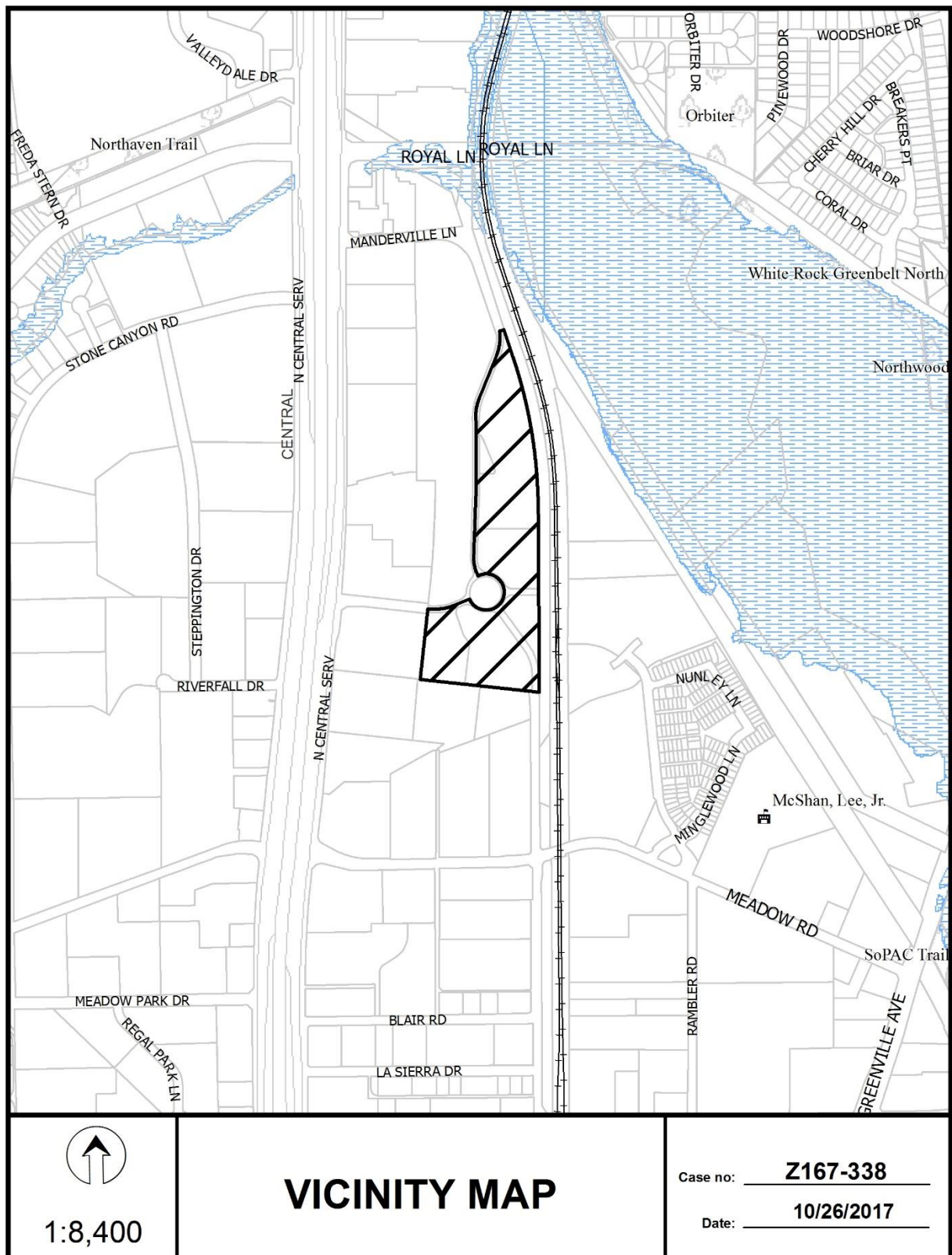
4. In no instance shall office uses exceed 1,250,000 square feet of floor area in this district.
5. In no instance shall retail and personal service uses exceed 500,000 square feet of floor area in this district.
6. In no instance shall multifamily dwelling units exceed 3,800 units in this district.

Example: 100 multifamily DU is equivalent to 42,000 SF of office floor area, or 6,000 SF of restaurant floor area.

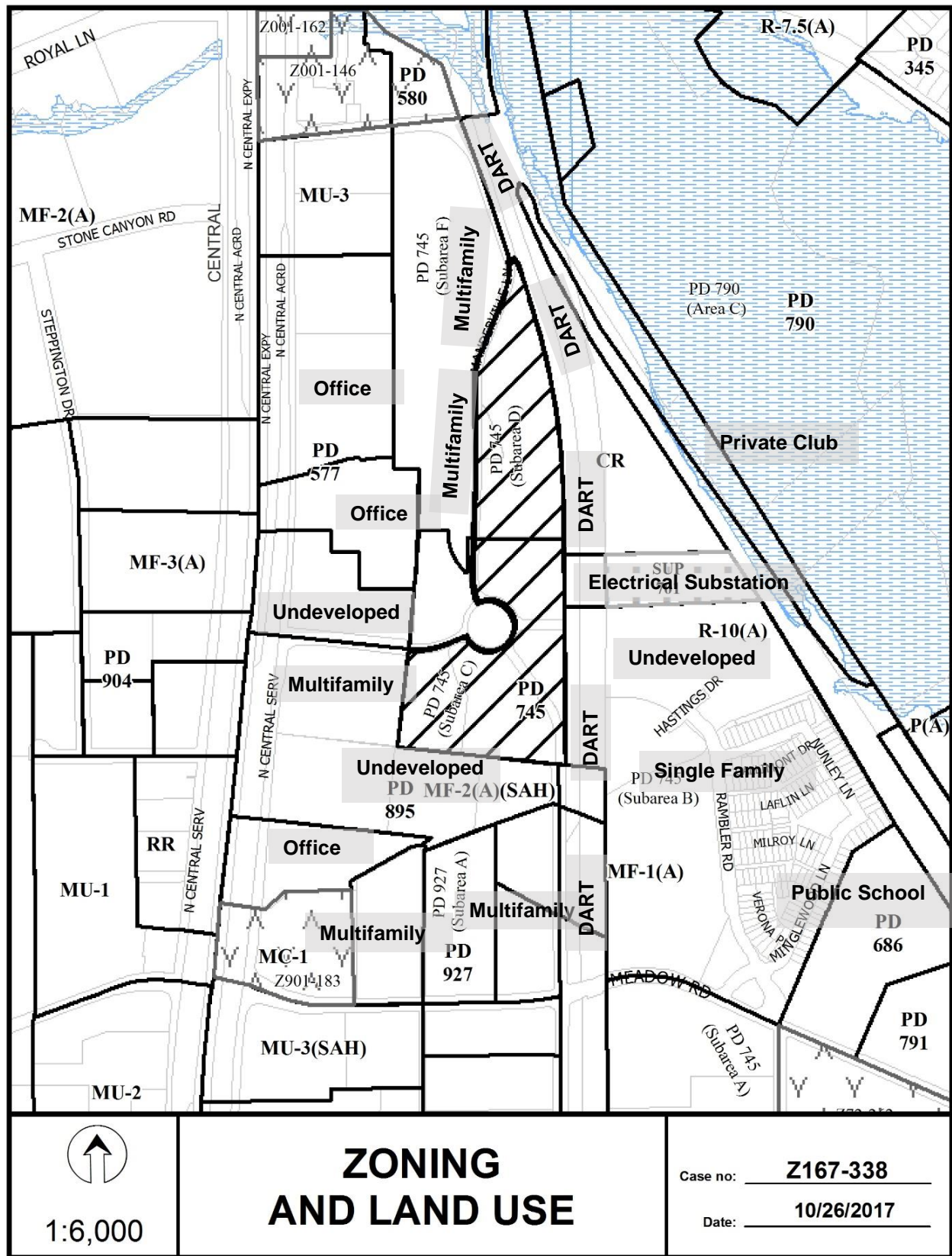
The equivalency table may be used to convert between any of the land uses listed.

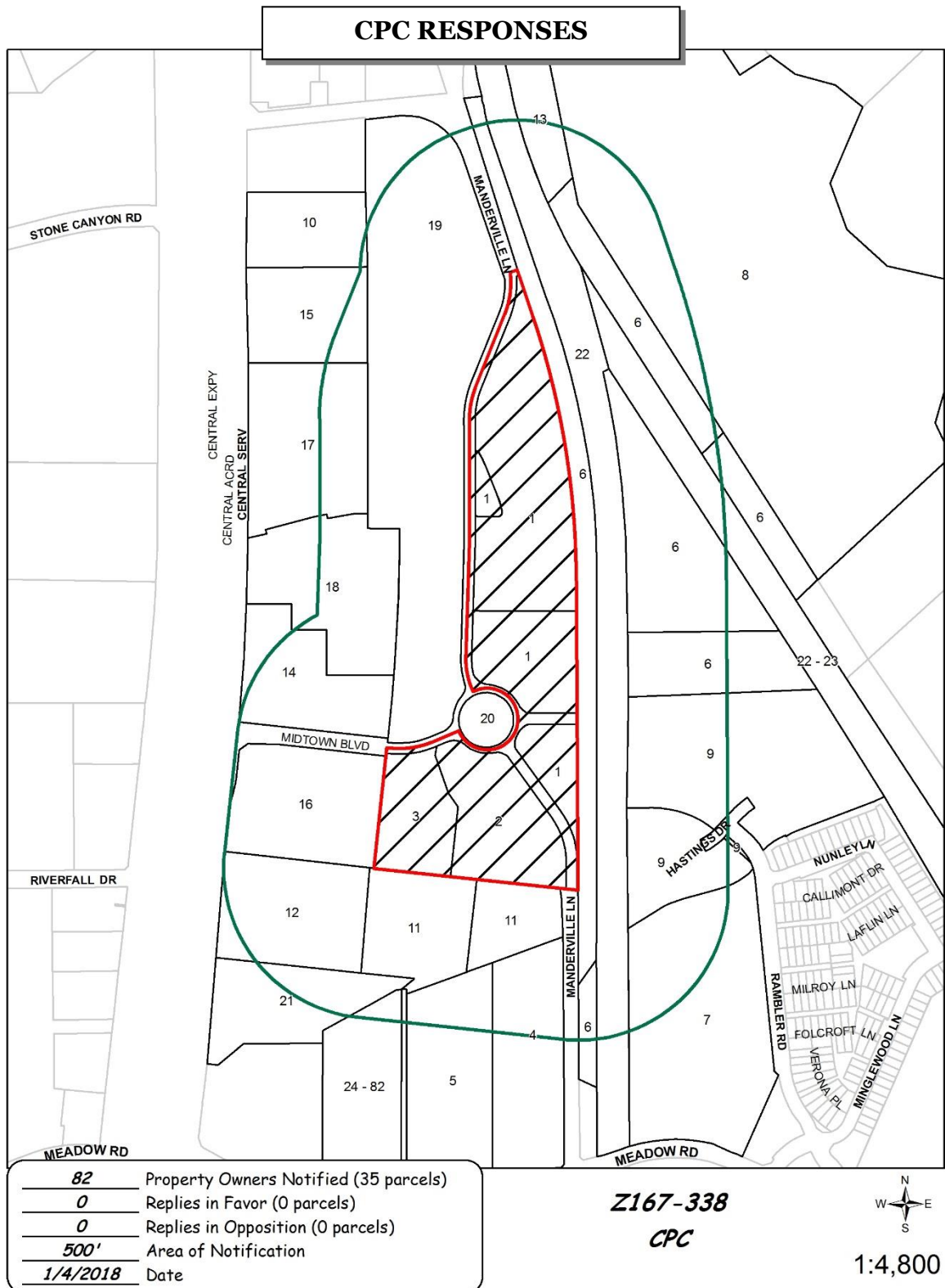
Example: 1,000 SF of office floor area is equivalent to 393 SF of retail floor area, or 143 SF of restaurant floor area, or 2.4 multifamily DU.

The above table was developed by comparing the average PM peak hour trip generation for each use, using data from the Institute of Transportation Engineers (ITE) *Trip Generation*, 7th Edition. Equivalencies for other land uses not reflected in the table may be made by citing the data in *Trip Generation*, 7th or newer Edition.









01/03/2018

Reply List of Property Owners***Z167-338******82 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	8182	MANDERVILLE LN	LEGACY AT MIDTOWN PARK INC
2	8190	MIDTOWN BLVD	BRAZOS TEXAS LAND DEVELOPMENT LLC
3	8180	MIDTOWN BLVD	FREEDOM HOSPITALITY LLC
4	8175	MEADOW RD	MEADOWS REDEVELOPMENT LTD
5	8111	MEADOW RD	FIRST BAPTIST REALTY LLC
6	8200	MANDERVILLE LN	TEXAS UTILITIES ELEC CO
7	8232	MEADOW RD	TKG VALENCIA MIDTOWN LLC
8	7800	GREENVILLE AVE	ROYAL OAKS COUNTRY CLUB
9	8200	RAMBLER RD	HT MIDTOWN LP
10	10830	N CENTRAL EXPY	SHOAL CREEK NO 1 LC
11	8109	MANDERVILLE LN	COMMODORE PARTNERS LTD
12	10550	N CENTRAL EXPY	MIDTOWN MARK LLC
13	8409	MANDERVILLE LN	TEXAS UTILITIES ELEC CO
14	10670	N CENTRAL EXPY	BVP NCE LLC
15	10824	N CENTRAL EXPY	DALLAS SSA LP
16	10650	N CENTRAL EXPY	COMMODORE PTNRS LTD
17	10740	N CENTRAL EXPY	FAEC HOLDINGS LLC
18	10720	N CENTRAL EXPY	SK23 NORTH DALLAS LTD
19	8401	MANDERVILLE LN	DOMAIN AT MIDTOWN PARK LTD
20	1	MANDERVILLE LN	DOMAIN AT MIDTOWN PARK LTD
21	10440	N CENTRAL EXPY	SCG CP MEADOW PARK
22	401	S BUCKNER BLVD	DART
23	401	S BUCKNER BLVD	DART
24	8059	MEADOW RD	MESSEYE ABEIR
25	8059	MEADOW RD	TODORA TONY
26	8057	MEADOW RD	MEADOWS NORTH INVESTMENTS LLC

01/03/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	8057	MEADOW RD	8057 MEADOW ROAD #201 LAND TRUST
28	8057	MEADOW RD	NEWAY ZEKARIAS
29	8057	MEADOW RD	ABEBE ZUFAN
30	8055	MEADOW RD	COOMER JEFFREY
31	8055	MEADOW RD	CUNNINGHAM SHEREICE
32	8057	MEADOW RD	CUNNINGHAM SHEREICE
33	8055	MEADOW RD	MEADOWS NORTH REALTY LLC
34	8055	MEADOW RD	KEBEDE TAFESECH
35	8065	MEADOW RD	MALLARD WARREN L
36	8065	MEADOW RD	HUEY JOSEPH D & LORI A
37	8067	MEADOW RD	CHILDRESS CAROLYN H
38	8065	MEADOW RD	YEMANE SOLOMON
39	8065	MEADOW RD	JORDAN JAMES C &
40	8067	MEADOW RD	SHARP ABRAHAM E & SUSAN A
41	8069	MEADOW RD	BENAVIDES OSCAR
42	8069	MEADOW RD	HARTGROVE GRACE T
43	8069	MEADOW RD	ASKY MAZYAR
44	8069	MEADOW RD	PEREYDA MIRANDA
45	8071	MEADOW RD	GARCIA CYNTHIA
46	8071	MEADOW RD	WOLTER DIANE
47	8071	MEADOW RD	MESSEYE ABIER
48	8071	MEADOW RD	YANACEK CANDACE L
49	8075	MEADOW RD	PINNEBOG INVESTMENTS LLC
50	8075	MEADOW RD	NGUYEN LAM P
51	8075	MEADOW RD	SINGLETON PAULA K
52	8075	MEADOW RD	MEDINA JUANA
53	8081	MEADOW RD	MISGINA HAIMANOT BERAK
54	8081	MEADOW RD	SALCEDO DANNIEL E
55	8081	MEADOW RD	SOLOMON YEMANE KIFLU
56	8081	MEADOW RD	VILLAFUERTE ARMANDO
57	8083	MEADOW RD	MAYO HEDWIG J

01/03/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
58	8083	MEADOW RD	VALDEZ FEDERICO C &
59	8083	MEADOW RD	ARMSTRONG YENY A
60	8083	MEADOW RD	LARUMBE ZULEMA
61	8085	MEADOW RD	KELSO JOSHUA & TERRY D
62	8085	MEADOW RD	MEADOW 8085#226 LAND TRUST
63	8085	MEADOW RD	MITCHELL LAURENCE
64	8087	MEADOW RD	KIRK CHARLES GLEN
65	8087	MEADOW RD	HOLAN ANTHONY N &
66	8087	MEADOW RD	HOLCOMB JAMES RUSSELL III
67	8089	MEADOW RD	GLO NITE INC
68	8089	MEADOW RD	JOHNSTON HILLARY
69	8089	MEADOW RD	HAILE TESHOME S
70	8091	MEADOW RD	BENAVIDES OSCAR R JR
71	8091	MEADOW RD	ALEMU HULUMSEW ABEBE
72	8093	MEADOW RD	KIDANE MULU HABITE &
73	8093	MEADOW RD	BENEVIDES OSCAR
74	8091	MEADOW RD	CHOU AMY &
75	8093	MEADOW RD	ABRAHA SELAMAWIT
76	8095	MEADOW RD	MIZU KASSAHUN
77	8095	MEADOW RD	TAN JINI L
78	8095	MEADOW RD	SHEPHERD MARGARET
79	8095	MEADOW RD	SEUBERT SALLY A
80	8095	MEADOW RD	STOKES CATRIONA
81	8095	MEADOW RD	FOSTER CORRIE LEE
82	8079	MEADOW RD	MEADOWS NORTH REALTY LLC

AGENDA ITEM # 39

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 34 C

SUBJECT

A public hearing to receive comments regarding an application for and a resolution accepting an amendment to deed restrictions on property zoned Area C within Planned Development District No. 326, the West Lovers Lane Planned Development District, on the southwest corner of Bristol Avenue and West Lovers Lane

Recommendation of Staff and CPC: Approval
Z178-120(WE)

FILE NUMBER: Z178-120(WE) **DATE FILED:** October 30, 2017**LOCATION:** Bristol Avenue and West Lovers Lane, southwest corner**COUNCIL DISTRICT:** 2 **MAPSCO:** 34 C**SIZE OF REQUEST:** Approx. 0.2 acres **CENSUS TRACT:** 71.02

APPLICANT/OWNER Barrow Durrett, LLC**REPRESENTATIVE:** Robert Baldwin
Baldwin Associates**REQUEST:** An application for an amendment to deed restrictions on property zoned Area C within Planned Development District No. 326, the West Lovers Lane Planned Development District.**SUMMARY:** The current request seeks to remove one restriction (Restriction No. 3), applicable only to Lot 22, from existing Deed Restriction No. Z834-292. The current restriction presently states that vehicular access to and from the property is limited only to an access point from West Lovers Lane. The applicant proposes removing the restriction so as to utilize Bristol Avenue as the single point of access to serve the subject site.**CPC RECOMMENDATION:** Approval**STAFF RECOMMENDATION:** Approval

BACKGROUND INFORMATION:

- The request site is currently undeveloped and zoned Area C within Planned Development District No. 326, the Lovers Lane Planned Development District.
- PDD No. 326 in conjunction with the existing deed restrictions govern the type of development and regulations that are permitted on the property. The development standards for the property are regulated in Chapter 51, Development Code.
- PDD No. 326 is divided into several Areas. The request site is located within Area C which is intended for neighborhood office and service uses. A portion of Area C is subject to deed restrictions that further restrict the development. The deed restrictions permit only the following uses on the property: neighborhood office district and single family residential uses, instructional arts studio, and handcrafted art work studio uses.
- The deed restrictions further state that any single-family development is governed by the R-7.5 single family district regulations.
- The applicant proposes to remove Restriction No. 3 from the existing deed restrictions which states that vehicular access to and from the property is limited only to an access point from West Lovers Lane.

Zoning History: There has not been any zoning changes requested in the area during the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
West Lovers Lane	Principal Arterial	80 ft.	100 ft.
Bristol Avenue	Local	50 ft.	50 ft.

Land Use:

	Zoning	Land Use
Site	PDD No. 326, Area C w/deed restrictions	Undeveloped
North	PDD No. 326, Area B w/deed restrictions	Restaurant and Surface parking
South	R-7.5(A)	Single Family
East	PDD No. 326, Area C w/deed restrictions	Office
West	PDD No. 326, Subarea C w/deed restrictions and SUP No. 1101	Office, Restaurant, and Electronic Service Center

Traffic: The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that the proposed development will not have a negative impact on the surrounding street system.

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.

LAND USE**GOAL 1.2 PROMOTE DESIRED DEVELOPMENT**

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

ECONOMIC ELEMENT**GOAL 2.1 PROMOTE BALANCED GROWTH**

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

GOAL 2.4 CREATE AND MAINTAIN AN ENVIRONMENT FRIENDLY TO BUSINESSES AND ENTREPRENEURS

Policy 2.4.2 Restore Dallas as the premier city for conducting business within the region.

URBAN DESIGN**GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE**

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

STAFF ANALYSIS:

Land Use Compatibility: The 3.0-acre site is currently undeveloped and is adjacent to a restaurant use with surface parking to the north, across West Lovers Lane; office uses to the east, across Bristol Avenue; single family uses to the south; and office, restaurant, and electronic service center uses to the west.

The properties along West Lovers Lane have individual deed restrictions that restrict specific development standards on certain lots. The applicant's request seeks to remove one restriction (Restriction No. 3), applicable only to Lot 22, from existing Deed Restriction No. Z834-292. The current restriction presently states that, with an exception to garbage collection, vehicular access to and from the property is limited only to an access point from West Lovers Lane. The applicant proposes removing the restriction so as to utilize Bristol Avenue as the single point of access to serve the subject site.

The applicant will need to ensure that they can meet the distance requirement between driveway approaches on Bristol Avenue in order to obtain the necessary construction permits. The lot width of the request site is approximately 50 feet and the distance between driveway approaches is 35 feet.

Development Standards:

<u>DISTRICT</u>	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
PDD No. 326	15'	20'	14 du/acre or 0.5 FAR	30'	40%	Proximity Slope Visual Intrusion	Single family, limited office

Landscaping: Landscaping of any development will be in accordance with Article X.

CPC Action (January 18, 2018)

Motion: It was moved to recommend **approval** an amendment to deed restrictions (removal of item #3) on property zoned Area C within Planned Development District No. 326, the West Lovers Lane Planned Development District, on the southwest corner of Bristol Avenue and West Lovers Lane.

Maker: Lavallaisaa
Second: Schultz
Result: Carried: 15 to 0

For: 15 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Lavallaisaa, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley*

Against: 0
Absent: 0
Vacancy: 0

*out of the room, shown voting in favor

Notices: Area: 200 Mailed: 24
Replies: For: 0 Against: 0

Speakers: None

LIST OF OFFICERS

- Tom Barrow Partner
- Jeremy Durrett Partner

EXISTING DEED RESTRICTIONS

DEED RESTRICTIONS

A

0547

2

7.00 DEED
1 07/20/87

STATE OF TEXAS *
*
COUNTY OF DALLAS *

KNOW ALL MEN BY THESE PRESENTS

THAT the undersigned, Alan Winston Smith is the owner of the hereinafter described property situated in Dallas County, Texas, being in particular, Lot 22, Block 2/4993, Greenway Terrace No. 2 Addition, situated in the City of Dallas, Dallas County, Texas, being the same property as conveyed to Alan Winston Smith by Roy W. Hanson by deed dated March 25, 1974 and duly recorded in the Deed Records of Dallas County, Texas, in Volume 74067, page 0051 more commonly known as 4448 Lovers Lane.

THAT the aforesaid Alan Winston Smith, joined by wife Susan T. Smith, do hereby impress such described property, hereinafter referred to as "THE PROPERTY," with the following deed restrictions, to wit:

- (1) Reflective glass may not be used as an exterior building material on any building or structure on THE PROPERTY. For the purposes of these restrictions, reflective glass means glass with exterior visible reflectance percentages in excess of 10 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.)
- (2) No structure on THE PROPERTY may exceed thirty (30) feet in height.
- (3) Except for garbage collection access, the only permitted vehicular access on THE PROPERTY is to and from Lovers Lane.
- (4) These deed restrictions apply to all new construction on THE PROPERTY. New construction includes any development that: (a) increases the floor area of any structure more than 10%; (b) increases the number of stories of any structure; or (c) increases the number of structures on THE PROPERTY.
- (5) The only uses permitted on THE PROPERTY are those permitted in a neighborhood office district and single-family residential uses and instructional arts studio and handcrafted art work studio uses.

Z834-292/6455-N
N.S.
Pl. Tr. 6

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- (6) The yard, lot and space regulations of an R-7.5 single-family residential district, as set forth in the Dallas Development Code, as amended, apply to any single-family residential use on THE PROPERTY.
- (7) The yard, lot and space regulations of a neighborhood office district, as set forth in the Dallas Development Code, as amended, apply to any instructional arts studio and handcrafted art work studio uses on THE PROPERTY.
- (8) Unless terms are defined specifically for the purposes of these restrictions, all definitions of the Dallas Development Code, as amended, apply and are incorporated into this document as if recited verbatim herein.

37

These restrictions shall continue in full force and effect for a period of twenty-five (25) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless terminated in the manner specified herein.

These restrictions shall not be altered, amended, or terminated without a public hearing before the City Plan Commission and the City Council of the City of Dallas. Notice of such public hearings shall be given as would be required by law for a zoning change on THE PROPERTY described herein.

The restrictions contained herein are not in any manner intended to restrict the rights of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning of THE PROPERTY is concerned.

AMENDED DEED RESTRICTIONS

AMENDMENT TO DEED RESTRICTIONS

THE STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE
PRESENTS:
COUNTY OF DALLAS)

I.

The undersigned, Barrow Durrett, LLC ("the Owner"), is the owner of the following described property ("the Property"), being all of Lot 22 City Block 2/4993, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Alan Winton Smith and Susan Tomkins Smith, by deed dated September 12, 2014, and recorded in Instrument Number 201400233722 in the Deed Records of Dallas County, Texas, attached hereto and made a part hereof for all purposes.

II.

That the Property was impressed with certain deed restrictions ("Original Restrictions") as shown in an instrument dated July 20, 1987, signed by Alan Winton Smith and recorded in Volume 87138, Page 2034, of the Deed Records of Dallas County, Texas, a true and correct copy of which is attached to this instrument as Exhibit "B" and made a part of this instrument.

III.

That the Owner does hereby amend restriction number 3 of the Original Restrictions to read as follows:

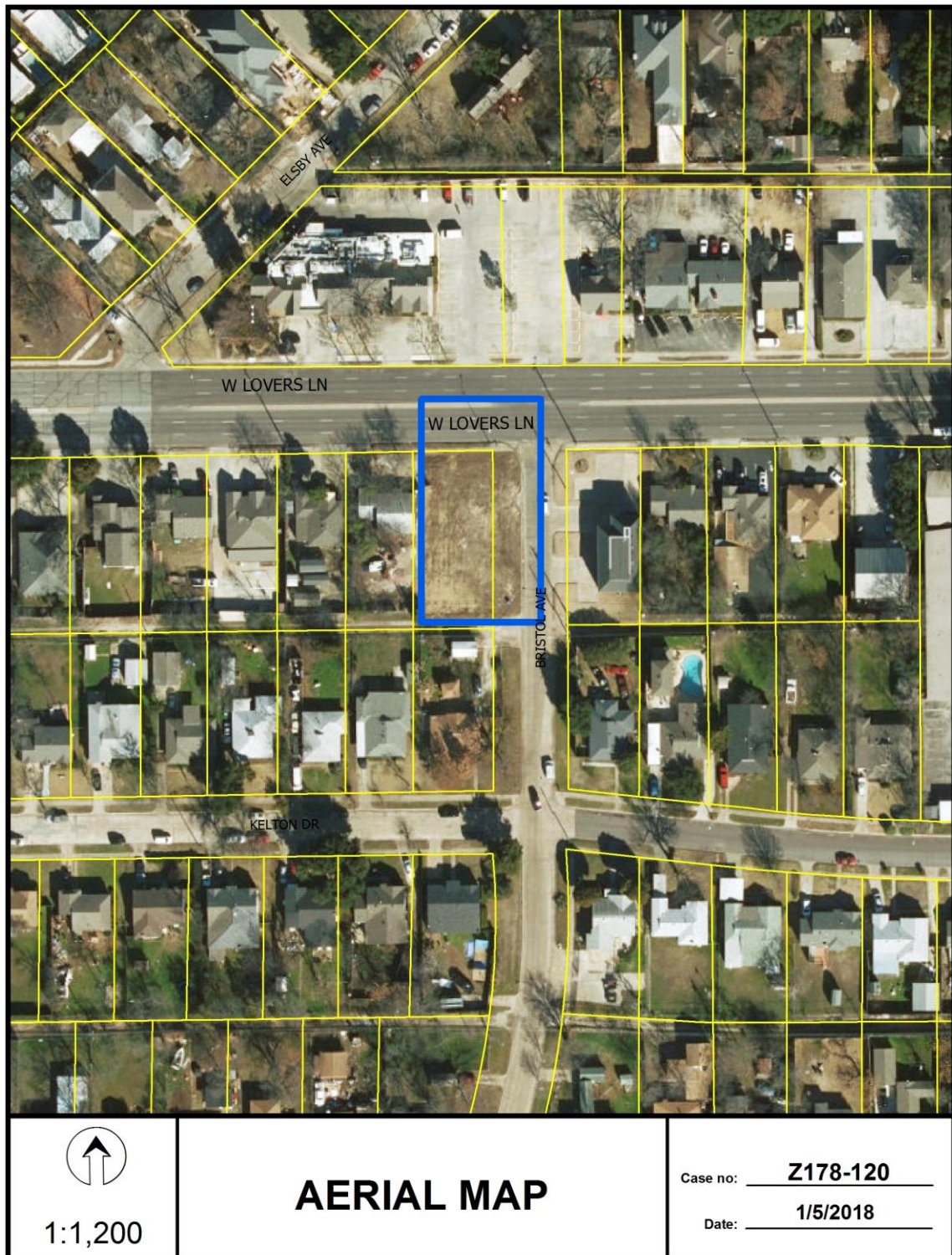
3. ~~Except for garbage collection access, the only permitted vehicular access on THE PROPERTY is to and from Lovers Lane.~~

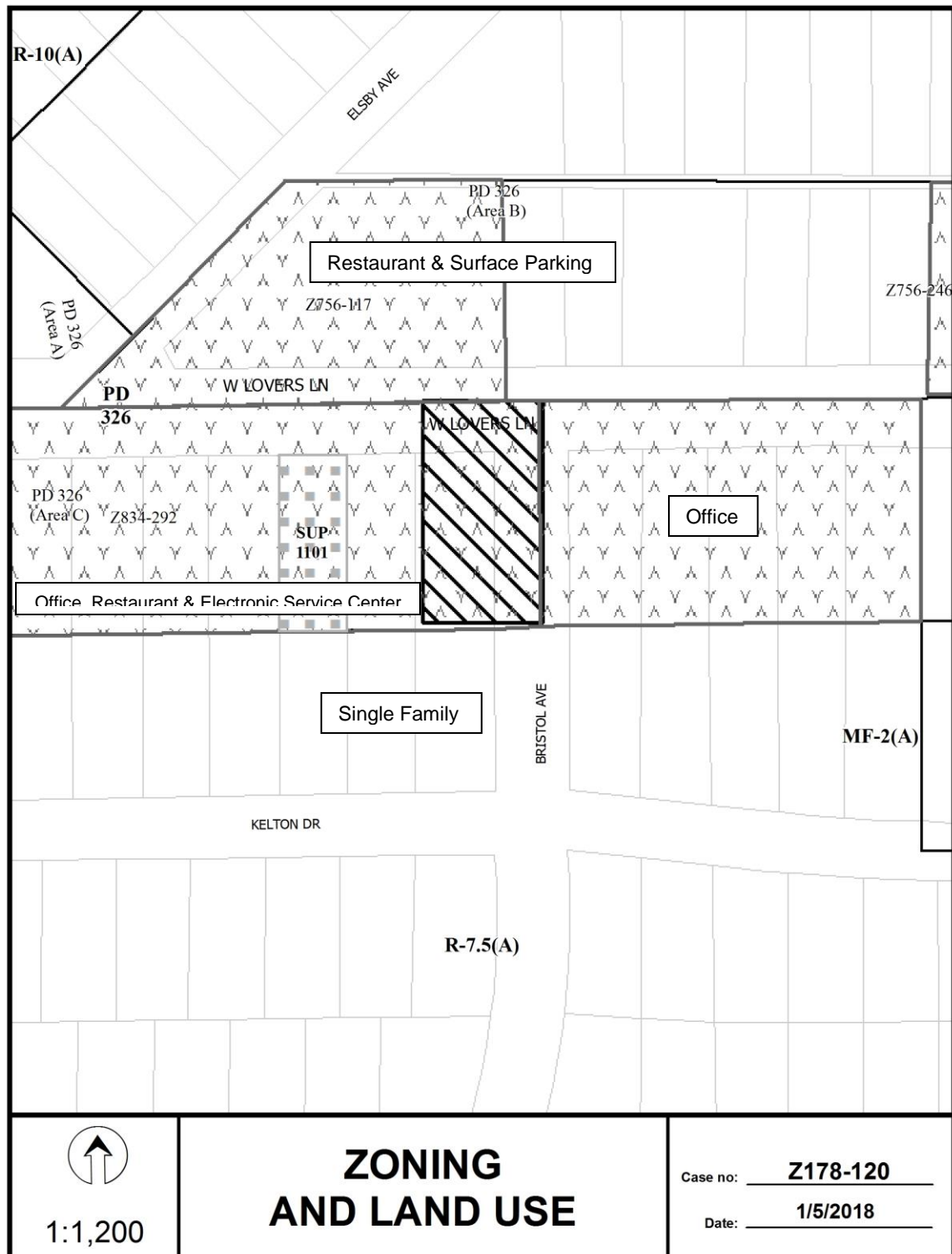
IV.

