

**JANUARY 9, 2019 CITY COUNCIL AGENDA
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated January 9, 2019. 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

12/21/2018

Date



Elizabeth Reich
for Chief Financial Officer

12-21-18

Date

RECEIVED

2018 DEC 21 AM 11:44

CITY SECRETARY
DALLAS, TEXAS

City of Dallas

1500 Marilla Street
Dallas, Texas 75201



COUNCIL AGENDA

January 9, 2019

(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, JANUARY 9, 2019
ORDER OF BUSINESS**

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

2:00 p.m. **INVOCATION AND PLEDGE OF ALLEGIANCE**

OPEN MICROPHONE

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 30

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 2:15 p.m.

Item 31

PUBLIC HEARINGS AND RELATED ACTIONS

6:00 p.m.

Items 32 - 44

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

Invocation and Pledge of Allegiance (Council Chambers)

Agenda Item/Open Microphone Speakers

VOTING AGENDA

1. 19-51 Approval of Minutes of the December 12, 2018 City Council Meeting

CONSENT AGENDA

Building Services Department

2. 18-1392 Authorize a two-year construction services contract with three one-year renewal options to perform job order contracting services at City of Dallas facilities with METCO Engineering, Inc. in the amount of \$4,000,000.00, Brown & Root Industrial Services, LLC in the amount of \$4,000,000.00, RS Commercial Construction, LLC in the amount of \$4,000,000.00, and 3i Contracting, LLC in the amount of \$4,000,000.00, the most advantageous proposers of ten - Total not to exceed \$16,000,000.00 - Financing: Capital Construction Fund (subject to annual appropriations)

Department of Public Works

3. 18-1324 Authorize a professional services contract with Criado & Associates, Inc. for the engineering design of the North Boulevard Terrace Extension/Bridge to Plymouth Road Project - Not to exceed \$303,784.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)
4. 18-1332 Authorize a professional services contract with Urban Engineers, Inc., dba Urban Services, Inc. for the engineering design of Alley Reconstruction Group 17-1403 (list attached to the Agenda Information Sheet) - Not to exceed \$212,235.50 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$125,423.00) and Water Utilities Capital Improvement Funds (\$86,812.50)
5. 18-1331 Authorize a professional services contract with Gresham Smith for the engineering design of Alley Reconstruction Group 17-7003 (list attached to the Agenda Information Sheet) - Not to exceed \$268,881.92 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$225,389.92) and Wastewater Capital Improvement Fund (\$43,492.00)
6. 18-1327 Authorize a professional services contract with BGE, Inc. for the engineering design of Street Petition Group 17-3002 (list attached to the Agenda Information Sheet) - Not to exceed \$354,314.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$294,474.00) and Water Utilities Capital Improvement Funds (\$59,840.00)

7. 18-1333 Authorize a professional services contract with CP&Y, Inc. for the engineering design of Street Petition Group 17-4003 (list attached to the Agenda Information Sheet) - Not to exceed \$143,456.83 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)
8. 18-1060 Authorize a professional services contract with APM & Associates, Inc. for the engineering design of Street Reconstruction Group 17-1008 (list attached to the Agenda Information Sheet) - Not to exceed \$159,707.45 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$138,257.45) and Water Utilities Capital Improvement Funds (\$21,450.00)
9. 18-1118 Authorize a professional services contract with Michael Baker International, Inc. for the engineering design of Street Reconstruction Group 17-1104 (list attached to the Agenda Information Sheet) - Not to exceed \$236,277.39 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$204,439.49) and Water Utilities Capital Improvement Funds (\$31,837.90)
10. 18-1328 Authorize a professional services contract with Halff Associates, Inc. for the engineering design of Street Reconstruction Group 17-1408 (list attached to the Agenda Information Sheet) - Not to exceed \$281,096.40 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$249,412.40) and Water Utilities Capital Improvement Funds (\$31,684.00)
11. 18-1241 Authorize a professional services contract with Solaray Engineering, Inc. for the engineering design of Street Reconstruction Group 17-6004 (list attached to the Agenda Information Sheet) - Not to exceed \$198,217.98 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$164,056.83) and Water Utilities Capital Improvement Funds (\$34,161.15)
12. 18-1227 Authorize **(1)** street paving, drainage, water and wastewater main improvements for Street Group 12-465; provide for partial payment of construction costs by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law (list attached to the Agenda Information Sheet); and **(2)** a benefit assessment hearing to be held on February 27, 2019, to receive comments - Financing: No cost consideration to the City (see Fiscal Information for potential future costs)
13. 18-1326 Authorize an amendment to the Funding Agreement with the North Central Texas Council of Governments and the Texas Department of Transportation (Agreement No. CSJ 0918-47-027) to extend the project schedule timeline through October 31, 2019, revise the project closeout requirements, scope of work, project location map, and the project budget for the Collective Sustainable Development Infrastructure Project - Financing: This action has no cost consideration to the City (see Fiscal Information)

Department of Sanitation Services

14. 19-8 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 to the Agenda Information Sheet) - Estimated Annual Revenue: \$21,840.00

Department of Sustainable Development and Construction

15. 18-1234 Authorize **(1)** settlement in lieu of proceeding further with condemnation in the condemnation suit styled City of Dallas v. LS Investments, et al., pending in County Court at Law No. 2, Cause No. CC-16-03529-B, for acquisition from LS Investments, et al., of a total of approximately 125,973 square feet of land located near the intersection of Fish and Beltline Roads for the Southwest 120/96-inch Water Transmission Pipeline Project; and **(2)** the deposit of the settlement amount reached through Court ordered mediation and negotiation of the condemnation suit for an amount - Not to exceed \$32,993.00, increased from \$107,319.00 (\$102,007.00 being the award, plus closing costs and title expenses not to exceed \$5,312.00) to \$140,312.00 (\$135,000.00 being the settlement amount, plus closing costs and title expenses not to exceed \$5,312.00) - Financing: Water Utilities Capital Improvement Funds
16. 18-924 An ordinance granting a private license to Bishop Arts Phase 1A, LLC, for the use of approximately 107 square feet of land to occupy, maintain and utilize a sidewalk café on a portion of Melba Street right-of-way near its intersection with Bishop Avenue - Revenue: \$200.00 annually, plus the \$20.00 ordinance publication fee
17. 18-1286 An ordinance abandoning a portion of a storm sewer easement to Bishop Arts Real Estate Development LP, the abutting owner, containing approximately 993 square feet of land, located near the intersection of Crawford and Neely Streets - Revenue: \$5,400.00, plus the \$20.00 ordinance publication fee

Department of Transportation

18. 19-30 Authorize Supplemental Agreement No. 1 to extend the Shuttle Funding Agreement between Dallas Area Rapid Transit, Downtown Dallas, Inc. and the City of Dallas for a period of four months - Not to exceed \$110,589.00 - Financing: Convention and Event Services Fund

Office of Budget

19. 19-49 Authorize initial support of the new Five-Year Consolidated Plan, covering the period of FY 2019-20 through FY 2023-24 for the four U.S. Department of Housing and Urban Development grant funds: Community Development Block Grant, HOME Investment Partnership Program, Emergency Solutions Grant, and Housing Opportunities for Persons with AIDS as prescribed by federal regulations - Financing: No cost consideration to the City

Office of Community Care

20. 18-1300 A resolution authorizing the City Manager to support the Annual Dr. Martin Luther King Jr. Celebration Week and parade for the public purpose of unifying the Dallas community and raising awareness to racial justice and equality by commemorating Dr. King's great dream of a vibrant, multi-racial nation united in justice, peace and reconciliation - Financing: This item has no cost consideration to the City (see Fiscal Information)
21. 18-1320 Authorize Supplemental Agreement No. 1 to increase the acquisition and maintenance contract with Ricoh USA Inc., for the additional migration time necessary to migrate the Fortis document management system to DocuWare for the City of Dallas Bureau of Vital Statistics - Not to exceed \$8,450.00, from \$48,802.67 to \$57,252.67 - Financing: General Fund (subject to appropriations)

Office of Procurement Services

22. 18-1348 Authorize a three-year service price agreement for wet well, pump stations, and stormwater drain pipe inspections and cleaning services for the Dallas Water Utilities Department - Pipeline Video Inspection LLC dba AIMS Companies, most advantageous proposer of two - Not to exceed \$4,733,000.00 - Financing: Stormwater Drainage Management Fund
23. 18-1267 Authorize a three-year service contract for upgrades, training, maintenance, and support of the recreation management system for the Park and Recreation Department - Vermont Systems, Inc., sole source - Not to exceed \$159,882.99 - Financing: Recreation Program Fund (subject to appropriations)
24. 18-1385 Authorize a three-year service contract, with two one-year renewal options, for the implementation and operation of the ambulance supplemental payment program and preparation and reporting of the cost allocation report to the Texas Health and Human Services Commission for the Fire-Rescue Department - Public Consulting Group, Inc. through an interlocal agreement with the City of Plano - Estimated Revenue: \$35,104,471.00 (see Fiscal Information)

25. 18-1250 Authorize **(1)** an acquisition contract for the purchase of point of sale computer hardware equipment for the Park and Recreation Department in the amount of \$124,509.26; and **(2)** a five-year service contract for maintenance and support of point of sale computer hardware equipment in the amount of \$25,335.00 - NewBold Corporation, most advantageous proposer of two - Total not to exceed \$149,844.26 - Financing: Recreation Program Fund (subject to annual appropriations)
26. 18-1357 Authorize a three-year master agreement for the purchase of emergency and non-emergency medical supplies for citywide use - Nashville Medical and EMS Products, Inc. in an estimated amount of \$2,594,833.29, Life-Assist, Inc. in an estimated amount of \$1,864,692.24, Concordance Healthcare Solutions, LLC in an estimated amount of \$992,378.00, Medline Industries, Inc. in an estimated amount of \$541,473.19, and Bound Tree Medical, LLC in an estimated amount of \$463,298.99, lowest responsible bidders of thirteen - Total estimated amount of \$6,456,675.71 - Financing: General Fund

Park & Recreation Department

27. 19-11 Authorize a professional services contract with Halff Associates, Inc. for schematic design, design development, construction documents, procurement and construction observation phases for the White Rock Lake Trail improvements from the Bath House to Winfrey Point located in blocks 500 to 1000 of East Lawther Drive - Not to exceed \$360,595.00 - Financing: Park and Recreation Facilities (B) Fund (2017 Bond Funds)
28. 19-6 Authorize a contract for construction of the Timberglen Trail between Barry H. Barker Park and Timberglen Park located at 3678 Timberglen Road - Northstar Construction, Inc., lowest responsible bidder of eleven - Not to exceed \$817,770.00 - Financing: Street and Transportation Improvements Fund (2012 Bond Funds)
29. 18-1444 Authorize Supplemental Agreement No. 1 to the professional services contract with GSR Andrade Architects, Inc. to add design development through construction administration phases for improvements to the DeGolyer House and installation of new sidewalks along Garland Road at the Dallas Arboretum located at 8525 Garland Road - Not to exceed \$172,865.00, from \$72,100.00 to \$244,965.00 - Financing: Park and Recreation Facilities Fund (2006 Bond Funds)

Water Utilities Department

30. 18-1098 Authorize an increase in the construction services contract with John Burns Construction Company of Texas, Inc. for additional work associated with the installation of water and wastewater mains in Royal Lane - Not to exceed \$1,917,756.00, from \$17,170,000.00 to \$19,087,756.00 - Financing: Water Utilities Capital Improvement Funds

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

31. 19-52 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)

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

32. 18-1427 A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for nonresidential uses on property zoned an O-2 Office Subdistrict, an LC Light Commercial Subdistrict, and an HC Heavy Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the west line of Cedar Springs Road, the northeast line of Bookhout Street, and the southwest line of Maple Avenue
Recommendation of Staff and CPC: Approval, subject to a development plan, landscape plan, and conditions
Z178-333(SM)
33. 19-25 A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 440, on the southeast line of East Grand Avenue, southwest of La Vista Drive
Recommendation of Staff and CPC: Approval, subject to a revised development plan, a revised landscape plan, a traffic management plan, and conditions
Z178-349(JM)

34. 19-26 A public hearing to receive comments regarding an application for and an ordinance granting an R-7.5(A) Single Family District on property zoned a CR-D Community Retail District with a D Liquor Control Overlay, on the north line of Bearden Lane, east of South Buckner Boulevard
Recommendation of Staff and CPC: Approval with retention of the D Liquor Control Overlay
Z178-365(AM)
35. 19-27 A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2168 for an animal shelter or clinic with outside run on property zoned an IR Industrial Research District, along the north line of West Commerce Street, west of Chappell Street
Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to conditions
Z178-372(PD)

ZONING CASES - INDIVIDUAL

36. 19-28 A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue
Recommendation of Staff and CPC: Approval, subject to a revised development plan and conditions
Z178-190(SM)
37. 19-29 A public hearing to receive comments regarding an application for a Planned Development Subdistrict for MF-2 Multiple Family uses on property zoned an MF-2 Multiple Family Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the west line of Carlisle Street, between North Hall Street and Bowen Street
Recommendation of Staff: Approval, subject to a development plan and staff's recommended conditions
Recommendation of CPC: Denial without prejudice
Z178-206(JM)

38. 19-31 A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 734 for a public school other than an open-enrollment charter school on property zoned Planned Development District No. 734, on the southeast corner of Nuestra Drive and Wozencraft Drive
Recommendation of Staff and CPC: Approval, subject to a revised development plan, revised landscape plan, traffic management plan, and conditions
Z178-221(CT)
39. 19-32 A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for IR Industrial Research District uses, a costume rental and theater supply store, and an indoor golf facility on property zoned an IR Industrial Research District, on the southwest corner of Wycliff Avenue and Monitor Street
Recommendation of Staff: Approval, subject to a revised development plan, a mixed use parking chart exhibit, and staff's recommended conditions
Recommendation of CPC: Approval, subject to a development plan, a mixed use parking chart exhibit, and conditions
Z178-278(SM)
40. 19-33 A public hearing to receive comments regarding a City Plan Commission authorized hearing to determine proper zoning on property zoned Conservation District No. 12, the Belmont Addition Conservation District with Modified Delta Overlay No. 1 on a portion, with consideration given to amending density requirements to allow accessory dwelling units as regulated in Section 51A-4.510 in an area generally bounded by lots on both sides of Llano Avenue, Skillman Street, the lots on both sides of Belmont Avenue (excluding the south side of Belmont Avenue between Greenville Avenue and Matilda Street), and Greenville Avenue and an ordinance granting the amendments
Recommendation of Staff and CPC: Approval, subject to conditions
Z178-343(AR)
41. 19-34 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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay, on the northeast side of East Ledbetter Drive, east of South R.L. Thornton Freeway
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 two-year period, subject to a site plan and conditions
Z178-353(CY)

ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL

42. 18-1441 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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway (US 67)
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 staff's recommended conditions
Recommendation of CPC: Approval for a two-year period, subject to a site plan and conditions
Z178-263(CY)
Note: This item was deferred by the City Council before opening the public hearing on November 28, 2018, and is scheduled for consideration on January 9, 2019
43. 19-67 A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for GR General Retail Subdistrict uses on property zoned an MF-2 Multiple Family Subdistrict and an LC Light Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the north corner of Amelia Street and Maple Avenue
Recommendation of Staff: Approval, subject to a development plan and staff's recommended conditions
Recommendation of CPC: Approval, subject to a development plan and conditions
Z178-282(SM)
Note: This item was deferred by the City Council before opening the public hearing on December 12, 2018, and is scheduled for consideration on January 9, 2019

MISCELLANEOUS HEARING

Housing & Neighborhood Revitalization

44. 18-1439 A public hearing to receive comments on the proposed City of Dallas FY 2018-19 Urban Land Bank Demonstration Program Plan and upon the close of the public hearing, approval of the City of Dallas FY 2018-19 Urban Land Bank Demonstration Program Plan - Financing: No cost consideration to the City

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: January 9, 2019

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
1.	N/A	V	N/A	N/A	Approval of Minutes of the December 12, 2018 City Council Meeting
2.	All	C	BSD	\$16,000,000.00	Authorize a two-year construction services contract with three one-year renewal options to perform job order contracting services at City of Dallas facilities with METCO Engineering, Inc. in the amount of \$4,000,000.00, Brown & Root Industrial Services, LLC in the amount of \$4,000,000.00, RS Commercial Construction, LLC in the amount of \$4,000,000.00, and 3i Contracting, LLC in the amount of \$4,000,000.00, the most advantageous proposers of ten - Total not to exceed \$16,000,000.00 - Financing: Capital Construction Fund (subject to annual appropriations)
3.	1	C	PBW	\$303,784.00	Authorize a professional services contract with Criado & Associates, Inc. for the engineering design of the North Boulevard Terrace Extension/Bridge to Plymouth Road Project - Not to exceed \$303,784.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)
4.	14	C	PBW	\$212,235.50	Authorize a professional services contract with Urban Engineers, Inc., dba Urban Services, Inc. for the engineering design of Alley Reconstruction Group 17-1403 (list attached to the Agenda Information Sheet) - Not to exceed \$212,235.50 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$125,423.00) and Water Utilities Capital Improvement Funds (\$86,812.50)
5.	7	C	PBW	\$268,881.92	Authorize a professional services contract with Gresham Smith for the engineering design of Alley Reconstruction Group 17-7003 (list attached to the Agenda Information Sheet) - Not to exceed \$268,881.92 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$225,389.92) and Wastewater Capital Improvement Fund (\$43,492.00)
6.	3	C	PBW	\$354,314.00	Authorize a professional services contract with BGE, Inc. for the engineering design of Street Petition Group 17-3002 (list attached to the Agenda Information Sheet) - Not to exceed \$354,314.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$294,474.00) and Water Utilities Capital Improvement Funds (\$59,840.00)
7.	4	C	PBW	\$143,456.83	Authorize a professional services contract with CP&Y, Inc. for the engineering design of Street Petition Group 17-4003 (list attached to the Agenda Information Sheet) - Not to exceed \$143,456.83 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)
8.	1, 2	C	PBW	\$159,707.45	Authorize a professional services contract with APM & Associates, Inc. for

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
					the engineering design of Street Reconstruction Group 17-1008 (list attached to the Agenda Information Sheet) - Not to exceed \$159,707.45 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$138,257.45) and Water Utilities Capital Improvement Funds (\$21,450.00)
9.	11	C	PBW	\$236,277.39	Authorize a professional services contract with Michael Baker International, Inc. for the engineering design of Street Reconstruction Group 17-1104 (list attached to the Agenda Information Sheet) - Not to exceed \$236,277.39 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$204,439.49) and Water Utilities Capital Improvement Funds (\$31,837.90)
10.	14	C	PBW	\$281,096.40	Authorize a professional services contract with Halff Associates, Inc. for the engineering design of Street Reconstruction Group 17-1408 (list attached to the Agenda Information Sheet) - Not to exceed \$281,096.40 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$249,412.40) and Water Utilities Capital Improvement Funds (\$31,684.00)
11.	6	C	PBW	\$198,217.98	Authorize a professional services contract with Solaray Engineering, Inc. for the engineering design of Street Reconstruction Group 17-6004 (list attached to the Agenda Information Sheet) - Not to exceed \$198,217.98 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$164,056.83) and Water Utilities Capital Improvement Funds (\$34,161.15)
12.	4, 7	C	PBW	NC	Authorize (1) street paving, drainage, water and wastewater main improvements for Street Group 12-465; provide for partial payment of construction costs by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law (list attached to the Agenda Information Sheet); and (2) a benefit assessment hearing to be held on February 27, 2019, to receive comments - Financing: No cost consideration to the City (see Fiscal Information for potential future cost)
13.	1	C	PBW	NC	Authorize an amendment to the Funding Agreement with the North Central Texas Council of Governments and the Texas Department of Transportation (Agreement No. CSJ 0918-47-027) to extend the project schedule timeline through October 31, 2019, revise the project closeout requirements, scope of work, project location map, and the project budget for the Collective Sustainable Development Infrastructure Project - Financing: This action has no cost consideration to the City (see Fiscal Information)
14.	N/A	C	SAN	REV \$21,840.00	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 to the Agenda Information Sheet) - Estimated Annual Revenue: \$21,840.00

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
15.	8	C	DEV	\$140,312.00	Authorize (1) settlement in lieu of proceeding further with condemnation in the condemnation suit styled City of Dallas v. LS Investments, et al., pending in County Court at Law No. 2, Cause No. CC-16-03529-B, for acquisition from LS Investments, et al., of a total of approximately 125,973 square feet of land located near the intersection of Fish and Beltline Roads for the Southwest 120/96-inch Water Transmission Pipeline Project; and (2) the deposit of the settlement amount reached through Court ordered mediation and negotiation of the condemnation suit for an amount - Not to exceed \$32,993.00, increased from \$107,319.00 (\$102,007.00 being the award, plus closing costs and title expenses not to exceed \$5,312.00) to \$140,312.00 (\$135,000.00 being the settlement amount, plus closing costs and title expenses not to exceed \$5,312.00) - Financing: Water Utilities Capital Improvement Funds
16.	1	C	DEV	REV \$200.00	An ordinance granting a private license to Bishop Arts Phase 1A, LLC, for the use of approximately 107 square feet of land to occupy, maintain and utilize a sidewalk café on a portion of Melba Street right-of-way near its intersection with Bishop Avenue - Revenue: \$200.00 annually, plus the \$20.00 ordinance publication fee
17.	1	C	DEV	REV \$5,400.00	An ordinance abandoning a portion of a storm sewer easement to Bishop Arts Real Estate Development LP, the abutting owner, containing approximately 993 square feet of land, located near the intersection of Crawford and Neely Streets - Revenue: \$5,400.00, plus the \$20.00 ordinance publication fee
18.	2, 14	C	TRN	\$110,589.00	Authorize Supplemental Agreement No. 1 to extend the Shuttle Funding Agreement between Dallas Area Rapid Transit, Downtown Dallas, Inc. and the City of Dallas for a period of four months - Not to exceed \$110,589.00 - Financing: Convention and Event Services Fund
19.	N/A	C	OFS	NC	Authorize initial support of the new Five-Year Consolidated Plan, covering the period of FY 2019-20 through FY 2023-24 for the four U.S. Department of Housing and Urban Development grant funds: Community Development Block Grant, HOME Investment Partnership Program, Emergency Solutions Grant, and Housing Opportunities for Persons with AIDS as prescribed by federal regulations - Financing: No cost consideration to the City
20.	All	C	OCC	NC	A resolution authorizing the City Manager to support the Annual Dr. Martin Luther King Jr. Celebration Week and parade for the public purpose of unifying the Dallas community and raising awareness to racial justice and equality by commemorating Dr. King's great dream of a vibrant, multi-racial nation united in justice, peace and reconciliation - Financing: This item has

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
					no cost consideration to the City (see Fiscal Information)
21.	All	C	OCC	\$8,450.00	Authorize Supplemental Agreement No. 1 to increase the acquisition and maintenance contract with Ricoh USA Inc., for the additional migration time necessary to migrate the Fortis document management system to DocuWare for the City of Dallas Bureau of Vital Statistics - Not to exceed \$8,450.00, from \$48,802.67 to \$57,252.67 - Financing: General Fund (subject to appropriations)
22.	All	C	PBD	\$4,733,000.00	Authorize a three-year service price agreement for wet well, pump stations, and stormwater drain pipe inspections and cleaning services for the Dallas Water Utilities Department - Pipeline Video Inspection LLC dba AIMS Companies, most advantageous proposer of two - Not to exceed \$4,733,000.00 - Financing: Stormwater Drainage Management Fund
23.	All	C	PBD	\$159,882.99	Authorize a three-year service contract for upgrades, training, maintenance, and support of the recreation management system for the Park and Recreation Department - Vermont Systems, Inc., sole source - Not to exceed \$159,882.99 - Financing: Recreation Program Fund (subject to appropriations)
24.	All	C	PBD	REV \$35,104,471.00	Authorize a three-year service contract, with two one-year renewal options, for the implementation and operation of the ambulance supplemental payment program and preparation and reporting of the cost allocation report to the Texas Health and Human Services Commission for the Fire-Rescue Department - Public Consulting Group, Inc. through an interlocal agreement with the City of Plano - Estimated Revenue: \$35,104,471.00 (see Fiscal Information)
25.	All	C	PBD	\$149,844.26	Authorize (1) an acquisition contract for the purchase of point of sale computer hardware equipment for the Park and Recreation Department in the amount of \$124,509.26; and (2) a five-year service contract for maintenance and support of point of sale computer hardware equipment in the amount of \$25,335.00 - NewBold Corporation, most advantageous proposer of two - Total not to exceed \$149,844.26 - Financing: Recreation Program Fund (subject to annual appropriations)
26.	All	C	PBD	\$6,456,675.71	Authorize a three-year master agreement for the purchase of emergency and non-emergency medical supplies for citywide use - Nashville Medical and EMS Products, Inc. in an estimated amount of \$2,594,833.29, Life-Assist, Inc. in an estimated amount of \$1,864,692.24, Concordance Healthcare Solutions, LLC in an estimated amount of \$992,378.00, Medline Industries, Inc. in an estimated amount of \$541,473.19, and Bound Tree Medical, LLC in

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
					an estimated amount of \$463,298.99, lowest responsible bidders of thirteen - Total estimated amount of \$6,456,675.71 - Financing: General Fund
27.	9	C	PKR	\$360,595.00	Authorize a professional services contract with Halff Associates, Inc. for schematic design, design development, construction documents, procurement and construction observation phases for the White Rock Lake Trail improvements from the Bath House to Winfrey Point located in blocks 500 to 1000 of East Lawther Drive - Not to exceed \$360,595.00 - Financing: Park and Recreation Facilities (B) Fund (2017 Bond Funds)
28.	12	C	PKR	\$817,770.00	Authorize a contract for construction of the Timberglen Trail between Barry H. Barker Park and Timberglen Park located at 3678 Timberglen Road - Northstar Construction, Inc., lowest responsible bidder of eleven - Not to exceed \$817,770.00 - Financing: Street and Transportation Improvements Fund (2012 Bond Funds)
29.	9	C	PKR	\$172,865.00	Authorize Supplemental Agreement No. 1 to the professional services contract with GSR Andrade Architects, Inc. to add design development through construction administration phases for improvements to the DeGolyer House and installation of new sidewalks along Garland Road at the Dallas Arboretum located at 8525 Garland Road - Not to exceed \$172,865.00, from \$72,100.00 to \$244,965.00 - Financing: Park and Recreation Facilities Fund (2006 Bond Funds)
30.	13	C	WTR	\$1,917,756.00	Authorize an increase in the construction services contract with John Burns Construction Company of Texas, Inc. for additional work associated with the installation of water and wastewater mains in Royal Lane - Not to exceed \$1,917,756.00, from \$17,170,000.00 to \$19,087,756.00 - Financing: Water Utilities Capital Improvement Funds
31.	N/A	I	SEC	NC	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)
32.	14	PH	DEV	NC	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for nonresidential uses on property zoned an O-2 Office Subdistrict, an LC Light Commercial Subdistrict, and an HC Heavy Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the west line of Cedar Springs Road, the northeast line of Bookhout Street, and the southwest line of Maple Avenue Recommendation of Staff and CPC: Approval, subject to a development plan, landscape plan, and conditions

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
					Z178-333(SM)
33.	2	PH	DEV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 440, on the southeast line of East Grand Avenue, southwest of La Vista Drive</p> <p>Recommendation of Staff and CPC: Approval, subject to a revised development plan, a revised landscape plan, a traffic management plan, and conditions</p> <p>Z178-349(JM)</p>
34.	5	PH	DEV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting an R-7.5(A) Single Family District on property zoned a CR-D Community Retail District with a D Liquor Control Overlay, on the north line of Bearden Lane, east of South Buckner Boulevard</p> <p>Recommendation of Staff and CPC: Approval with retention of the D Liquor Control Overlay</p> <p>Z178-365(AM)</p>
35.	6	PH	DEV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2168 for an animal shelter or clinic with outside run on property zoned an IR Industrial Research District, along the north line of West Commerce Street, west of Chappell Street</p> <p>Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to conditions</p> <p>Z178-372(PD)</p>
36.	1	PH	DEV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue</p> <p>Recommendation of Staff and CPC: Approval, subject to a revised development plan and conditions</p> <p>Z178-190(SM)</p>
37.	14	PH	DEV	NC	<p>A public hearing to receive comments regarding an application for a Planned Development Subdistrict for MF-2 Multiple Family uses on property zoned an MF-2 Multiple Family Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the west line of Carlisle Street, between North Hall Street and Bowen Street</p> <p>Recommendation of Staff: Approval, subject to a development plan and staff's recommended conditions</p>

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
					Recommendation of CPC: Denial without prejudice Z178-206(JM)
38.	13	PH	DEV	NC	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 734 for a public school other than an open-enrollment charter school on property zoned Planned Development District No. 734, on the southeast corner of Nuestra Drive and Wozencraft Drive Recommendation of Staff and CPC: Approval, subject to a revised development plan, revised landscape plan, traffic management plan, and conditions Z178-221(CT)
39.	6	PH	DEV	NC	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for IR Industrial Research District uses, a costume rental and theater supply store, and an indoor golf facility on property zoned an IR Industrial Research District, on the southwest corner of Wycliff Avenue and Monitor Street Recommendation of Staff: Approval, subject to a revised development plan, a mixed use parking chart exhibit, and staff's recommended conditions Recommendation of CPC: Approval, subject to a development plan, a mixed use parking chart exhibit, and conditions Z178-278(SM)
40.	14	PH	DEV	NC	A public hearing to receive comments regarding a City Plan Commission authorized hearing to determine proper zoning on property zoned Conservation District No. 12, the Belmont Addition Conservation District with Modified Delta Overlay No. 1 on a portion, with consideration given to amending density requirements to allow accessory dwelling units as regulated in Section 51A-4.510 in an area generally bounded by lots on both sides of Llano Avenue, Skillman Street, the lots on both sides of Belmont Avenue (excluding the south side of Belmont Avenue between Greenville Avenue and Matilda Street), and Greenville Avenue and an ordinance granting the amendments Recommendation of Staff and CPC: Approval, subject to conditions Z178-343(AR)
41.	4	PH	DEV	NC	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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay, on the northeast side of East Ledbetter Drive, east of South

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
					<p>R.L. Thornton Freeway</p> <p>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</p> <p>Recommendation of CPC: Approval for a two-year period, subject to a site plan and conditions</p> <p>Z178-353(CY)</p>
42.	3	PH	DEV	NC	<p>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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway (US 67)</p> <p>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 staff's recommended conditions</p> <p>Recommendation of CPC: Approval for a two-year period, subject to a site plan and conditions</p> <p>Z178-263(CY)</p> <p>Note: This item was deferred by the City Council before opening the public hearing on November 28, 2018, and is scheduled for consideration on January 9, 2019</p>
43.	2	PH	DEV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for GR General Retail Subdistrict uses on property zoned an MF-2 Multiple Family Subdistrict and an LC Light Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the north corner of Amelia Street and Maple Avenue</p> <p>Recommendation of Staff: Approval, subject to a development plan and staff's recommended conditions</p> <p>Recommendation of CPC: Approval, subject to a development plan and conditions</p> <p>Z178-282(SM)</p> <p>Note: This item was deferred by the City Council before opening the public hearing on December 12, 2018, and is scheduled for consideration on January 9, 2019</p>
44.	All	PH	HOU	NC	<p>A public hearing to receive comments on the proposed City of Dallas FY 2018-19 Urban Land Bank Demonstration Program Plan and upon the close of the public hearing, approval of the City of Dallas FY 2018-19 Urban Land</p>

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
					Bank Demonstration Program Plan - Financing: No cost consideration to the City

TOTAL \$33,185,711.43



City of Dallas

1500 Marilla Street
Dallas, Texas 75201

Agenda Information Sheet

File #: 19-51

Item #: 1.

SUBJECT

Approval of Minutes of the December 12, 2018 City Council Meeting



Agenda Information Sheet

File #: 18-1392

Item #: 2.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): All

DEPARTMENT: Building Services Department

EXECUTIVE: Joey Zapata

SUBJECT

Authorize a two-year construction services contract with three one-year renewal options to perform job order contracting services at City of Dallas facilities with METCO Engineering, Inc. in the amount of \$4,000,000.00, Brown & Root Industrial Services, LLC in the amount of \$4,000,000.00, RS Commercial Construction, LLC in the amount of \$4,000,000.00, and 3i Contracting, LLC in the amount of \$4,000,000.00, the most advantageous proposers of ten - Total not to exceed \$16,000,000.00 - Financing: Capital Construction Fund (subject to annual appropriations)

BACKGROUND

This action will authorize the construction services contracts with four firms to provide job order contracting services for repairs, alterations, renovations, remediation, and construction at City of Dallas facilities. These services will be provided at the following city facilities: community centers, cultural facilities, fire stations, libraries, police stations, service centers, historical facilities, and City Hall. Services will be performed on one or more of the following building systems: accessibility components, building envelopes, heating, ventilation, and air-conditioning systems, electrical systems, plumbing systems, interior finishes, exterior finishes, and roofing systems.

Job order contracting (JOC) is an alternative contracting method that provides an option to address construction, repair, rehabilitation, and alterations at City-owned buildings, as provided for by Texas Government Code Chapter 2269. These contracts were competitively procured with indefinite delivery and indefinite quantities.

This action does not encumber funds. The purpose of a job order services contract is to establish firm pricing for the above-mentioned services, for a specified term, which are ordered on an as-needed basis.

On July 18 and 25, 2018, the request for proposals for job order contracting services was advertised in accordance with City of Dallas purchasing guidelines. On August 17, 2018, ten proposals were received by the Office of Procurement Services. The Proposal Evaluation Committee was comprised of staff from the Building Services, Aviation, and Public Works Departments. The Proposal Evaluation Committee evaluated and ranked all proposals according to evaluation criteria published with the project specifications:

- 20% Capabilities, Resources and Responsiveness
- 12% Contractor's Pertinent Experience
- 20% Contractor's Approach to the Project
- 10% Contractor's Current Contracts
- 3% Litigation
- 20% Contractor Coefficients
- 15% Business Inclusion and Development

METCO Engineering, Inc., Brown & Root Industrial Services, LLC, RS Commercial Construction, LLC, and 3i Contracting LLC were selected by an evaluation committee as the most advantageous proposers to the City, in accordance with the City of Dallas procurement guidelines.

The following chart illustrates METCO Engineering, Inc.'s contractual activities with the City of Dallas for the past three years.

	<u>PBW</u>	<u>DWU</u>	<u>PKR</u>
Projects Completed	31	0	32
Change Orders	0	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

The following chart illustrates Brown & Root Industrial Services, LLC's contractual activities with the City of Dallas for the past three years.

	<u>PBW</u>	<u>DWU</u>	<u>PKR</u>
Projects Completed	47	0	7
Change Orders	20	0	6
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

The following chart illustrates RS Commercial Construction, LLC contractual activities with the City of Dallas within the past three years, doing business as Restoration Specialists, Vendor VS0000044823.

	<u>PBW</u>	<u>DWU</u>	<u>PKR</u>
Projects Completed	5	0	6
Change Orders	4	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

3i Contracting, LLC has had no contractual activities with the City of Dallas within the past three years.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Capital Construction Fund - \$16,000,000.00 (subject to annual appropriations)

Final distribution of funds among the selected Proposers will be subject to the respective job scope assignments.

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$16,000,000.00	Construction	25.00%	N/A	N/A
• Job order contracting services at City facilities require 25.00% M/WBE participation. M/WBE participation efforts will be made at the time each project is authorized.				

PROCUREMENT INFORMATION

The request for proposals for job order contracting services was advertised following City of Dallas purchasing guidelines. On August 10, 2018 the following proposals were received:

*Denotes successful proposers

Contractors

Rank

*METCO Engineering, Inc.
3333 Lee Parkway, Ste. 600
Dallas, Texas 75219

1

*Brown & Root Industrial Services, LLC 8121 Broadway Street, Ste. 200 Houston, Texas 77061	2
*RS Commercial Construction, LLC 4808 Simonton Dallas, Texas 75244	3
*3i Contracting, LLC 1111 Mockingbird Lane, Ste. 1050 Dallas, Texas 75247	4
Phoenix I Restoration & Construction, Ltd.	5
Acumen Enterprises, Inc.	6
Nouveau Construction & Technology Services	7
RNDI Companies, Inc.	8
LMC Corporation	9
IDA Engineering, Inc.	10

OWNERS**METCO Engineering, Inc.**

Barry Bagheri, President

Brown and Root Industrial Services, LLC

Rick Farrag, Vice President - On Call Construction

RS Commercial Construction, LLC

Mark DeMattia, President

3i Contracting, LLC

Ron Hill, Vice President of Operations

January 9, 2019

WHEREAS, the State of Texas Local Government Code Chapter 2269 provides for Job Order Contracting by local municipalities; and

WHEREAS, Job Order Contracting is desirable and necessary to perform repair, alteration, renovation, remediation, and minor construction at City facilities; and

WHEREAS, it is now desirable to authorize a two-year construction services contract with three one-year renewal options to perform job order contracting services at City of Dallas facilities with METCO Engineering, Inc. in the amount of \$4,000,000.00, Brown & Root Industrial Services LLC in the amount of \$4,000,000.00, RS Commercial Construction, LLC in the amount of \$4,000,000.00, and 3i Contracting, LLC in the amount of \$4,000,000.00, the most advantageous proposers of ten, total amount not to exceed \$16,000,000.00 (subject to annual appropriations).

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a two-year construction services contract with three one-year renewal options to perform job order contracting services at City of Dallas facilities with METCO Engineering, Inc. in the amount of \$4,000,000.00, Brown & Root Industrial Services LLC in the amount of \$4,000,000.00, RS Commercial Construction, LLC in the amount of \$4,000,000.00, and 3i Contracting, LLC in the amount of \$4,000,000.00, the most advantageous proposers of ten, approved as to form by the City Attorney, in a total amount not to exceed \$16,000,000.00 (subject to annual appropriations).

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in a total amount not to exceed \$16,000,000.00, to METCO Engineering, Inc. (Vendor VS0000025965) in the amount of \$4,000,000.00, Brown & Root Industrial Services LLC (Vendor VC15293) in the amount of \$4,000,000.00, RS Commercial Construction, LLC (Vendor VS98430) in the amount of \$4,000,000.00, and 3i Contracting, LLC (Vendor VS91700) in the amount of \$4,000,000.00, in accordance with the terms and conditions of the contract from the applicable project fund for the individual construction for which the services are being performed (subject to annual appropriations).

SECTION 3. That the contracts are designated as follows:

METCO Engineering, Inc.
Brown & Root Industrial Services, LLC
RS Commercial Construction, LLC
3i Contracting, LLC

Contract No. BSD-2019-00008266
Contract No. BSD-2019-00008267
Contract No. BSD-2019-00008268
Contract No. BSD-2019-00008615

January 9, 2019

SECTION 4. That the Department Director or designee is authorized to request services as needed with the authorized firms in accordance with accepted pricing.

SECTION 5. That each contract shall provide for termination by the City Manager, without liability, in the event of non-appropriation of funding available for these contracts by the City Council.

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



Agenda Information Sheet

File #: 18-1324

Item #: 3.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 1

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize a professional services contract with Criado & Associates, Inc. for the engineering design of the North Boulevard Terrace Extension/Bridge to Plymouth Road Project - Not to exceed \$303,784.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)

BACKGROUND

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Criado & Associates, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Criado & Associates, Inc. for the engineering design of the North Boulevard Terrace Extension/Bridge to Plymouth Road Project. The project will include extending North Boulevard Terrace approximately 600 feet over Coombs Creek to connect with Plymouth Road. Work items will include concrete pavement, curb and gutter, driveway approaches, sidewalk, storm drainage and a bridge structure.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	March 2019
Complete Design	March 2020
Begin Construction	May 2020
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Street and Transportation (A) Fund (2017 Bond Funds) - \$303,784.00

Estimated Future Cost - Construction - \$1,467,860.90

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$303,784.00	Architectural & Engineering	25.66%	88.19%	\$267,914.00
• This contract exceeds the M/WBE goal.				

OWNER

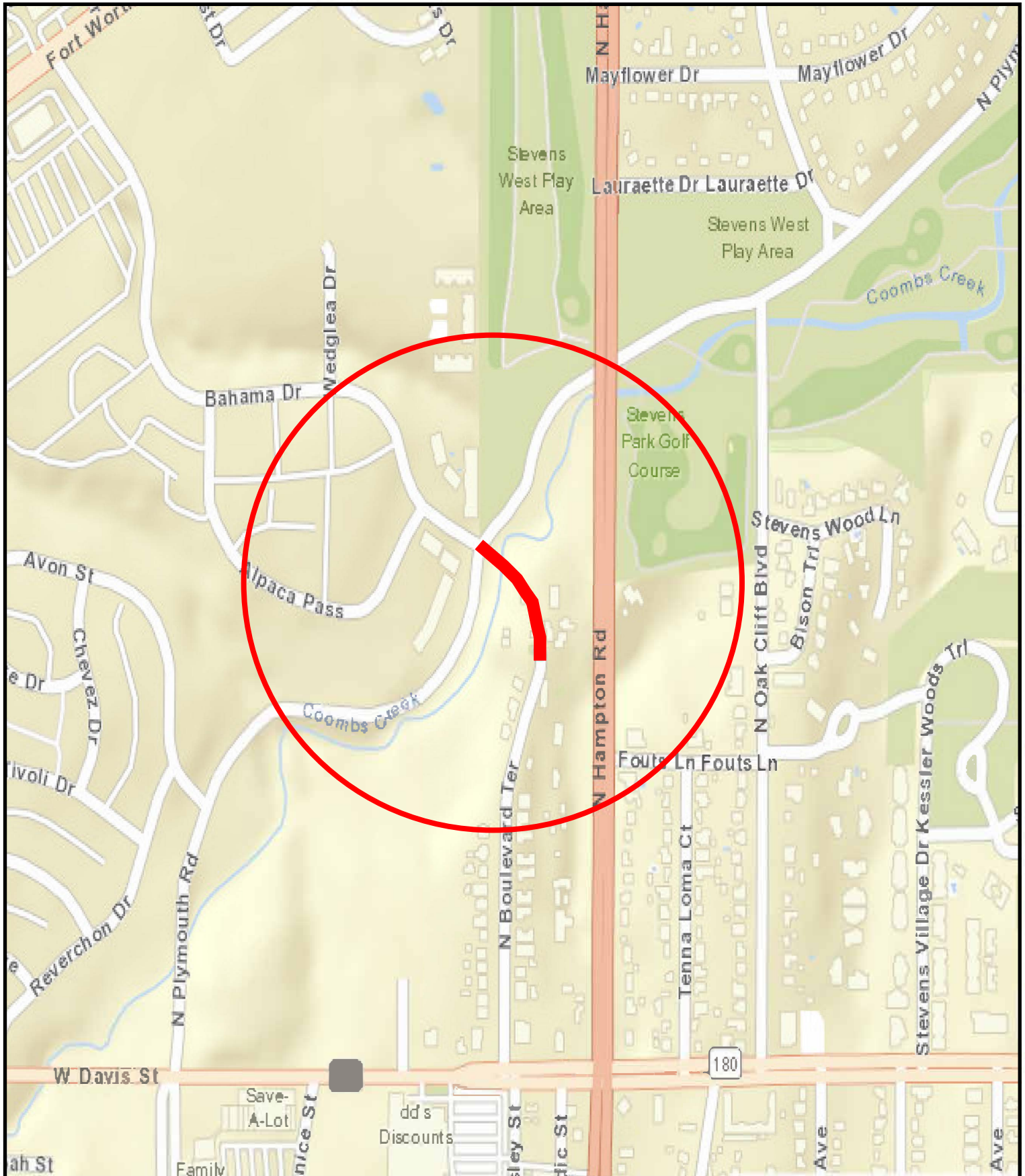
Criado & Associates, Inc.

Christina Criado, P.E., President and Chief Executive Officer

MAP

Attached

**STREET IMPROVEMENT
NORTH BOULEVARD TERRACE EXTENSION/BRIDGE
TO PLYMOUTH ROAD**



COUNCIL DISTRICT 1

January 9, 2019

WHEREAS, Criado & Associates, Inc., was selected to provide engineering design for the North Boulevard Terrace Extension/Bridge to Plymouth Road Project.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a professional services contract with Criado & Associates, Inc., approved as to form by the City Attorney, for engineering design services for the North Boulevard Terrace Extension/Bridge to Plymouth Road Project, in an amount not to exceed \$303,784.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$303,784.00 to Criado & Associates, Inc. from Street and Transportation (A) Fund, Fund 1V22, Department PBW, Unit V991, Activity TGTN, Object 4111, Program PB17B991, Encumbrance/Contract No. CX-PBW-2019-00008720, in accordance with the terms and conditions of the contract.

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 Information Sheet

File #: 18-1332

Item #: 4.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize a professional services contract with Urban Engineers, Inc., dba Urban Services, Inc. for the engineering design of Alley Reconstruction Group 17-1403 (list attached to the Agenda Information Sheet) - Not to exceed \$212,235.50 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$125,423.00) and Water Utilities Capital Improvement Funds (\$86,812.50)

BACKGROUND

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Urban Engineers, Inc., dba Urban Services, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Urban Engineers, Inc., dba Urban Services, Inc. for the engineering design of six alley reconstruction projects as Alley Reconstruction Group 17-1403. The alley reconstruction projects will include replacing the existing deteriorating concrete alleys with new reinforced concrete alley pavement, storm drainage, water and wastewater improvements.

Following are the locations and design costs for each project:

Alley Reconstruction Improvements

<u>Project</u>	<u>Council District</u>	<u>Amount</u>
Longview Street (5500-5552) and McCommas Boulevard (5503-5549)	14	\$43,396.25
Morningside Avenue (5601-5639) and McCommas Boulevard (5602-5634)	14	\$38,272.25

Vanderbilt Avenue (5703-5747) and Marquita Avenue (5710-5750)	14	\$36,474.75
Mercedes Avenue (6103-6129) and Morningside Avenue (6100-6126)	14	\$23,903.75
Monticello Avenue (6139-6179) and Mercedes Avenue (6202-6238)	14	\$32,867.25
Bryan Parkway (6201-6333) and Live Oak Street (5808-5842)	14	\$37,321.25

ESTIMATED SCHEDULE OF PROJECT

Begin Design	February 2019
Complete Design	December 2019
Begin Construction	April 2020
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Street and Transportation (A) Fund (2017 Bond Funds) - \$125,423.00
Water Utilities Capital Improvement Funds - \$86,812.50

Estimated Future Cost - Construction - \$1,754,994.25

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$212,235.50	Architectural & Engineering	25.66%	58.82%	\$124,834.50
• This contract exceeds the M/WBE goal.				

OWNER

Urban Engineers, Inc., dba Urban Services, Inc.

Kenneth Fulmer, P.E., President

MAPS

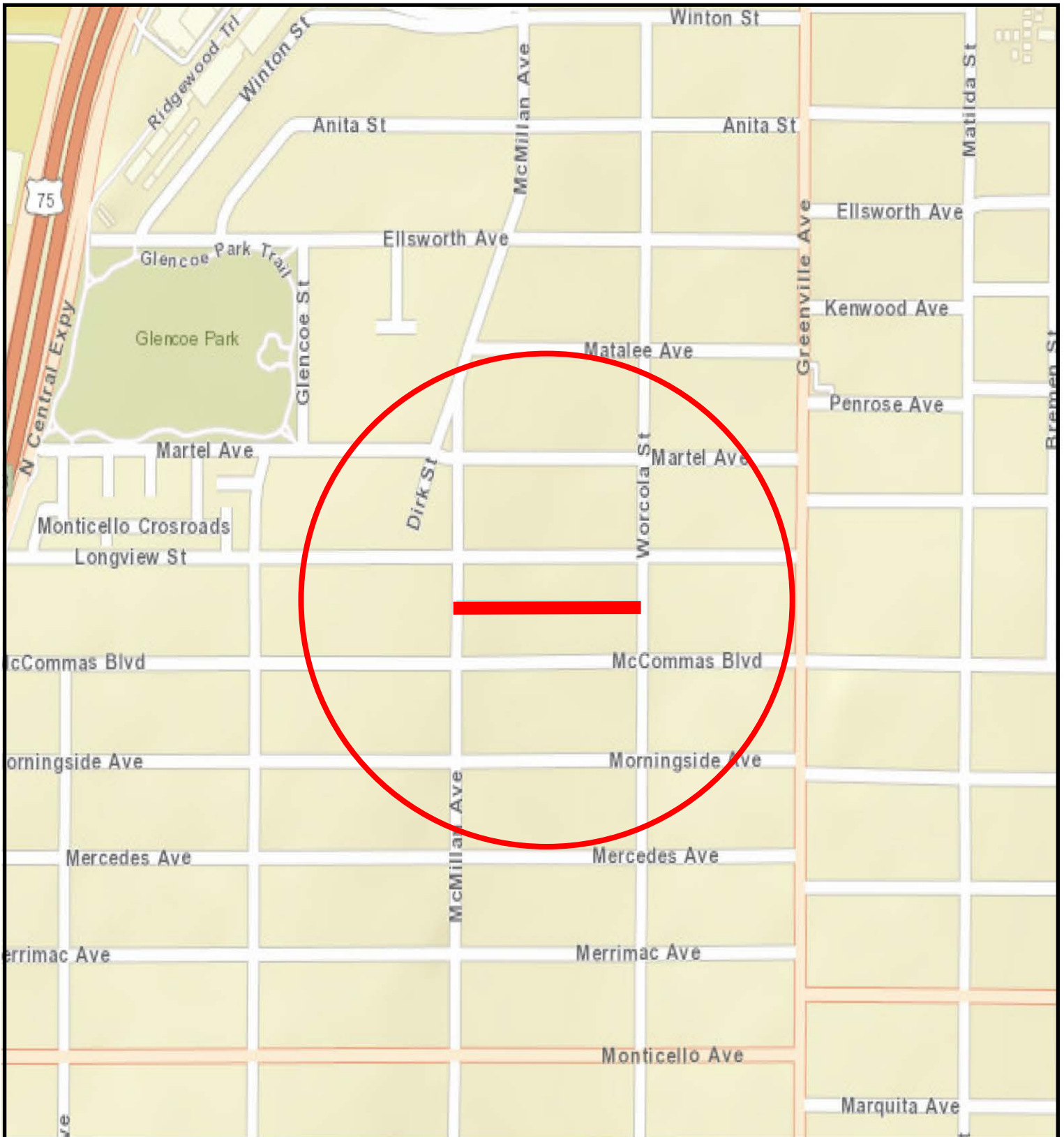
Attached

Alley Reconstruction Group 17-1403

Alley Reconstruction Improvements

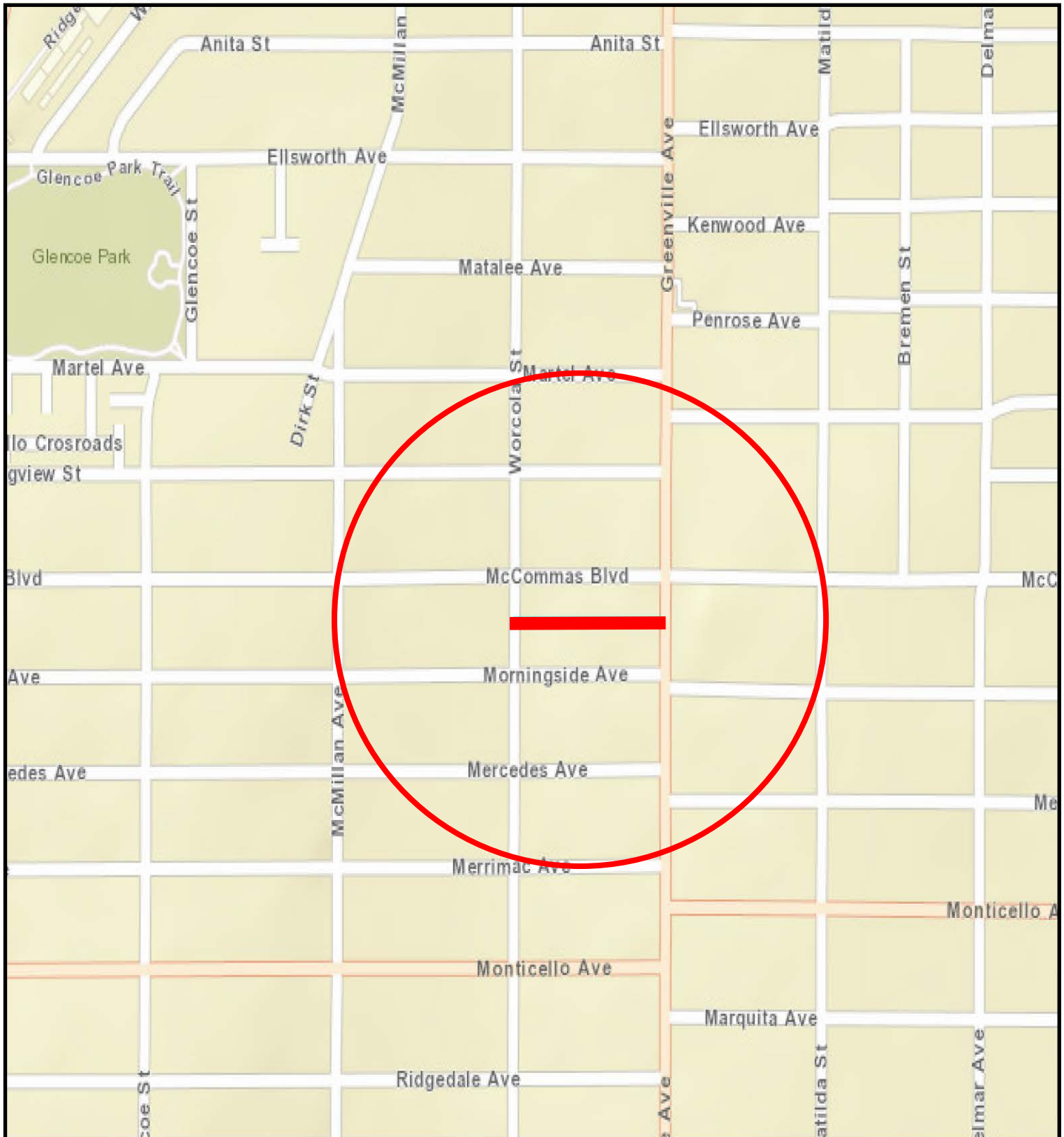
<u>Project</u>	<u>Council District</u>
Longview Street (5500-5552) and McCommas Boulevard (5503-5549)	14
Morningside Avenue (5601-5639) and McCommas Boulevard (5602-5634)	14
Vanderbilt Avenue (5703-5747) and Marquita Avenue (5710-5750)	14
Mercedes Avenue (6103-6129) and Morningside Avenue (6100-6126)	14
Monticello Avenue (6139-6179) and Mercedes Avenue (6202-6238)	14
Bryan Parkway (6201-6333) and Live Oak Street (5808-5842)	14

ALLEY RECONSTRUCTION
5500-5552 LONGVIEW STREET &
5503-5549 MCCOMMAS BOULEVARD



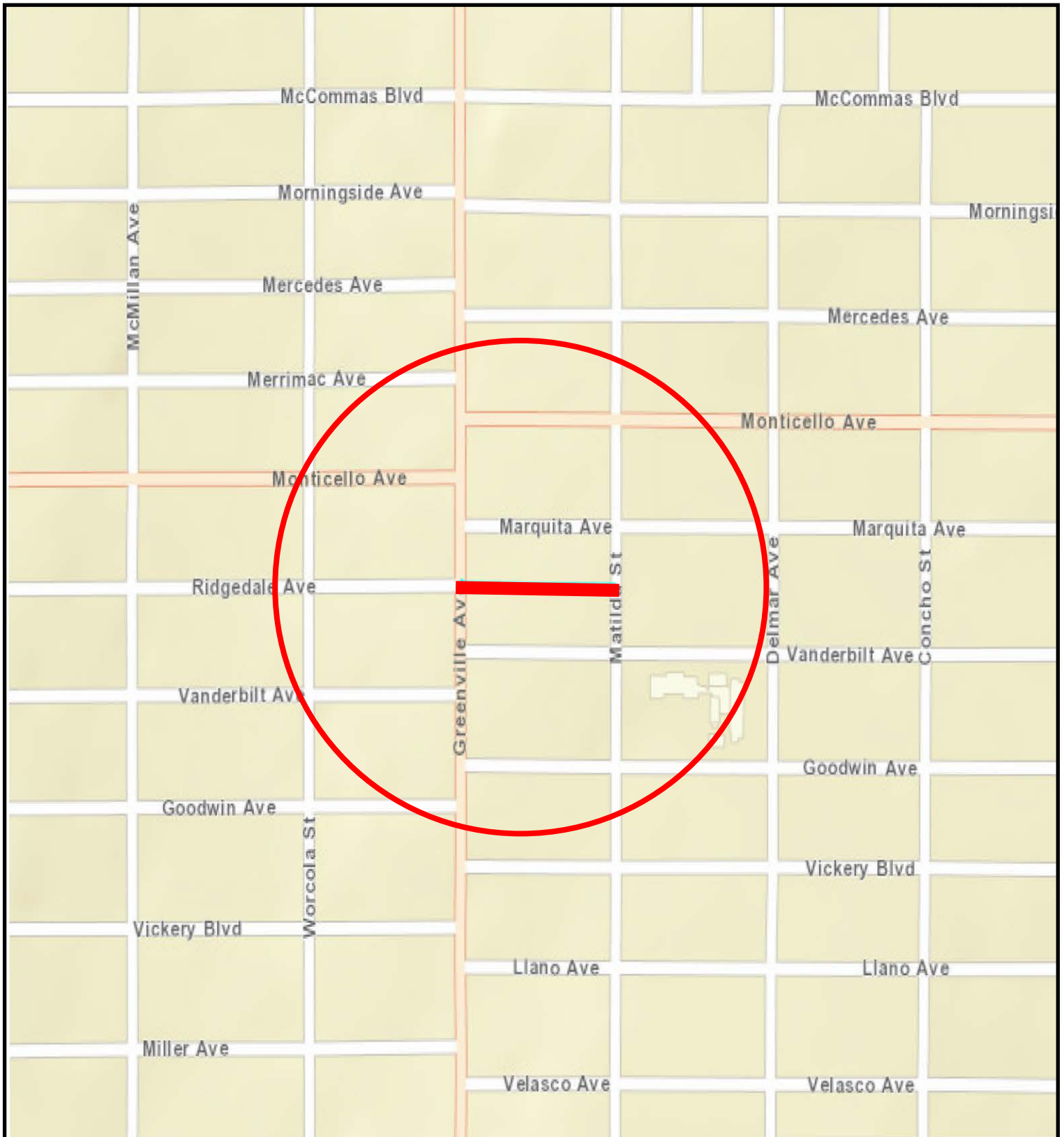
COUNCIL DISTRICT 14

ALLEY RECONSTRUCTION
5601-5639 MORNINGSIDE AVENUE &
5602-5634 MCCOMMAS BOULEVARD



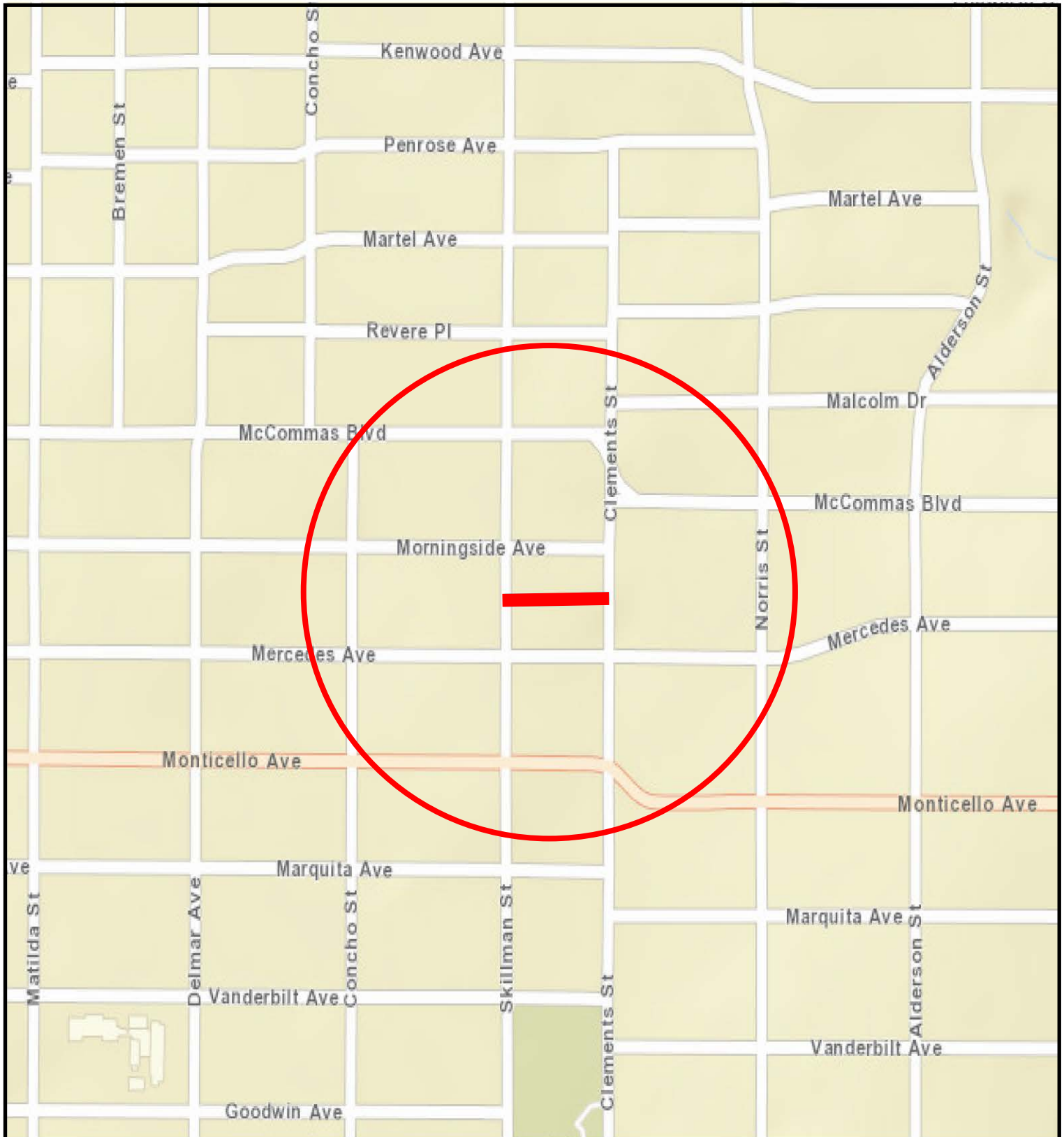
COUNCIL DISTRICT 14

ALLEY RECONSTRUCTION
5703-5747 VANDERBILT AVENUE &
5710-5750 MARQUITA AVENUE



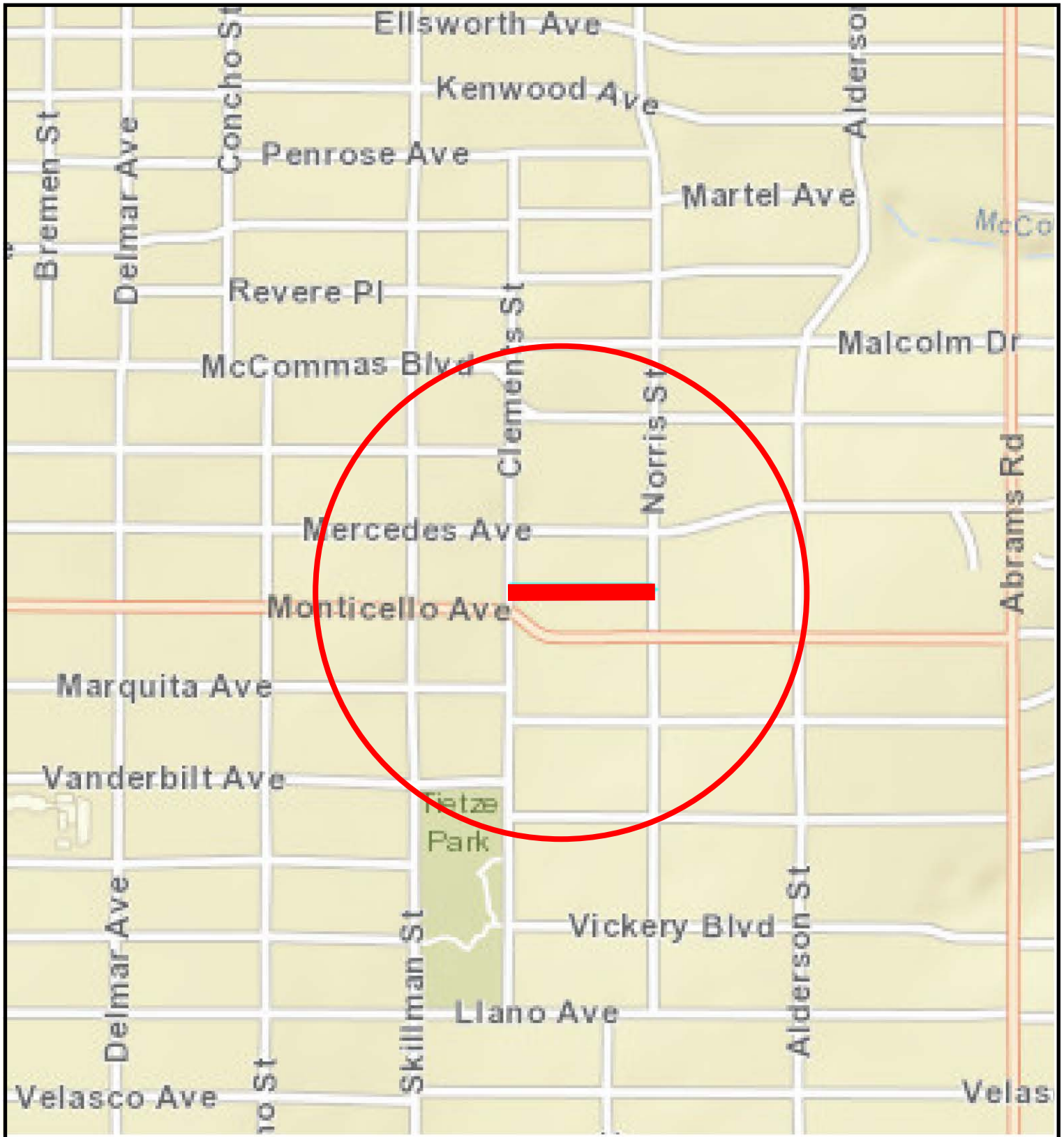
COUNCIL DISTRICT 14

ALLEY RECONSTRUCTION
6103-6129 MERCEDES AVENUE &
6100-6126 MORNINGSIDE AVENUE



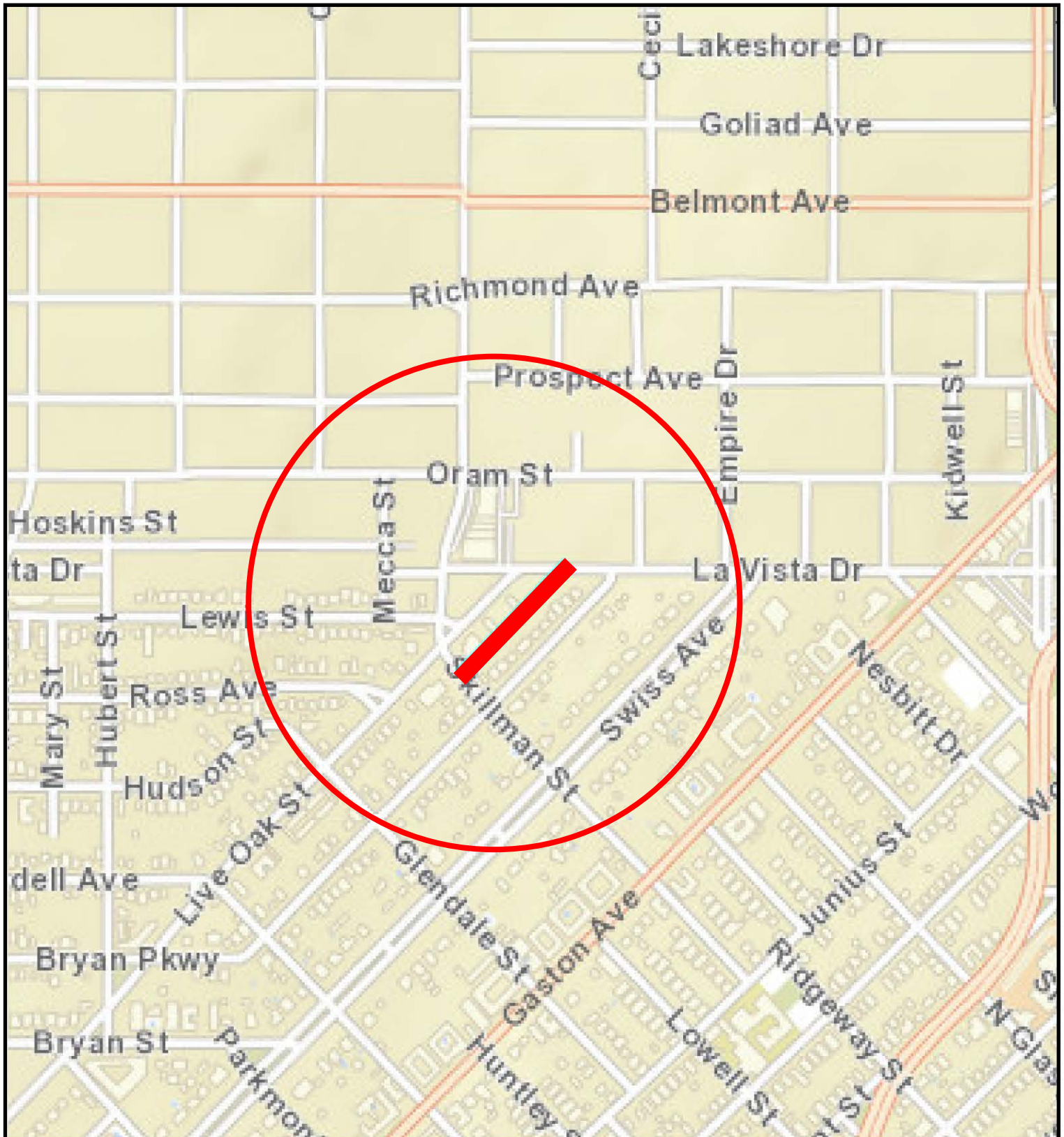
COUNCIL DISTRICT 14

**ALLEY RECONSTRUCTION
6139-6179 MONTICELLO AVENUE &
6202-6238 MERCEDES AVENUE**



COUNCIL DISTRICT 14

ALLEY RECONSTRUCTION
6201-6333 BRYAN PARKWAY &
5808-5842 LIVE OAK STREET



COUNCIL DISTRICT 14

January 9, 2019

WHEREAS, Urban Engineers, Inc., dba Urban Services, Inc., was selected to provide engineering design of Alley Reconstruction Group 17-1403.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a professional services contract with Urban Engineers, Inc., dba Urban Services, Inc., approved as to form by the City Attorney, for engineering design services for the indicated projects, in an amount not to exceed \$212,235.50.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$212,235.50 in accordance with the terms and conditions of the contract:

Urban Engineers, Inc., dba Urban Services, Inc. for the engineering design of alley reconstruction projects on: Longview Street (5500-5552) and McCommas Boulevard (5503-5549); Morningside Avenue (5601-5639) and McCommas Boulevard (5602-5634); Vanderbilt Avenue (5703-5747) and Marquita Avenue (5710-5750); Mercedes Avenue (6103-6129) and Morningside Avenue (6100-6126); Monticello Avenue (6139-6179) and Mercedes Avenue (6202-6238); Bryan Parkway (6201-6333) and Live Oak Street (5808-5842):

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V125, Activity AREC
Object 4111, Program PB17V125
Encumbrance/Contract No. CX-PBW-2019-00008730
Vendor VS0000076594 \$ 23,008.75

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V126, Activity AREC
Object 4111, Program PB17V126
Encumbrance/Contract No. CX-PBW-2019-00008730
Vendor VS0000076594 \$ 20,919.75

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V127, Activity AREC
Object 4111, Program PB17V127
Encumbrance/Contract No. CX-PBW-2019-00008730
Vendor VS0000076594 \$ 19,994.75

January 9, 2019

SECTION 2. (continued)

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V128, Activity AREC
Object 4111, Program PB17V128
Encumbrance/Contract No. CX-PBW-2019-00008730
Vendor VS0000076594 \$ 16,046.25

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V129, Activity AREC
Object 4111, Program PB17V129
Encumbrance/Contract No. CX-PBW-2019-00008730
Vendor VS0000076594 \$ 22,799.75

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V130, Activity AREC
Object 4111, Program PB17V130
Encumbrance/Contract No. CX-PBW-2019-00008730
Vendor VS0000076594 \$ 22,653.75

Water Capital Improvement Fund
Fund 3115, Department DWU, Unit PW42
Object 4111, Program 719153
Encumbrance/Contract No. CX-PBW-2019-00008730
Vendor VS0000076594 \$ 42,658.15

Wastewater Capital Improvement Fund
Fund 2116, Department DWU, Unit PS42
Object 4111, Program 719154
Encumbrance/Contract No. CX-PBW-2019-00008730
Vendor VS0000076594 \$ 44,154.35

Total amount not to exceed \$212,235.50

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



Agenda Information Sheet

File #: 18-1331

Item #: 5.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 7

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize a professional services contract with Gresham Smith for the engineering design of Alley Reconstruction Group 17-7003 (list attached to the Agenda Information Sheet) - Not to exceed \$268,881.92 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$225,389.92) and Wastewater Capital Improvement Fund (\$43,492.00)

BACKGROUND

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Gresham Smith, was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Gresham Smith for the engineering design of six alley reconstruction projects as Alley Reconstruction Group 17-7003. The alley reconstruction projects will include replacing the existing deteriorating concrete alleys with new reinforced concrete alley pavement, storm drainage, water and wastewater improvements.

Following are the locations and design costs for each project:

Alley Reconstruction Improvements

<u>Project</u>	<u>Council District</u>	<u>Amount</u>
Bluffton Drive (2306-2440) and Blaydon Drive (2307-2439)	7	\$50,681.38
Blaydon Drive (2507-2537) and Bluffton Drive (2506-2536)	7	\$37,002.39
Klondike Drive (2703-2829) and Lockhart Avenue (2704-2830)	7	\$51,333.04

Scottsbluff Drive (2703-2831) and La Prada Court (2802-2826)	7	\$37,758.84
Runningbrook Lane (2707-2757) and North Buckner Boulevard (2700)	7	\$38,189.70
Blyth Drive (2707-2837) and Gross Road (2706-2838)	7	\$53,916.57

ESTIMATED SCHEDULE OF PROJECT

Begin Design	February 2019
Complete Design	December 2019
Begin Construction	March 2020
Complete Construction	April 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Street and Transportation (A) Fund (2017 Bond Funds) - \$225,389.92
Wastewater Capital Improvement Fund - \$43,492.00

Estimated Future Cost - Construction - \$2,177,876.72

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$268,881.92	Architectural & Engineering	25.66%	28.96%	\$77,864.00
• This contract exceeds the M/WBE goal.				

OWNER

Gresham Smith

Chris Kaakaty, P.E., Senior Vice President

MAPS

Attached

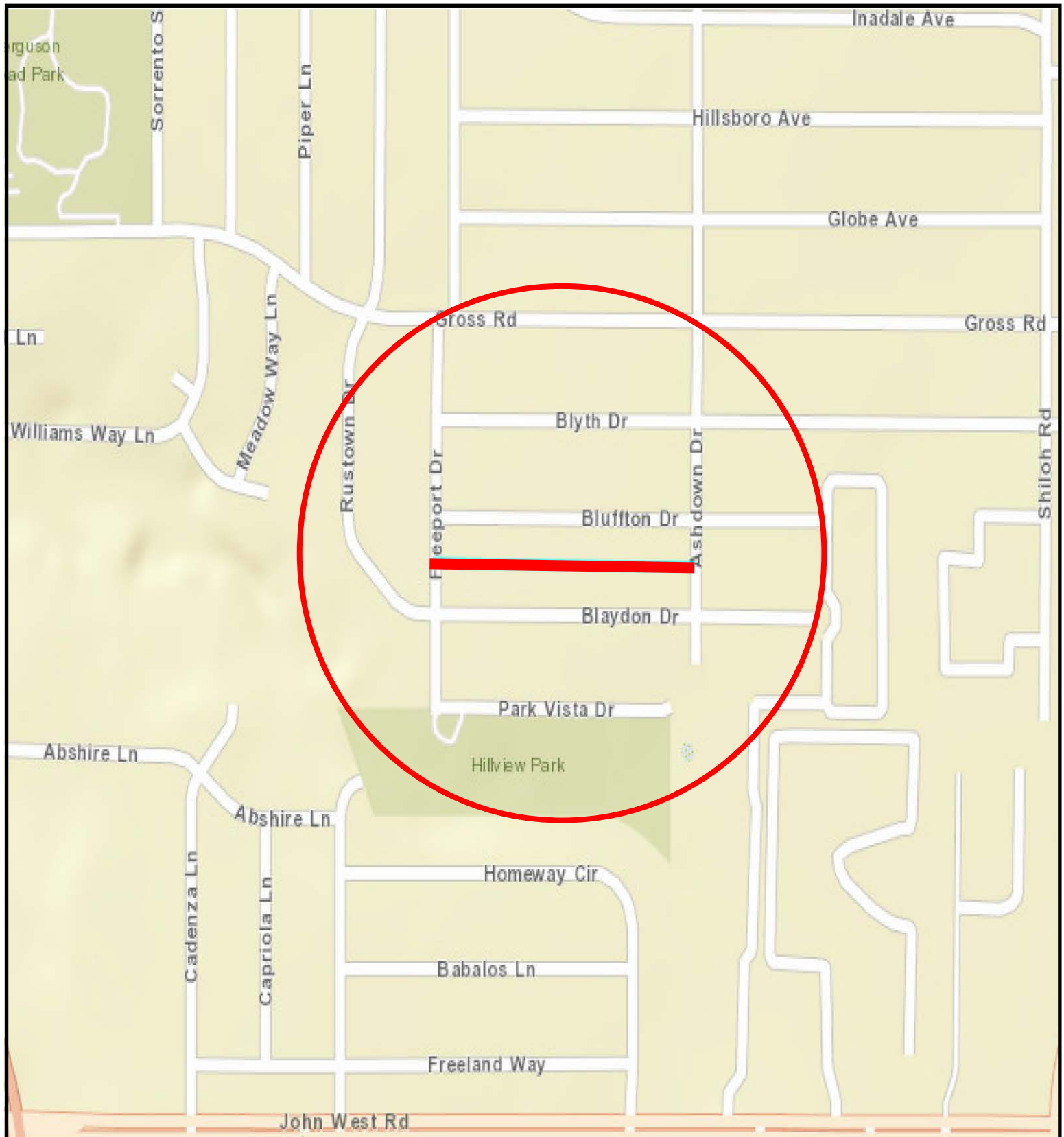
Alley Reconstruction Group 17-7003

Alley Reconstruction Improvements

<u>Project</u>	<u>Council District</u>
Bluffton Drive (2306-2440) and Blaydon Drive (2307-2439)	7
Blaydon Drive (2507-2537) and Bluffton Drive (2506-2536)	7
Klondike Drive (2703-2829) and Lockhart Avenue (2704-2830)	7
Scottsbluff Drive (2703-2831) and La Prada Court (2802-2826)	7
Runningbrook Lane (2707-2757) and North Buckner Boulevard (2700)	7
Blyth Drive (2707-2837) and Gross Road (2706-2838)	7

ALLEY RECONSTRUCTION

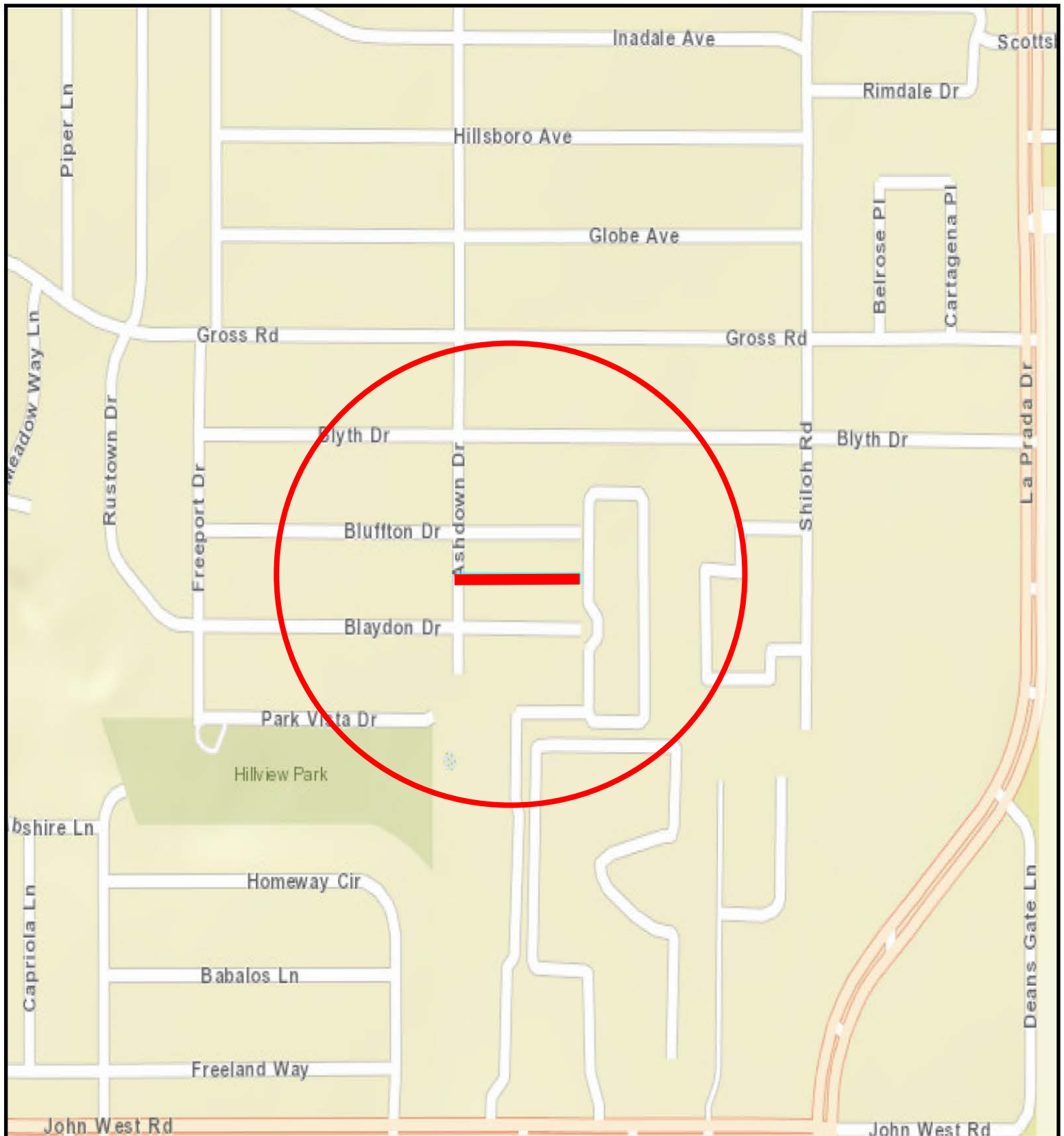
2306-2440 BLUFFTON DRIVE & 2307-2439 BLAYDON DRIVE



COUNCIL DISTRICT 7

ALLEY RECONSTRUCTION

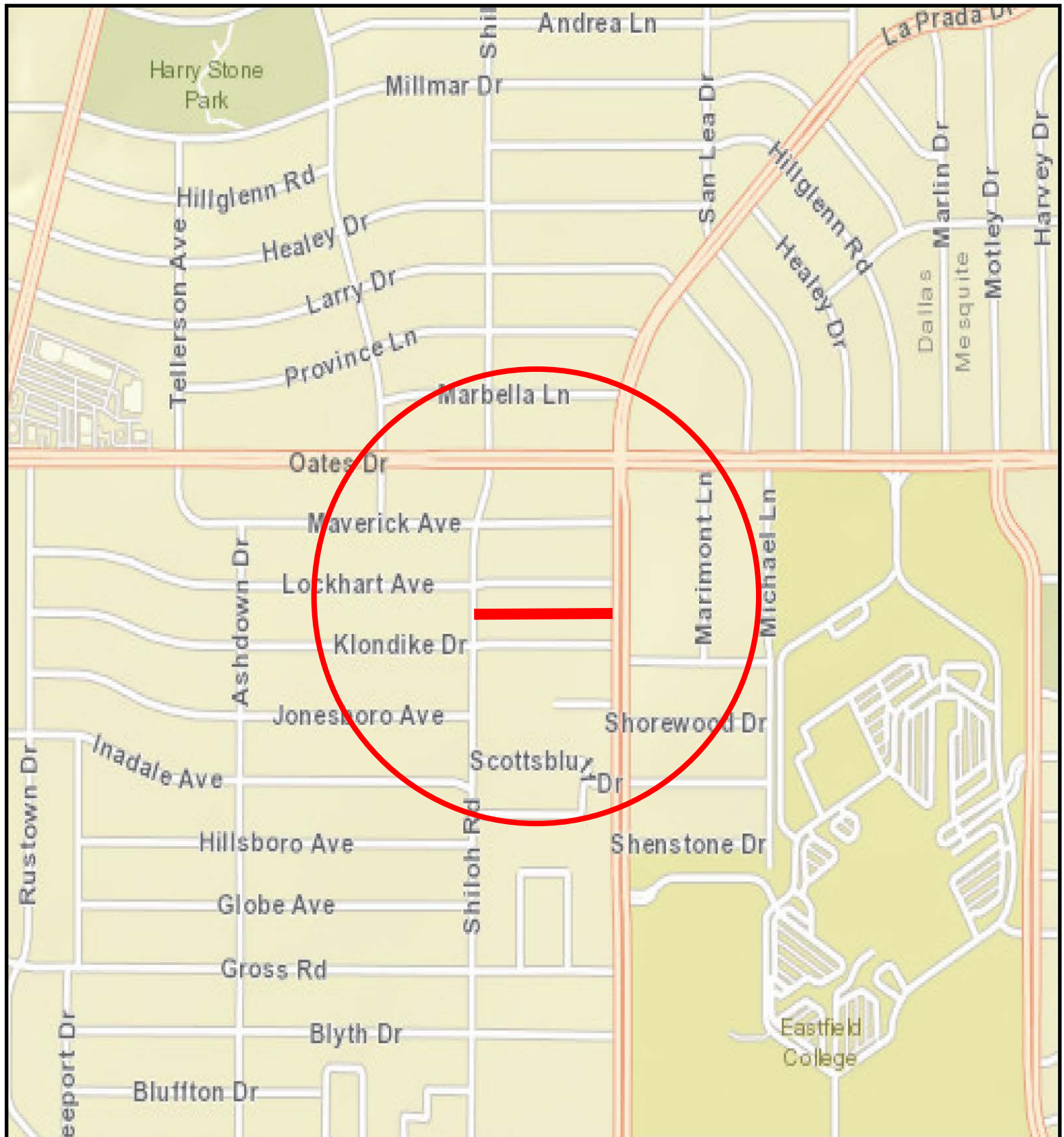
2507-2537 BLAYDON DRIVE & 2506-2536 BLUFFTON DRIVE



COUNCIL DISTRICT 7

ALLEY RECONSTRUCTION

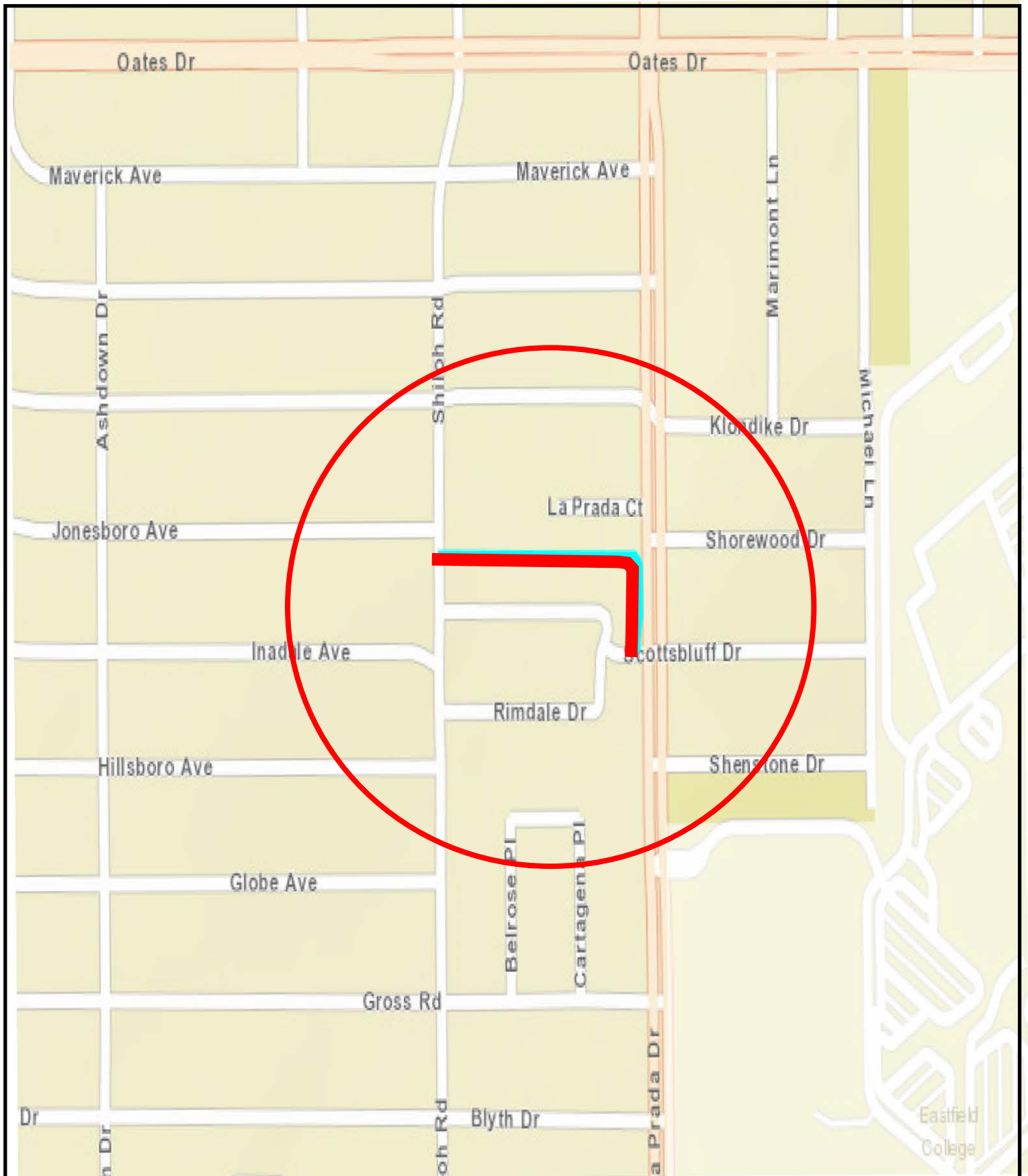
2703-2829 KLONDIKE DRIVE & 2704-2830 LOCKHART AVENUE



COUNCIL DISTRICT 7

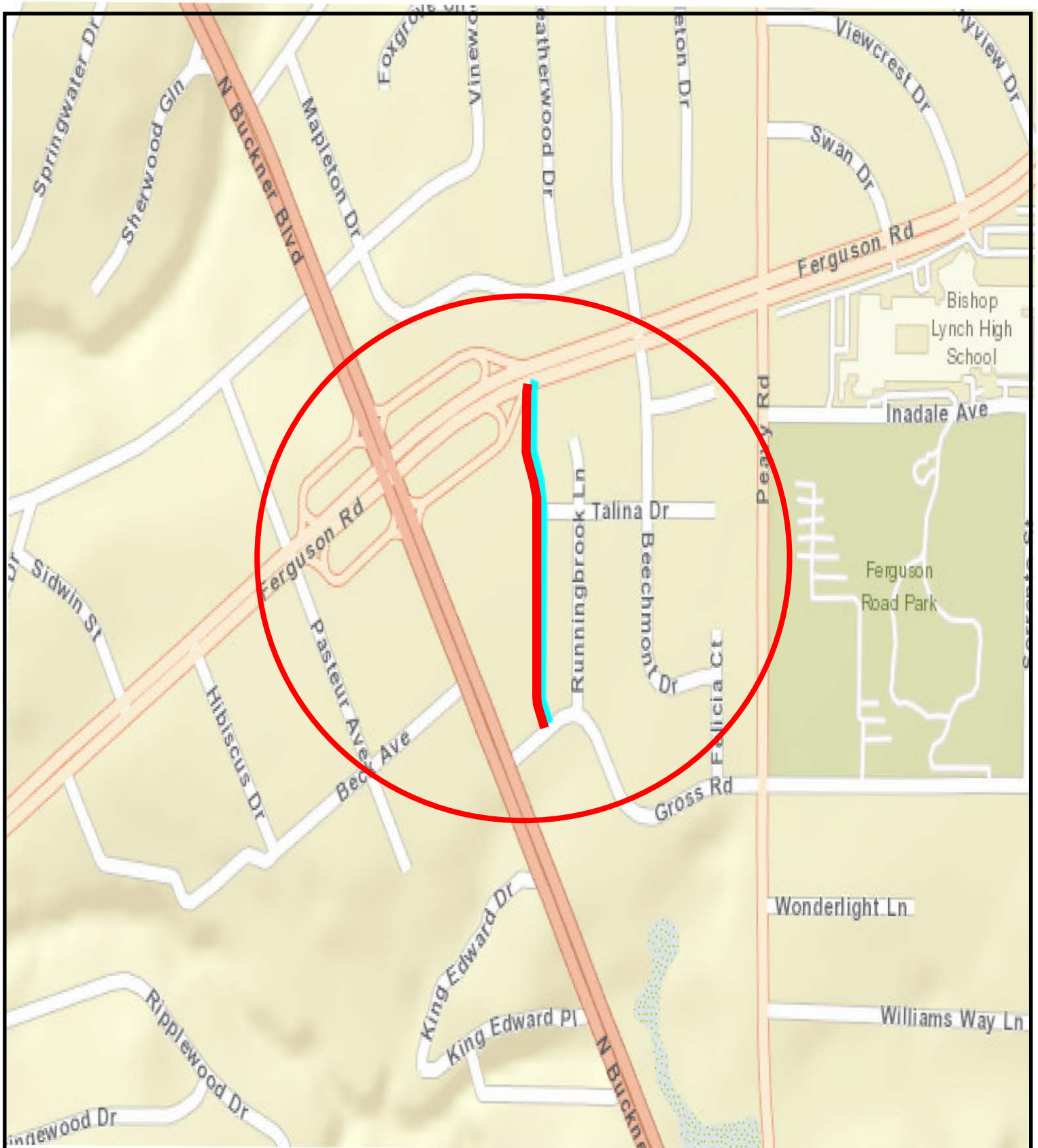
ALLEY RECONSTRUCTION

2703-2831 SCOTTSBLUFF DRIVE & 2802-2826 LA PRADA COURT



COUNCIL DISTRICT 7

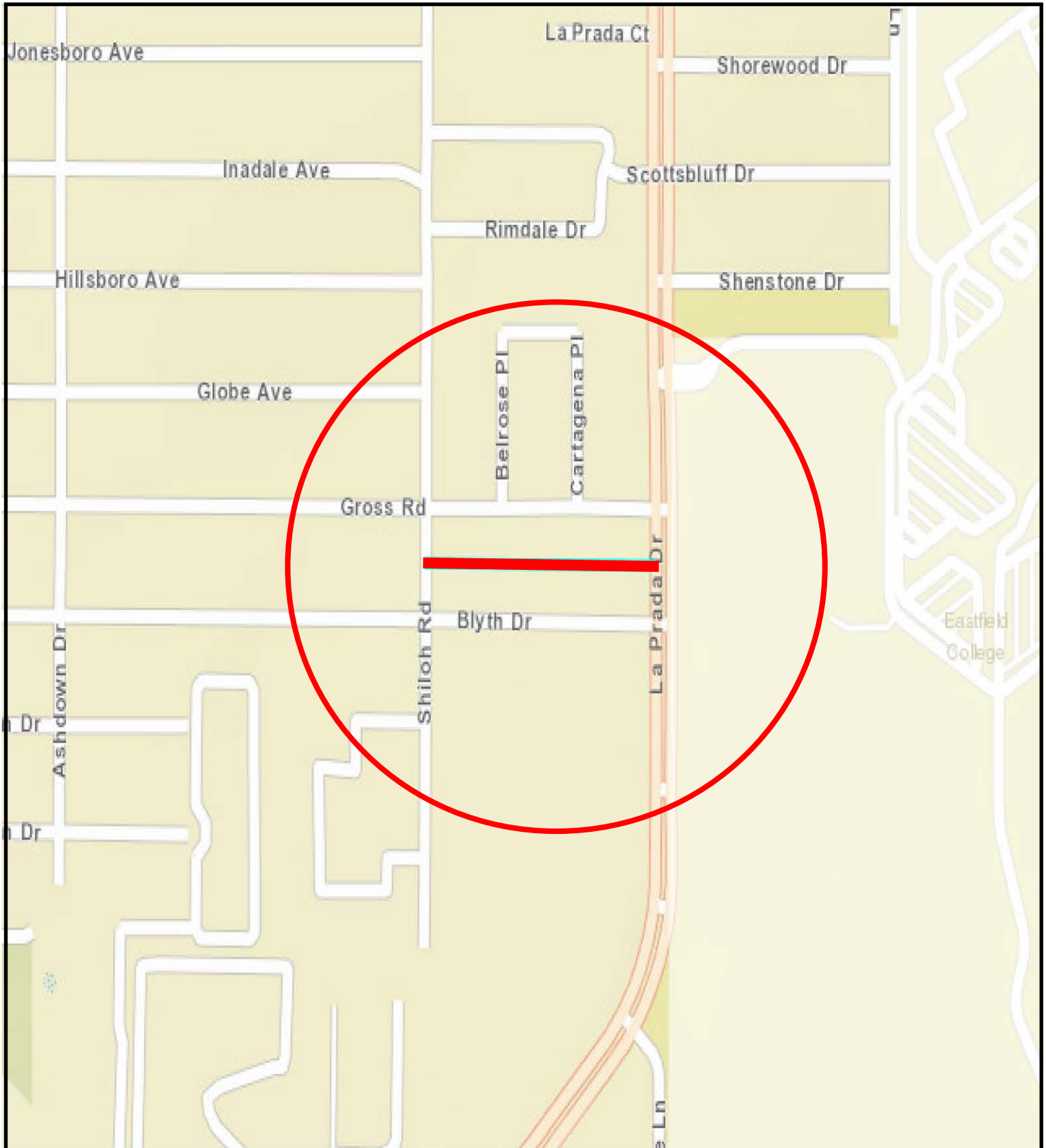
**ALLEY RECONSTRUCTION
2707-2757 RUNNINGBROOK LANE &
2700 NORTH BUCKNER BOULEVARD**



COUNCIL DISTRICT 7

ALLEY RECONSTRUCTION

2707-2837 BLYTH DRIVE & 2706-2838 GROSS ROAD



COUNCIL DISTRICT 7

January 9, 2019

WHEREAS, Gresham Smith was selected to provide engineering design of Alley Reconstruction Group 17-7003.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a professional services contract with Gresham Smith, approved as to form by the City Attorney, for engineering design services for the indicated projects, in an amount not to exceed \$268,881.92.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$268,881.92 in accordance with the terms and conditions of the contract:

Gresham Smith for the engineering design of alley reconstruction projects on: Bluffton Drive (2306-2440) and Blaydon Drive (2307-2439); Blaydon Drive (2507-2537) and Bluffton Drive (2506-2536); Klondike Drive (2703-2829) and Lockhart Avenue (2704-2830); Scottsbluff Drive (2703-2831) and La Prada Court (2802-2826); Runningbrook Lane (2707-2757) and North Buckner Boulevard (2700); Blyth Drive (2707-2837) and Gross Road (2706-2838):

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V042, Activity AREC	
Object 4111, Program PB17V042	
Encumbrance/Contract No. CX-PBW-2019-00008709	
Vendor 503071	\$ 38,826.38

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V043, Activity AREC	
Object 4111, Program PB17V043	
Encumbrance/Contract No. CX-PBW-2019-00008709	
Vendor 503071	\$ 29,197.39

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V044 Activity AREC	
Object 4111, Program PB17V044	
Encumbrance/Contract No. CX-PBW-2019-00008709	
Vendor 503071	\$ 39,356.04

January 9, 2019

SECTION 2. (continued)

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V045, Activity AREC
Object 4111, Program PB17V045
Encumbrance/Contract No. CX-PBW-2019-00008709
Vendor 503071 \$ 37,758.84

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V046, Activity AREC
Object 4111, Program PB17V046
Encumbrance/Contract No. CX-PBW-2019-00008709
Vendor 503071 \$ 38,189.70

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V047, Activity AREC
Object 4111, Program PB17V047
Encumbrance/Contract No. CX-PBW-2019-00008709
Vendor 503071 \$ 42,061.57

Wastewater Capital Improvement Fund
Fund 2116, Department DWU, Unit PS42
Object 4111, Program 719140
Encumbrance/Contract No. CX-PBW-2019-00008709
Vendor 503071 \$ 43,492.00

Total amount not to exceed \$268,881.92

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 Information Sheet

File #: 18-1327

Item #: 6.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 3

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize a professional services contract with BGE, Inc. for the engineering design of Street Petition Group 17-3002 (list attached to the Agenda Information Sheet) - Not to exceed \$354,314.00 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$294,474.00) and Water Utilities Capital Improvement Funds (\$59,840.00)

BACKGROUND

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, BGE, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with BGE, Inc. for the engineering design of two street reconstruction of local street projects as Street Petition Group 17-3002. The street petition projects will include replacing the existing deteriorating concrete streets with new reinforced concrete street pavement, storm drainage, water and wastewater improvements.

Following are the locations and design costs for each project:

Street Petition - Local Streets - Improvements

<u>Project</u>	<u>Council District</u>	<u>Amount</u>
Hord Avenue from Moler Street to Brandon Street	3	\$130,783.00
Ginger Avenue from Dacki Avenue to Goldie Avenue/Brandon Street	3	\$223,531.00

ESTIMATED SCHEDULE OF PROJECT

Begin Design	March 2019
Complete Design	March 2020
Begin Construction	May 2020
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Street and Transportation (A) Fund (2017 Bond Funds) - \$294,474.00
Water Utilities Capital Improvement Funds - \$59,840.00

Estimated Future Cost - Construction - \$3,340,041.67

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$354,314.00	Architectural & Engineering	25.66%	27.62%	\$97,846.00
• This contract exceeds the M/WBE goal.				

OWNER

BGE, Inc.

Carl J. Krogness, P.E., Principal

MAPS

Attached

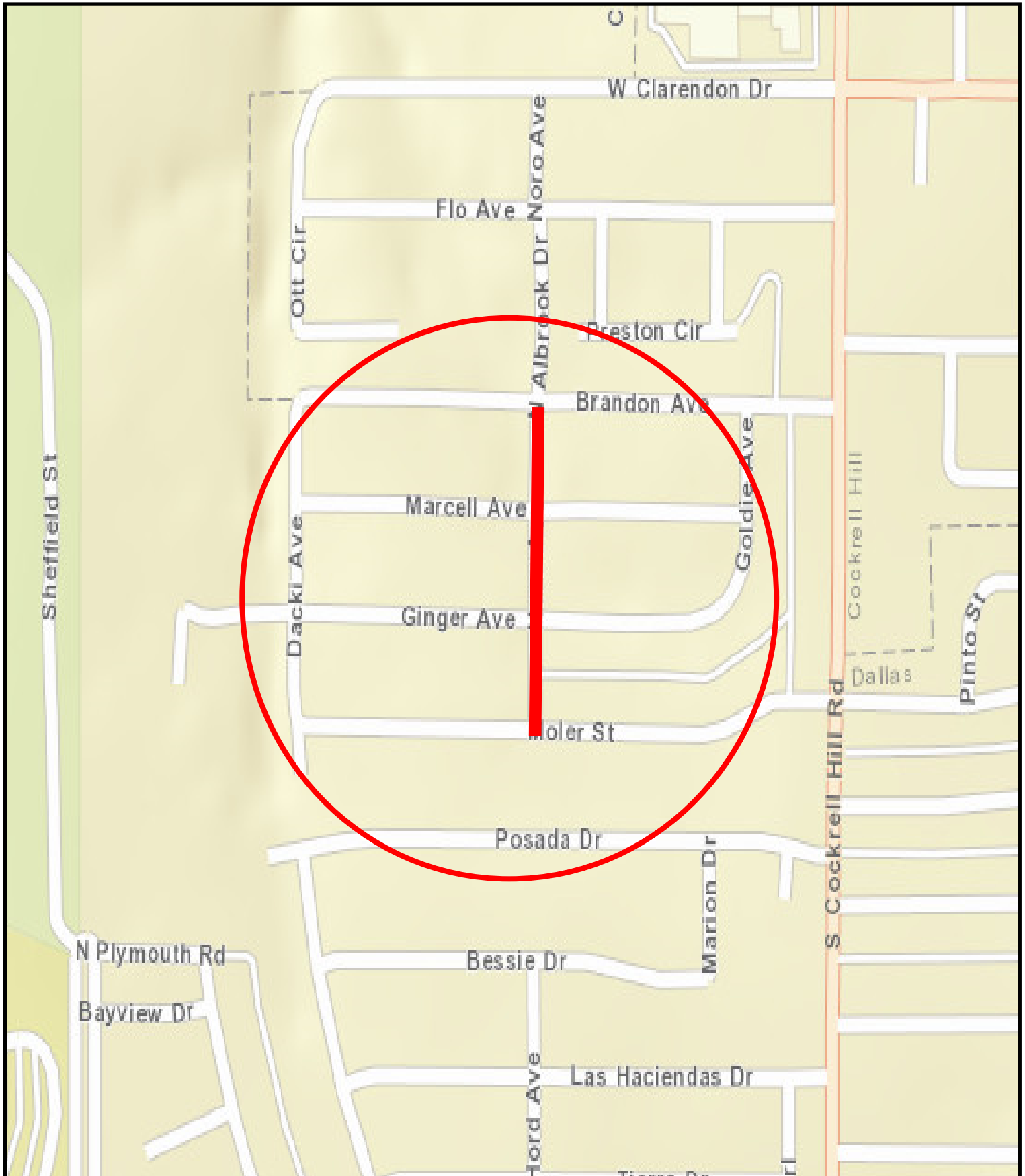
Street Petition Group 17-3002

Street Petition - Local Streets - Improvements

<u>Project</u>	<u>Council District</u>
Hord Avenue from Moler Street to Brandon Street	3
Ginger Avenue from Dacki Avenue to Goldie Avenue/Brandon Street	3

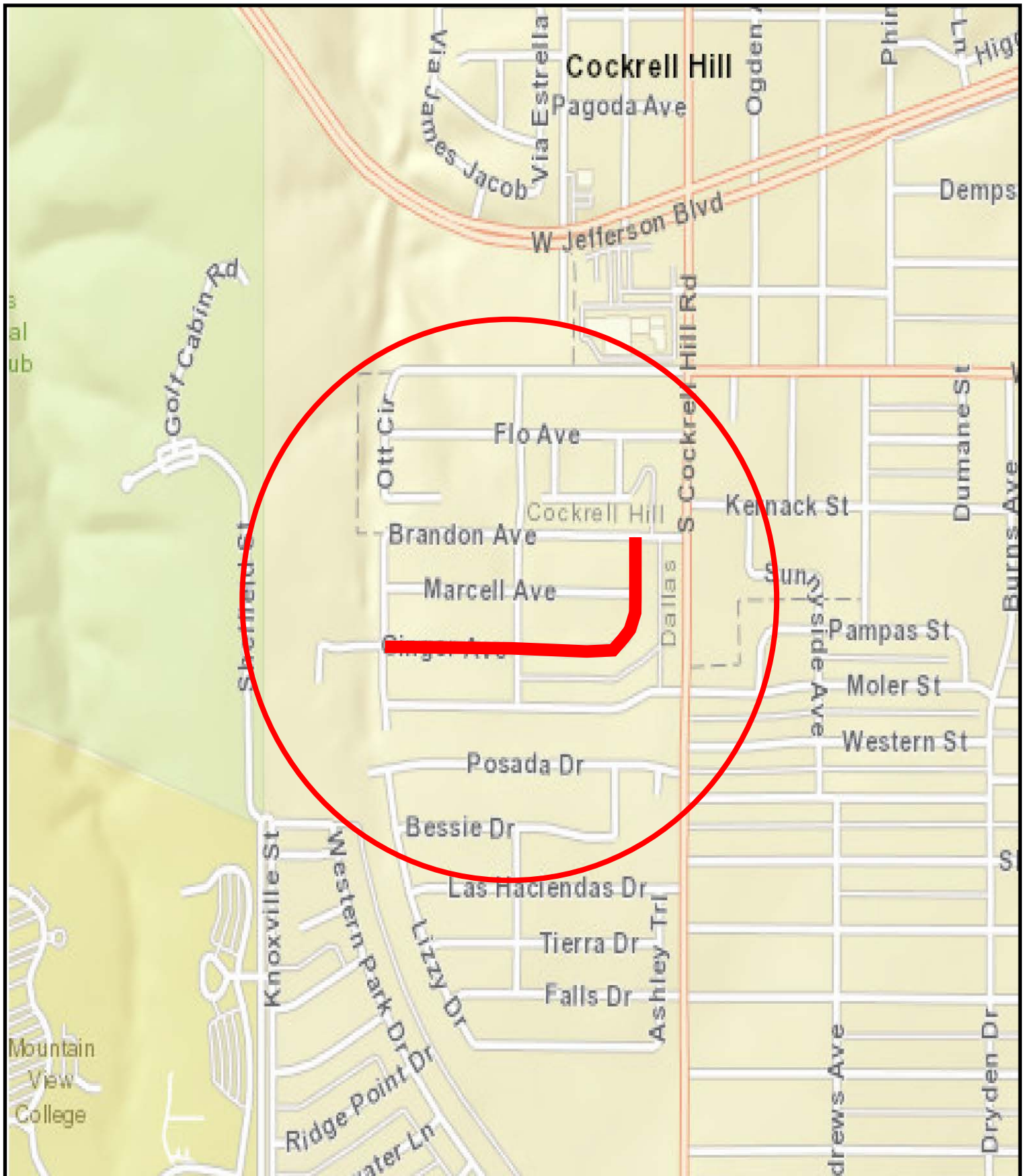
STREET PETITION

HORD AVENUE FROM MOLER STREET TO BRANDON STREET



COUNCIL DISTRICT 3

STREET PETITION
GINGER AVENUE FROM DACKI AVENUE
TO GOLDIE AVENUE/ BRANDON STREET



COUNCIL DISTRICT 3

January 9, 2019

WHEREAS, BGE, Inc. was selected to provide engineering design for Street Petition Group 17-3002.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a professional services contract with BGE, Inc., approved as to form by the City Attorney, for engineering design for the indicated projects, in an amount not to exceed \$354,314.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$354,314.00 in accordance with the terms and conditions of the contract:

BGE, Inc. for the engineering design of street petition projects of local streets on: Hord Avenue from Moler Street to Brandon Street and Ginger Avenue from Dacki Avenue to Goldie Avenue/Brandon Street:

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V181, Activity STPT	
Object 4111, Program PB17V181	
Encumbrance/Contract No. CX-PBW-2018-00008149	
Vendor VS0000050141	\$104,968.00

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V182, Activity STPT	
Object 4111, Program PB17V182	
Encumbrance/Contract No. CX-PBW-2018-00008149	
Vendor VS0000050141	\$189,506.00

Water Capital Improvement Fund	
Fund 3115, Department DWU, Unit PW42	
Object 4111, Program 719141	
Encumbrance/Contract No. CX-PBW-2018-00008149	
Vendor VS0000050141	\$ 29,919.00

January 9, 2019

SECTION 2. (continued)

Wastewater Capital Improvement Fund	
Fund 2116, Department DWU, Unit PS42	
Object 4111, Program 719142	
Encumbrance/Contract No. CX-PBW-2018-00008149	
Vendor VS0000050141	<u>\$ 29,921.00</u>
 Total amount not to exceed	 \$354,314.00

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



Agenda Information Sheet

File #: 18-1333

Item #: 7.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 4

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize a professional services contract with CP&Y, Inc. for the engineering design of Street Petition Group 17-4003 (list attached to the Agenda Information Sheet) - Not to exceed \$143,456.83 - Financing: Street and Transportation (A) Fund (2017 Bond Funds)

BACKGROUND

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, CP&Y, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with CP&Y, Inc. for the engineering design of two street reconstruction of local street projects as Street Petition Group 17-4003. The street petition projects will include replacing the existing deteriorating concrete streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches and storm drainage improvements.

Following are the locations and design costs for each project:

Street Petition - Local Streets - Improvements

<u>Project</u>	<u>Council District</u>	<u>Amount</u>
Harlandale Avenue from Ohio Avenue to Illinois Avenue	4	\$66,216.69
South Ewing Avenue from Sleeth Street to Ann Arbor Avenue	4	\$77,240.14

ESTIMATED SCHEDULE OF PROJECT

Begin Design	February 2019
Complete Design	December 2019
Begin Construction	March 2020
Complete Construction	April 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Street and Transportation (A) Fund (2017 Bond Funds) - \$143,456.83

Estimated Future Cost - Construction - \$1,057,148.33

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$143,456.83	Architectural & Engineering	25.66%	100.00%	\$143,456.83
• This contract exceeds the M/WBE goal.				

OWNER

CP&Y, Inc.