That the preceding amendment was made following notice and public hearing before the City Plan Commission and City Council of the City as required in the Original Restrictions, and notice of such public hearing was given as would have been required by law for a zoning change on the Property. The Owner must file this instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment becomes effective.

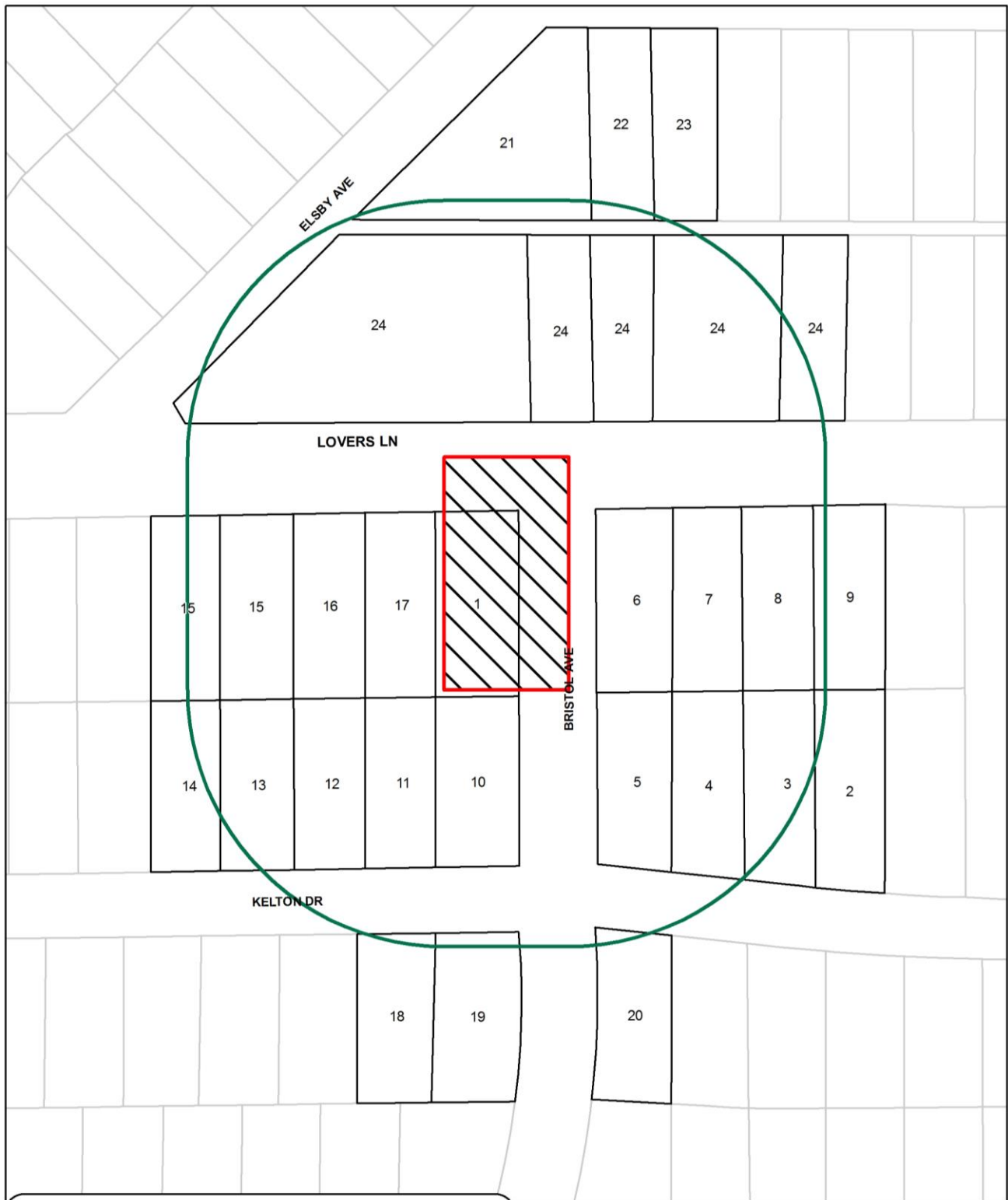
Z178-120(WE)







CPC RESPONSES



<u>24</u>	Property Owners Notified (29 parcels)
<u>0</u>	Replies in Favor (0 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>200'</u>	Area of Notification
<u>1/18/2018</u>	Date

Z178-120
CPC



1:1,200

Notification List of Property Owners

Z178-120

24 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	4448 W LOVERS LN	BARROW DURRETT LLC
	2	4515 KELTON DR	DUNNING NANCY & CAREY
	3	4511 KELTON DR	DEVOCO LLC
	4	4507 KELTON DR	JMS DALLAS PROPERTY LLC
	5	4503 KELTON DR	ZAMORA MARY &
	6	4502 W LOVERS LN	GINSBERG JACOB &
	7	4506 W LOVERS LN	KAZDAL KERIMAN MELEK
	8	4512 W LOVERS LN	CHAMBERS DOROTHY R
	9	4516 W LOVERS LN	GURBAN ETELKA
	10	4449 KELTON DR	ROBERSON JEWEL
	11	4443 KELTON DR	MCGASKEY CYNTHIA
	12	4439 KELTON DR	PHILLIPS MICHUAN Y LIFE ESTATE
	13	4435 KELTON DR	REDDIC DORNALD A
	14	4431 KELTON DR	OROZCO CONSTANTINO & BARTOLA
	15	4428 W LOVERS LN	JC JUNKER LLC
	16	4438 W LOVERS LN	BARROW DURRETT LLC
	17	4442 W LOVERS LN	BARROW DURRETT LLC
	18	4442 KELTON DR	RODRIGUEZ GERARDO &
	19	4446 KELTON DR	DODSON BRYAN R
	20	4502 KELTON DR	GREEN BEVERLY A ET AL
	21	4534 ELSBY AVE	VANTASSEL GRETCHEN
	22	4502 W AMHERST AVE	MCELLAND TERRA LYNN & MICHAEL ROLLIN
	23	4508 W AMHERST AVE	HARPER KATHERINE FROST TRUST
	24	4521 W LOVERS LN	CELEBRATION INC

AGENDA ITEM # 40

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45 K

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1958 for an attached projecting non-premise district activity videoboard sign on property zoned Subdistrict A within Planned Development District No. 619, on the north side of Main Street, east of North Akard Street

Recommendation of Staff and CPC: Approval for a ten-year period, subject to conditions

Z178-124(PD)

FILE NUMBER: Z178-124(PD)

DATE FILED: November 2, 2017

LOCATION: North side of Main Street, east of North Akard Street

COUNCIL DISTRICT: 14

MAPSCO: 45 K

SIZE OF REQUEST: ±0.06 acres

CENSUS TRACT: 31.01

REPRESENTATIVE: Santos Martinez, Masterplan Consultants

APPLICANT: Outfront Media

OWNER: HS Investments

REQUEST: An application for the renewal of Specific Use Permit No. 1958 for an attached projecting non-premise district activity videoboard sign on property zoned Subdistrict A within Planned Development District No. 619.

SUMMARY: The purpose of this application is to allow the existing 149-square foot attached projecting non-premise district activity videoboard sign on the building within the Downtown Special Provision Sign District.

CPC RECOMMENDATION: Approval for a ten-year period, subject to conditions.

STAFF RECOMMENDATION: Approval for a ten-year period, subject to conditions.

BACKGROUND INFORMATION:

- The request site is currently developed with a parking garage and retail use.
- The request for renewal is the first as the original SUP was approved by Council on April 25, 2012 for a six-year period.
- The existing videoboard sign is 16.1'x 9.3' (149 square feet) and is installed 20 feet above the sidewalk.
- On April 25, 2012, the City Council approved this request for a six-year period. The SUP expires on April 25, 2018.
- Ordinance No. 27481, adopted by City Council on February 11, 2009, allowed for non-premise district activity videoboard signs in the Downtown Special Provision Sign District. In this ordinance, there was a limit of five videoboard signs.
- Ordinance No. 28347 was adopted by City Council on August 24, 2011. One of the amendments in this ordinance was to increase the number of videoboard signs in Downtown SPSP to a total of 15 and increase the area in which the videoboard signs are allowed.
- The 2011 amendment also provided a provision whereby the Director may waive the occupancy requirements for up to one year if it is determined that the building is being redeveloped.

Zoning History: There have been five recent zoning cases within the past five years.

1. Z145-276 On September 9, 2015, the City Council approved Specific Use Permit No. 1755 for two attached projecting non-premise district activity videoboard signs.
2. Z145-277 On September 9, 2015, the City Council approved Specific Use Permit No. 1788 for two attached projecting non-premise district activity videoboard signs.
3. Z145-278 On September 9, 2015, the City Council approved Specific Use Permit No. 1791 for an attached projecting non-premise district activity videoboard signs.
4. Z123-285 On December 11, 2013, the City Council approved an Authorized Hearing to determine the proper zoning on property zoned Planned Development District No. 619 with consideration given to appropriate use regulations and development standards.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Main Street	Collector	79.5-ft.

Traffic:

The Engineering Division of the Sustainable Development and Construction Development has reviewed the request and has determined that the proposed development will not have a negative impact on the surrounding street system.

Surrounding Land Uses:

	Zoning	Land Use
Site	PDD No 619 Sub. A	Office
North	PDD No. 619 Sub. B	Vacant
Northeast	PDD No. 619 Sub. B, SUP No. 1791	Personal Service, Parking Garage & Retail
Northwest	CA-1(A)-CP, H/113	Retail
South	PDD No. 619 Sub. D	Retail
Southeast	PDD No. 619 Sub. D	Retail
Southwest	PDD No. 619 Sub. D	Retail
West	PDD No. 619 Sub. A	Legal Aid of Northwest Texas
East	PDD No. 619 Sub. A	Vacant

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 Downtown is a centrally located hub that provides high intensity, concentrated regional job and commercial activity supported by high-density housing.

The *forwardDallas! Comprehensive Plan* outlines several goals and policies to support the applicant's request:

Land Use Element**GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES**

Policy 1.1.3 Build a dynamic and expanded Downtown.

GOAL 2.3 BUILD A DYNAMIC AND EXPANDED DOWNTOWN

Policy 2.3.3 Work with property owners and stakeholders to preserve and enhance the image of Downtown Dallas.

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY

- Policy 5.1.4 Enhance visual enjoyment of public space.

GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY

- Policy 5.2.2 Promote the character of the city's significant districts, linkages and areas.

Land Use Compatibility:

The 0.06-acre request site is zoned Planned Development District No. 619 and is developed with a parking garage and retail use. The request is for the renewal of an existing SUP which allows for a non-premise district activity videoboard signs.

The request site is surrounded by vacant, office, and retail 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.

Section 51A-7.909(g) pertains to the occupancy of buildings upon which videoboards may be attached. Videoboard signs are "only permitted on buildings with retail and personal service uses (other than commercial parking lot or garage) or office uses occupying at least 75 percent of the leasable ground floor area and an overall building occupancy of at least 50 percent. The director shall notify City Council of any building that falls below the occupancy requirements and fails to reestablish the occupancy requirement within 120 days. The director may waive the occupancy requirements of this subsection for up to one year if the director determines that the building or multi-

building complex is currently being redeveloped. The director may revoke this waiver if redevelopment stops or is inactive for 90 days or more.”

In the original request, the applicant submitted an affidavit indicating the ground floor met the occupancy requirements.

The applicant’s request, subject to a site plan and staff conditions, complies with the general provisions for consideration of an SUP.

Development Standards:

A maximum of 15 non-premise district activity videoboard signs are permitted and may only be erected on buildings with frontage on streets within the Retail Subdistrict bounded by Jackson Street, Lamar Street, Pacific Street, and Cesar Chavez Boulevard.

The following cases are approved SUPs for existing non-premise district activity videoboard signs. The location of each sign is displayed on the subsequent map.

1. SUP No. 1755, approved for renewal on September 9, 2015, includes two videoboards. Expires September 9, 2021.
2. SUP No. 1788, approved for renewal on September 9, 2015. Expires September 9, 2021.
3. SUP No. 1791, approved for renewal on September 9, 2015. Expires September 9, 2021.
4. SUP No. 1796, approved for renewal on August 14, 2013. Expires August 14, 2019.
5. SUP No. 1955, approved on April 25, 2012. Expired on April 4, 2013.
6. SUP No. 1956, approved on April 25, 2012. Expired on April 25, 2013.
7. SUP No. 1957, approved on April 25, 2012. Expires on April 25, 2018.
8. SUP No. 1959, approved on April 25, 2012. Expires on April 25, 2018.

SUP Nos. 1796 and 1955 received short approval windows of one-year periods to allow the applicant an opportunity to redevelop the buildings and ensure compliance with the occupancy requirements for having a videoboard. Including this request, there are currently 10 non-premise district activity videoboard signs located in the Downtown Special Provision Sign District.

Non-premise district activity videoboard signs may not be placed on Pacific Avenue between N. Akard Street and N. Ervay Street.

Non-premise district activity videoboard signs may not be placed on building facades facing Main Street Garden or Belo Garden.

A maximum of one non-premise district activity videoboard sign is permitted per block face. Non-premise district activity videoboard signs must have a minimum of 100 square feet in effective area and may have maximum of 150 square feet in effective area.

Non-premise district activity videoboard signs are only permitted by SUP.

Projecting non-premise activity videoboard signs

- must have a vertical orientation with height exceeding the width at a minimum of 16:9 width-to-height ratio;
- may project a maximum of 12 feet into the right-of-way;
- must have a minimum clearance of 15 feet above the sidewalk and a maximum clearance of 35 feet above the sidewalk.
- must have video displays on both sides of the sign.

All videoboard signs:

- must contain a default mechanism that freezes the image in one position in case of malfunction
- must automatically adjust the sign brightness based on natural ambient light conditions in compliance with the following formula:
 - the ambient light level measure in luxes, divided by 256 and then rounded down to the nearest whole number, equals the dimming level; then
 - the dimming level, multiplied by .0039 equal the brightness level; then
 - the brightness level, multiplied by the maximum brightness of the specific sign measured in nits, equals the allowed brightness, measured in nits.
- must be turned off between 1:00a.m. and 7:00 a.m. Monday through Friday and 2:00 a.m. and 8:00 a.m. on Saturday and Sunday; and
- may not display light of such intensity or brilliance to cause glare, impair the vision of an ordinary driver, or constitute a nuisance.

Non-premise district activity videoboard signs:

- must have a full color display able to display a minimum of 281 trillion color shades; and
- must be able to display a high-quality image with a minimum resolution equivalent to 19mm maximum pixel size.

Changes of message must comply with the following:

- Each message must be displayed for a minimum of eight seconds
- Changes of message must be accomplished within two seconds
- Changes of message must occur simultaneously on the entire sign face
- No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.

List of Officers

HS Investments

Mitchell Fonberg	Managing Vice President
Peter Fonberg	Trustee
Elaine Schwartz Fonberg	Trustee

Outfront Media

Jeremy J. Male	Chairman
Donald R. Shassian	Executive Vice President
Clive Punter	Executive Vice President
Richard Sauer	Executive Vice President
Jodi Senese	Executive Vice President
Andrew R. Sriubas	Chief Commercial Officer
Nancy Tostanoski	Executive Vice President
Steve Hillwig	Executive Vice President
Chris Steinbacher	Executive Vice President
Zack Danielson	General Manager

CPC ACTION:
January 18, 2018

Motion: It was moved to recommend **approval** of the renewal of Specific Use Permit No. 1958 for an attached projecting non-premise district activity videoboard sign for a ten-year period, subject to conditions on property zoned Subdistrict A within Planned Development District No. 619, on the north side of Main Street, east of North Akard Street.

Maker: Lavallaisaa
Second: Schultz
Result: Carried: 15 to 0

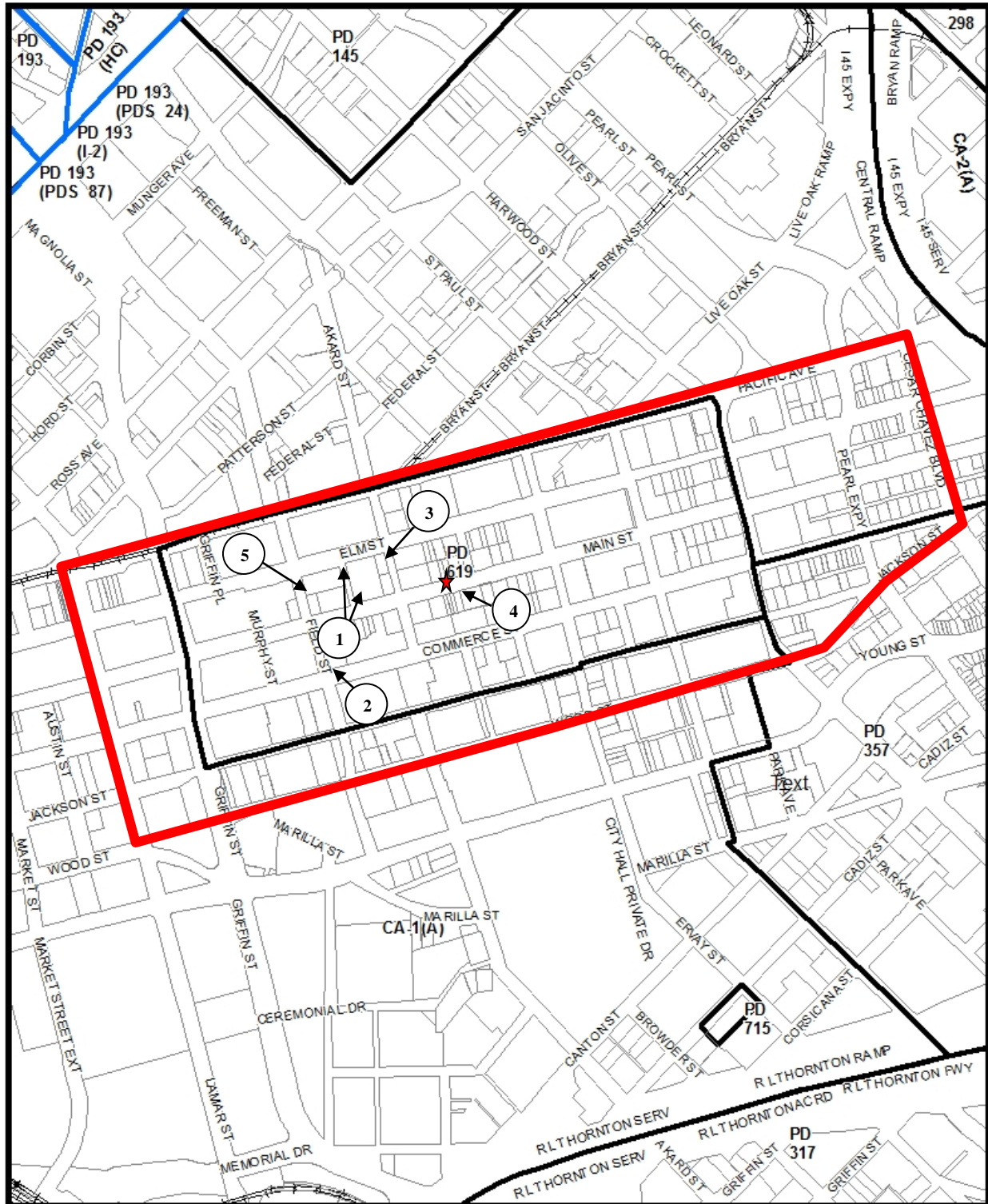
For: 15 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Lavallaisaa, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley*

Against: 0
Absent: 0
Vacancy: 0

*out of the room, shown voting in favor

Notices: Area: 200 Mailed: 16
Replies: For: 1 Against: 0

Speakers: For: None
For (Did not speak): Santos Martinez, 900 Jackson St., Dallas, TX, 75202
Against: None



Existing Videoboard Signs

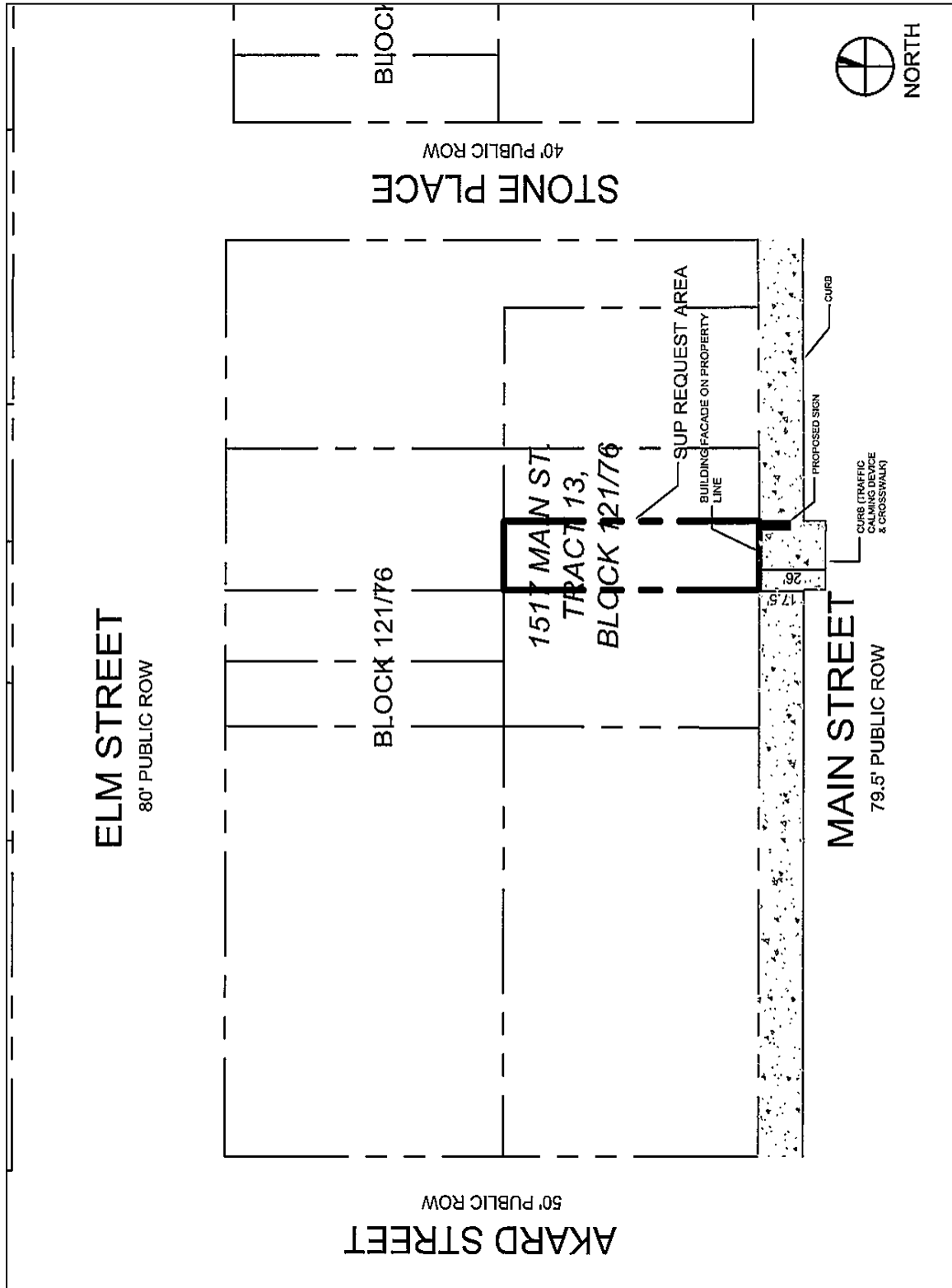
Z178-124

Printed Dated: 1/4/2018

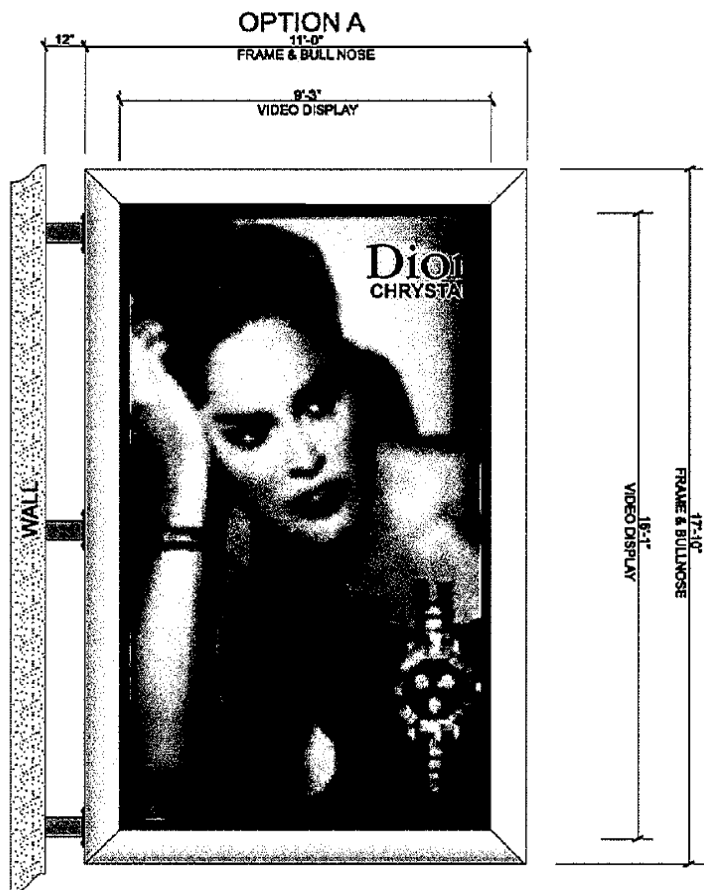
CPC RECOMMENDED CONDITIONS

1. **USE:** The only use authorized by this specific use permit is a projecting non-premise district activity videoboard sign.
2. **SITE PLAN:** Use and development of the Property must comply with the attached site plan and elevation.
3. **TIME LIMIT** This specific use permit expires on (ten-years from the passage of this ordinance).
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.

Existing Site Plan

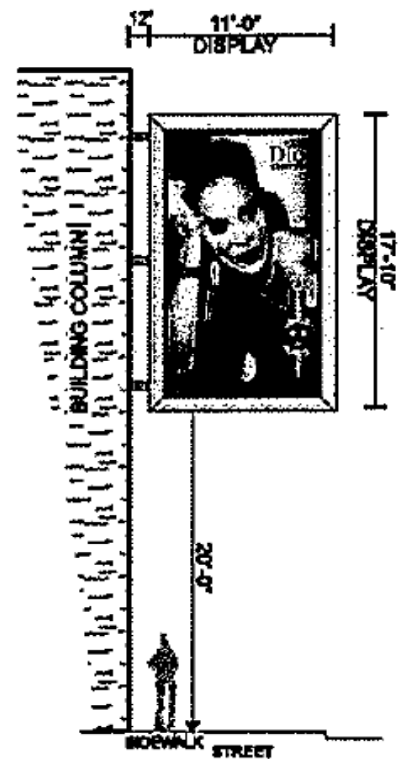


Existing Elevations & Display Detail

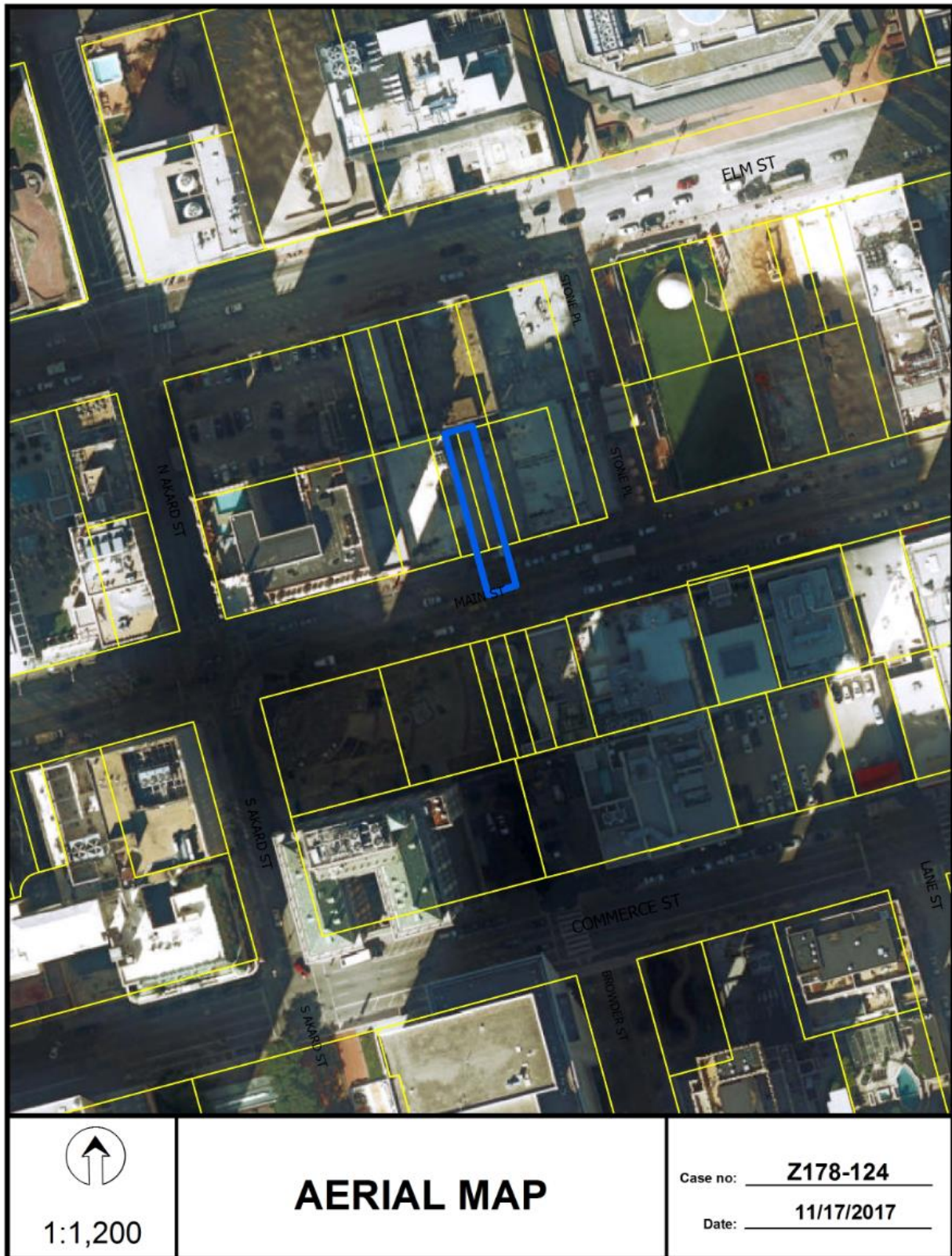


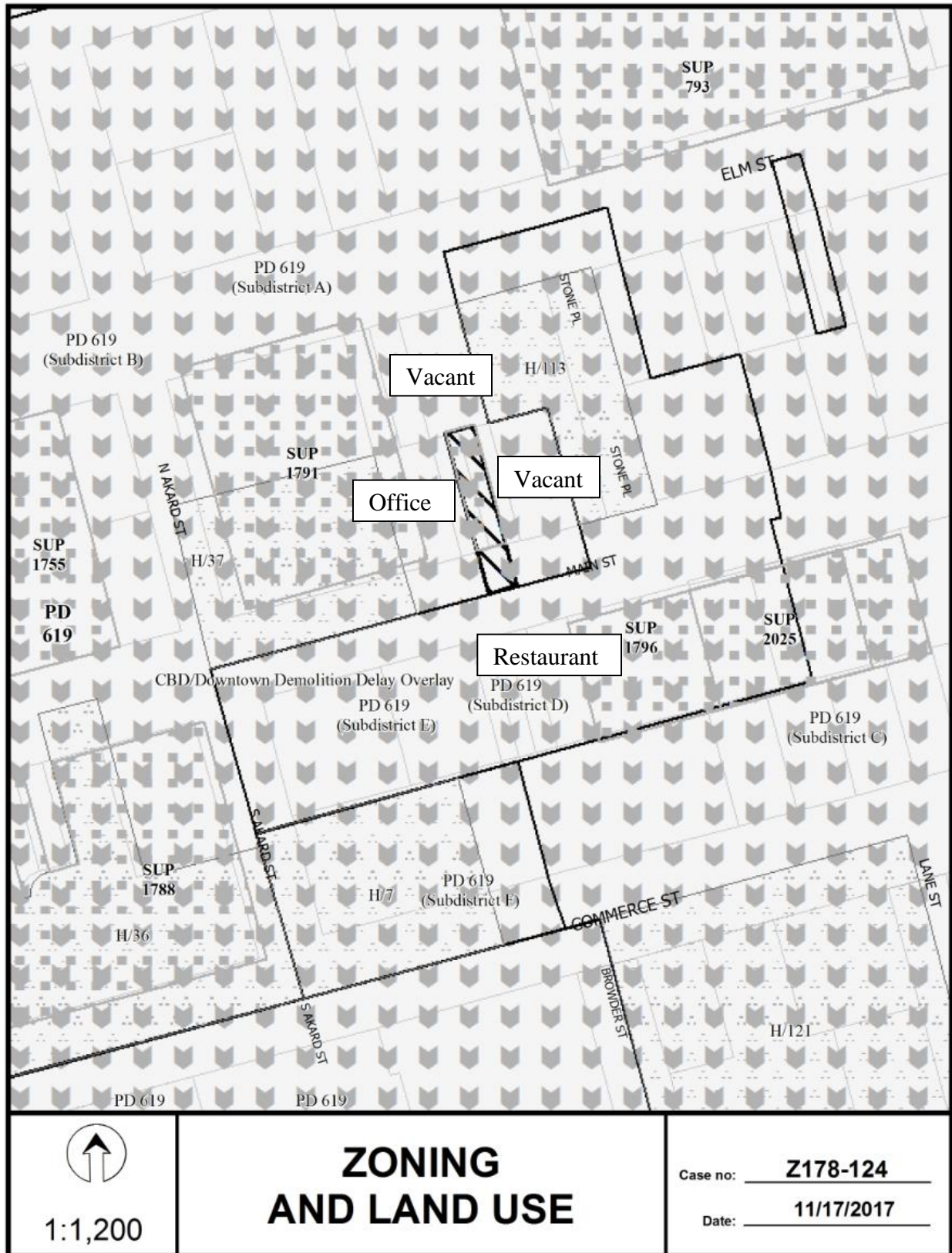
A VIDEO DISPLAY DETAIL. SCALE 3/8"=1'-0"
 (S) D/F Back to Back Video Displays Mounted To Angle Framed Cabinet
 W/ Bull Nose Frame, Bull Nose & Filler PTD, P-81 Silver.