Robin Handel, P.E., Senior Vice President

MAPS

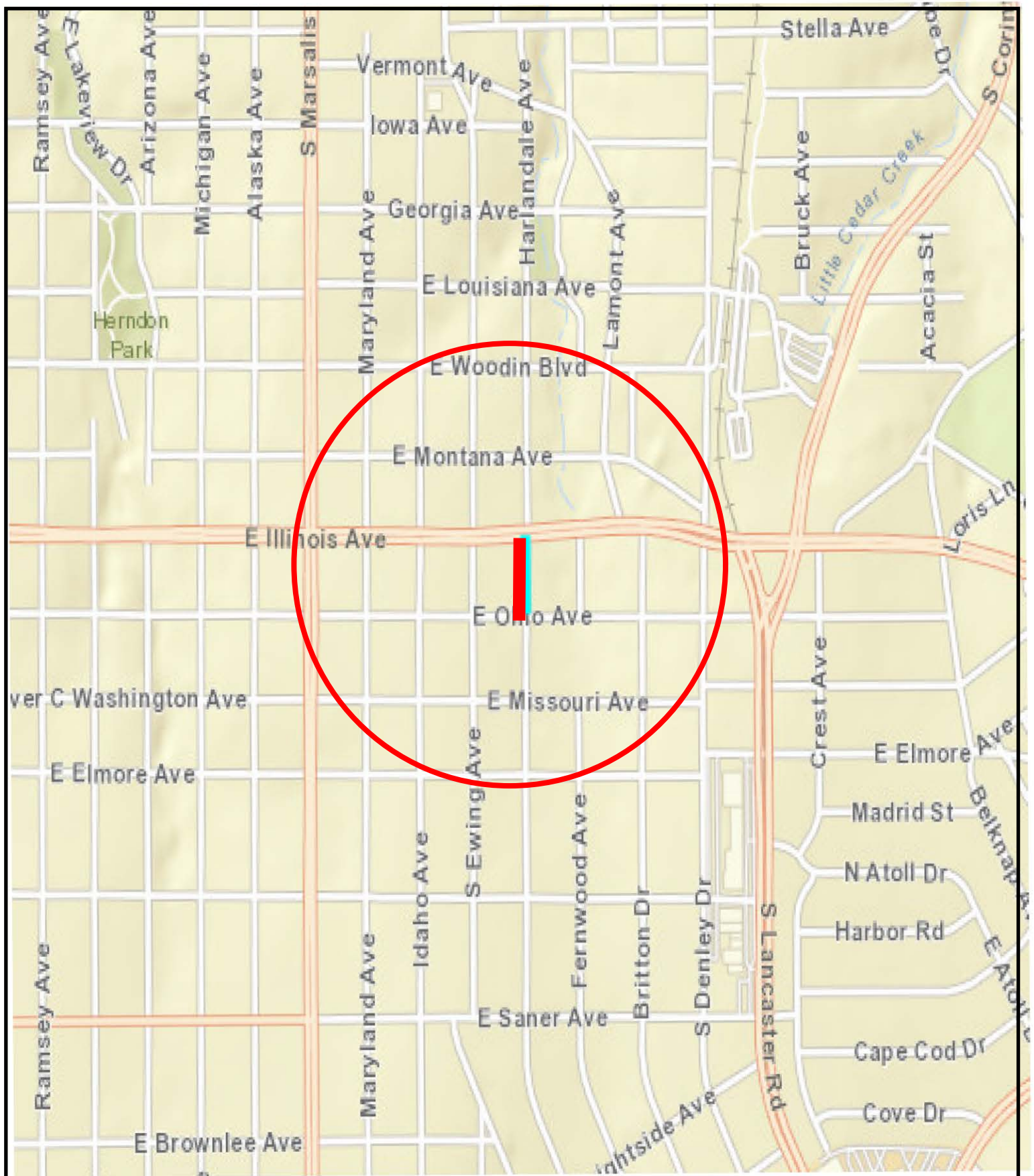
Attached

Street Petition Group 17-4003

Street Petition - Local Streets - Improvements

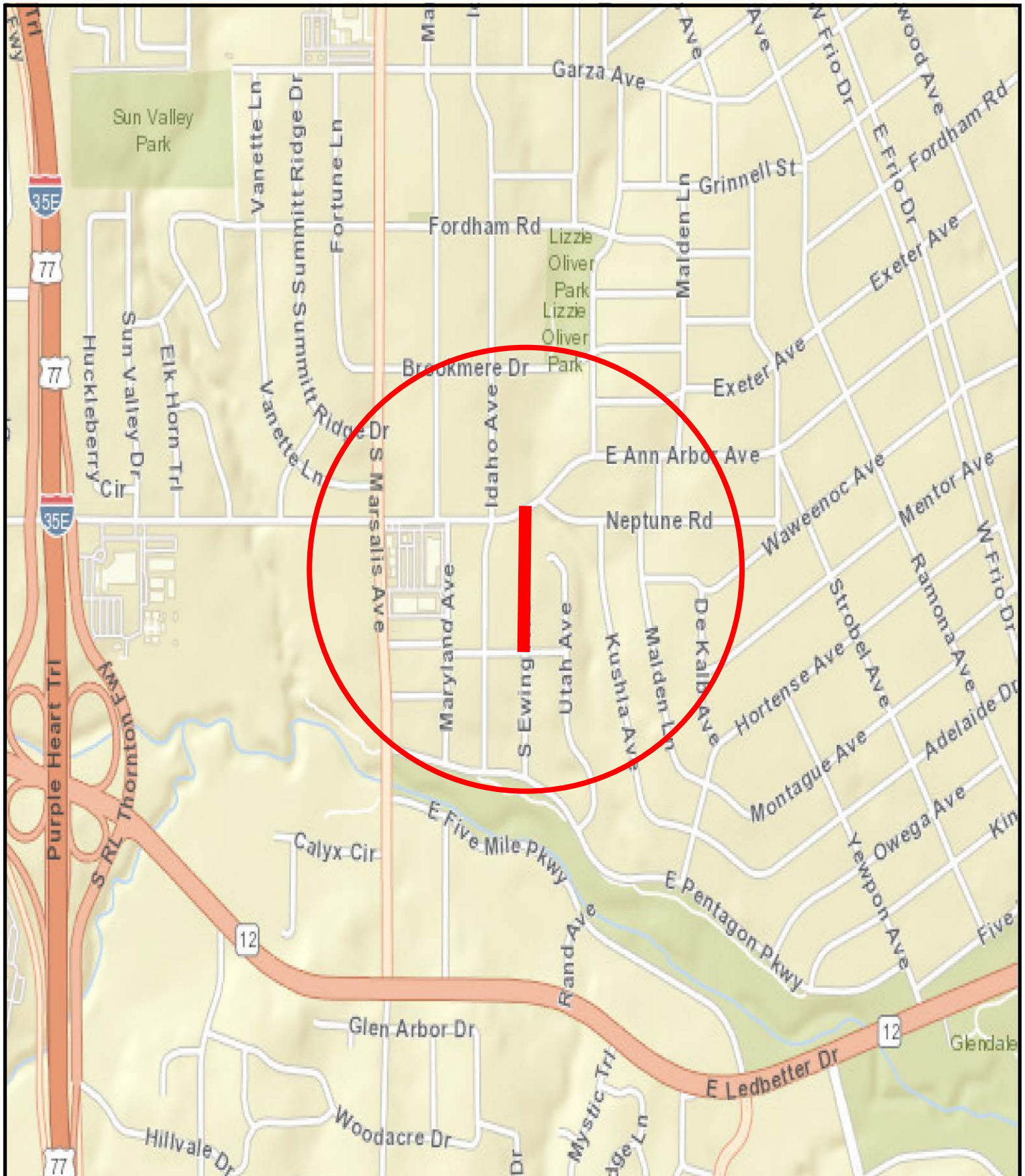
<u>Project</u>	<u>Council District</u>
Harlandale Avenue from Ohio Avenue to Illinois Avenue	4
South Ewing Avenue from Sleeth Street to Ann Arbor Avenue	4

**STREET PETITION
HARLANDALE AVENUE
FROM OHIO AVENUE TO ILLINOIS AVENUE**



COUNCIL DISTRICT 4

**STREET PETITION
SOUTH EWING AVENUE
FROM SLEETH STREET TO ANN ARBOR AVENUE**



COUNCIL DISTRICT 4

January 9, 2019

WHEREAS, CP&Y, Inc. was selected to provide engineering design of Street Petition Group 17-4003.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a professional services contract with CP&Y, Inc., approved as to form by the City Attorney, for engineering design services for the indicated projects, in an amount not to exceed \$143,456.83.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$143,456.83 in accordance with the terms and conditions of the contract:

CP&Y, Inc. for the engineering design of street petition projects of local streets on: Harlandale Avenue from Ohio Avenue to Illinois Avenue and South Ewing Avenue from Sleeth Street to Ann Arbor Avenue:

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V183, Activity STPT	
Object 4111, Program PB17V183	
Encumbrance/Contract No. CX-PBW-2019-00008708	
Vendor 080659	\$ 66,216.69

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V188, Activity STPT	
Object 4111, Program PB17V188	
Encumbrance/Contract No. CX-PBW-2019-00008708	
Vendor 080659	<u>\$ 77,240.14</u>

Total amount not to exceed	\$143,456.83
----------------------------	--------------

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 Information Sheet

File #: 18-1060

Item #: 8.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 1, 2

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize a professional services contract with APM & Associates, Inc. for the engineering design of Street Reconstruction Group 17-1008 (list attached to the Agenda Information Sheet) - Not to exceed \$159,707.45 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$138,257.45) and Water Utilities Capital Improvement Funds (\$21,450.00)

BACKGROUND

The Request for Qualification (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, APM & Associates, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with APM & Associates, Inc. for the engineering design of three street reconstruction projects of local streets as Street Reconstruction Group 17-1008. The street reconstruction projects will include replacing the existing deteriorating concrete streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, paving marking, possible replacement of the drainage system, water and wastewater improvements.

Following are the locations and design costs for each project:

Street Reconstruction - Local Streets - Improvements

<u>Project</u>	<u>Council District</u>	<u>Amount</u>
Kernack Street from Phinney Avenue to Burns Avenue	1	\$61,367.05
West 12 th Street from Briscoe Boulevard to Hampton Road	1	\$67,330.00

Waneta Drive from Robin Road
to Inwood Road 2 \$31,010.40

ESTIMATED SCHEDULE OF PROJECT

Begin Design March 2019
Complete Design March 2020
Begin Construction May 2020
Complete Construction May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Street and Transportation (A) Fund (2017 Bond Funds) - \$138,257.45
Water Utilities Capital Improvement Funds - \$21,450.00

Estimated Future Cost - Construction - \$1,297,384.58

<u>Council District</u>	<u>Amount</u>
1	\$128,697.05
2	<u>\$ 31,010.40</u>
Total	\$159,707.45

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$159,707.45	Architectural & Engineering	25.66%	100.00%	\$159,707.45
• This contract exceeds the M/WBE goal.				

OWNER

APM & Associates, Inc.

Ronald L. O'Connell, P.E., Vice President

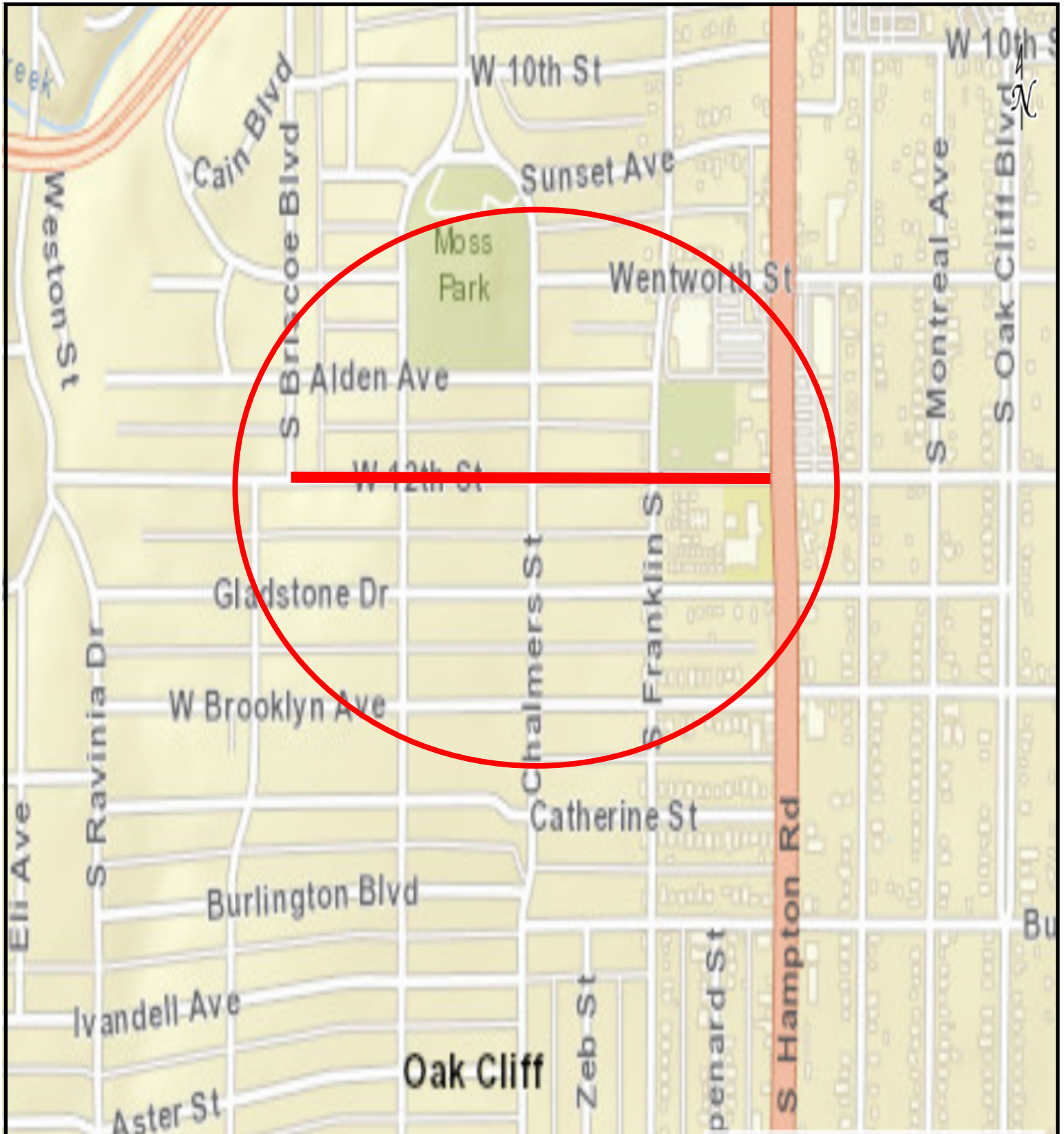
MAPS

Attached

Street Reconstruction Group 17-1008

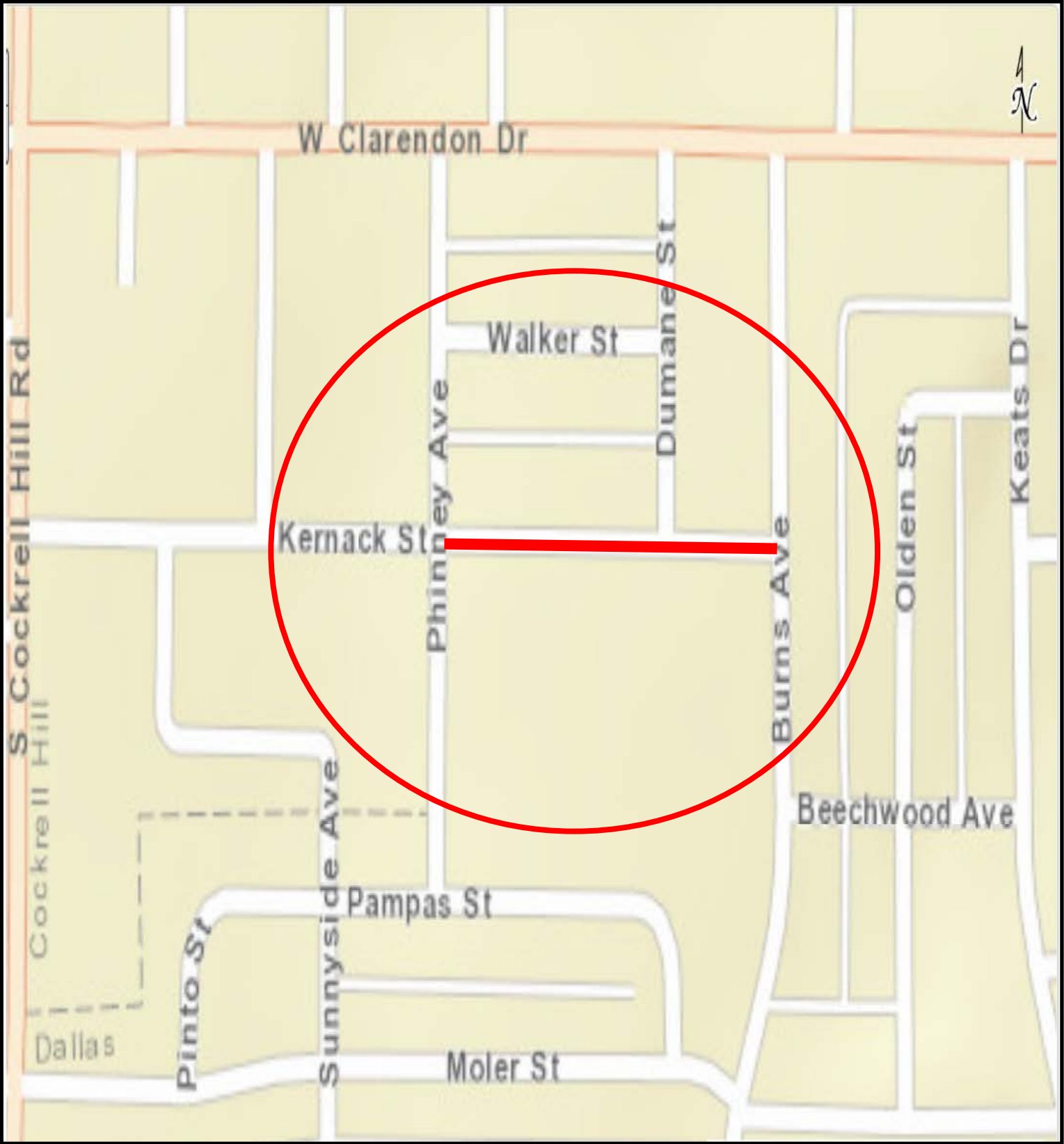
<u>Project</u>	<u>Council District</u>
Kernack Street from Phinney Avenue to Burns Avenue	1
West 12 th Street from Briscoe Boulevard to Hampton Road	1
Waneta Drive from Robin Road to Inwood Road	2

**STREET RECONSTRUCTION
WEST 12TH STREET FROM BRISCOE BOULEVARD
TO HAMPTON ROAD**



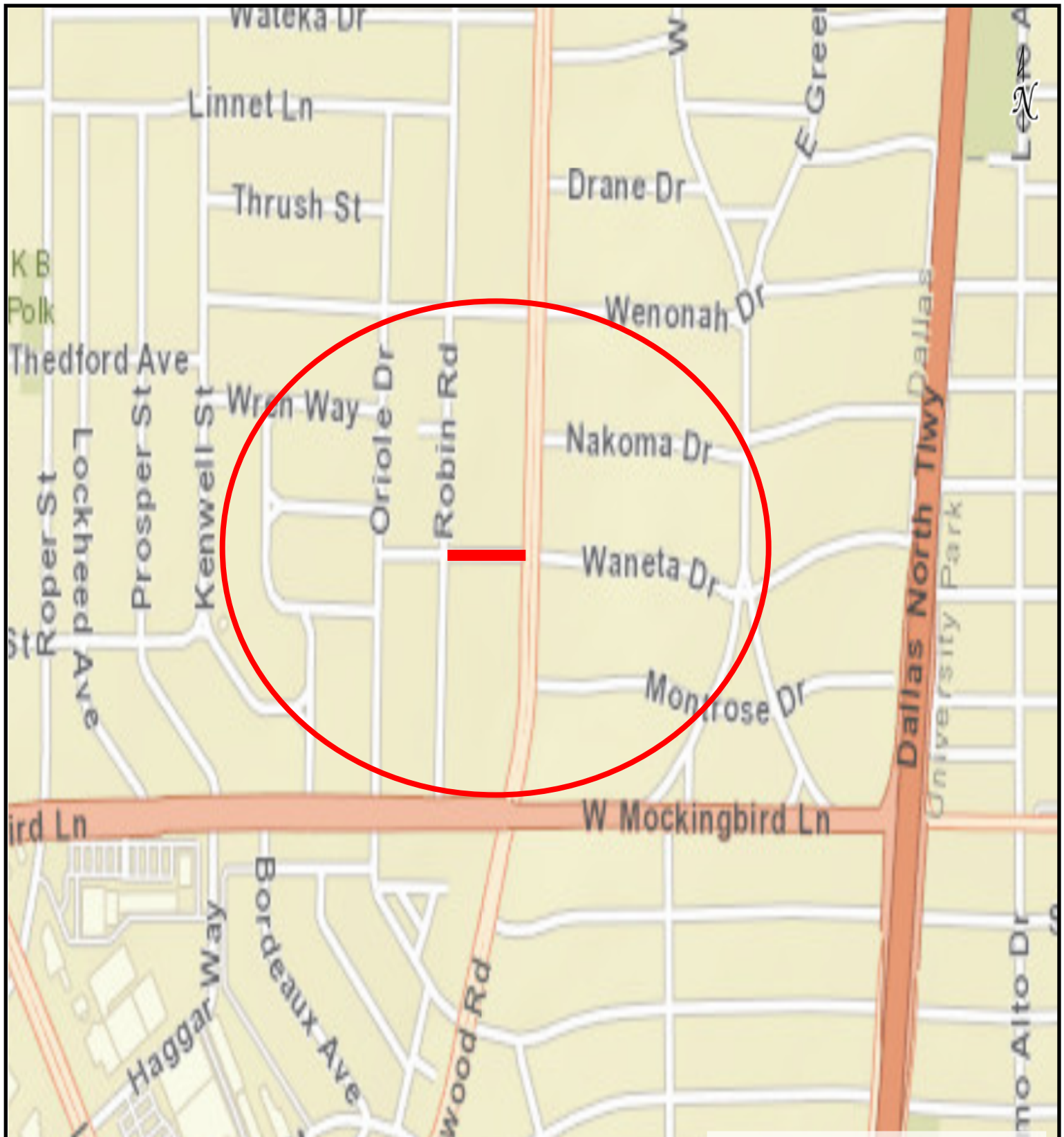
COUNCIL DISTRICT 1

**STREET RECONSTRUCTION
KERNACK STREET FROM PHINNEY AVENUE TO BURNS AVENUE**



COUNCIL DISTRICT 1

**STREET RECONSTRUCTION
WANETA DRIVE FROM ROBIN ROAD TO INWOOD ROAD**



COUNCIL DISTRICT 2

January 9, 2019

WHEREAS, APM & Associates, Inc., was selected to provide engineering design for Street Reconstruction Group 17-1008.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a professional services contract with APM & Associates, Inc., approved as to form by the City Attorney, for engineering design for the indicated projects, in an amount not to exceed \$159,707.45.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$159,707.45 in accordance with the terms and conditions of the contract:

APM & Associates, Inc. for the engineering design of street reconstruction projects of local streets on: Kernack Street from Phinney Avenue to Burns Avenue; West 12th Street from Briscoe Boulevard to Hampton Road, and Waneta Drive from Robin Road to Inwood Road:

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V192, Activity SREC
Object 4111, Program PB17V192
Encumbrance/Contract No. CX-PBW-2019-00008718
Vendor 265694 \$ 45,880.00

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V237, Activity SREC
Object 4111, Program PB17V237
Encumbrance/Contract No. CX-PBW-2019-00008718
Vendor 265694 \$ 61,367.05

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V244, Activity SREC
Object 4111, Program PB17V244
Encumbrance/Contract No. CX-PBW-2019-00008718
Vendor 265694 \$ 31,010.40

Water Capital Improvement Fund
Fund 3115, Department DWU, Unit PW42
Object 4111, Program 719137
Encumbrance/Contract No. CX-PBW-2019-00008718
Vendor 265694 \$ 11,191.87

January 9, 2019

SECTION 2. (continued)

Wastewater Capital Improvement Fund
Fund 2116, Department DWU, Unit PS42
Object 4111, Program 719138
Encumbrance/Contract No. CX-PBW-2019-00008718
Vendor 265694 \$ 10,258.13

Total amount not to exceed \$159,707.45

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 Information Sheet

File #: 18-1118

Item #: 9.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 11

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize a professional services contract with Michael Baker International, Inc. for the engineering design of Street Reconstruction Group 17-1104 (list attached to the Agenda Information Sheet) - Not to exceed \$236,277.39 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$204,439.49) and Water Utilities Capital Improvement Funds (\$31,837.90)

BACKGROUND

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Michael Baker International, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Michael Baker International, Inc. for the engineering design of four street reconstruction projects of local streets as Street Reconstruction Group 17-1104. The scope will include replacing the existing deteriorating concrete streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, paving marking, drainage system, and water and wastewater improvements.

Following are the locations and design costs for each project:

Street Reconstruction - Local Streets - Improvements

<u>Project</u>	<u>Council District</u>	<u>Amount</u>
Curran Drive from St. Michaels Drive to Pebbledowne Drive	11	\$79,207.46
Meadow Park Drive from Stone Canyon Road to Regal Park Lane	11	\$69,767.61

Brookshire Drive from Orchid Lane to Brookshire Circle	11	\$57,465.44
Curran Drive from Pebbledowne Drive to End of Pavement	11	\$29,836.88

ESTIMATED SCHEDULE OF PROJECT

Begin Design	March 2019
Complete Design	March 2020
Begin Construction	June 2020
Complete Construction	June 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Street and Transportation (A) Fund (2017 Bond Funds) - \$204,439.49
Water Utilities Capital Improvement Funds - \$31,837.90

Estimated Future Cost - Construction - \$1,978,982.31

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$236,277.39	Architectural & Engineering	25.66%	31.58%	\$74,610.00
• This contract exceeds the M/WBE goal.				

OWNER

Michael Baker International, Inc.

Laura Weis, P.E., Vice President

MAPS

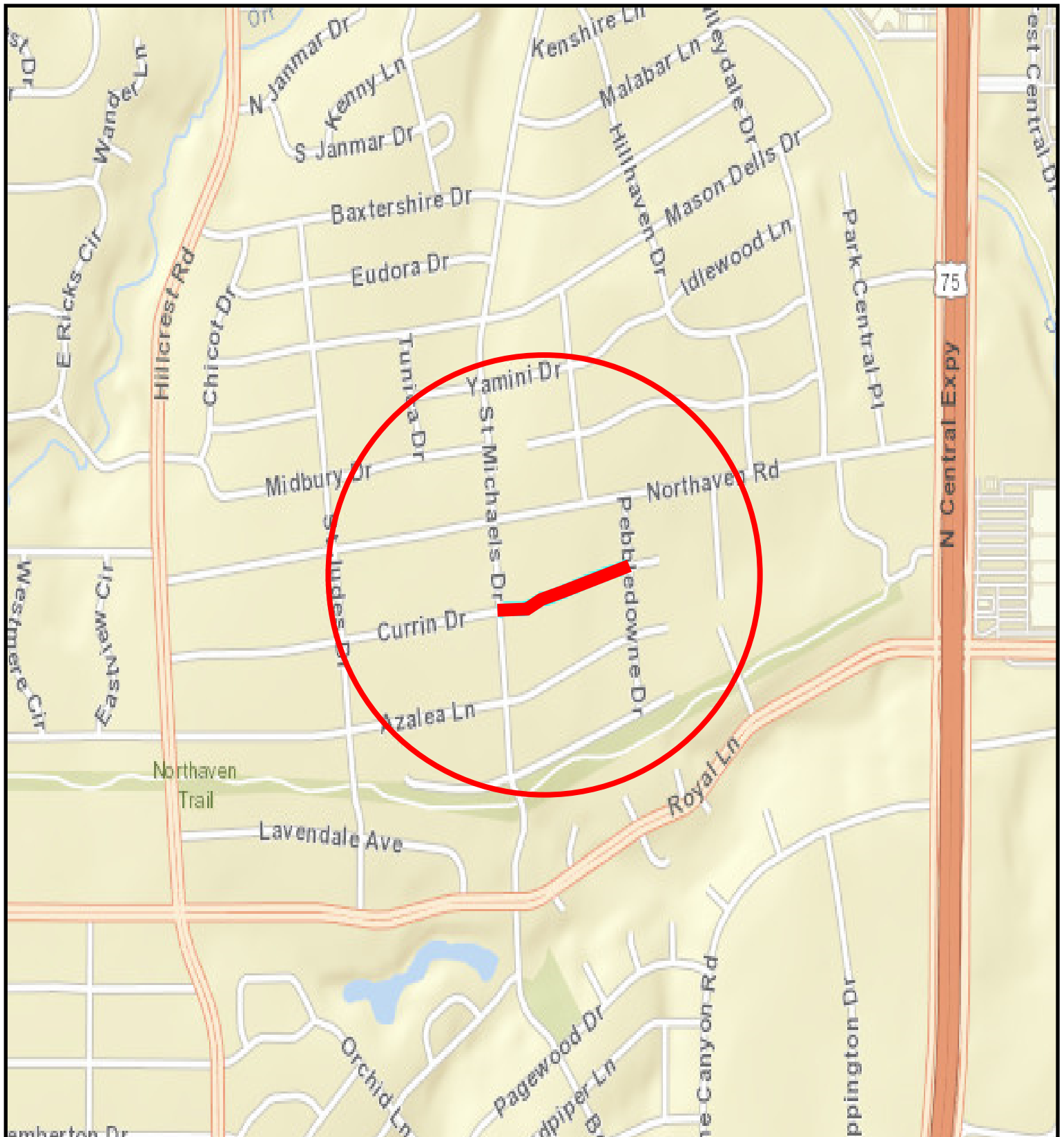
Attached

Street Reconstruction Group 17-1104

Street Reconstruction - Local Streets - Improvements

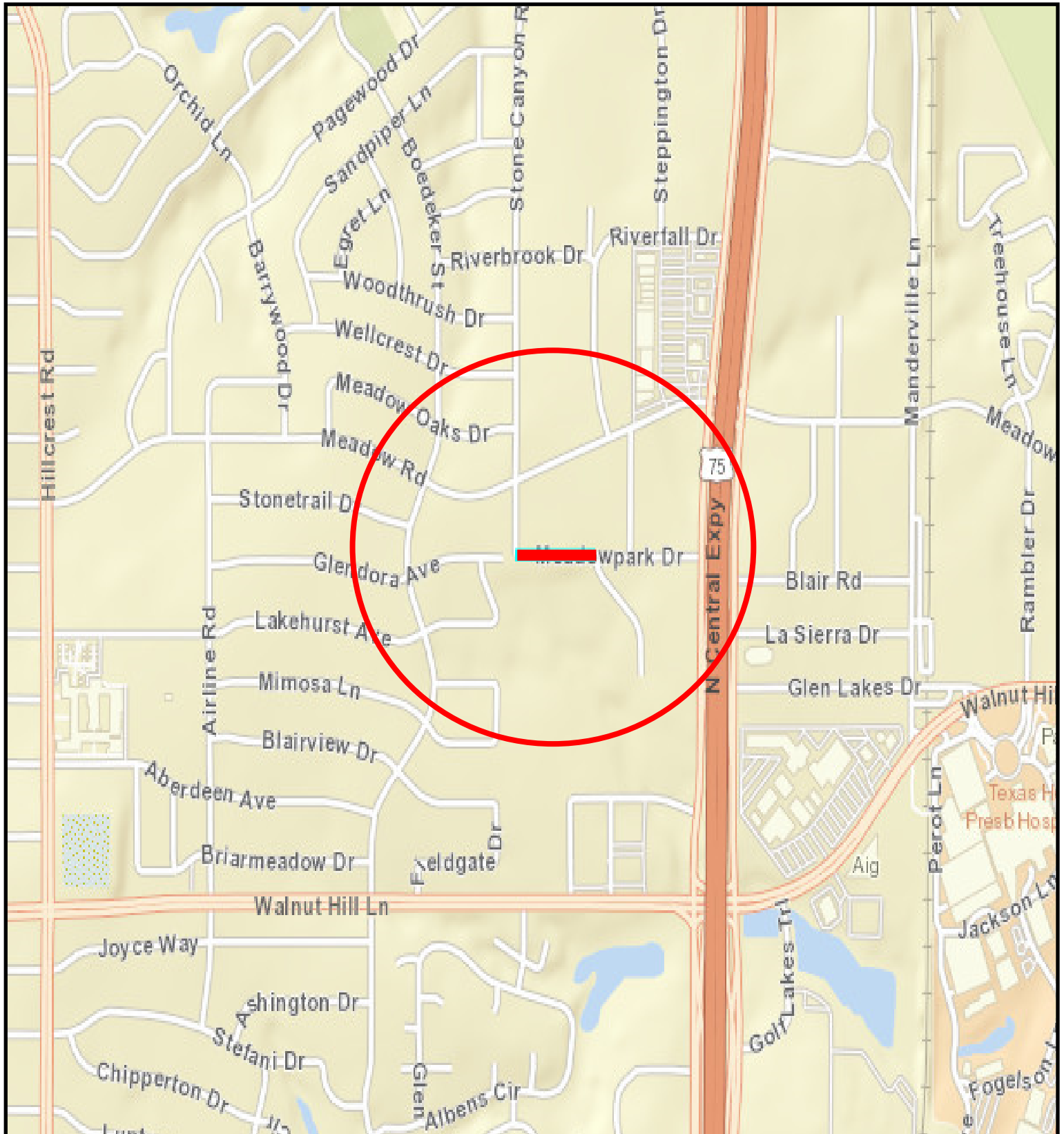
<u>Project</u>	<u>Council District</u>
Curran Drive from St. Michaels Drive to Pebbledowne Drive	11
Meadow Park Drive from Stone Canyon Road to Regal Park Lane	11
Brookshire Drive from Orchid Lane to Brookshire Circle	11
Curran Drive from Pebbledowne Drive to End of Pavement	11

**STREET RECONSTRUCTION
CURRIN DRIVE FROM ST. MICHAELS DRIVE
TO PEBBLEDOWNE DRIVE**



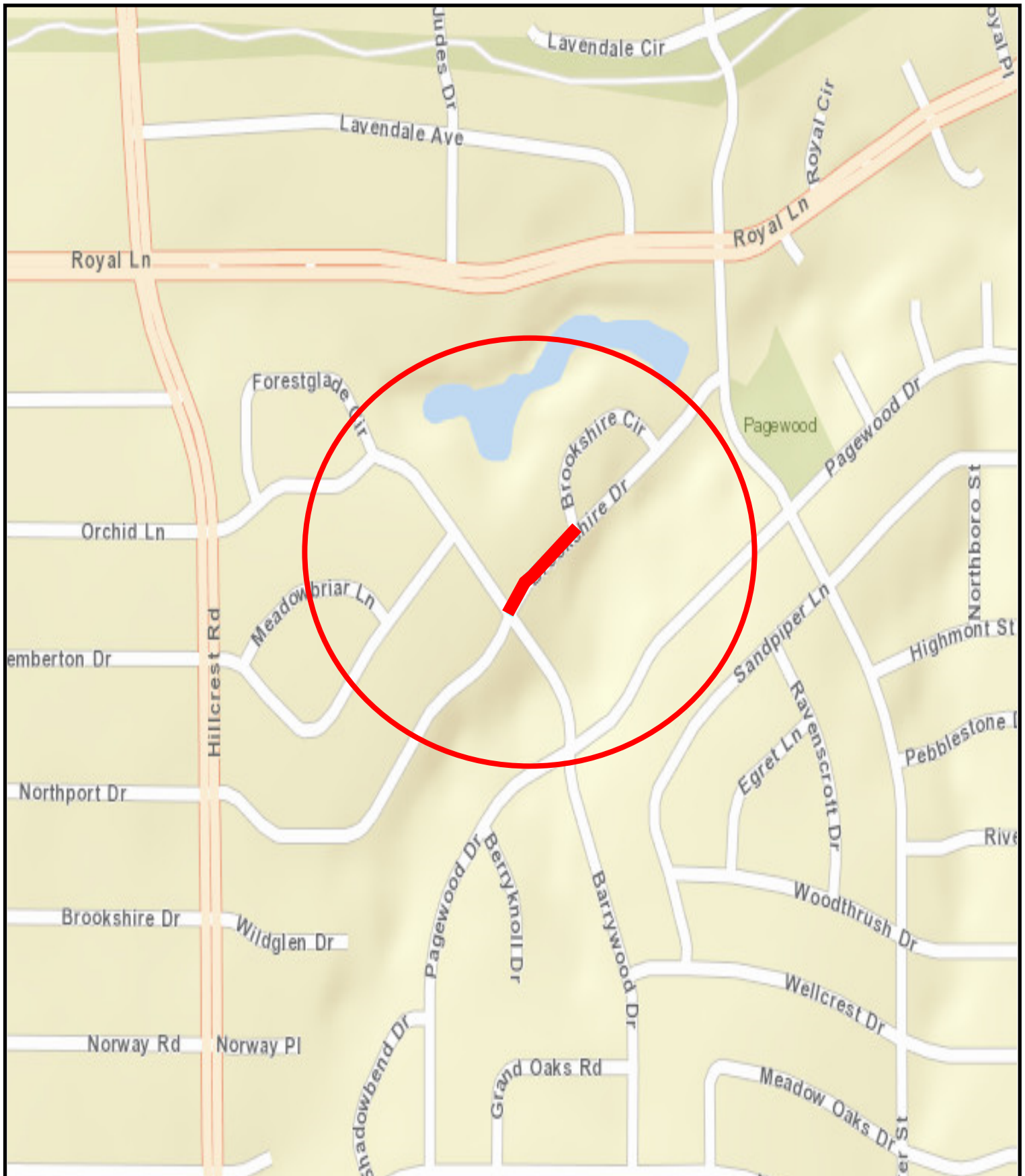
COUNCIL DISTRICT 11

**STREET RECONSTRUCTION
MEADOW PARK DRIVE FROM STONE CANYON ROAD
TO REGAL PARK LANE**



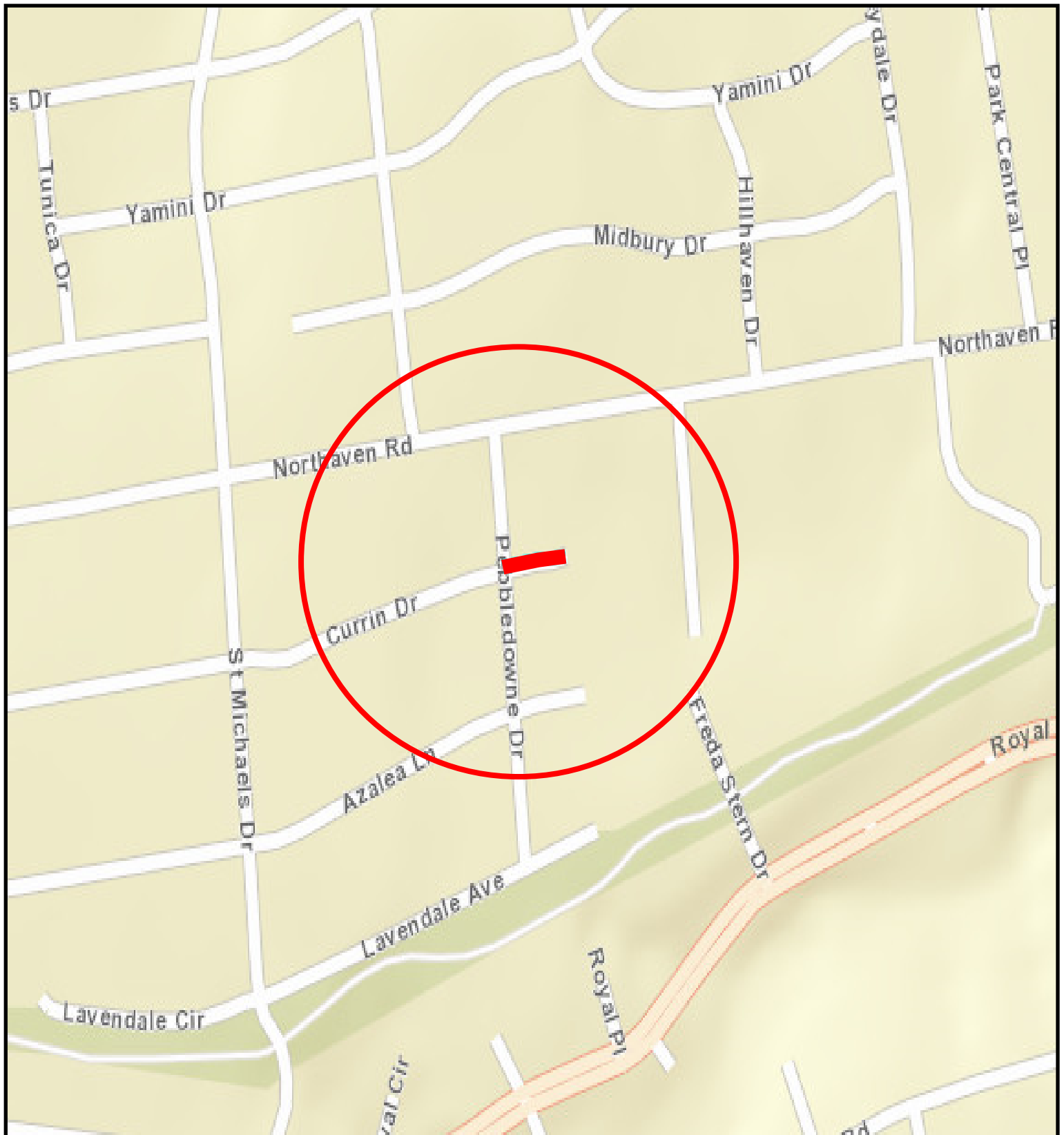
COUNCIL DISTRICT 11

**STREET RECONSTRUCTION
BROOKSHIRE DRIVE FROM ORCHID LANE
TO BROOKSHIRE CIRCLE**



COUNCIL DISTRICT 11

**STREET RECONSTRUCTION
CURRIN DRIVE FROM PEBBLEDOWNE DRIVE
TO END OF PAVEMENT**



COUNCIL DISTRICT 11

January 9, 2019

WHEREAS, Michael Baker International, Inc. was selected to provide engineering design for Street Reconstruction Group 17-1104.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a professional services contract with Michael Baker International, Inc., approved as to form by the City Attorney, for engineering design services for the indicated projects in an amount not to exceed \$236,277.39.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$236,277.39 in accordance with the terms and conditions of the contract:

Michael Baker International, Inc. for the engineering design of street reconstruction projects of local streets on: Currin Drive from St. Michaels Drive to Pebbledowne Drive; Meadow Park Drive from Stone Canyon Road to Regal Park Lane; Brookshire Drive from Orchid Lane to Brookshire Circle; and Currin Drive from Pebbledowne Drive to End of Pavement:

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V223, Activity SREC
Object 4111, Program PB17V223
Encumbrance/Contract No. CX-PBW-2019-00008376
Vendor VS0000006818 \$ 69,091.27

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V225, Activity SREC
Object 4111, Program PB17V225
Encumbrance/Contract No. CX-PBW-2019-00008376
Vendor VS0000006818 \$ 63,681.82

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V276, Activity SREC
Object 4111, Program PB17V276
Encumbrance/Contract No. CX-PBW-2019-00008376
Vendor VS0000006818 \$ 45,282.83

January 9, 2019

SECTION 2. (continued)

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V278, Activity SREC
Object 4111, Program PB17V278
Encumbrance/Contract No. CX-PBW-2019-00008376
Vendor VS0000006818 \$ 26,383.57

Water Capital Improvement Fund
Fund 3115, Department DWU, Unit PW42
Object 4111, Program 719101
Encumbrance/Contract No. CX-PBW-2019-00008376
Vendor VS0000006818 \$ 22,437.10

Wastewater Capital Improvement Fund
Fund 2116, Department DWU, Unit PS42
Object 4111, Program 719102
Encumbrance/Contract No. CX-PBW-2019-00008376
Vendor VS0000006818 \$ 9,400.80

Total amount not to exceed \$236,277.39

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 Information Sheet

File #: 18-1328

Item #: 10.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize a professional services contract with Halff Associates, Inc. for the engineering design of Street Reconstruction Group 17-1408 (list attached to the Agenda Information Sheet) - Not to exceed \$281,096.40 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$249,412.40) and Water Utilities Capital Improvement Funds (\$31,684.00)

BACKGROUND

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Halff Associates, Inc. was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Halff Associates, Inc. for the engineering design of three street reconstruction of thoroughfare projects as Street Reconstruction Group 17-1408. The street reconstruction projects will include replacing the existing deteriorating concrete streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, paving marking, possible replacement of the drainage system, and water and wastewater improvements.

Following are the locations and design costs for each project:

Street Reconstruction - Thoroughfares - Improvements

<u>Project</u>	<u>Council District</u>	<u>Amount</u>
Maple Avenue from McKinney Avenue to Mahon Street	14	\$93,698.80
Maple Avenue from Mahon Street to Cedar Springs Road	14	\$93,698.80

Maple Avenue from Randall Street
to Wolf Street

14

\$93,698.80

ESTIMATED SCHEDULE OF PROJECT

Begin Design	March 2019
Complete Design	March 2020
Begin Construction	May 2020
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Street and Transportation (A) Fund (2017 Bond Funds) - \$249,412.40
Water Utilities Capital Improvement Funds - \$31,684.00

Estimated Future Cost - Construction - \$2,098,899.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$281,096.40	Architectural & Engineering	25.66%	27.76%	\$78,022.00
• This contract exceeds the M/WBE goal.				

OWNER

Halff Associates, Inc.

Stephen Crawford, P.E., Certified Floodplain Manager, Vice President

MAPS

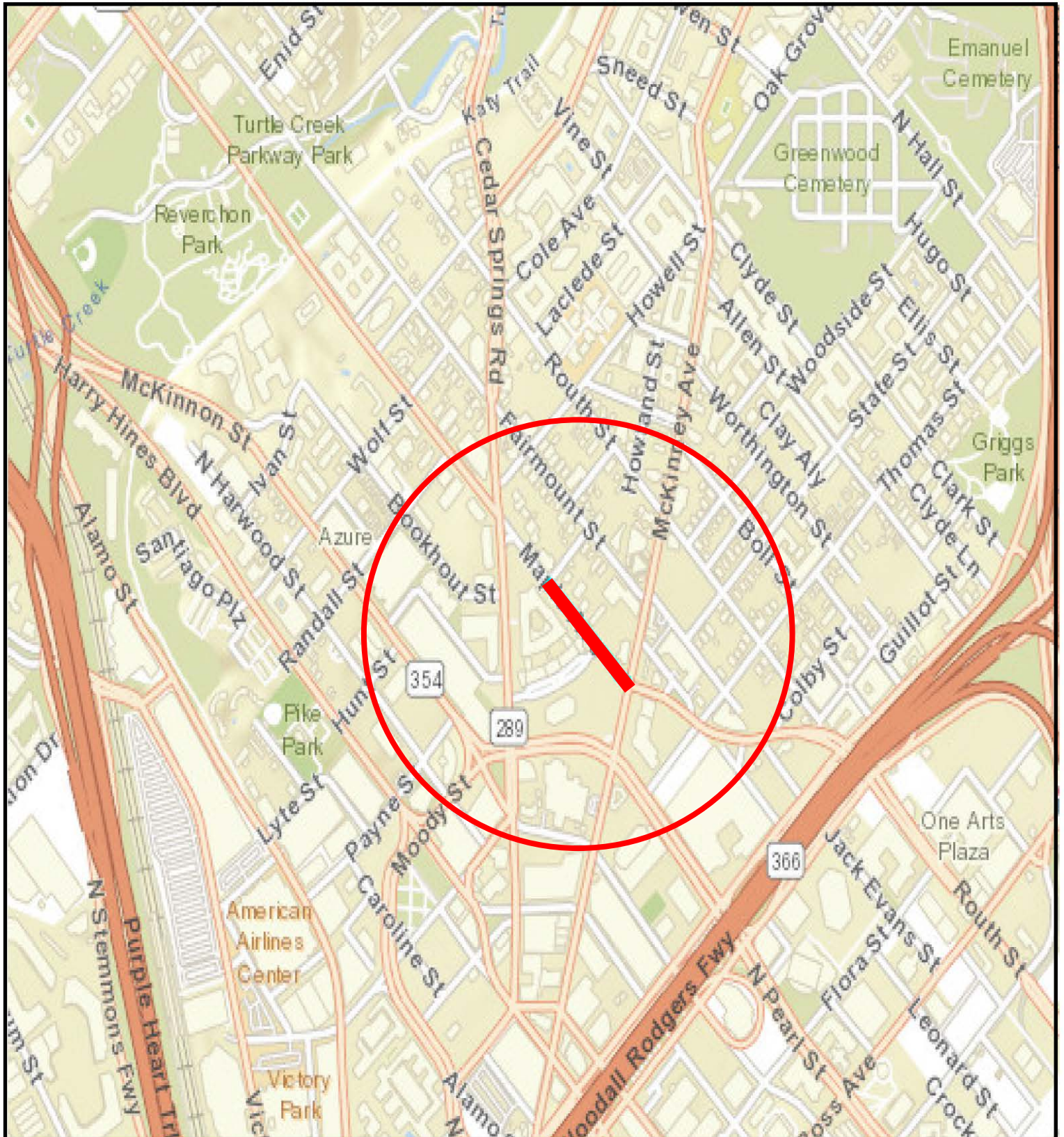
Attached

Street Reconstruction Group 17-1408

Street Reconstruction - Thoroughfares - Improvements

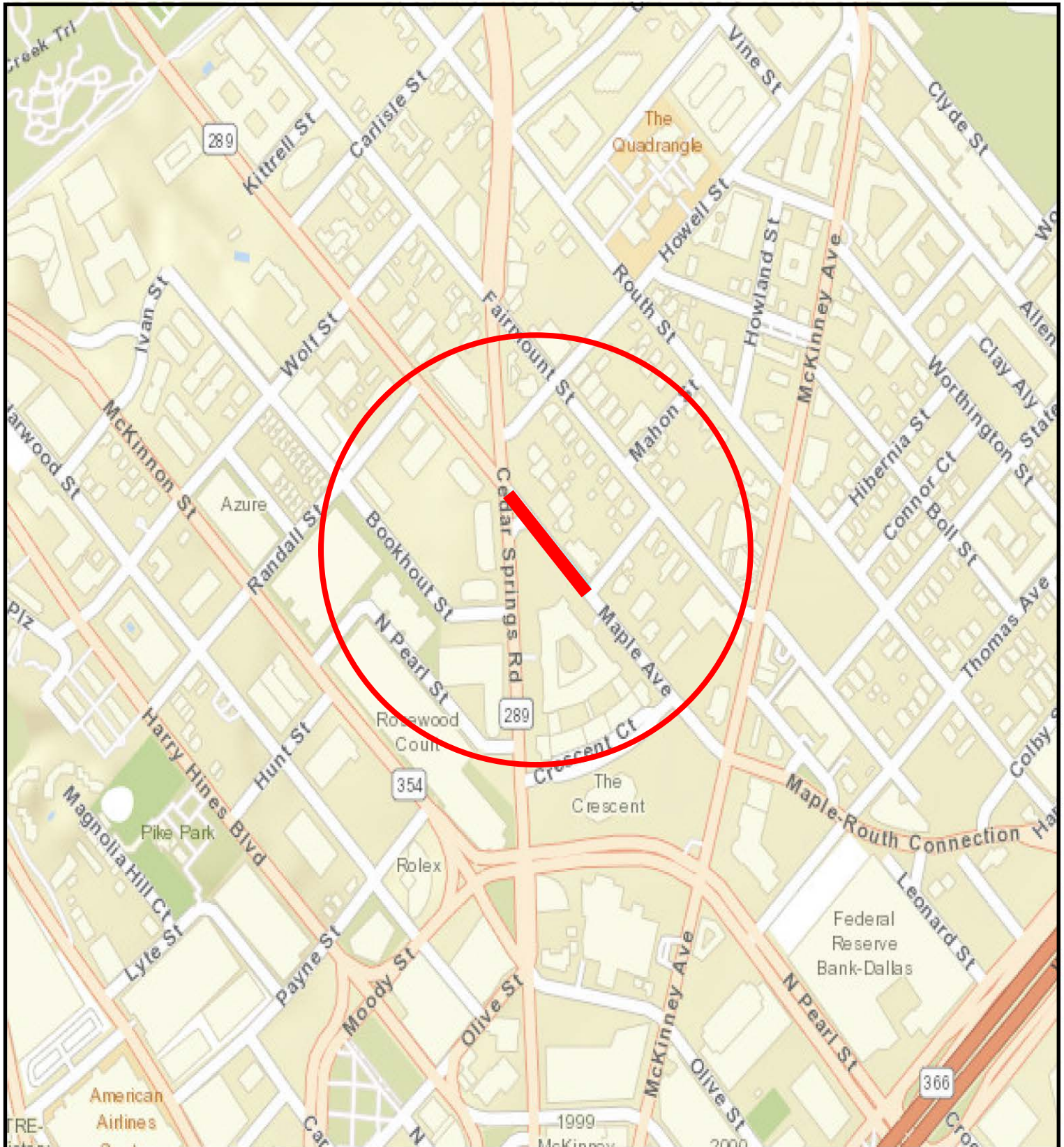
<u>Project</u>	<u>Council District</u>
Maple Avenue from McKinney Avenue to Mahon Street	14
Maple Avenue from Mahon Street to Cedar Springs Road	14
Maple Avenue from Randall Street to Wolf Street	14

**STREET RECONSTRUCTION
MAPLE AVENUE FROM MCKINNEY AVENUE
TO MAHON STREET**



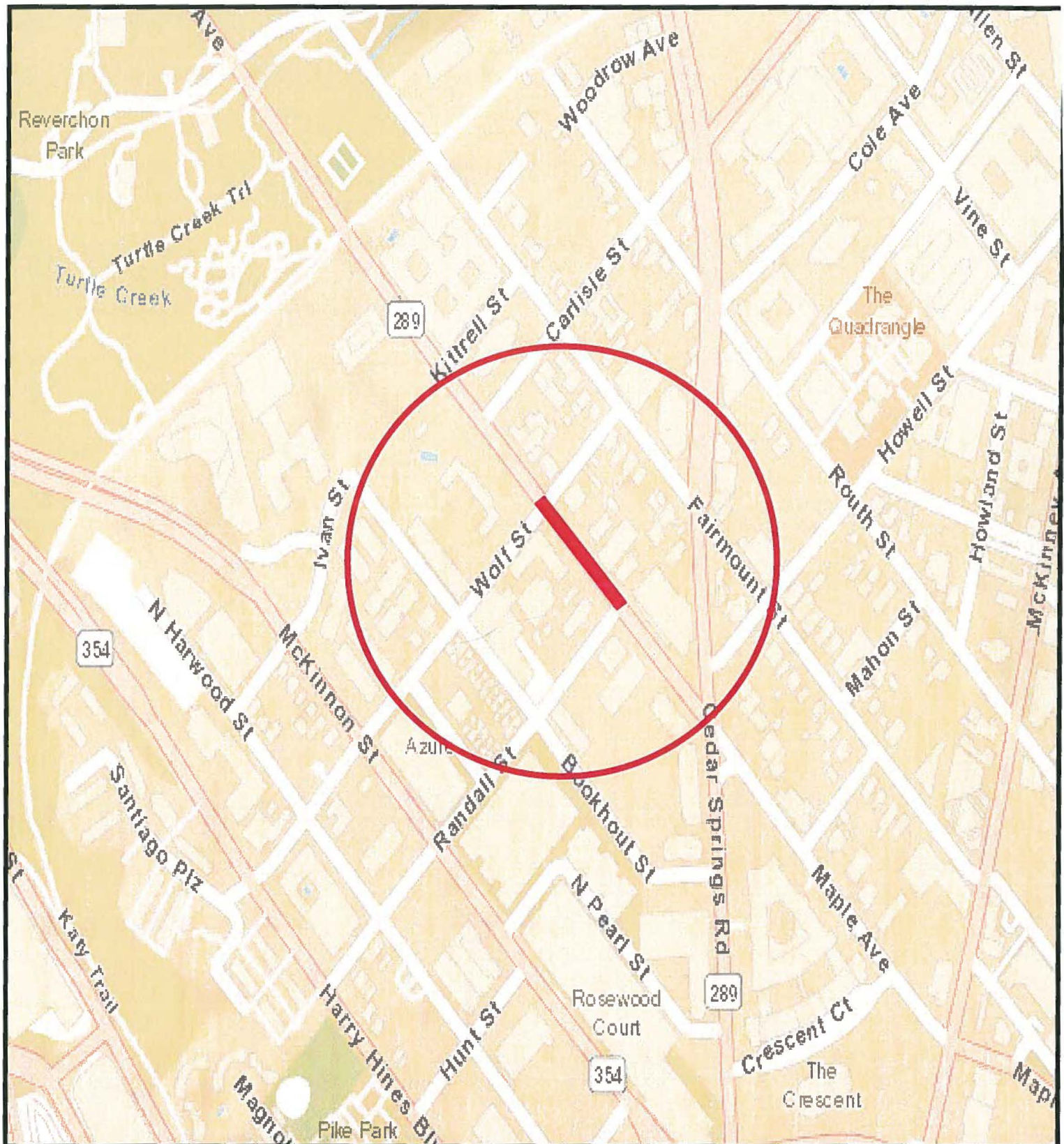
COUNCIL DISTRICT 14

**STREET RECONSTRUCTION
MAPLE AVENUE FROM MAHON STREET
TO CEDAR SPRINGS ROAD**



COUNCIL DISTRICT 14

**STREET RECONSTRUCTION
MAPLE AVENUE FROM RANDALL STREET
TO WOLF STREET**



COUNCIL DISTRICT 14

January 9, 2019

WHEREAS, Halff Associates, Inc. was selected to provide engineering design for Street Reconstruction Group 17-1408.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a professional services contract with Halff Associates, Inc., approved as to form by the City Attorney, for engineering design services for the indicated projects, in an amount not to exceed \$281,096.40.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$281,096.40 in accordance with the terms and conditions of the contract:

Halff Associates, Inc. for the engineering design of street reconstruction of thoroughfare projects on: Maple Avenue from McKinney Avenue to Mahon Street; Maple Avenue from Mahon Street to Cedar Springs Road and Maple Avenue from Randall Street to Wolf Street:

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V298, Activity SREC
Object 4111, Program PB17V298
Encumbrance/Contract No. CX-PBW-2019-00008713
Vendor 089861 \$ 83,137.47

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V314, Activity SREC
Object 4111, Program PB17V314
Encumbrance/Contract No. CX-PBW-2019-00008713
Vendor 089861 \$ 83,137.47

Street and Transportation (A) Fund
Fund 1V22, Department PBW, Unit V315, Activity SREC
Object 4111, Program PB17V315
Encumbrance/Contract No. CX-PBW-2019-00008713
Vendor 089861 \$ 83,137.46

Water Capital Improvement Fund
Fund 3115, Department DWU, Unit PW42
Object 4111, Program 719131
Encumbrance/Contract No. CX-PBW-2019-00008713
Vendor 089861 \$ 19,676.20

January 9, 2019

SECTION 2. (continued)

Wastewater Capital Improvement Fund	
Fund 2116, Department DWU, Unit PS42	
Object 4111, Program 719132	
Encumbrance/Contract No. CX-PBW-2019-00008713	
Vendor 089861	<u>\$ 12,007.80</u>
 Total amount not to exceed	 \$281,096.40

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 Information Sheet

File #: 18-1241

Item #: 11.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 6

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize a professional services contract with Solaray Engineering, Inc. for the engineering design of Street Reconstruction Group 17-6004 (list attached to the Agenda Information Sheet) - Not to exceed \$198,217.98 - Financing: Street and Transportation (A) Fund (2017 Bond Funds) (\$164,056.83) and Water Utilities Capital Improvement Funds (\$34,161.15)

BACKGROUND

The Request for Qualifications (CIZ1721) was issued on May 31, 2018 for the 2017 Bond Projects. The consulting firm, Solaray Engineering, Inc., was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

This action will authorize a professional services contract with Solaray Engineering, Inc. for the engineering design of two local street reconstruction projects as Street Reconstruction Group 17-6004. The scope will include replacing the existing deteriorating concrete streets with reinforced concrete pavement, curb, gutter, sidewalk, driveway approaches, paving marking, drainage system, and water and wastewater improvements.

Following are the locations and design costs for each project:

Street Reconstruction - Local Streets - Improvements

<u>Project</u>	<u>Council District</u>	<u>Amount</u>
Geraldine Drive from Kendale Drive to Lombardy Lane	6	\$89,970.29
Nagle Street from Denton Drive to Overlake Drive	6	\$108,247.69

ESTIMATED SCHEDULE OF PROJECT

Begin Design	March 2019
Complete Design	March 2020
Begin Construction	September 2020
Complete Construction	December 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Street and Transportation (A) Fund (2017 Bond Funds) - \$164,056.83
Water Utilities Capital Improvement Funds - \$34,161.15

Estimated Future Cost - Construction - \$1,671,576.51

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$198,217.98	Architectural & Engineering	25.66%	100.00%	\$198,217.98
• This contract exceeds the M/WBE goal.				

OWNER

Solaray Engineering, Inc.