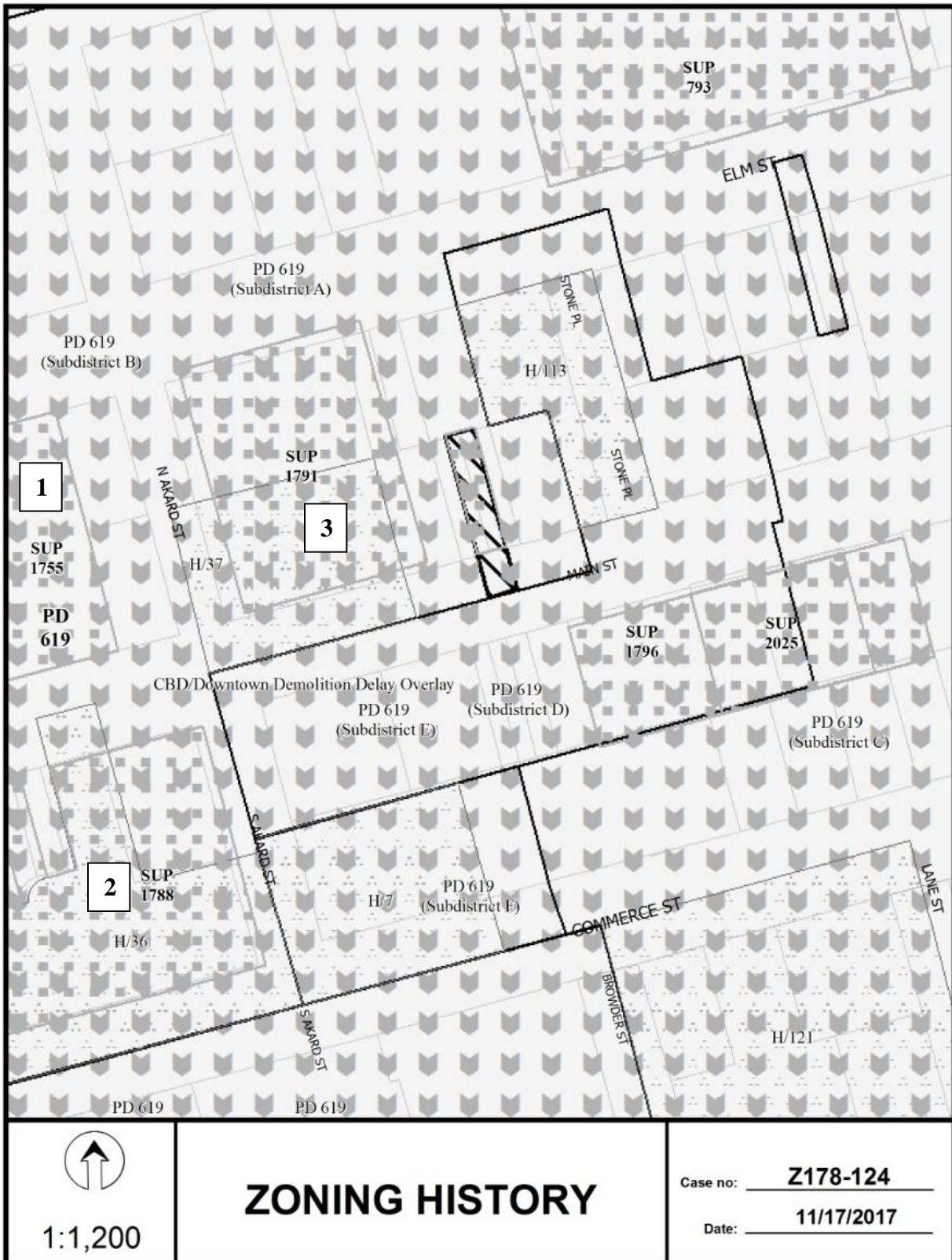
DESCRIPTION: 1
 Display Revolute
 Metric: 216 line
 Line Number: 11











CPC RESPONSES



<u>16</u>	Property Owners Notified (30 parcels)
<u>1</u>	Replies in Favor (3 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>200'</u>	Area of Notification
<u>1/18/2018</u>	Date

Z178-124
CPC



1:1,200

01/17/2018

Reply List of Property Owners***Z178-124******16 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	1517 MAIN ST	FONBERG PETER D TR ET AL
	2	1519 MAIN ST	1519 MAIN PROPERTY LP
O	3	1514 ELM ST	MID ELM LP
	4	1521 MAIN ST	ROMAN CATHOLIC DIOCESE DALLAS
	5	1515 MAIN ST	LEGAL AID OF NORTHWEST TE
	6	1604 ELM ST	ELM AT STONEPLACE HOLDINGS LLC
	7	1607 MAIN ST	ELM AT STONEPLACE HOLDINGS LLC
	8	1520 MAIN ST	MAIN STREET INVESTORS JV
	9	1401 COMMERCE ST	HOLTZE MAGNOLIA LLLP
	10	1513 COMMERCE ST	1530 MAIN LP
	11	1511 ELM ST	1601 ELM HOLDINGS LP
	12	1502 ELM ST	KIRBY APARTMENTS LP THE
	13	1520 ELM ST	STONE PLACE MALL INV1 LTD
	14	1501 COMMERCE ST	1600 MAIN STREET HOLDINGS LP
	15	1530 MAIN ST	DUNHILL 1530 MAIN LP
	16	1600 PACIFIC AVE	1600 PACIFIC LANDLORD LLC

AGENDA ITEM # 41

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): 1

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 54 G

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a medical clinic or ambulatory surgical center on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District, on the north side of West Jefferson Boulevard, east of South Llewellyn Avenue

Recommendation of Staff and CPC: Approval for a five-year period, subject to a site plan and conditions

Z178-134(PD)

FILE NUMBER: Z178-134(PD)

DATE FILED: March 24, 2017

LOCATION: North side of West Jefferson Boulevard, east of South Llewellyn Avenue

COUNCIL DISTRICT: 1

MAPSCO: 54 G

SIZE OF REQUEST: ± .0997 acres

CENSUS TRACT: 47.00

APPLICANT/OWNER: USAI, LP

REPRESENTATIVE: Gary E. Day

REQUEST: An application for a Specific Use Permit for a medical clinic or ambulatory surgical center on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District.

SUMMARY: The applicant proposes to operate a dental office in the existing structure.

CPC RECOMMENDATION: **Approval** for a five-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: **Approval** for a five-year period, subject to a site plan and conditions.

Background:

- The applicant is proposing a dental clinic in a 5,300-square-foot suite, within an existing 6,716-square-foot, two-story building.
- The property is zoned Subarea 1 within PD No. 316, the Jefferson Area Special Purpose District, which requires an SUP for a medical clinic or ambulatory surgical center when located on street level.
- On September 10, 2015, the City Council approved an amendment to PD No. 316 to require an SUP for a medical clinic or ambulatory surgical center when located on street level. Prior to that, this use had been allowed by right within Subarea 1.

Zoning History: There have been no zoning requests in the immediate area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
W. Jefferson Boulevard	Minor Arterial	Variable

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system.

Land Use:

	Zoning	Land Use
Site	Subdistrict 1 within PDD No. 316	Vacant
North	Subdistrict 1 within PDD No. 316	Restaurant
East	Subdistrict 1 within PDD No. 316	Restaurant
South	Subdistrict 1 within PDD No. 316	Retail
West	Subdistrict 2 within PDD No. 316	Retail

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 *forwardDallas! Comprehensive Plan* outlines several goals and policies to support the applicant's request:

Land Use Element

GOAL 1.1 Align Land Use Strategies with Economic Development Priorities

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

The proposed use complements the characteristics of the Jefferson Boulevard area which is a mix of uses such as retail, personal service uses and office uses.

Land Use Compatibility:

The site is developed with a one-story, 6,716 square-foot building. Approximately 5,300 square feet is proposed for a medical clinic or ambulatory surgical center use. The proposed hours of operation will be Monday through Saturday from 10:00 a.m. to 7:00 p.m.

The property is surrounded by a restaurant use to the north and east; and retail uses to the south and west.

Subdistrict 1 within PDD No. 316 allows for a medical clinic or ambulatory surgical center with an SUP when the use is located at the street level, otherwise it is allowed by right. The code amendment to require an SUP for the use, when located on the first floor within Subarea 1 of PDD No. 316, was approved by City Council in 2014. This restriction was established to encourage more pedestrian and street level activity with medium density retail, office, and/or multifamily residential uses in combination on single or contiguous building sites.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with

the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The proposed use is compatible with the surrounding uses as these are comprised of retail and restaurant uses. The proposed use is not detrimental to the area because it complements the existing surrounding uses and complies with the intent of Subarea 1 within PD No. 316.

Parking:

The property has surface parking located in front of the building. The parking requirements for a medical clinic or ambulatory surgical center are one parking space per every 366 square feet of the proposed use. The applicant plans to occupy 5,300 square feet with fourteen parking spaces required. The site provides forty-eight on-street parking spaces for the buildings. Per PDD No. 316, any on-street parking spaces may be counted as a reduction of the parking requirement of the use adjacent to the on-street parking space. When a tenant gets a CO for a multi-tenant building, Building Inspection requests a parking analysis to show sufficient parking for all the uses in the building. As uses change, BI will ensure parking is available for all tenants according to the PD requirements.

Landscaping:

The applicant is not proposing any additions to the existing structure. Therefore, no landscaping requirements are being triggered with the proposed use.

List of Partners

USAI, LP

Wiggie Management Company, LLC	General Partner
BBB Trust	Limited Partner

CPC ACTION:
January 18, 2018

Note: The Commission considered this item individually.

Motion: It was moved to recommend **approval** a Specific Use Permit for a medical clinic or ambulatory surgical center for a five-year period, subject to a site plan and conditions with a modification to the hours of operation to 8:00 a.m. to 7:00 p.m. on property zoned Subarea 1 within Planned Development District No. 316, the Jefferson Area Special Purpose District, on the north side of West Jefferson Boulevard, east of South Llewellyn Avenue.

Maker: West
Second: Murphy
Result: Carried: 15 to 0

For: 15 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Lavallaisaa, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley

Against: 0
Absent: 0
Vacancy: 0

Notices: Area: 200 Mailed: 12
Replies: For: 0 Against: 0

Speakers: For: Gary Day, 1550 Edison St., Dallas, TX, 75207
Against: None

CPC RECOMMENDED CONDITIONS

1. USE: The only use authorized by this specific use permit is a medical clinic or ambulatory surgical center.
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 _____ (five-years from the passage of this ordinance).

CPC RECOMMENDED

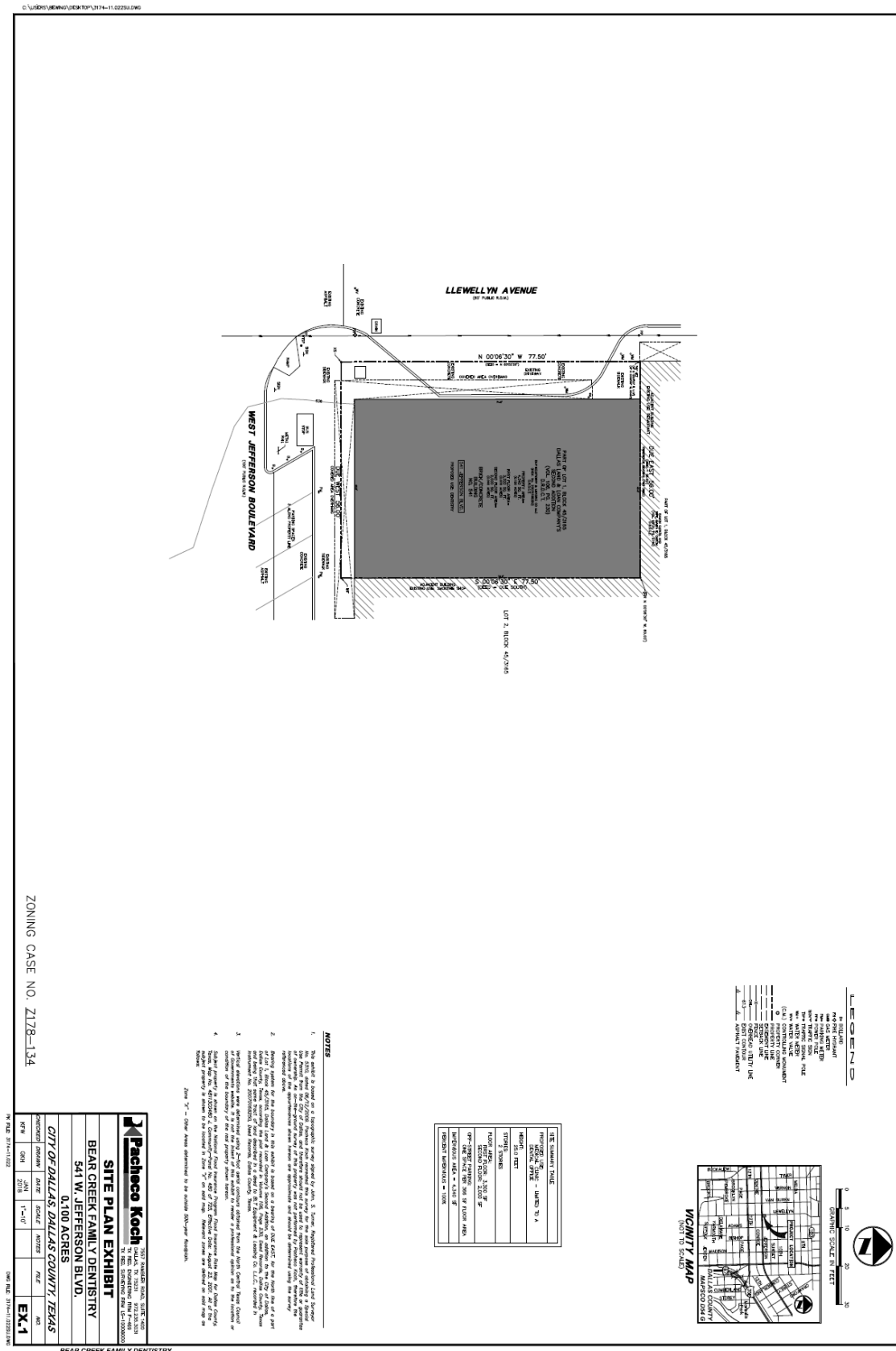
4. HOURS OF OPERATION: Monday through Saturday 8:00 a.m. to 7:00 p.m.

Staff RECOMMENDATION

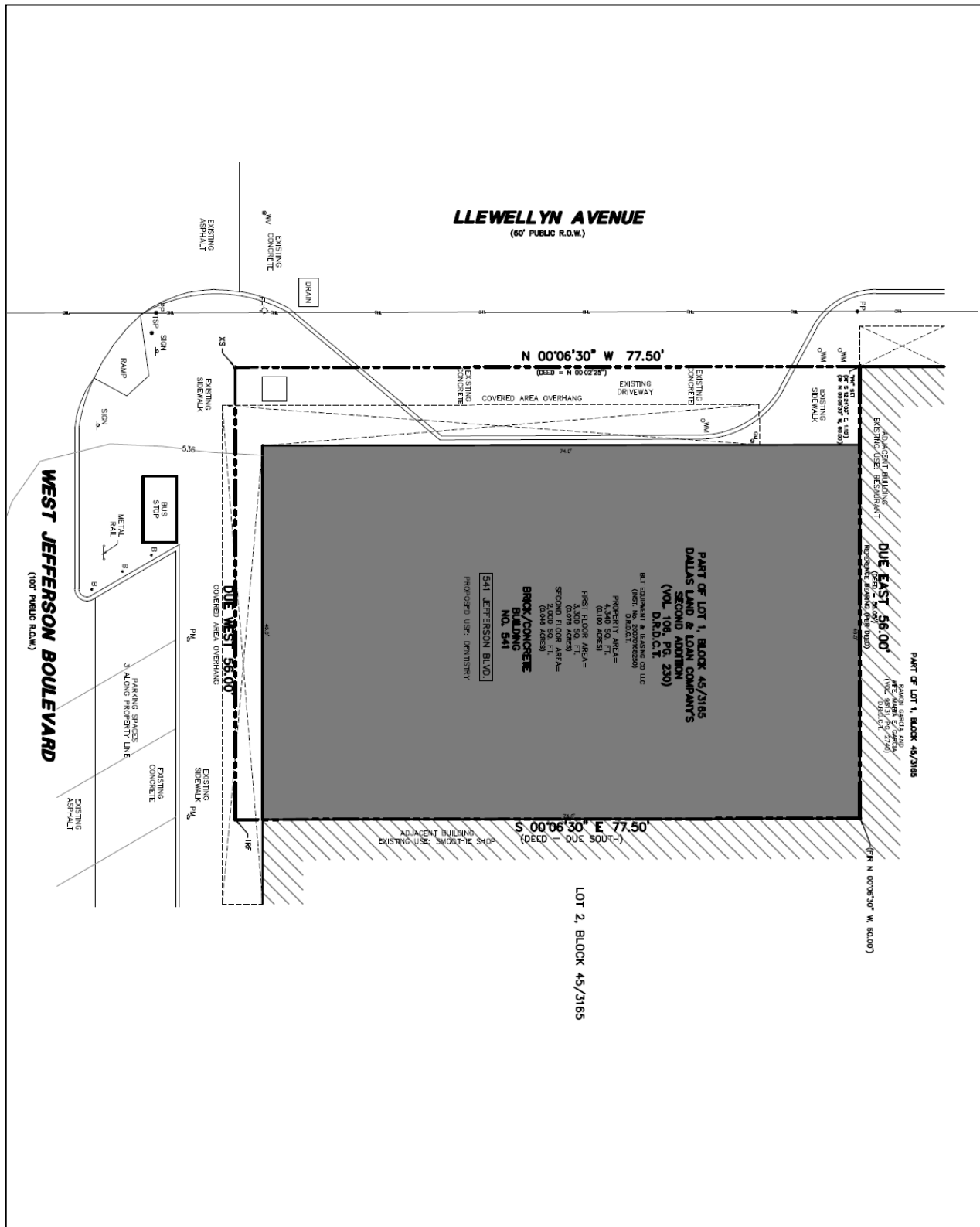
4. HOURS OF OPERATION: Monday through Saturday 10:00 a.m. to 7:00 p.m.

5. FLOOR AREA: The maximum floor area is 5,300 square feet.
6. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
7. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN

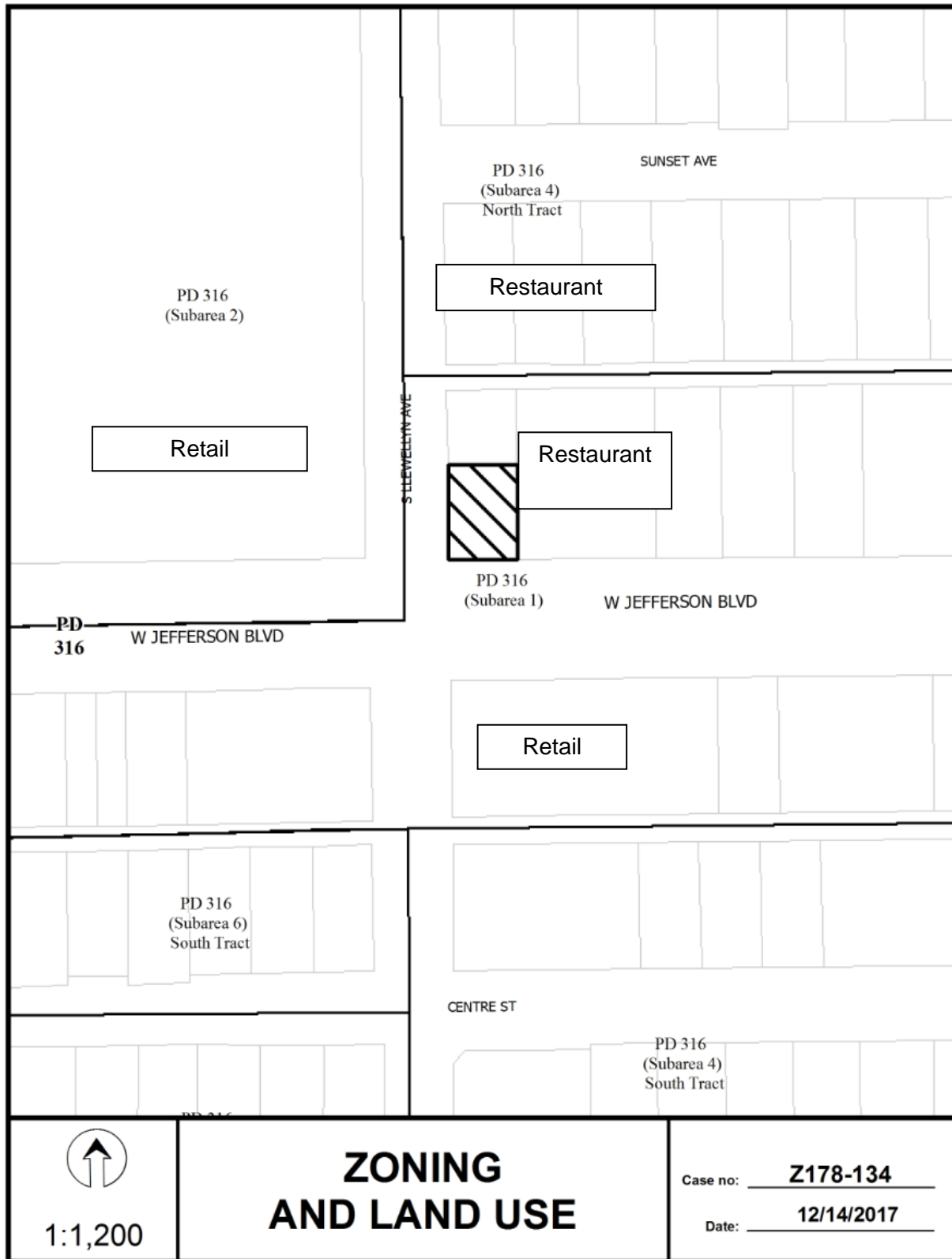


ENLARGED PROPOSED SITE PLAN









CPC RESPONSES



<u>12</u>	Property Owners Notified (14 parcels)
<u>0</u>	Replies in Favor (0 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>200'</u>	Area of Notification
<u>1/18/2018</u>	Date

Z178-134
CPC



1:1,200

01/17/2018

Reply List of Property Owners
Z178-134

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	541	W JEFFERSON BLVD	USAI LP
2	214	S LLEWELLYN AVE	GARCIA RAMON & MARIA E
3	531	W JEFFERSON BLVD	RODRIGUEZ RAUL
4	525	W JEFFERSON BLVD	SPEARS HELEN FAMILY TRUST
5	523	W JEFFERSON BLVD	MOXIE INVESTMENTS LTD
6	520	SUNSET AVE	LEVINES
7	534	SUNSET AVE	LLEWELYN PROPERTIES LLC
8	538	SUNSET AVE	DIAZ VICTOR & MARIA L
9	520	W JEFFERSON BLVD	GILLILAND PPTIES II LTD
10	600	W JEFFERSON BLVD	SANCHEZ & SANCHEZ LLC
11	532	W JEFFERSON BLVD	JSM DEVELOPMENT CO LP
12	611	W JEFFERSON BLVD	L&R FIESTA INVESTMENTS

AGENDA ITEM # 42

Economic Vibrancy

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

8

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

69 Q; U

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private recreation center, club, or area on property zoned an A(A) Agricultural District on the south line of Tea Garden Road, west of Haymarket Road

Recommendation of Staff and CPC: Approval for a two-year period, subject to a site plan and conditions

Z156-323(JM)

Note: This item was considered by the City Council at public hearings on April 12, 2017, May 24, 2017, June 28, 2017, August 23, 2017, October 11, 2017 and December 13, 2017, and was deferred until February 14, 2018, with the public hearing open

FILE NUMBER: Z156-323(JM)

DATE FILED: July 29, 2016

LOCATION: On the south line of Tea Garden Road, west of Haymarket Road

COUNCIL DISTRICT: 8

MAPSCO: 69 Q; U

SIZE OF REQUEST: ±16.313 acres

CENSUS TRACT: 171.02

REPRESENTATIVE/APPLICANT/OWNER: Joel Torres

REQUEST: An application for a Specific Use Permit for a private recreation center, club, or area on property zoned an A(A) Agricultural District.

SUMMARY: The purpose of this request is to allow for the following private fields: three baseball fields and one volleyball court.

CPC RECOMMENDATION: **Approval** for a two-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: **Approval** for a two-year period, subject to a site plan and conditions.

BACKGROUND INFORMATION:

- The request is made to allow one volleyball court and three baseball fields as part of a private recreation center, club, or area.
- The site is operated as an agricultural use with livestock. The owner currently hosts baseball and volleyball games for local adult male baseball teams. Code enforcement notified the owner to contact the Sustainable Development and Construction Department to discuss how to proceed with this use. A specific use permit is required to allow the continued use as a private recreation center, club, or area in a residential zoning district, including the A(A) Agricultural District.

Zoning History:

There have been no zoning cases within the vicinity of the area of request in the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Right-of-Way
Tea Garden Road	Local	60 feet

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that it will not have a detrimental impact on the surrounding street system; however, “no parking” signs are required along Tea Garden Road. The requirement is made due to the narrow pavement conditions (approximately 20 feet) along Tea Garden Road.

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 comprehensive plan does not make a specific land use recommendation related to the request. The Plan identifies the request site being located in a Residential Building Block.

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 request complies with the following land use goals and policies of the

Comprehensive Plan:

LAND USE ELEMENT

GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics. Acknowledge the importance of neighborhoods to the city's long-term health and vitality.

Implementation Measure 1.1.5.3 Encourage neighborhood-serving office, retail, or other non-residential uses to be located in residential community areas, primarily on significant roadways or at key intersections.

GOAL 1.2 PROMOTE DESIRED DEVELOPMENT

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

The requested recreational use is characteristic of the Residential Building Block, which is predominately for single-family uses, but allows recreational and institutional uses to serve the surrounding neighborhoods.

Land Use Compatibility:

The subject site is currently zoned an A(A) Agricultural District. The uses permitted in this district are intended to accommodate normal farming, ranching, and gardening activities. Over time, it is expected that agricultural zoned properties will eventually develop into urban sites.

	Zoning	Land Use
Site	A(A) Agricultural	Agricultural and existing playing fields
North	A(A) Agricultural	Single family and agricultural
East	A(A) Agricultural	Single family and agricultural
South	A(A) Agricultural	Single family and agricultural
West	A(A) Agricultural, PD No. 819, R-7,5(A), R-5(A), and Deed Restrictions	Single family, public school, and agricultural

Surrounding land uses include single family and agricultural, with a school nearby as well. These uses are typical in residential neighborhoods with low density. The private recreation center, club, or area use is permitted by right in retail, commercial service, industrial, central area, mixed use, multiple commercial and urban corridor districts. When feasible, this use is allowed in residential districts with special consideration by

SUP. The intent of allowing it by SUP in residential districts is to gauge the level of appropriateness and provide for public comment.

The site is currently agricultural land. The fields exist and are used by the property owner and baseball teams from around the metroplex, according to the applicant (owner). The applicant had originally requested the right to operate seven days a week. After discussing concerns over the need for a break in the currently remote and residential area, the applicant amended the request to three days a week, Friday, Saturday, and Sunday. To address privacy and future maintenance, a six-foot solid privacy fence is required to be provided and maintained around the perimeter of the site. Hours of operation limit the use to certain times of day. The use of lighting and amplified sound is limited to the hours of operation. Paved parking far exceeding the code requirement is being offered within the site. Sec. 51A 4.208(2)(c) requires three parking spaces per playing field and an additional one parking space per 150 square feet of floor area. In all, approximately 44 parking spaces are required for the three baseball fields, one volleyball court, and 4,680 square feet of additional floor area (storage buildings and covered porches). Portable toilets and a dumpster will be required as identified on the site plan.

Staff believes that with compliance to the proposed site plan and conditions, the use could be an asset to the area as it develops into an urban site in the future. In an effort to ensure that the site matches the future development of the area, staff is recommending the time period be two years with no auto renewal recommended. This gives neighbors the opportunity to experience the facility under the SUP regulations imposed by this request. If additional concerns arise, the conditions may be amended when the SUP comes in for renewal.

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.

Parking:

Sec. 51A 4.208(2)(c) requires three parking spaces per playing field and an additional one parking space per 150 square feet of floor area. In all, approximately 44 parking spaces are required for the three baseball fields, one volleyball court, and 4,680 square feet of additional floor area (storage buildings and covered porches for audiences). The proposed site plan depicts that the applicant will provide 116 parking spaces, of which five are van accessible handicapped spaces.

Landscaping and Screening:

According to the City arborist, this request meets the requirements of Article X. Staff recommended the addition of a six-foot solid privacy fence around the perimeter of the site to reinforce the separation of the use from surrounding agricultural and single-family uses.

CPC Action:
February 16, 2017

Motion: It was moved to recommend **approval** of a Specific Use Permit for a private recreation center, club, or area for a two-year period, subject to a site plan and conditions on property zoned an A(A) Agricultural District on the south line of Tea Garden Road, west of Haymarket Road.