Javier Chavira, P.E., President

MAPS

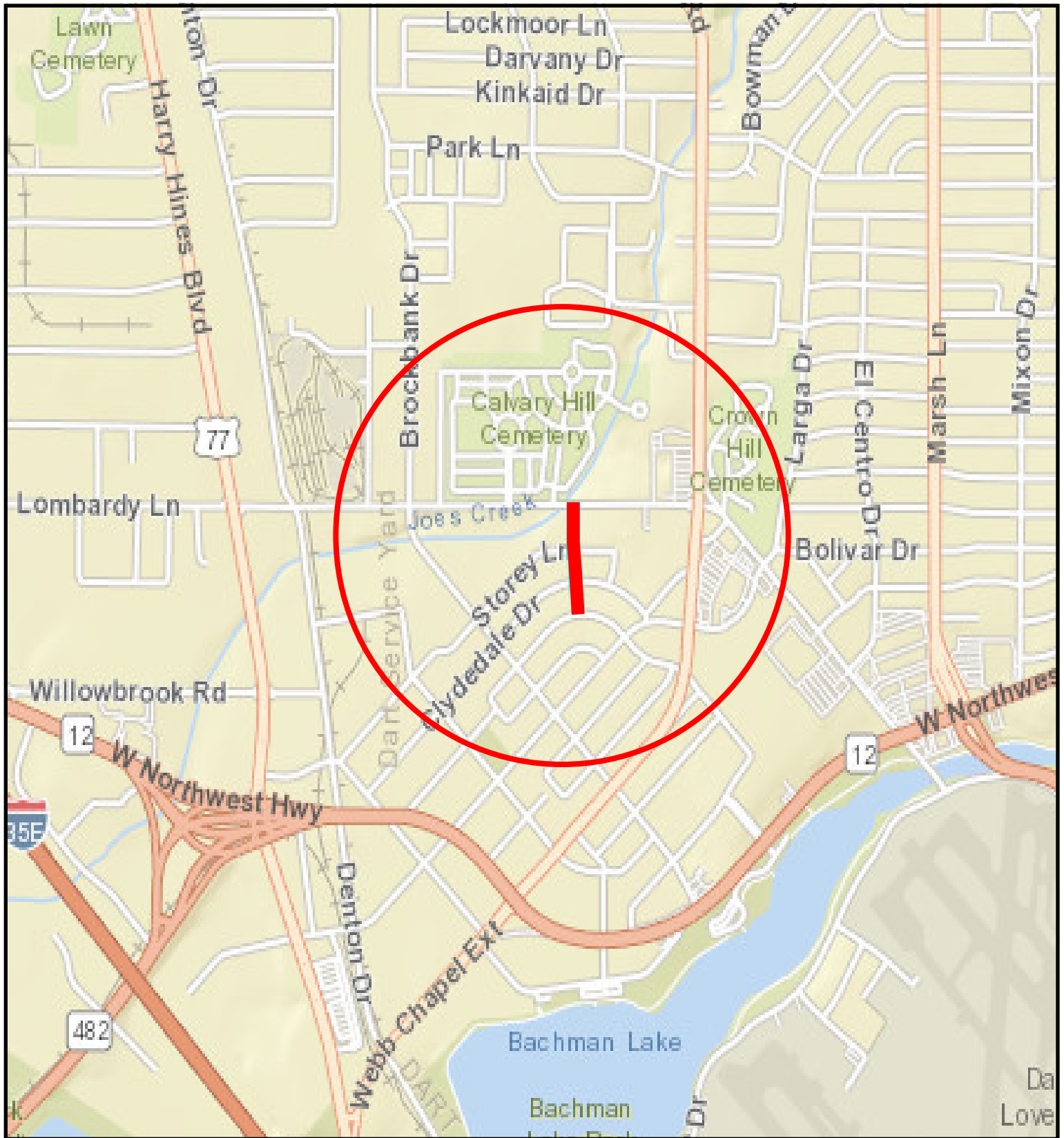
Attached

Street Reconstruction Group 17-6004

Street Reconstruction – Local Streets - Improvements

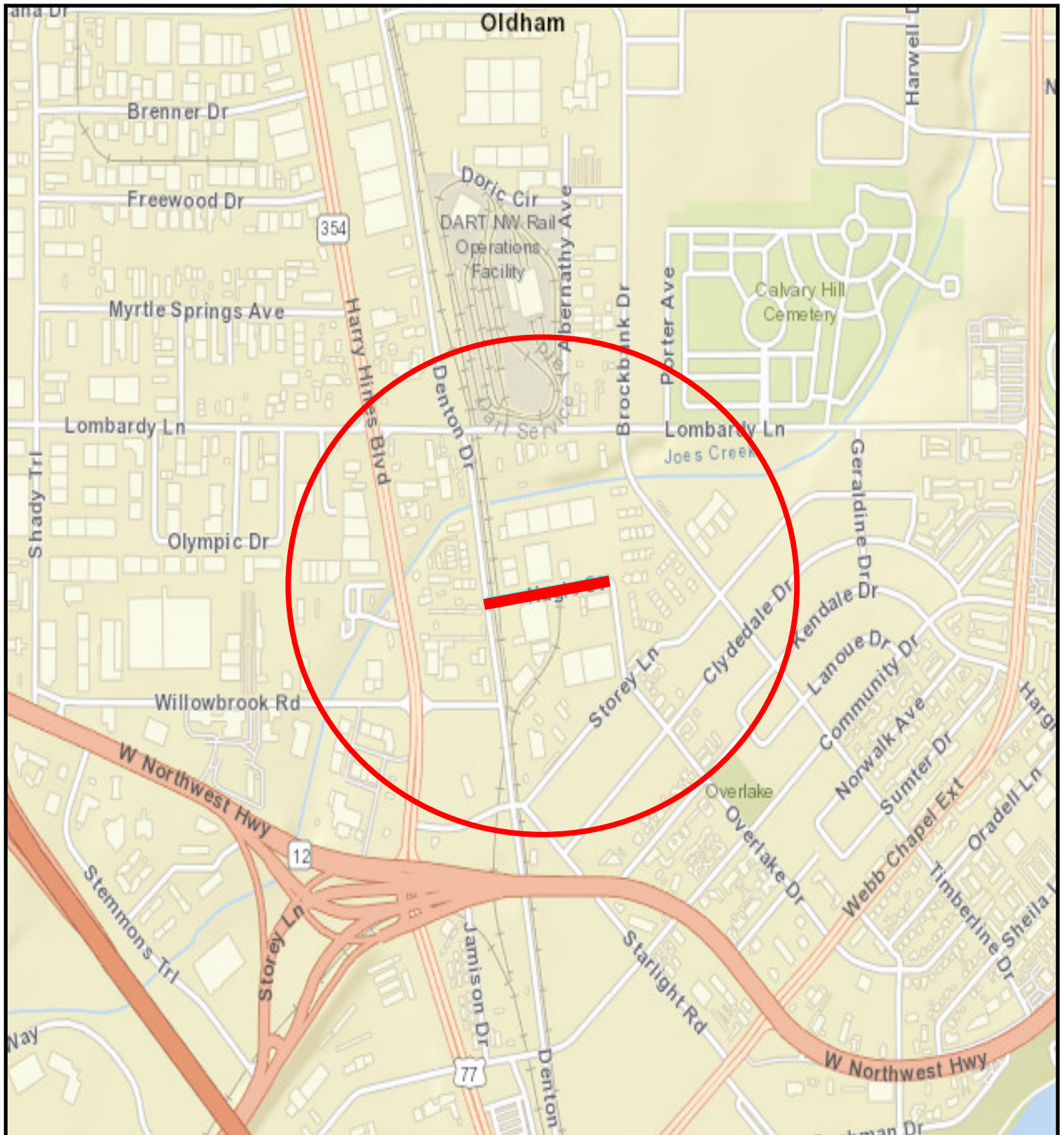
<u>Project</u>	<u>Council District</u>
Geraldine Drive from Kendale Drive to Lombardy Lane	6
Nagle Street from Denton Drive to Overlake Drive	6

**STREET RECONSTRUCTION
GERALDINE DRIVE FROM KENDALE DRIVE
TO LOMBARDY LANE**



COUNCIL DISTRICT 6

STREET RECONSTRUCTION NAGLE STREET FROM DENTON DRIVE TO OVERLAKE DRIVE



COUNCIL DISTRICT 6

January 9, 2019

WHEREAS, Solaray Engineering, Inc. was selected to provide engineering design for Street Reconstruction Group 17-6004.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a professional services contract with Solaray Engineering, Inc., approved as to form by the City Attorney, for engineering design for the indicated projects, in an amount not to exceed \$198,217.98.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$198,217.98 in accordance with the terms and conditions of the contract:

Solaray Engineering, Inc. for the engineering design of street reconstruction projects on local streets on: Geraldine Drive from Kendale Drive to Lombardy Lane; and Nagle Street from Denton Drive to Overlake Drive:

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V209, Activity SREC	
Object 4111, Program PB17V209	
Encumbrance/Contract No. CX-PBW-2018-00007766	
Vendor VS0000071399	\$ 89,302.97

Street and Transportation (A) Fund	
Fund 1V22, Department PBW, Unit V257, Activity SREC	
Object 4111, Program PB17V257	
Encumbrance/Contract No. CX-PBW-2018-00007766	
Vendor VS0000071399	\$ 74,753.86

Water Capital Improvement Fund	
Fund 3115, Department DWU, Unit PW42	
Object 4111, Program 719133	
Encumbrance/Contract No. CX-PBW-2018-00007766	
Vendor VS0000071399	\$ 19,498.12

January 9, 2019

SECTION 2. (continued)

Wastewater Capital Improvement Fund	
Fund 2116, Department DWU, Unit PS42	
Object 4111, Program 719134	
Encumbrance/Contract No. CX-PBW-2018-00007766	
Vendor VS0000071399	<u>\$ 14,663.03</u>
 Total amount not to exceed	 \$198,217.98

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 Information Sheet

File #: 18-1227

Item #: 12.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 4, 7

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize **(1)** street paving, drainage, water and wastewater main improvements for Street Group 12-465; provide for partial payment of construction costs by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law (list attached to the Agenda Information Sheet); and **(2)** a benefit assessment hearing to be held on February 27, 2019, to receive comments - Financing: No cost consideration to the City (see Fiscal Information for potential future costs)

BACKGROUND

Meek Street from Carbondale Street to Brownsville Avenue was included in the 2003 Bond Program under the category of Public/Private Partnership. Hendricks Avenue from South Denley Drive to South Moore Street was included in the 2012 Bond Program as a Target Neighborhood Project.

On May 10, 2006, City Council authorized a professional services contract with Halff Associates, Inc. for the engineering design of street improvements for Street Group 03-445, by Resolution No. 06-1364.

On December 11, 2013, City Council authorized a professional services contract with Walter P. Moore & Associates, Inc. for the engineering design of three target neighborhood street improvement projects on Gooch Street from South Lancaster Road to Tracy Road, Hendricks Avenue from Denley Drive to Moore Street and Yancy Street from Carbondale Street to Saipan Street by Resolution No. 13-2073.

This action will authorize the project, partial payment of costs by assessment, and a benefit assessment hearing. The improvements will consist of constructing 26-foot wide concrete pavement with curbs, sidewalks, drive approaches, drainage, and water and wastewater main improvements.

The paving assessment process requires the following three steps:

1. Authorize paving improvements
2. Authorize a benefit assessment hearing
3. Benefit assessment hearing, ordinance levying assessments and authorize contract for construction

These actions are the first and second steps in the process.

Following are the locations for each project:

Street Group 12-465

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Meek Street	from Carbondale Street to Brownsville Avenue	7
Hendricks Avenue	from South Denley Drive to South Moore Street	4

ESTIMATED SCHEDULE OF PROJECT

Began Design	May 2006
Completed Design	March 2018
Begin Construction	April 2019
Complete Construction	April 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 10, 2006, City Council authorized a professional services contract with Halff Associates, Inc. for the engineering design of street improvements for Street Group 03-445, by Resolution No. 06-1364.

On December 11, 2013, City Council authorized a professional services contract with Walter P. Moore & Associates, Inc. for the engineering design of three target neighborhood street improvement projects on Gooch Street from South Lancaster Road to Tracy Road, Hendricks Avenue from Denley Drive to Moore Street and Yancy Street from Carbondale Street to Saipan Street by Resolution No. 13-2073.

FISCAL INFORMATION

Design	\$ 59,496.00
Supplemental Agreement No. 1	\$ 5,000.00
Construction	
Paving & Drainage (PBW)	\$ 903,650.00 (est.)
Water & Wastewater (DWU)	\$ <u>230,020.00</u> (est.)
Total Project Cost	\$1,198,166.00 (est.)

No cost consideration to the City. This project does involve assessments.

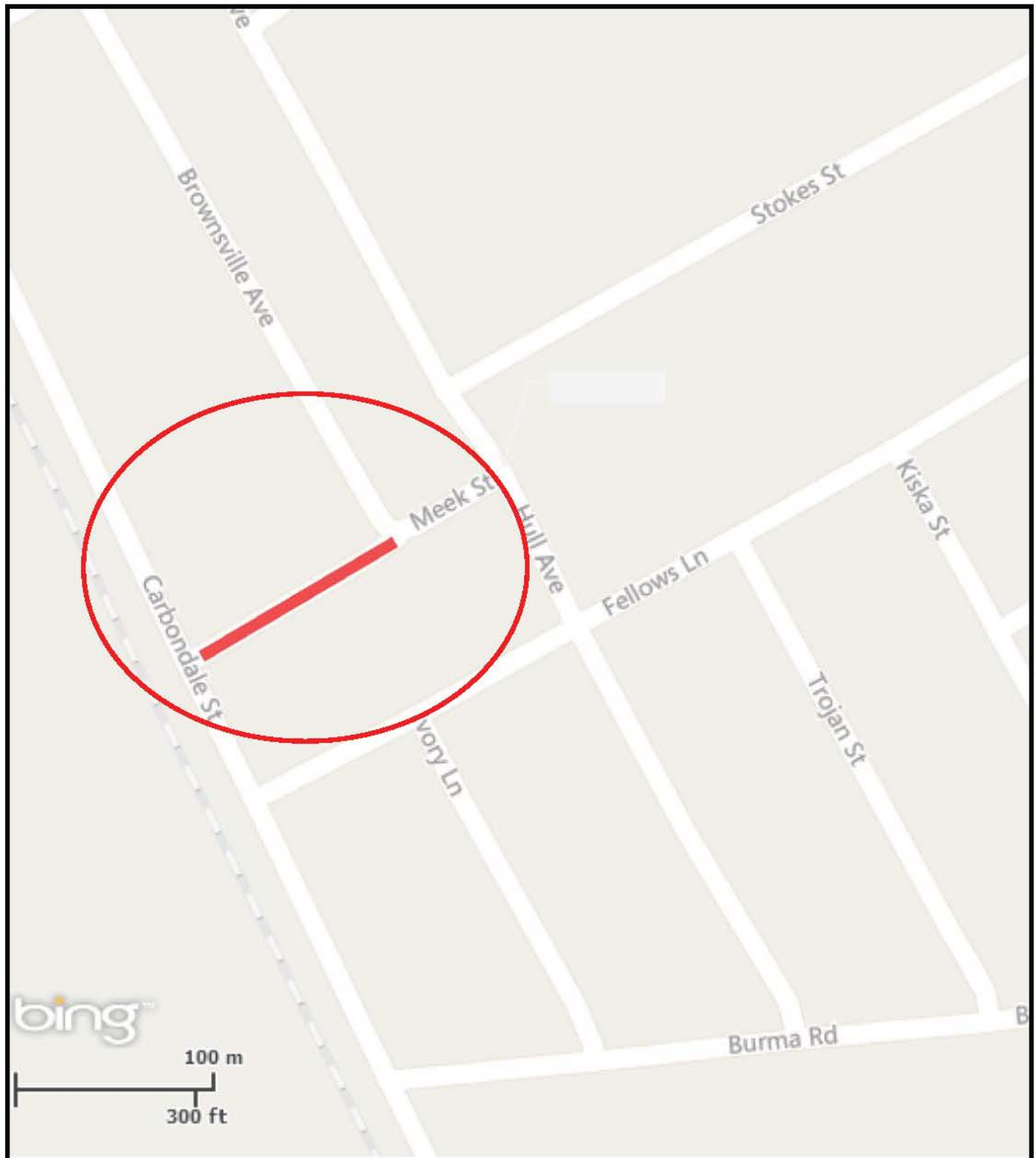
MAPS

Attached

Street Group 12-465

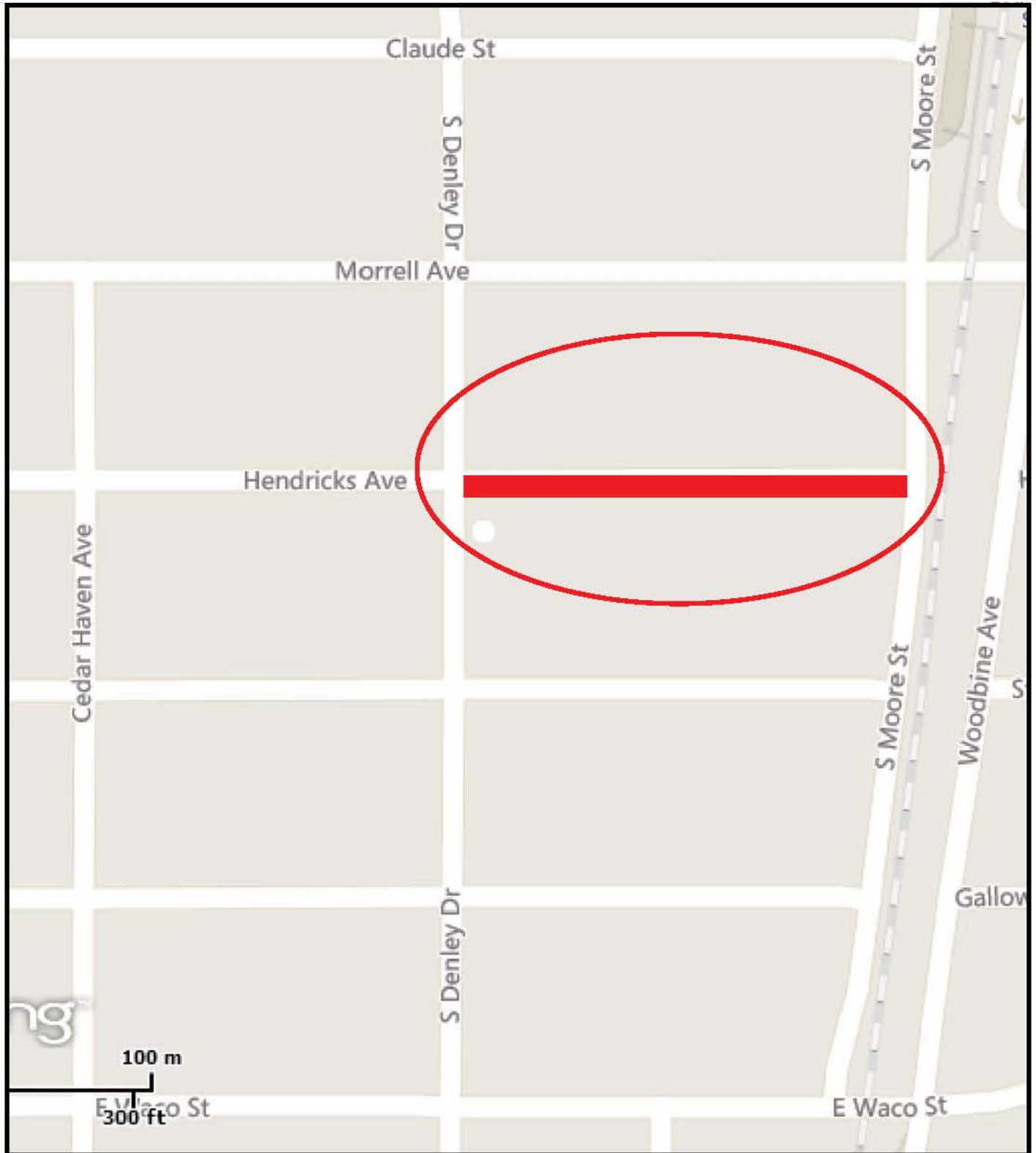
<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Meek Street	from Carbondale Street to Brownsville Avenue	7
Hendricks Avenue	from South Denley Drive to South Moore Street	4

STREET GROUP 12-465
MEEK STREET FROM
CARBONDALE STREET TO BROWNSVILLE AVENUE



COUNCIL DISTRICT 7

STREET GROUP 12-465
HENDRICKS AVENUE FROM
SOUTH DENLEY DRIVE TO SOUTH MOORE STREET



COUNCIL DISTRICT 4

January 9, 2019

WHEREAS, the City of Dallas deems it necessary to permanently improve the hereinafter named streets within the City of Dallas.

Now, Therefore,

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

SECTION 1. That the following streets

Street Group 12-465

- 1. Meek Street from Carbondale Street to Brownsville Avenue**
- 2. Hendricks Avenue from South Denley Drive to South Moore Street**

shall be improved in the following manner, to wit:

- (1) That said streets shall be profiled so as to bring same to design grade.
- (2) That said streets shall be paved from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick cement stabilized subgrade; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4-feet and 5-feet wide so that the roadway shall be 26-feet in width; and

That any permanent improvements in place, meeting these specifications, or which can be utilized, shall be left in place, if any, and corresponding credits to the property owners shall be allowed on the assessments.

That bids shall be taken for the construction of the work for the type of construction enumerated above, and the work shall be done with the materials and according to plans and methods selected by the City Council after the bids are opened.

That the cost of said improvements shall be paid for as follows, to wit:

- (a) That the City of Dallas shall pay only an amount equal to the cost of water main, and also all the cost of improving intersections of said streets with other street, and partial adjusted frontages on side property, except so much thereof as shall be borne by streets.
- (b) That after deducting the proportion of the cost provided for in said Subsection (a) above, the whole remaining cost, including the cost of concrete curbs or curbs and gutters, driveways, sidewalks shall be paid by the owners of property abutting on said street named to be paved, in the following manner, to wit:

SECTION 1. (continued)

That the cost shall be assessed against said owners and their property respectively, in accordance with what is known as the "Front-Foot Plan", in proportion as the frontage of the property of each owner is to the whole frontage improved and shall be payable in monthly installments not to exceed one hundred twenty (120) in number, the first of which shall be payable within thirty (30) days from the date of the completion of said improvements and their acceptance by the City of Dallas, and one installment each month thereafter until paid, together with interest thereon at the current rate established and adopted by the City Council applicable to Public Improvement Assessment Accounts being paid by installments and not to exceed the statutory rate, with the provision that any of said installments may be paid at any time before maturity by the payment of the principal and the accrued interest thereon. Any property owner against whom and whose property an assessment has been levied may pay the whole assessment chargeable to him without interest within thirty (30) days after the acceptance and completion of said improvements.

Provided that, if the application of the above-mentioned rule of apportionment between property owners would, in the opinion of the City Council, in particular cases be unjust or unequal, it shall be the duty of the said Council to assess and apportion said cost in such manner as it may deem just and equitable, having in view the special benefits in enhanced value to be received by each owner of such property, the equities of owners, and the adjustment of such apportionment, so as to produce a substantial equality of benefits received by and burdens imposed upon such owners.

That no such assessment shall be made against any owner of abutting property, if any, until after the notice and hearing provided by law, and no assessment shall be made against an owner of abutting property in excess of the benefits to such property in enhanced value thereof by means of such improvements.

That the contractor shall be paid for the work performed under the specifications, upon monthly estimates to be prepared by the Director of the Department of Public Works. That there shall be deducted as a retainage fee, five (5%) percent of such monthly estimates, to be held by the City of Dallas until the contract is performed and executed to the satisfaction of the Director of the Department of Public Works. The monthly estimates shall be paid on or before the 10th day of the next succeeding month for the work performed during the previous month.

SECTION 1. (continued)

For that part of the cost of the improvements that shall be determined to be levied against the owners of abutting property and their property shall be levied by assessment as herein provided, and said improvements may further be secured by Mechanic's Liens to be executed in favor of the City of Dallas, provided by law in accordance with the terms and provisions of this resolution. Paving certificates evidencing the assessment shall be issued in favor of the City of Dallas for the amount of the assessment, whether the property owners have executed Mechanic's Liens to secure the payment or not, and shall be payable for the use and benefit of the Revolving Fund established for the purpose of financing paving improvements.

That the Director of the Department of Public Works is hereby directed to prepare at once the specifications and an estimate of the cost of such improvements and file the same with the City Council for the hereinabove described pavement and improvements. That in the specifications prepared, provision shall be made to require all contractors to give such bonds as may be necessary or as required by law.

That such specifications shall require the bidder to make a bid upon the type of improvements above described, with such bonds as may be required.

That the specifications shall also state the amounts of the required bonds, as well as the method by which it is proposed to pay the cost of said improvements, said method being in accordance with this resolution.

SECTION 2. That the City Council, in initiating this proceeding, is acting under the terms and provisions of the Act passed at the First Called Session of the Fortieth Legislature of the State of Texas, and known as Chapter 106 of the Acts of said Session, together with any amendments thereto, now shown as Texas Transportation Code Annotated Sections 311 and 313 (Vernon's 1996), which said law, as an alternative method for the construction of street improvements in the City of Dallas, Texas, has been adopted and made a part of the Charter of said City, being Chapter XX of said Charter.

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.

NOTICE OF ASSESSMENT PROCEEDINGS AND LIEN UPON ABUTTING PROPERTY

NOTICE is hereby given that the Governing Body of the City of Dallas, in the County of Dallas, in the State of Texas, by Resolution No. _____ dated _____ has ordered and directed that the following street in said City be improved, to wit:

Street Group 12-465

Meek Street from Carbondale Street to Brownsville Avenue

Southeast Side of Street

<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
R.F. Smith Survey Abstract No. 1376	7637	10, 160x212
R.F. Smith Survey Abstract No. 1376	7637	TR 11, 137X106, 153 FR Carbondale, AKA TR 8
R.F. Smith Survey Abstract No. 1376	7637	7, 137X106, Inside on alley 137 FR Hull St

Northwest Side of Street

<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Honey Springs	B/7636	20 & 21, Less Row Acs 0.3183
Honey Springs	B/7636	Rear PT LT 42, Acs 0.0688, Meek 123 FR Carbondale
Honey Springs	B/7636	PT LT 42, Acs 0.1395

Hendricks Avenue from South Denley Drive to South Moore Street

South Side of Street

<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Edgemont, Second Installment	17/3577	1
Edgemont, Second Installment	17/3577	2
Edgemont, Second Installment	17/3577	3
Edgemont, Second Installment	17/3577	4
Edgemont, Second Installment	17/3577	5
Edgemont, Second Installment	17/3577	6
Edgemont, Second Installment	17/3577	7
Edgemont, Second Installment	17/3577	8
Edgemont, Second Installment	17/3577	9
Edgemont, Second Installment	17/3577	10
Edgemont, Second Installment	17/3577	11
Edgemont, Second Installment	17/3577	12
Edgemont, Second Installment	17/3577	13

North Side of Street

<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Edgemont, Second Installment	16/3576	19
Edgemont, Second Installment	16/3576	20
Edgemont, Second Installment	16/3576	21
Edgemont, Second Installment	16/3576	22
Edgemont, Second Installment	16/3576	23
Edgemont, Second Installment	16/3576	24
Edgemont, Second Installment	16/3576	25
Edgemont, Second Installment	16/3576	26
Edgemont, Second Installment	16/3576	27
Edgemont, Second Installment	16/3576	28
Edgemont, Second Installment	16/3576	29
Edgemont, Second Installment	16/3576	30
Edgemont, Second Installment	16/3576	31, Less Row, Acs 0.1643

In case of conflict between numbers and street names and limits, street names will govern. A portion of the cost of such improvements is to be specially assessed as a lien upon property abutting thereon.

City of Dallas, Texas

By _____
City Secretary

(File in Deed of Trust Records)

January 9, 2019

WHEREAS, the City Council of the City of Dallas is of the opinion that it is necessary to levy an assessment against the property and the owners thereof abutting upon the following:

Street Group 12-465

- 1. Meek Street from Carbondale Street to Brownsville Avenue**
- 2. Hendricks Avenue from South Denley Drive to South Moore Street**

for a part of the cost of improving said streets, fixing a time for the hearing of the owners of said property concerning the same, and directing the City to give notice of said hearing, as required by law; and

WHEREAS, the City Council has heretofore, by resolution, ordered the improvement of the streets enumerated above, by paving said streets from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick cement stabilized subgrade; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4-feet and 5-feet wide so that the roadway shall be 26-feet in width; and

Any existing permanent improvements in place, meeting these specifications, or which can be utilized, shall be left in place, if any, and corresponding credits to the property owners shall be allowed on the assessments; and

WHEREAS, the Director of the Department of Public Works of the City of Dallas has, in accordance with the law, filed his report with the City Council, and the property owners, in the cost thereof, together with the names of the owners and the description of said property, and the work to be done adjacent thereto, and the amounts proposed to be assessed against each lot or parcel and its owners and all other matters required by the applicable law.

Now, Therefore,

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

SECTION 1. That the report or statement filed by the Director of the Department of Public Works having been duly examined, is hereby approved.

SECTION 2. That it is hereby found and determined that the cost of improvements on the hereinafter described streets, with the amount or amounts per front foot proposed to be assessed for such improvements against abutting property and the owners thereof, are as follows, to wit:

SECTION 2. (continued)

Street Group 12-465

- 1. Meek Street from Carbondale Street to Brownsville Avenue**
- 2. Hendricks Avenue from South Denley Drive to South Moore Street**

shall be improved from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick cement stabilized subgrade; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4-feet and 5-feet wide so that the roadway shall be 26-feet in width; and

The estimated cost of the improvements is **\$1,133,670.00 (est.)**

- a. The estimated rate per square yard to be assessed against abutting property and the owners thereof for concrete drive approaches is **\$68.48/S.Y.**
- b. The estimated rate per front foot to be assessed against abutting property and the owners thereof for pavement improvements is as follows:

Where Property Classification is WSR-I (Residential)

The front rate for 6-inch thick reinforced concrete pavement 13.5-feet wide with curb: **\$121.69/L.F.**

The side rate for 6-inch thick reinforced concrete pavement 2.5-feet wide with curb: **\$24.98/L.F.**

The front rate for 4-inch thick reinforced concrete sidewalk is: **\$11.66/L.F.**

The side rate for 4-inch thick reinforced concrete sidewalk is: **\$5.83/L.F.**

All assessments, however, are to be made and levied by the City Council as it may deem just and equitable, having in view the special benefits in enhanced value to be received by such parcels of property and owners thereof, the equities of such owners, and the adjustment of the apportionment of the cost of improvements so as to produce a substantial equality of benefits received and burdens imposed.

January 9, 2019

SECTION 3. That a hearing shall be given to said owners of abutting property, or their agents or attorneys and all persons interested in said matter, as to the amount to be assessed against each owner and his abutting property and railways and street railways and as to the benefits to said property by reason of said improvement, or any other matter of thing in connection therewith, which hearing shall be held in the Council Chamber of the City Hall of the City of Dallas, County of Dallas, on the **27th** day of **February**, A.D. **2019**, at **1:00** O'clock P.M., at which time all the said owners, their agents or attorneys or other interested persons are notified to appear and be heard, and at said hearing said owners and other persons may appear, by counsel or in person, and may offer evidence, and said hearing shall be adjourned from day to day until fully accomplished.

That the City shall give notice of the time and place of such hearing and of other matters and facts in accordance with the terms of provisions of the Act passed at the First called session of the Fortieth Legislature of the State of Texas, and known as:

Chapter 106 of the Acts of said session, together with any amendments thereto, now shown as Texas Transportation Code Annotated Section 311 and 313 (Vernon's 1996), which said law, as an alternative method for the construction of street improvements in the City of Dallas, Texas, has been adopted and made a part of the charter of said City, being Chapter XX of said Charter. Said notice shall be by advertisement inserted at least three times in a newspaper published in the City of Dallas, Texas, the first publication to be made at least twenty-one (21) days before the date of said hearing. Said notice shall comply with and be in accordance with the terms and provisions of said Act.

That the City shall give additional written notice of said hearing by mailing to said owners a copy of said notice deposited in the Post Office at Dallas, Texas, at least fourteen (14) days prior to the date of said hearing, provided however, that any failure of the property owners to receive said notice, shall not invalidate these proceedings.

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.

Engineer's Report

January 9, 2019

TO THE CITY COUNCIL OF THE CITY OF DALLAS, TEXAS

As requested by your Honorable Body, the undersigned has prepared plans and specifications for the improvements of **Street Group 12-465**. That said streets shall be paved from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick cement stabilized subgrade; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4-feet and 5-feet wide so that the roadway shall be 26-feet in width; and with estimates of the cost of improving the street as listed thereon, together with the proposed assessments, a part of the cost to be made against the abutting properties and the property owners, and part of the cost to be paid by the City. The report of these improvements is as follows:

Street Group 12-465

1. Meek Street from Carbondale Street to Brownsville Avenue

Total Property Owners' Cost – Assessments	\$ 44,721.18
---	--------------

Total Estimated City of Dallas' Cost - Paving	\$376,895.82
---	--------------

Total Estimated City of Dallas' Cost - Drainage	\$ 13,683.00
---	--------------

Total Estimated Water Utilities Department Cost Water Main Improvements	\$223,449.00
--	--------------

Total Estimated City of Dallas' Cost	\$614,027.82
--------------------------------------	--------------

Total Estimated Cost of Improvements	\$658,749.00
--------------------------------------	--------------

2. Hendricks Avenue from South Denley Drive to South Moore Street

Total Property Owners' Cost – Assessments	\$161,606.58
---	--------------

Total Estimated City of Dallas' Cost - Paving	\$254,485.42
---	--------------

Total Estimated City of Dallas' Cost - Drainage	\$ 52,258.00
---	--------------

Total Estimated Water Utilities Department Cost Water Main Improvements	\$ 6,571.00
--	-------------

Total Estimated City of Dallas' Cost	\$313,314.42
--------------------------------------	--------------

Total Estimated Cost of Improvements	\$474,921.00
--------------------------------------	--------------

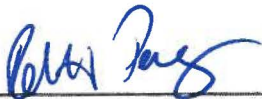
Street Group 12-465

- 1. Meek Street from Carbondale Street to Brownsville Avenue**
- 2. Hendricks Avenue from South Denley Drive to South Moore Street**

Grand Total Property Owners' Cost – Assessments	\$206,327.76
Estimated Grand Total City of Dallas' Cost - Paving	\$631,381.24
Estimated Grand Total City of Dallas' Cost - Drainage	\$65,941.00
Estimated Grand Total Water Utilities Department Cost Water Main Improvements	\$230,020.00
Estimated Grand Total City of Dallas' Cost	\$927,342.24
Estimated Grand Total Cost of Improvements	\$1,133,670.00

The Director of the Department of Public Works reports that representatives of this Department have studied the actual existing conditions on this street, and found that the existing roadway have a narrow asphalt surface with shallow earth ditches; which have accessibility and drainage issues. Taking this into consideration, plans and specifications have been prepared for these improvements. We believe that this paving will improve the properties abutting on said street, and the proposed assessment is equitable for the enhancement value achieved on the abutting properties. Final determination of assessments will be made based on analysis of enhancement.

Respectfully submitted,



Director, Department of Public Works

STREET GROUP 12-465**1. MEEK STREET FROM CARBONDALE STREET TO BROWNSVILLE AVENUE**

SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH
 REINFORCED CONCRETE PAVEMENT; WITH 6-INCH THICK CEMENT STABILIZED SUBGRADE;
 WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICK REINFORCED CONCRETE DRIVE
 APPROACHES; WITH 4-INCH THICK REINFORCED CONCRETE SIDEWALKS 4 FEET WIDE;
 SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
-------	--------	-------	----------	------	--------	---------------------

SOUTHEAST SIDE OF STREET***R.F. SMITH SURVEY ABSTRACT NO. 1376***

DEFLOYD	10, 160x212	7637	132	FT PVMT	\$22.45	\$2,963.40	
CO A J WILLIAMS	Fellows and		132	FT WALK	No Cost	\$0.00	
3334 RIDGEMOOR CIR	Carbondale						\$2,963.40
DALLAS, TEXAS 75241	4509						
	Fellows Ln						

JOHNNY CROWDER	TR 11, 137x106	7637	137	FT PVMT	\$121.69	\$16,671.53	
4039 OAK ARBOR DR	153 FR		137	FT WALK	\$11.66	\$1,597.42	
DALLAS, TEXAS 75233	Carbondale;						\$18,268.95
	AKA TR 8						
	4524						
	Meek St						

DALLAS NEIGHBORHOOD	7, 137X106	7637	60	FT PVMT	\$121.69	\$7,301.40	
ALLIANCE FOR HABITAT	Inside on Alley		60	FT WALK	\$11.66	\$699.60	
2800 N HAMPTON RD	137FR Hull St						\$8,001.00
DALLAS, TEXAS 75212	4528						
	Meek St						

NORTHWEST SIDE OF STREET***HONEY SPRINGS***

WILLIE ROBERSON	20 & 21	B/7636	140	FT PVMT	\$24.98	\$3,497.20	
3220 BONNIEW VIEW RD	Less Row		140	FT WALK	\$5.83	\$816.20	
DALLAS, TEXAS 75216	Acs 0.3183						\$4,313.40
	7835						
	Brownsville Ave						

STREET GROUP 12-465**1. MEEK STREET FROM CARBONDALE STREET TO BROWNSVILLE AVENUE**

SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH
REINFORCED CONCRETE PAVEMENT; WITH 6-INCH THICK CEMENT STABILIZED SUBGRADE;
WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICK REINFORCED CONCRETE DRIVE
APPROACHES; WITH 4-INCH THICK REINFORCED CONCRETE SIDEWALKS 4 FEET WIDE;
SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
HONEY SPRINGS							
NORBERTO ORNELAS	Rear Pt Lt 42	B/7636	60	FT PVMT	\$121.69	\$7,301.40	
2415 W NORTHWEST HWY	Acs 0.0688		60	FT WALK	\$11.66	\$699.60	
STE 105	Meek 123FR						\$8,001.00
DALLAS, TEXAS 75220	Carbondale						
	4511						
	Meek St						
TAYLOR OLIVER	Pt Lt 42	B/7636	103	FT PVMT	\$24.98	\$2,572.94	
7828 CARBONDALE ST	Acs 0.1395		103	FT WALK	\$5.83	\$600.49	
DALLAS, TEXAS 75216	7840						\$3,173.43
	Carbondale St						

STREET GROUP 12-465

1. MEEK STREET FROM CARBONDALE STREET TO BROWNSVILLE AVENUE

TOTAL PROPERTY OWNERS' COST ASSESSMENTS	\$44,721.18
---	-------------

ESTIMATED TOTAL CITY OF DALLAS' COST - PAVING	\$376,895.82
---	--------------

ESTIMATED TOTAL CITY OF DALLAS' COST - DRAINAGE	\$13,683.00
---	-------------

ESTIMATED TOTAL DALLAS WATER UTILITIES COST WATER AND WASTEWATER MAIN CONSTRUCTION	\$223,449.00
---	--------------

ESTIMATED TOTAL CITY OF DALLAS' COST	\$614,027.82
--------------------------------------	--------------

ESTIMATED TOTAL COST OF IMPROVEMENTS	\$658,749.00
--------------------------------------	--------------

STREET GROUP 12-465

2. HENDRICKS AVENUE FROM SOUTH DENLEY DRIVE TO SOUTH MOORE STREET

SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH THICK CEMENT STABILIZED SUBGRADE; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICK REINFORCED CONCRETE DRIVE APPROACHES; WITH 4-INCH THICK REINFORCED CONCRETE SIDEWALKS 5 FEET WIDE; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
SOUTH SIDE OF STREET							
<i>EDGEMONT, SECOND INSTALLMENT</i>							
INVESTALL INC	1	17/3577	50	FT PVMT	\$121.69	\$6,084.50	
728 WILFORD WAY	1302		35	FT WALK	No Cost	\$0.00	
HEATH, TEXAS 75032	Hendricks		15	FT DRIVE	No Cost	\$0.00	\$6,084.50
MCCRAY EVA MAE EST OF	2	17/3577	50	FT PVMT	\$121.69	\$6,084.50	
1306 HENDRICKS AVE			40	FT WALK	No Cost	\$0.00	
DALLAS, TEXAS 75216			4.6	SY DR (10' Wide)	\$68.48	\$315.01	\$6,399.51
4138 INVESTMENTS LLC	3	17/3577	50	FT PVMT	\$121.69	\$6,084.50	
608 BRAVE FACE ST	1310		40	FT WALK	No Cost	\$0.00	
LEANDER, TEXAS 78641	Hendricks		4.6	SY DR (10' Wide)	\$68.48	\$315.01	\$6,399.51
MAYE NOBLE ESTATE OF	4	17/3577	50	FT PVMT	\$121.69	\$6,084.50	
1314 HENDRICKS AVE			50	FT WALK	No Cost	\$0.00	
DALLAS, TEXAS 75216							\$6,084.50
ROBERT & TONI THORNTON	5	17/3577	50	FT PVMT	\$121.69	\$6,084.50	
PO BOX 53683	1318		50	FT WALK	No Cost	\$0.00	
HOUSTON, TEXAS 77052	Hendricks						\$6,084.50
DONALDSON CROSBY MAE M	6	17/3577	50	FT PVMT	\$121.69	\$6,084.50	
1322 HENDRICKS AVE			36	FT WALK	No Cost	\$0.00	
DALLAS, TEXAS 75216			14	FT DRIVE	No Cost	\$0.00	\$6,084.50

2. HENDRICKS AVENUE FROM SOUTH DENLEY DRIVE TO SOUTH MOORE STREET SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH THICK CEMENT STABILIZED SUBGRADE; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICK REINFORCED CONCRETE DRIVE APPROACHES; WITH 4-INCH THICK REINFORCED CONCRETE SIDEWALKS 5 FEET WIDE; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
EDGE MONT, SECOND INSTALLMENT							
LINDA D SANDERS 1326 HENDRICKS AVE DALLAS, TEXAS 75216	7	17/3577	50	FT PVMT	\$121.69	\$6,084.50	\$6,399.51
			40	FT WALK	No Cost	\$0.00	
			4.6	SY DR (10' Wide)	\$68.48	\$315.01	
\$6,399.51							
WANDA ROSS 1330 HENDRICKS AVE DALLAS, TEXAS 75216	8	17/3577	50	FT PVMT	\$121.69	\$6,084.50	\$6,399.51
			40	FT WALK	No Cost	\$0.00	
			4.6	SY DR (10' Wide)	\$68.48	\$315.01	
\$6,399.51							
CAROLYN V JOHNSON 2018 WARDER WAY GRAND PRAIRIE, TEXAS 75051	9 1334 Hendricks	17/3577	50	FT PVMT	\$121.69	\$6,084.50	\$6,399.51
			40	FT WALK	No Cost	\$0.00	
			4.6	SY DR (10' Wide)	\$68.48	\$315.01	
\$6,399.51							
ALEXANDER PIERCE 1338 HENDRICKS AVE DALLAS, TEXAS 75216	10	17/3577	50	FT PVMT	\$121.69	\$6,084.50	\$6,433.75
			38	FT WALK	No Cost	\$0.00	
			5.1	SY DR (12' Wide)	\$68.48	\$349.25	
\$6,433.75							
WS DEVELOPMENT CORP JEFFREY WONG 1939 LAKE CHARLES DR VERNON HILLS, ILLINOIS 60061	11 1342 Hendricks	17/3577	50	FT PVMT	\$121.69	\$6,084.50	\$6,084.50
			50	FT WALK	No Cost	\$0.00	
\$6,084.50							
MARIA B LEDSEMA 238 W MISSOURI AVE DALLAS, TEXAS 75224	12 1346 Hendricks	17/3577	50	FT PVMT	\$121.69	\$6,084.50	\$6,433.75
			38	FT WALK	No Cost	\$0.00	
			5.1	SY DR (12' Wide)	\$68.48	\$349.25	
\$6,433.75							

2. HENDRICKS AVENUE FROM SOUTH DENLEY DRIVE TO SOUTH MOORE STREET SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH THICK CEMENT STABILIZED SUBGRADE; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICK REINFORCED CONCRETE DRIVE APPROACHES; WITH 4-INCH THICK REINFORCED CONCRETE SIDEWALKS 5 FEET WIDE; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
EDGE MONT, SECOND INSTALLMENT							
TRANESHA S HEADS 1352 HENDRICKS AVE DALLAS, TEXAS 75216	13	17/3577	50 FT PVMT 39 FT WALK 11 FT DRIVE		\$121.69 No Cost No Cost	\$6,084.50 \$0.00 \$0.00	\$6,084.50
ROYAL DREAM ALLIANCE INC 1611 CRENSHAW BLVD #196 TORRANCE, CA 90501	14 1354 Hendricks	17/3577		NO ASSESSMENT, PAVEMENT IN PLACE			
DALLAS AREA RAPID TRANSIT PO BOX 660163 DALLAS, TEXAS 75266	15 Less Row Acs 0.0198 1358 Hendricks	17/3577		NO ASSESSMENT, PAVEMENT IN PLACE			
NORTH SIDE OF STREET							
ZELLIA HEMPHILL PO BOX 398159 DALLAS, TEXAS 75339	18 1355 Hendricks	16/3576		NO ASSESSMENT, PAVEMENT IN PLACE			
MAMIE R WILLIAMS 3815 TREELINE DR DALLAS, TEXAS 75224	19 1351 Hendricks	16/3576	50 FT PVMT 39 FT WALK 11 FT DRIVE		\$121.69 No Cost No Cost	\$6,084.50 \$0.00 \$0.00	\$6,084.50
BILLY R WHITE 1347 HENDRICKS AVE DALLAS, TEXAS 75216	20	16/3576	50 FT PVMT 40 FT WALK 10 FT DRIVE		\$121.69 No Cost No Cost	\$6,084.50 \$0.00 \$0.00	\$6,084.50

2. HENDRICKS AVENUE FROM SOUTH DENLEY DRIVE TO SOUTH MOORE STREET SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH THICK CEMENT STABILIZED SUBGRADE; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICK REINFORCED CONCRETE DRIVE APPROACHES; WITH 4-INCH THICK REINFORCED CONCRETE SIDEWALKS 5 FEET WIDE; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
EDGEMONT, SECOND INSTALLMENT							
QUNIKWIA SAUELS 1343 HENDRICKS AVE DALLAS, TEXAS 75216	21	16/3576	50	FT PVMT	\$121.69	\$6,084.50	\$6,084.50
			37	FT WALK	No Cost	\$0.00	
			13	FT DRIVE	No Cost	\$0.00	
KNOWVEST INC 9609 VISTA VIEW DR AUSTIN, TEXAS 78750	22 1339 Hendricks	16/3576	50	FT PVMT	\$121.69	\$6,084.50	
			50	FT WALK	No Cost	\$0.00	
MURPHY OLLIE M EST OF 1335 HENDRICKS AVE DALLAS, TEXAS 75216	23	16/3576	50	FT PVMT	\$121.69	\$6,084.50	\$6,399.51
			40	FT WALK	No Cost	\$0.00	
			4.6	S.Y DR (10' wide)	\$68.48	\$315.01	
TURHON J STEWART 1331 HENDRICKS AVE DALLAS, TEXAS 75216	24	16/3576	50	FT PVMT	\$121.69	\$6,084.50	
			39	FT WALK	No Cost	\$0.00	
			11	FT DRIVE	No Cost	\$0.00	
RUBEN & VERONICA ORTIZ 1327 HENDRICKS AVE DALLAS, TEXAS 75216	25	16/3576	50	FT PVMT	\$121.69	\$6,084.50	\$6,084.50
			32	FT WALK	No Cost	\$0.00	
			18	FT DRIVE	No Cost	\$0.00	
WILLIE L MCCALLISTER 1323 HENDRICKS AVE DALLAS, TEXAS 75216	26	16/3576	50	FT PVMT	\$121.69	\$6,084.50	
			40	FT WALK	No Cost	\$0.00	
			10	FT DRIVE	No Cost	\$0.00	
KENNETH WASHINGTON 1604 CATTAIL CREEK DR DESOTO, TEXAS 75115	27 1319 Hendricks	16/3576	50	FT PVMT	\$121.69	\$6,084.50	\$6,084.50
			26	FT WALK	No Cost	\$0.00	
			12	FT DRIVE	No Cost	\$0.00	
			12	FT DRIVE	No Cost	\$0.00	

2. HENDRICKS AVENUE FROM SOUTH DENLEY DRIVE TO SOUTH MOORE STREET SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH THICK CEMENT STABILIZED SUBGRADE; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICK REINFORCED CONCRETE DRIVE APPROACHES; WITH 4-INCH THICK REINFORCED CONCRETE SIDEWALKS 5 FEET WIDE; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
EDGEMONT, SECOND INSTALLMENT							
ENRIQUE ORTIZ	28	16/3576	50	FT PVMT	\$121.69	\$6,084.50	
1322 GRANT ST	1315		40	FT WALK	No Cost	\$0.00	
DALLAS, TEXAS 75203	Hendricks		6.2	SY DR (16' wide)	\$68.48	\$424.58	\$6,509.08
EDGAR CERDA	29	16/3576	50	FT PVMT	\$121.69	\$6,084.50	
3062 ST NICHOLAS DR	1311		50	FT WALK	No Cost	\$0.00	
DALLAS, TEXAS 75233	Hendricks						\$6,084.50
LUIS OMAR REYES	30	16/3576	50	FT PVMT	\$121.69	\$6,084.50	
906 SUNNINGDALE CIR	1307		40	FT WALK	No Cost	\$0.00	
GARLAND, TEXAS 75044	Hendricks		10	FT DRIVE	No Cost	\$0.00	\$6,084.50
TERESA ZUNIGA	31	16/3576	50	FT PVMT	\$121.69	\$6,084.50	
1303 HENDRICKS AVE	Less Row		34	FT WALK	\$11.66	\$396.44	
DALLAS, TEXAS 75216	Acs 0.1643		16	FT DRIVE	No Cost	\$0.00	\$6,480.94

STREET GROUP 12-465

2. HENDRICKS AVENUE FROM SOUTH DENLEY DRIVE TO SOUTH MOORE STREET

TOTAL PROPERTY OWNERS' COST ASSESSMENTS	\$161,606.58
ESTIMATED TOTAL CITY OF DALLAS' COST - PAVING	\$254,485.42
ESTIMATED TOTAL CITY OF DALLAS' COST - DRAINAGE	\$52,258.00
ESTIMATED TOTAL DALLAS WATER UTILITIES COST WATER AND WASTEWATER MAIN CONSTRUCTION	\$6,571.00
ESTIMATED TOTAL CITY OF DALLAS' COST	\$313,314.42
ESTIMATED TOTAL COST OF IMPROVEMENTS	\$474,921.00



Agenda Information Sheet

File #: 18-1326

Item #: 13.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 1

DEPARTMENT: Department of Public Works

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize an amendment to the Funding Agreement with the North Central Texas Council of Governments and the Texas Department of Transportation (Agreement No. CSJ 0918-47-027) to extend the project schedule timeline through October 31, 2019, revise the project closeout requirements, scope of work, project location map, and the project budget for the Collective Sustainable Development Infrastructure Project - Financing: This action has no cost consideration to the City (see Fiscal Information)

BACKGROUND

This action will authorize an amendment to the Funding Agreement with the North Central Texas Council of Governments (NCTCOG) and the Texas Department of Transportation (TxDOT) to revise the project scope to include: bike lanes on Fort Worth Avenue from Bahama Drive to IH 30, on Colorado Boulevard from Fort Worth Avenue to Hampton Road, and on Bahama Drive from Fort Worth Avenue to Plymouth Road; intersection improvements at Fort Worth Avenue and Bahama Drive; sidewalk improvements and a connection to Coombs Creek Trail. The new project scope will delete bus connections, bus shelters, traffic signal upgrades, and street reconstruction on Walter Drive, Fort Worth Avenue, and Colorado Boulevard. Amendments to the Funding Agreement will also revise the project closeout requirements, extend the scheduled deadline for significant progress from December 31, 2015 to October 31, 2019, and revise the project budget to allow TxDOT reimbursement for project design costs.

The Collective Sustainable Development Infrastructure Project is a partnership project between the City of Dallas, TxDOT, and NCTCOG, that was selected by the NCTCOG's third Sustainable Development Program Call for Projects. The Collective Sustainable Development Infrastructure Project is being implemented in two phases to accommodate planned mixed-use development in the area by Lincoln Property Company. Phase 1, entailing sidewalks and pedestrian lighting improvements along Fort Worth Avenue between Colorado Boulevard and Bahama Drive, was completed in August 2017. Phase 2 is currently under design.

ESTIMATED SCHEDULE OF PROJECT**Phase 1 of the Collective Sustainable Development Infrastructure Project (Completed)**

Began Design	March 2017
Completed Design	May 2017
Began Construction	June 2017
Completed Construction	August 2017

Phase 2 of the Collective Sustainable Development Infrastructure Project

Began Design	May 2018
Complete Design	April 2019
Begin Construction	August 2019
Complete Construction	February 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Transportation and Environment Committee was briefed on the Regional Transportation Council Sustainable Development Program Call for Projects for 2009-2010 on April 13, 2009.

The Transportation and Environment Committee was briefed on and endorsed the recommended project list on September 15, 2009.

The Transportation and Environment Committee was briefed by memorandum regarding the resolution of support for the selected projects on August 10, 2010.

On August 25, 2010, City Council authorized support for projects selected within the City of Dallas for the Regional Transportation Council Sustainable Development Program and authorized the City Manager to negotiate agreements with the North Central Texas Council of Governments and private sector partners, where applicable by Resolution No. 10-2152.

The Economic Development Committee was briefed by memorandum to consider agreements with the North Central Texas Council of Governments and the State of Texas for the Collective Sustainable Development Infrastructure Project on September 17, 2012.

On September 26, 2012, City Council authorized an agreement with NCTCOG and the State of Texas to obtain funding to reimburse local match 20% cost for the construction of the Collective Sustainable Development Infrastructure Project in the amount of \$1,986,250.00 from the NCTCOG by Resolution No. 12-2360.

On December 12, 2016, the Fort Worth Avenue TIF Board of Directors approved District-wide TIF funding request of up to \$496,562.00 as the required local matching funds for the Collective Sustainable Development Infrastructure Project in the Fort Worth Avenue TIF District in partnership with North Central Texas Council of Governments Regional Transportation Council (RTC) for its Sustainable Development (SD) Program.

On September 27, 2017, City Council amended Resolution Nos. 12-2360 and 12-2361 to delete

reimbursements and rescind the execution of the development agreement with respect to The Park at Kessler, LP, as this developer is no longer associated with this project by Resolution Nos. 17-1546 and 17-1547.

On September 27, 2017, City Council amended Resolution No. 12-2360 that authorized the Fort Worth Avenue Tax Increment Financing (TIF) Board of Directors to dedicate up to \$496,563.00 in the Fort Worth Avenue TIF District Funds as the required local matching funds for the North Central Texas Council of Governments Sustainable Development Program for the Collective Sustainable Development Infrastructure Project, while increasing appropriations in an amount of \$496,563.00 in the Fort Worth Avenue TIF District Fund by Resolution Nos. 17-1546 and 17-1547.

On April 11, 2018, City Council authorized a professional services contract with Halff Associates, Inc. to provide design services for the Collective Sustainable Development Infrastructure Project by Resolution No. 18-0526.

FISCAL INFORMATION

This item has no cost consideration to the City.

Estimated Future Cost - Construction - Fort Worth Avenue TIF Fund - \$ 398,318.38

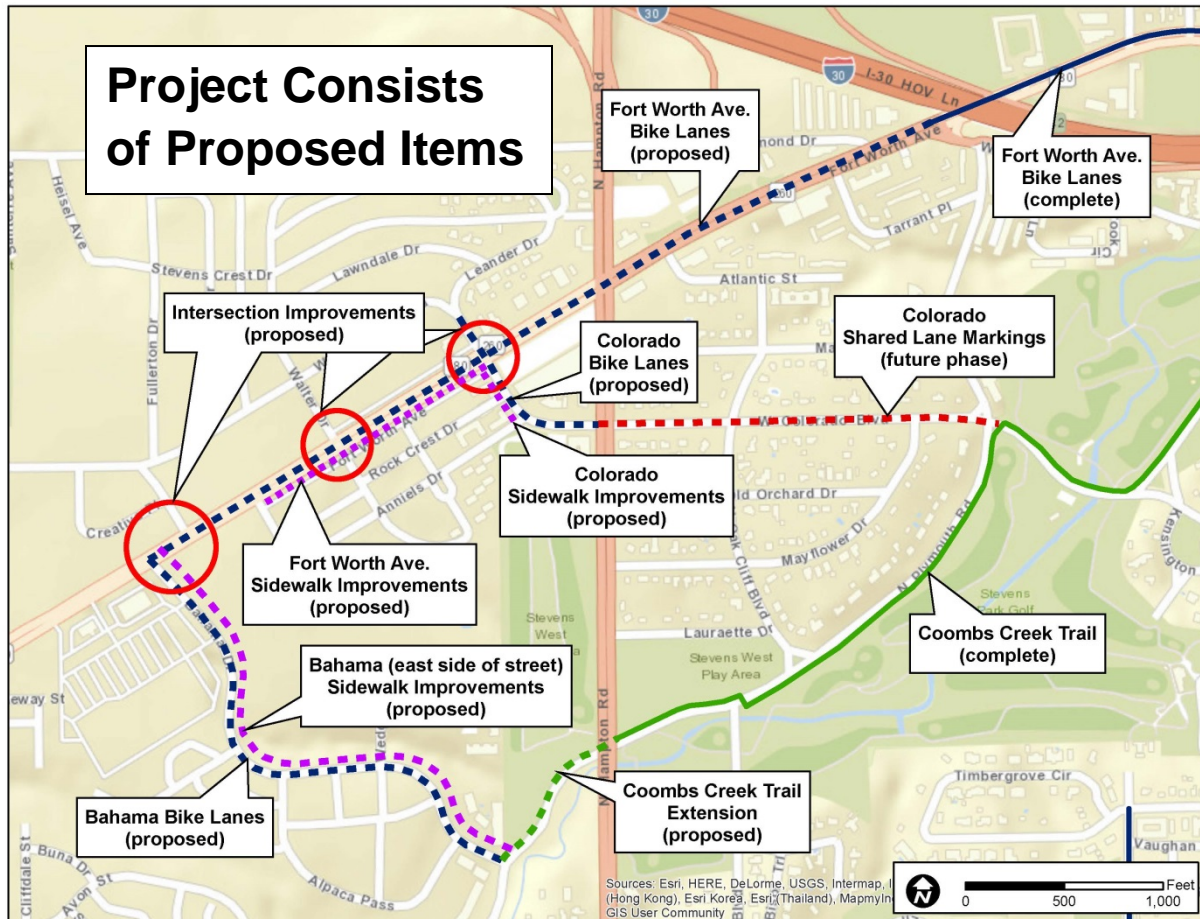
Estimated Future Cost - Construction - NCTCOG/TxDOT (RTR Fund) - \$1,593,273.54

Total Estimated Future Construction Cost - \$1,991,591.92

MAP

Attached

The Collective Sustainable Development Infrastructure Project



Council District 1

January 9, 2019

WHEREAS, on June 3, 2010, the Regional Transportation Council (RTC) approved \$13,779,712.00 in Regional Toll Revenue (RTR) or (RTC) local funds for nine infrastructure and three planning projects in the City of Dallas; and

WHEREAS, on August 25, 2010, City Council authorized support for projects selected within the City of Dallas for the Regional Transportation Council Sustainable Development Program and authorized the City Manager to negotiate agreements with the North Central Texas Council of Governments (NCTCOG) and private sector partners, where applicable by Resolution No. 10-2152; and

WHEREAS, on February 24, 2011, the Texas Transportation Commission concurred with RTC's selection of projects for the Collective Sustainable Development Infrastructure project and its funding of \$1,986,250.00; and

WHEREAS, the Sustainable Development Program requires a minimum local match of 20 percent of the total project cost of \$2,482,813, or \$496,563, which was provided by the Fort Worth Avenue TIF District Fund; and

WHEREAS, on September 17, 2012, the Economic Development Committee was briefed by memorandum to consider agreements with the North Central Texas Council of Governments and the State of Texas for the Collective Sustainable Development Infrastructure Project; and

WHEREAS, on September 26, 2012, City Council authorized an agreement with NCTCOG and TxDOT to obtain funding to reimburse local match 20% cost for the construction of the Collective Sustainable Development Infrastructure Project in the amount of \$1,986,250.00 from the NCTCOG by Resolution No. 12-2360; and

WHEREAS, on December 12, 2016, the Fort Worth Avenue TIF Board of Directors approved District-wide TIF funding request of up to \$496,562.00 as the required local matching funds for the Collective Sustainable Development Infrastructure Project in the Fort Worth Avenue TIF District in partnership with North Central Texas Council of Governments Regional Transportation Council for its Sustainable Development Program; and

WHEREAS, on September 27, 2017, City Council amended Resolution Nos. 12-2360 and 12-2361 to delete reimbursements and rescind the execution of the development agreement with respect to The Park at Kessler, LP, as this developer is no longer associated with this project by Resolution Nos. 17-1546 and 17-1547; and

January 9, 2019

WHEREAS, on September 27, 2017, City Council amended Resolution No. 12-2360 that authorized the Fort Worth Avenue Tax Increment Financing (TIF) Board of Directors to dedicate up to \$496,563.00 in the Fort Worth Avenue TIF District Funds as the required local matching funds for the North Central Texas Council of Governments Sustainable Development Program for the Collective Sustainable Development Infrastructure Project, while increasing appropriations in an amount of \$496,563.00 in the Fort Worth Avenue TIF District Fund by Resolution Nos. 17-1546 and 17-1547; and

WHEREAS, the Request for Qualifications and Proposal for professional engineering and consulting services for the Collective Sustainable Development Infrastructure Project and the Rosemont Safe Routes to School Project (BYZ1726) was advertised on October 5, 2017; and

WHEREAS, the Request for Qualifications and Proposal for the professional engineering and consulting services (BYZ1726) resulted in the selection of Halff Associates, Inc. for the design services for the Collective Sustainable Development Infrastructure Project and the Rosemont Safe Routes to School Project; and

WHEREAS, on April 11, 2018, City Council authorized a professional services contract with Halff Associates, Inc. to provide design services for the Collective Sustainable Development Infrastructure Project by Resolution No. 18-0526; and

WHEREAS, it is now necessary to authorize an amendment to the Funding Agreement with the North Central Texas Council of Governments and the Texas Department of Transportation (Agreement No. CSJ 0918-47-027) to extend the project schedule timeline through October 31, 2019, revise the project closeout requirements, scope of work, project location map and the project budget for the Collective Sustainable Development Infrastructure Project.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to amend the Funding Agreement with the North Central Texas Council of Governments and the Texas Department of Transportation (Agreement No. CSJ 0918-47-027), approved as to form by the City Attorney, to extend the project schedule timeline through October 31, 2019, revise the project closeout requirements, scope of work, project location map, and the project budget for the Collective Sustainable Development Infrastructure Project.