Maker: Haney
Second: Davis
Result: Carried: 12 to 0

For: 12 - Anglin, Rieves, Houston, Davis, Shidid, Haney,
Mack, Jung, Housewright, Peadon, Murphy,
Ridley

Against: 0
Absent: 3 - Anantasomboon, Schultz, Tarpley
Vacancy: 0

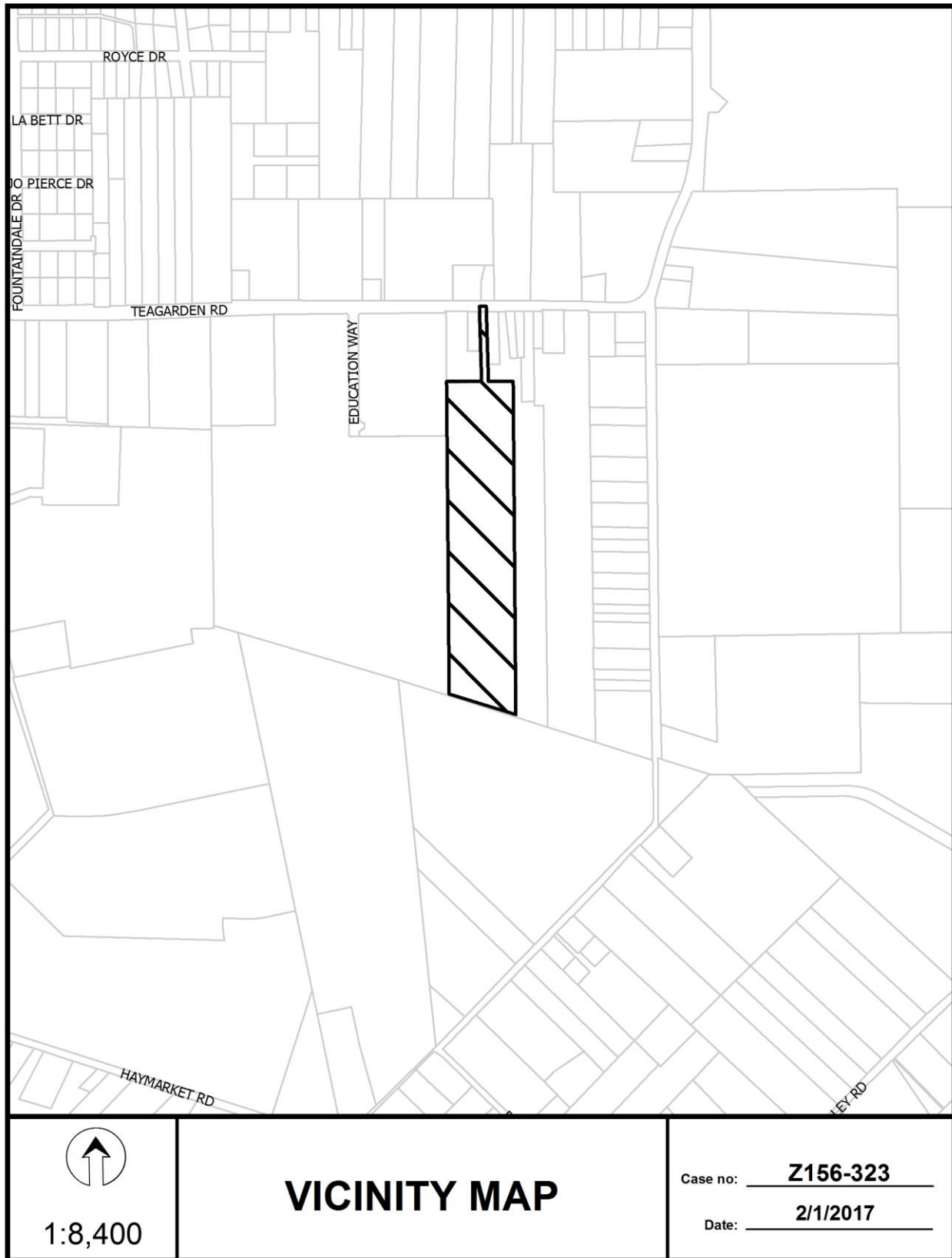
Notices:	Area: 400	Mailed: 18
Replies:	For: 0	Against: 6

Speakers: None

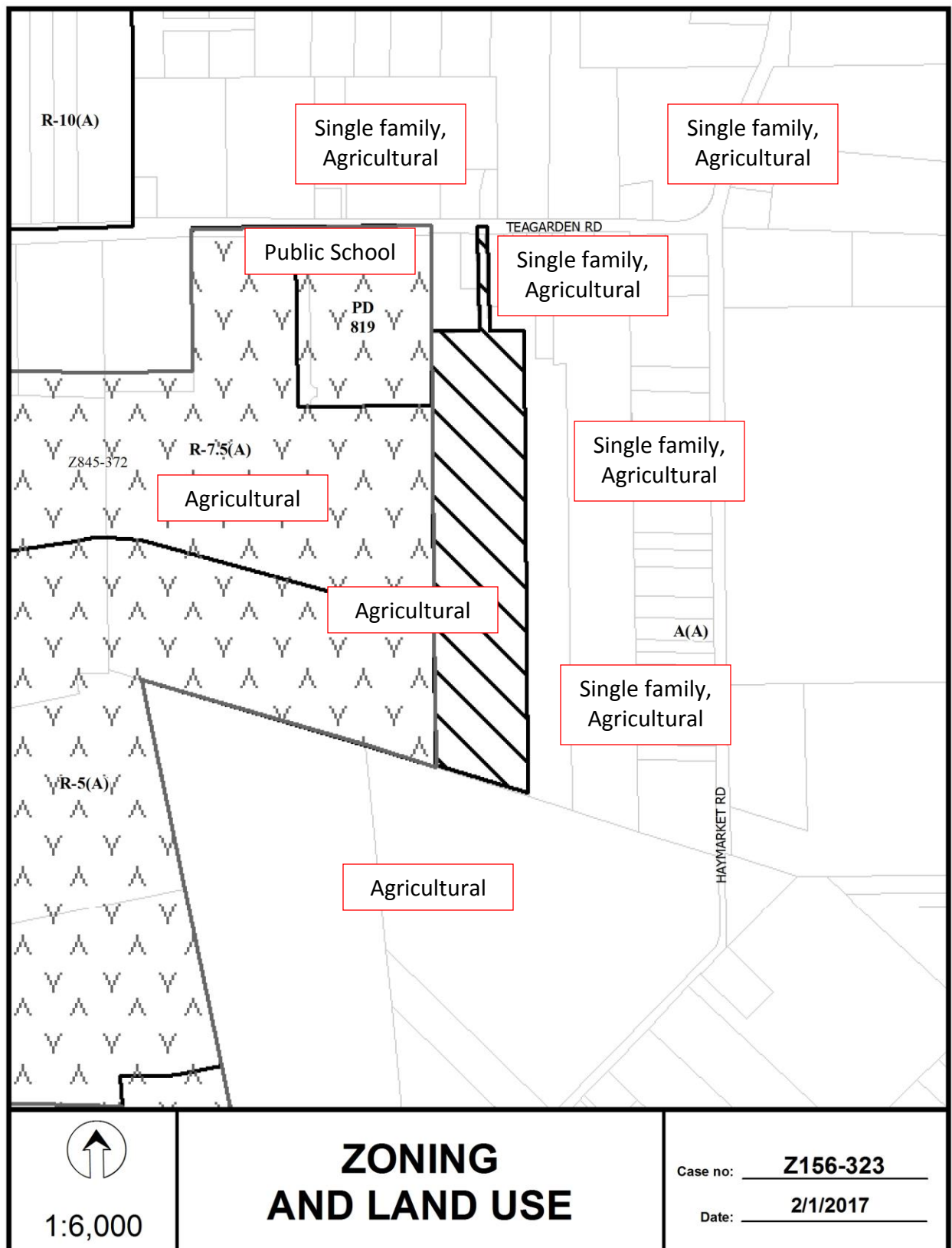
CPC SUP CONDITIONS Z156-323
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1. USE: The only use authorized by this specific use permit is a private recreation center, club, or area.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on 2 years from passage of this ordinance (date)-
4. HOURS OF OPERATION: A private recreation center, club, or area may operate between 4:00 p.m. and 8:00 p.m., Friday through Sunday.
5. LIGHTING: Operation of outdoor lighting is limited to the hours between 4:00 p.m. and 8:00 p.m., Friday through Sunday.
6. SCREENING: Except for required visibility triangles and points of ingress and egress, a minimum six-foot-tall solid screen must be provided and maintained along the perimeter of the property. Screening material must be wood or masonry.
7. SOUND: Operation of loudspeakers and other forms of amplification is limited to the hours between 4:00 p.m. and 8:00 p.m., Friday through Sunday.
8. SIGNS: "No Parking" signs must be installed at the owner/operator's expense on the property street frontage along Tea Garden Road.
9. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
10. 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.

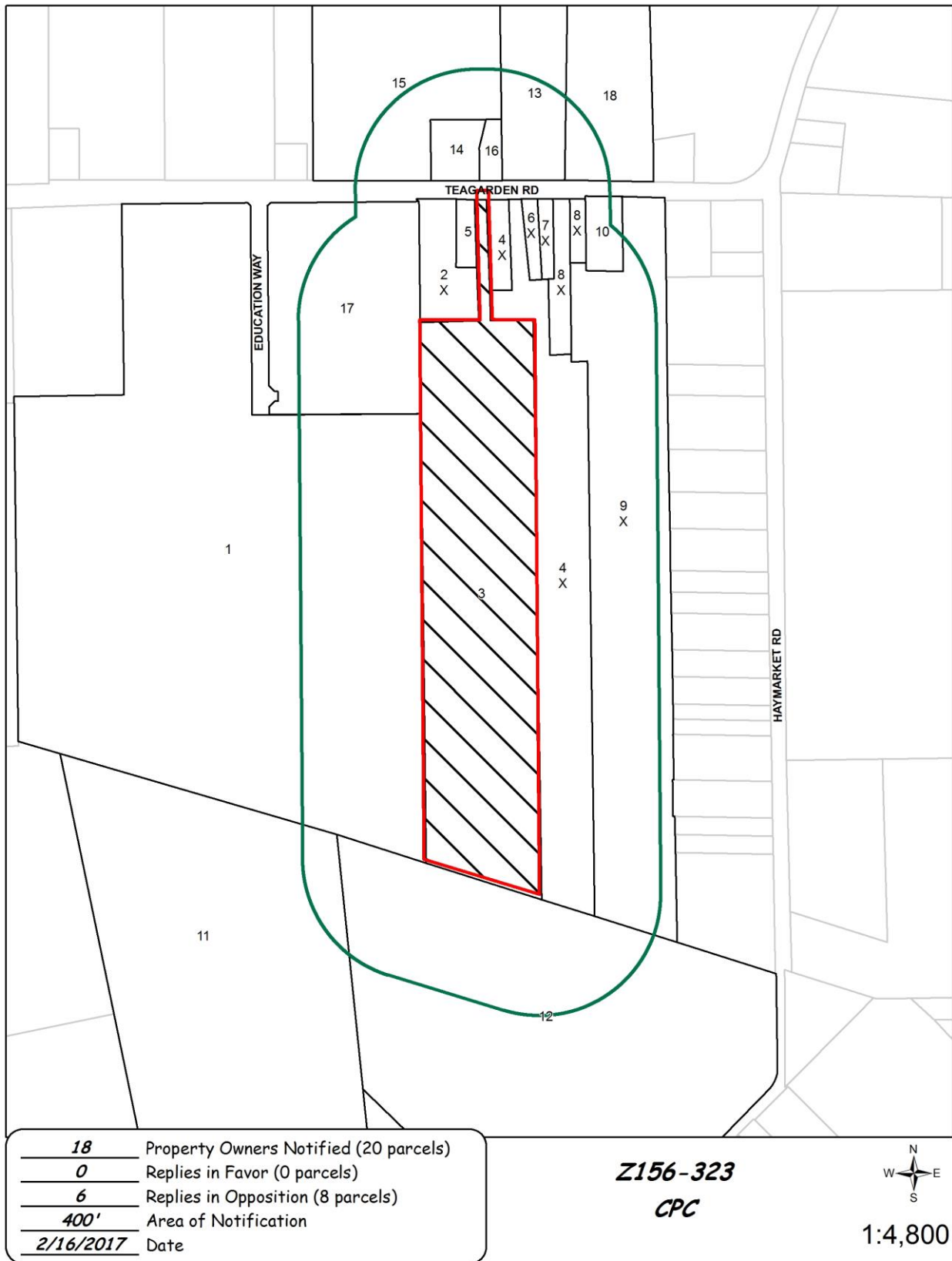








CPC Responses



02/15/2017

Reply List of Property Owners***Z156-323******18 Property Owners Notified******0 Property Owners in Favor******6 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	10020 TEA GARDEN RD	10020 TEA GARDEN ROAD LLP
X	2	10214 TEA GARDEN RD	MARTENSEN GAYLE
	3	10218 TEA GARDEN RD	TORRES JOEL
X	4	10224 TEA GARDEN RD	TERRY DONNA LYNN
	5	10216 TEA GARDEN RD	GUZMAN MARIO
X	6	10230 TEA GARDEN RD	HARGROVE GEORGE &
X	7	10310 TEA GARDEN RD	HARGROVE GEORGE
X	8	10318 TEA GARDEN RD	HARGROVE GEORGE W & DONNA
X	9	10360 TEA GARDEN RD	HARGROVE GEORGE W JR &
	10	10334 TEA GARDEN RD	JORDON JIMMY D & PATRICIA
	11	2411 HAYMARKET RD	WEBB WALTER E & MELISSA A
	12	2500 HAYMARKET RD	CERVANTES JUAN C
	13	10327 TEA GARDEN RD	BARRIOS SALVADOR
	14	10215 TEA GARDEN RD	VARGAS JOSE
	15	10209 TEA GARDEN RD	LAIR BILLY WAYNE &
	16	10217 TEA GARDEN RD	LAIR LARRY DEAN & DONNA SUE
	17	10210 TEA GARDEN RD	Dallas ISD
	18	10229 TEA GARDEN RD	BARRIOS SALVADOR

AGENDA ITEM # 43

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 36 X

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to, and an expansion of, Planned Development District No. 931 for MF-2(A) Multifamily District uses and termination of Specific Use Permit No. 2121 for a college, university, or seminary on property zoned an MF-2(A) Multifamily District, on both sides of Bryan Street, northeast of North Munger Boulevard, and northwest of Live Oak Street

Recommendation of Staff and CPC: Approval, subject to a conceptual plan and conditions; and approval of the termination of Specific Use Permit No. 2121 for a college, university, or seminary

Z156-351(WE)

Note: This item was considered by the City Council at a public hearing on January 10, 2018, and was held under advisement until February 14, 2018, with the public hearing open

HONORABLE MAYOR & CITY COUNCIL

WEDNESDAY, FEBRUARY 14, 2018

ACM: Majed Al-Ghafry

FILE NUMBER: Z156-351(WE)

DATE FILED: August 29, 2016

LOCATION: On both sides of Bryan Street, northeast of North Munger Boulevard,
and northwest of Live Oak Street

COUNCIL DISTRICT: 14

MAPSCO: 36 X

SIZE OF REQUEST: ±2.872 acres

CENSUS TRACT: 15.04

APPLICANT: Highland Park United Methodist Church
Ken Reiser, Executive Director

OWNER: Melba R. Baker

REPRESENTATIVE: Dallas Cothrum, Masterplan

REQUEST: An application for an amendment to, and an expansion of, Planned Development District No. 931 for MF-2(A) Multifamily District uses and termination of Specific Use Permit No. 2121 for a college, university, or seminary on property zoned an MF-2(A) Multifamily District.

SUMMARY: The purpose of this request is to create subareas within the existing Planned Development District that will permit additional off-street parking and a church office [Highland Park United Methodist Church].

CPC RECOMMENDATION: Approval, subject to a conceptual plan and conditions; and approval of the termination of Specific Use Permit No. 2121 for a college, university, or seminary.

STAFF RECOMMENDATION: Approval, subject to a conceptual plan and conditions; and approval of the termination of Specific Use Permit No. 2121 for a college, university, or seminary.

BACKGROUND INFORMATION:

- On December 10, 2014, the City Council approved Planned Development District No. 931 for MF-2(A) Multifamily District uses and approval of a Specific Use Permit No. 2121 for a college, university, or seminary. The Planned Development District allowed the existing church educational building [Munger Place Church] to accommodate a music college [Visible Music Church]. The addition of a college, university, or seminary use within an existing building did not negatively impact the surrounding properties.
- The addition of a music college [Visible Music Church] on the church campus did not materialize.
- Planned Development District No. 931 required a minimum of 78 off-street parking spaces for the combined church, convent or monastery, and college, university or seminary uses. The PDD did not require a development plan.
- The applicant purposes to create three subareas within the existing Planned Development District that will allow the church the opportunity to convert the residential uses into office uses for the church and /or provide additional off-street parking as a result of an increase in church membership.

Zoning History:

There has been one zoning case requested within the area within the last five years.

1. Z134-164 On December 10, 2014, the City Council approved a Planned Development District for MF-2(A) Multifamily District uses and approval of a Specific Use Permit for a college, university, or seminary on property zoned Planned Development District No. 931.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Bryan Street	Local	80 ft.	80 ft.
N. Munger Boulevard	Collector	80 ft.	80 ft.
Live Oak Street	Minor arterial	80 ft.	80 ft.

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system.

Land Use:

	Zoning	Land Use
Site	PDD No. 931, MF-2(A)	Church, Multifamily, Undeveloped, Office
North	PDD No. 842; MF-2(A)	Retail, Multifamily
East	MF-2(A); PDD No. 63	Single family
South	MF-2(A)	Multifamily
West	MF-2(A)	Single family, Park

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.

In general, the applicant's proposal is consistent with the following goals and policies of the Comprehensive Plan.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

URBAN DESIGN

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY

Policy 5.1.3 Encourage complementary building height, scale, design and character.

GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY

Policy 5.2.1 Maintain neighborhood scale and character.

STAFF ANALYSIS:

Land Use Compatibility: The ±2.872 acres site is developed with an existing church with an ancillary educational building and office use [Munger Place Church]. One of the tracts, which is across Bryan Street, is undeveloped. The applicant purposes to create three subareas within the existing Planned Development District that will allow the church the opportunity to convert the residential uses into office uses for the church and/or provide additional off-street parking to accommodate the increase in church membership.

Due to the increase in the church's attendance, the applicant is proposing to increase the parking capacity by an additional 70 spaces, with the acquisition of the two additional lots. The PDD conditions will reflect a minimum of 78 spaces must be provided by the church. The applicant will have the flexibility to construct an additional 70 off-street parking spaces or construct an additional office for the church.

In addition, the applicant is also terminating Specific Use Permit No. No. 2121 for a college, university, or seminary. The educational building [Munger Place Church] that was intended to be used to accommodate a music college [Visible Music Church] did not come to fruition.

Parking: The request site is developed with a church and parsonage and an education building. The parking requirement that was established in PDD No. 931 for the church and music college will not change. The minimum number of off-street parking spaces required is 78 spaces.

Landscaping: Pursuant to the proposed planned development district, landscaping must be provided in accordance with Article X, as amended. However, the staff and the applicant has agreed to provide setbacks and landscape the proposed properties that may be converted into additional parking. The PDD conditions will reflect the landscape requirements. The additional lots will not meet Article X, as amended requirements because of the size of the lots.

CPC Action (November 9, 2017)

Motion: It was moved to recommend **approval** of an amendment to, and an expansion of, Planned Development District No. 931 for MF-2(A) Multifamily District uses, subject to a conceptual plan and revised conditions (as briefed); and **approval** of termination of Specific Use Permit No. 2121 for a college, university, or seminary, on property zoned an MF-2(A) Multifamily District, on both sides of Bryan Street, northeast of North Munger Boulevard, and northwest of Live Oak Street.

Maker: Rieves
Second: Houston
Result: Carried: 15 to 0

For: 15 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Lavallaissa, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 0
Vacancy: 0

Notices: Area: 500 Mailed: 135
Replies: For: 4 Against: 2

Speakers: For: None

For (Did not speak): William Parker, 2822 State St., Dallas, TX, 75204
Marion Armstrong, 502 W. 6th St., Dallas, TX, 75208
Arthur Harvey, 7031 Westlake Ave., Dallas, TX, 75214
Elizabeth Farley, 3200 Granbner Dr., Dallas, TX, 75225
Harold Williams, 9217 Shoreview Rd., Dallas, TX, 75238
Kathy Trobee, 580 Coolair Dr., Dallas, TX, 75218
Steven Besty, 3319 Bryan St., Dallas, TX, 75206
Rita Clinton, 3200 Bryan St., Dallas, TX, 75206
Carry Offutt, 6038 Bryan St., Dallas, TX, 75206
Scott Barnes, 2320 N. Houston St., Dallas, TX, 75219
Joyce Bland, 7322 Coronado Ave., Dallas, TX, 75214
John Bland, 7322 Coronado Ave., Dallas, TX, 75214
John Sturdivant, 50250 Capitol Ave., Dallas, TX, 75206
Kara Young, 5821 Martel Ave., Dallas, TX, 75206
Stephanie Cole, 6300 Tremont St., Dallas, TX, 75214
Andrew Forrest, 5217 Live Oak St., Dallas, TX, 75206
Forrest Deviney, 7777 Glen America Dr., Dallas, TX, 75225

Paula Chin, 1104 Ashington Pl., DeSoto, TX, 75115
R. Judson Pyle, 2728 Cedar Springs Rd., Dallas, TX, 75201
Heather Pyle, 2728 Cedar Springs Rd., Dallas, TX, 75201
Kate Moebel, 6524 Lake Circle Dr., Dallas, TX, 75214
Pat Meilinger, 9502 Waterview Rd., Dallas, TX, 75218
Jake Porter, 6015 Belgrade Ave., Dallas, TX, 75227
Kenneth Chin, 1104 Ashington Pl., DeSoto, TX, 75115
Marian Maldonado-Pagan, 2650 Cedar Springs Rd., Dallas, TX, 75201
Sharin Clark, 9436 Habart St., Dallas, TX, 75218
Mark Halvorson, 5540 Victor St., Dallas, TX, 75214
Nancy Mays, 7432 E. Northwest Hwy., Dallas, TX, 75231
Margaret Haynes, 7428 E. Northwest Highway, Dallas, TX, 75231
Rick Casner, 6266 Saratoga Cr., Dallas, TX, 75214
Corley Lamer, 6825 Truxton Dr., Dallas, TX, 75231
Jennifer Welty, 9201 Garland Rd., Dallas, TX, 75206
Ralph St. John, 1411 Country Ridge Dr., DeSoto, TX, 75115
Carmen St. John, 1411 Country Ridge Dr., DeSoto, TX, 75115
Robert Middleton, 8523 Thackery St., Dallas, TX, 75225
Sharon Dewberry, 3325 St. Johns Dr., Dallas, TX, 75205
Nina Messersmith, 11719 Cimarec St., Dallas, TX, 75218
Kellene Davis, 9635 Atherton Dr., Dallas, TX, 75243
Theresa Thacker, 9635 Atherton Dr., Dallas, TX, 75243
George Stallings, 7025 Hemlock Ave., Dallas, TX, 75231
Judy Clemments, 5815 Swiss Ave., Dallas, TX, 75214
Helen Reeves, 6920 Gaston Ave., Dallas, TX, 75214
Bill Reeves, 6920 Gaston Ave., Dallas, TX, 75214
Bruce Dewberry, 3325 St. Johns Dr., Dallas, TX, 75205
Rodney Adams, 207 Standford Ct., Heath, TX, 75032
Ashley Sissell, 5338 Goodwin Ave., Dallas, TX, 75203
Lee Horn II, 729 Ridgeway St., Dallas, TX, 75214
Stacie Smith, 5831 Vickery Blvd., Dallas, TX, 75206
Jeff McNaughton, 6023 Vickery Blvd., Dallas, TX, 75206
Jonathan Neerman, 8438 Forest Hills Blvd., Dallas, TX, 75218
Note Blackburn, 6629 Gaston Ave., Dallas, TX, 75214
Elizabeth Blackburn, 6629 Gaston Ave., Dallas, TX, 75214
Jason Weeks, 6506 Mercedes Ave., Dallas, TX, 75214
Crystal Orren, 3042 Rambling Dr., Dallas, TX, 75228
Sarah Campbell, 5523 Richard Ave., Dallas, TX, 75206
Bobby Bonds, 6127 Saint Moritz Ave., Dallas, TX, 75214
Jean Bonds, 6127 Saint Moritz Ave., Dallas, TX, 75214

CPC PROPOSED PDD CONDITIONS

SEC. 51P- 931.101. LEGISLATIVE HISTORY.

PD 931 was established by Ordinance No. 29578, passed by the Dallas City Council on December 10, 2014.

SEC. 51P- 931.102. PROPERTY LOCATION AND SIZE.

PD 931 is established on property located on the south line of Bryan Street at North Munger Boulevard and Live Oak Street and on the northwest corner of Bryan Street and Matilda Street. The size of PD 931 is approximately [~~2.222~~] 2.872 acres.

SEC. 51P- 931.103. 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) This district is considered to be a residential zoning district.

SEC. 51P-931.104. CREATION OF TRACTS.

This district is divided into three tracts: Tract 1, Tract 2, and Tract 3 (Exhibit A).

SEC. 51P-931.105. CONCEPTUAL PLAN.

Development and use of the Property must comply with the conceptual plan (Exhibit _____). In the event of a conflict between the provisions of this article and the conceptual plan, the provisions of this article control.

SEC. 51P-931.10[4](6). DEVELOPMENT PLAN.

(a) Development and use of the Property must comply with the development plan (Exhibit _____). In the event of a conflict between the provisions of this article and the development plan, the provisions of this article control.

(b) For all other uses, [N]o development plan is required, and the provisions of Section 51A-4.701 regarding submission or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply.

SEC. 51P- 931.10~~[5]~~(7). MAIN USES PERMITTED.

The only main uses permitted are those main uses permitted in the MF-2(A) Multifamily District, subject to the same conditions applicable in the MF-2(A) Multifamily District, as set out in Chapter 51A. For example, a use permitted in the MF-2(A) Multifamily 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 MF-2(A) Multifamily District is subject to DIR in this district; etc.

(a) The following additional uses are permitted:

(1) Tract 1:

- Church

(2) Tract 2

- Office
- Surface parking [only in conjunction with a church].

(3) Tract 3

Office use in conjunction with a church use

- Surface parking [only in conjunction with a church].

SEC. 51P-931.10~~[6]~~(8). ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

SEC. 51P-931.10~~[7]~~(9). YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard lot, and space regulations in the sections must be read together with the yard, lot, and space regulations in Divisions 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 MF-2-(A) Multifamily District apply.

(b) Height.

(1) Maximum structure height for buildings existing on December 10, 2014 is:

(A) 32 feet for the parsonage; and

(B) 45 feet for the sanctuary and church building ~~[and college];~~
and

(C) 32 feet for the office use associated with a church use.

(2) A steeple may project up to 20 feet above the maximum structure heights in Paragraph (b)(1).

SEC. 51P-931.1[08]10. OFF-STREET PARKING AND LOADING.

(a) Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) A minimum of 78 off-street parking spaces are required for the combined church; convent or monastery; and an office use in conjunction with a church use ~~[college, university or seminary uses].~~

(c) This district is considered one lot for purposes of off-street parking.

SEC. 51P-931.1[09]11. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P- 931.11[0]2. LANDSCAPING.

(a) Landscaping must be provided in accordance with Article X.

(b) Except as provided in this section for Tract 2 and Tract 3 for a church in conjunction with surface parking, the following is required:

(i) A minimum of two (2) street trees must be planted on the Tract prior to the issuance of a certificate of occupancy.

(ii) In addition to the required street trees a minimum of three (3) other large trees must be planted prior to the issuance of a certificate of occupancy.

(iii) A minimum ten-foot landscape buffer strip must be provided along the north side of either Tract.

(iv) A minimum five (5) foot landscape buffer must be provided on the east side of Tract 2 and the west side of Tract 3.

(v) A minimum 3-foot wide landscape area along Matilda Street is required.

~~[(b)]~~(c) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P- 931.113. SCREENING.

(a) Except as provided in this section for a surface parking in conjunction with church use, a solid screening with a minimum height of six (6) feet must be installed prior to the issuance of a certificate of occupancy located on Tract 2 and/or Tract 3. The solid screening must be provided on the north and west sides of Tract 2 and the north and east side of Tract 3.

(b) Tract 2. A minimum of a three foot tall screening on the east side of Tract 2 is required.

SEC. 51P-931.11~~[1]~~(4). **SIGNS.**

Signs must comply with the provisions for non-business zoning districts in Article VII.

SEC. 51P-931.11~~[2]~~(5). **ADDITIONAL PROVISIONS.**

(a) The Property must be properly maintained in a state of good repair and neat appearance.

(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules and regulations of the city.

(c) Except in Tract 2 and Tract 3 with parking in conjunction with a church use, an automatic sprinkler system is required.

~~[(e) Enrollment for a college, university, or seminary is limited to a maximum enrollment of 150 students.]~~

SEC. 51P-931.11~~[3]~~(6). **COMPLIANCE WITH CONDITIONS.**

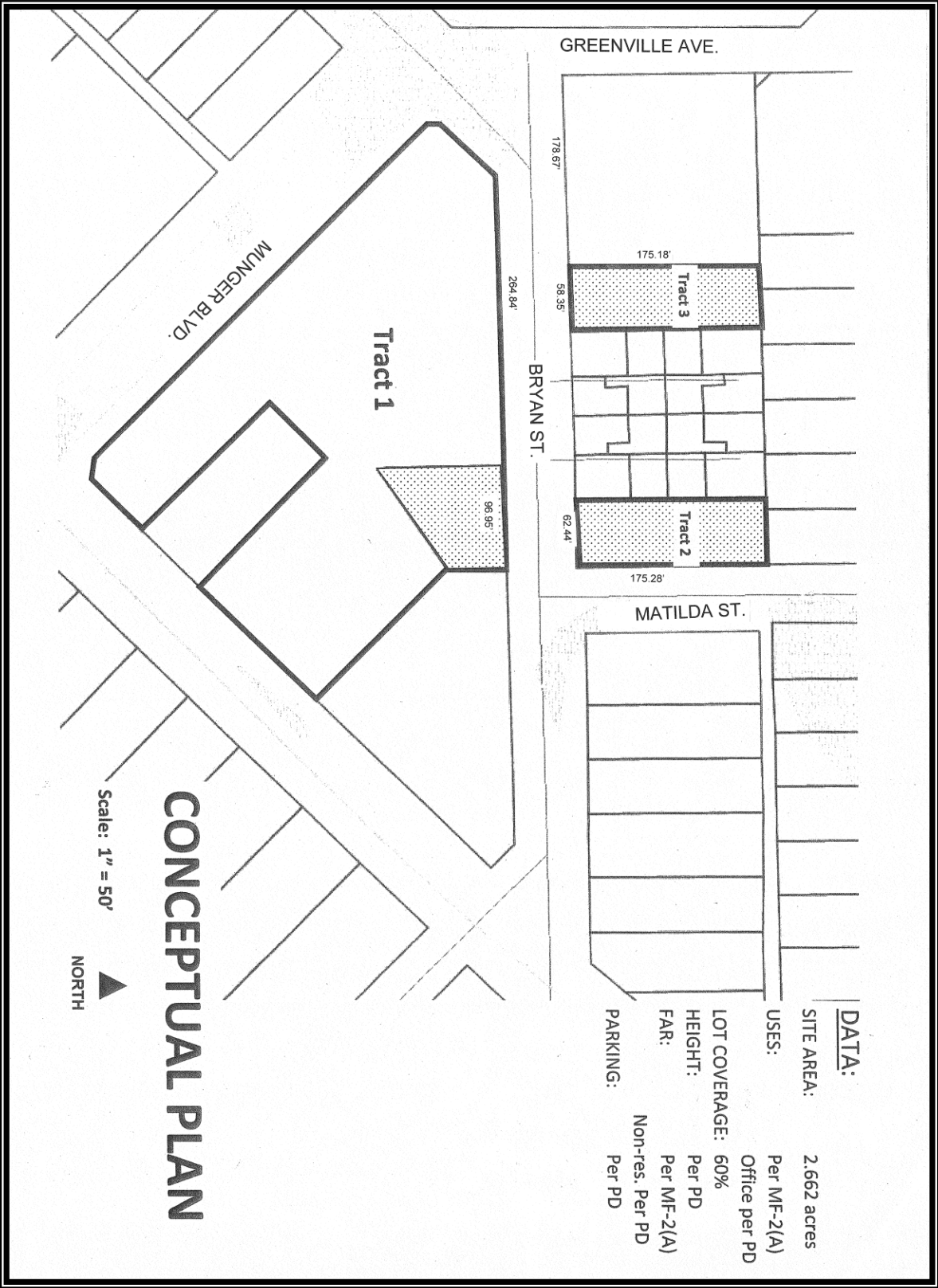
(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

(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

Z156-351(WE)

compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.