SECTION 2. That this contract is designated as Contract No. STS-2017-00003114.

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 Information Sheet

File #: 19-8

Item #: 14.

STRATEGIC PRIORITY: Quality of Life
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Department of Sanitation Services
EXECUTIVE: Joey Zapata

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 to the Agenda Information Sheet) - Estimated Annual Revenue: \$21,840.00

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 after 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.

There are currently 233 approved franchise ordinances in Dallas. As part of the franchise agreement, franchisees 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 include 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 and hauling franchise agreements.

FISCAL INFORMATION

Estimated Annual Revenue: \$21,840.00

Franchises for Solid Waste Collection and Hauling

<u>Franchise Haulers</u>	<u>Estimated Annual Franchise Revenue</u>
Denali Services & Transport LLC	\$ 240.00
Juan Carlos Carreno dba JC Waste Service	\$ 2,400.00
Lindamood Demolition, Inc.	\$ 4,800.00
Portillo and Sons Transportation, LLC	\$ 7,200.00
Ranger Waste Management, LLC	\$ 7,200.00
Total	\$ 21,840.00

November 15, 2018

ORDINANCE NO. _____

An ordinance granting a franchise to Denali Services & Transport, LLC, a Texas limited liability company, with its principal address at 3160 Commonwealth Drive, Suite 190, Dallas, Texas 75247, 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 Denali Services & Transport, 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:

Mark Gobert, Owner
Denali Services & Transport, LLC
3160 Commonwealth Drive, Suite 190
Dallas, Texas 75247

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:

CHRISTOPHER J. CASO, Interim City Attorney

BY _____
Assistant City Attorney

Passed _____

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

Denali Services & Transport, 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 January 9, 2019.

Dated: ____ day of _____, 2019.

FRANCHISEE:

DENALI SERVICES & TRANSPORT, LLC
a Texas limited liability company

By: _____
Mark Gobert
Owner/Manager

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2019 by Mark Gobert, Owner/Manager of Denali Services & Transport, LLC, a Texas limited liability company on behalf of said company.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

November 16, 2018

ORDINANCE NO. _____

An ordinance granting a franchise to Juan Carlos Carreno d/b/a JC Waste Service, a Texas sole proprietorship, with its principal address at 379 Crusader Drive, Dallas, Texas 75217, 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 Juan Carlos Carreno d/b/a JC Waste Service, a Texas 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:

Juan Carlos Carreno, Owner
JC Waste Service
379 Crusader Drive
Dallas, Texas 75217

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:

CHRISTOPHER J. CASO, Interim City Attorney

BY _____
Assistant City Attorney

Passed _____

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

Juan Carlos Carreno d/b/a JC Waste Service, a Texas 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 January 9, 2019.

Dated: ____ day of _____, 2019.

FRANCHISEE:

JUAN CARLOS CORRENO
dba JC WASTE SERVICE
a Texas sole proprietorship

By: _____
Juan Carlos Correno, Individually

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2019 by Juan Carlos Correno, individually for Juan Carlos Carreno d/b/a JC Waste Service, a Texas sole proprietorship, on behalf of said sole proprietorship.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

November 15, 2018

ORDINANCE NO. _____

An ordinance granting a franchise to Lindamood Demolition, Inc., a Texas corporation, with its principal address at 2020 S. Nursery Road, Irving, Texas 75060, 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 Lindamood Demolition, Inc., 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:

Kayla Lindamood, Chief Executive Officer/President
Lindamood Demolition, Inc.
2020 S. Nursery Road
Irving, Texas 75060

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:

CHRISTOPHER J. CASO, Interim City Attorney

BY _____
Assistant City Attorney

Passed _____

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

Lindamood Demolition, Inc., 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 January 9, 2019.

Dated: ____ day of _____, 2019.

FRANCHISEE:

LINDAMOOD DEMOLITION, INC.
a Texas corporation

By: _____
Kayla Lindamood
CEO/President

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2019 by Kayla Lindamood, CEO/President, of Lindamood Demolition, Inc., a Texas corporation, on behalf of said corporation.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

November 15, 2018

ORDINANCE NO. _____

An ordinance granting a franchise to Portillo and Sons Transportation, LLC, a Texas limited liability company, with its principal address at 10550 Goodnight Lane, Dallas, Texas 75220, 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 Portillo and Sons Transportation, 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:

Jesse Portillo, Managing Member
Portillo and Sons Transportation, LLC
10550 Goodnight Lane, Dallas, Texas 75220

Billing:
2240 Tarpley Road, Suite 271
Carrollton, Texas 75006

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:

CHRISTOPHER J. CASO, Interim City Attorney

BY _____
Assistant City Attorney

Passed _____

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

Portillo and Sons Transportation, 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 January 9, 2019.

Dated: ____ day of _____, 2019.

FRANCHISEE:

PORTILLO AND SONS TRANSPORTATION, LLC
a Texas limited liability company

By: _____
Jesse Portillo, Managing Partner

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2019 by Jesse Portillo, Managing Partner of Portillo and Sons Transportation, LLC, a Texas limited liability company, on behalf of said company.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

November 13, 2018

ORDINANCE NO. _____

An ordinance granting a franchise to Ranger Waste Management, LLC, a Texas limited liability company, with its principal address at 1212 S. Riverfront, Suite 150, Dallas, Texas 75207, 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 Ranger Waste Management, 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:

Derek Trammell, President
Ranger Waste Management, LLC
1212 S. Riverfront, Suite 150
Dallas, Texas 75207

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:

CHRISTOPHER J. CASO, Interim City Attorney

BY _____
Assistant City Attorney

Passed _____

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

Ranger Waste Management, 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 January 9, 2019.

Dated: ____ day of _____, 2019.

FRANCHISEE:

Ranger Waste Management, LLC
a Texas limited liability company

By: D. TRAMMELL SERVICES, LLC
a Texas limited liability company

By: _____
Derek Trammell, Manager

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2019 by Derek Trammell, Manager of D. Trammell Services, LLC for Ranger Waste Management, LLC, a Texas limited liability company, on behalf of said company.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control



Agenda Information Sheet

File #: 18-1234

Item #: 15.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 8
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize **(1)** settlement in lieu of proceeding further with condemnation in the condemnation suit styled City of Dallas v. LS Investments, et al., pending in County Court at Law No. 2, Cause No. CC-16-03529-B, for acquisition from LS Investments, et al., of a total of approximately 125,973 square feet of land located near the intersection of Fish and Beltline Roads for the Southwest 120/96-inch Water Transmission Pipeline Project; and **(2)** the deposit of the settlement amount reached through Court ordered mediation and negotiation of the condemnation suit for an amount - Not to exceed \$32,993.00, increased from \$107,319.00 (\$102,007.00 being the award, plus closing costs and title expenses not to exceed \$5,312.00) to \$140,312.00 (\$135,000.00 being the settlement amount, plus closing costs and title expenses not to exceed \$5,312.00) - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This item authorizes settlement for the acquisition of a total of approximately 125,973 square feet of land located near the intersection of Fish and Beltline Roads for the Southwest 120/96-inch Water Transmission Pipeline Project. This settlement will allow acquisition of the property without further condemnation proceedings.

City Council authorized the purchase and/or condemnation in the amount of \$72,688.00, based on an independent appraisal and inclusive of title and closing costs by Resolution No. 15-0764 dated April 22, 2015. The Owner rejected the official offer and the City Attorney filed the condemnation proceeding for the acquisition of the property for the project.

The Special Commissioners' awarded \$102,007.00 on March 28, 2017.

On May 10, 2017, City Council authorized the Special Commissioners' award amount of \$102,007.00, by Resolution No. 17-0752. The Special Commissioners' award was deposited with the County Clerk of Dallas County, Texas on June 28, 2017.

On October 15, 2018, the City and LS Investments, et al., reached an amount to settle the lawsuit.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 22, 2015, City Council authorized acquisition including the exercise of the right of eminent domain, if such becomes necessary, from LS Investments, of a total of approximately 125,973 square feet of land located near the intersection of Fish and Beltline Road for the South 120/96-inch Water Transmission Pipeline Project by Resolution No. 15-0764.

On May 10, 2017, City Council authorized the deposit of a Special Commissioners' Award by Resolution No. 17-0752.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$32,993.00

Resolution No. 15-0764	\$ 78,000.00
Resolution No. 17-0752 (Commissioners' Award)	\$102,319.00
Additional Amount (this action)	<u>\$ 32,993.00</u>
Total Authorized Amount	\$140,312.00

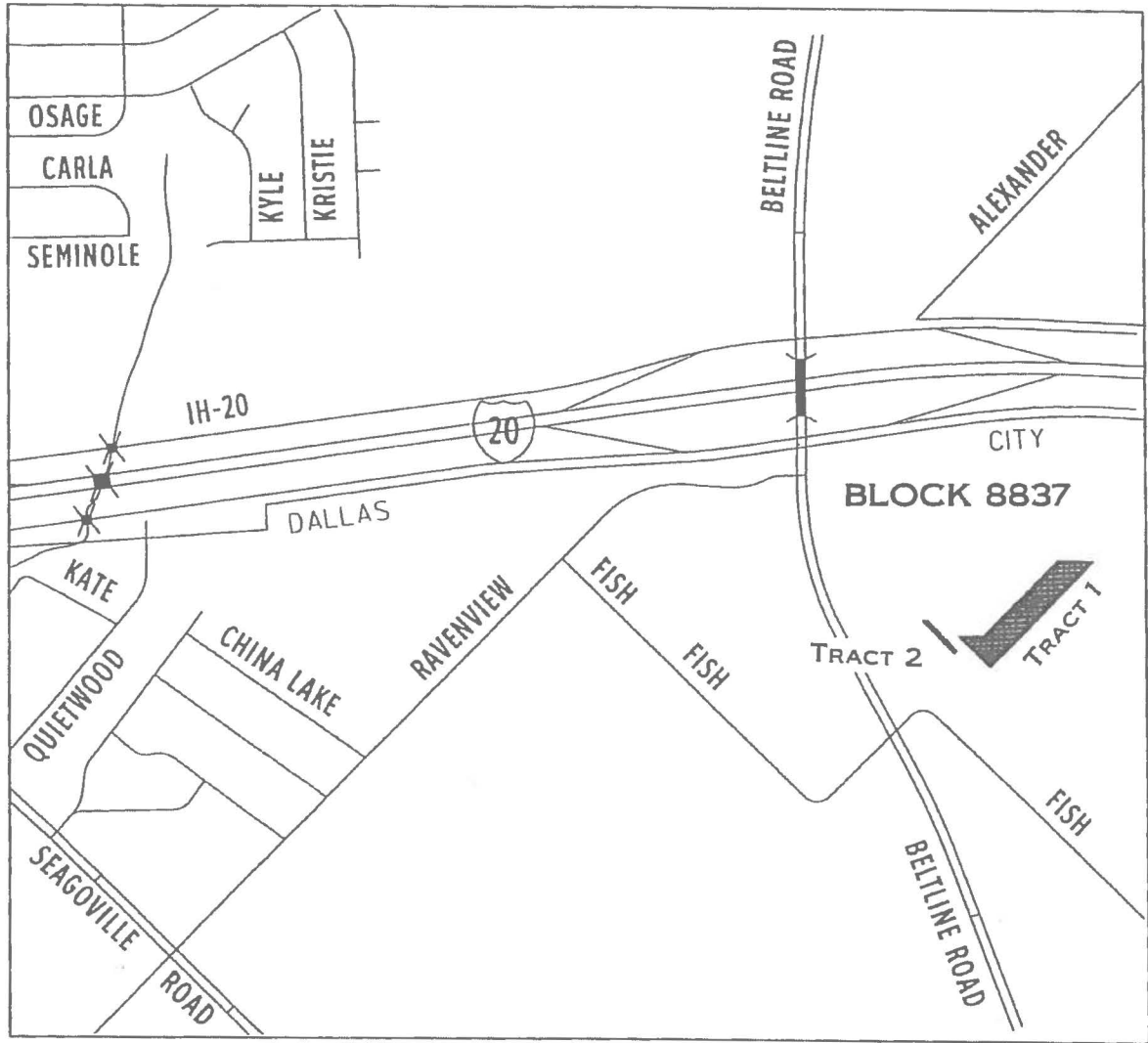
OWNER

LS Investments, et al.

Gene Streetman, President

MAP

Attached



PROJECT
SITE



TRACT 1



TRACT 2

January 9, 2019

A RESOLUTION AUTHORIZING SETTLEMENT OF A CONDEMNATION LAWSUIT.

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, 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 by the FIRST RESOLUTION authorized and directed the City Attorney to file the necessary proceeding and to take the necessary action for the acquisition of the PROPERTY INTEREST in and to the PROPERTY by condemnation, or in any other manner provided by law; and

WHEREAS, the City Attorney, pursuant to the FIRST RESOLUTION, filed a CONDEMNATION PROCEEDING for the acquisition of the PROPERTY INTEREST in and to the PROPERTY for the PROJECT; and

WHEREAS, the Dallas City Council by the SECOND RESOLUTION authorized the City Attorney to deposit the SPECIAL COMMISSIONERS' AWARD AMOUNT rendered by the Special Commissioners appointed by the Court in the CONDEMNATION PROCEEDING; and

WHEREAS, objections to the SPECIAL COMMISSIONERS' AWARD AMOUNT were filed, turning the CONDEMNATION PROCEEDING into a CONDEMNATION LAWSUIT; and

WHEREAS, OWNERS have agreed to settle the CONDEMNATION LAWSUIT for the SETTLEMENT AMOUNT; and

WHEREAS, the Dallas City Council desires to authorize the City Attorney and the City Manager to settle the CONDEMNATION LAWSUIT for the SETTLEMENT AMOUNT.

January 9, 2019

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. 15-0764 approved by the Dallas City Council on April 22, 2015 authorizing negotiations and filing of a condemnation proceeding, which is incorporated herein by reference.

"CONDEMNATION PROCEEDING/LAWSUIT": Cause No. CC-16-03529-B, in Dallas County Court at Law No. 2, and styled City of Dallas v. LS Investments, et al., filed pursuant to the FIRST RESOLUTION.

"SECOND RESOLUTION": Resolution No. 17-0752 approved by the Dallas City Council on May 10, 2017, authorizing deposit of the SPECIAL COMMISSIONERS' AWARD AMOUNT, which is incorporated herein by reference.

"PROPERTY": Approximately 125,973 square feet of land in fee in Dallas County, Texas, as described in the CONDEMNATION PROCEEDING/LAWSUIT.

"PROPERTY INTEREST": Fee

"PROJECT": Southwest 120/96-inch Water Transmission Pipeline Project

"USE": The installation, use, and maintenance of a pipeline or lines for the transmission of treated water together with such appurtenant facilities as may be necessary, 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.

"OFFICIAL OFFER AMOUNT": \$72,688.00 as approved in the FIRST RESOLUTION.

"SPECIAL COMMISSIONERS' AWARD AMOUNT": \$102,007.00, the same having been previously deposited pursuant to the SECOND RESOLUTION.

"SETTLEMENT AMOUNT": \$135,000.00, which includes the SPECIAL COMMISSIONERS' AWARD AMOUNT.

January 9, 2019

“CLOSING COSTS AND TITLE EXPENSES”: Not to exceed \$5,312.00

“ADDITIONAL AMOUNT”: \$32,993.00, the difference between the SETTLEMENT AMOUNT and the SPECIAL COMMISSIONERS’ AWARD AMOUNT.

“AUTHORIZED AMOUNT”: Not to exceed \$140,312.00

“DESIGNATED FUNDS”:

\$78,000.00 from Water Capital Construction Fund, Fund 0102, Department DWU, Unit CW40, Activity MPSA, Program 706623, Object 4210, Encumbrance CT-DWU706623CPCJ.

\$29,319.00 from Water Capital Construction Fund, Fund 0102, Department DWU, Unit CW40, Activity MPSA, Program 706623, Object 4210, Encumbrance CT-DWU706623ENAZ.

\$32,993.00 from Water Capital Improvement Fund, Fund 2115, Department DWU, Unit PW40, Activity MPSA, Program 706623, Object 4210, Encumbrance/Contract No. CX-DWU-2019-00008514.

SECTION 2. That the City Attorney and the City Manager are hereby authorized to settle the CONDEMNATION LAWSUIT for the SETTLEMENT AMOUNT.

SECTION 3. That the City Attorney and the City Manager are hereby authorized to prepare and execute such documents as may be necessary to effect the settlement described herein.

SECTION 4. That 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 the amount of the ADDITIONAL 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 ADDITIONAL AMOUNT, made payable to the County Clerk of Dallas County, Texas, which is to be deposited into the registry of the Court. 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 ADDITIONAL AMOUNT and the CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

January 9, 2019

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.

APPROVED AS TO FORM:
CHRISTOPHER J. CASO, Interim City Attorney

BY:  C.

Assistant City Attorney



Agenda Information Sheet

File #: 18-924

Item #: 16.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 1
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

An ordinance granting a private license to Bishop Arts Phase 1A, LLC, for the use of approximately 107 square feet of land to occupy, maintain and utilize a sidewalk café on a portion of Melba Street right-of-way near its intersection with Bishop Avenue - Revenue: \$200.00 annually, plus the \$20.00 ordinance publication fee

BACKGROUND

This item grants a private license to Bishop Arts Phase 1A, LLC, for the use of approximately 107 square feet of land to occupy, maintain and utilize a sidewalk café on a portion of Melba Street right-of-way near its intersection with Bishop Avenue. The use of this area will not impede pedestrian or vehicular traffic. The term of this license is 40 years.

The licensee will indemnify the City and carry general liability insurance naming the City as an additional insured.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: \$200.00 annually, plus the \$20.00 ordinance publication fee

OWNER

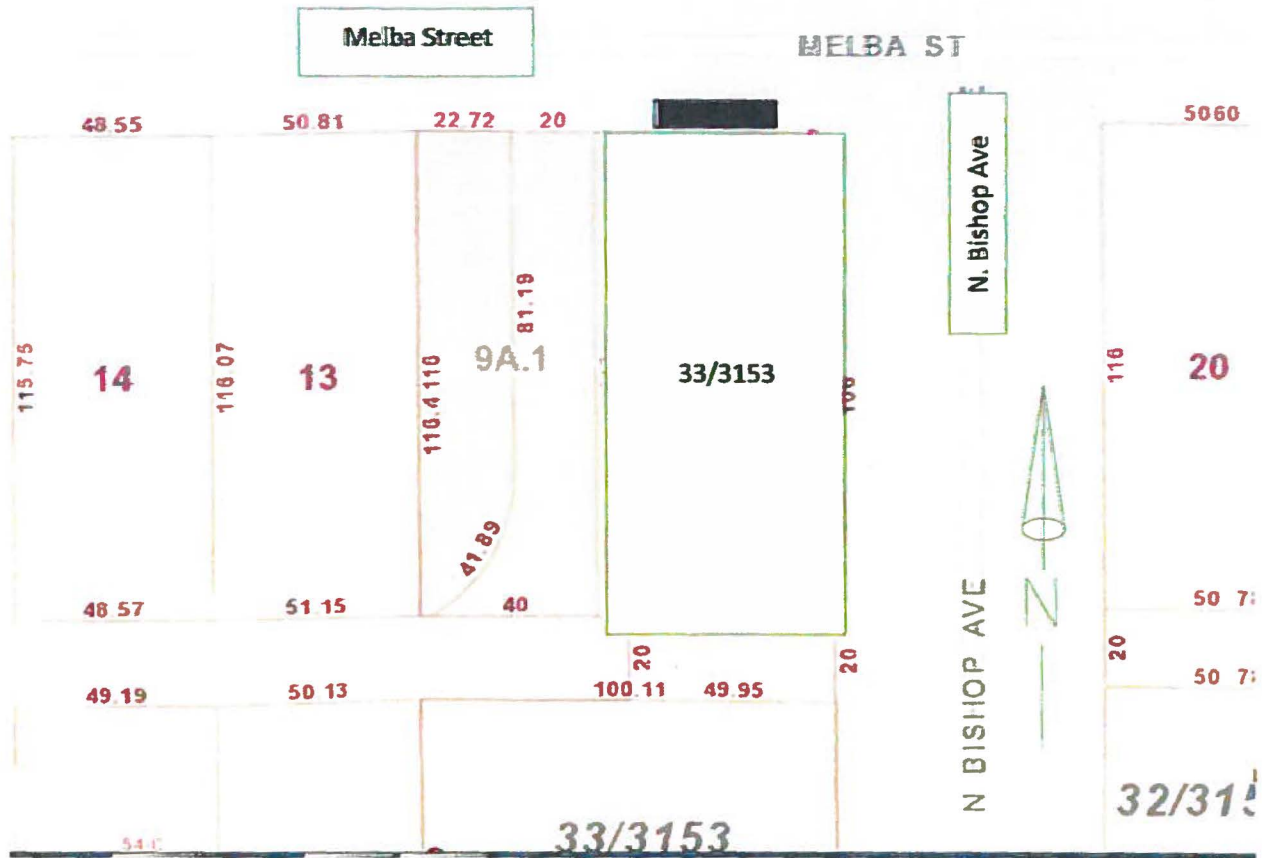
Bishop Arts Phase 1A, LLC

Thea Van Loggerenberg, Senior Vice President

MAP

Attached

License Area



License Area



ORDINANCE NO. _____

An ordinance granting a private license to Bishop Arts Phase 1A, LLC to occupy, maintain and utilize a portion of Melba Street right-of-way located near its intersection with Bishop Avenue adjacent to City Block 33/3153 within the limits hereinafter more fully described, for the purpose of occupying, maintaining and utilizing a sidewalk café; providing for the terms and conditions of this license; providing for the annual compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

ooo0ooo

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

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

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

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **TWO HUNDRED NO/100 DOLLARS (\$200.00)** annually for the license herein granted, said sum to become due and payable on the 2nd day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **TWO HUNDRED NO/100 DOLLARS (\$200.00)** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2019. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of the Department of Sustainable Development may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in the General Fund, Fund 0001, Department DEV, Unit 1181, Revenue Code 8200. In the event **GRANTEE's**

check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10 percent a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: occupying, maintaining and utilizing a sidewalk café.

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

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

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

- (a) **GRANTEE** shall comply with Planned Development No. 830 sidewalk standards which require that a minimum 10 foot-wide sidewalk, with a minimum seven foot-wide unobstructed sidewalk must be provided.
- (b) **GRANTEE** shall ensure Americans with Disabilities Act/Texas Licensing and Regulation (ADA/TDLR) compliance is met such so that the sidewalk remains unobstructed.
- (c) **GRANTEE** shall provide a minimum clearance of eighteen (18) inches from the curb to allow for installation of government signage and parking meters.

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

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

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

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which

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

SECTION 12. That this ordinance is also designated for City purposes as Contract No. DEV-2018-00005853.

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


APPROVED AS TO FORM:
CHRISTOPHER J. CASO,
Interim City Attorney

KRIS SWECKARD, Director
Department of Sustainable Development and
Construction

BY:


Assistant City Attorney

BY:

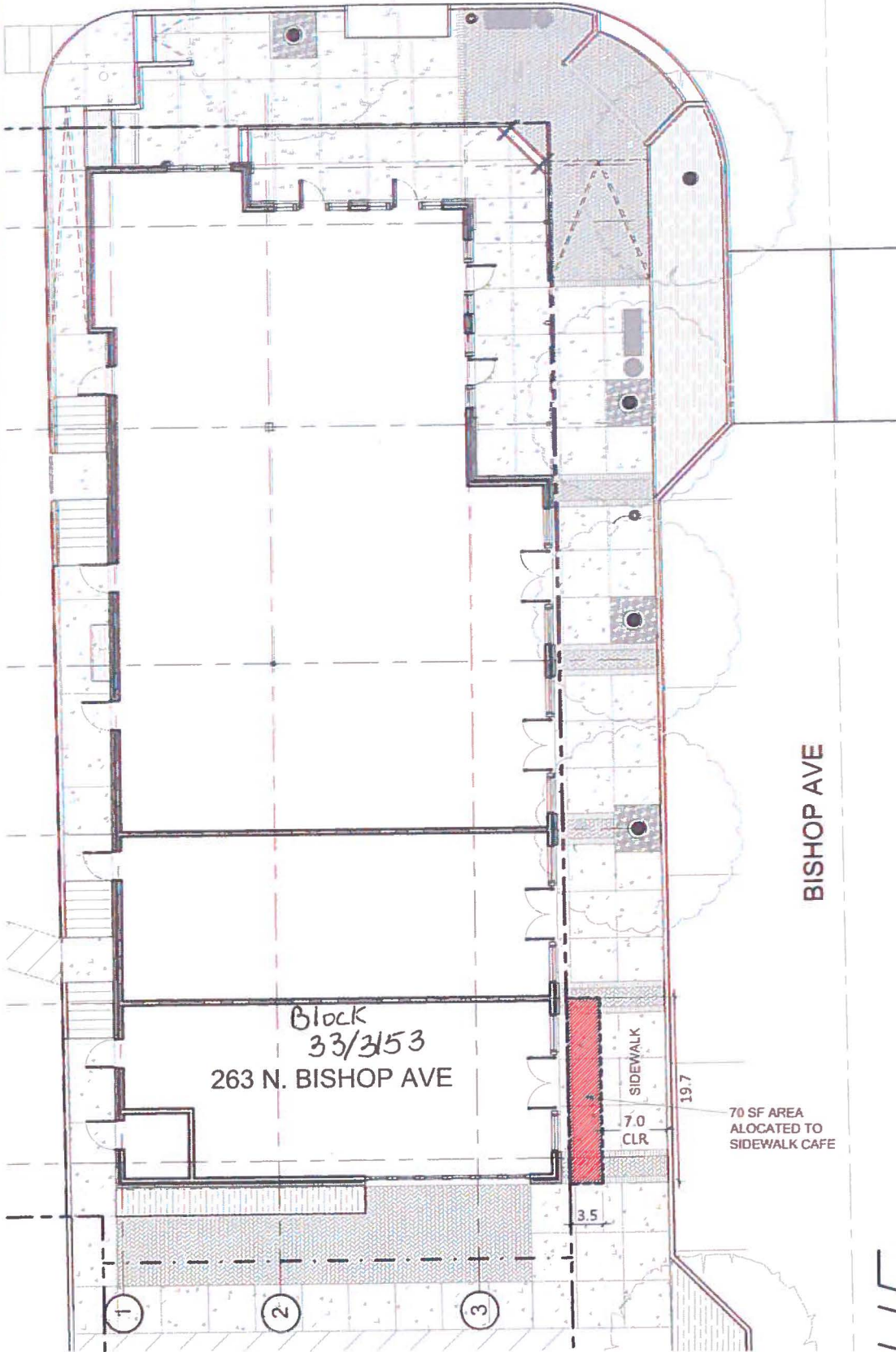

Assistant Director

Passed _____.

Exhibit A

MELBA STREET

21" R.C.P.



Block
33/3153
263 N. BISHOP AVE

SIDEWALK

7.0
CLR

19.7

70 SF AREA
ALLOCATED TO
SIDEWALK CAFE

3.5

BISHOP AVE

ARCHITECT
THEA VAN LOGGERSBERG
EXXIR DEVELOPMENT
101 Zang Blvd, Dallas, Texas 75208
TEL: 214-949-7991 FAX: 214-731-0946
EMAIL: THEA@VANLOGGERSBERGEXXIRCAPITAL.COM

PROJECT OWNER & TITLE

BISHOP ARTS PHASE 1A LLC

SIDEWALK CAFE LICENCE FOR

275 N Bishop Ave (SUITE: 263 N BISHOP AVE)

BISHOP AVE. OAKCLIFF

DALLAS, TX 75208

AGENCY APPROVAL

REVISIONS

LICENCE APPLICATION

SHEET TITLE

SITE PLAN

SHEET NO.

A-001

DATE: APRIL 11, 2018

SITE PLAN

1/8" = 1'-0"



**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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



Agenda Information Sheet

File #: 18-1286

Item #: 17.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 1
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

An ordinance abandoning a portion of a storm sewer easement to Bishop Arts Real Estate Development LP, the abutting owner, containing approximately 993 square feet of land, located near the intersection of Crawford and Neely Streets - Revenue: \$5,400.00, plus the \$20.00 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of a storm sewer easement to Bishop Arts Real Estate Development LP, the abutting owner. The area will be included with the property of the abutting owner for the construction of new townhomes. 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)

This item has no prior action.

FISCAL INFORMATION

Revenue: \$5,400.00, plus the \$20.00 ordinance publication fee

OWNER

Bishop Arts Real Estate Development LP

Bishop Arts Real Estate Management LLC, General Partner

Savannah Capital Investments LLC, General Partner

Steve King, Managing Member

Timothy Baumann, Managing Member

MAP

Attached



ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a storm sewer easement, located in City Block A/3431 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Bishop Arts Real Estate Development LP; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Bishop Arts Real Estate Development 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 easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

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

Now, Therefore,

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

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

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$5,400.00)** paid by **GRANTEE**, and the

further consideration described in Section 2, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

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

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

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

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

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

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise

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

SECTION 9. That 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 Sections 2 plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and

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

SECTION 10. That this ordinance is also designated for City purposes as Contract No. DEV-2018-00008010.

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:
CHRISTOPHER J. CASO,
Interim City Attorney

KRIS SWECKARD, Director
Department of Sustainable Development and
Construction

BY:


Assistant City Attorney

BY:


Assistant Director

Passed _____.

STORM SEWER EASEMENT ABANDONMENT
LOT 1, BLOCK A/3431
PARKS SUBDIVISION
ELIZABETH ROBERTSON SURVEY, ABSTRACT NO. 1211
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A

BEING 993 SQUARE FEET (0.023 ACRES) OF LAND LOCATED IN THE ELIZABETH ROBERTSON SURVEY, ABSTRACT NO. 1211, BEING ALL OF A 7' WIDE STORM SEWER EASEMENT CREATED BY VOLUME 2154, PAGE 105, DEED RECORDS, DALLAS COUNTY, TEXAS (DRDCT) OUT OF DALLAS CITY BLOCK A/3431, BEING PART OF THAT TRACT OF LAND DESCRIBED AS LOT 1, BLOCK A/3431 OF PARKS SUBDIVISION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 70, MAP RECORDS, DALLAS COUNTY, TEXAS AS CONVEYED TO BISHOP ARTS REAL ESTATE DEVELOPMENT, LP BY GENERAL WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 201800224825, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD WITH CAP STAMPED "ONEAL 6570" FOUND AT THE INTERSECTION OF THE NORTH LINE OF NEELY STREET (50' RIGHT-OF-WAY DEDICATED BY VOLUME 2, PAGE 70, MRDCT) AND THE WEST LINE OF CRAWFORD STREET (50' RIGHT OF WAY DEDICATED BY VOLUME 2, PAGE 70, MRDCT) AT THE SOUTHEAST CORNER OF THE ABOVE-MENTIONED LOT 1, BLOCK A/3431, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "WEIR" FOUND AT THE INTERSECTION OF THE SOUTH LINE OF NEELY STREET AND THE WEST LINE OF CRAWFORD STREET AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3430, HANSZEN'S SUBDIVISION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGE 462, (MRDCT) BEARS SOUTH 00 DEGREES 52 MINUTES 01 SECONDS EAST, A DISTANCE OF 48.02 FEET;

THENCE NORTH 00 DEGREES 52 MINUTES 01 SECONDS WEST, ALONG THE WEST LINE OF CRAWFORD STREET AND THE COMMON EAST LINE OF SAID LOT 1, BLOCK A/3431, A DISTANCE OF 36.50 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID LOT 1, BLOCK A/3431, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 88 DEGREES 41 MINUTES 58 SECONDS WEST, A DISTANCE OF 69.47 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A DELTA ANGLE OF 040 DEGREES 06 MINUTES 25 SECONDS, A RADIUS OF 46.50 FEET AND A LONG CHORD THAT BEARS SOUTH 68 DEGREES 38 MINUTES 45 SECONDS WEST, A DISTANCE OF 31.89 FEET;
- 2) SOUTHWESTERLY ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 32.55 FEET TO A POINT FOR CORNER;
- 3) SOUTH 48 DEGREES 35 MINUTES 32 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A DELTA ANGLE OF 018 DEGREES 05 MINUTES 22 SECONDS, A RADIUS OF 76.50 FEET AND A LONG CHORD THAT BEARS SOUTH 39 DEGREES 32 MINUTES 52 SECONDS WEST, A DISTANCE OF 24.05 FEET;
- 4) SOUTHWESTERLY ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 24.15 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF NEELY STREET AND THE COMMON SOUTH LINE OF SAID LOT 1, BLOCK A/3431;

THENCE SOUTH 89 DEGREES 07 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF NEELY STREET AND THE COMMON SOUTH LINE OF SAID LOT 1, BLOCK A/3431, A DISTANCE OF 8.07 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 020 DEGREES 58 MINUTES 29 SECONDS, A RADIUS OF 83.50 FEET AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 06 MINUTES 18 SECONDS EAST, A DISTANCE OF 30.40 FEET, AND FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "ONEAL 6570" FOUND AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK A/3431 BEARS SOUTH 89 DEGREES 07 MINUTES 59 SECONDS WEST, A DISTANCE OF 16.99 FEET;

THENCE OVER AND ACROSS SAID LOT 1, BLOCK A/3431, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTHEASTERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 30.57 FEET TO A POINT FOR CORNER;
- 2) NORTH 48 DEGREES 35 MINUTES 32 SECONDS EAST, A DISTANCE OF 10.00 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 040 DEGREES 06 MINUTES 25 SECONDS, A RADIUS OF 53.50 FEET AND A LONG CHORD THAT BEARS NORTH 68 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 36.69 FEET;
- 3) NORTHEASTERLY ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 37.45 FEET TO A POINT FOR CORNER;
- 4) NORTH 88 DEGREES 41 MINUTES 58 SECONDS EAST, A DISTANCE OF 69.53 FEET TO A POINT FOR CORNER IN THE WEST LINE OF CRAWFORD STREET AND THE COMMON EAST LINE OF SAID LOT 1, BLOCK A/3431, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "ONEAL 6570" FOUND AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK A/3431 BEARS NORTH 00 DEGREES 52 MINUTES 01 SECONDS WEST, A DISTANCE OF 16.50 FEET;

THENCE SOUTH 00 DEGREES 52 MINUTES 01 SECONDS EAST, ALONG THE WEST LINE OF CRAWFORD STREET AND THE COMMON EAST LINE OF SAID LOT 1, BLOCK A/3431, A DISTANCE OF 7.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 993 SQUARE FEET (0.023 ACRES) OF LAND, MORE OR LESS.

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



DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6570
3111 COLE AVE., STE. 103
DALLAS, TEXAS 75204
PH. 903-708-2891
daniel.oneal@onealsurveying.com

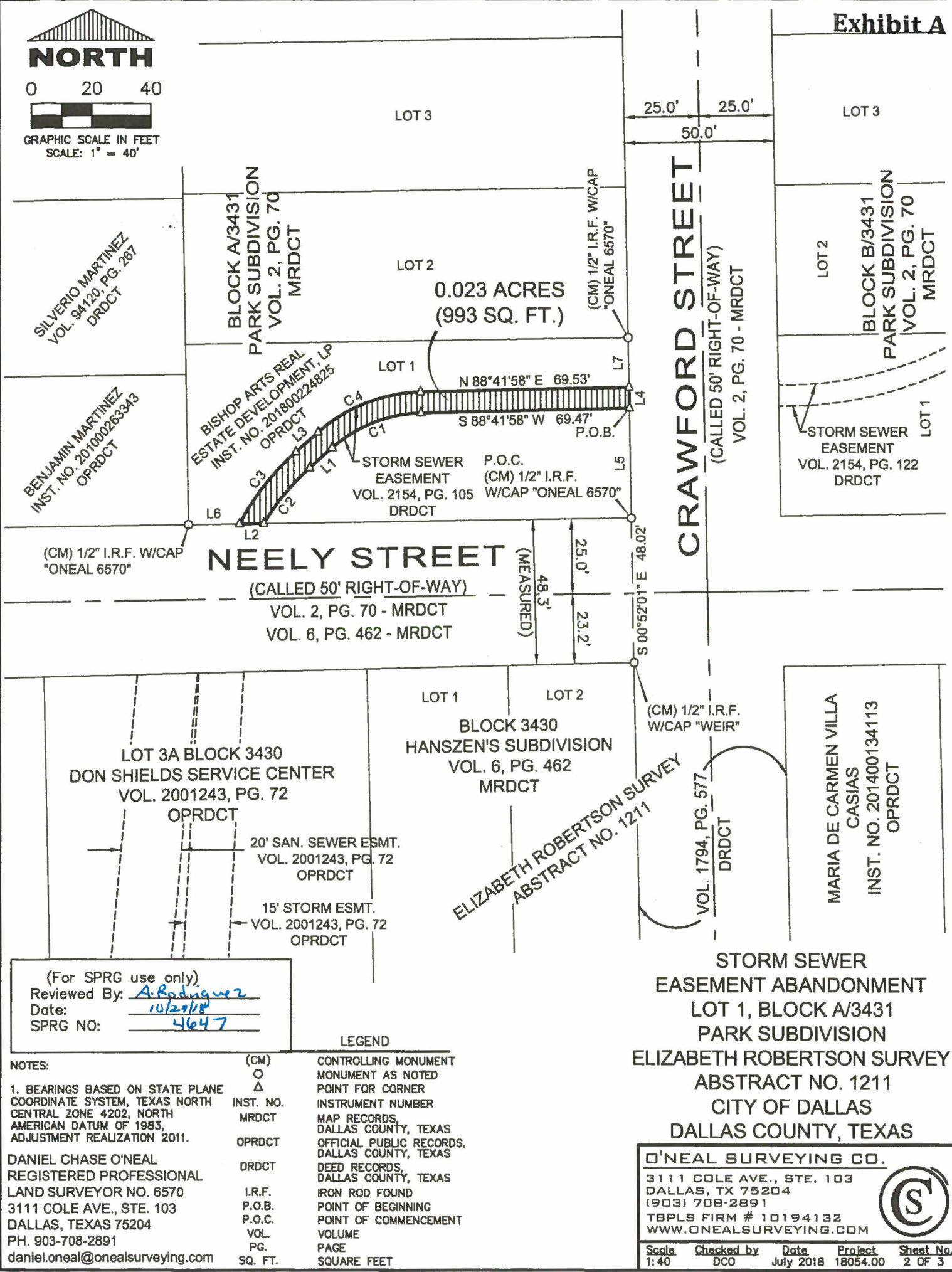
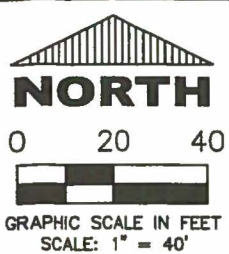
(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 10/29/18
SPRG NO: 4647

O'NEAL SURVEYING CO.

3111 COLE AVE., STE. 103
DALLAS, TX 75204
(903) 708-2891
TBPLS FIRM # 10194132
WWW.ONEALSURVEYING.COM



Checked by	Date	Project	Sheet No.
DCO	July 2018	18054.00	1 OF 3



Line Table		
Line No.	Direction	Length
L5	N00°52'01"W	36.50'
L6	S89°07'59"W	16.99'
L7	N00°52'01"W	16.50'
L1	S48°35'32"W	10.00'
L2	S89°07'59"W	8.07'
L3	N48°35'32"E	10.00'
L4	S00°52'01"E	7.00'

Curve Table					
Curve No.	Length	Radius	Delta	Ch. Bearing	Ch. Length
C1	32.55'	46.50'	040°06'25"	S68°38'45"W	31.89'
C2	24.15'	76.50'	018°05'22"	S39°32'52"W	24.05'
C3	30.57'	83.50'	020°58'29"	N38°06'18"E	30.40'
C4	37.45'	53.50'	040°06'25"	N68°38'45"E	36.69'



NOTES:

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

DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6570
3111 COLE AVE., STE. 103
DALLAS, TEXAS 75204
PH. 903-708-2891
daniel.oneal@onealsurveying.com

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 10/29/18
SPRG NO: 4647

STORM SEWER
EASEMENT ABANDONMENT
LOT 1, BLOCK A/3431
PARK SUBDIVISION
ELIZABETH ROBERTSON SURVEY
ABSTRACT NO. 1211
CITY OF DALLAS
DALLAS COUNTY, TEXAS

O'NEAL SURVEYING CO.

3111 COLE AVE., STE. 103
DALLAS, TX 75204
(903) 708-2891
TBPLS FIRM # 10194132
WWW.ONEALSURVEYING.COM



Scale	Checked by	Date	Project	Sheet No.
1:40	DCO	July 2018	18054.00	3 OF 3



Agenda Information Sheet

File #: 19-30

Item #: 18.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 2, 14

DEPARTMENT: Department of Transportation

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize Supplemental Agreement No. 1 to extend the Shuttle Funding Agreement between Dallas Area Rapid Transit, Downtown Dallas, Inc. and the City of Dallas for a period of four months - Not to exceed \$110,589.00 - Financing: Convention and Event Services Fund

BACKGROUND

The downtown shuttle service (D-Link) commenced on November 4, 2013 as a two-year demonstration project to respond to the demand for a tourist focused downtown bus circulator service as well as plan the most appropriate shuttle to meet the needs of tourists, downtown residents, employees, and visitors. Dallas Area Rapid Transit (DART) collaborated with the City of Dallas and Downtown Dallas Inc. (DDI) and created the D-Link (Route 722). The D-Link provides shuttle services to the Omni Convention Center Hotel, the Klyde Warren Park, and the Perot Science Center along with other Central Business District major destinations.

The D-Link ridership has continued to fall short of target levels despite significant outreach and marketing. This has led the funding partners to seek a re-evaluation as a fixed route bus route service and consider a more cost-effective alternative. Alternatives to consider include a shared ride service, a micro transit service or a voucher program. The four-month extension will provide DART time to perform this service re-evaluation and conduct the federally required public hearings on the service change.

Staff will re-evaluate the mobility option and report the findings to the Mobility Solutions, Infrastructure and Sustainability Committee. It is anticipated that any recommendations for future service will be brought to City Council for consideration before the four-month extension expires.

The annual operating cost of this service is \$1.1 million. However, for the four-month period, the City of Dallas will contribute up to \$110,589.00; which is 33% of last year's commitment. DDI will contribute up to \$80,137.00 and DART will provide the remaining funds to operate the service.

This action will authorize an amendment to the current Shuttle Funding Agreement between DART, DDI, and the City of Dallas to include a four-month extension of the D-Link service operation and a financial contribution, in an amount not to exceed \$110,589.00.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 25, 2013, City Council authorized a Shuttle Funding Agreement between DART, DDI, and the City of Dallas for the operation of a two-year demonstration project for a downtown supplemental shuttle service (D-Link), in an amount not to exceed \$800,000.00.

On September 28, 2015, City Council authorized a funding agreement between DART, DDI, and the City of Dallas for a one-year extension of the D-Link operation, in an amount not to exceed \$400,000.00.

On September 14, 2016, City Council authorized a funding agreement between DART, DDI, and the City of Dallas for a one-year extension of the D-Link, in an amount not to exceed \$400,000.00.

On October 25, 2017, City Council authorized a funding agreement between DART, DDI, and the City of Dallas for a one-year extension of the D-Link, in an amount not to exceed \$332,991.00.

On November 26, 2018, the Mobility Solutions, Infrastructure and Sustainability Committee recommended to City Council approval of a four-month extension of the D-Link service to allow DART time to conduct a public hearing to end the D-Link fixed route service and to evaluate alternative service options.

FISCAL INFORMATION

Convention and Event Services Fund - \$110,589.00

<u>Council District</u>	<u>Amount</u>
2	\$ 64,759.00
14	<u>\$ 45,830.00</u>
Total	\$110,589.00

MAP

Attached

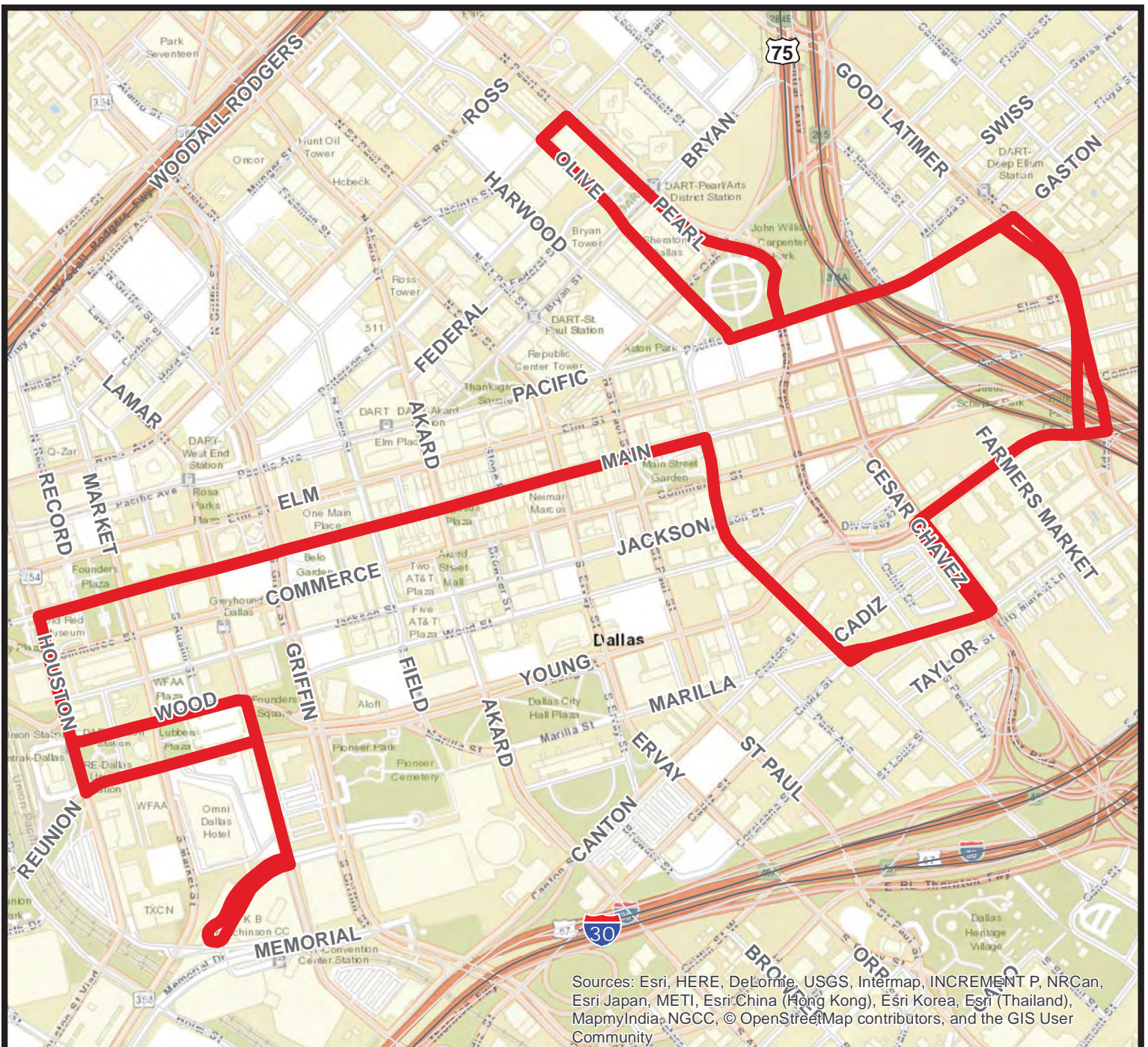
DART

D-Link

Route 3

Council District: 2 and 14

MAPSCO: 45K, L, M, N, P, Q, R



January 9, 2019

WHEREAS, with the increase in the Dallas convention business, downtown residential housings, growing employment base, and completed parks and attractions, Downtown Dallas, Inc. (DDI) has identified a specific need for bus circulator service to major destinations in and around the Central Business District; and

WHEREAS, the City of Dallas, DDI, and Dallas Area Rapid Transit (DART) have collaborated to evaluate the demand for a tourist focused downtown bus service as well as plan the most appropriate shuttle to meet that need; and

WHEREAS, ridership on the tourist focused downtown bus service Route 722 (D-Link) has continued to fall short of targeted expectations; and

WHEREAS, the City of Dallas, DDI, and DART are now evaluating alternative methods to provide for a tourist focused downtown transit service; and

WHEREAS, DART anticipates a four month time period is needed to conclude the current D-Link bus service and implement an alternative service; and

WHEREAS, DART proposes to continue the D-Link for approximately \$353,577.00 for a four-month period with contributions from the City of Dallas up to \$110,589.00 and DDI in an amount up to \$80,137.00; and

WHEREAS, the City of Dallas, DART and DDI desire to extend the existing Shuttle Service Funding Agreement which is intended to define the financial commitment and responsibilities of the parties for the D-Link.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute Supplemental Agreement No. 1 to extend the Shuttle Funding Agreement between Dallas Area Rapid Transit, Downtown Dallas, Inc. and the City of Dallas for a period of four months, in an amount not to exceed \$110,589.00, approved as to form by the City Attorney,.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$110,589.00 in accordance with the terms and conditions of the agreement from Convention and Event Services Fund, Fund 0080, Department CCT, Unit 7840, Object 3099, Vendor 232802.

SECTION 3. That this contract is designated as Contract No. TRN-2018-00004146.

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 Information Sheet

File #: 19-49

Item #: 19.

STRATEGIC PRIORITY: Government Performance and Financial Management

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Budget

EXECUTIVE: Elizabeth Reich

SUBJECT

Authorize initial support of the new Five-Year Consolidated Plan, covering the period of FY 2019-20 through FY 2023-24 for the four U.S. Department of Housing and Urban Development grant funds: Community Development Block Grant, HOME Investment Partnership Program, Emergency Solutions Grant, and Housing Opportunities for Persons with AIDS as prescribed by federal regulations - Financing: No cost consideration to the City

BACKGROUND

The City of Dallas receives four distinct grants from the U.S. Department of Housing and Urban Development (HUD) on an annual basis for community development and affordable housing. The four grants include: Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA).

In order to receive these funds, the City is required to develop and submit a Consolidated Plan to HUD. The current Five-Year Consolidated Plan expires on September 30, 2019. The new Five-Year Consolidated Plan for the period of FY 2019-20 through FY 2023-24 is due to HUD in August 2019.

A Consolidated Plan is a comprehensive analysis and strategic plan that identifies community needs, prioritizes those needs, and proposes details of how they will be addressed. Needs currently identified in the City of Dallas include: affordable housing, homelessness, poverty, public improvements/infrastructure, and economic development.

To ensure collection of required information and all elements of the Consolidated Plan regulations are addressed, HUD designed a template that grantees must use to develop their plan. The template is divided into six sections: Executive Summary; the Process; Needs Assessment; Housing Market Analysis; Strategic Plan; and First-Year Action Plan (the annual budget). The City recognizes the need for the goals and strategies in the new 5-year Consolidated Plan to align with existing systems, strategies, and policies to ensure consistency among them and a baseline for a strategic approach

for implementation to address identified needs. Existing systems include the Continuum of Care and Ryan White Planning Council of the Dallas Area. Existing strategies and policies have already been developed including the Comprehensive Housing Policy and Poverty Study, etc. The process is outlined in the City's Citizen Participation Plan. Research, findings and recommendations from documents such as the Comprehensive Housing Policy, Poverty Study, Homeless Solutions Strategy, and the assessment of fair housing study provide information and data for the various needs assessments and housing market analysis required by HUD's template. Incorporation of these existing systems, strategies, and policies to tell one comprehensive story of the City's needs and plans to address those needs further the goals and requirements of the Consolidated Plan. As a result, the approach for developing the strategic plan section of the Consolidated Plan is recommended as follows:

- A. Use of CDBG Public Service funds to address the drivers of poverty, with focus on reducing and/or eliminating barriers to work:
 - 50 percent of funds to be awarded to nonprofit agencies through a competitive proposal process
 - 50 percent of funds for City administered programs including After-School Program and Childcare Program
 - Commit to transferring current expenses for Community Courts and Senior Programs from CDBG to the General Fund in FY 2019-20
- B. Use of CDBG Housing funds consistent with the City's Comprehensive Housing Policy to create new homeowners through the homebuyer assistance program; and preservation of existing housing through rehabilitation and/or reconstruction of single-family and multi-family units
- C. Use of CDBG funds for public facilities and infrastructure needs in eligible areas, specifically including racially or ethnically concentrated areas of poverty
- D. Use of CDBG funds for fair housing, planning, and program administration to the maximum 20 percent allowed
- E. Use of HOME funds consistent with the City's Comprehensive Housing Policy, and include using maximum 10 percent allowed for program administration and minimum 15 percent set-aside for CHDOs
- F. Use of ESG funds, in consultation with the Continuum of Care, consistent with the Office of Homeless Solutions Strategy Plan, and include using the maximum 7.5 percent allowed for program administration
- G. Use of HOPWA funds consistent with priorities established by the Ryan White Planning Council of the Dallas Area (RWPC) and with needs identified in the RWPC Comprehensive HIV Needs Assessment, and using the maximum 3 percent allowed for program administration

There will be opportunity for additional community input at public meetings in January 2019. Preliminary approval of the new Five-Year Consolidated Plan is scheduled in May 2019 and final approval in June 2019.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 6, 2018, City Council was briefed on the HUD Consolidated Plan for FY 2019-20 through FY 2023-24.

On December 5, 2018, City Council was briefed on the HUD Consolidated Plan for FY 2019-20 through FY 2023-24.

FISCAL INFORMATION

No cost consideration to the City.

January 9, 2019

WHEREAS, the City of Dallas receives four distinct grants from the U.S. Department of Housing and Urban Development (HUD) on an annual basis for community development and affordable housing; and

WHEREAS, the four grants include: Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, in order to receive these funds, the City is required to develop and submit a Consolidated Plan to HUD; and

WHEREAS, the current Five-Year Consolidated Plan expires on September 30, 2019; and

WHEREAS, a new Five-Year Consolidated Plan for the period of FY 2019-20 through FY 2023-24 is due to HUD in August 2019; and

WHEREAS, a Consolidated Plan is a comprehensive analysis and strategic plan that identifies community needs, prioritizes those needs, and proposes details of how they will be addressed; and

WHEREAS, needs currently identified in the City of Dallas include: affordable housing, homelessness, poverty, public improvements/infrastructure and economic development; and

WHEREAS, the City recognizes the need for the goals and strategies in the new Five-Year Consolidated Plan to align with existing systems, strategies and policies to ensure consistency among them and a baseline for a strategic approach for implementation to address identified needs; and

WHEREAS, existing systems include the Continuum of Care and Ryan White Planning Council of the Dallas Area; and

WHEREAS, existing strategies and policies have already been developed, including the Comprehensive Housing Policy and Poverty Study; and

WHEREAS, the incorporation of existing systems, strategies and policies tell one comprehensive story of the City's needs and further the goals of the Consolidated Plan.

Now, Therefore,

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

SECTION 1. That the City Council authorizes initial support of the new Five-Year Consolidated Plan, covering the period of FY 2019-20 through FY 2023-24 for the four U.S. Department of Housing and Urban Development grant funds: Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) as prescribed by federal regulations.

SECTION 2. That the approach for developing the strategic plan for the new Five-Year Consolidated Plan be as follows:

- A. Use of CDBG Public Service funds to address the drivers of poverty, with focus on reducing and/or eliminating barriers to work:
 - 50% of funds to be awarded to nonprofit agencies through a competitive proposal process
 - 50% of funds for City administered programs including After-School Program and Childcare Program
 - Commit to transferring current expenses for Community Courts and Senior Programs from CDBG to the General Fund in FY 2019-20
- B. Use of CDBG Housing funds consistent with the City's Comprehensive Housing Policy to create new homeowners through the homebuyer assistance program; and preservation of existing housing through rehabilitation and/or reconstruction of single-family and multi-family units
- C. Use of CDBG funds for public facilities and infrastructure needs in eligible areas, specifically including racially or ethnically concentrated areas of poverty
- D. Use of CDBG funds for fair housing, planning and program administration to the maximum 20% allowed
- E. Use of HOME funds consistent with the City's Comprehensive Housing Policy, and include using maximum 10% allowed for program administration and minimum 15% set-aside for CHDOs
- F. Use of ESG funds, in consultation with the Continuum of Care, consistent with the Office of Homeless Solutions Strategy Plan, and include using the maximum 7.5% allowed for program administration

January 9, 2019

SECTION 2. (continued)

- G. Use of HOPWA funds consistent with priorities established by the Ryan White Planning Council of the Dallas Area (RWPC) and with needs identified in the RWPC Comprehensive HIV Needs Assessment, and using the maximum 3% allowed for program administration

SECTION 3. That the new Five-Year Consolidated Plan will cover FY 2019-20 through FY 2023-24.

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 Information Sheet

File #: 18-1300

Item #: 20.