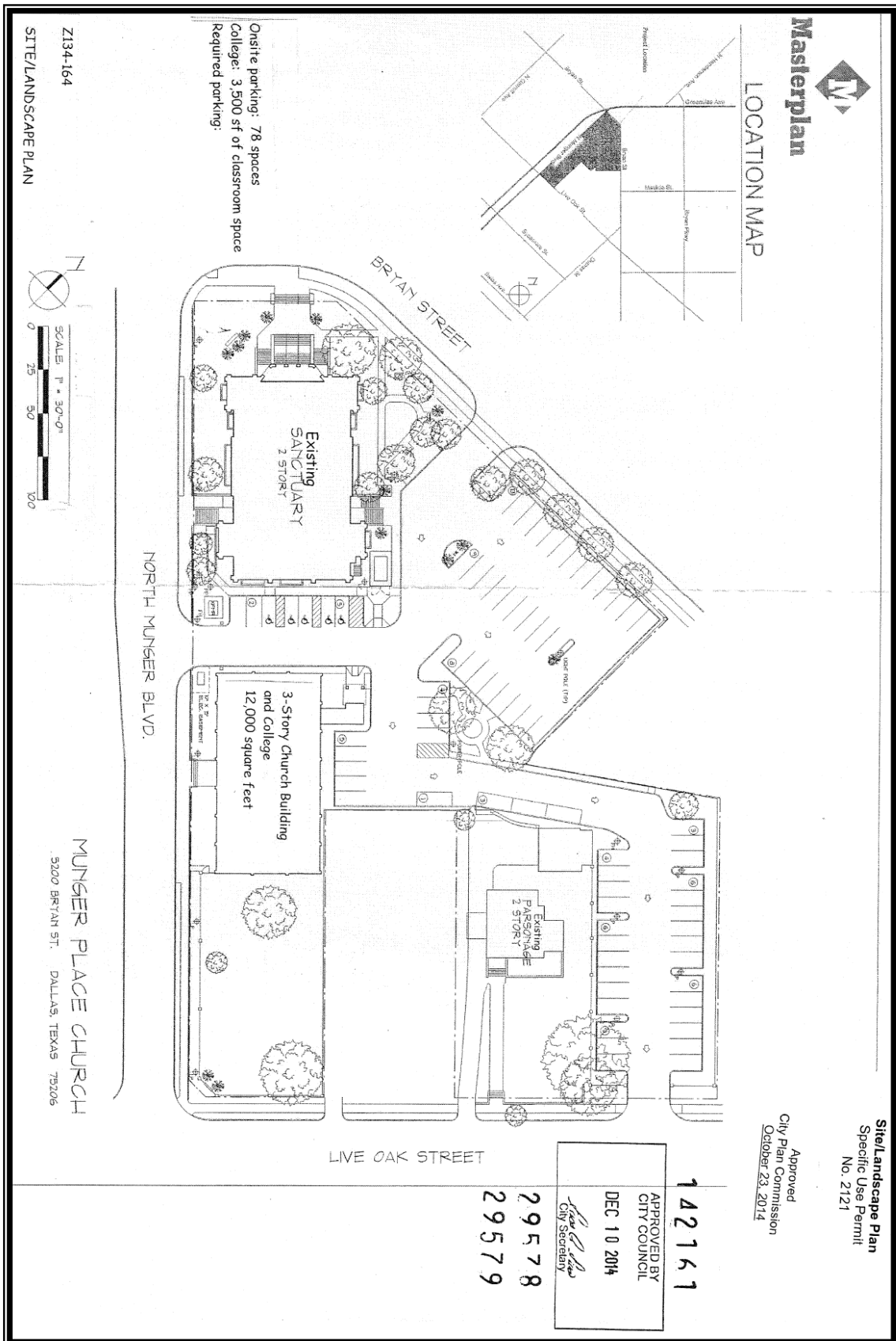
PROPOSED CONCEPTUAL PLAN



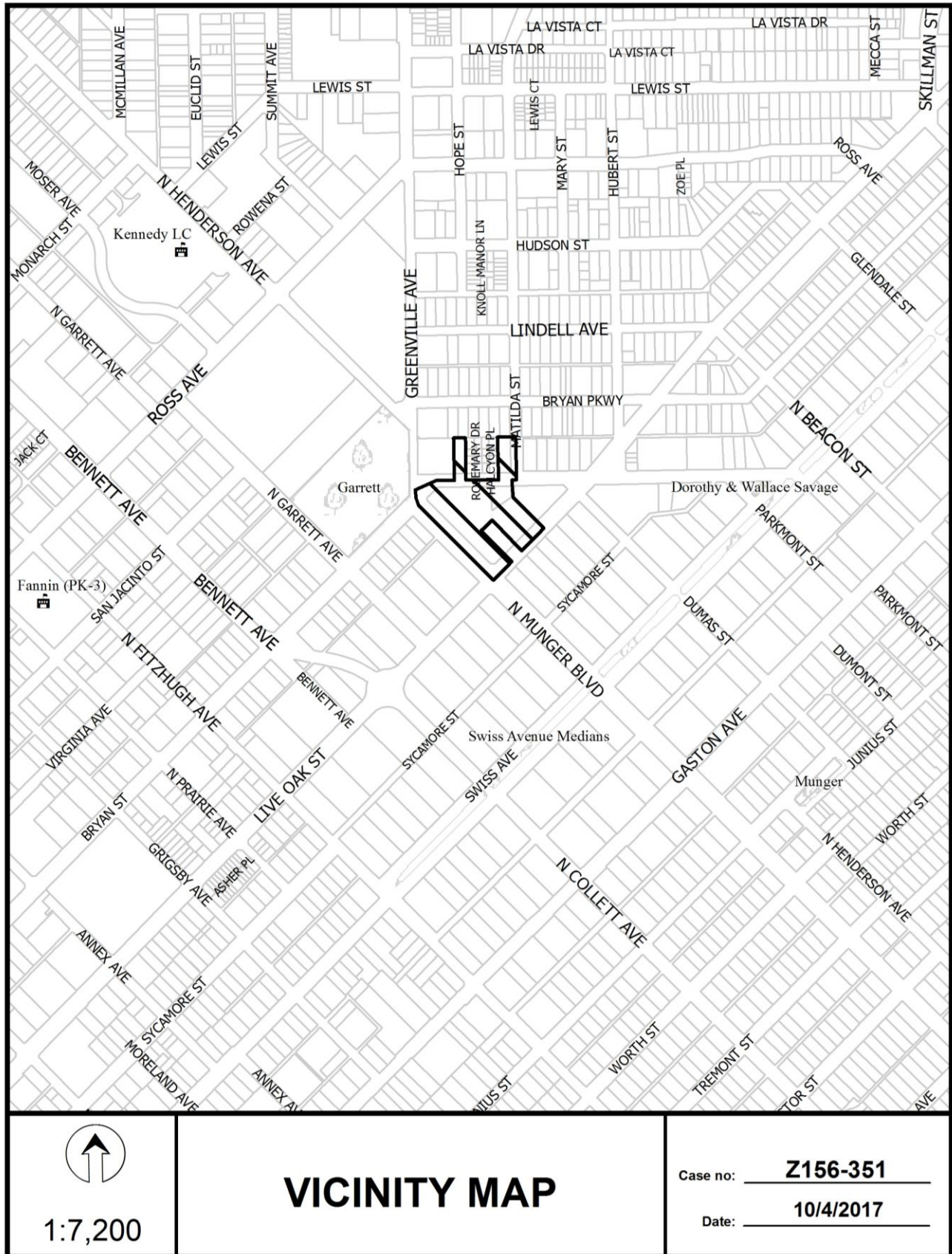
TERMINATION OF SUP No. 2121

1. ~~USE: The only use authorized by this specific use permit is a college, university, or seminary.~~
2. ~~SITE PLAN: Use and development of the Property must comply with the attached site/landscape plan.~~
3. ~~TIME LIMIT: This specific use permit expires on December 10, 2020.~~
4. ~~LANDSCAPING:~~
 - A. ~~Landscaping must be provided as shown on the attached site/landscape plan.~~
 - B. ~~Plant materials must be maintained in a healthy, growing condition.~~
5. ~~HOURS OF OPERATION: The college, university, or seminary may only operate between 7:30 a.m. and 10:30 p.m., Monday through Friday; 10:30 a.m. and 10:30p.m., Saturday; and 1:30p.m. and 10:30p.m., Sunday.~~
6. ~~OUTDOOR SPEAKERS: The use outside speakers is prohibited.~~
7. ~~PARKING:~~
 - A. ~~A minimum of 78 off-street parking spaces must be provided in the location shown on the attached site/landscape plan.~~
 - B. ~~A parking analysis must be submitted with each request for renewal of this specific use permit and the parking analysis must be considered in determining adequate parking.~~
8. ~~MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.~~
9. ~~GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.~~

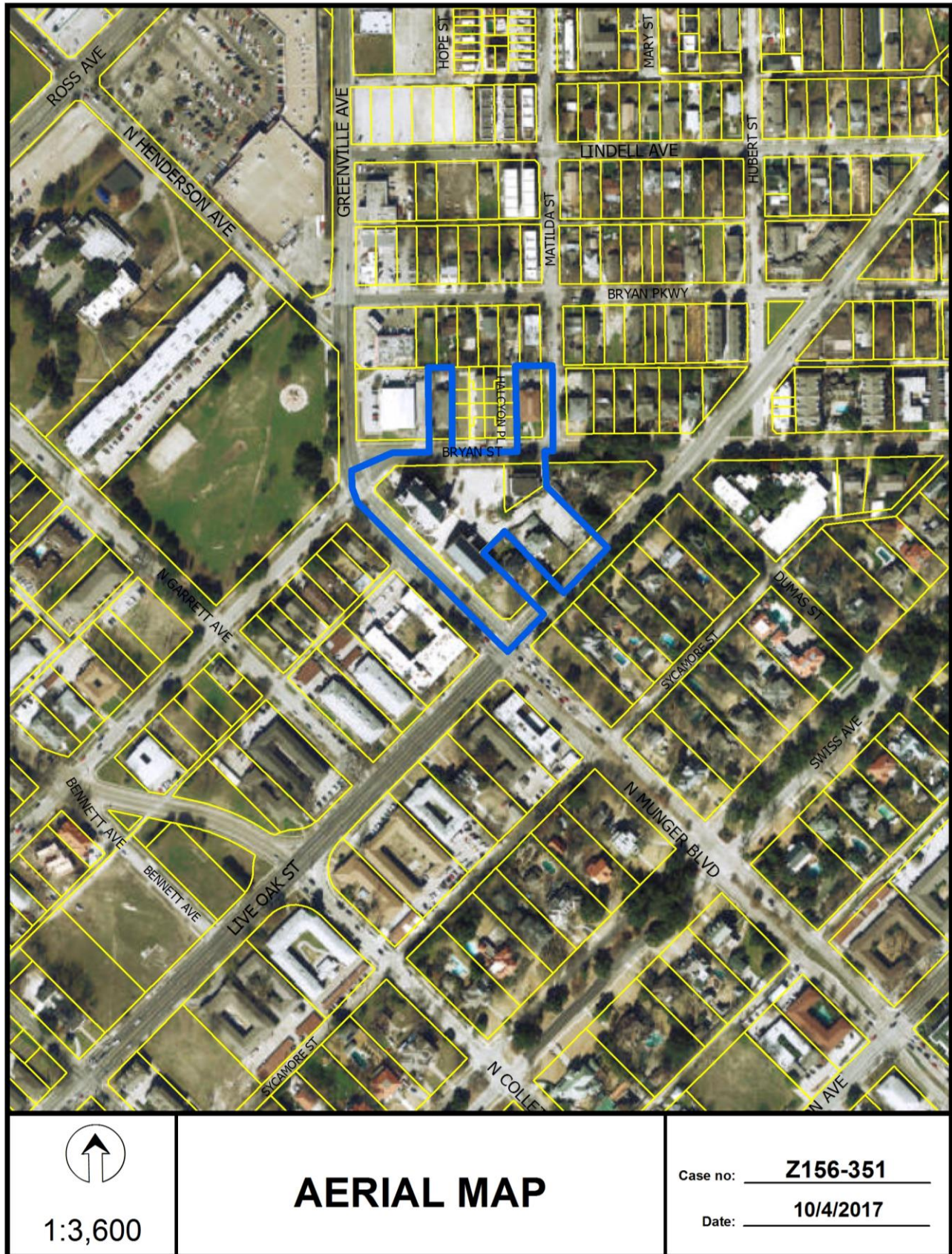
EXISTING SITE PLAN

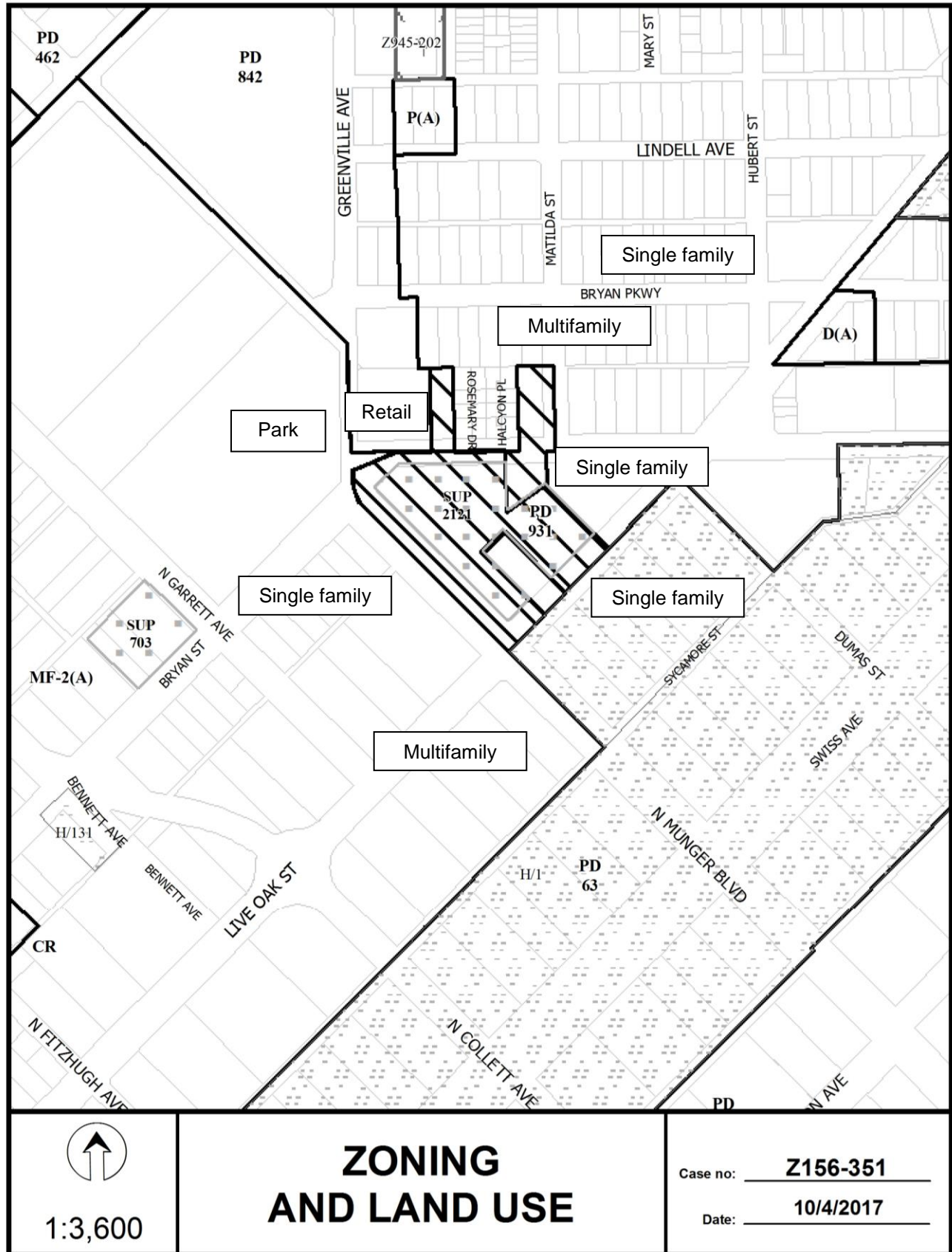


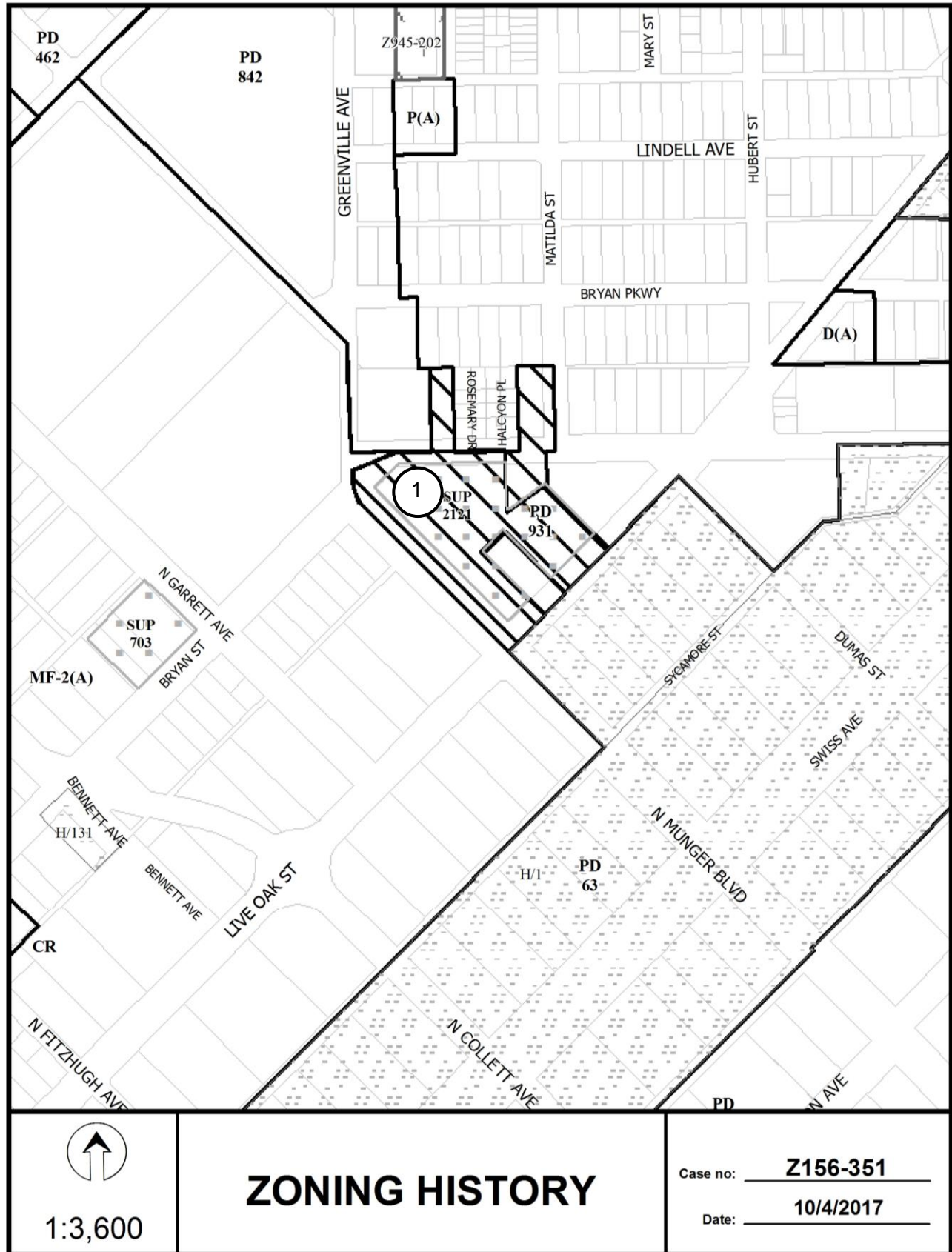
Z156-351(WE)



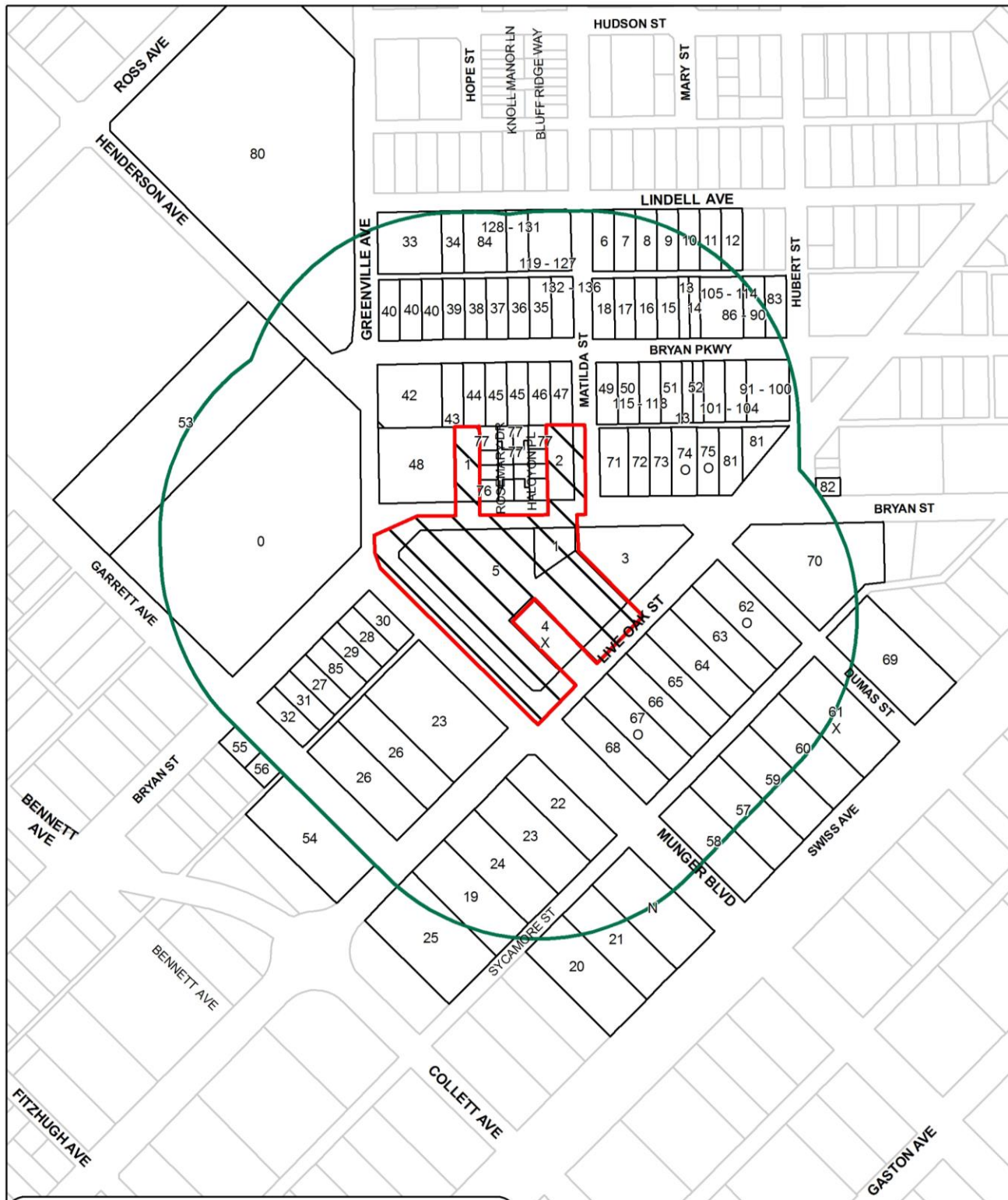
Z156-351(WE)







CPC RESPONSES



<u>135</u>	Property Owners Notified (116 parcels)
<u>4</u>	Replies in Favor (4 parcels)
<u>2</u>	Replies in Opposition (2 parcels)
<u>500'</u>	Area of Notification
<u>11/9/2017</u>	Date

Z156-351
CPC



1:3,600

Notification List of Property

Z156-351

136 Property Owners Notified 4 Property Owners in Favor 2 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	5217 BRYAN ST	HIGHLAND PARK UNITED
	2	5233 BRYAN ST	HIGHLAND PARK UNITED METHODIST
	3	5315 LIVE OAK ST	REEVES BRADFORD &
X	4	5211 LIVE OAK ST	RODGERS WANDA E
	5	5200 BRYAN ST	MUNGER PLACE UNITED METHODIST CHURCH
	6	5702 LINDELL AVE	CRISPIN JAVIER & ANGELA
	7	5706 LINDELL AVE	BURGER JOHN M &
	8	5708 LINDELL AVE	DELCAMPO ISIDRO & ADELA
	9	5714 LINDELL AVE	ORTEGA J ANTONIO &
	10	5802 LINDELL AVE	DOTTER DOUGLAS A
	11	5804 LINDELL AVE	PALOMO ALFONSO M &
	12	5808 LINDELL AVE	CCL INVESTMENT INC
	13	5801 BRYAN PKWY	BAYMAR HOTELS AND PROPERTIES INC
	14	5803 BRYAN PKWY	FRENCH JOSEPH H JR
	15	5717 BRYAN PKWY	LOZANO CONCEPCION LOPEZ
	16	5711 BRYAN PKWY	5711 BRYAN DEVELOPMENT LLC
	17	5705 BRYAN PKWY	BRYAN PKWY LLC
	18	5701 BRYAN PKWY	MUNGUIA MARICELA MARTINEZ
	19	5106 LIVE OAK ST	FOX HILL JV
	20	5105 SWISS AVE	WAISANEN LARRY JOHN &
	21	5109 SWISS AVE	SCHWARTZ ROBERT C JR
	22	5124 LIVE OAK ST	BISANI AUGUSTO & VERONIKA
	23	5118 LIVE OAK ST	ROLLING CASH UPPER E LP
	24	5110 LIVE OAK ST	ST GERMAIN FOUNDATION
	25	5010 LIVE OAK ST	RIVIERA APARTMENTS LLC
	26	5103 LIVE OAK ST	KROVETZ CHARLES

11/08/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	5110	BRYAN ST	REASER ANN M
28	5122	BRYAN ST	CONTE ANTHONY
29	5118	BRYAN ST	SHEFFIELD CHARLES S
30	5126	BRYAN ST	SEELEY EVAN & LISA
31	5108	BRYAN ST	REASER ANN M &
32	5100	BRYAN ST	PRA PROPERTIES LLC
33	1430	GREENVILLE AVE	GOLDEN HAWKINS II
34	5514	LINDELL AVE	ALVARADO MARIA
35	5615	BRYAN PKWY	DALLAS PARKWAY DEVELOPMENTS LLC
36	5611	BRYAN PKWY	TIRADO MARIA CARMEN
37	5605	BRYAN PKWY	5605 BRYAN PARKWAY LLC
38	5601	BRYAN PKWY	SOUTHERN METHODIST UNIVERSITY
39	5515	BRYAN PKWY	5515 BRYAN PARKWAY LLC
40	5509	BRYAN PKWY	DALLAS MARS PARTNERS LTD
41	1406	GREENVILLE AVE	AGUINAGA JOHNNY
42	1406	GREENVILLE AVE	BILLWILL PROPERTIES LLC
43	5512	BRYAN PKWY	KONARK REAL ESTATE ENTERPRISES
44	5600	BRYAN PKWY	DELCAMPO FRANCISCO &
45	5606	BRYAN PKWY	DALLAS SUNDOWN PPTY INVESTMENTS LLC
46	5612	BRYAN PKWY	RIOS PABLO & MARCELLA
47	5616	BRYAN PKWY	MILLIE REAL ESTATE LLC
48	1300	GREENVILLE AVE	GREGG GUION III
49	5702	BRYAN PKWY	GILMORE RALPH CURTIS
50	5704	BRYAN PKWY	MONTES ROSA GONZALES &
51	5714	BRYAN PKWY	DALLAS PARKWAY DEVELOPMENT LLC
52	5804	BRYAN PKWY	SANDMAN ZACHARY
53	1500	N GARRETT AVE	MINISTRY WITH THE AGING INC
54	5027	LIVE OAK ST	ROLLING CASH AMBASSADOR LP
55	5030	BRYAN ST	MORENO JANIE G
56	1325	N GARRETT AVE	ASPAHA ASTER &
57	5215	SWISS AVE	KUESEL GEORGE KENT &

11/08/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	5205 SWISS AVE	NEEDHAM TRESA ANN
	59	5303 SWISS AVE	DUPUY ROBERT W &
	60	5305 SWISS AVE	BUSER JOHN P & ANN J
X	61	5323 SWISS AVE	PALMLUND LIVING TRUST
O	62	5320 LIVE OAK ST	WHISNANT ROBERT A JR
	63	5316 LIVE OAK ST	DESMEDT YVO G & LIBERT ANN M
	64	5310 LIVE OAK ST	CARROLL LORRAINE MARIE
	65	5220 LIVE OAK ST	LOPEZ DAVID & REBECCA RUTH
	66	5214 LIVE OAK ST	CARSON JOHN C
O	67	5204 LIVE OAK ST	PHILLIPS GUYMON H & NANCY E
	68	5202 LIVE OAK ST	GRAHAM STEPHEN & DINAH
	69	5405 SWISS AVE	MCCOLL CASSANDRA A & ARCHIBALD C III
	70	5400 LIVE OAK ST	C & B POWER 5400 INC
	71	5303 BRYAN ST	ELITE PLACE INV LLC
	72	5305 BRYAN ST	LEWIS DANIELLE
	73	5309 BRYAN ST	AMUNDSON CAROLYN MARIE &
O	74	5313 BRYAN ST	MADDEN CHRISTOPHER J
O	75	5319 BRYAN ST	BESLY STEVEN L & SARA K
	76	1301 ROSEMARY DR	DFW SYNERGY LLC
	77	1303 ROSEMARY DR	DFW SYNERGY LLC
	78	1302 ROSEMARY DR	WILSON JENNIFER MICHELLE
	79	1308 ROSEMARY DR	SYBILLE CHRISTOPHER
	80	5334 ROSS AVE	ROSS HENDERSON DEV GROUP
	81	5321 BRYAN ST	TGHM PROPERTIES LP
	82	1302 HUBERT ST	PALAS DIANA
	83	1415 HUBERT ST	JONES MILLER LLC
	84	5604 LINDELL AVE	JM RES LLC
	86	5815 BRYAN PKWY	STYERS ALEX C & JENNIFER L
	87	5815 BRYAN PKWY	DAVENPORT BRITTANY &
	88	5815 BRYAN PKWY	CRAWFORD MARGARET ELLEN
	89	5815 BRYAN PKWY	TURNER CALLI

11/08/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
90	5815	BRYAN PKWY	MCGHEE JORDAN C
91	5820	BRYAN PKWY	ADAIR AMBER MICHELLE
92	5820	BRYAN PKWY	BERNARD ALLIE &
93	5820	BRYAN PKWY	PIERCE CHRISTIAN JOSEPH & HEATHER C
94	5820	BRYAN PKWY	DUFFY WILLIAM Z & JENNIFER L
95	5820	BRYAN PKWY	MJF HOLDINGS LLC
96	5814	BRYAN PKWY	JOHNSON JOHN P JR
97	5814	BRYAN PKWY	PARRISH KRISTEN N
98	5814	BRYAN PKWY	MINWALLA JAMSHEED
99	5814	BRYAN PKWY	ABEDIAN ESMAEIL & LAILA REVOCABLE
100	5814	BRYAN PKWY	PEARSON GRANT E
101	5810	BRYAN PKWY	GALLIVAN MARK
102	5810	BRYAN PKWY	CENICEROS GEORGE
103	5810	BRYAN PKWY	HART JONATHAN &
104	5810	BRYAN PKWY	SHIREY JOSEPH & TAMMY
105	5807	BRYAN PKWY	HUDSON ROBERT READ &
106	5807	BRYAN PKWY	SEAVITT LUKE
107	5807	BRYAN PKWY	ARAZA RESLEY L
108	5807	BRYAN PKWY	KRAMER MEREDITH KATHRYN
109	5807	BRYAN PKWY	KILMARTIN BRIAN D JR &
110	5811	BRYAN PKWY	GARCIA MELISSA
111	5811	BRYAN PKWY	PL 5811 BRYAN LLC
112	5811	BRYAN PKWY	MARROQUIN CARLOS
113	5811	BRYAN PKWY	SCHIATTARELLA GABRIELE G &
114	5811	BRYAN PKWY	MATEOS FABIOLA
115	5708	BRYAN PKWY	FEUILLADE VINCENT &
116	5708	BRYAN PKWY	HYNE LISA
117	5708	BRYAN PKWY	NORWOOD JOSHUAN LEE &
118	5708	BRYAN PKWY	SMITH MICHELLE DAWN
119	5618	LINDELL AVE	RAMEY LINDSEY
120	5618	LINDELL AVE	WILSON DAVID & MICHELLE

11/08/2017

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	121	5618 LINDELL AVE	VO THANHLY
	122	5618 LINDELL AVE	PHILIPS LAURA
	123	5618 LINDELL AVE	NIPP JUSTIN
	124	5618 LINDELL AVE	NOTT CYNTHIA
	125	5618 LINDELL AVE	ROBINSON SHELIA DENISE
	126	5618 LINDELL AVE	LEWIS GRENVILLE V
	127	5618 LINDELL AVE	HUMPHREY TRACI
	128	5608 LINDELL AVE	JARBOE SONYA M
	129	5608 LINDELL AVE	FREEDMAN PAUL
	130	5608 LINDELL AVE	5608 LINDELL LLC
	131	5608 LINDELL AVE	5608 LINDELL LLC
	132	5617 BRYAN PKWY	SEPANIK HOLDINGS INC
	133	5617 BRYAN PKWY	JONES LAMAR L
	134	5617 BRYAN PKWY	RIVERA ALEX
	135	5617 BRYAN PKWY	ISYA
	136	5617 BRYAN PKWY	WHEATON KRISTIN A

AGENDA ITEM # 44

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): 6

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 59 G

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to, and an expansion of, Specific Use Permit No. 1718 for tower/antenna for cellular communication on property zoned a CR Community Retail District with a D Liquor Control Overlay and existing deed restrictions [Z801-138] on a portion, on the west line of Midway Road and the north line of West Northwest Highway

Recommendation of Staff and CPC: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site/elevation plan and conditions

Z167-234(WE)

Note: This item was considered by the City Council at a public hearing on January 24, 2018, and was deferred until February 14, 2018, with the public hearing open

FILE NUMBER: Z167-234(WE) **DATE FILED:** March 3, 2017
LOCATION: On the west line of Midway Road and the north line of West Northwest Highway
COUNCIL DISTRICT: 6 **MAPSCO:** 59 G
SIZE OF REQUEST: Approx. 1.16 acres **CENSUS TRACT:** 94.02

APPLICANT: Danial Nutt [AT&T]

OWNER: Sandy Owens

REPRESENTATIVE: Jeremy Baldwin

REQUEST: An application for an amendment to, and an expansion of, Specific Use Permit No. 1718 for tower/antenna for cellular communication on property zoned a CR Community Retail District with a D Liquor Control Overlay and existing deed restrictions [Z801-138] on a portion.

SUMMARY: The purpose of this request is to relocate the existing auxiliary building housing electronic and communication equipment for the existing tower/antenna for cellular communication tower [AT&T]. The existing tower/antenna will remain at its present location.

STAFF RECOMMENDATION: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site/elevation plan and conditions.

CPC RECOMMENDATION: Approval for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site/elevation plan and conditions.

BACKGROUND INFORMATION:

- The applicant's request for an amendment to, and an expansion of, Specific Use Permit No. 1718 will allow for the relocation of an existing auxiliary building housing electronic and communication equipment for the tower/antenna for cellular communication tower.
- The existing location and height of the cellular tower will not change. The maximum height of the existing cellular tower will not exceed 65 feet above grade. Even though the approved site plan shows a maximum height of 78 feet, the cellular tower was built a maximum height of 65 feet.
- The existing deed restrictions will remain on a portion of the site, and will continue to prohibit the following uses on that portion of the site: inside commercial amusement, including modeling studios; steam baths and massage parlors, bar, lounge or tavern; restaurant; barber and beauty shops; beverage store; second-hand store; pawn shop; Army/Navy stores, discount stores, government "surplus" stores, wholesale or factory outlets and any use that exhibits lewd or pornographic material. In addition, the restrictions prohibit all buildings to one story and a total structure height not to exceed 24 feet, which includes the roof, canopies, and attached signs.
- The request site is adjacent to single family dwellings to the north, and a one-story retail strip development to the west. Properties east of the site, across Midway Road, consist of various retail and personal service uses. South of the site is developed with a general merchandise or food store with a fueling station. Additional properties, south of the site, across West Northwest Highway is developed with a church use and an undeveloped tract of land.

Zoning History: There has not been any zoning changes request in the area for the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Midway Road	Minor Arterial	100 ft.	100 ft.
West Northwest Highway	Principal Arterial	100 ft.	100 ft.

Land Use:

	Zoning	Land Use
Site	CR-D	Office, Cellular tower, Car wash
North	R-10(A)	Single Family
South	R-7.5(A), CR-D-1	Single Family, Church, General merchandise or food store with fueling station
East	PDD No. 70	Retail and personal service
West	PDD No. 851	Retail and personal service

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.

There are no goals or policies supporting or opposing the request.

STAFF ANALYSIS:

Land Use Compatibility: The request is developed with an office and car wash. The applicant's request for an amendment to, and an expansion of, Specific Use Permit No. 1718 will allow for the relocation of an existing auxiliary building housing electronic and communication equipment for the tower/antenna for cellular communication tower. The existing 65-foot cellular tower will remain at its current location, which is located north of an existing general merchandise or food store with a fueling station. The applicant proposes to raze the existing office and car wash use to construct a CVS pharmacy on the site. As a result of the location of the CVS Pharmacy, the applicant needs to relocate the auxiliary building housing electronic and communication equipment.

A portion of the request site has existing deed restrictions, which will remain on the property. The deed restrictions prohibit the following uses: inside commercial amusement, including modeling studios; steam baths and massage parlors, bar, lounge or tavern; restaurant; barber and beauty shops; beverage store; second-hand store; pawn shop; Army/Navy stores, discount stores, government "surplus" stores, wholesale or factory outlets and any use that exhibits lewd or pornographic material. In addition, the restrictions prohibit all buildings to one story and a total structure height not to exceed 24-feet, which includes the roof, canopies, and attached signs.

The request site is adjacent to single family dwellings to the north, and a one-story retail strip development to the west. Properties east of the site, across Midway Road, consist

of various retail and personal service uses. South of the site is developed with a general merchandise or food store with a fueling station. Additional properties, south of the site, across West Northwest Highway is developed with a church use and an undeveloped tract of land.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The applicant's request is consistent with the intent of the Dallas Development Code which stipulates that a monopole cellular tower is exempt from residential proximity slope height restrictions if an SUP is required for the monopole cellular use and the impact of the tower height on an adjacent residential district is considered in the SUP process.

Although the subject site is adjacent to residential uses, the monopole tower will enhance the vital communication service throughout the area. The location of the existing monopole will not change. In September 2011, the City Council approve Specific Use Permit No. 1718 for a tower/antenna for cellular communication for a ten-year period with eligibility for automatic renewals for additional ten-year periods. The amendment to, and expansion of, SUP No. 1718 will permit the relocation of the existing auxiliary building housing electronic and communication equipment for the tower/antenna for cellular communication tower.

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
CR Community retail	15'	20' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office

Landscaping: In general, landscaping must be provided in accordance with the landscaping requirements in Article X, as amended.

Traffic: The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that it will not impact the

surrounding street system for the proposed development.

Parking: Parking will be provided in accordance to the parking requirements in the Dallas Development Code, as amended, which is one space if the cellular communication tower/antenna has an auxiliary building housing electronic and communication equipment (“auxiliary building”) greater than 120 square feet. The auxiliary building is greater than 120 square feet, therefore one parking space is required for this use. The applicant is providing one space on site.

CPC Action (November 30, 2017)

Motion I: It was moved to recommend **approval** of an amendment to, and an expansion of, Specific Use Permit No. 1718 for tower/antenna for cellular communication for a ten-year period with eligibility for automatic renewals for additional ten-year periods, subject to a revised site plan, elevation plan and conditions on property zoned a CR Community Retail District with a D Liquor Control Overlay and existing deed restrictions [Z801-138] on a portion, on the west line of Midway Road and the north line of West Northwest Highway.

Maker: Carpenter
Second: Houston
Result: Failed: 6 to 5

For: 6 - Rieves*, Houston, Shidid, Carpenter,
Lavallaissa, Tarpley

Against: 5 - West, Davis, Housewright, Schultz, Murphy
Absent: 1 - Mack
Vacancy: 0
Conflict: 3 - Jung, Peadon, Ridley

*out of the room, shown voting in favor

Note: At the public hearing the Chair erroneously indicated Motion I had failed. However, Commissioner Rieves was out of the room and should have been shown in favor.

Motion II: It was moved to recommend **approval** of an amendment to, and an expansion of, Specific Use Permit No. 1718 for tower/antenna for cellular communication for a ten-year period, subject to a revised site plan, elevation plan and conditions on property zoned a CR Community Retail District with a D Liquor Control Overlay and existing deed restrictions [Z801-138] on a portion, on the west line of Midway Road and the north line of West Northwest Highway.

Maker: Schultz
Second: Murphy
Result: Carried: 11 to 0

For: 11 - West, Rieves*, Houston, Davis, Shidid,
Carpenter, Lavallaissa, Housewright, Schultz,
Murphy, Tarpley

Z167-234(WE)

Against: 0
Absent: 1 - Mack
Vacancy: 0
Conflict: 3 - Jung, Peadon, Ridley

*out of the room, shown voting in favor

Note: Motion II was null and void.

Notices: Area: 300 Mailed: 15
Replies: For: 1 Against: 0

Speakers: For: David Prejean, 5566 Waneta Dr., Dallas, TX, 75209
Against: None

<p>LIST OF OFFICERS [AT&T]</p>
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AT&T – Corporate Governance

Randall L. Stephenson – Chairman & Chief Executive Officer

Matthew K. Rose – Lead Director

Samuel A. Di Piazza, Jr. - Director

Richard W. Fisher - Director

Scott T. Ford - Director

Glenn H. Hutchins - Director

William E. Kennard - Director

Michael B. McCallister - Director

Beth E. Mooney - Director

Joyce M. Roche - Director

Cynthia B. Taylor - Director

Laura D'Andrea Tyson - Director

Geoffrey Y. Yang - Director

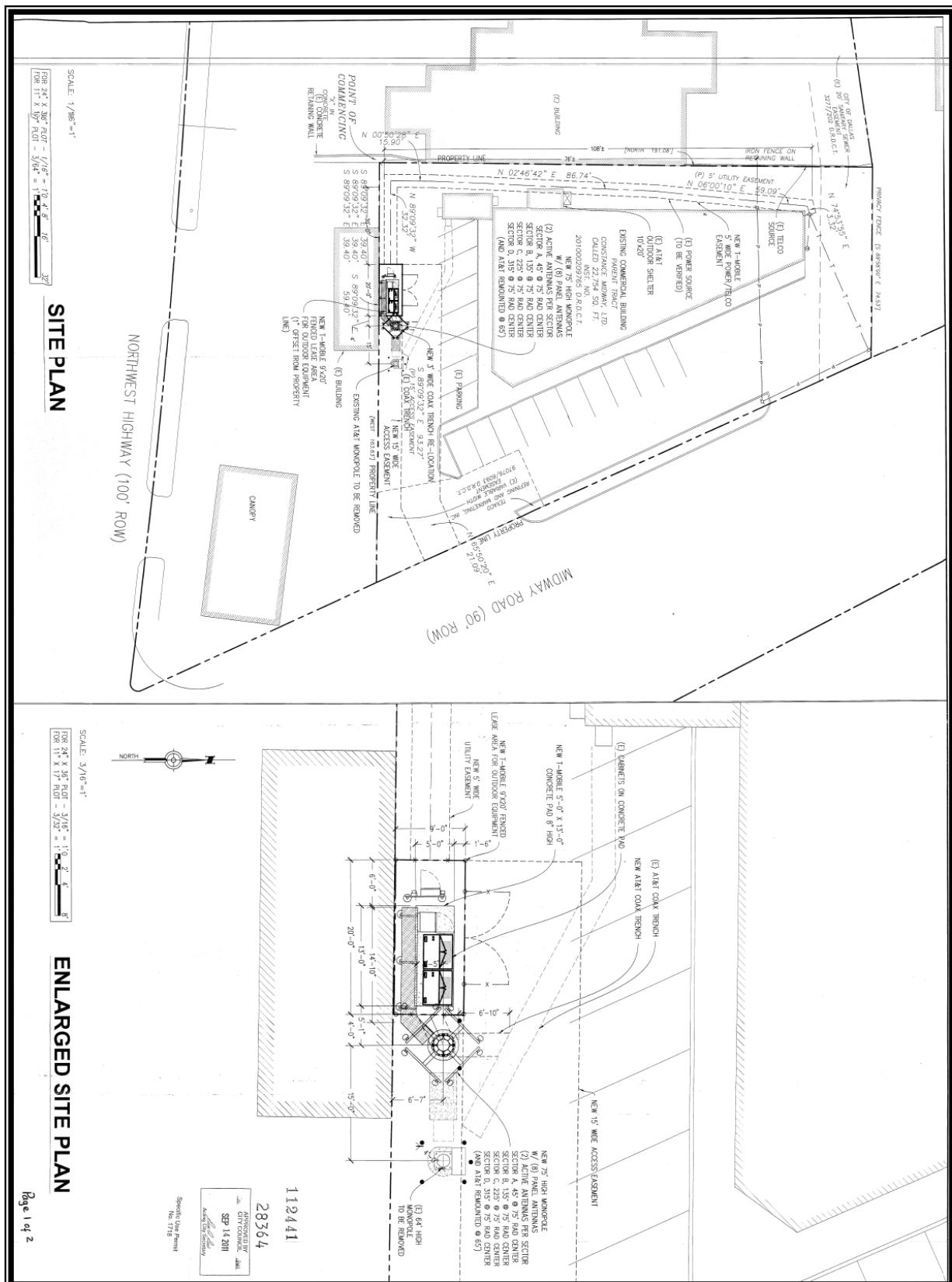
CPC PROPOSED SUP CONDITIONS

1. **USE:** The only use authorized by this specific use permit is a tower/antenna for cellular communication.
2. **SITE PLAN:** Use and development of the Property must comply with the attached site/elevation plan.
3. **TIME LIMIT:** This specific use permit expires on [September 14, 2021], (ten years from the passage of the ordinance), but is eligible for automatic renewal for additional 10-year periods, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for application for automatic renewal is strictly enforced.)
4. **HEIGHT:** The tower/antenna for cellular communication may not exceed [78] 65 feet in height.
5. **LIGHTING.** The tower/antenna for cellular communication may not be illuminated, as required by the Federal Aviation Administration.
6. **COMMUNICATION TOWER:** Any tower/antenna for cellular communication over 65 feet in height must be constructed to support the antenna arrays for at least two other wireless communication carriers, and the tower/antenna for cellular communication must be made available to other carriers upon reasonable terms.
7. **SHARED USE WITH OTHER CARRIERS:** Any tower/antenna for cellular communication must be constructed to support the antenna arrays for at least two other wireless communications carriers, and the tower/antenna for cellular communication must be made available to other carriers upon reasonable terms.
8. **SIGNAGE:** No signs may be attached to the tower/antenna for cellular communication.
9. **MAINTENANCE:** The Property must be properly maintained in a state of good repair and neat appearance.
10. **GENERAL REQUIREMENTS:** Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.



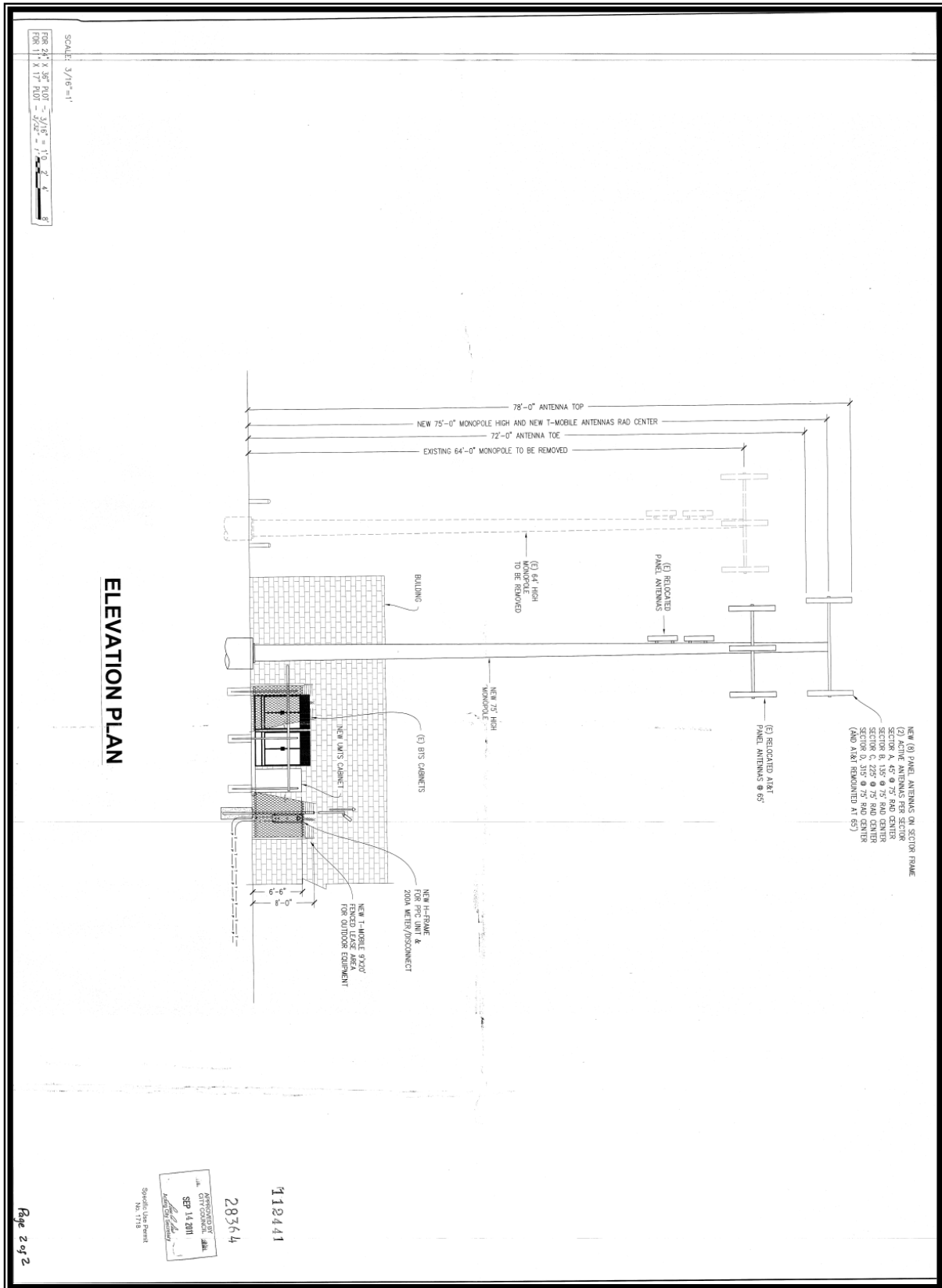
EXISTING SITE PLAN

Page 1 of 2

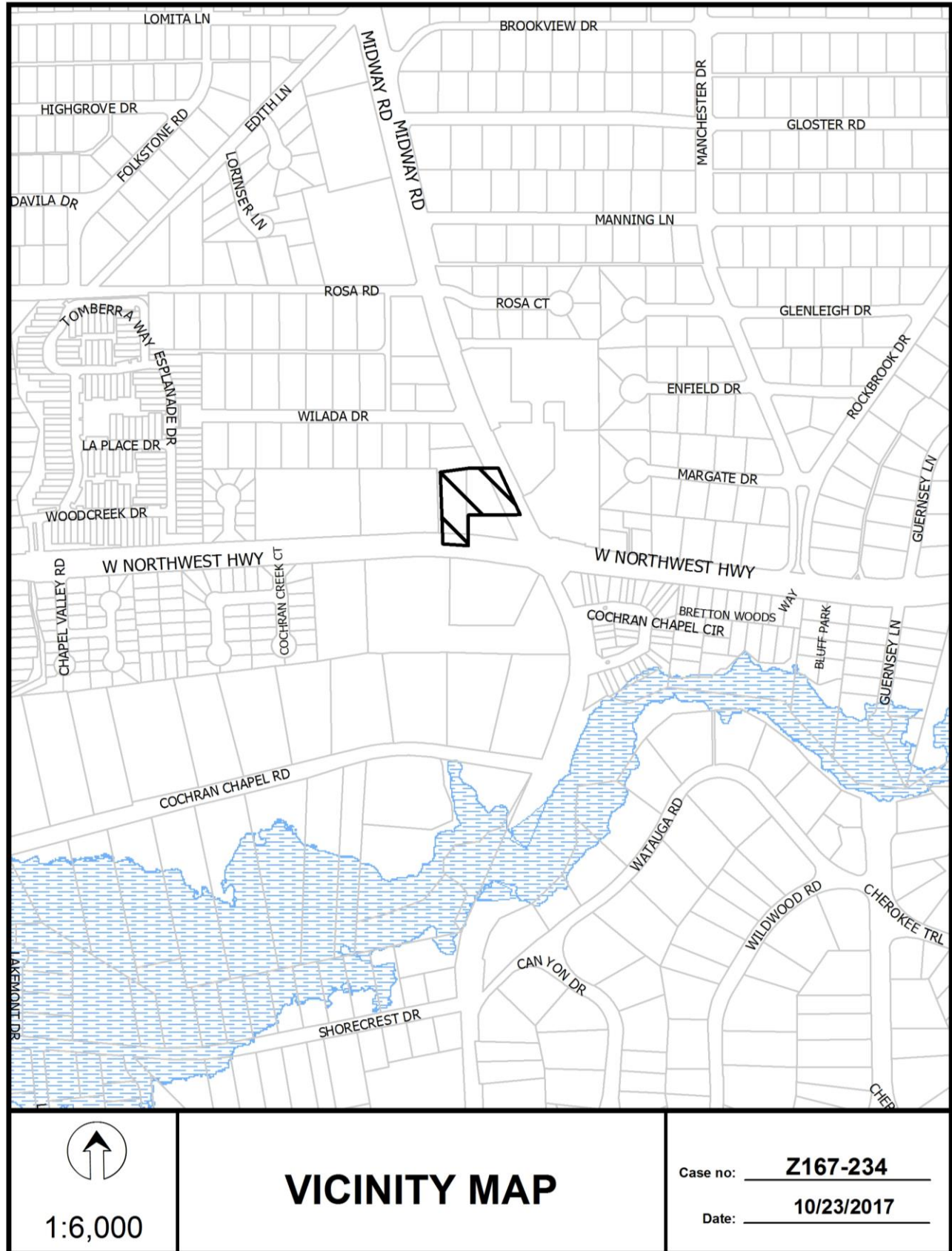


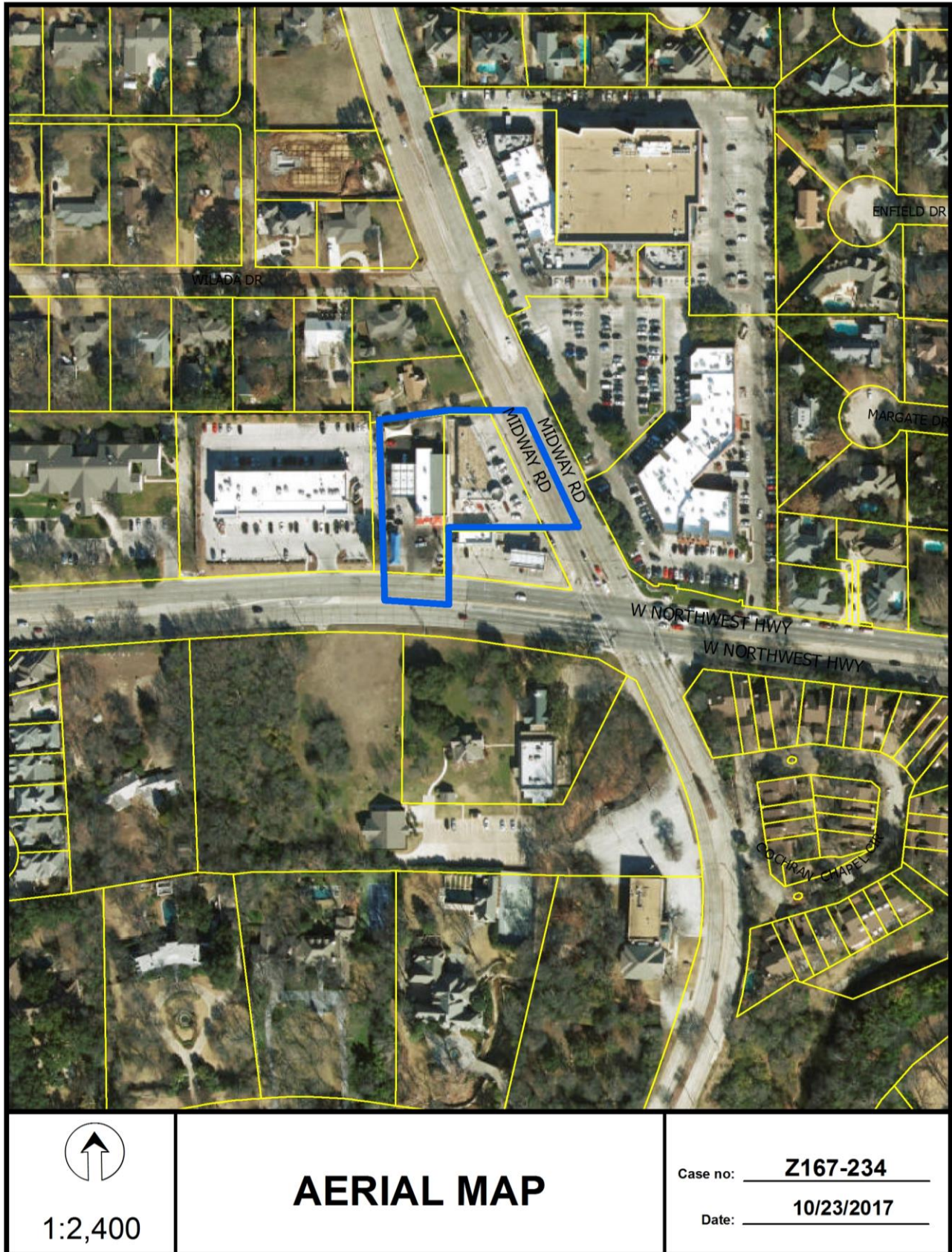
EXISTING SITE PLAN

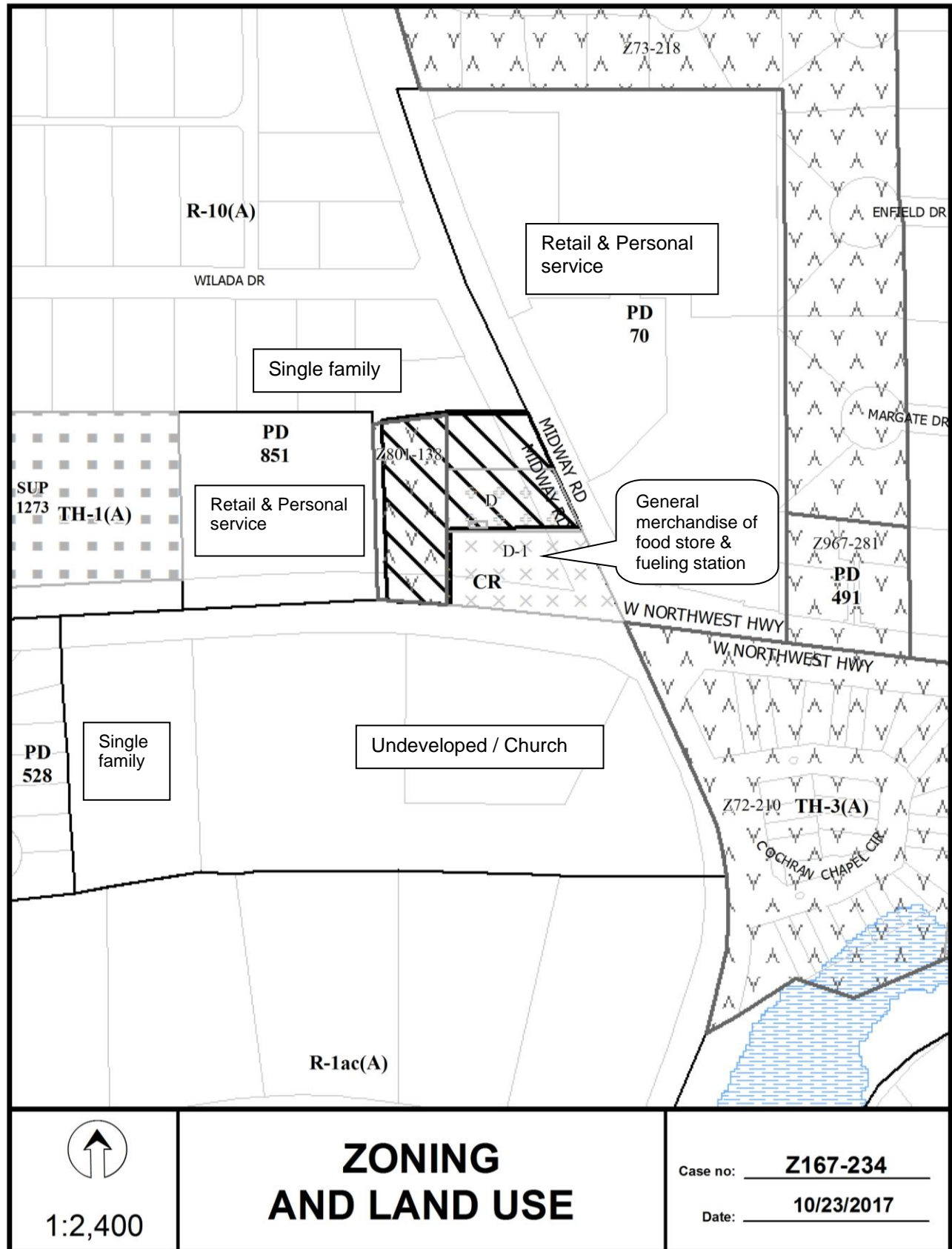
Page 2 of 2



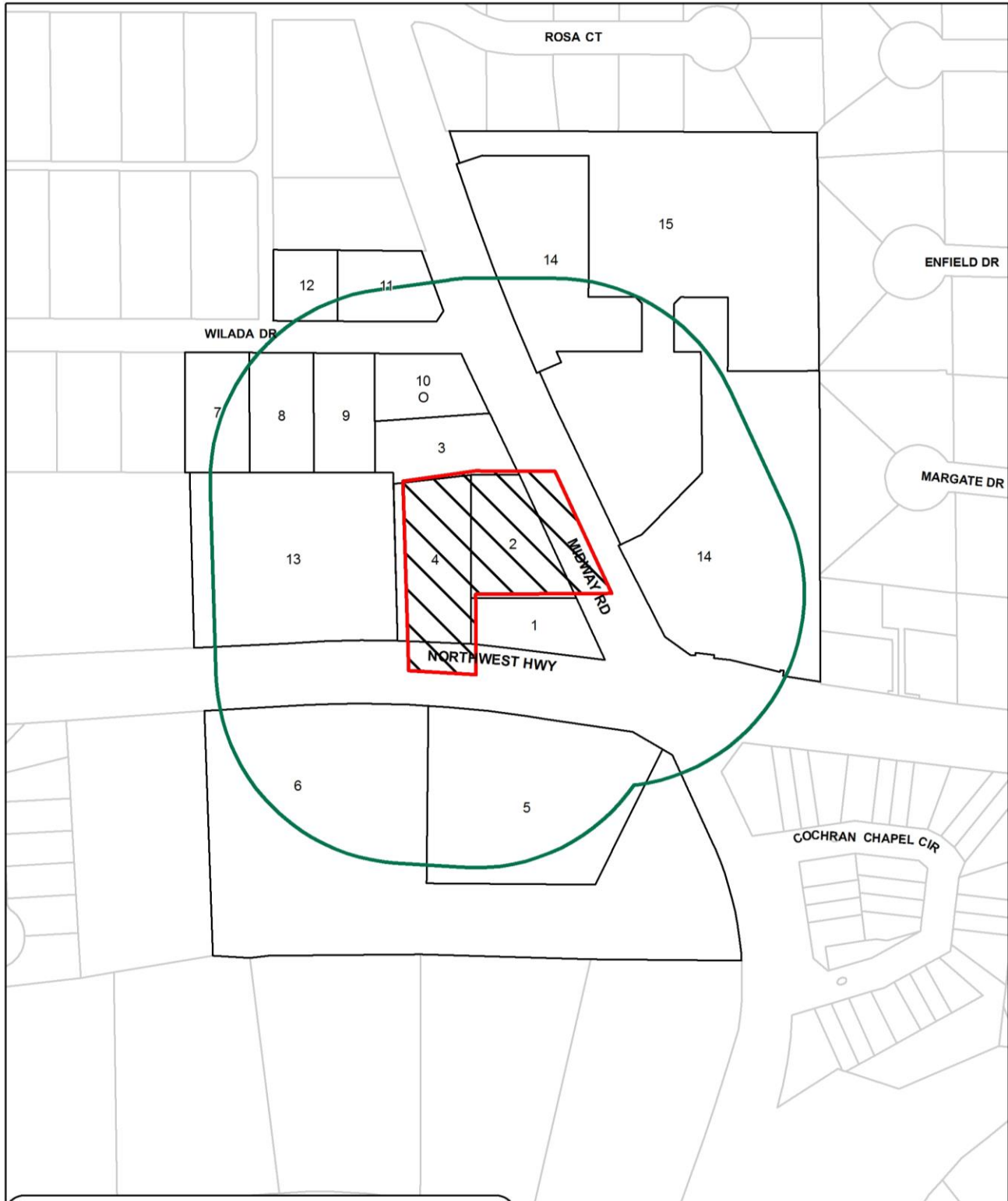
Z167-234(WE)







CPC RESPONSES



<u>15</u>	Property Owners Notified (16 parcels)
<u>1</u>	Replies in Favor (1 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>300'</u>	Area of Notification
<u>11/30/2017</u>	Date

Z167-234
CPC



1:2,400

Notification List of Property

Z167-234

15 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	4275 W NORTHWEST HWY	AIRPORT FREEWAY FUEL CENTER LP
	2	9221 MIDWAY RD	CONSTANCE MIDWAY LTD
	3	9227 MIDWAY RD	MCGILL MANDY
	4	4255 W NORTHWEST HWY	CVS PHARMACY INC
	5	9101 MIDWAY RD	COCHRAN CHAPEL
	6	9027 MIDWAY RD	COCHRAN CHAPEL METHODIST
	7	4180 WILADA DR	KNIGHT ALLAN M
	8	4188 WILADA DR	MOORE NICKY N
	9	4194 WILADA DR	MORADI MASOUD &
O	10	9241 MIDWAY RD	ARNOLD H DAVID
	11	4193 WILADA DR	HARDAGE PATRICK C & KRISTIE N
	12	4187 WILADA DR	CRAVEN ROBERT P &
	13	4235 W NORTHWEST HWY	MIDWAY NORTHWEST HIGHWAY SHOPPING CENTER LLC
	14	4343 W NORTHWEST HWY	PRESTON HOLLOW INDIAN SCH
	15	4343 W NORTHWEST HWY	HEB GROCERY COMPANY LP

AGENDA ITEM # 45

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): 8

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 67 J

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an IR Industrial Research District and an ordinance granting a Specific Use Permit for an Industrial (outside) not potentially incompatible use limited to a concrete batch plant on property zoned an A(A) Agricultural District, on the south line of Simpson Stuart Road, west of South Central Service Expressway

Recommendation of Staff: Approval of an IR Industrial Research District; and approval of a Specific Use Permit for a three-year period, subject to a site plan, a landscape plan, and staff's recommended conditions

Recommendation of CPC: Approval of an IR Industrial Research District; and approval of a Specific Use Permit for a four-year period, subject to a site plan, a landscape plan, and conditions

Z167-303(JM)

Note: This item was considered by the City Council at public hearings on October 11, 2017 and December 13, 2017, and was deferred until February 14, 2018, with the public hearing open

FILE NUMBER: Z167-303(JM)

DATE FILED: May 17, 2017

LOCATION: South line of Simpson Stuart Road, west of South Central Service Expressway

COUNCIL DISTRICT: 8

MAPSCO: 67 J

SIZE OF REQUEST: ±3.587 acres

CENSUS TRACT: 202.00

REPRESENTATIVE: Tailim Song % Tailim Song Law Firm

APPLICANT/OWNER: Walter Huerta

REQUEST: An application for an IR Industrial Research District and a Specific Use Permit for an Industrial (outside) not potentially incompatible use limited to a concrete batch plant on property zoned an A(A) Agricultural District.

SUMMARY: The applicant is proposing to operate a concrete batch plant on the property.

CPC RECOMMENDATION: Approval of an IR Industrial Research District; and approval of a Specific Use Permit for a four-year period, subject to a site plan, a landscape plan, and conditions.

STAFF RECOMMENDATION: Approval of an IR Industrial Research District; and approval of a Specific Use Permit for a three-year period, subject to a site plan, a landscape plan, and staff's recommended conditions.