STRATEGIC PRIORITY: Human and Social Needs

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Community Care

EXECUTIVE: Nadia Chandler-Hardy

SUBJECT

A resolution authorizing the City Manager to support the Annual Dr. Martin Luther King Jr. Celebration Week and parade for the public purpose of unifying the Dallas community and raising awareness to racial justice and equality by commemorating Dr. King's great dream of a vibrant, multi-racial nation united in justice, peace and reconciliation - Financing: This item has no cost consideration to the City (see Fiscal Information)

BACKGROUND

The Awards Gala is held annually in remembrance of the legacy and accomplishments of Dr. King and is a fundraiser for the Martin Luther King (MLK) Jr. Community Center. This event honors businesses and citizens for continued support of the Center. The designated fund is for community center sponsored events. This agenda item authorizes the City Manager to support the Annual Dr. Martin Luther King, Jr. Celebration Week. Cost for the event (subject to appropriations) may include reservation of the hotel venue, speakers and entertainment, audio/visual equipment, and other event expenses for the public purpose of increasing the public health, safety and welfare of the persons in the municipality and to promote the interests of the City.

Approximately thirty-nine years ago a group of civic-minded citizens, under the leadership and direction of Dr. Beverly Mitchell-Brooks, gathered at the MLK Jr. Community Center to conceive a way for Dallas to honor and celebrate the life and time of Dr. Martin Luther King, Jr.

It was this cadre of dedicated community members who founded and organized the Martin Luther King, Jr. Birthday Celebration, and is responsible for the event as we know it today. Over the past years, the founder's ideas, dreams and desires for a commemoration befitting the legacy of Dr. King have been highly successful.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Human and Social Needs Committee on January 7, 2019.

FISCAL INFORMATION

This item has no cost consideration to the City.

FY 2018-19 Potential Cost: \$35,000.00

Expenditures for the event shall be paid or reimbursed by funds collected in the Alvin E. Moore Trust Fund from private sponsorships, ticket and table sales, and silent auction.

January 9, 2019

WHEREAS, for more than three decades, the City of Dallas' Martin Luther King (MLK), Jr. Community Center has hosted an annual gala and parade to honor the life and legacy of Dr. Martin Luther King, Jr.; and

WHEREAS, the City established the Martin Luther King, Jr. Community Center Board and maintains the Martin Luther King, Jr. Community Center to ensure the city's commitment to community services and to the work provided by community agencies concerned with the health, education, social, physical, economic and other related needs to improve the quality of the urban environment; and

WHEREAS, this annual celebration is meant to bring our local, and diverse communities together to further the cause of Dr. King for equality as well as the socioeconomic issues Dr. King championed during his lifelong career of activism; and

WHEREAS, the City of Dallas is aligning the events of the MLK Celebration with strategic priorities identified by City Council, including (1) Human and Social Needs as a Strategic Priority; (2) the City's "Dallas Resilience" report; (3) Mayor Rawlings Poverty Taskforce Report; and, (4) the establishment of the City's Welcoming Communities and Immigrant Affairs and the Office of Equity and Human Rights; and

WHEREAS, the City of Dallas is very fortunate to be comprised of many different cultures, nationalities, and diverse backgrounds and has expanded the MLK Planning Committee to ensure that we consider the ideas and opinions of the various backgrounds that comprise our communities to make for a wholesome and meaningful event that reflects our great community.

Now, Therefore,

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

SECTION 1. That the findings outlined above are true and correct and that the City Manager is hereby authorized to support the Annual Dr. Martin Luther King Jr. Celebration week events, including the Gala, and parade for the public purpose of unifying the Dallas community and raising awareness to racial justice and equality by commemorating Dr. King's great dream of a vibrant, multiracial nation united in justice, peace and reconciliation.

SECTION 2. That any expenditures for the event shall be paid or reimbursed by funds collected in the Alvin E. Moore Trust Fund from private sponsorships, ticket and table sales, and silent auction.

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 Information Sheet

File #: 18-1320

Item #: 21.

STRATEGIC PRIORITY: Human and Social Needs

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Community Care

EXECUTIVE: Nadia Chandler-Hardy

SUBJECT

Authorize Supplemental Agreement No. 1 to increase the acquisition and maintenance contract with Ricoh USA Inc., for the additional migration time necessary to migrate the Fortis document management system to DocuWare for the City of Dallas Bureau of Vital Statistics - Not to exceed \$8,450.00, from \$48,802.67 to \$57,252.67 - Financing: General Fund (subject to appropriations)

BACKGROUND

The Bureau of Vital Statistics previously used Fortis to image all birth and death certificates originated in Dallas, Texas. The in-house imaging allowed records to be readily available in lieu of downloading them from the State's database, ultimately reducing the cost for printing those records, and providing better service to City of Dallas residents.

The existing Fortis software is at end of life and is being replaced with DocuWare.

On November 9, 2017, an Informal Solicitation was processed for the City of Dallas Bureau of Vital Statistics (B6171046), to obtain a new imaging system. Ricoh USA Inc. was the sole proposer, proposing to provide a DocuWare system. Since the original proposal price was less than \$50,000.00, a contract with Ricoh USA Inc. to provide, install and migrate the data to DocuWare was authorized by administrative action in February 2018, and the system has been obtained and installed, and Ricoh USA Inc. is in the process of migrating the data.

City of Dallas Bureau of Vital Statistics' is the Local Registrar with a primary function to provide for the registration, issuance, and preservation of vital records, in accordance with State statutes and guidelines. The Local Registrar is responsible for birth and death registration in this district. The Registrar must secure a complete record of each birth, death, and fetal death; abide by the instructions and directions of the State Registrar to ensure uniform observance for registration and issuance; and report violations of law and regulation to the State Registrar.

The fees for certified copies of birth and death records are regulated by Texas Department of State Health Services, Vital Statistics Unit. As required by Texas Health and Safety Code, Chapter 191.0045, Local Registrars including the City's Bureau of Vital Statistics, must charge the same fee as charged by the State office.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Human and Social Needs Committee on January 7, 2019.

FISCAL INFORMATION

General Fund - \$8,450.00 (subject to appropriations)

Contract Award	\$48,802.67
Supplemental Agreement No. 1 (this action)	<u>\$ 8,450.00</u>
Total	\$57,252.67

OWNER

Ricoh USA Inc.

Joli Tokunaga, President/Chief Executive Officer

January 9, 2019

WHEREAS, on February 9, 2018, Administrative Action No. 18-5245, authorized a service contract to migrate the City of Dallas Bureau of Vital Statistics' document management system from Fortis to DocuWare; and

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 1 to the acquisition and maintenance contract with Ricoh USA Inc., to pay for the additional time necessary to migrate the current Fortis document management system to DocuWare for the City of Dallas Bureau of Vital Statistics, in an amount not to exceed \$8,450.00, increasing the contract amount from \$48,802.67 to \$57,252.67.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute Supplemental Agreement No. 1 to the acquisition and maintenance agreement with Ricoh USA Inc. in an amount not to exceed \$8,450.00, increasing the contract amount from \$48,802.67 to \$57,252.67.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$8,450.00, increasing the contract amount from \$48,802.67 to \$57,252.67, Fund 0001 Department MGT, Unit 4012, Object 3099, Vendor No. VC0000011279.

SECTION 3. That this contract is designated as Contract No. MGT-201800004647.

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 Information Sheet

File #: 18-1348

Item #: 22.

STRATEGIC PRIORITY: Government Performance and Financial Management

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Procurement Services

EXECUTIVE: Elizabeth Reich

SUBJECT

Authorize a three-year service price agreement for wet well, pump stations, and stormwater drain pipe inspections and cleaning services for the Dallas Water Utilities Department - Pipeline Video Inspection LLC dba AIMS Companies, most advantageous proposer of two - Not to exceed \$4,733,000.00 - Financing: Stormwater Drainage Management Fund

BACKGROUND

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

This service price agreement will provide wet well, pump stations, and stormwater drain pipe inspections and cleaning services for the Dallas Water Utilities Department (DWU). The intent of this agreement is to augment City staff services in the inspection, assessment, and maintenance of the City's storm drain system. Contracted services include video inspections, condition assessments, removal of debris and cleaning of wet wells, pump stations/lift, manholes, boxes, storm drain pipes, and gravity pressure pipes. Periodically these items collect sand, gravel, and other debris which is carried from the streets along with rain water. In addition to debris, a buildup of concrete, calcification, other chemical sediments, or ingrown roots can affect the storm system. Services under this agreement extends the life of the storm drainage system. The City has approximately 1,800 miles of storm drain pipe, approximately 50 wet wells at levee stations, and approximately 3 wet wells at street stations.

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

- Dallas Water Utilities Department (3)
- Department of Convention and Event Services (1)
- Office of Business Diversity (1)*
- Office of Procurement Services (1)*

*The Office of Procurement Services only evaluated cost and the Office of Business Diversity only evaluated the Business Inclusion and Development Plan.

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

- Cost 30 points
- Experience 45 points
- Approach 10 points
- Business Inclusion and Development Plan 15 points

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 1,024 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 \$10.94, by Resolution No. 15-2141; the selected vendors meet this requirement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Government Performance & Financial Management Committee will receive this item for consideration on January 7, 2019.

FISCAL INFORMATION

Stormwater Drainage Management Fund - \$4,733,000.00

FY 2018-19 - \$1,577,666.66

FY 2019-20 - \$1,577,666.66

FY 2020-21 - \$1,577,666.68

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$4,733,000.00	Other Services	23.80%	55.39%	\$2,621,375.00
• This contract exceeds the M/WBE goal.				

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Request for Competitive Sealed Proposal	<ul style="list-style-type: none"> • Utilized for high technology procurements, insurance procurements, and other goods and services • Recommended offeror whose proposal is most advantageous to the City, considering the relative importance of price, and other evaluation factors stated in the specifications • Always involves a team evaluation • Allows for negotiation on contract terms, including price
---	---

The Office of Procurement Services received the following proposals from solicitation number BMZ1811. We opened them on June 1, 2018. We recommend the City Council award this service price agreement in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*Pipeline Video Inspection LLC dba AIMS Companies	3808 Knapp Rd. Pearland, TX 77581	83.25	\$4,733,000.00
Ace Pipe Cleaning Inc.	6601 Universal Ave. Kansas City, MO 64088	77.75	\$6,027,900.00

OWNER**Pipeline Video Inspection LLC dba AIMS Companies**

Chris Mihaletoks, President
 Kent Ford, Vice President
 Chris Barton, Chief Executive Officer

January 9, 2019

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

SECTION 1. That the City Manager is hereby authorized to execute a service price agreement with Pipeline Video Inspection LLC dba AIMS Companies (VS0000080946), approved as to form by the City Attorney, for wet well, pump stations, and stormwater drain pipe inspections and cleaning services for the Dallas Water Utilities Department, for a term of three years, in an amount not to exceed \$4,733,000.00. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Pipeline Video Inspection LLC dba AIMS Companies shall be based only on the amount of the services directed to be performed by the City and properly performed by Pipeline Video Inspection LLC dba AIMS Companies under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$4,733,000.00 to Pipeline Video Inspection LLC dba AIMS Companies from Service Contract No. DWU-2019-00008560.

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 Information Sheet

File #: 18-1267

Item #: 23.

STRATEGIC PRIORITY: Government Performance and Financial Management

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Procurement Services

EXECUTIVE: Elizabeth Reich

SUBJECT

Authorize a three-year service contract for upgrades, training, maintenance, and support of the recreation management system for the Park and Recreation Department - Vermont Systems, Inc., sole source - Not to exceed \$159,882.99 - Financing: Recreation Program Fund (subject to appropriations)

BACKGROUND

This service contract will allow for upgrades, training, maintenance, and support of the recreation management system to address the changing needs of the Park and Recreation Department (PKR).

The recreation management system tracks program registrations, athletic fields, and building reservations at 43 recreation centers. The system manages user accounts and memberships which are used to track program attendance and usage. The system also has a point of sale module for handling ticket, food, and merchandise sales at all aquatic facilities including Bahama Beach and Southern Skates. Following are examples of transactions processed by PKR in FY 2017-2018 utilizing the current system:

- 157,863 total visit records for all aquatic facilities
- 19,123 total visit records for Southern Skates
- 28,764 reservations

The maintenance and support will provide 24/7 phone support and future releases of the software.

On November 10, 2015, City Council authorized the wage floor rate of \$11.15, by Resolution No. 15-2141; the selected vendor meets this requirement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 6, 2018, the Park and Recreation Board authorized the three-year service contract with Vermont Systems, Inc.

The Government Performance & Financial Management Committee will receive this item for consideration on January 7, 2019.

FISCAL INFORMATION

Recreation Program Fund - \$159,882.99 (subject to appropriations)

FY 2018-19 \$77,805.00

FY 2019-20 \$40,709.60 (subject to appropriations)

FY 2020-21 \$41,368.39 (subject to appropriations)

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$159,882.99	Other Services	N/A	N/A	N/A
• M/WBE Goal Waived				
Vermont Systems, Inc will provide upgrades, training, maintenance, and support of the recreation management system and is the sole source provider. No sub-contracting opportunities are available.				

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Sole Source	<ul style="list-style-type: none"> • Utilized for procurements where functional requirements can only be satisfied by one vendor, such as those where patents, copyrights or monopolies exists • Exempted from competitive bidding process • Reviewed by Procurement Services to ensure the procurement meets at least one general exception as stated in the Texas Local Government Code
-------------	--

Bidder

Address

Amount

Vermont Systems,
Inc.

12 Market Place
Essex Junction, VT 05452

\$159,882.99

Note: The Office of Procurement Services conducted a sole source review and found no exceptions.

OWNER

Vermont Systems, Inc.

Giles Wiley, President

John Wiley, Vice President

January 9, 2019

WHEREAS, on August 2, 2013, Administrative Action No. 13-6064 authorized an amendment to provide for fifteen additional user licenses and related annual maintenance fees with Vermont System, Inc., in an amount not to exceed \$6,120.00, from \$220,400.00 to \$226,520.00; and

WHEREAS, on October 25, 2013, Administrative Action No.13-6716 authorized an amendment to provide for a week of Administrative Training and the addition of an Activity Registration Brochure Interface Module with Vermont Systems, Inc., in an amount not to exceed \$7,710.00, from \$226,520.00 to \$234,230.00; and

WHEREAS, on February 2, 2014, Administrative Action No. 14-5485 authorized an amendment to provide for the creation of three custom reports for the RecTrac system with Vermont Systems, Inc., in an amount not to exceed \$3,000.00, from \$234,230.00 to \$237,230.00; and

WHEREAS, on March 28, 2014, Administrative Action No. 14-5665 authorized an amendment to provide web design group professional services to update existing style sheets with Vermont Systems, Inc., in an amount not to exceed \$3,000.00, from \$237,230.00 to \$240,230.00; and

WHEREAS, on January 27, 2015, Administrative Action No. 15-5318 authorized an amendment to provide training, on-site support, additional one-on-one support for system upgrades and the installation and configuration of a Mucso Light Control Interface with Vermont Systems, Inc., in an amount not to exceed \$9,905.00, from \$240,230.00 to \$250,135.00; and

WHEREAS, on October 2, 2015, Administrative Action No. 15-6847 authorized an amendment to provide a custom report for automating monthly contract fee instructor documentation with Vermont Systems, Inc., in an amount not to exceed \$1,000.00, from \$250,135.00 to \$251,135.00; and

WHEREAS, on January 5, 2017, Administrative Action No. 17-5126 authorized an amendment to provide software support and implementation of the RecTrac 3.1 upgrade with Vermont Systems, Inc., in an amount not to exceed \$14,810.00, from \$251,135.00 to \$265,945.00; and

WHEREAS, on March 21, 2017, Administrative Action No. 17-5785 authorized a twelve-month extension to the original term of the service contract for maintenance and support services with Vermont Systems, Inc. from October 1, 2016 through September 30, 2017.

January 9, 2019

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a service contract with Vermont Systems, Inc. (VS0000055159), approved as to form by the City Attorney, for upgrades, training, maintenance, and support of the recreation management system for the Park and Recreation Department for a term of three years, in an amount not to exceed \$159,882.99. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Vermont Systems, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Vermont Systems, Inc. under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$159,882.99 (subject to appropriations) to Vermont Systems, Inc. from Master Agreement Service Contract No. PKR-2018-00007765.

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 Information Sheet

File #: 18-1385

Item #: 24.

STRATEGIC PRIORITY: Government Performance and Financial Management

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Procurement Services

EXECUTIVE: Elizabeth Reich

SUBJECT

Authorize a three-year service contract, with two one-year renewal options, for the implementation and operation of the ambulance supplemental payment program and preparation and reporting of the cost allocation report to the Texas Health and Human Services Commission for the Fire-Rescue Department - Public Consulting Group, Inc. through an interlocal agreement with the City of Plano - Estimated Revenue: \$35,104,471.00 (see Fiscal Information)

BACKGROUND

This service contract will provide for the implementation and operation of the ambulance supplemental payment program (ASPP), and preparation and reporting of the cost allocation report to the Texas Health and Human Services Commission (HHSC) for uncompensated emergency ambulance service for the City. The City's cost to provide Medicaid-covered patient care to each Medicaid patient and the uninsured is greater than revenue received during the monthly billing and collection services. The ASPP is a federally approved program that helps reduce the gap between the cost of providing emergency ambulance services to Medicaid patients and what Medicaid pays for those services. Additionally, the ASPP help cover a portion of the City's cost for the uninsured patient. This contract will allow the vendor to assist the Fire-Rescue Department in analyzing the emergency medical services costs, the billing and collection claims, to ensure compliance with the federal Medicaid regulations, and prepare a cost allocation report under the set standard by HHSC for the City.

In the last five and a half fiscal years this program has captured \$78.4 million dollars in gross revenue that the City would have had to continue covering from its general fund, which represents a portion of the current gap. Under this contract the City will pay Public Consulting Group, Inc. a commission of 6 percent of collected gross revenues paid by HHSC. Public Consulting Group, Inc. a national firm, will also assist the City of Dallas in implementing changes that are required by the Center for Medicare and Medicaid Services with the extended State of Texas 1115 Waiver Program.

The interlocal agreement with the City of Plano is 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 which 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)

On October 10, 2012, City Council authorized a three-year service contract with Public Consulting Group, Inc. for the implementation and operation of the Medicaid supplement payment program for a commission of 12% of collected gross revenues by Resolution No. 12-2514.

On October 28, 2015, City Council authorized Supplemental Agreement No. 2 to extend the term of the service contract with Public Consulting Group, Inc. for the continual operation of the Ambulance Supplemental Payment Program until the City received the revenue from Health and Human Services Commission, for a period of two-years extending the term of the contract from October 9, 2015 to October 9, 2017, by Resolution No. 15-1941.

The Public Safety and Criminal Justice Committee will be briefed by memorandum regarding this matter on January 4, 2019.

FISCAL INFORMATION

Estimated Revenue - \$35,104,471.00

FY 2018-19 - \$17,552,235.00

FY 2019-20 - \$8,776,118.00

FY 2020-21 - \$8,776,118.00

Estimated General Fund Expense - \$2,106,268.00

FY 2018-19 - \$1,053,134.00

FY 2019-20 - \$526,567.00

FY 2020-21 - \$526,567.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$17,552,235.00	Revenue	N/A	N/A	N/A
• The Business Inclusion and Development Plan does not apply to Revenue contracts.				

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Interlocal Agreement/Intergovernmental Agreement	<ul style="list-style-type: none">• Interlocal Agreements/Intergovernmental Agreements allow the City to take advantage of competitively bid contracts by a State agency or local government and enable the City to purchase goods or services at lower prices• Interlocal Agreements/Intergovernmental Agreements are an alternative method of meeting the requirements for competitive bidding or competitive sealed proposals, not an exception from that requirement
--	---

OWNER**Public Consulting Group, Inc.**

William S. Mosakowski, President
Tony McLean Brown, Vice President
Stephen P. Skinner, Secretary
Daniel T. Heaney, Treasurer

January 9, 2019

WHEREAS, on October 10, 2012, City Council authorized a three-year service contract with Public Consulting Group, Inc. for the implementation and operation of the Medicaid supplement payment program for a commission of 12% of collected gross revenues, by Resolution No. 12-2514; and

WHEREAS, on October 23, 2013, Administrative Action No. 13-6638 authorized Supplemental Agreement No. 1 to the service contract with Public Consulting Group, Inc. to include “uninsured claims” under the Scope of Services under the Ambulance Supplemental Payment Program; and adjust the percentage rate of the commission from 12% to 6% for services beginning on or after October 1, 2012; and

WHEREAS, on October 28, 2015, City Council authorized Supplemental Agreement No. 2 to extend the term of the service contract with Public Consulting Group, Inc. for the continual operation of the Ambulance Supplemental Payment Program until the City is receive the revenue from Health and Human Services Commission, for a period of two-years extending the term of the contract from October 9, 2015 to October 9, 2017 by Resolution No. 15-1941; and

WHEREAS, Public Consulting Group, Inc. has played a pivotal role from inception in the development and implementation of the Ambulance Supplemental Payment Program for the City of Dallas, and for the last five and a half years have been successful in preparation, reporting and oversight of the desk review to Health and Human Services Commission resulting in the City receiving revenue payment of over \$78.4 million for the unpaid services that the City would have had to absorb in the general fund; and

WHEREAS, the State of Texas’ 1115 Waiver Program covering among others, governmental Ambulance Providers, has been renewed by the Center for Medicare and Medicaid Services (CMS) with changes include charity care policy for another five years covering fiscal year 2018 through fiscal year 2022; and

WHEREAS, it in the most favorable interest of the City to retain the current services with Public Consulting Group, Inc. for consistency and six years of experience in implementing the new changes and representing the City of Dallas to the Health and Human Services Commission for the duration of the newly extended program period.

Now, Therefore,

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

January 9, 2019

SECTION 1. That the City Manager is hereby authorized to execute a service contract with Public Consulting Group, Inc. (VS0000069890) through an interlocal agreement with the City of Plano, approved as to form by the City Attorney, for the implementation and operation of the ambulance supplemental payment program and preparation and reporting of the cost allocation report to the Texas Health and Human Services Commission (HHSC) for the Fire-Rescue Department, for a term of three years, with two one-year renewal options, for a commission of 6 percent of the annual gross revenue amount paid to the City by HHSC.

SECTION 2. That the Chief Financial Officer is hereby authorized to deposit revenue generated from the Ambulance Supplement Payment Program from the Health and Human Services Commission into Fund 0001, Department DFD, Unit ER90, Revenue Code 741A.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds, not to exceed 6 percent of collected gross revenues for the Ambulance Supplemental Payment Program upon the payment to the City by the Health and Human Services Commission to Public Consulting Group, Inc. from Fund 0001, Department DFD, Unit ER90, Object 3072 (subject to appropriations).

SECTION 4. That this contract is designated as Contract No. DFD-2019-00008672.

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 Information Sheet

File #: 18-1250

Item #: 25.

STRATEGIC PRIORITY: Government Performance and Financial Management

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Procurement Services

EXECUTIVE: Elizabeth Reich

SUBJECT

Authorize **(1)** an acquisition contract for the purchase of point of sale computer hardware equipment for the Park and Recreation Department in the amount of \$124,509.26; and **(2)** a five-year service contract for maintenance and support of point of sale computer hardware equipment in the amount of \$25,335.00 - NewBold Corporation, most advantageous proposer of two - Total not to exceed \$149,844.26 - Financing: Recreation Program Fund (subject to annual appropriations)

BACKGROUND

These contracts will allow for the purchase of point of sale computer hardware equipment, maintenance, and support for the Park and Recreation Department (PKR). The computer hardware equipment will include items such as thermal receipt printers, cash drawers, identification card hardware, and touch screen computers.

The equipment will be used to replace existing point of sale equipment at Bahama Beach and for the six new PKR aquatic facilities.

This procurement will allow for the continued support of the recreation management system (RecTrac) which tracks program registrations, athletic fields, and building reservations at various locations within the City including 43 recreation centers, Bahama Beach, and Southern Skates. The system manages user accounts and memberships which are used to track program attendance and usage. The system utilizes a point of sale module for handling ticket, food, and merchandise sales at all aquatic facilities. The following are examples of transactions processed by PKR in FY 2017-2018 utilizing the current system:

- 157,863 total visit records for all aquatic facilities
- 19,123 total visit records for Southern Skates
- 28,764 reservations

The maintenance and support of this hardware equipment will be between the operating hours of 7:00 a.m. - 10:00 p.m., Monday - Sunday.

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

- Office of Housing and Neighborhood Revitalization (1)
- Department of Communication and Information Services (2)
- Park and Recreation Department (2)
- Office of Procurement Services (1)*

*The Office of Procurement Services only evaluated cost.

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

- Cost 35 points
- Capability, expertise and training 25 points
- Functional match 20 points
- Technical match 20 points

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 1,027 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 \$11.15, by Resolution No. 15-2141; the selected vendor meets this requirement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 6, 2018, the Park and Recreation Board authorized an acquisition contract and a five-year service contract with NewBold Corporation.

The Government Performance & Financial Management Committee will receive this item for consideration on January 7, 2019.

FISCAL INFORMATION

Recreation Program Fund - \$149,844.26 (subject to annual appropriations)

FY 2018/19 \$129,576.26

FY 2019/20 \$5,067.00 (subject to annual appropriations)

FY 2020/21 \$5,067.00 (subject to annual appropriations)

FY 2021/22 \$5,067.00 (subject to annual appropriations)

FY 2022/23 \$5,067.00 (subject to annual appropriations)

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$149,844.26	Other Services	23.80%	0.00%	\$0.00
• This contract does not meet the M/WBE goal, but complies with good faith efforts.				

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Request for Competitive Sealed Proposal	<ul style="list-style-type: none"> • Utilized for high technology procurements, insurance procurements, and other goods and services • Recommended offeror whose proposal is most advantageous to the City, considering the relative importance of price, and other evaluation factors stated in the specifications • Always involves a team evaluation • Allows for negotiation on contract terms, including price
---	---

The Office of Procurement Services received the following proposals from solicitation number BUZ1820. We opened them on July 12, 2018. We recommend the City Council award this service contract in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*NewBold Corporation	450 Weaver St. Rocky Mount, VA 24151	76.00	\$149,844.26
Tactura Network Solutions LLC	5057 Keller Springs Rd. Suite 300 Addison, TX 75001	62.16	\$350,616.38

OWNER**NewBold Corporation**

Keith Howerin, President

Tom Deisenroth, Vice President

January 9, 2019

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

SECTION 1. That the City Manager is hereby authorized to execute **(1)** an acquisition contract for the purchase of point of sale computer hardware equipment for the Park and Recreation Department in the amount of \$124,509.26; and **(2)** a five-year service contract for maintenance and support of the point of sale computer hardware equipment in the amount of \$25,335.00 with NewBold Corporation (520328), approved as to form by the City Attorney, in a total amount not to exceed \$149,844.26. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to NewBold Corporation shall be based only on the amount of the services directed to be performed by the City and properly performed by NewBold Corporation under the contract.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$149,844.26 (subject to annual appropriations) to NewBold Corporation from Master Agreement Service Contract No. PKR-2019-00008270.

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 Information Sheet

File #: 18-1357

Item #: 26.

STRATEGIC PRIORITY: Public Safety
AGENDA DATE: January 23, 2019
COUNCIL DISTRICT(S): All
DEPARTMENT: Office of Procurement Services
EXECUTIVE: Elizabeth Reich

SUBJECT

Authorize a three-year master agreement for the purchase of emergency and non-emergency medical supplies for citywide use - Nashville Medical and EMS Products, Inc. in an estimated amount of \$2,594,833.29, Life-Assist, Inc. in an estimated amount of \$1,864,692.24, Concordance Healthcare Solutions, LLC in an estimated amount of \$992,378.00, Medline Industries, Inc. in an estimated amount of \$541,473.19, and Bound Tree Medical, LLC in an estimated amount of \$463,298.99, lowest responsible bidders of thirteen - Total estimated amount of \$6,456,675.71 - Financing: General Fund

BACKGROUND

This action does not encumber funds; the purpose of a master agreement is to establish firm pricing for goods, for a specific term, which are ordered on an as needed basis according to annual budgetary appropriations. The estimated amount is intended as guidance rather than a cap on spending under the agreement, so that actual need combined with the amount budgeted will determine the amount spent under this agreement.

This master agreement will provide emergency and non-emergency medical supplies citywide. The Dallas Fire-Rescue Department (DFR) stores emergency and non-emergency medical supplies at the emergency medical supplies warehouse, located at 5000 Dolphin Rd. The supplies are distributed to 57 stations throughout the City for use on 42 front line rescues (ambulances), 57 engines, and 22 front line ladder trucks. Each vehicle stores a determined amount of each item used to provide medical care during the emergency response call. In FY 2018, DFR responded to over 205,000 emergency medical calls. This master agreement will also provide emergency and non-emergency medical supplies on an as needed basis for all City departments for purposes such as replenishing first aid kits.

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 13,593 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 August 27, 2014, City Council authorized a three-year master agreement for emergency and non-emergency medical supplies for Fire-Rescue, Code Compliance, Police, Women, Infant and Children's clinics and other various departments with Bound Tree Medical, LLC, MMS A Medical Supply Company, Masimo Corporation, and Cintas First Aid and Safety by Resolution No. 14-1353.

The Public Safety and Criminal Justice Committee will be briefed by memorandum regarding this matter on January 4, 2019.

FISCAL INFORMATION

General Fund - \$6,456,675.71 (Estimated amount)

FY 2018-19 - \$2,152,225.23

FY 2019-20 - \$2,152,225.23

FY 2020-21 - \$2,152,225.25

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$6,456,675.71	Goods	18.00%	1.63%	\$105,000.00
• This contract does not meet the M/WBE goal, but complies with good faith efforts.				

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Low Bid	<ul style="list-style-type: none"> • Recommended vendor is based on the lowest competitive quoted price, who is also technically and financially capable of performing and completing the contract, and otherwise meets all material specification requirements • Negotiations are not allowed
---------	--

The Office of Procurement Services received the following bids from solicitation number BL1830. We opened them on November 16, 2018. We recommend the City Council award this master agreement to the lowest responsive and responsible bidders by group. Information related to this solicitation is

available upon request.

*Denotes successful bidders

<u>Bidders</u>	<u>Address</u>	<u>Amount</u>
*Nashville Medical and EMS Products Inc.	701 Central Ave. West Springfield, TN 37172	Multiple Groups
*Life-Assist, Inc.	11277 Sunrise Park Dr. Rancho Cordova, CA 95742	Multiple Groups
*Concordance Healthcare Solutions, LLC	85 Shaffer Park Dr. Tiffin, OH 44883	Multiple Groups
*Medline Industries, Inc.	Three Lakes Dr. Northfield, IL 60093	Multiple Groups
*Bound Tree Medical, LLC	5000 Tuttle Crossing Blvd. Dublin, OH 43016	Multiple Groups***
Henry Schein, Inc.	140 Crouch Commercial Court Irmo, SC 29063	Multiple Groups
Taylor Distribution Group, LLC	North Dallas Pkwy. Suite #400 Dallas, TX 75248	Multiple Groups
Teleflex Medical Incorporated	East Swedesford Rd. Suite #400 Wayne, PA 19087	Non-responsive**
Arrow International, Inc.	East Swedesford Rd. Suite #400 Wayne, PA 19087	Non-responsive**
Butler Animal Health Supply, LLC	400 Metro Place North Dublin, OH 43017-3340	Non-responsive**
Ever Ready First Aid & Medical Supply	300 Liberty Ave. Brooklyn, NY 11207	Non-responsive**
Quadmed	11210-1 Phillips Industrial Blvd. Jacksonville, FL 32256	Non-responsive**
Medco Supply Company	25 NorthPointe Pkwy. Suite #25 Amherst, NY 14228	Non-responsive**

**Teleflex Medical Incorporated, Arrow International, Inc., Butler Animal Health Supply, LLC, Ever Ready First Aid & Medical Supply, Quadmed, and Medco Supply Company were deemed non-responsive due to not meeting specifications.

***The City has received a protest regarding this procurement which has been addressed. Please find attached the vendor protest letter and the City's response.

OWNERS

Nashville Medical and EMS Products, Inc.

Nari Sadarangani, President

Life-Assist, Inc.

Ramona Davis, President
Cherie Prior, Vice President
Judy Davis, Secretary
Linda Bergaus, Treasurer

Concordance Healthcare Solutions, LLC

Thomas J. Harris, President
Roger Benz, Vice President
Jaysen Stevenson, Secretary
Todd Howell, Treasurer

Medline Industries, Inc.

Andrew Mills, President
James D. Abrams, Vice President
Alex Liberman, Secretary
Mark Drazin, Treasurer

Bound Tree Medical, LLC

Jeffery M. Prestel, President
Brian LaDuke, Vice President
Mark J. Dougherty, Secretary

January 23, 2019

WHEREAS, on August 27, 2014, City Council authorized a three-year master agreement for emergency and non-emergency medical supplies for Fire-Rescue, Code Compliance, Police, Women, Infant and Children's clinics and other various departments with Bound Tree Medical, LLC in the amount of \$1,473,126.00, MMS A Medical Supply Company in the amount of \$952,627.00, Masimo Corporation in the amount of \$285,120.00, and Cintas First Aid and Safety in the amount of \$5,929.00, by Resolution No. 14-1353.

Now, Therefore,

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

SECTION 1. That a master agreement for the purchase of emergency and non-emergency medical supplies for citywide use is authorized with Nashville Medical and EMS Products, Inc. (VS91935) in an estimated amount of \$2,594,833.29, Life-Assist, Inc. (VS0000082009) in an estimated amount of \$1,864,692.24, Concordance Healthcare Solutions, LLC (VS99492) in an estimated amount of \$992,378.00, Medline Industries, Inc. (VS96892) in an estimated amount of \$541,473.19, and Bound Tree Medical, LLC (507833) in an estimated amount of \$463,298.99, approved as to form by the City Attorney, for a term of three years, in a total estimated amount of \$6,456,675.71. The amount payable pursuant to this master agreement may exceed the estimated amount, but may not exceed the amount of budgetary appropriations for this master agreement during its term.

SECTION 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for emergency and non-emergency medical supplies for citywide use. If a written contract is required or requested for any or all purchases of emergency and non-emergency medical supplies for citywide use under the master agreement instead of individual purchase orders, the City Manager is 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 estimated amount of at least \$6,456,675.71, but not more than the amount of budgetary appropriations for this master agreement during its term to Nashville Medical and EMS Products Inc., Life-Assist, Inc., Concordance Healthcare Solutions, LLC, Medline Industries, Inc., and Bound Tree Medical, LLC from Master Agreement Contract No. POM-2019-00008736.

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.



Office of Procurement Services

www.bids.dallascityhall.org
1500 Marilla Street, Room 3FS
Dallas, Texas 75201-6390

December 19, 2018

Mr. Brian LaDuke
President, Emergency Preparedness
Bound Tree
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

RE: Protest of RFB BL1830 – Emergency & Non-Emergency Medical Supplies

Mr. LaDuke:

The Office of Procurement Services (OPS) of the City of Dallas is in receipt of your letter dated December 18, 2018, where you formally protest the award of BL1830 for emergency and non-emergency medical supplies. Your protest letter alleges, in summary, that there were various errors in the City's bid results and tabulation, including: substitutions, unit of measure issues and references.

Your allegations are based on information you received from the Preliminary Bid Tabulation. As standard practice, the assigned buyer reviewed the bid tabulation to identify and address any issues prior to recommending an award. As so, all substitutions were reviewed and accepted by the client department, prices were verified, references were contacted, and bids were deemed either responsive or non-responsive. In regard to Group 20 "Gloves," the City has made the decision to not make an award and as a registered vendor with the City, Bound Tree will be contacted on any future solicitations.

The concerns submitted in your protest have been reviewed by my office, and no issues were found to reconsider the award. Your protest letter and the City's response will be made available to the City Council during award consideration on January 9, 2019. This response does not prevent you from addressing your concern to the City Council at the time the item is considered for award or from submitting bids on any future solicitations.

Respectfully,

Michael Frosch, Director, Office of Procurement Services

C: Barbara McAninch, City Attorney's Office
Juanita Ortiz, Assistant Director, Office of Procurement Services
Wanda Moreland, Assistant Director, Dallas Fire-Rescue



December 18, 2018

City of Dallas City Hall
1500 Marilla St. #3FN
Dallas, TX 75201

Dear Bethany Lindberg:

Regarding The City of Dallas's Request for Proposal BL1830, we want to thank you for the opportunity and for considering Bound Tree Medical. We sincerely appreciate the relationship.

I am writing to respectfully protest the City of Dallas's Bid Results and tabulation. Below is a brief outline explaining why Bound Tree Medical feels the results should be reconsidered.

- Offers from Henry Schein Animal, Henry Schein EMS & QuadMed should be disqualified as they did not follow the proper percentage off catalog bidding structure.
- We believe that the Nashville Medical offer should be disqualified.
 - Nashville Medical has a history of service issues within the City and across the Nation. They are also known under the dba names "Kentron", "EMS Products, Inc", and "Nashville Medical".
 - Nashville Medical's offer has over 50 items bid with brand name "Kentron". Based on feedback from the market we do not believe these items will be of equal quality to the products expected by the City of Dallas & Fire Department.
 - Nashville Medical has bid many items that cannot be found to verify catalog price and has no printed catalog. In at least one case, the pen lights in Group 7b, were bid with a catalog price of \$4.90, but their website shows catalog pricing at \$6.50. As a result, inaccurate catalog pricing would skew the group results and the subsequent award.
- In group 1a 'Supplies, Airway Delivery', the apparent low Bidder Nashville EMS shows line 1 as a King System kit however in parenthesis indicated that the item bid is an alternative product manufactured by "Kentron". The "Kentron" kits are not manufactured by the manufacturer, Ambu, or in an approved kitting facility.
- In Group 2b 'Equipment Diagnostic', the Temporal Scanner on line 11 bid by Nashville Medical is not clinically equal to the product requested. In fact, the item Nashville Medical bid has previously been rejected by the Fire Department.
- In Group 3b 'Equipment Bags/Cases', the Apparent low Bidder Medline appears to have unit of Measure issues in comparison to all other bids submitted. Thus showing them as the low bidder errantly.
- In Group 6a 'Supplies Infection Control', the apparent low bidder Medline's bid seems to have unit of measure issues.
- In Group 6b 'Equipment Infection Control', the product offered by apparent low bidder Life Assist for line 34 Escape hood does not appear to be clinically equal to the Avon requested hood.
- In Group 7a 'Supplies Instruments/Personal Items', the apparent low Bidder Nashville EMS appears to have unit of Measure issues in comparison to all other bids submitted.
- In Group 10a 'Supplies MCI/Triage', the apparent low bid submitted by Life Assist seems to have a unit of measure issue. Additionally, we do not believe the products would meet minimum clinical specifications.
- In Group 10b 'Equipment MCI/Triage', the apparent low bidder Life Assist seems to have bid the incorrect item on line 56.
- In Group 12a 'Supplies Patient Handling', the apparent low Bidder Nashville Medical appears to have unit of measure issues in comparison to all other bids submitted. Also, line 62 seems to be a product that is not clinically equivalent. The only manufacturer who currently has a 34x90-cot sheet is Taylor.
- In Group 13a 'Over the Counter Products Pharmaceuticals', the apparent low Bidder Nashville EMS appears to have unit of Measure issues in comparison to all other bids submitted.

- In Group 14a 'Supplies Splinting', the apparent low Bidder Nashville EMS appears to have unit of Measure issues in comparison to all other bids submitted.
- In Group 14b 'Equipment Splinting' the apparent low Bidder MMS incorrectly bid lines 86 & 87 with the same items. This causes their total category total to calculate lower than it should.
- In Group 15 'Supplies Suction Supplies', there is a unit of measure issue on the Suction Unit, line 88. Most companies bid in the each (individual unit) as opposed to the case price, which resulted in an overall lower category price than should have.
- In Group 16 'Supplies Tactical Medicine', there is a unit of measure issue on Bolin Chest Seals, line 94. Most companies bid in the each (individual unit) as opposed to the case price, which resulted in an overall lower category price than should have.
- In Group 17 'Supplies Trauma/Wound Care', the apparent low Bidder Nashville EMS appears to have multiple unit of measure issues in comparison to all other bids submitted.
- In Group 19 'No Substitution Items', this group should be removed as it is a sole source product line.
- For Group 20 'Gloves' we believe the original bid award should stand to Bound Tree Medical as the product bid was exactly as specified under the terms and conditions of the solicitation.
 - We do not believe the below specification should have been removed as no other glove on the market will match the specifications identified in document #2b Attachment A. This includes box size specifications to properly fit City vehicles, as requested.
 - Addendum #4 Q22. According to the bid specifications, the qualifications of bidders for Group 6 states that a bidder must provide proof of ability to sell Microflex #SEC375. What would be considered adequate proof? What form or type of proof is the City of Dallas seeking?
 - A22. This requirement has been removed from the specifications and gloves are now in Group 20.
- In Group 21 'ECG Electrode/Monitoring', several bidders, including the apparent low bidder, have unit of measure issues on their offers. This gives each bidder an overall lower category cost than should have.

We feel that the City of Dallas Fire Department expects the products procured under any contract to meet the quality presented in the proposal documents. Our proposal submission was based on the highest quality products that the City and Fire Department has come to expect.

It is not our intention to convolute the situation but as a long term vendor/partner to Dallas we want to ensure that the City is aware of potential issues that may arise as a result of lower quality products being offered by the apparent low bid suppliers and/or their inability to provide the requested products.

Sincerely,



Brian LaDuke
 President, Emergency Preparedness
 614-760-5086
Brian.LaDuke@sarnova.com



Agenda Information Sheet

File #: 19-11

Item #: 27.

STRATEGIC PRIORITY: Quality of Life
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 9
DEPARTMENT: Park & Recreation Department
EXECUTIVE: Willis C. Winters

SUBJECT

Authorize a professional services contract with Halff Associates, Inc. for schematic design, design development, construction documents, procurement and construction observation phases for the White Rock Lake Trail improvements from the Bath House to Winfrey Point located in blocks 500 to 1000 of East Lawther Drive - Not to exceed \$360,595.00 - Financing: Park and Recreation Facilities (B) Fund (2017 Bond Funds)

BACKGROUND

This action will authorize a professional services contract with Halff Associates, Inc. for schematic design, design development, construction documents, procurement and construction observation phases for the White Rock Lake Trail improvements from the Bath House to Winfrey Point located in blocks 500 to 1000 of East Lawther Drive. The 2017 Bond Program included funding for this project, which includes replacement of the existing deteriorated asphalt trail to match the remainder of the loop trail at White Rock Lake Park.

On May 9, 2018, a Request for Qualifications (RFQ) was issued for Engineering and Landscape Architecture Consulting Services for Park Site Development Projects in the 2017 Bond Program. The projects included in this RFQ were considered "Simple Projects" which utilize the RFQ only selection process. On May 18, 2018, Addendum #1 to the RFQ was issued and included this project.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	April 2019
Complete Design	June 2020
Begin Construction	September 2020
Complete Construction	April 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 13, 2018, the Park and Recreation Board authorized a professional services contract with Halff Associates, Inc.

FISCAL INFORMATION

Park and Recreation Facilities (B) Fund (2017 Bond Funds) - \$360,595.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE%	M/WBE \$
\$360,595.00	Architectural & Engineering	25.66%	30.09%	\$108,500.00
• This contract exceeds the M/WBE goal.				

PROCUREMENT INFORMATION

In accordance with the City of Dallas Administrative Directive 4-5 procurement guidelines, Halff Associates, Inc. was selected as the most qualified consultant for this project.

OWNER

Halff Associates, Inc.

Pat Kunz, President

MAP

Attached



White Rock Lake Trail

500 E Lawther Dr to 1000 E Lawther Dr

January 9, 2019

WHEREAS, on May 9, 2018, a Request for Qualifications was issued for Engineering and Landscape Architecture Consulting Services for Park Site Development Projects in the 2017 Bond Program; and

WHEREAS, in accordance with Administrative Directive 4-5, Halff Associates, Inc. was selected as the most qualified consultant for the White Rock Lake Trail improvements; and

WHEREAS, it is now desirable to authorize a professional services contract with Halff Associates, Inc. for schematic design, design development, construction documents, procurement and construction observation phases for the White Rock Lake Trail improvements located in blocks 500 to 1000 of East Lawther Drive, in an amount not to exceed \$360,595.00.

Now, Therefore,

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

SECTION 1. That the President of the Park and Recreation Board and City Manager are hereby authorized to execute a professional services contract with Halff Associates, Inc., approved as to form by the City Attorney, for schematic design, design development, construction documents, procurement and construction observation phases for the White Rock Lake Trail improvements located in blocks 500 to 1000 of East Lawther Drive, in an amount not to exceed \$360,595.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$360,595.00 to Halff Associates, Inc. from Park and Recreation Facilities (B) Fund, Fund 1V00, Department PKR, Unit VB13, Object 4111, Activity HIBT, Program PK17VB13, Encumbrance/Contract No. CX-PKR-2018-00007405, Commodity 92500, Vendor 506773.

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 Information Sheet

File #: 19-6

Item #: 28.

STRATEGIC PRIORITY: Quality of Life
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 12
DEPARTMENT: Park & Recreation Department
EXECUTIVE: Willis C. Winters

SUBJECT

Authorize a contract for construction of the Timberglen Trail between Barry H. Barker Park and Timberglen Park located at 3678 Timberglen Road - Northstar Construction, Inc., lowest responsible bidder of eleven - Not to exceed \$817,770.00 - Financing: Street and Transportation Improvements Fund (2012 Bond Funds)

BACKGROUND

On November 9, 2018, eleven bids were received for the Timberglen Trail Project. This item authorizes award of the construction contract to Northstar Construction, Inc., the lowest responsible bidder.

The scope of work for the Timberglen Trail Project includes:

- 12 feet wide multi-use concrete trail
- HAWK traffic signal at Frankford Road
- Replace section of trail, sod, etc. disturbed by the construction work

The following chart illustrates Northstar Construction, Inc.'s contractual activities with the City of Dallas for the past three years:

	<u>PBW</u>	<u>DWU</u>	<u>PKR</u>
Projects Completed	0	0	2
Change Orders	0	0	2
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	September 2016
Completed Design	August 2017
Begin Construction	March 2019
Complete Construction	September 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 13, 2018, the Park and Recreation Board authorized a contract for construction of the Timberglen Trail with Northstar Construction, Inc.

FISCAL INFORMATION

Street and Transportation Improvements Fund (2012 Bond Funds) - \$817,770.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE%	M/WBE \$
\$817,770.00	Construction	25.00%	25.11%	\$205,382.50
• This contract exceeds the M/WBE goal.				

PROCUREMENT INFORMATION

The following eleven bids were received and opened on November 9, 2018:

*Denotes the successful bidder

<u>Bidders</u>	<u>Total Bid</u>
*Northstar Construction, Inc. 2112 Solona Street Fort Worth, Texas 76117	\$ 817,770.00
Joel Brown & Company, LLC	\$ 824,757.00
AS Con, Inc.	\$ 857,550.00
Wall Enterprises	\$ 939,975.00
Jeske Construction, Inc.	\$ 992,990.00
RoeschCo Construction, Inc.	\$1,102,150.00
Axis Contracting, Inc.	\$1,131,266.46
Gadberry Construction Co.	\$1,260,038.04
MCVAL Associates, LLC	\$1,274,869.00
VA Construction, Inc.	\$1,378,854.50
Arreguin Group, Inc.	\$1,467,985.00

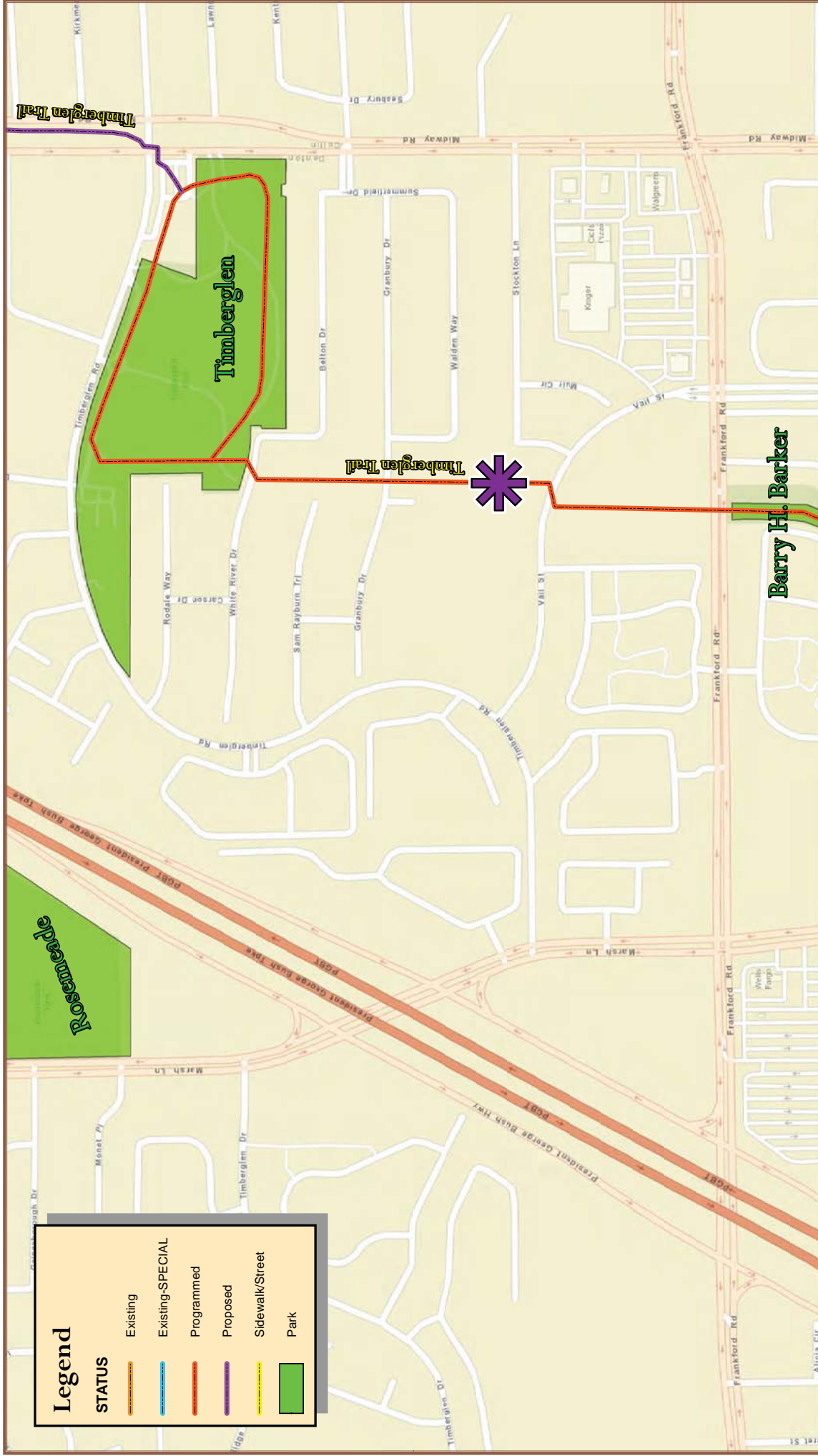
OWNER

Northstar Construction, Inc.

Michael Heimlich, President

MAP

Attached



Legend

STATUS	Existing	Existing-SPECIAL	Programmed	Proposed	Sidewalk/Street	Park



Timberglen Trail Agreement (3678 Timberglen Road)

Mapscot
4 E

District
12

January 9, 2019

WHEREAS, on November 9, 2018, eleven bids were received for the construction of the Timberglen Trail between Barry H. Barker Park and Timberglen Park located at 3678 Timberglen Road. The scope of work for this project includes a 12 feet multi-use concrete trail, a HAWK traffic signal at Frankford Road and replace section of trail, sod, etc. disturbed by the construction work; and

WHEREAS, it has been determined that acceptance of the best and final offer from Northstar Construction, Inc., in the amount of \$817,770.00 is the best value for the City of Dallas.

<u>Bidders</u>	<u>Total Bid</u>
Northstar Construction, Inc.	\$ 817,770.00
Joel Brown & Company, LLC	\$ 824,757.00
AS Con, Inc.	\$ 857,550.00
Wall Enterprises	\$ 939,975.00
Jeske Construction, Inc.	\$ 992,990.00
RoeschCo Construction, Inc.	\$1,102,150.00
Axis Contracting, Inc.	\$1,131,266.46
Gadberry Construction Co.	\$1,260,038.04
MCVAL Associates, LLC	\$1,274,869.00
VA Construction, Inc.	\$1,378,854.50
Arreguin Group, Inc.	\$1,467,985.00

Now, Therefore,

BE IT RESOLVED BY 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 execute a construction contract with Northstar Construction, Inc., approved as to form by the City Attorney, for the construction of the Timberglen Trail between Barry H. Barker Park and Timberglen Park located at 3678 Timberglen Road, in an amount not to exceed \$817,770.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$817,770.00 to Northstar Construction, Inc. from Street and Transportation Improvements Fund, Fund 4U22, Department PBW, Unit S622, Object 4599, Activity HIBT, Program PB12S622, Encumbrance/Contract No. CX-PKR-2019-00008715, Vendor VS0000051851.

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 Information Sheet

File #: 18-1444

Item #: 29.

STRATEGIC PRIORITY: Quality of Life
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 9
DEPARTMENT: Park & Recreation Department
EXECUTIVE: Willis C. Winters

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with GSR Andrade Architects, Inc. to add design development through construction administration phases for improvements to the DeGolyer House and installation of new sidewalks along Garland Road at the Dallas Arboretum located at 8525 Garland Road - Not to exceed \$172,865.00, from \$72,100.00 to \$244,965.00 - Financing: Park and Recreation Facilities Fund (2006 Bond Funds)

BACKGROUND

On October 11, 2017, City Council authorized a professional services contract with GSR Andrade Architects, Inc. for improvements to the DeGolyer House and the Camp House and installation of new sidewalks along Garland Road at the Dallas Arboretum located at 8525 Garland Road, in an amount not to exceed \$72,100.00, by Resolution No. 17-1600. This action will add design development, construction documents, procurement and construction administration phases, in an amount not to exceed \$172,865.00, increasing the contract amount from \$72,100.00 to \$244,965.00.

The scope of work for the project includes roof replacement at the DeGolyer House west wing, along with associated building envelope (walls, doors, and windows) improvements and miscellaneous repairs at the remaining roof areas. The scope of work also includes the addition of new sidewalks along Garland Road starting at the existing sidewalk at the Dallas Arboretum's service entrance and extending to the property's southernmost end to Gaston Parkway at the northern boundary.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	January 2019
Complete Design	March 2019
Begin Construction	June 2019
Complete Construction	August 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 7, 2017, the Park and Recreation Board authorized a professional services contract with GSR Andrade Architects, Inc.

On October 11, 2017, City Council authorized a professional services contract with GSR Andrade Architects, Inc. for improvements to the DeGolyer House and the Camp House and installation of new sidewalks along Garland Road at the Dallas Arboretum located at 8525 Garland Road by Resolution No. 17-1600.

On December 13, 2018, the Park and Recreation Board authorized Supplemental Agreement No. 1 to the professional services contract with GSR Andrade Architects, Inc.

FISCAL INFORMATION

Park and Recreation Facilities Fund (2006 Bond Funds) - \$172,865.00

Original Professional Services Contract	\$ 72,100.00
Supplemental Agreement No. 1 (this action)	<u>\$172,865.00</u>

Total not to exceed	\$244,965.00
---------------------	--------------

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$172,865.00	Architectural & Engineering	25.66%	99.07%	\$171,265.00
• This contract exceeds the M/WBE goal.				
• Supplemental Agreement No. 1 - 93.40% Overall M/WBE participation				

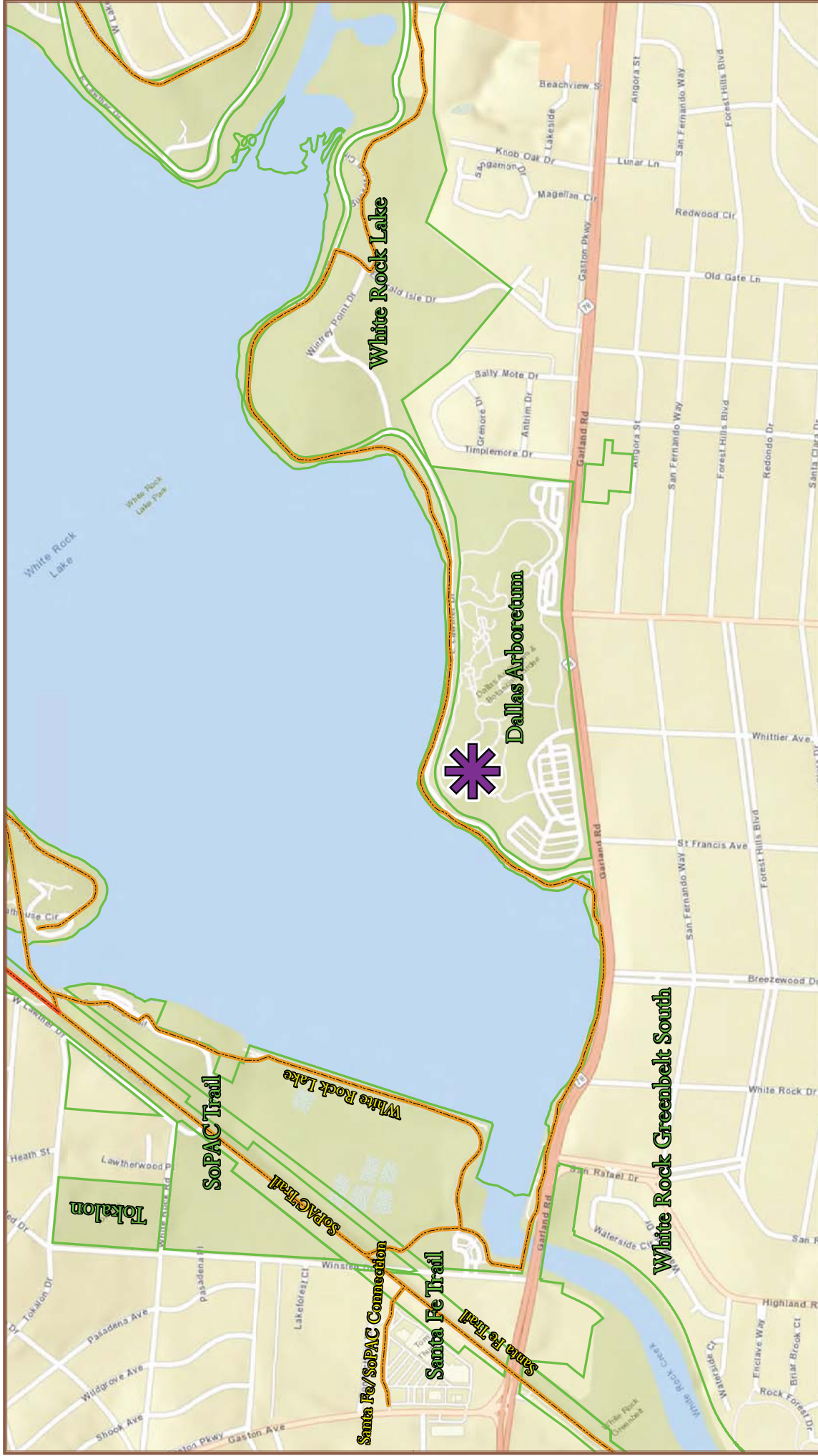
OWNER

GSR Andrade Architects, Inc.