BACKGROUND INFORMATION:

- The request is for a zone change and SUP to allow a concrete batch plant. The site is undeveloped and contains approximately 3.587 acres of land.
- The site plan depicts one proposed office structure (616 sq. ft.), two cement silos up to 50 feet in height, a dust collector, elevated storage, conveyor belt, hopper, sand storage, and parking spaces. The overall outside floor area for the industrial use is 8,618 square feet.
- A proposed landscape plan provides a 15-foot landscape buffer along a portion of the northwest property line and all along Simpson Stuart Road. A 10-foot landscape buffer of existing plant material will provide some relief from residential adjacency buffering requirements for a nonresidential building site adjacent to an agricultural district.
- The proposed IR Industrial Research District would add a variety of uses concentrated in the commercial service and industrial categories, while removing the residential use capacity found in the existing A(A) Agricultural District.

Zoning History:

There have been no recent zoning requests in the area in the past 5 years.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Simpson Stuart Road	Principal Arterial	100 feet

Land Use:

	Zoning	Land Use
Site	A(A) Agricultural District	Undeveloped
North	IR Industrial Research District	Auto Service Center, Undeveloped, Utilities, Single Family, Vehicle Display, Sales, and Service
East	A(A) Agricultural District	Vehicle Display, Sales, and Service, and Vacant
South	A(A) Agricultural District	Undeveloped and Crop Production
West	A(A) Agricultural District	Utilities

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and has no objections.

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.

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

The concrete batching plant is a vital part of the industrial fabric that allows specific materials to be processed and transported to various locations throughout the City. The request site is consistent with the *forwarddallas! Comprehensive Plan* because the Plan identifies the area as Industrial Area. The request site is located within a transitional area and is contiguous to several agricultural tracts of land and industrial/warehouse uses that are in an IR Industrial Research District.

Land Use Compatibility:

The site is undeveloped and contains approximately 3.587 acres of land. The proposed rezoning and SUP will allow for an industrial outside use limited to a concrete batch plant to operate at the site. The property has approximately 380 feet of frontage along Simpson Stuart Road, a principal arterial road with 100 feet of right-of-way. There are two proposed ingress/egress points. Each access point has a 26-foot wide concrete driveway and a manual gate. According to the site plan submitted, the access points will be one-way—offering one entrance and one exit separated by 140 feet of landscaped frontage. The entire property will be screened with an eight-foot solid fence.

Adjoining land uses include a utility transmission line and crop production to the west; crop production to the south; natural liquefied fueling station, crop production, vacant structures, and vehicle display, sales, and service to the east; and, single family and vehicle display, sales, and service to the north across Simpson Stuart Road. The McCommas Bluff Landfill is approximately one mile to the east. Multifamily zoning is found over 3,000 feet southwest along Simpson Stuart Road.

The immediate vicinity of the subject site seems to be transitioning to industrial uses with patches of Industrial Research and Commercial Service Districts to the north, east, and south. While the property does not have residential adjacency as defined by Residential Adjacency Review standards in Sec. 51A-4.803(d)(3)(A), the Agricultural District does allow residential uses and surrounds the site. Single family uses also exist across Simpson Stuart Road in the Industrial Research District (seemingly nonconforming land uses since not allowed in this district). The SUP conditions provide measures to mitigate any adverse effects of the use on surrounding areas. Staff recommends an initial period of three-years to allow an opportunity to re-evaluate the continued compatibility of this land use with the surrounding general area and compliance with the SUP conditions.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Development Standards:

DISTRICT	SETBACKS		Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
A(A) Agricultural	50'	20'/50'	None	24'	10% or 25%	None	Agricultural & single family.
Proposed							
IR Industrial Research	15'/0'	0'/30'	NA	200'	80%	RPS	Industrial, wholesale distribution & storage, supporting office & retail.

Parking:

The Dallas Development Code requires one space per 600 square feet of floor area including outside manufacturing area. The site plan provided shows 8,618 square feet of outside manufacturing area. Additionally, the plan identifies 616 square feet of office space, parked at one space per 333 square feet of floor area. A total of 16 parking spaces are required and 20 spaces are provided as shown on the attached site plan.

Landscaping & Screening:

Landscaping must be provided in accordance with the landscape plan. While there are no immediately adjacent residential uses to the site, Article X defines residential adjacency to include the A(A) Agricultural District. The proposed use is required to provide a 10-foot wide perimeter landscape buffer in combination with a minimum six-foot-tall solid screening fence along the three sides of the property facing the agricultural zoning. However, in lieu of these residential adjacency requirements, the applicant is requesting to install an eight-foot-high solid screening fence in the locations shown on the proposed landscape plan. Additionally, the proposed landscape plan provides a 10-foot landscape buffer of existing plant material which will provide some relief from residential adjacency buffering requirements for a nonresidential building site adjacent to an agricultural district. The site will also have a 15-foot landscape buffer along a portion of the northwest property line and all along Simpson Stuart Road in addition to the same solid eight-foot fence. This includes screening of the proposed parking spaces with shrubbery.

CPC Action
September 7, 2017

Motion: It was moved to recommend **approval** of an IR Industrial Research District and **approval** of a Specific Use Permit for an Industrial (outside) not potentially incompatible use limited to a concrete batch plant for a four-year period, subject to a site plan, a landscape plan, and conditions on property zoned an A(A) Agricultural District, on the south line of Simpson Stuart Road, west of South Central Service Expressway.

Maker: Haney
Second: Peadon
Result: Carried: 7 to 6

For: 7 - Anglin, Mack, Haney, Jung, Housewright*,
Peadon, Ridley

Against: 6 - Davis, Houston, Murphy, Rieves, Schultz,
Shidid

Absent: 2 - Anantasomboon, Tarpley

Vacancy: 0

*out of the room, shown voting in favor

Notices: Area: 300 Mailed: 17

Replies: For: 1 Against: 0

Speakers: For: Amy Hsu, 8111 LBJ Freeway, Dallas, TX, 75251
Against: None

PROPOSED SUP CONDITIONS

1. USE: The only use authorized by this specific use permit is an industrial (outside) use limited to a concrete batch plant.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.

CPC's Recommendation:

3. TIME LIMIT: This specific use permit expires on _____ [four-years from the passage of this ordinance].

Staff's Recommendation:

3. TIME LIMIT: This specific use permit expires on _____ [three-years from the passage of this ordinance].

Applicant's Request:

3. TIME LIMIT: This specific use permit expires on _____ [three-years from the passage of this ordinance], but is eligible for automatic renewal for additional 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.

4. LANDSCAPING: Landscaping must be provided as shown on the attached landscape plan.
5. GROUND AND DUST CONTROL:

A. The following conditions must be met on an ongoing basis:

- i. All permanent roads or vehicular maneuvering areas must be paved, watered, and vacuum swept as necessary to achieve maximum control of dust emissions.
- ii. To avoid overloading, a mechanism must be installed on each cement storage silo to warn operators that the silo is full.
- iii. Spillage of materials must be cleaned up and contained or dampened within 30 minutes after the spillage so that emissions from wind erosion and vehicle traffic are minimized.
- iv. During operations, all stockpiles must be sprinkled with water or chemicals to eliminate visible dust emissions.

B. Prior to the issuance of a certificate of occupancy, a written ground and dust control plan that reflects existing and proposed infrastructure needed to comply with 4(A)(i) through 4(A)(iv) must be delivered to the director of the office of environmental quality and the director of sustainable development and construction.

6. OFF-STREET PARKING: Off-street parking must be provided in the locations shown on the attached site plan.
7. OUTSIDE STORAGE: Outside storage of materials is permitted only in bins that are screened on three sides by solid walls with a minimum height of ten feet.
8. ROAD REPAIR: The owner or operator, or his/her successor or assigns, is responsible for repairing holes or other surface damages on Simpson Stuart Road caused by operation of the concrete batch plant. The road repairs must conform to City of Dallas standards as approved by the director of mobility and street services.
9. SCREENING: A minimum eight-foot-high solid screening fence must be maintained and located as shown on the attached site plan. Fence materials must be in accordance with Sec. 51A-4.602.
10. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
11. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

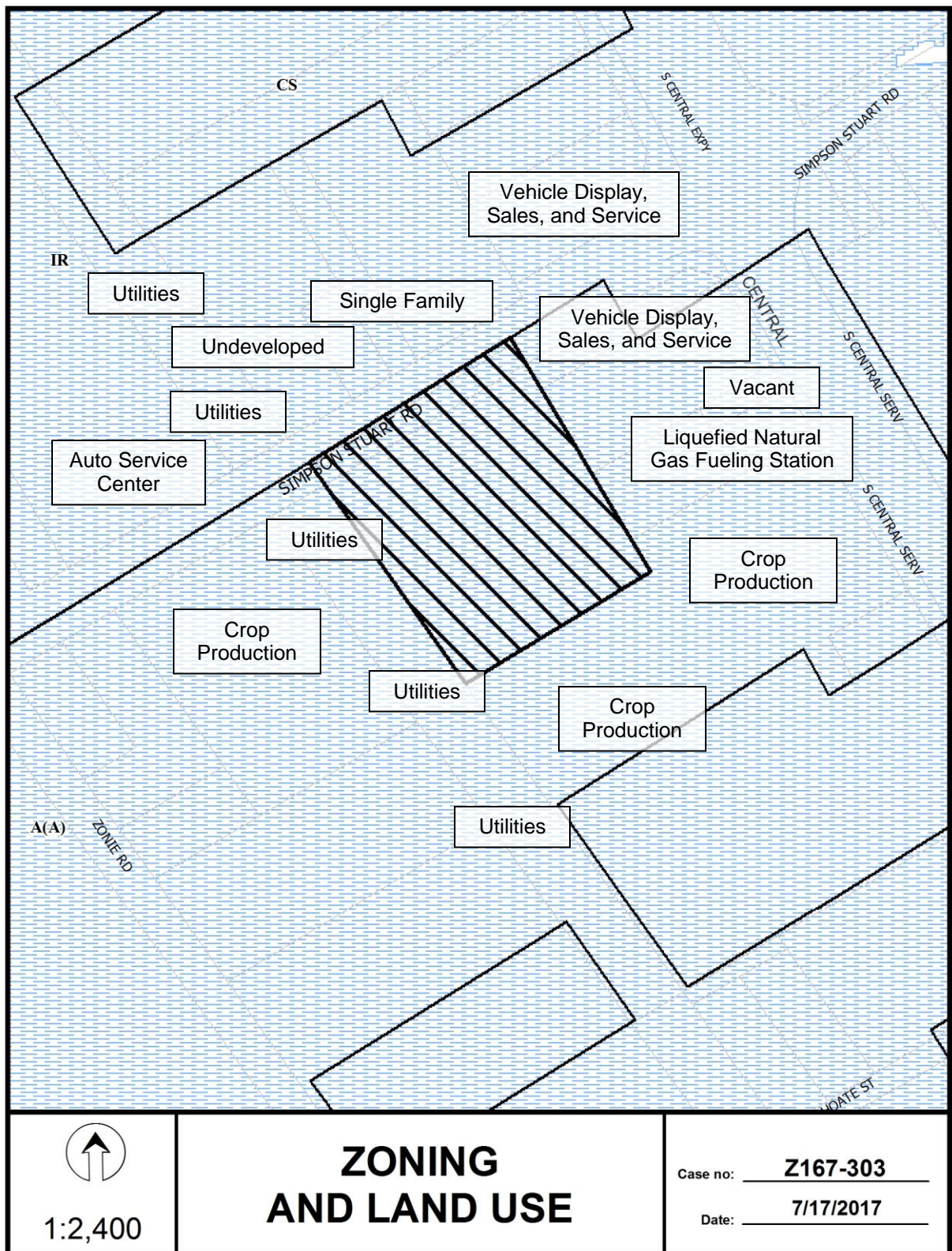


SITE DATA		
USE	TOTAL SQ.FT.	REQUIRED PARKING SPACES
INDUSTRIAL OUTSIDE (CONCRETE BATCH PLANT) 1 SPACE PER 600 SQ.FT.	8,618 SQ.FT.	14
OFFICE SPACE 1 SPACE PER 333 SQ.FT.	616 SQ.FT.	2
TOTAL PARKING PROVIDED	20 SPACES (16 REQUIRED)	
TOTAL LOT AREA	144,746 SQ.FT. (3,324 Ac)	

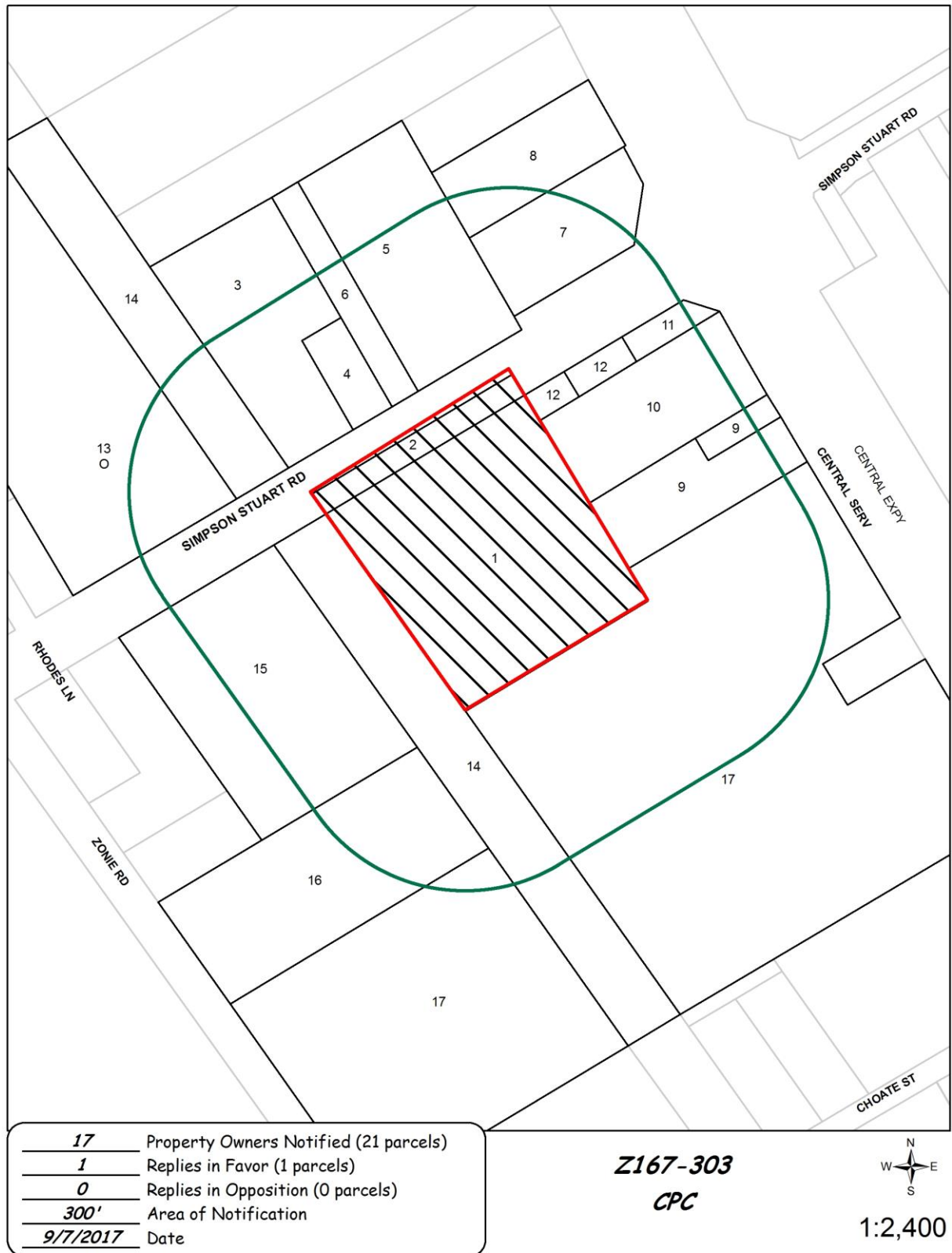








CPC RESPONSES



09/06/2017

Reply List of Property Owners***Z167-303******17 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	4814 SIMPSON STUART RD	HUERTA WALTER
	2	4812 SIMPSON STUART RD	County of Dallas
	3	4917 SIMPSON STUART RD	BARAJAS NICK
	4	4919 SIMPSON STUART RD	PEREZ TERESA & ROBERTO
	5	4927 SIMPSON STUART RD	BANKS WILFRED JR
	6	4923 SIMPSON STUART RD	PEREZ TERESA
	7	9255 S CENTRAL EXPY	SHANAN CALVIN H
	8	9245 S CENTRAL EXPY	SHAHAN CALVIN H
	9	9323 S CENTRAL EXPY	HUFFHINES PROPANE LLC
	10	9315 S CENTRAL EXPY	U S REALTY HOLDINGS LTD
	11	9305 S CENTRAL EXPY	GERALDINE GENEVA
	12	4940 SIMPSON STUART RD	CANGELOSE GERALDINE G
O	13	4811 SIMPSON STUART RD	TIEU THOMAS
	14	4800 SIMPSON STUART RD	TEXAS UTILITIES ELEC CO
	15	4870 SIMPSON STUART RD	EISENBERG JAY & ALAN
	16	5612 ZONIE RD	ESTRADA CONCRETE CO LLC
	17	5712 ZONIE RD	RUIBAL FARMS LP

AGENDA ITEM # 46

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 14, 2018

COUNCIL DISTRICT(S): 7

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 48 Q

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 zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay, on the northeast corner of Forney Road and South Buckner Boulevard

Recommendation of Staff: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

Recommendation of CPC: Approval for a three-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

Z167-359(WE)

Note: This item was considered by the City Council at public hearings on December 13, 2017 and January 24, 2018, and was deferred until February 14, 2018, with the public hearing open

FILE NUMBER: Z167-359(WE) **DATE FILED:** July 26, 2017
LOCATION: Northeast corner of Forney Road and South Buckner Boulevard
COUNCIL DISTRICT: 7 **MAPSCO:** 48 Q
SIZE OF REQUEST: Approx. 0.564 acres **CENSUS TRACT:** 112.07

APPLICANT / OWNER: Buckner Food, Inc.

REPRESENTATIVE: Jon R. Featherston
The Dimension Group

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 an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay.

SUMMARY: The applicant proposes the sale of alcoholic beverages for off-premise consumption in conjunction with the existing general merchandise or food store [7 Eleven, Inc.].

CPC RECOMMENDATION: **Approval** for a three-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.

BACKGROUND INFORMATION:

- The ±0.564-acre request site is developed with a 3,010-square-foot general merchandise or food store (convenience store) and vehicle fueling station (gas pumps).
- On December 11, 2013, the City Council approved 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 on the request site.
- In April 2015, a letter was sent to the applicant advising them to submit an application to renew SUP No. 2054 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less. An application was not submitted and SUP No. 2054 expired on December 11, 2015.
- The proposed request is to sell alcohol for off-premise consumption in conjunction with the general merchandise use on the property.
- The general merchandise use is permitted by right. The sale of alcoholic beverages for off-premise consumption is prohibited in a D Liquor Control Overlay and requires a specific use permit in the D-1 Liquor Control Overlay.
- The adjacent land uses consist of a warehouse and church use to the north, warehouse uses to the east and an industrial (inside) use to the south. Properties west of the request site, across South Buckner Boulevard, are undeveloped.
- **Zoning History:** There has been one zoning change requested in the area in the past 5 years.

1. Z145-284 On November 10, 2015, the City Council approved a renewal of Specific Use Permit No. 2052 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Forney Road	Collector	80 ft.	80 ft.
South Buckner Boulevard	Principal Arterial	100 ft.	100 ft.

Traffic: The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that the proposed development will not have a negative impact on the surrounding street system.

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.

ECONOMIC ELEMENT

GOAL 2.4 CREATE AND MAINTAIN AN ENVIRONMENT FRIENDLY TO BUSINESSES AND ENTREPRENEURS

Policy 2.4.2 Restore Dallas as the premier city for conducting business within the region.

Land Use:

	Zoning	Land Use
Site	LI-D-1	General merchandise or food store
North	LI-D-1	Warehouse, Church
South	LI-D-1	Industrial (Inside)
East	LI-D-1	Warehouse
West	LI-D-1	Undeveloped

STAFF ANALYSIS:

Land Use Compatibility: The approximately 0.564-acre site is zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay and is currently developed with a general merchandise or food store and a motor vehicle fueling station. The request for a Specific Use Permit will allow the applicant to sell alcohol for off-premise consumption in conjunction with the general merchandise.

The general merchandise use is permitted by right. The sale of alcoholic beverages for off-premise consumption is prohibited in a D Liquor Control Overlay and requires a specific use permit in the D-1 Liquor Control Overlay.

The adjacent land uses consist of a warehouse and church use to the north, warehouse uses to the east and an industrial (inside) use to the south. Properties west of the request site, across South Buckner Boulevard, are undeveloped. The proposed request complies with the alcoholic distance requirement of 300 feet from a church, which is measured front door to front door along the right-of-way lines.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The general merchandise use is also regulated by Chapter 12B of the Dallas City Code, Convenience Stores. This chapter applies to all convenience stores, which is defined as any business that is primarily engaged in the retail sale of convenience goods, or both convenience goods and gasoline, and has less than 10,000 square feet of retail floor space; the term does not include any business that has no retail floor space accessible to the public. The purpose of Chapter 12B is to protect the health, safety, and welfare of the citizens of the city of Dallas by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores in the city. This chapter establishes a registration program for convenience stores and provides requirements relating to:

- surveillance camera systems,
- video recording and storage systems,
- alarm systems,
- drop safes,
- security signs,
- height markers,
- store visibility,
- safety training programs, and
- trespass affidavits.

A separate certificate of registration to comply with Chapter 12B is required for each physically separate convenience store. A certificate of registration for a convenience store expires one year after the date of issuance and must be renewed annually.

The applicant's request, subject to the attached conditions, is consistent with the intent of the Dallas Development Code.

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>					
LI Light Industrial	15'	30' adjacent to residential OTHER: No Min.	1.0 FAR overall 0.75 office/ retail 0.5 retail	70' 5 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail

Landscaping: Landscaping of any development will be in accordance with Article X, as amended. The request site will not trigger any landscaping because there is no increase in the total floor area.

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 is at one space for each 200 square feet of floor area. Based on the 3,010 square feet of floor area, the development requires 17 spaces with 17 being provided per the attached site plan.

Dallas Police Department: Below is a police report indicating the offenses of the request site during the past three years. The site will be razed and a new structure will be built under new ownership.

Incident Num	Time 1	UCR_Offense	Address	Zip Code
261881-2014	10:05	OTHER THEFTS	4710 S BUCKNER BLVD	75227
216066-2015	18:00	BURGLARY-BUSINESS	4710 S BUCKNER BLVD	75227
204705-2015	23:00	BURGLARY-BUSINESS	4710 S BUCKNER BLVD	75227
187209-2015	2:18	BURGLARY-BUSINESS	4710 S BUCKNER BLVD	75227
110709-2015	23:57	ROBBERY-INDIVIDUAL	4710 S BUCKNER BLVD	75227
153418-2015	0:30	ASSAULT	4710 S BUCKNER BLVD	75227
134224-2015	20:55	LIQUOR OFFENSE	4710 S BUCKNER BLVD	75227
110709-2015	23:57	ROBBERY-INDIVIDUAL	4710 S BUCKNER BLVD	75227
110709-2015	23:57	ROBBERY-INDIVIDUAL	4710 S BUCKNER BLVD	75227
047101-2017	16:50	ASSAULT	4710 S BUCKNER BLVD	75227
006007-2016	23:00	VANDALISM & CRIM MISCHIEF	4710 S BUCKNER BLVD	75227
169407-2017	1:30	BURGLARY-BUSINESS	4710 S BUCKNER BLVD	75227
140112-2017	23:40	AGG ASSAULT - FV	4710 S BUCKNER BLVD	75227
021304-2017	20:07	AGG ASSAULT - NFV	4710 S BUCKNER BLVD	75227
243296-2016	3:16	BURGLARY-BUSINESS	4710 S BUCKNER BLVD	75227

CPC Action (October 5, 2017)

Motion: In considering 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 an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay on the northeast corner of Forney Road and South Buckner Boulevard, it was moved to **hold** this case under advisement until October 19, 2017.

Maker: Mack
Second: Houston
Result: Carried: 14 to 0

For: 14 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Lavallaissa, Jung, Housewright,
Schultz, Peadon, Murphy, Tarpley

Against: 0
Absent: 1 - Ridley
Vacancy: 0

Notices: Area: 200 Mailed: 7
Replies: For: 1 Against: 1

Speakers: For: Santos Martinez, 900 Jackson St., Dallas, TX, 75202
Against: None

CPC Action (October 19, 2017)

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 three-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions on property zoned an LI-D-1 Light Industrial District with a D-1 Liquor Control Overlay on the northeast corner of Forney Road and South Buckner Boulevard.

Maker: Mack
Second: Jung
Result: Carried: 15 to 0

For: 15 - West, Rieves*, Houston, Davis, Shidid*,
Carpenter, Mack, Lavallaissa, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Z167-359(WE)

Against:	0
Absent:	0
Vacancy:	0

*out of the room, shown voting in favor

Notices:	Area: 200	Mailed: 7
Replies:	For: 1	Against: 1

Speakers: For: Santos Martinez, 900 Jackson St., Dallas, TX, 75202
Against: None

**CPC PROPOSED SUP
CONDITIONS**

1. USE: The only use authorized by this specific use permit is the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less.
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_____, (three-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).

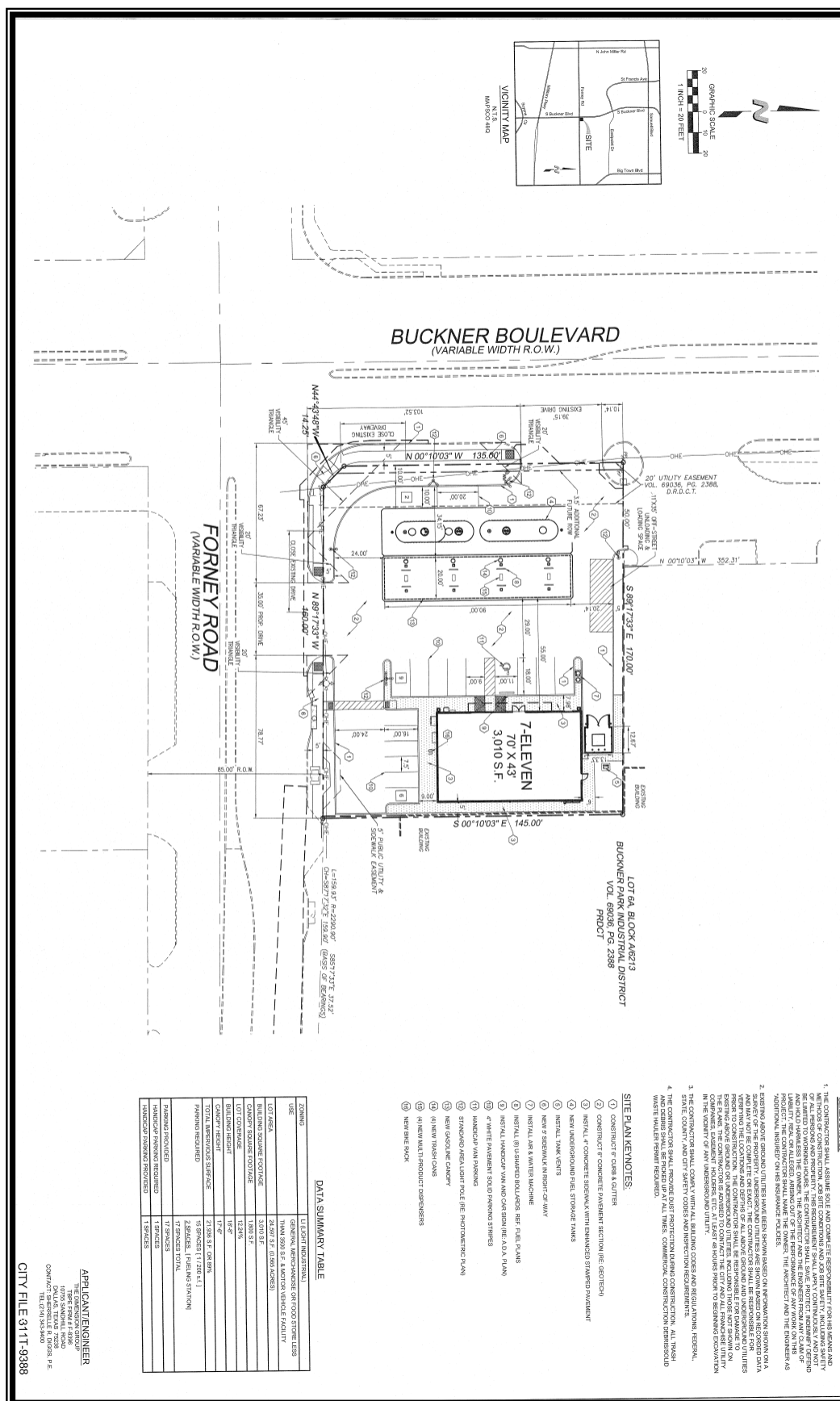
Staff's Recommendation

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).

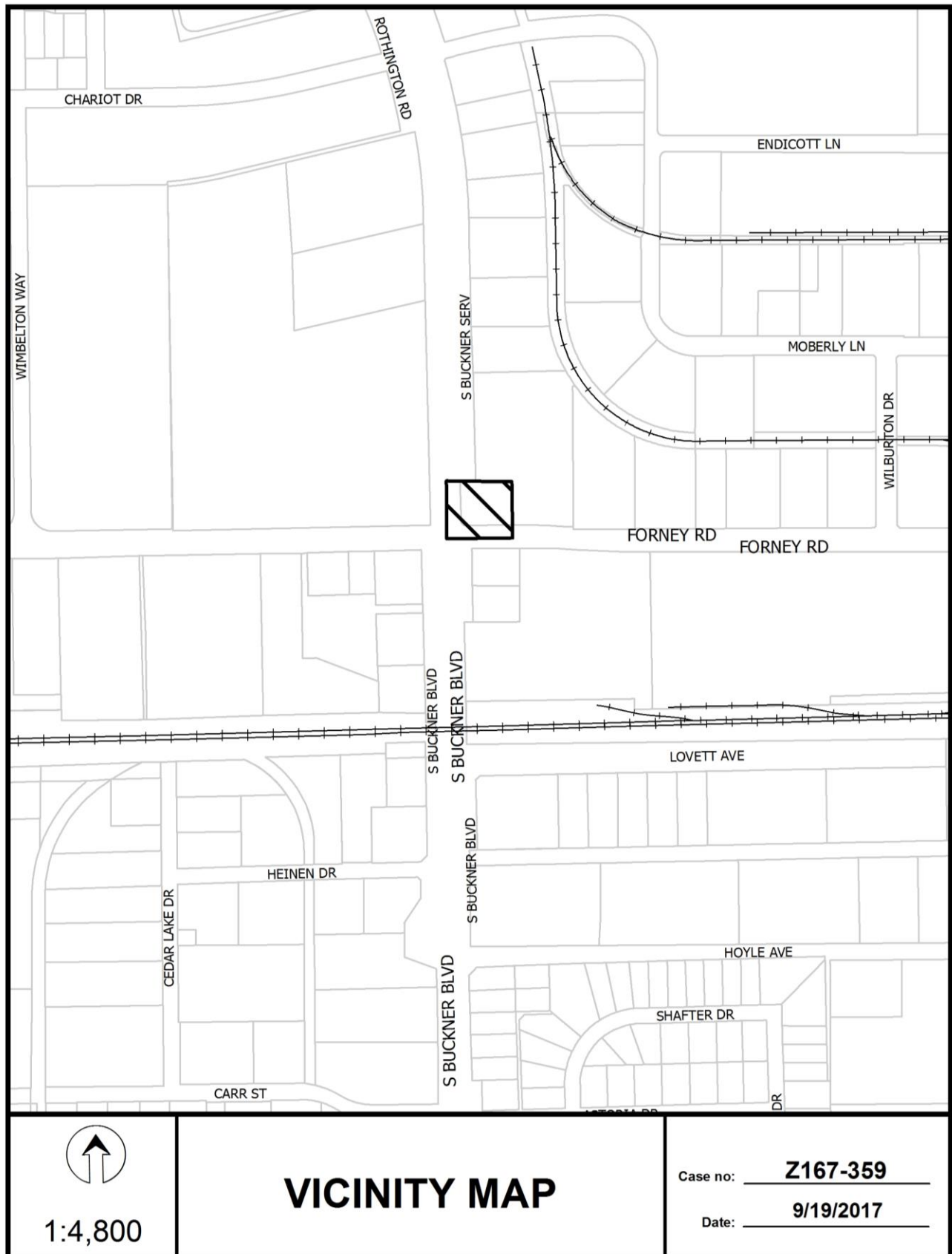
4. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.

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.