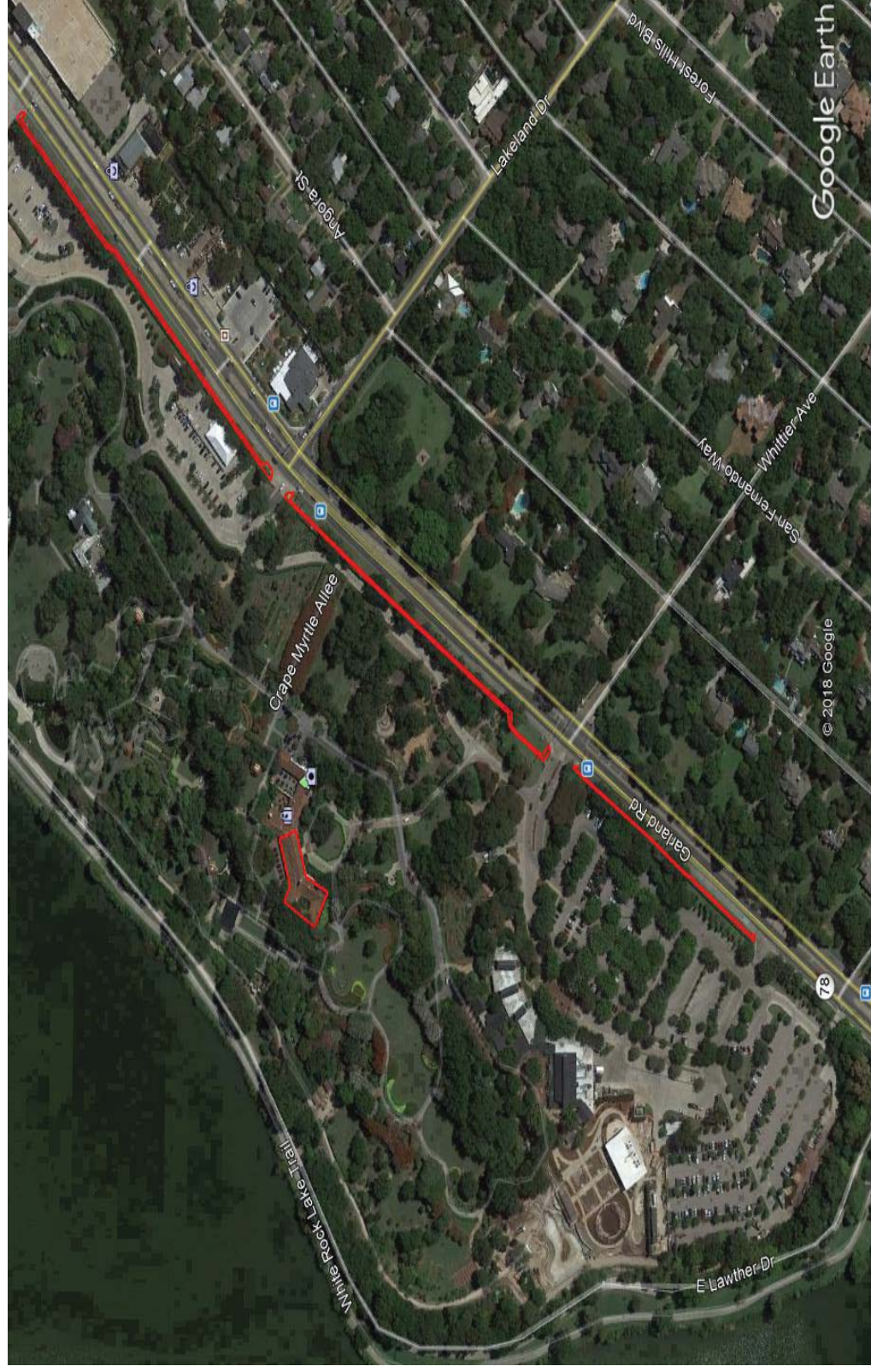
Robert Croysdale, AIA, LEED AP BD+C, Principal

MAPS

Attached



Dallas Arboretum
8525 Garland Rd



DeGolyer House improvements and installation of new sidewalks along Garland Road

Dallas Arboretum 8525 Garland Road

January 9, 2019

WHEREAS, on October 11, 2017, City Council authorized a professional services contract with GSR Andrade Architects, Inc. for improvements to the DeGolyer House and the Camp House and installation of new sidewalks along Garland Road at the Dallas Arboretum located at 8525 Garland Road by Resolution No. 17-1600, in an amount not to exceed \$72,100.00; and

WHEREAS, this action will authorize Supplemental Agreement No. 1 to the professional services contract with GSR Andrade Architects, Inc. to add design development through construction administration phases for improvements to the DeGolyer House and new sidewalks along Garland Road at the Dallas Arboretum located at 8525 Garland Road, in an amount not to exceed \$172,865.00, increasing the contract amount from \$72,100.00 to \$244,965.00.

Now, Therefore,

BE IT RESOLVED BY 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 execute Supplemental Agreement No. 1 to the professional services contract with GSR Andrade Architects, Inc., approved as to form by the City Attorney, to add design development through construction administration phases for improvements to the DeGolyer House and new sidewalks along Garland Road at the Dallas Arboretum located at 8525 Garland Road, in an amount not to exceed \$172,865.00, increasing the contract amount from \$72,100.00 to \$244,965.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$172,865.00 to GSR Andrade Architects, Inc., as follows:

Park and Recreation Facilities Fund	
Fund 1T00, Department PKR, Unit T005, Object 4112	
Activity SUAR, Program PK06T005	
Encumbrance/Contract No. CX-PKR-2017-00002878	
Commodity 92500, Vendor 249709	\$ 82,244.09
Park and Recreation Facilities Fund	
Fund 8T00, Department PKR, Unit T005, Object 4112	
Activity SUAR, Program PK06T005	
Encumbrance/Contract No. CX-PKR-2017-00002878	
Commodity 92500, Vendor 249709	\$ 11,390.03

January 9, 2019

SECTION 2. (continued)

Park and Recreation Facilities Fund
Fund 9T00, Department PKR, Unit T005, Object 4112
Activity SUAR, Program PK06T005
Encumbrance/Contract No. CX-PKR-2017-00002878
Commodity 92500, Vendor 249709

\$ 79,230.88

Total amount not to exceed

\$172,865.00

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



Agenda Information Sheet

File #: 18-1098

Item #: 30.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): 13

DEPARTMENT: Water Utilities Department

EXECUTIVE: Majed Al-Ghafry

SUBJECT

Authorize an increase in the construction services contract with John Burns Construction Company of Texas, Inc. for additional work associated with the installation of water and wastewater mains in Royal Lane - Not to exceed \$1,917,756.00, from \$17,170,000.00 to \$19,087,756.00 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

On September 28, 2016, City Council authorized a contract with John Burns Construction Company of Texas, Inc. for the installation of water and wastewater mains at 13 locations. This action consists of providing additional construction services for the installation of 3,200 feet of water and wastewater mains, including 1,700 feet of 12-inch water main and 1,500 feet of 12-inch wastewater main in Royal Lane from Jamestown Road to east of Preston Road.

In February and May 2018, several sections of a wastewater main in Royal Lane collapsed resulting in sewage backups to Fire Station #41 at 5920 Royal Lane. Temporary repairs were made by Dallas Water Utilities to restore service and clear flow restrictions. As a result of repair activities and further assessment, it was determined that replacement of the wastewater main in Royal Lane should be expedited and completed as part of ongoing pipeline replacement efforts in Preston Road between Royal Lane and Walnut Hill Lane. In addition, the existing water main in Royal Lane was determined to need replacement due to its condition and proximity to the wastewater main construction.

The mains targeted for replacement were built in 1949 and contribute to excessive maintenance, service interruptions, and water quality issues. Replacement of the mains will improve the capacity of the wastewater system, reduce maintenance costs, and minimize service interruptions.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction	February 2019
Complete Construction	August 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 11, 2013, City Council authorized a professional services contract with BDS Technologies, Inc. to provide engineering services for the replacement and rehabilitation of water mains and wastewater mains at 38 locations by Resolution No. 13-1582.

On September 28, 2016, City Council authorized a contract with John Burns Construction Company of Texas, Inc. for the installation of water and wastewater mains at 13 locations by Resolution No. 16-1590.

The Mobility Solutions, Infrastructure and Sustainability Committee will be briefed by memorandum regarding this matter on January 4, 2019.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$1,917,756.00

Design	\$ 1,482,745.00
Construction	\$17,170,000.00
Change Order No. 1 (this action)	<u>\$ 1,917,756.00</u>

Total Project Cost	\$20,570,501.00
--------------------	-----------------

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Category	M/WBE Goal	M/WBE %	M/WBE \$
\$1,917,756.00	Construction	25.00%	12.64%	\$242,454.70
• This contract does not meet the M/WBE goal, but complies with good faith efforts.				
• Change Order No. 1 - 23.76% Overall M/WBE participation.				

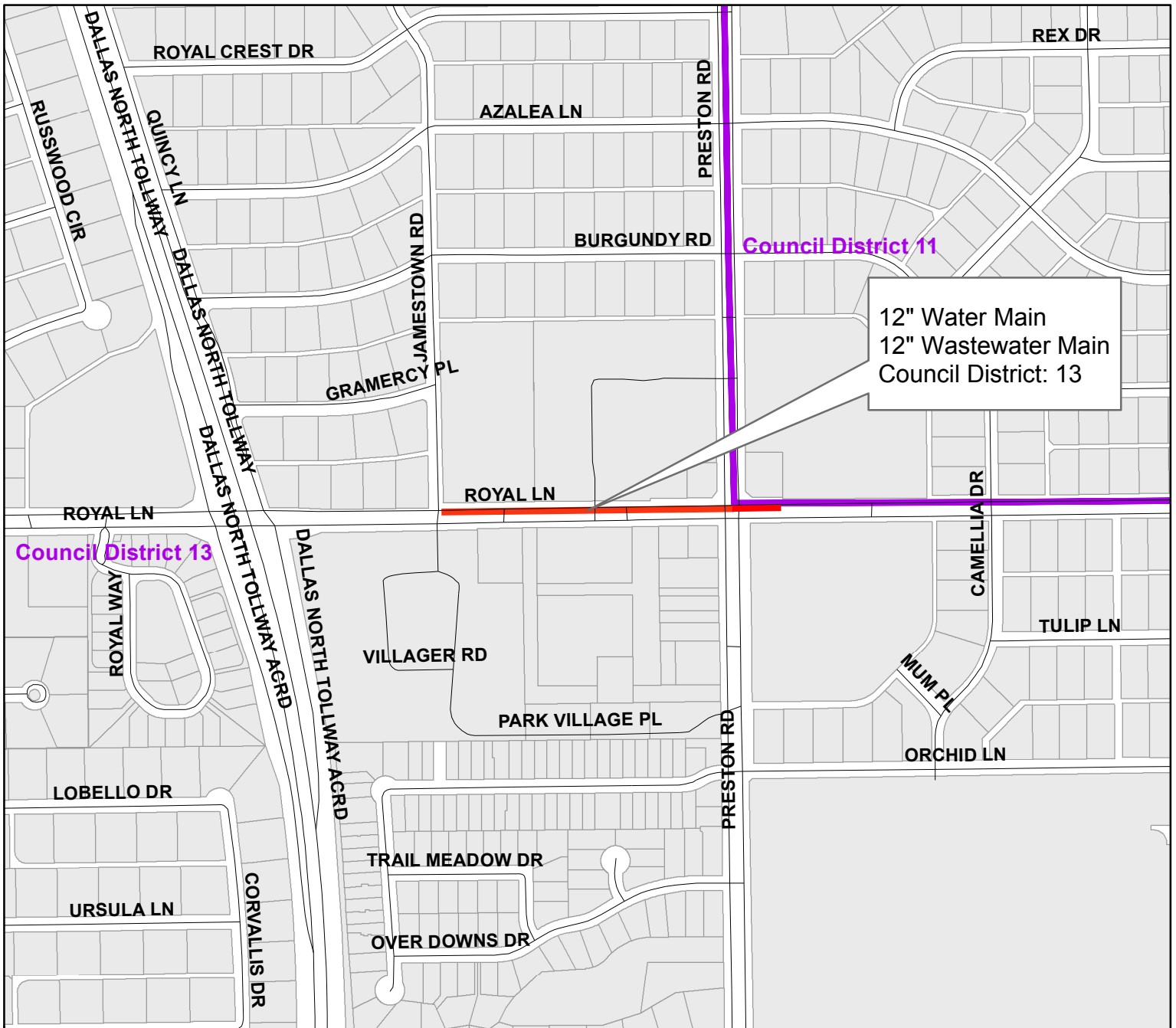
OWNER

John Burns Construction Company of Texas, Inc.

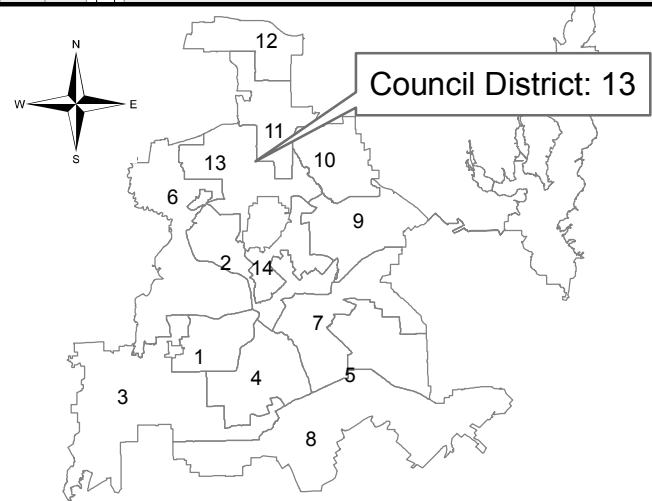
William B. O'Malley, Owner

MAP

Attached



Royal Lane
from Jamestown Road east



Dallas Water Utilities
Contract No. 16-155/156 Change Order No.1
Water and Wastewater Main Installation

January 9, 2019

WHEREAS, on September 28, 2016, City Council authorized a contract with John Burns Construction Company of Texas, Inc. for the installation of water and wastewater mains at 13 locations, in an amount not to exceed \$17,170,000.00, by Resolution No. 16-1590; and

WHEREAS, additional work is required to install water and wastewater mains in Royal Lane from Jamestown Road to east of Preston Road to improve the capacity of the wastewater system, reduce maintenance costs, and minimize service interruptions; and

WHEREAS, John Burns Construction Company of Texas, Inc., 655 East Main Street, Lewisville, Texas 75057, has submitted an acceptable proposal for this additional work; and

WHEREAS, Dallas Water Utilities recommends that Contract No. 16-155/156 be increased by \$1,917,756.00, from \$17,170,000.00 to \$19,087,756.00.

Now, Therefore,

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

SECTION 1. That an increase in the construction services contract with John Burns Construction Company of Texas, Inc. (Change Order No. 1) is authorized for additional work associated with the installation of water and wastewater mains in Royal Lane from Jamestown Road to east of Preston Road, in an amount not to exceed \$1,917,756.00, increasing the contract amount from \$17,170,000.00 to \$19,087,756.00.

SECTION 2. That the proposed Change Order No. 1 with John Burns Construction Company of Texas, Inc. be accepted and that Contract No. 16-155/156 be revised accordingly.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,917,756.00 to John Burns Construction Company of Texas, Inc., as follows:

Water Capital Improvement Fund
Fund 3115, Department DWU, Unit PW40
Object 4550, Program 716155, Vendor 199054
Encumbrance CT-DWU-716155CP

\$1,082,501.00

January 9, 2019

SECTION 3. (continued)

Wastewater Capital Improvement Fund
Fund 2116, Department DWU, Unit PS40
Object 4560, Program 716156, Vendor 199054
Encumbrance CT-DWU-716156CP

\$ 835,255.00

Total amount not to exceed

\$1,917,756.00

SECTION 4. That this contract is designated as Contract No. DWU-2016-00000987.

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



City of Dallas

1500 Marilla Street
Dallas, Texas 75201

Agenda Information Sheet

File #: 19-52

Item #: 31.

AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Secretary's Office

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 Information Sheet

File #: 18-1427

Item #: 32.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 14
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for nonresidential uses on property zoned an O-2 Office Subdistrict, an LC Light Commercial Subdistrict, and an HC Heavy Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the west line of Cedar Springs Road, the northeast line of Bookhout Street, and the southwest line of Maple Avenue
Recommendation of Staff and CPC: Approval, subject to a development plan, landscape plan, and conditions
Z178-333(SM)

FILE NUMBER:	Z178-333(SM)	DATE FILED:	August 10, 2018
LOCATION:	West line of Cedar Springs Road, the northeast line of Bookhout Street, and the southwest line of Maple Avenue		
COUNCIL DISTRICT:	14	MAPSCO:	45 F
SIZE OF REQUEST:	Approx. 2.56 acres	CENSUS TRACT:	18.00

OWNER/APPLICANT: GPI Cedar Maple LP, Aron Bidne

REPRESENTATIVE: GFF, Inc., Duncan Fulton and Jackson Walker, LLP, Bill Dahlstrom

REQUEST: An application for a Planned Development Subdistrict for nonresidential uses on property zoned an O-2 Office Subdistrict, an LC Light Commercial Subdistrict, and an HC Heavy Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District.

SUMMARY: The applicant requests to construct three buildings: one 27-story office building with a maximum height of 399 feet and approximately 654,800 square feet of floor area and two restaurant buildings with a maximum height of 36 feet each and containing approximately 6,000 square feet for one restaurant building and 14,000 square feet for the second restaurant building. The applicant requests a new subdistrict to combine the three existing zoning districts on the site and to provide the following modifications: 1) increase floor area ratio from 4.0:1 to 6.0:1, 2) increase maximum structure height from 240 feet to 399 feet, and 3) reduce the office parking ratio from one space per 366 square feet of office floor area to one space per 430 square feet of office floor area. In order to obtain these modifications, the applicant is proposing to provide all parking spaces within a below grade parking structure, provide a minimum 17,000 square feet in publicly accessible open space at street level, and requiring additional urban design standards.

CPC RECOMMENDATION: Approval, subject to a development plan, landscape plan, and conditions.

STAFF RECOMMENDATION: Approval, subject to a development plan, landscape plan, and conditions.

BACKGROUND INFORMATION:

- The existing office structures with approximately 122,276 square feet and the three levels of underground parking garage were constructed in 1983, according to Dallas Central Appraisal District Records.

Zoning History: There have been two recent zoning changes requested in the area in the last five years.

1. **Z156-207:** On October 11, 2016, City Council denied an application for a Planned Development Subdistrict for O-2 Office Subdistrict uses on property zoned an O-2 Office Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the north corner of North Harwood Street and Randall Street.
2. **Z167-134:** On May 10, 2017, City Council approved Planned Development Subdistrict No. 131 for GR General Retail Subdistrict uses and hotel use by right on property zoned a GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on property located on the south corner of Fairmount Street and Carlisle Street.

Thoroughfares/Streets:

Thoroughfare/Street	Type	ROW
Cedar Springs Road	Minor Arterial	Variable width
Maple Avenue	Community Collector	Variable width
Bookhout Street	Local Street	50' ROW

Traffic: The Engineering Division of Sustainable Development and Construction Department has reviewed the request and determined that it will not have a negative impact on the surrounding street system. The determination is based upon a traffic impact analysis the applicant provided.

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.

URBAN DESIGN

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY

Policy 5.1.1 Promote pedestrian-friendly streetscapes.

Policy 5.1.3 Encourage complementary building height, scale, design and character.

Area Plan:

The Oak Lawn Special Purpose District and the Oak Lawn Plan include the following objectives:

- (1) To achieve buildings more urban in form.
- (2) To promote and protect an attractive street level pedestrian environment with continuous street frontage activities in retail areas.
- (3) To encourage the placement of off-street parking underground or within buildings similar in appearance to non-parking buildings.
- (4) To promote development appropriate to the character of nearby neighborhood uses by imposing standards sensitive to scale and adjacency issues.
- (5) To use existing zoned development densities as a base from which to plan, while providing bonuses to encourage residential development in commercial areas.
- (6) To discourage variances or zoning changes which would erode the quantity or quality of single-family neighborhoods, or would fail to adhere to the standards for multiple-family neighborhoods and commercial areas.
- (7) To promote landscape/streetscape quality and appearance.

The applicant's request for a PDS meets the above objectives of the Oak Lawn Special Purpose District and the Oak Lawn Plan. The request sets a base that conforms to the existing LC Light Commercial Subdistrict development standards and proposes additional floor area ratio (FAR) and additional height in exchange for urban design standards and publicly accessible on-site open space; therefore, staff considers the request consistent with the Oak Lawn Special Purpose District and the Oak Lawn Plan.

STAFF ANALYSIS:

Land Use Compatibility:

The site is developed with four, four-story office buildings, one drive-through bank, surface parking and an underground parking garage. The request site abuts three streets: Cedar Springs Road, Maple Avenue, and Bookhout Street.

Across Maple Avenue to the north is an office building with a parking garage; to the northeast, across the Cedar Springs Road and Maple Avenue intersection are some low-rise banks, office, retail and restaurant uses; to the southeast, across Cedar Springs Road, is an 18-story multi-tenant mixed use development; on the south line of Bookhout Street, to the south is an 18-story multifamily development and a four-story multifamily development; abutting the request site to the west is an undeveloped property that is zoned for LC Light Commercial Subdistrict uses; and abutting the site to the northwest are low-rise retail and restaurant uses that front on the south line of Maple Avenue.

The applicant proposes to construct three buildings: one 27-story office building with a maximum height of 399 feet and approximately 654,800 square feet of floor area and two restaurant buildings with a maximum height of 36 feet each and containing approximately 6,000 square feet for one restaurant building and 14,000 square feet for the second restaurant building. The applicant also requests to limit the allowed uses to those listed in the attached conditions beyond what the LC Light Commercial Subdistrict would limit. Staff supports the request because the limited list of allowed uses is considered compatible with surrounding land uses.

Surrounding Land Uses:

Direction	PD 193 Subdistrict	Land Use
Site	O-2, LC, and HC	Office
North	LC	Office
Northeast	HC	Banks, office, retail and restaurant
Southeast	HC with SUP No. 925	Mixed use
South	HC and PDS No. 88	Multifamily
West	PDS No. 54	Undeveloped
Northwest	LC	Retail and Restaurant

Development Standards:

PD 193 Subdistrict		Setbacks		FAR	Height	Lot Coverage
		Front	Side/Rear			
Existing	O-2	20'	10'	4:1 4.5*:1	240'	75%
	LC	10' for first 36 feet; 25' for portions above 36'	0'	4:1 4.5*:1	240'	80%
	HC	0'	0'	4:1 4.5*:1	240'	100%
Proposed	LC base	10' for first 36 feet; 25' for portions above 36'	0'	4:1	240'	80%
	Bonus	Same as above, with encroachments	0'	6.0:1	399'	50%

* An additional 0.5:1 FAR is allowed where there is a minimum 1:1 component of residential use.

The applicant requests a new subdistrict to combine the three existing zoning districts on the site and to provide the following development standards modifications: 1) increase floor area ratio from 4.0:1 to 6.0:1 and 2) increase maximum structure height

from 240 feet to 399 feet. In order to obtain these modifications, the applicant is proposing to provide all parking spaces within a below grade parking structure, provide a minimum 17,000 square feet in publicly accessible open space at street level, and requiring additional urban design standards which encourage pedestrian activity to be more compatible with surrounding properties.

Similar requests to increase maximum structure height above 240 feet and up to 6.0 FAR have been approved within a half-mile radius of the area of request. PDS No. 83 at the north corner of North Harwood Street and Wolf Street allows a maximum height of 350 feet with additional allowances for 25-foot projections above 350 feet and 6.0 FAR for nonresidential structures. PDS No. 77 at the west corner of McKinnon Street and Ivan Street allows a maximum height of 350 feet with additional allowances for 25-foot projections above 350 feet and 6.0 FAR for nonresidential structures. Finally, PDS No. 117 at the west corner of Woodall Rogers Freeway and Pearl Street allows a maximum height of 392 feet and 5.96 FAR for nonresidential structures.

CPC supports the applicant's requested increased height and FAR because 1) lot coverage is limited to 50 percent when maximum structure height exceeds the existing maximum 240 feet and therefore, view corridor obstructions will be limited; 2) the applicant has offered to provide more than 15 percent of the lot area as publicly accessible on-site open space, which almost doubles the minimum eight percent required in Form Based Zoning Districts; and 3) the applicant proposes to prohibit above ground parking structures.

Parking: The applicant proposes to reduce the minimum off-street parking requirement for office uses from one space per 366 square feet to one space per 430 square feet of floor area. The applicant provided the Engineering Division with an extensive parking demand analysis of office uses in the area and therefore staff supports this request. Staff also supports the proposed service area screening, loading, and mechanized parking requests because staff determined that it will not have a negative impact on the surrounding street system.

Landscaping: Landscaping must be in accordance with the proposed landscaping plan. The applicant has provided the following comparison table to identify how the proposed landscape plan differs from Part I of Planned Development District No. 193. The Chief Arborist notes that, it is still undetermined if the proposed tree locations meet the requirements of Dallas Water Utilities and Engineering and that significant infrastructure modifications may be required to plant street trees in the locations shown. The applicant has confirmed they are working with DWU and Engineering to find resolutions to develop the property as shown on the proposed landscape plan; however, in the event the landscape plan is approved City Council and it is determined that major modifications are required to the landscape plan, the applicant understands future hearings may be required to amend the landscape plan.

Since the proposed plan is more consistent with Part I landscaping requirements, as noted in the following table, staff supports the applicant's request with the previously mentioned caveats.

Cedar & Maple Avenue Mixed Use Development						
PD-193						
Landscape Requirement Summary						
	Current O-2 Zoning	Current LC Zoning	Current HC Zoning	Current Zoning Totals	Proposed Landscape Plan Minimums	Variance
Site Area	16,117.2 Sq. Ft.	27,878.4 Sq. Ft.	67,662.3 Sq. Ft.	111,657.9 Sq. Ft.	111,657.9 Sq. Ft.	0.0 Sq. Ft.
Front Yard Setback	20.0 Ft.	10.0 Ft.	0.0 Ft.		0.0 Ft.	0 Ft.
Side Yard Setback	10.0 Ft.	0.0 Ft.	0.0 Ft.		0.0 Ft.	0 Ft.
Rear Yard Setback	10.0 Ft.	0.0 Ft.	0.0 Ft.		0.0 Ft.	0 Ft.
Street Frontage	168.3 Ft.	146.4 Ft.	648.1 Ft.	963 Ft.	963 Ft.	0 Ft.
Required Front Yard	3,366.0 Sq. Ft.	1,464.0 Sq. Ft.	0.0 Sq. Ft.	4,830.0 Sq. Ft.	9,484.0 Sq. Ft.	4,654.0 Sq. Ft.
Landscape Site Area	3,223.4 Sq. Ft.	2,787.8 Sq. Ft.	0.0 Sq. Ft.	6,011.3 Sq. Ft.	47,704.0 Sq. Ft.	41,692.7 Sq. Ft.
LSA in Required Front Yard	2,019.6 Sq. Ft.	878.4 Sq. Ft.	0.0 Sq. Ft.	2,898.0 Sq. Ft.	6,639.0 Sq. Ft.	3,741.0 Sq. Ft.
General Planting Area	1611.7	175.68	0	1,787.4 Sq. Ft.	6,235.0 Sq. Ft.	4,447.6 Sq. Ft.
GPA in Required Front Yard	1009.8	175.68	0	1,185.5 Sq. Ft.	2,223.0 Sq. Ft.	1,037.5 Sq. Ft.
Special Planting Area Sq. Ft.	322.3 Sq. Ft.	87.8 Sq. Ft.	0.0 Sq. Ft.	410.2 Sq. Ft.	2,138.0 Sq. Ft.	1,727.8 Sq. Ft.
Special Planting Area Plants	81	22	0	103	535	432
SPA in Required Front Yard Sq.Ft.	202.0 Sq. Ft.	87.8 Sq. Ft.	0.0 Sq. Ft.	289.8 Sq. Ft.	659.0 Sq. Ft.	369.2 Sq. Ft.
SPA in Required Front Yard Plants	50	22	0	72	165	92
Tree Caliper Inches	3.5 Inches	3.5 Inches	3.5 Inches	3.5 Inches	5.0 Inches	1.5 Inches
Street Frontage	168.3 Ft.	146.4 Ft.	648.1 Ft.	963 Ft.	963 Ft.	0 Ft.
Less Visibility Triangles and Drives	121.0 Ft.	70.0 Ft.	185.0 Ft.	376 Ft.	405	29 Ft.
Street Trees Required	2 Trees	3 Trees	19 Trees	23 Trees	22 Trees	
Street Trees Provided	2 Trees	3 Trees	19 Trees	23 Trees	25 Trees	2 Trees
Total Caliper Inches	7.0 Inches	10.5 Inches	66.5 Inches	80.5 Inches	110.0 Inches	29.5 Inches
Maple Avenue Sidewalk	6 Ft.	6 Ft.	6 Ft.	6 Ft.	10 Ft.	4 Ft.
Cedar Springs Road Sidewalk	6 Ft.	6 Ft.	6 Ft.	6 Ft.	10 Ft.	4 Ft.
Bookhout Street Sidewalk	6 Ft.	6 Ft.	6 Ft.	6 Ft.	8 Ft.	2 Ft.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets (A through C) to orange, representing the weakest markets (G through I). Although the area of request is not within an identifiable MVA cluster, it is north of a "C" MVA cluster.

PRIOR CPC ACTION – November 15, 2018:

Motion: It was moved to recommend **approval** of a Planned Development Subdistrict for nonresidential uses, subject to a revised development plan, revised landscape plan, and revised conditions (as briefed) on property zoned an O-2 Office, an LC Light Commercial, and an HC Heavy Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the west line of Cedar Springs Road, the northeast line of Bookhout Street, and the southwest line of Maple Avenue.

Maker: Shidid
Second: West
Result: Carried: 13 to 0

For: 13 - West, Rieves, Davis, Shidid, Carpenter, Lewis,
Jung, Housewright, Schultz, Peadon, Murphy,
Ridley, Tarpley

Against: 0
Absent: 0
Vacancy: 2 - District 3, District 7

Notices: Area: 500 Mailed: 241
Replies: For: 24 Against: 2

Speakers: For: None
Neutral: John Paul Cullinane, 2927 Maple Ave., Dallas, TX, 75201
Against: None

List of Partners

Granite Properties Inc., General Partner for GPI Cedar Maple, LP

Officers for Granite Properties, Inc.

Michael Dardick - CEO

Greg Fuller – President, COO

William Brown – Chief Investment Officer

Will Hendrickson – Managing Director, Dallas

David Cunningham – Sr. Director of Development/Construction

Aaron Bidne – Director of Development

Sheryl Troiani, Assistant Secretary and Sr. Director of Accounting

Directors of Granite Properties, Inc.

Stacy Schusterman

Mark Lauer

Drew Phillips

Granite Properties Inc., Manger for GPI Cedar Maple, LP

Michael Dardick - CEO

Greg Fuller – President, COO

William Brown - CIO

Will Hendrickson – Managing Director, Dallas

David Cunningham – Sr. Director of Development/Construction

Aaron Bidne – Dr. of Development

CPC Recommended Planned Development Subdistrict

Division S-____. PD Subdistrict ____.

SEC. S-____.101. LEGISLATIVE HISTORY.

PD Subdistrict ____ was established by Ordinance No.____, passed by the Dallas City Council on ____.

SEC. S-____.102. PROPERTY LOCATION AND SIZE.

PD Subdistrict ____ is established on property located at the southwest corner of Cedar Springs Road and Maple Avenue. The size of PD Subdistrict ____ is 2.56 acres.

SEC. S-____.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51 and Part I of this article apply to this division. If there is a conflict, this division controls. If there is a conflict between Chapter 51 and Part I of this article, Part I of this article controls.

(b) In this division,

(1) BLANK WALL AREA means any portion of the exterior of a building that does not include a material change, windows or doors, or columns, pilasters, or other articulation greater than 12 inches in depth. Blank wall area is measured horizontally on each story of a building.

(2) GROUND STORY means the story closest to and above grade along the street.

(3) ON-SITE OPEN SPACE means the portion of a building site that is accessible to the general public. On-site open space is principally open to the sky but allows for architectural elements such as colonnades, pergolas, and gazebos. The on-site open space must be a contiguous open area of not less than 10 feet in width or length.

(4) STOOP means a small porch that may include stairs leading to the entrance of a residence.

(5) SUBDISTRICT means a subdistrict of PD 193.

(6) TRANSPARENCY means the total area of window and door openings filled with glass, expressed as a percentage of the total facade area by story. Transparency is measured from floor to floor of each story of a building.

(7) UPPER STORY means any story above the ground story.

(c) Unless otherwise stated, all references to articles, divisions, or sections in this division are to articles, divisions, or sections in Chapter 51.

(d) This subdistrict is considered to be a nonresidential zoning district.

SEC. S- _____.104. EXHIBITS.

The following exhibits are incorporated into this division:

(1) Exhibit ____A: development plan.

(2) Exhibit ____B: landscape plan.

SEC. S- _____.105. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit S- ____A). If there is a conflict between the text of this division and the development plan, the text of this division controls.

SEC. S- _____.106. MAIN USES PERMITTED.

The following uses are the only main uses permitted in this subdistrict:

(1) Residential uses.

None permitted.

(2) Utility and service uses.

-- Utility or governmental installation other than listed.

-- Local utilities.

-- Tower/antenna for cellular communication. [*Limited to a mounted cellular antenna.*].

(3) Transportation uses.

None permitted.

- (4) Community services uses.
None permitted.
- (5) Medical uses.
 - Medical clinic.
 - Optical shop.
- (6) Religious uses.
 - Church.
- (7) Educational uses.
 - Library, art gallery or museum.
- (8) Recreation and entertainment uses.
 - Public park or playground.
- (9) Bar and restaurant uses.
 - Restaurant without drive-in or drive-through service.
 - Private club.
 - Catering service.
- (10) Professional, personal service, and custom crafts uses.
 - Office.
 - Bank or savings and loan office (without drive-in windows).
 - Barber and beauty shop.
 - Broadcasting or recording studio.
 - Handcrafted art work studio.
 - Health studio.
 - Laundry or cleaning pick-up and receiving station.
 - Photography studio.
 - Safe deposit boxes.
 - Temporary construction or sales office.
 - Travel bureau.
- (11) Retail uses.
 - Bakery or confectionery shop.
 - Book and stationery store.
 - Camera shop.

- Cigar, tobacco, and candy store
- Retail food store.
- Clothing store.
- Drug store.
- Florist store.

(12) Motor vehicle related uses.

None permitted.

(13) Commercial uses.

None permitted.

(14) Storage and waste disposal uses.

None permitted.

(15) Animal related uses.

None permitted.

(16) Industrial and manufacturing uses.

None permitted.

SEC. S-____.107. ACCESSORY USES.

As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51P-193.108. For more information regarding accessory uses, consult Section 51P-193.108.

SEC. S-____.108. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Part I of this article. If there is a conflict between this section and Part I of this article, this section controls.)

(a) Except as provided in this section, the yard, lot, and space regulations for LC Light Commercial Subdistrict apply.

(b) Increased development standards. When the provisions of S-____.113 are met, the following modifications to LC Light Commercial Subdistrict apply.

(1) Front yard. Minimum front yard is 10 feet for the first 36 feet in height and 25 feet for the portion of the building above 36 feet in height. Encroachments of retaining walls, uncovered patios, public access points, garage access stairs and related canopies, and up to 48 inches in height for stairs, steps, stoops, railings, bicycle racks, and freestanding walls are allowed in the front yard without limitation. Canopies, awnings, and roof eaves may project up to five feet into the front yard.

(2) Side and rear yard. No minimum side or rear yard is required.

(3) Floor area ratio. Maximum floor area ratio is 6.0:1. For purposes of this subparagraph, covered outdoor patios and building terraces are excluded in the calculation of floor area.

(4) Height. Maximum structure height is 399 feet.

(5) Lot coverage. Maximum lot coverage is 50 percent. Surface parking lots and underground parking structures are not included in lot coverage calculations.

(6) Stories. Maximum number of stories above grade is 27.

SEC. S-____.109. OFF-STREET PARKING AND LOADING.

(a) Except as provided in this section, consult Part I of this article for the specific off-street parking and loading requirements for each use.

(b) When the provisions of Section S-____.113 are met, the following modifications to Part I of this article apply.

(1) Office uses. For office uses, a minimum of one space per 430 square feet of floor area is required. Covered and uncovered patios and terraces are excluded in the calculation of floor area for purposes of calculating minimum parking requirements.

(2) Service area screening. All delivery, trash collection, storage and removal facilities must be screened from the public right-of-way. The screening materials must be a minimum of six feet tall and constructed with masonry, steel, aluminium, or composite metal panels. Wood gates are prohibited.

(3) Loading. Three off-street loading spaces required for the site. A minimum of one loading space must be a large loading space and a minimum of two loading spaces may be small loading spaces.

(4) Mechanized parking. Except as provided in this subparagraph, mechanized parking in accordance with Division 51A-4.340 may be used to satisfy off-street parking requirements.

(A) Expiration of a mechanized parking license does not apply.

(B) If the building official determines that substantive changes to the original application apply, a new application for mechanized parking must be submitted under Section 51A-4.343.

SEC. S-____.110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. S-____.111. LANDSCAPING.

(a) Except as provided in this section, landscaping and screening must be provided in accordance with the LC Light Commercial Subdistrict of Part I of this article.

(b) When a project exceeds 240 feet in height or 4.0:1 floor area ratio, landscaping must be provided as shown on the landscape plan (Exhibit ____B).

(c) Plant materials must be maintained in a healthy, growing condition.

SEC. S-____.112. SIGNS.

Signs must comply with the provisions for business zoning districts in Article VII.

SEC. S-____.113. URBAN DESIGN PROVISIONS.

(a) Applicability. For a project to qualify for the modifications to the LC Light Commercial Subdistrict yard, lot, and space regulations described in Section S-____.108(b), it must comply with all requirements in this section. In the event the modifications described in Section S-____.108(b) are not applied, the provisions of this this Section S-____.113 shall not apply.

(b) Blank wall. Maximum blank wall area for street-facing facades is 20 linear feet.

(c) Off-street parking setback. Off-street parking is prohibited between the street and street-facing building facade.

(d) On-site open space.

(1) In general.

(A) A cumulative minimum 17,000 square feet must be provided as at grade on-site open space.

(B) Each on-site open space must be a minimum of 2,000 contiguous square feet and contain a minimum 30 percent general planting areas as defined in Part I.

(C) On-site open space may contain paths, benches, water features, public art, open shelters, stairs, and elevators.

(D) Except for emergency vehicles, on-site open space cannot be parked or driven upon.

(2) Public access pathways. Public access pathways must be provided to connect the sidewalk and the on-site open space. Each pathway must provide a line of sight connection and pervious or impervious walkway between the sidewalk and open space and must be a minimum of 10 feet wide.

(A) On Bookhout Street, a minimum of two public access pathways are required.

(B) On Cedar Springs Road, a minimum of three public access pathways are required.

(C) On Maple Avenue, a minimum of one public access pathway is required.

(e) Pedestrian lighting. Public access pathways and sidewalks required in subparagraphs (d) and (f) of this section must provide free-standing or wall-mounted pedestrian lighting at a minimum ratio of one per 75 linear feet.

(f) Sidewalks. A minimum 10-foot wide unobstructed sidewalk is required on Maple Avenue. A minimum eight-foot wide unobstructed sidewalk is required on Bookhout Street and Cedar Springs Road.

(g) Sidewalk crossings. Where a sidewalk crosses a driveway, the sidewalk must be constructed of a material, texture, or color that contrasts to the material, texture, or color of the driveway.

(h) Structured parking. Above-ground structured parking is prohibited.

(i) Transparency.

(1) Except on Bookhout Street, minimum ground story transparency for all street-facing and open space-facing facades is 50 percent. On Bookhout Street, minimum ground story transparency is 40 percent.

(2) Minimum upper story transparency for street-facing facades is 20 percent.

(j) Vehicular maneuvering setback. Except for required fire lanes, entry court, service and loading areas shown on the development plan, and garage access drives, areas used for vehicular maneuvering is prohibited within 50 feet of the street.

SEC. S-____.114. 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.

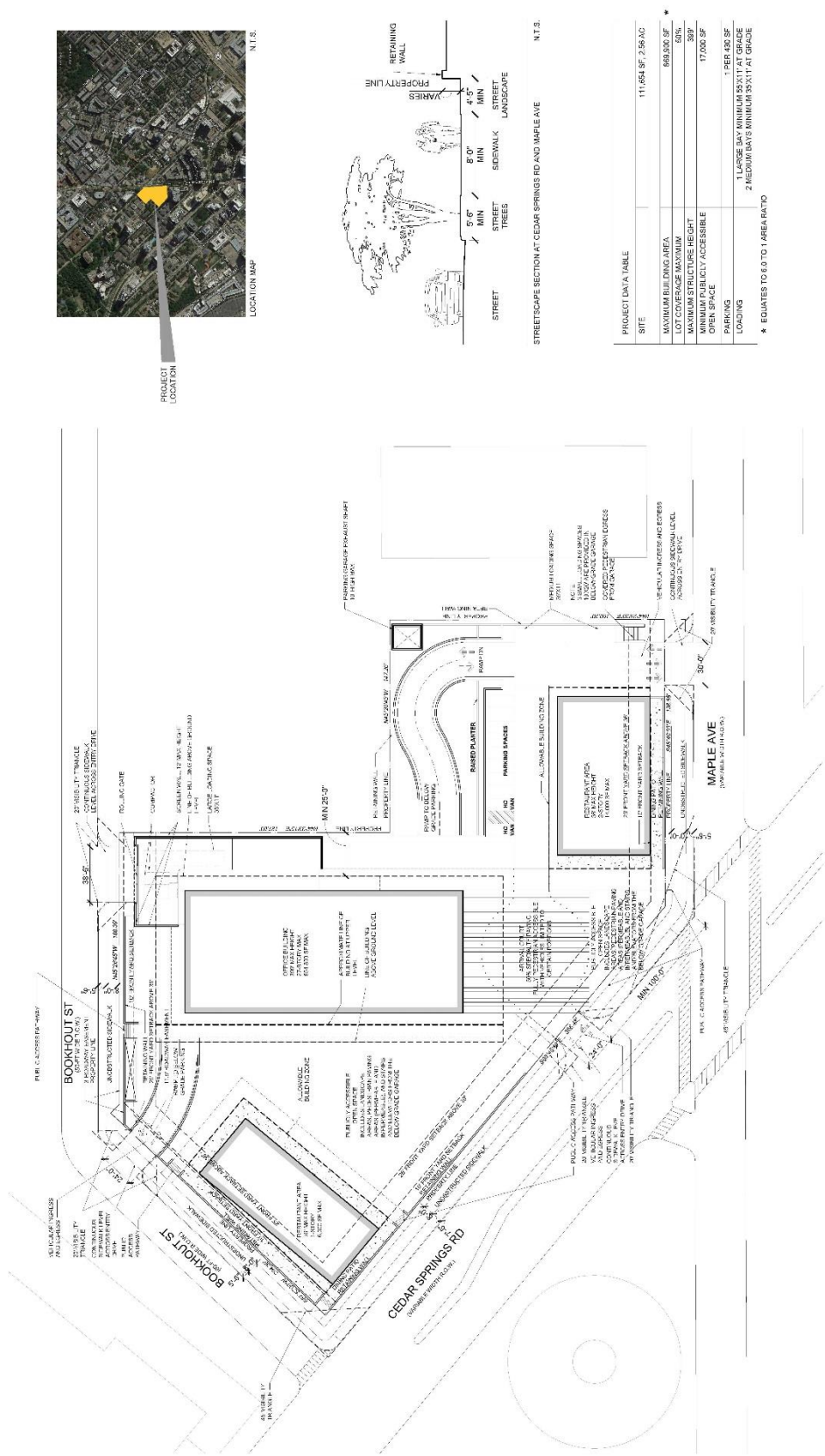
(c) Development and use of the Property must comply with Part I of this article.

SEC. S-____.115. 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.

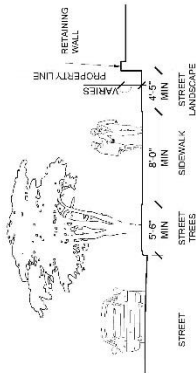
(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, in this subdistrict until there has been full compliance with this division, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.

CPC Recommended Development Plan



PROJECT LOCATION

LOCATION MAP



STREETSCAPE SECTION AT CEDAR SPRINGS RD AND MAPLE AVE

PROJECT DATA TABLE	
SITE	11,654 SF, 2.56 AC
MAXIMUM BUILDING AREA	659,000 SF
LOT COVERAGE MAXIMUM	56%
MAXIMUM STRUCTURE HEIGHT	389'
MINIMUM PUBLICLY ACCESSIBLE OPEN SPACE	17,000 SF
PARKING	1 PER 300 SF
LOADING	1 LARGE BAY MINIMUM 85'X11' AT GRADE 2 MEDIUM BAYS MINIMUM 55'X11' AT GRADE

* EQUATES TO 6.0 TO 1 AREA RATIO

DEVELOPMENT PLAN

gff ARCHITECTS

ARCHITECTS

ARCHITECTS

2608 Fairmount Street, Suite 300
Dallas, Texas 75201 | 214.303.1500

3305 West 7th Street, Suite 110
Fort Worth, Texas 76107 | 817.303.1500

Job #: 17082
File Name: A301-001 Development Plan - Rev4.dwg
Date: 11/26/2016
Drawn by: MGA/PT

0 30 60 120 Feet

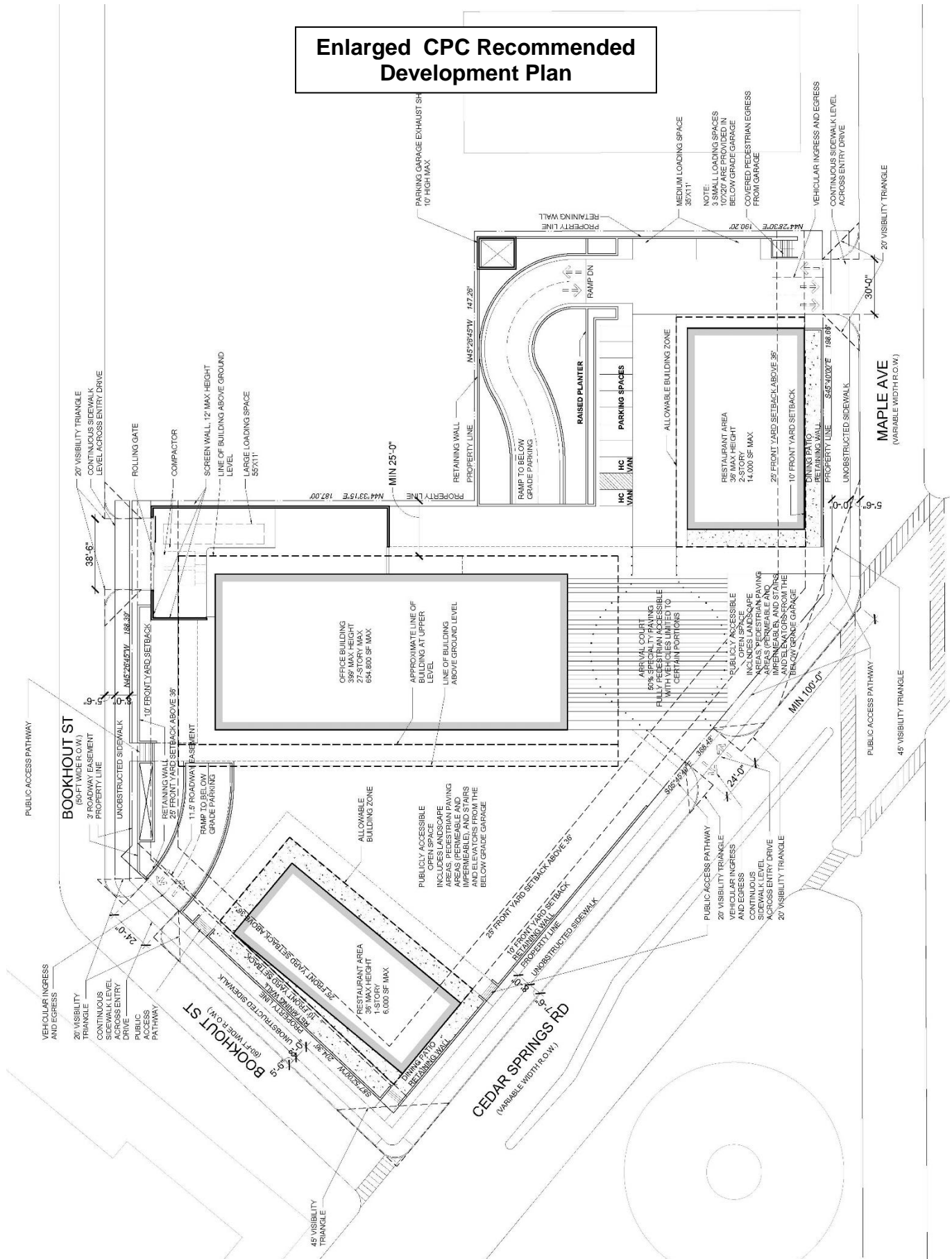
SCALE: 1"=30'-0"

NORTH

Z178-333

ZONING CASE No.
Cedar Maple Office Tower

Enlarged CPC Recommended Development Plan



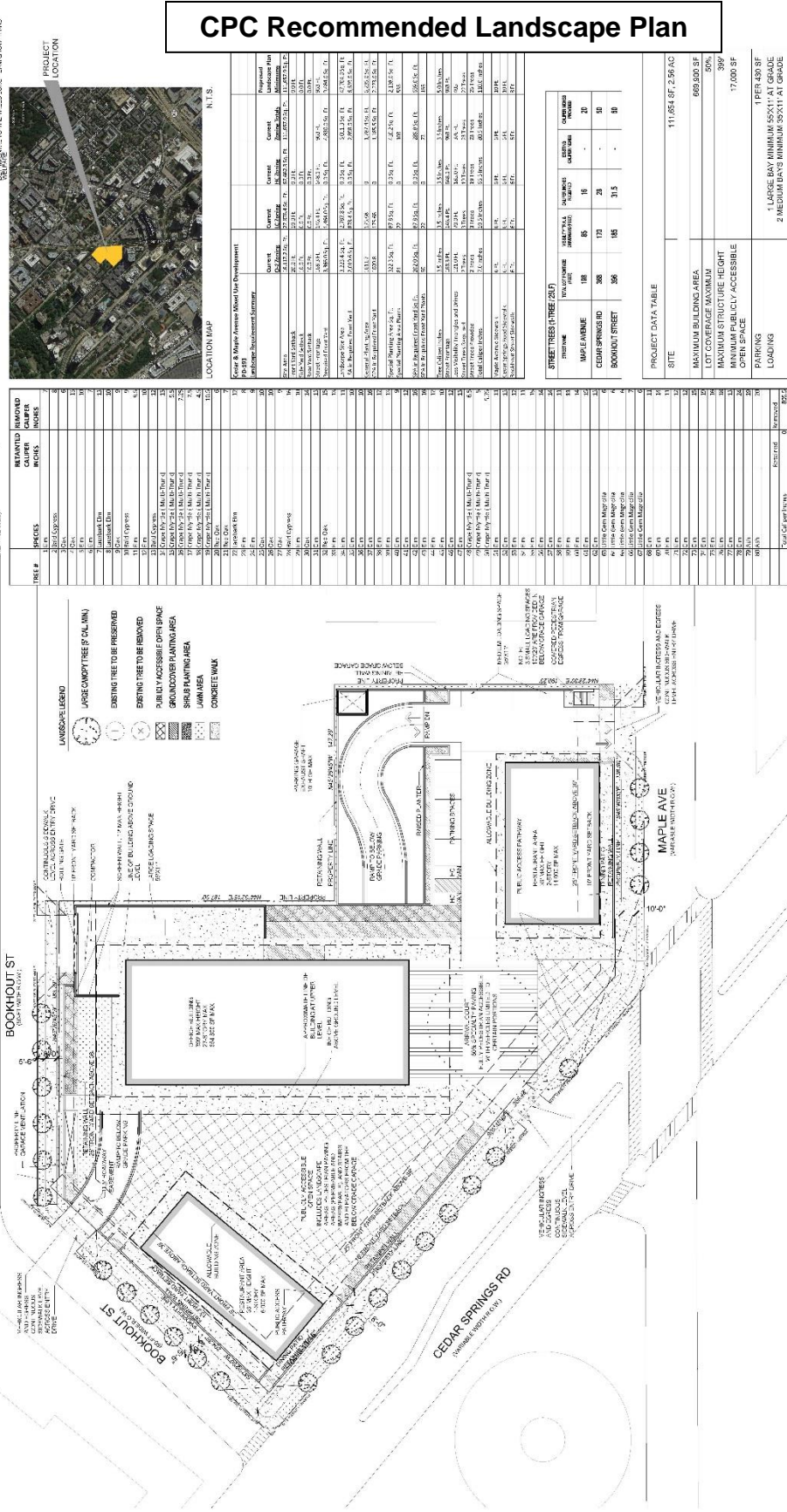
PUBLICLY ACCESSIBLE
OPEN SPACE NOTES

IRRIGATION NOTES

SOIL NOTES

TREE MITIGATION NOTES

PLANTING LOCATION NOTES



LANDSCAPE DEVELOPMENT PLAN

Job #: 1782
File Name: SP-001 Landscape Development Plan.dwg
Date: 1/15/2018
Drawn by: AJM

gff ARCHITECTS

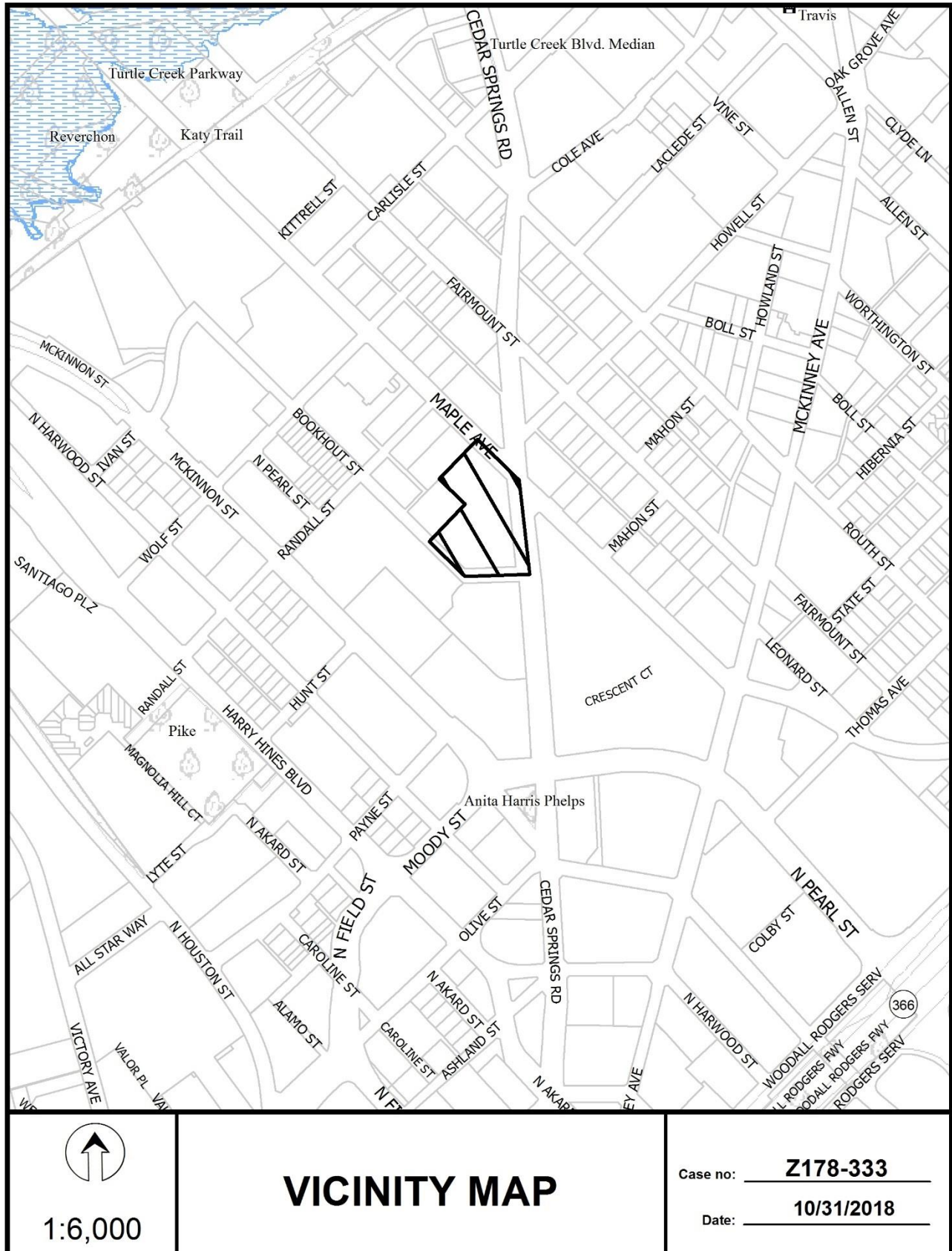
**2668 Fairmont Street, Suite 303
Dallas, Texas 75201 | 214.383.1500**