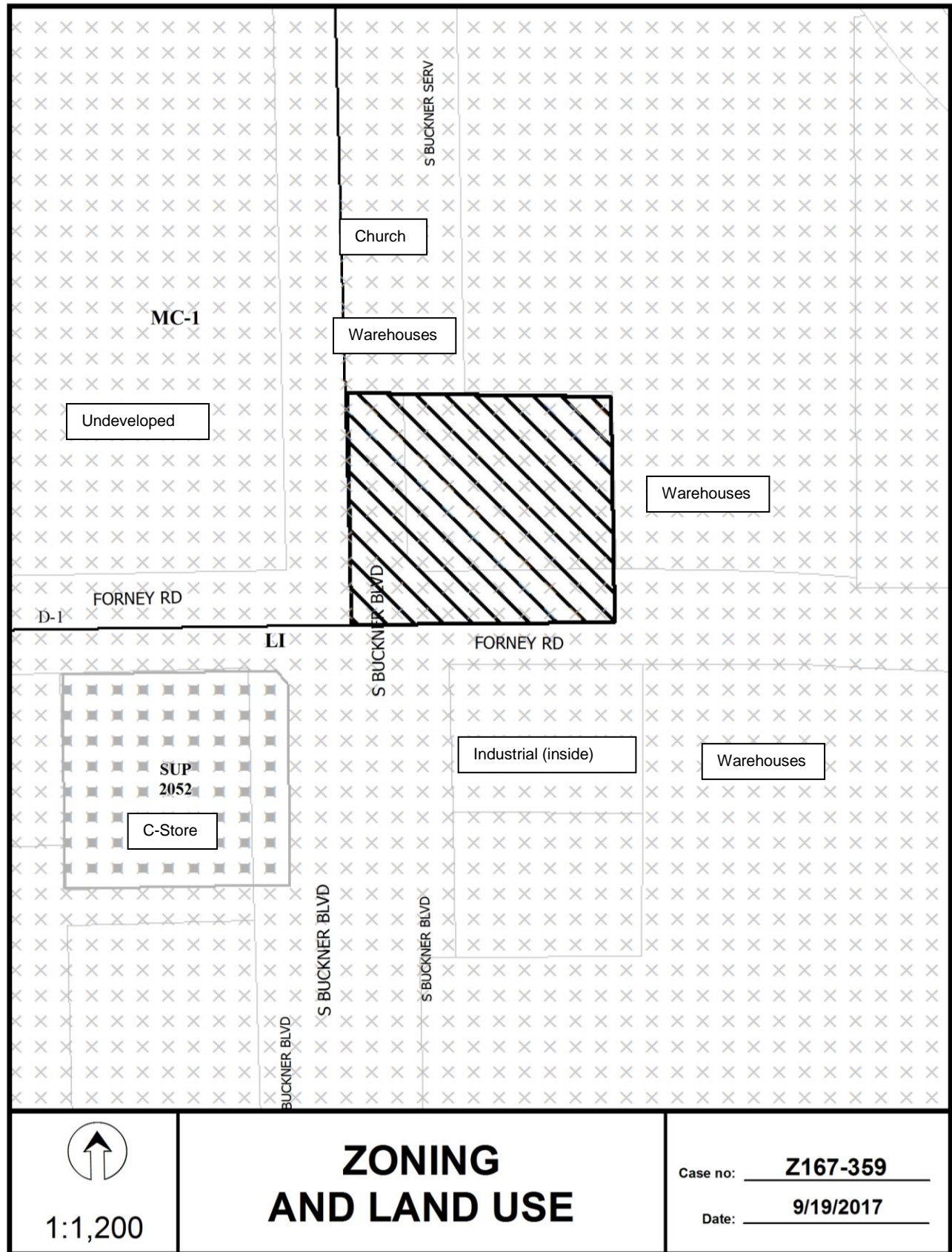
PROPOSED SITE PLAN

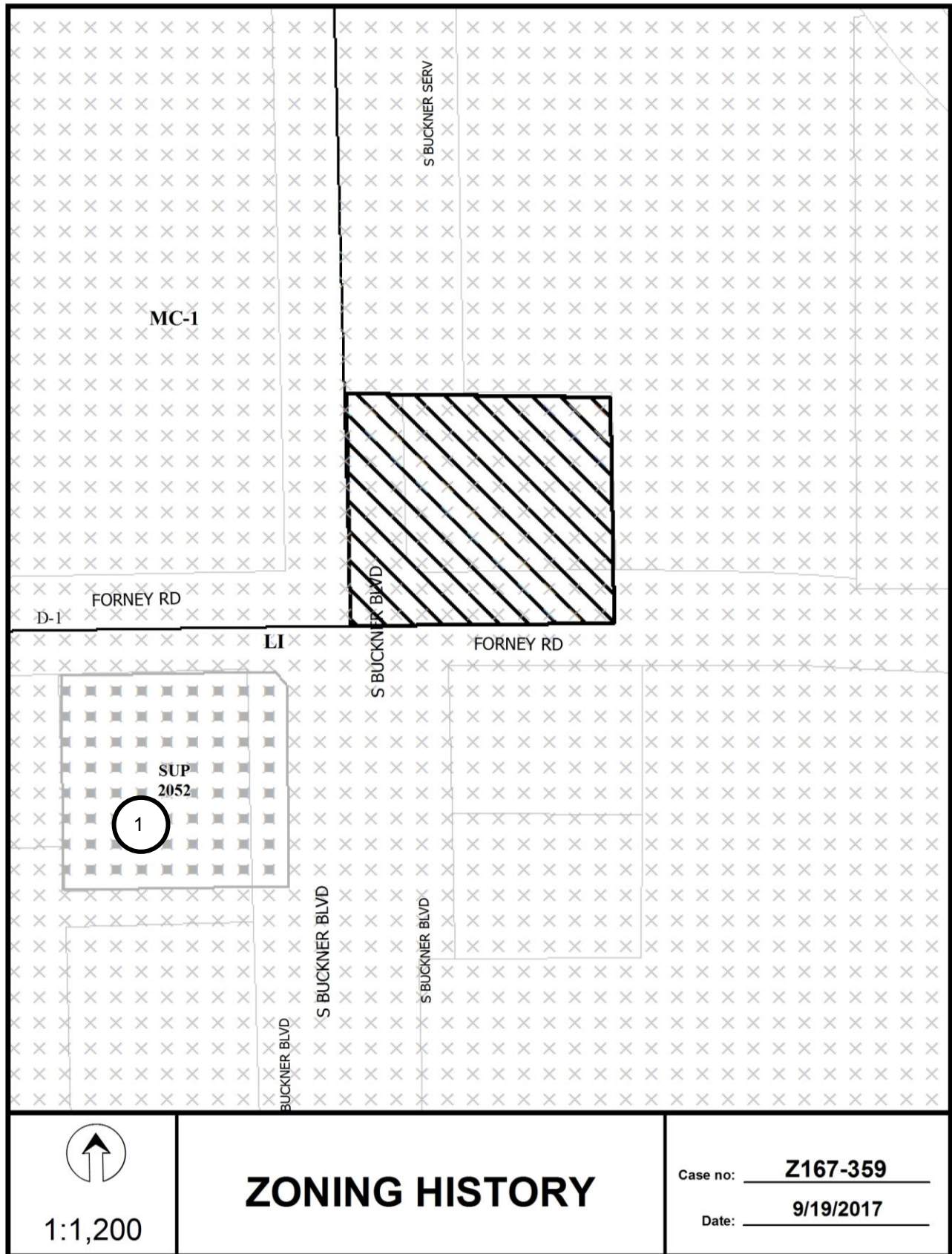


Z167-359(WE)

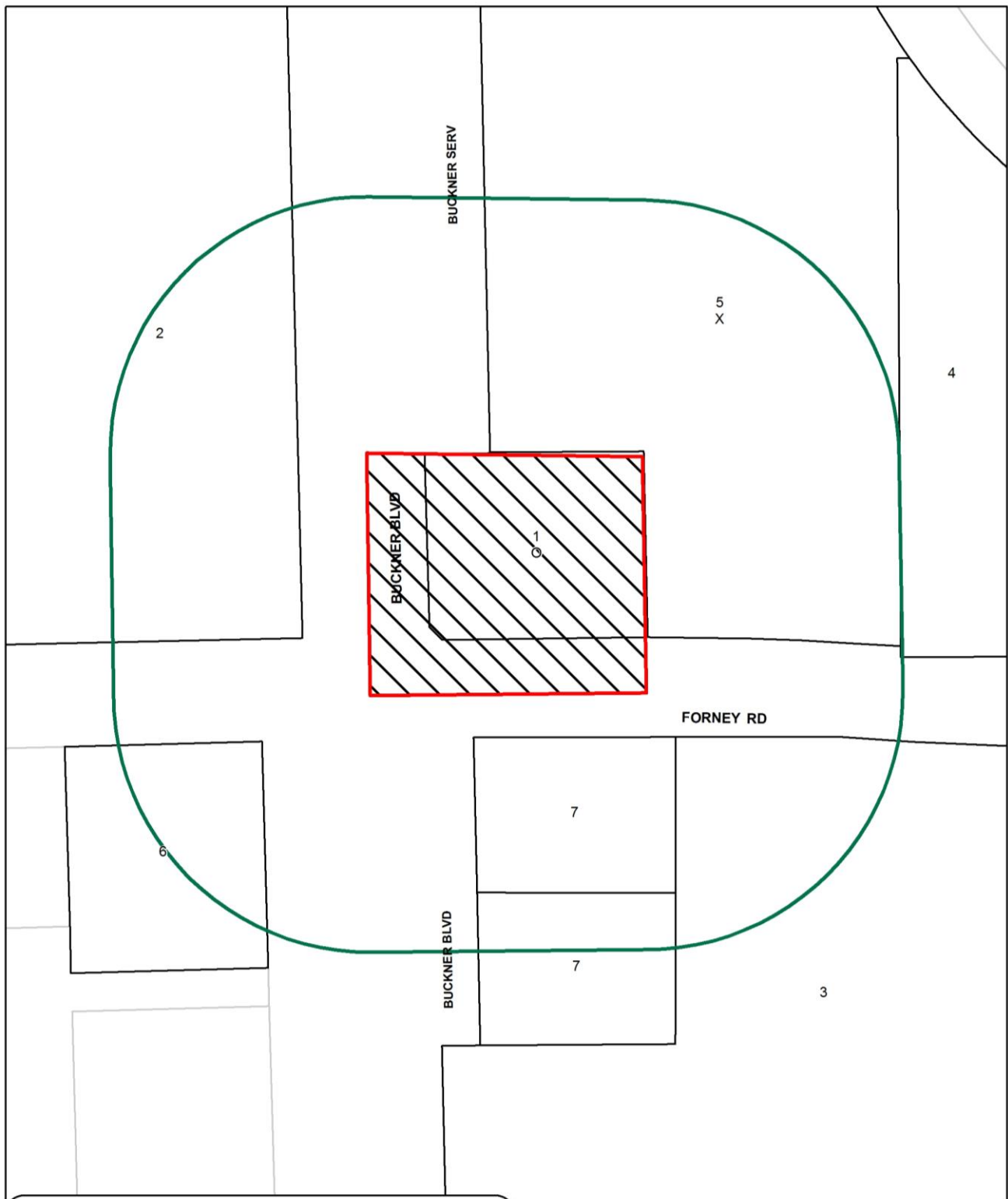








CPC RESPONSES



<u>7</u>	Property Owners Notified (8 parcels)
<u>1</u>	Replies in Favor (1 parcels)
<u>1</u>	Replies in Opposition (1 parcels)
<u>200'</u>	Area of Notification
<u>10/19/2017</u>	Date

Z167-359
CPC



1:1,200

Notification List of Property Owners

Z167-359

7 Property Owners Notified

1 Property Owners in Favor

1 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	4710 S BUCKNER BLVD	DEVIN BRICH GROUP DORP
	2	4700 S BUCKNER BLVD	NW REALTY INC
	3	4520 S BUCKNER BLVD	SOUTH BUCKNER 4520 LP THE
	4	8131 FORNEY RD	TAGGERT TEXAS LTD
X	5	4740 S BUCKNER RD	INTERNATIONAL BIBLE ASSOC
	6	4625 S BUCKNER BLVD	BUCKNER FOODS INC
	7	4612 S BUCKNER BLVD	RICHMOND P CURT

AGENDA ITEM # 47

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 14, 2018

COUNCIL DISTRICT(S):

6

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

43 R

SUBJECT

A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, L.G. Pinkston High School as required by Section 6-4 of the Dallas City Code to allow a wine and beer retailer's off-premise permit (Chapter 26) for a general merchandise or food store with 10,000 square feet or more floor area [Fiesta Mart, LLC] on the north line of Singleton Boulevard and the west line of Hampton Road - AV178-001 - Financing: No cost consideration to the City

Note: This item was considered by the City Council at a public hearing on January 10, 2018, and was deferred until February 14, 2018, with the public hearing open

BACKGROUND

Section 6-4 of Chapter 6, "Alcoholic Beverages," of the Dallas City Code allows Council to grant a variance from the usual spacing required between an alcohol business and a protected use. The usual spacing requirement is 300 feet in a direct line from the property line of the public Duncanville Independent School District school to the property line of the place of business.

The standard for approval of the variance is that:

- A. the application is for one of the following permits pursuant to the following chapters of the Texas Alcoholic Beverage Code:
 - (i) a brewer's permit, Chapter 12;
 - (ii) a distiller's and rectifier's permit, Chapter 14;
 - (iii) a winery permit, Chapter 16;
 - (iv) a wine and beer retailer's permit, Chapter 25;
 - (v) a wine and beer retailer's off-premise permit, Chapter 26;
 - (vi) a mixed beverage permit with a food and beverage certificate, Chapter 28; or
 - (vii) a manufacturer's license, Chapter 62.

BACKGROUND (continued)

- B. the application is for one of the following land uses:
 - (i) general merchandise or food store use with 10,000 square feet or more of floor area;
 - (ii) restaurant without drive-in or drive-through service with a food and beverage certificate pursuant to the Texas Alcoholic Beverage Code;
 - (iii) alcoholic beverage establishment limited to a microbrewery, microdistillery, or winery; or
 - (iv) alcoholic beverage manufacturing.
- C. alcoholic beverages will not be sold by drive-in or drive-through service; and
- D. enforcement of the spacing requirements in this particular instance:
 - (i) is not in the best interest of the public;
 - (ii) constitutes waste or inefficient use of land or other resources;
 - (iii) creates an undue hardship on an applicant for an alcohol permit;
 - (iv) does not serve its intended purpose;
 - (v) is effective or necessary; or
 - (vi) for any other reason that the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

An application for a waiver of the spacing requirements was submitted on November 16, 2017, by Fiesta Mart, LLC. L.G. Pinkston High School, located to the north of the request site, creates the need for the variance.

On January 22, 2014, City Council authorized a variance from the alcohol spacing requirements prescribed by Subsection 6-4(a) for a Minyard's Food Store in the same location. This request is necessary because the previous authorization cannot be transferred to another alcohol permit holder.

The request site contains approximately 12.6 acres of land with multiple structures. The largest structure is a multi-tenant shopping center with approximately 116,000 square feet of floor area. The applicant proposes to sell alcohol for off-premise consumption at the existing grocery store located on the eastern side of the largest multi-tenant shopping center structure. The grocery store portion of the building is approximately 36,652 square feet in floor area.

While the required spacing from a school is measured property line to property line, the walking distance from the entrance of the public school to the entrance of the grocery store is approximately 1,755 feet, or between a quarter and a third of one mile. Additionally, the site is located at the intersection of two major thoroughfares (Hampton Road and Singleton Boulevard).

BACKGROUND (continued)

Due to the location on two major thoroughfares and the physical separation of the existing structures, staff can support this request.

This item requires two seconds to pass.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 9, 2009, City Council approved an ordinance amending Section 6-4 of Chapter 6 of the Dallas City Code establishing authority and procedures for City Council to grant an application for a variance to the spacing requirements for an alcohol business from a public or private school pursuant to Texas Alcoholic Beverage Code Section 109.33(e).
add space.

On October 26, 2011, September 26, 2012, and January 22, 2014, the City Council further amended Section 6-4 of Chapter 6.

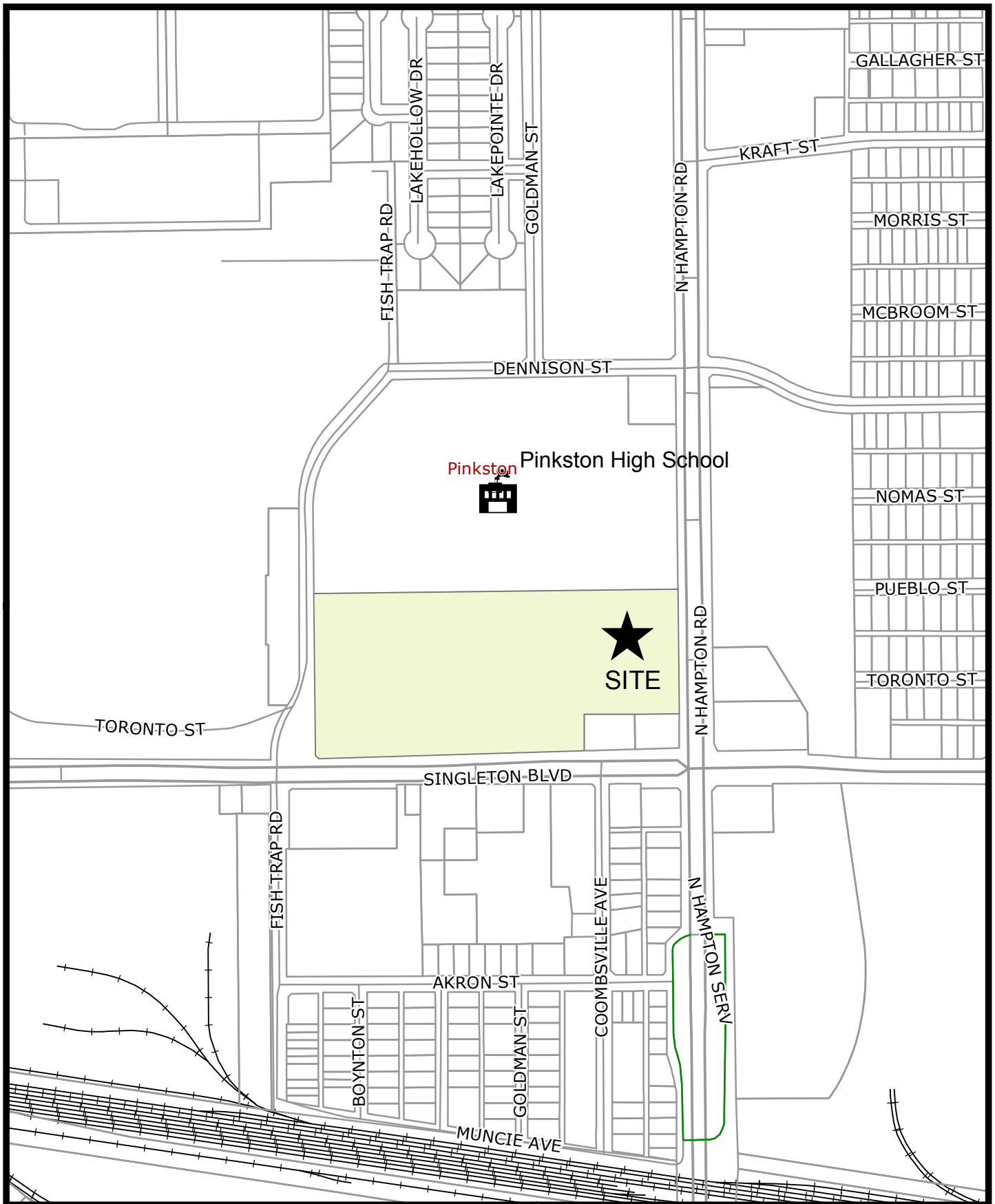
On January 10, 2018, this item was deferred by Councilmember Philip T. Kingston.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached



AV178-001



1:5,000



Approximate location of business
requesting alcohol variance



Land use requiring spacing from
business requesting alcohol sales: school



CITY OF DALLAS

APPLICATION FOR A VARIANCE FROM THE MINIMUM DISTANCE REGULATIONS RELATED TO THE SALE OF ALCOHOLIC BEVERAGES

Chapter 6—Alcoholic Beverages, City of Dallas Code of Ordinances

Applicant Fiesta Mart, L.L.C.

(Must match the business name on TABC application)

Contact person, title Santos T. Martinez (Masterplan)

(Land owner, business owner, representative)

Contact person's phone 214-761-9197

Contact person's address 900 Jackson, Suite 640 Dallas, TX 75202

Property owner's name Lakewest Revitalization Foundation, Inc.

Address of request site 2223 Singleton Blvd

Protected use's address 2200 Dennison Street

Type of protected use:

- ☐ Church
- ☒ Public school / open-enrollment charter school
- ☐ Private school
- ☐ Public hospital
- ☐ Daycare/child-care facility

Type of business seeking to sell alcohol:

- ☐ Alcoholic beverage manufacturing
- ☒ General merchandise or food store with 10,000 square feet or more floor area
- ☐ Microbrewery, microdistillery, or winery
- ☐ Restaurant without drive-in or drive-through service

Type of TABC permit(s) to be sought:

- ☐ Brewer's permit, "B" / Manufacturer's license, "BA"
- ☐ Distiller's and rectifier's permit, "D"
- ☐ Food and beverage certificate, "FB"
- ☐ Mixed beverage permit, "MB"
- ☒ Wine and beer retailer's off-premise permit, "BQ"
- ☐ Wine and beer retailer's permit, "BG"
- ☐ Winery, "G"

The nonrefundable variance application fee is \$1,200.00 and the sign fee, which is between \$10 and \$50 depending on street frontages. A statement explaining how the request meets the standard below is required as part of this application. The burden of proving that the request meets the standard is solely the responsibility of the applicant. Additional evidence supporting the request may be submitted along with this application.

Enforcement of the spacing requirements in this particular instance (1) is not in the best interest of the public; (2) constitutes waste or inefficient use of land or other resources; (3) creates an undue hardship on an applicant for an alcohol permit; (4) does not serve its intended purpose; is not effective or necessary; or (5) for any other reason that the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

REQUIRED ATTACHMENTS:

- ☐ Statement of request
- ☐ Sealed alcohol survey showing 300 foot radius and door to door measurements (*protected use must be indicated on this survey*)
- ☐ List of officers for alcohol business and property owner

AUTHORIZATION BY PROPERTY OWNER(S)

I, Timothy J. Lott, the owner of the property to be considered, hereby authorize the above business and representative to file this application for a variance from the requirements of Chapter 6, Section 6-4 of the City of Dallas Code of Ordinances.

Timothy J. Lott
Owner's Printed Name

[Signature]
Owner's Signature

APPLICANT ACKNOWLEDGEMENT AND AFFIDAVIT

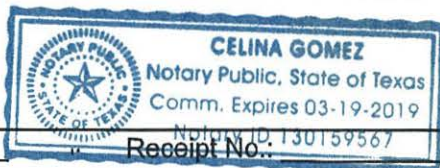
I have read, examined, and completed this application; and know the information provided to be true and correct. I hereby apply for a variance from the distance requirements in Chapter 6, Section 6-4 of the City of Dallas Code of Ordinances. I understand that this application, including all submitted documentation, are public information and can be made available through an Open Records Request per the Texas Public Information Act (Texas Government Code, Chapter 552).

Siddharth S. Keswani

Applicant's Printed Name

[Signature]
Applicant Signature

Sworn to and subscribed before me by on this day 20 of October in the year 2017, to certify which witness my hand and seal of office.



Celina Gomez
Celina Gomez
Notary Public in and for the State of Texas

Date received: 11-16-17

Receipt No. 130159567

Case number: AV178-001

AV178-001

PLANNER: AM CC DISTRICT 6



October 30, 2017

Mr. David Cossum
Director
Department of Sustainable Development and Construction
City of Dallas
1500 Marilla, Room 5DS
Dallas, Texas 75201

RE: Variance for general merchandise store greater than 10,000 square feet selling beer and wine for off-premise consumption located at 2223 Singleton.

Dear Mr. Cossum:

Fiesta Mart LLC has taken over the operations for a grocery store at the address listed above. The property was granted a previous variance to the spacing requirements that allowed Minyard Food Stores to sell beer and wine for off premise consumption when it operated at this same location.

The property is zoned for Community Retail uses and is located at the intersection of two major thoroughfares. The property is over 13 acres and has been developed with over 100,000 square feet of retail, restaurant, and other commercial uses. In seeking this variance, it should be noted that Fiesta Mart is the largest full service grocery store (36,680 square feet) located between the Trinity River, Walton Walker Boulevard, and Interstate 30. According to current records from the Census Bureau, there are over 24,000 residents that live in this area. The protected use sits on a 16 acre lot that includes a football practice field, track, and baseball fields. The protected use and the shopping center share a common property line. Even though the property lines abut one another, the actual school building sits farther to the north of the shopping center. The distance between the front door of the protective use and the grocery store is over 1700 feet. This creates an undue hardship on the applicant's ability to provide services for area residents as they are allowed to at their other locations.

Fiesta Mart LLC needs to transfer the license information to reflect their ownership of the space. The property owner has agreed to allow Fiesta Mart LLC to seek this variance.

We have included a TABC field survey and a list of officers for the property owner and the applicant.

Please feel free to contact our offices if you need any additional information regarding this application.

A handwritten signature in blue ink, appearing to read 'Santos T. Martinez'.

Santos T. Martinez
Authorized representative for
Fiesta Mart LLC

**List of Officers
Fiesta Mart LLC**

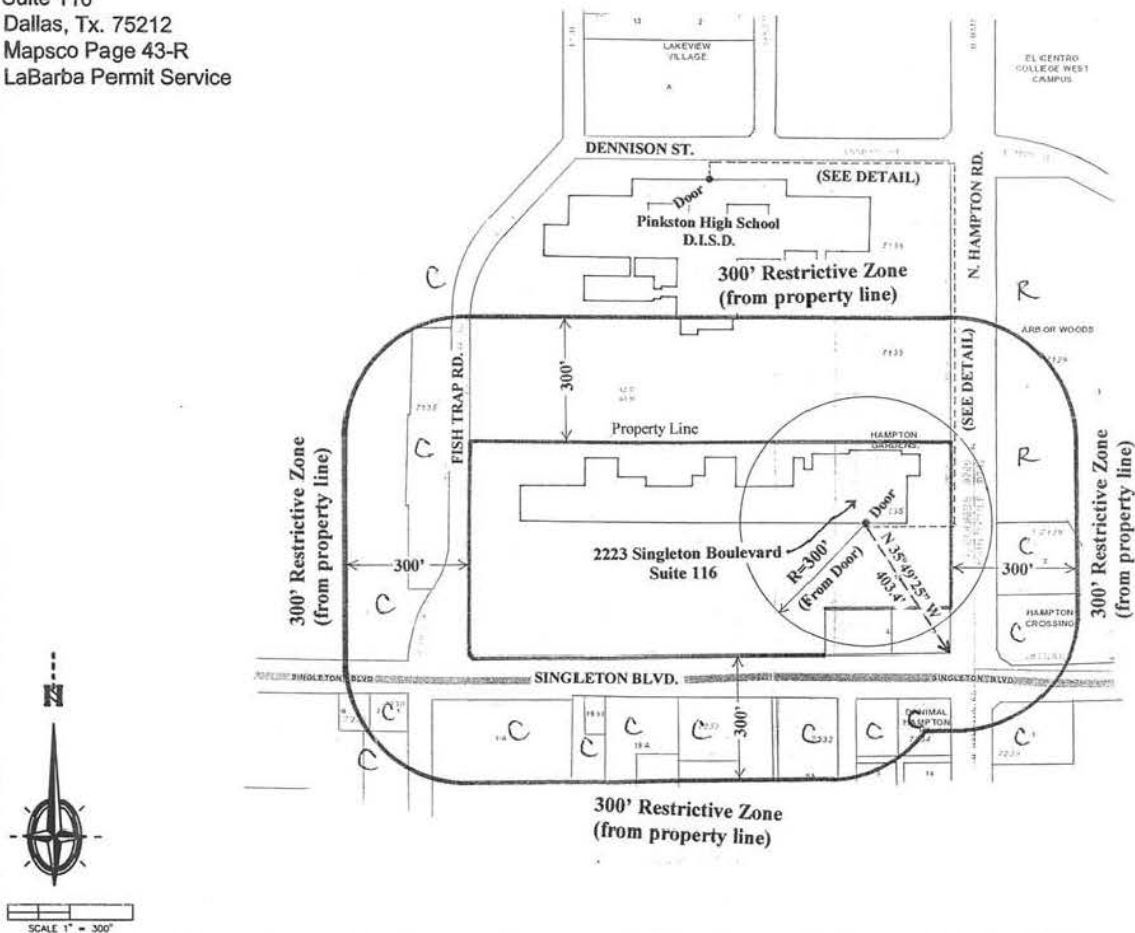
Siddharth S. Keswani	President
Wayne Peterson	CFO
David de Kanter	Secretary
Stacy Walker	Treasurer

Lakewest Revitalization Foundation, Inc.
List of Officers

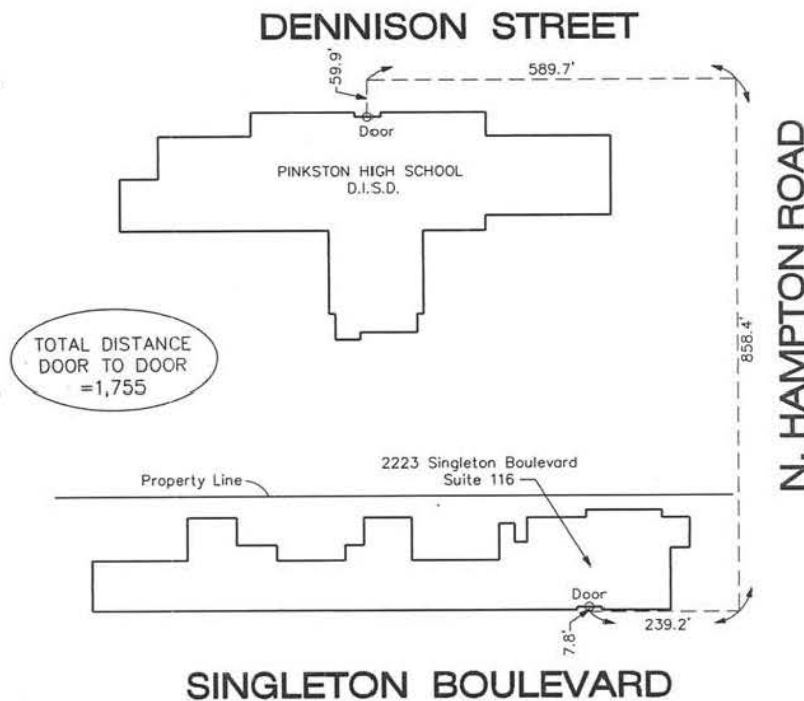
Troy Broussard	President
Arrvel Wilson	Vice President
Timothy Lott	Secretary/Treasurer

FIESTA MART #214
2223 Singleton Boulevard
Suite 116
Dallas, Tx. 75212
Mapsco Page 43-R
LaBarba Permit Service

ALCOHOL MEASUREMENT PLAT



DETAIL
Scale: 1"=200'



I have conducted (or caused to be conducted) a physical inspection of the area and a diligent search of public records to determine if the place of business is located near any protected uses. This survey map shows that the place of business where alcoholic beverages will be sold does not meet the location requirements in Dallas City Code 6-4.

The FIESTA MART #214, located at 2223 Singleton Boulevard, Suite 116, in the City of Dallas, is within 300 feet of a church, public or private school, day care center, child care facility or a public hospital as defined in Dallas City Code Section 6-4.

Date: 11/14/2017
Job: 17-512

This survey was performed for an alcohol-measurement certification. All improvements may not be shown as existed at the time of survey. Research of protected properties included a search of appraisal district records, parole evidence of the owner/manager and a physical inspection on the ground.



SURVEYING ASSOCIATES

1018 S. Beckley, Dallas, Tx. 75203
Phone: (214) 948-3324
Fax: (214) 948-7540

FIRM Registration / License No. 10040200

February 14, 2018

WHEREAS, Section 6-4(g) of the Dallas City Code authorizes City Council to grant variances from the alcohol spacing requirements prescribed by Section 6-4(a) of the Dallas City Code; and

WHEREAS, Fiesta Mart, LLC has submitted an application for a wine and beer retailer's off-premise permit pursuant to Chapter 26 of the Texas Alcoholic Beverage Code for a general merchandise or food store with 10,000 square feet or more floor area, and is requesting a variance to the alcohol spacing requirements for a property on the north line of Singleton Boulevard and the west line of Hampton Road, south of L.G. Pinkston High School, a public school; and

WHEREAS, City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds that enforcement of the alcohol spacing requirements in this particular instance:

- (1) is not in the best interest of the public;
- (2) constitutes waste or inefficient use of land or other resources;
- (3) creates an undue hardship on an applicant for an alcohol permit;
- (4) does not serve its intended purpose; and
- (5) is not effective or necessary; and

WHEREAS, City Council desires to grant the alcohol spacing variance.

Now, Therefore,

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

SECTION 1. That the variance to the alcohol spacing requirements for Fiesta Mart, LLC, for property on the north line of Singleton Boulevard and the west line of Hampton Road, south of L.G. Pinkston High School, a public school, is granted, subject to the following conditions:

- (1) This alcohol spacing variance is valid only for a wine and beer retailer's off-premise permit pursuant to Chapter 26 of the Texas Alcoholic Beverage Code.
- (2) This alcohol spacing variance is valid only for a general merchandise or food store with 10,000 square feet or more floor area in the location shown on the attached location map.

February 14, 2018

SECTION 1. (continued)

- (3) Alcoholic beverages may not be sold by drive-in or drive-through service.
- (4) This alcohol spacing variance is valid for subsequent renewals of the alcohol permit.
- (5) This alcohol spacing variance may not be transferred to another location or to another alcohol permit holder.

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

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By: _____
Assistant City Attorney