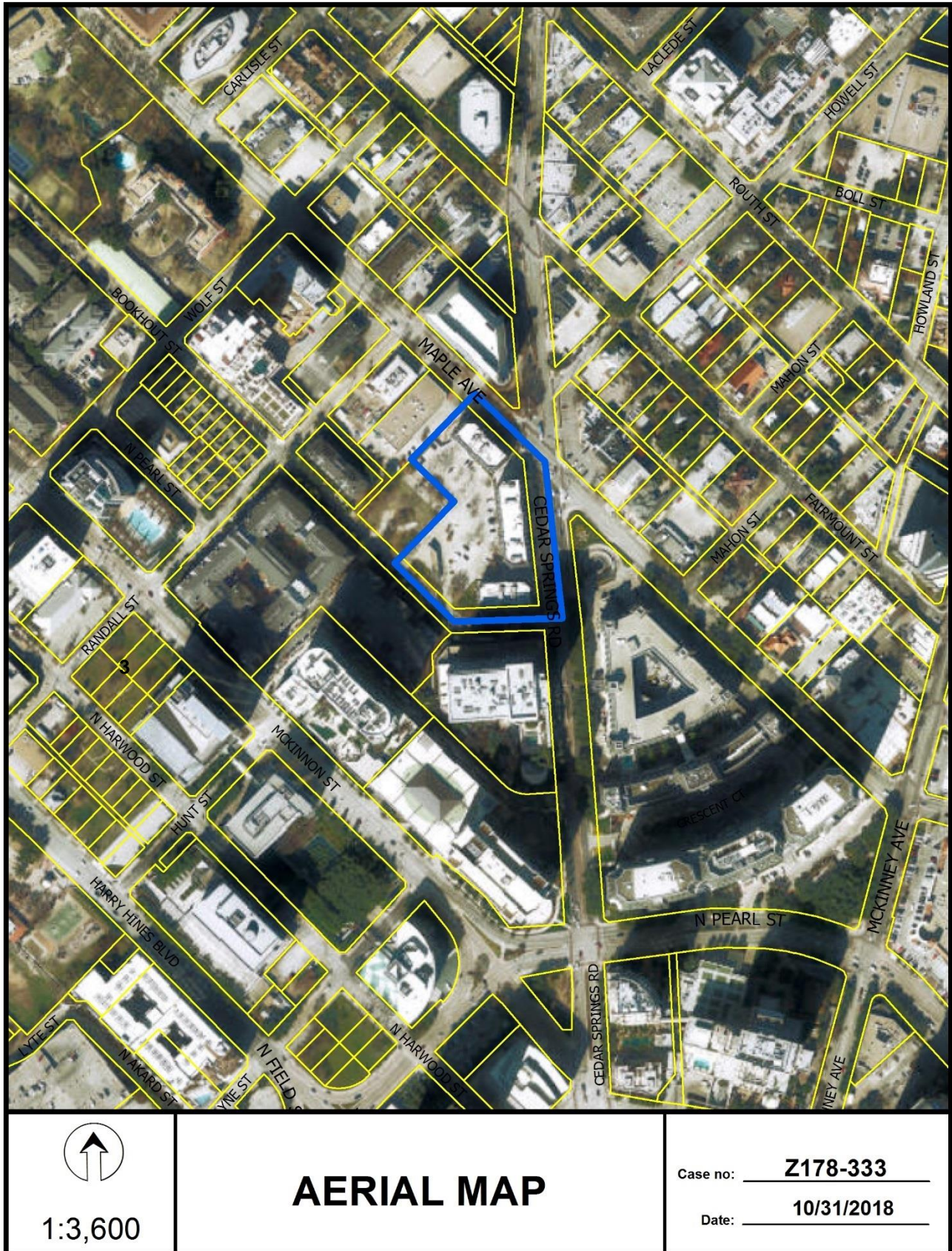
**3320 West 7th Street, Suite 110
Fort Worth, Texas 76107 | 817.393.1500**

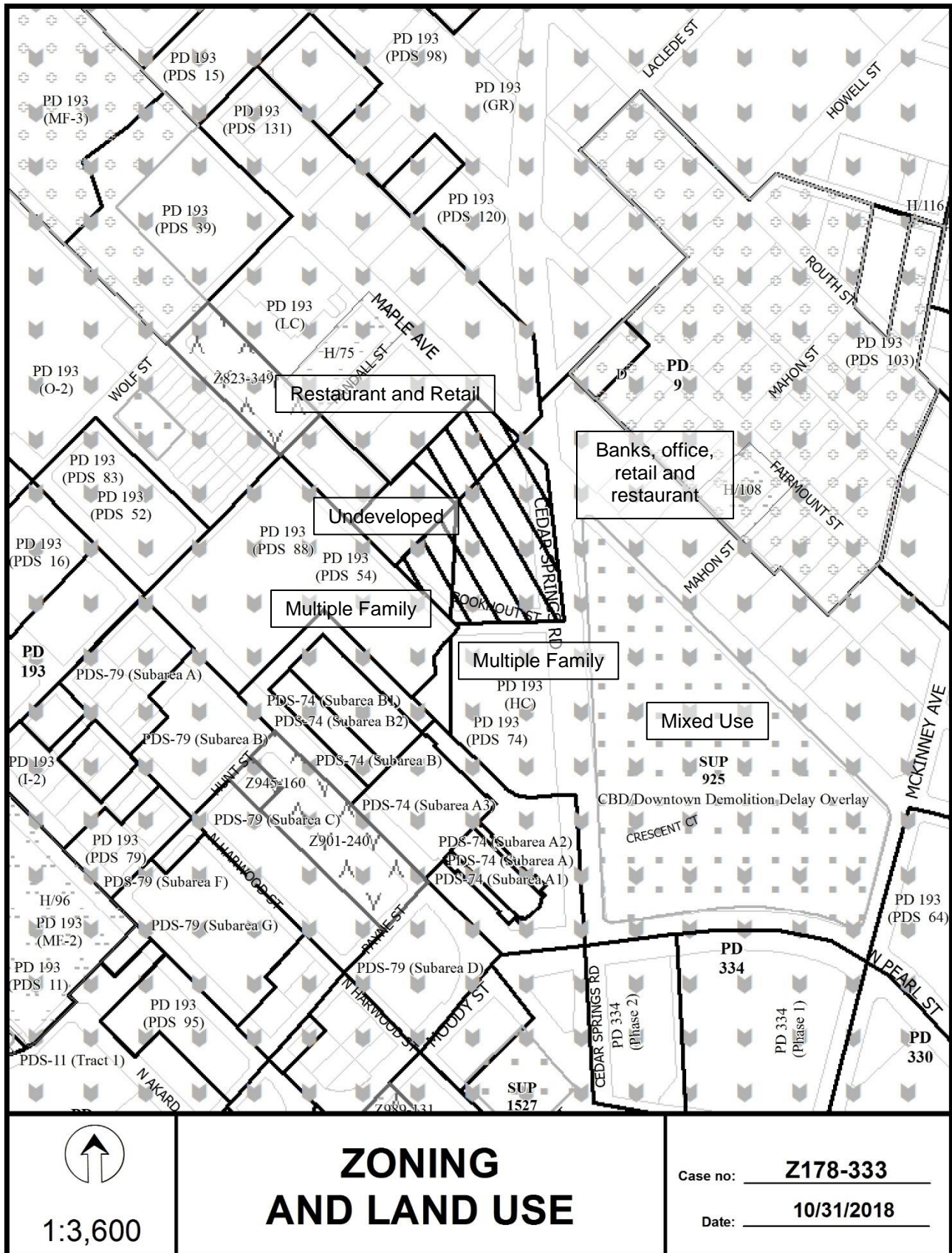
Z178-333
ZONING CASE No.
Cedar Maple Office Tower

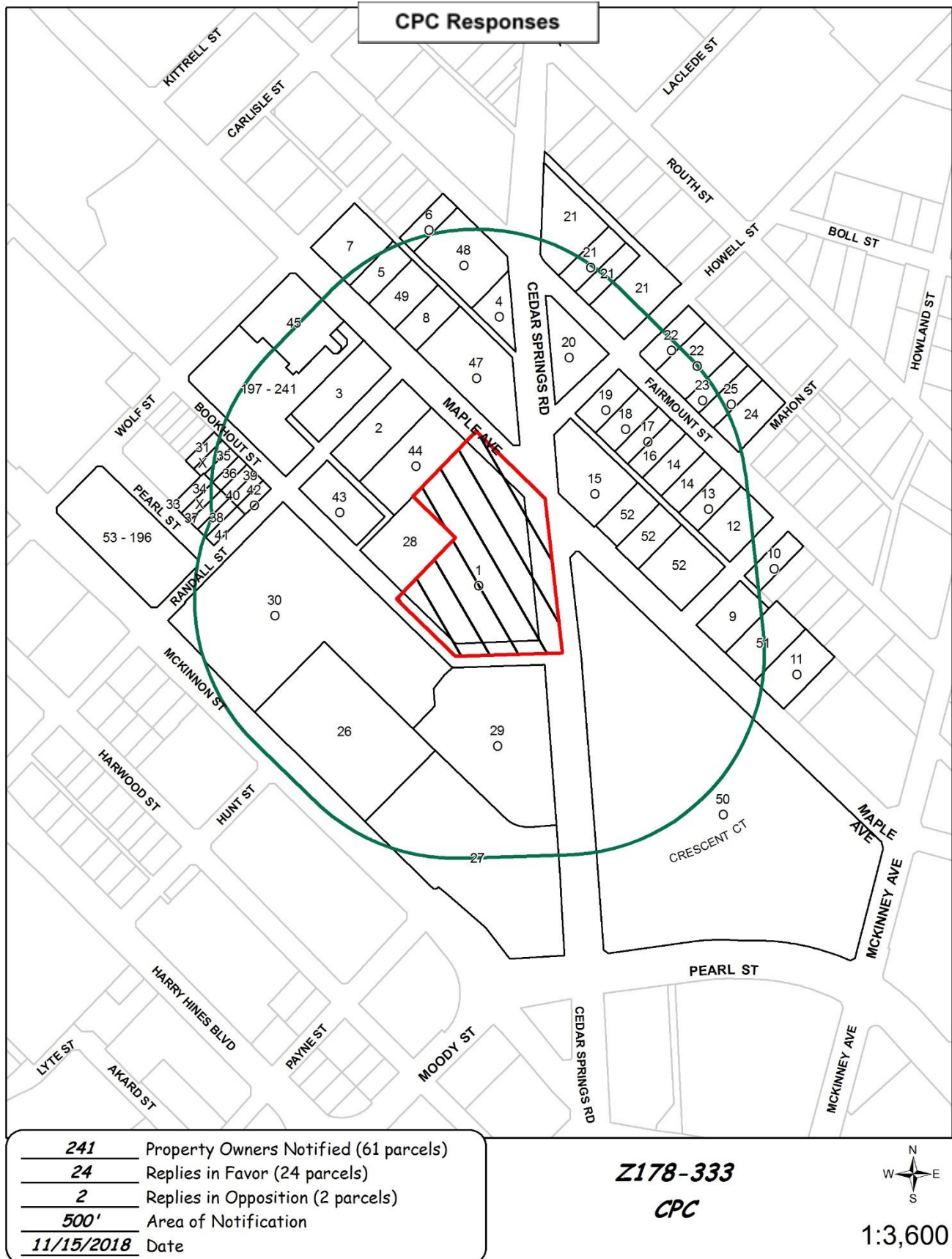
0 30 60 120 Feet
SCALE: 1"=30'-0"











11/14/2018

Reply List of Property Owners***Z178-333******241 Property Owners Notified******24 Property Owners in Favor******2 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	2305 CEDAR SPRINGS RD	GPI CEDAR MAPLE LP
	2	2817 MAPLE AVE	MAPLE AVENUE HOLDINGS LLC
	3	2905 MAPLE AVE	2905 MAPLE LLC
	5	2912 MAPLE AVE	2912 MAPLE LLC
	7	2926 MAPLE AVE	SHIELDS LTD PS
	8	2902 MAPLE AVE	2902 MAPLE LP
	9	2516 MAPLE AVE	HEYMANN CLAIRE L
	12	2603 FAIRMOUNT ST	2603 FAIRMOUNT INVESTORS
	14	2701 FAIRMOUNT ST	MAPLE MARKETING CORP
	16	2711 FAIRMOUNT ST	STRICKLAND PETER R LF EST
	21	2816 FAIRMOUNT ST	GREENWAY CEDAR SPRINGS LP
	24	2700 FAIRMOUNT ST	FAIRMOUNT CHURCH LLC
	26	2728 MCKINNON ST	ALTA UPTOWN LLC
	27	2101 CEDAR SPRINGS RD	ROSEWOOD COURT LLC
	28	2840 BOOKHOUT ST	IC DEVELOPMENT XV LP
X	31	2915 BOOKHOUT ST	MORGAN T S
	32	2911 BOOKHOUT ST	2911 BOOKHOUT LLC
	33	2912 N PEARL ST	CASELLI ASHLEY K
X	34	2910 N PEARL ST	JOHNSON MARGARET
	35	2909 BOOKHOUT ST	MCNULTY DIANE S
	36	2907 BOOKHOUT ST	GATTMAN CHRISTOPHER JONATHAN
	37	2908 N PEARL ST	SHERRY STEVEN D
	38	2906 N PEARL ST	MILES BRANDON
	39	2905 BOOKHOUT ST	SASO DAN &
	40	2903 BOOKHOUT ST	BALDWIN LAURA C
	41	2902 N PEARL ST	ONEAL J SCOTT & CAROL

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	42	2901 BOOKHOUT ST	EPPIG STEPHEN & GLORIA
	45	2927 MAPLE AVE	CWI DALLAS HOTEL LP
	46	2927 MAPLE AVE	DFW DALLAS HOTEL LP
O	48	2913 FAIRMOUNT ST	2913 FAIRMOUNT LLC
	49	2906 MAPLE AVE	2906 MAPLE AVE LLC
	51	2512 MAPLE AVE	HEIDARI ALI
	52	2610 MAPLE AVE	2620 MAPLE AVENUE LLC
	53	2900 MCKINNON ST	BAIRD JON MARC &
	54	2900 MCKINNON ST	BOWDEN BILLY C
	55	2900 MCKINNON ST	ROJAS SADIEL
	56	2900 MCKINNON ST	DEPA MARYLINE
	57	2900 MCKINNON ST	BURDORF BRIAN
	58	2900 MCKINNON ST	FARREN SUZANN D
	59	2900 MCKINNON ST	JOHNSON LONNIE
	60	2900 MCKINNON ST	INGE RONALD E & SHARON L
	61	2900 MCKINNON ST	CHOQUETTE ANGELA V
	62	2900 MCKINNON ST	INTERNATIONAL CENTER DEV
	63	2900 MCKINNON ST	AKINA RENEE A TR &
	64	2900 MCKINNON ST	OXFORD ENTERPRISES INC
	65	2900 MCKINNON ST	BOBBITT CHARLES M
	66	2900 MCKINNON ST	BOWDEN BILLY C
	67	2900 MCKINNON ST	AZURE501 LLC
	68	2900 MCKINNON ST	CRYSTAL PREMIER HOLDINGS LLC
	69	2900 MCKINNON ST	LICHTENSTEIN DAVID G
	70	2900 MCKINNON ST	GRAVES BLAKE A D
	71	2900 MCKINNON ST	HAYWARD GORDON H
	72	2900 MCKINNON ST	RAOOFI PARHAM
	73	2900 MCKINNON ST	MALLOY HELEN
	74	2900 MCKINNON ST	WEAST MICHAEL WILLIAM
	75	2900 MCKINNON ST	AM ESTATE LLC
	76	2900 MCKINNON ST	FILIPOVIC JIRI

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
77	2900	MCKINNON ST	HARPER LEONA MARIE
78	2900	MCKINNON ST	CARVEN LARRY A
79	2900	MCKINNON ST	RILEY JESSICA RAE TRUST
80	2900	MCKINNON ST	BISCHOFF OTTO
81	2900	MCKINNON ST	AZURE 608 TRUST
82	2900	MCKINNON ST	HAKIM HALFA & CAMILLE
83	2900	MCKINNON ST	SHAH BIPIN C
84	2900	MCKINNON ST	FRANKEL JEFFREY S
85	2900	MCKINNON ST	FITZGERALD ROBERT L &
86	2900	MCKINNON ST	FRANCOIS SERGE P
87	2900	MCKINNON ST	DEWAN MASHRUR M & AFREEN M
88	2900	MCKINNON ST	HASSOUNI HENRI
89	2900	MCKINNON ST	PEACOCK LAD & ERICA
90	2900	MCKINNON ST	LE MENER FAMILY TR THE
91	2900	MCKINNON ST	SNB LIMITED PARTNERSHIP
92	2900	MCKINNON ST	CARBONNEAU KRISTINA A
93	2900	MCKINNON ST	FERREIRA CLAUDIA CHRISTMANN
94	2900	MCKINNON ST	ABRAMOV BORIS &
95	2900	MCKINNON ST	PORTER JACQUELINE
96	2900	MCKINNON ST	BORNO MOUNIR Y &
97	2900	MCKINNON ST	FATOURE ARA
98	2900	MCKINNON ST	MAHARAJ SABITA J
99	2900	MCKINNON ST	ABEL ELIZABETH
100	2900	MCKINNON ST	BRADY GREGORY A
101	2900	MCKINNON ST	SHEEHAN DANIEL
102	2900	MCKINNON ST	FEARHEILEY STEVE
103	2900	MCKINNON ST	GERARD YVES
104	2900	MCKINNON ST	MAULTSBY VANCE K JR & BETH M
105	2900	MCKINNON ST	MUHL BRANDEN BOWEN
106	2900	MCKINNON ST	GILBERT LOREEN TRUST THE
107	2900	MCKINNON ST	EVOL REAL ESTATE OF TEXAS LLC

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	108	2900 MCKINNON ST	VUILLEMOT WILLIAM G &
	109	2900 MCKINNON ST	HOOPER ROBERT SCOTT
	110	2900 MCKINNON ST	TIGGES GARY
	111	2900 MCKINNON ST	KHAN AMIN & SURAIYA
	112	2900 MCKINNON ST	GUTIERREZ JAVIER
	113	2900 MCKINNON ST	STONE CHRISTOPHER & SUSAN
	114	2900 MCKINNON ST	MCKINNON STREET CAPITAL LLC
	115	2900 MCKINNON ST	BUTERBAUGH COURTNEY H & SHAWN
	116	2900 MCKINNON ST	MOLLOY HELEN
	117	2900 MCKINNON ST	CHANG ANDY C
	118	2900 MCKINNON ST	POINDEXTER ALONZO J &
	119	2900 MCKINNON ST	MENSING KEVIN R &
	120	2900 MCKINNON ST	GROSSBERG MARK P
	121	2900 MCKINNON ST	TISEO LOUIE
	122	2900 MCKINNON ST	KELLY JOSEPH J
	123	2900 MCKINNON ST	LELAND JANET SWARTZ
	124	2900 MCKINNON ST	ARMSTRONG CAPPY RAY &
	125	2900 MCKINNON ST	CUTLER WILLIAM P
	126	2900 MCKINNON ST	LORENTZEN KYLE
	127	2900 MCKINNON ST	DREWS R ERIC & BARBARA B
	128	2900 MCKINNON ST	HEDRICK GARY R & LEANNE B
	129	2900 MCKINNON ST	NIR ADI & SHERYL
	130	2900 MCKINNON ST	HAKERT JAMES DAMIAN &
	131	2900 MCKINNON ST	MARTTER RICHARD P &
	132	2900 MCKINNON ST	MAULDIN JOHN F
	133	2900 MCKINNON ST	ELLEN MARTIN M &
	134	2900 MCKINNON ST	NAZNAT LP
	135	2900 MCKINNON ST	SHAH BIPIN & MRUNALINI
	136	2900 MCKINNON ST	SCHUBERT JOEL S
	137	2900 MCKINNON ST	HEDRICK GARY R &
	138	2900 MCKINNON ST	BRAYMAN JONATHAN L &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
139	2900	MCKINNON ST	GLADDEN JEFFREY R
140	2900	MCKINNON ST	COUNTER MICHAEL J
141	2900	MCKINNON ST	ROEHM DAVID O
142	2900	MCKINNON ST	NATHANSON DAVID HARRY
143	2900	MCKINNON ST	TOUNTAS VICTORIA E
144	2900	MCKINNON ST	RICHEY CHRISTOPHER ALAN
145	2900	MCKINNON ST	HATHAWAY LIVING TRUST UTD THE
146	2900	MCKINNON ST	VICIOSO BELINDA &
147	2900	MCKINNON ST	MONSOUR FAMILY LP
148	2900	MCKINNON ST	MCKINNON STREET CAPITAL LLC AZURE 2003
149	2900	MCKINNON ST	KHAN AMINUL HAQ & SURAIYA NASREEN
150	2900	MCKINNON ST	TRUONG CHAU
151	2900	MCKINNON ST	BORICK STEVEN J REV TR THE
152	2900	MCKINNON ST	MCKINNON PPTIES LLC
153	2900	MCKINNON ST	GAUTIER ELISE M
154	2900	MCKINNON ST	MACATEE WILLIAM F JR
155	2900	MCKINNON ST	CARR JEFFREY &
156	2900	MCKINNON ST	TICE DAVID W
157	2900	MCKINNON ST	GROSCHUP STEPHANIE CHRISTIN
158	2900	MCKINNON ST	FURNER JOINT REVOCABLE TRUST
159	2900	MCKINNON ST	LONTOS DEAN J &
160	2900	MCKINNON ST	FLORIN COMPANY LTD
161	2900	MCKINNON ST	MOOLJI ALY
162	2900	MCKINNON ST	YU KUN WON & JAE EUN
163	2900	MCKINNON ST	MONTGOMERY MELANIE G
164	2900	MCKINNON ST	MAGUIRE MICHAEL F & COLLEEN J
165	2900	MCKINNON ST	MICHELSSEN JOHN J III
166	2900	MCKINNON ST	HARRIS CYNTHIA H &
167	2900	MCKINNON ST	DAVILA JOSEPH A & CARA L
168	2900	MCKINNON ST	HAKIM HAIFA & CAMILLE
169	2900	MCKINNON ST	LAMBA ANU R & INDU

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
170	2900	MCKINNON ST	WARREN MARK T
171	2900	MCKINNON ST	BLOND HEATHER JOY &
172	2900	MCKINNON ST	RIBELIN GLENDA A
173	2900	MCKINNON ST	HENRIETTA EDWARD B TR &
174	2900	MCKINNON ST	LYNCH PETER H
175	2900	MCKINNON ST	HASTINGS EXCHANGE LLC
176	2900	MCKINNON ST	DUWAJI IYAD &
177	2900	MCKINNON ST	GLOBER DEIRDRE DENMAN
178	2900	MCKINNON ST	MCMORRAN MICHAEL &
179	2900	MCKINNON ST	VANDERPOOL NICK III
180	2900	MCKINNON ST	DEWAN MAHBUB & AFREEN
181	2900	MCKINNON ST	CKMC INVESTMENTS
182	2900	MCKINNON ST	BACHMAN MARVIN A & YVONNE
183	2900	MCKINNON ST	SLUGOCKI MAREK &
184	2900	MCKINNON ST	MCALLISTER STEVEN K
185	2900	MCKINNON ST	LUTER JASON S
186	2900	MCKINNON ST	ALBERT MARK & SARA MELNICK
187	2900	MCKINNON ST	MUELLERBARBIER J GABRIEL
188	2900	MCKINNON ST	FIJOLEK RICHARD M
189	2900	MCKINNON ST	MDC LLC
190	2900	MCKINNON ST	GUTIERREZ JAVIER G
191	2900	MCKINNON ST	AZOULAY MOSHE
192	2900	MCKINNON ST	COBLE PARKER
193	2900	MCKINNON ST	RANADE PRASHANT NARAYAN &
194	2900	MCKINNON ST	TROTTER JAMES F
195	2900	MCKINNON ST	MIKLES LEE E & LORI L
196	2900	MCKINNON ST	FISCHER CLIFFORD
197	2300	WOLF ST	MORRISON SEAN J
198	2300	WOLF ST	BOWDON KENNETH & BOBBEYE
199	2300	WOLF ST	MAPLE WOLF STONELEIGH LLC
200	2300	WOLF ST	BROWN JOSHUA M & INETTE S

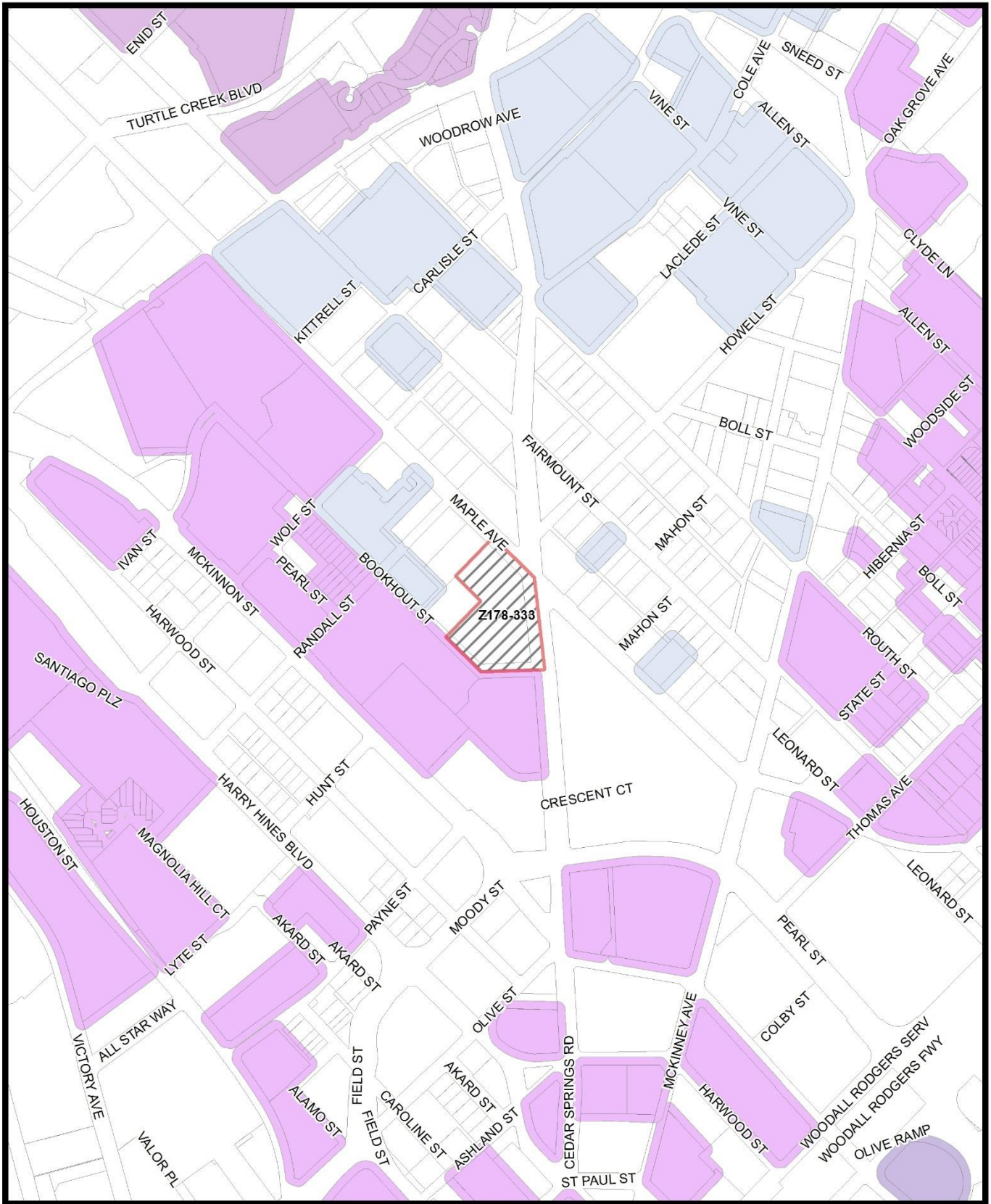
11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
201	2300	WOLF ST	NICKERSON STEVEN CASH &
202	2300	WOLF ST	NICKERSON STEVEN CASH &
203	2300	WOLF ST	MICKEY DAWN
204	2300	WOLF ST	LOMA VIVIENDA TEXAS INC
205	2300	WOLF ST	NINE ACM EXCLUSIVE LLC
206	2300	WOLF ST	SANDERS GEORGE O
207	2300	WOLF ST	PETERSON GALE & ALLAN
208	2300	WOLF ST	MWS FINISHED UNITS LLC
209	2300	WOLF ST	CORBELLINI LIVING TRUST
210	2300	WOLF ST	GOSS TIM K &
211	2300	WOLF ST	HINOJOSA ELIU M
212	2300	WOLF ST	GEORGE WILLIAM WILEY
213	2300	WOLF ST	GOTTLIEB PETER R &
214	2300	WOLF ST	HARRIS LARRY & RACHEL
215	2300	WOLF ST	PALACIOS ANTONIO &
216	2300	WOLF ST	ELLENBOGEN PAUL H &
217	2300	WOLF ST	KALEV BARBARA
218	2300	WOLF ST	HOLLY MARIA ELENA
219	2300	WOLF ST	WOJNAR MGMT TRUST &
220	2300	WOLF ST	COLE THOMAS B
221	2300	WOLF ST	REDFIELD VANCE & SUSAN
222	2300	WOLF ST	ZOLLARS ROBERT & MARY CATHERINE
223	2300	WOLF ST	BORICUA ENTERPRISES LP
224	2300	WOLF ST	BENSYL WILLIAM R &
225	2300	WOLF ST	BHARGAVA PANKAJ RAJ & LORI ANNETTE
226	2300	WOLF ST	TANENBAUM RICHARD I & GLENNA G
227	2300	WOLF ST	STONER SUSAN K & EUGENE C JR
228	2300	WOLF ST	230019A WOLF STREET
229	2300	WOLF ST	DANDRIDGE WILLIAM W &
230	2300	WOLF ST	EAST JOHN WAYNE DR
231	2300	WOLF ST	EAST JOHN WAYNE

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	232	2300 WOLF ST	ETTER TODD F
	233	2300 WOLF ST	MICKEY DAWN
	234	2300 WOLF ST	MASSAD GENE F & BARBARA J
	235	2300 WOLF ST	GREER CHARLES SCOTT & LINDA L
	236	2300 WOLF ST	MONTGOMERY WILLIAM A &
	237	2300 WOLF ST	CARLISLE RICHARD P &
	238	2300 WOLF ST	REGARD BETTY S
	239	2300 WOLF ST	REDFIELD VANCE & SUSAN
	240	2300 WOLF ST	KUNKLE DAVID &
	241	2300 WOLF ST	CARTER LINDA JO
O	A1	2425 CEDAR SPRINGS RD	MARLETT CHRISTOPHER A &
O	A2	2917 FAIRMOUNT ST	MIRAMAR FAIRMOUNT PARTNERS LLC
O	A3	2527 FAIRMOUNT ST	KAME YUGEN SEKININ JIGYO
O	A4	2611 FAIRMOUNT ST	DIKE DAVID FINE ART LLC
O	A5	2628 MAPLE AVE	GREENWAY MAPLE LP
O	A6	2408 CEDAR SPRINGS RD	GREENWAY MAPLE LP
O	A7	2715 FAIRMOUNT ST	KORNYE GEORGE W
O	A8	2719 FAIRMOUNT ST	SHAW EVAN L
O	A9	2723 FAIRMOUNT ST	SHAW EVAN LANE
O	A10	2812 FAIRMOUNT ST	GREENWAY CEDAR SPRINGS LP
O	A11	2718 FAIRMOUNT ST	2718 FAIRMOUNT LP
O	A12	2722 FAIRMOUNT ST	2718 FAIRMOUNT LP
O	A13	2708 FAIRMOUNT ST	VICEROY FAIRMOUNT LP
O	A14	2706 FAIRMOUNT ST	FAIRMOUNT OFFICE LLC
O	A15	2215 CEDAR SPRINGS RD	ASHTON UPTOWN LP
O	A16	2820 MCKINNON ST	WINDSOR AT TRIANON LP
O	A17	2826 BOOKHOUT ST	WINDSOR AT TRIANON LP
O	A18	2508 MAPLE AVE	PASHA & SINA INC
O	A19	2811 MAPLE AVE	GPIF 2811 MAPLE LLC
O	A20	2401 CEDAR SPRINGS RD	GPIF 2401 CS LLC
O	A21	100 CRESCENT CT	CRESCENT TC INVESTORS LP

Z178-333(SM)



MVACCluster A B C D E F G H I NA



1:6,000

Market Value Analysis

Printed Date: 10/31/2018



Agenda Information Sheet

File #: 19-25

Item #: 33.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 2
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 440, on the southeast line of East Grand Avenue, southwest of La Vista Drive

Recommendation of Staff and CPC: Approval, subject to a revised development plan, a revised landscape plan, a traffic management plan, and conditions
Z178-349(JM)

FILE NUMBER: Z178-349(JM)

DATE FILED: August 29, 2018

LOCATION: Southeast line of East Grand Avenue, southwest of La Vista Drive

COUNCIL DISTRICT: 2

MAPSCO: 37 X

SIZE OF REQUEST: ±6.2 acres

CENSUS TRACT: 12.02

**APPLICANT/
OWNER:**

Dallas ISD

REPRESENTATIVE:

Rob Baldwin, Baldwin and Associates

REQUEST:

An application for an amendment to Planned Development District No. 440.

SUMMARY:

The purpose of this request is to allow for the existing elementary school [Eduardo Mata Elementary School] to: increase the maximum allowable floor area from 90,000 square feet, to 155,000 square feet; provide a 15-foot front yard and 10-foot side and rear yard rather than referring to the development plan; redesign the fire lanes to meet Fire Code; provide parking and loading per the Dallas Development Code; and, provide a traffic management plan.

CPC RECOMMENDATION:

Approval, subject to a revised development plan, a revised landscape plan, a traffic management plan, and conditions.

STAFF RECOMMENDATION:

Approval, subject to a revised development plan, a revised landscape plan, a traffic management plan, and conditions.

BACKGROUND INFORMATION:

- PD No. 440 was established by the City Council on May 3, 1996 and contains 6.2038 acres of land for a public school use [Eduardo Mata Elementary School].
- The current request is to allow the Montessori-style elementary school to expand from providing Kindergarten through sixth grade, to Pre-K-3 through eighth grade. There are 40 classrooms currently. The expansion would include six new classrooms for a total of 46 classrooms of which eight are classified as middle school and the remaining 38 are elementary school.
- The proposed three-story building addition will consist of 69,000 square feet. Additionally, the fire lane will be revised, a playground and basketball court are being relocated, and additional landscaping will be provided.
- The following amendments to the PD are requested:
 - The maximum allowable floor area would increase from 90,000 square feet, to 155,000 square feet.
 - Setbacks previously by development plan, now stated in the conditions are: minimum front yard 15 feet; and, minimum side and rear yard 10 feet.
 - Parking was previously approved per the development plan which shows 87 off-street parking spaces are provided. The newly proposed plan indicates 89 reconfigured off-street parking spaces will be provided, which is compliant with Sec. 51A (one-and-a-half and three-and-one-half off-street parking spaces per elementary classroom and middle school classroom, respectively).
 - A TMP has been provided with this request.

Zoning History: There have been two zoning requests within the area in the last five years.

1. **Z156-118:** On April 13, 2016, the City Council approved an application and an ordinance granting Specific Use Permit No. 2186 for a private school on property zoned a CR-D Community Retail District with a D Liquor Control Overlay on the west corner of East Grand Avenue and Shadyside Lane.
2. **Z145-273:** January 13, 2016, the City Council approved an application and an ordinance granting Planned Development District No. 954 for multifamily uses on property zoned an MF-2(A) Multifamily District on the southwest line of Coronado Avenue, east of East Grand Avenue.

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. No formal TMP currently exists for the school. A traffic management plan has been reviewed with this request and is recommended for approval.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
East Grand Avenue	Principal Arterial	100 ft.	Variable
La Vista Drive	Local	55 ft.	55 ft.

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 1.1 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.

1.1.5.7 Ensure that neighborhoods are served by and accessible to neighborhood commercial areas, parks and open space, libraries and schools. Encourage the development of these facilities in priority Area Plans.

Surrounding Land Uses:

	Zoning	Land Use
Site	PD No. 440	Public School (Eduardo Mata Elementary School)
Northwest	CR, CR-D, CD 6, and R-7.5(A)	Single family, nursery, garden shop, or plan sales, hotel, private school, commercial amusement inside, and church
Northeast	PD No. 770, PD No. 954, and MF-2(A)	Multifamily
Southeast	MF-2(A)	Multifamily
South	MF-2(A), MF-1(A), and R-7.5(A) with SUP No. 224	Multifamily and Golf Course (Tennison Golf Course)

Land Use Compatibility:

PD No. 440 was established by the City Council on May 3, 1996, and contains 6.2038 acres of land for a public school use. The request site is currently developed with Eduardo Mata Elementary School. According to Certificate of Occupancy records, the elementary school was built in 1996 and contained 34 classrooms. There are now 40 elementary classrooms. A Certificate of Occupancy submitted for review in August 2018 shows the school transitioning to a Montessori-style school, which includes both elementary and middle school grades. The current request is to allow the Montessori-style school to expand from providing Kindergarten through sixth grade, to Pre-K-3 through eighth grade. The expansion would include six new classrooms for a total of 46 classrooms, of which eight are classified as middle school and the remaining 38 are elementary school.

According to DISD, the existing school contains approximately 79,000 square feet of floor area. The proposed three-story building addition will have a maximum of 69,000 square feet. During construction, a temporary classroom building may be provided towards the east, along La Vista Drive. Additionally, the fire lane will be revised to service all existing and proposed structures in compliance with the existing Fire Code, a playground and basketball court are being relocated, and additional landscaping will be provided.

The following amendments to the PD are requested:

The maximum allowable floor area would increase from 90,000 square feet, to 155,000 square feet. This provides approximately 7,000 square feet of floor area for future expansion, subject to required off-street parking.

Setbacks previously provided by the development plan, are now stated in the conditions as: minimum front yard 15 feet; and, minimum side and rear yard 10 feet.

Surrounding land uses include: single family, garden shop, or plan sales, hotel, private school, commercial amusement inside, and church to the northwest; multifamily to the northeast and southeast; and, multifamily and golf course (Tennison Golf Course) to the south.

The school continues to serve the area. The changes being made will only further the benefit provided to the community.

Market Value Analysis

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets to orange, representing the weakest markets. While the subject site is not located within an identified market type category, it is

closest to Category C across railroad tracks to the south, to the east and northeast across La Vista Drive, and to the northwest across East Grand Avenue. Secondly, Category B can be found to the north and further southwest across East Grand Avenue.

Parking:

The Dallas Development Code requires one-and-a-half and three-and-one-half off-street parking spaces per elementary classroom and middle school classroom, respectively. The elementary school currently has 40 classrooms, which would require 60 parking spaces. However, parking was previously approved per the development plan which depicts 87 off-street parking spaces. The school was over-parked according to the Dallas Development Code. The newly proposed plan indicates 89 reconfigured off-street parking spaces will be provided, which is compliant with the Dallas Development Code requirement of 85 spaces according to the new classroom breakdown of 38 elementary and eight middle school classrooms.

Landscaping:

Landscaping will be provided per the proposed revised landscape plan. The plan was reviewed by the City Arborist and found acceptable. Generally, the existing landscaping will remain.

CPC Action
November 15, 2018

Motion: It was moved to recommend **approval** of an amendment to Planned Development District No. 440, subject to a revised development plan, a revised landscape plan, a traffic management plan, and conditions on the southeast line of East Grand Avenue, southwest of La Vista Drive.

Maker: Rieves
Second: Housewright
Result: Carried: 12 to 0

For: 12 - Rieves, Davis, Shidid, Carpenter, Lewis, Jung,
Housewright, Schultz*, Peadon, Murphy,
Ridley, Tarpley

Against: 0
Absent: 1 - West
Vacancy: 2 - District 3, District 7

*out of the room, shown voting in favor

Notices: Area: 500 Mailed: 69
Replies: For: 3 Against: 0

Speakers: For: Rob Baldwin, 3904 Elm St., Dallas, TX, 75226
Against: None

List of Officers

Dallas Independent School District

Board of Trustees

Dan Micciche

Edwin Flores

Audrey Pinkerton

Jaime Resendez

Dustin Marshall

Lew Blackburn

Joyce Foreman

Miguel Solis

Bernadette Nutall

Z178-349

CPC Recommended PD Conditions
--

**ARTICLE
440.**

PD 440.

SEC. 51P-440.101. LEGISLATIVE HISTORY

PD 440 was established by Ordinance No. 22749, passed by the Dallas City Council on May 3, 1996. Ordinance No. 22749 amended Ordinance No. 19455, Chapter 51A of the Dallas City Code, as amended. (Ord. Nos. 19455; 22749; 26042)

SEC. 51P-440.102. PROPERTY LOCATION AND SIZE.

PD 440 is established on property generally located on the southeast line of East Grand Avenue, southwest of La Vista Drive. The size of PD 440 is approximately 6.2038 acres. (Ord. Nos. 22749; 26042)

SEC. 51P-440.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations contained in Chapter 51A apply.

(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. (Ord. Nos. 22749; 26042)

SEC. 51P-440.104. DEVELOPMENT PLAN.

(a) For a public school, development and use of the Property must comply with the development plan (Exhibit 440A). In the event of a conflict between the provisions of this article and the development plan, the provisions of this article control.

(b) For other permitted uses, Subsection 51A-4.702(c)(2) through (i), regarding submission and amendment of a conceptual development and landscape plan, do not apply. (Ord. Nos. 22749; 26042)

SEC. 51P-440.105. MAIN USES PERMITTED.

- (a) Agricultural uses.
 - Crop production.
- (b) Commercial and business service uses.
 - None permitted.
- (c) Industrial uses.
 - Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*
- (d) Institutional and community service uses.
 - Adult day care facility. *[SUP]*
 - Cemetery or mausoleum. *[SUP]*
 - Child-care facility. *[SUP]*
 - Church.
 - College, university, or seminary. *[SUP]*
 - Community service center. *[SUP]*
 - Convalescent and nursing homes, hospice care, and related institutions. *[RAR]*
 - Convent or monastery.
 - Foster home.
 - Hospital. *[SUP]*
 - Library, art gallery, or museum. *[SUP]*
 - Public or private school.
- (e) Lodging uses.
 - Lodging or boarding house.
- (f) Miscellaneous uses.
 - Carnival or circus (temporary). *[By special authorization of the building official.]*
- (g) Office uses.
 - None permitted.
- (h) Recreation uses.
 - Country club with private membership. *[RAR]*
 - Private recreation center, club, or area. *[SUP]*

- Public park, playground, or golf course.
- (i) Residential uses.
 - College dormitory, fraternity, or sorority house.
 - Duplex.
 - Group residential facility. *[SUP required if spacing component of Section 51A- 4.209(3) is not met.]*
 - Handicapped group dwelling unit. *[SUP required if spacing component of Section 51A-4.209(3.1) is not met.]*
 - Multifamily.
 - Residential hotel.
 - Retirement housing.
 - Single family.
- (j) Retail and personal service uses.
 - None permitted.
- (k) Transportation uses.
 - Transit passenger shelter.
 - Transit passenger station or transfer center. *[SUP]*
- (l) Utility and public service uses.
 - Electrical substation. *[SUP]*
 - Local utilities.
 - Police or fire station. *[SUP]*
 - Radio, television, or microwave tower. *[SUP]*
 - Tower/antenna for cellular communication. *[See Section 51A-4.212(10.1).]*
 - Utility or government installation other than listed. *[SUP]*
- (m) Wholesale, distribution, and storage uses.
 - Recycling drop-off container. *[SUP required if the requirements of Subparagraph (E) of Section 51A-4.213(11.2) are not satisfied.]*
 - Recycling drop-off for special occasion collection. *[SUP required if the requirements of Subparagraph (E) of Section 51A-4.213(11.3) are not satisfied.]*
(Ord. Nos. 22749; 26042)

SEC. 51P-440.106. ACCESSORY USES.

- (a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique

nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

- (b) The following accessory uses are not permitted in this district:
 - Accessory outside display of merchandise.
 - Accessory outside sales.
 - Accessory pathological waste incinerator.
- (c) The “accessory helistop” use is permitted by SUP only. (Ord. Nos. 22749; 26042)

SEC. 51P-440.107. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this section and Division 51A-4.400, this section controls.)

- (a) Front yard.

(1) ~~For a public school, minimum front yard setbacks are as shown on the development plan.~~

- (2) ~~For all other permitted uses,~~ Minimum front yard is 15 feet.

- (b) Side and rear yard.

(1) Minimum side and rear yards for public school ~~structures are as shown on the development plan~~ is 10 feet.

- (2) No minimum side and rear yards for single family structures.

- (3) Minimum side yard for duplex structures is five feet.

- (4) Minimum side yard for all other permitted structures is 10 feet.

- (5) Minimum rear yard for duplex structures is 10 feet.

(6) Minimum rear yard for all other permitted structures is 15 feet. A minimum rear yard of 10 feet may be provided when a building site backs upon an MF(A), NO(A), LO(A), MO(A), GO(A), NS(A), CR, RR, LI, IR, IM, mixed use, or multiple commercial district.

- (c) Dwelling unit density. Maximum dwelling unit density varies depending on whether a density bonus is obtained in accordance with Division 51A-4.900 as follows:

**Maximum Dwelling Unit
Density (dwelling units
per net acre)**

Percentage of SAH <u>Units</u> <u>Provided</u>	Dwelling Units <u>Permitted</u>
0	20
5	22
10	24
15	30
30	40

(d) Floor area ratio. For a public school, a maximum floor area of ~~90,000~~ 155,000 square feet is permitted. For all other permitted uses, no maximum floor area.

(e) Height.

(1) For a public school, maximum structure height is 60 feet.

(2) For all other permitted structures, maximum structure height is 36 feet.

(f) Lot coverage.

(1) Maximum lot coverage is 60 percent for residential structures and 50 percent for all other structures.

(2) Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(g) Lot size.

(1) For a public school, no minimum lot size.

(2) Minimum lot area per dwelling unit must comply with Section 51A-4.116(b)(4)(G).

(h) Stories. No maximum number of stories. (Ord. Nos. 22749; 26042)

SEC. 51P-440.108. OFF-STREET PARKING AND LOADING.

(a) Consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) For a public school, off-street parking ~~must be provided as shown on the development plan. Parking~~ may be provided in the required yards.

(e) For all other permitted uses, consult the use regulations (Division 51A 4.200) for the specific off-street parking requirements for each use. Consult the off-street parking and loading regulations (Division 51A 4.300 et seq) for information regarding off-street parking and loading generally. (Ord. Nos. 22749; 26042)

SEC. 51P-440.109. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. Nos. 22749; 26042)

SEC. 51P-440.110. FENCING.

For a public school, fencing must be provided as shown on the development plan. Fencing may be provided in the required yards. (Ord. Nos. 22749; 26042)

SEC. 51P-440.111. LANDSCAPING.

(a) For a public school, landscaping must be provided as shown on the landscape plan (Exhibit 440B) prior to the issuance of a certificate of occupancy. Plant material must be maintained in a healthy, growing condition.

(b) Prior to the issuance of a building permit, tree preservation criteria must be met as outlined in Division 51A-10.100.

(c) For all other permitted uses, landscaping must be provided in accordance with Article X. (Ord. Nos. 22749; 26042)

SEC. 51P-440.112. SIGNS.

Signs must comply with the provisions for non-business zoning districts contained in Article VII. (Ord. Nos. 22749; 26042)

SEC. 51P-- .11X. TRAFFIC MANAGEMENT PLAN.

(a) In general. Operation of a public school other than an open-enrollment charter school must comply with the traffic management plan (Exhibit 440C).

(b) Traffic study.

(1) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the director by November 1, 2020. After the initial traffic study, the Property owner or operator shall submit updates of the traffic study to the director by March 1 of each even-numbered year.

(2) The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

(A) ingress and egress points;

(B) queue lengths;

(C) number and location of personnel assisting with loading and unloading of students;

(D) drop-off and pick-up locations;

(E) drop-off and pick-up hours for each grade level;

(F) hours for each grade level; and

(G) circulation.

(3) Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

(A) If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

(B) If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

(c) Amendment process.

(1) A traffic management plan may be amended using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).

(2) The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

SEC. 51P-440.113. ADDITIONAL PROVISIONS.

(a) In this PD, a lot for a single family use may be supplied by not more than one electrical utility service, and metered by not more than one electrical meter. The board of adjustment may grant a special exception to authorize more than one electrical utility service and more than one electrical meter on a lot in this PD when, in the opinion of the board, the special exception will:

- (1) not be contrary to the public interest;
- (2) not adversely affect neighboring properties; and
- (3) not be used to conduct a use not permitted in this district.

(b) The entire Property must be properly maintained in a state of good repair and neat appearance.

(c) 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. 22749; 26042)

SEC. 51P-440.114. GENERAL REQUIREMENTS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

(b) The building official shall not issue a building permit or certificate of occupancy for a use in this PD until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. Nos. 22749; 26042)

SEC. 51P-440.115. ZONING MAP.

~~PD 440 is located on Zoning Map No. I 9. (Ord. Nos. 22749; 26042)~~

Proposed Development Plan Details Enlarged

Dallas Independent School District - Eduardo Mata Montessori School

Property Address

**7420 LA VISTA DRIVE
DALLAS, TEXAS 75214**

Current Zoning - PD 440 (Ord.Nos. 19455; 22749; 26042)

First Floor Gross Square Footage	71,519 sq.ft.
Second Floor Gross Square Footage	37,067 sq.ft.
Third Floor Gross Square Footage	37,067 sq.ft.
Penthouse Gross Square Footage	2,550 sq.ft.

Total Gross Square Footage 148,202 sq.ft.

Temporary Portables	Required	Provided
Total Portable Buildings Gross Square Footage	3,074 sq.ft.	
Total Temporary Classrooms	4 Classrooms	

Requirements of Mix Use	Required	Provided
Minimum front yard setback		As noted on development plan
Minimum side yard		As noted on development plan
Minimum side yard adjacent to a street		As noted on development plan
Minimum rear yard		As noted on development plan
Maximum building height	60 Feet	42'-4"

Floor Area Ratio

First Floor Gross Square Footage	71,519 sq.ft.
Second Floor Gross Square Footage	37,067 sq.ft.
Third Floor Gross Square Footage	37,067 sq.ft.
Penthouse Gross Square Footage	2,550 sq.ft.

Total Gross Square Footage 148,202 sq.ft.

Total area of lot: 297,785 sq.ft.

Total Floor Area Ratio 0.497681091 FAR

Parking Analysis

Elementary School Core Classrooms	38
Total Parking at 1.5 spaces per elementary classroom	57
Middle School Core Classrooms	8
Total Parking at 3.5 spaces per elementary classroom	28
Parking required total:	85
Parking provided total:	89

Existing Development Plan



Proposed Landscape Plan

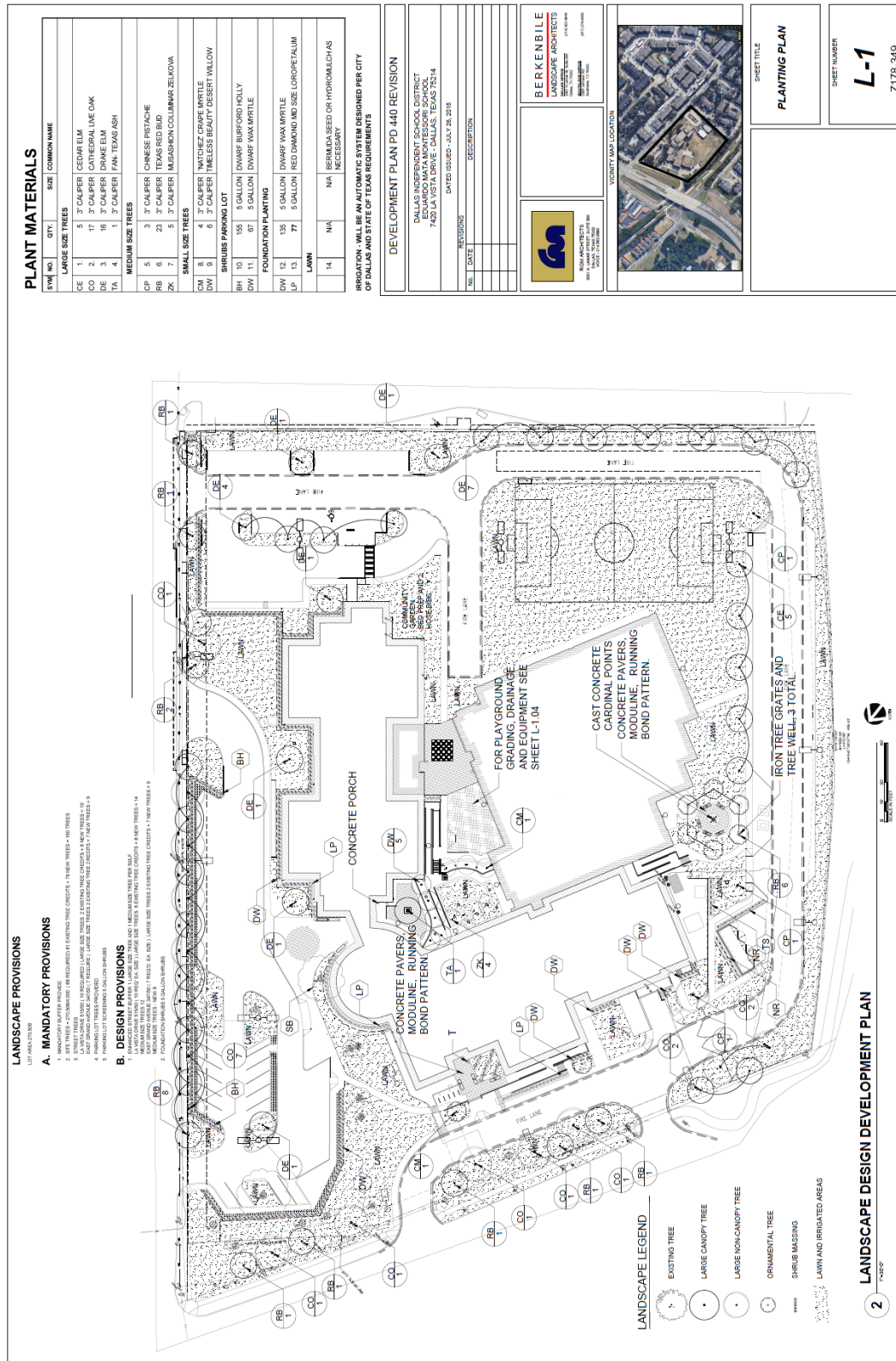


EXHIBIT 440B



LANDSCAPE SITE PLAN

01

Proposed Traffic Management Plan

November 7, 2018

PK# 2607-17.389

Z178-349

TRAFFIC MANAGEMENT PLAN

Project:

DISD Eduardo Mata Montessori School

In Dallas, Texas

Prepared for:

City of Dallas

On behalf of:

Dallas Independent School District

Prepared by:



Hunter W. Lemley, P.E.



7557 Rambler Road, Suite 1400
Dallas, Texas 75231-2388
(972) 235-3031 www.pkce.com
TX.REG: ENGINEERING FIRM F-469
TX. REG. SURVEYING FIRM LS-100080-00

November 7, 2018



TRAFFIC MANAGEMENT PLAN
DISD Eduardo Mata Montessori School
Dallas, Texas

TABLE OF CONTENTS

INTRODUCTION	1
<i>Project Description</i>	1
<i>TMP Objectives</i>	2
<i>Methodology</i>	2
<i>Expectations</i>	3
<i>Changes to TMP</i>	3
Traffic Management Plan	4

Exhibit 1. Recommendations/Proposed Conditions

Appendix

November 7, 2018



INTRODUCTION

The services of Pacheco Koch (PK) were retained by Baldwin Associates, on behalf of Dallas Independent School District, to prepare a Traffic Management Plan (TMP) for Eduardo Mata Montessori School (the "School") located at 7420 La Vista Drive in Dallas, Texas. This TMP is site-specific and relates to the peak traffic activity associated with school traffic at the site.

DISD is seeking amend the Planned Development District for the property from the City of Dallas (the "Approving Agency") to facilitate proposed site improvements. Submittal of a TMP, prepared by a registered professional engineer experienced and skilled in the field of traffic/transportation engineering, is one of the requirements of Approving Agency's application process. This TMP was prepared by registered professional engineers employed by Pacheco Koch. Pacheco Koch is a licensed engineering firm based in Dallas, Texas, that provides professional services in traffic engineering, transportation planning, and other fields.

School Description

The site currently consists of an existing public elementary school with grades Pre-k through 6th. Proposed site improvements include the additions of Montessori middle school level classrooms and the addition of 7th and 8th grades. Current and future student enrollment is summarized below in Table 1. School starts at 7:45 AM and ends at 2:55 PM. Calculations for vehicle accumulation and parking numbers are based upon estimated ratios – estimated linear feet of queue per student based on city commissioned traffic study – and validated by on-site dismissal observations conducted on November 19th, 2018.

Table 1. Student Enrollment

LEVEL	CURRENT	FUTURE
Pre-K	66	66
Kindergarten	88	88
1st Grade	88	88
2nd Grade	88	88
3rd Grade	88	88
4th Grade	88	88
5th Grade	75	100
6th Grade	75	100
7th Grade	–	100
8th Grade	–	100
TOTAL	656	906

*Enrollment Data provided by DISD

Access to the campus is via La Vista Drive, a two-lane local street, from E Grand Avenue, a six-lane, median-divided major thoroughfare. The school also is accessed by a "Frontage Road" (E Grand Avenue), an adjacent street

November 7, 2018



immediately west of the school – one-way during school hours – via La Vista Drive. The intersection at E Grand Avenue and La Vista Drive is a signalized intersection. The school is located in a predominately residential area.

TMP Objectives

A Traffic Management Plan (TMP) is a site- or area-specific plan of recommended actions and strategies to manage vehicular traffic and parking, pedestrian activity, and travel by all other modes during peak demand conditions for a planned event. A term of definitions and disclaimers can be found in the **Appendix** of this Report. The "Objectives" of a TMP are to:

1. Provide a safe environment for all Users on site and the travelling public in the vicinity of the site during the Event times;
2. Minimize (and maintain within reasonable levels) travel delays and traffic congestion on site and in the vicinity of the site during the Event;
3. Ensure reasonable access and circulation is maintained on the public street system in the vicinity of the site during the Event;
4. Provide appropriate information to the travelling public in the vicinity of the site to allow for proper awareness of anticipated traffic conditions during the Event; and,
5. Promote reasonable strategies to manage travel demand to and from the site, including use of alternative modes of travel (such as walk, bike, bus, transit, etc.), when practical.

Methodology

When feasible, the Analyst should conduct first-hand observations of existing event to develop an understanding of site-specific traffic/transportation characteristics, such as: drop-off/pick-up frequency, parking needs, alternative travel mode use, safety issues, queuing, traffic congestion, site access, current traffic management strategies in use, etc. When it is not feasible to conduct such observations, interviews with staff or personnel familiar with those items is desirable. When neither option is available, the Analyst may be required to rely upon published information and/or professional judgment and experience.

Once the base information is assembled, the Analyst should estimate the projected traffic/transportation characteristics generated by the proposed Event. Next, the Analyst should inventory the attributes and resources of the subject site and determine how the site can best accommodate those projected conditions. Based upon that assessment, the recommended TMP Strategies shall be developed to optimally achieve the basic TMP Objectives. The recommended TMP Strategies should be reviewed by the School (ideally, the TMP Manager) for refinement and approval before formal submittal to the Approving Agency.

November 7, 2018



Expectations

NOTE TO SCHOOL: By submittal of a TMP to the Approving Agency, the School is implicitly agreeing to implement, maintain, and comply with the recommended actions presented herein subject to acceptance by Approving Agency and any associated conditions Approving Agency may impose. It is also inferred that the School agrees to be self-accountable for these actions until and unless Approving Agency deems further measures are appropriate or the TMP is no longer required.

Recommended TMP Strategies may include one-time measures to be implemented before the Event and/or ongoing actions to be performed before, during, or after the Event. Recommended TMP Strategies involving on-site measures or actions are generally considered to be the responsibility of the School.

To ensure appropriate compliance and consistent implementation of the TMP, it is recommended that the School appoint a TMP "Manager". In general, a Manager should be a qualified and capable individual or group of individuals assigned to take responsibility of the TMP and be accountable for successful implementation in order to achieve the Objectives described earlier (see "Exhibit 1"). Other specific duties of the Manager include:

- Monitor effectiveness of TMP strategies and make prudent adjustments, as needed, to more effectively accomplish the TMP Objectives
- Maintain an awareness of readily-available alternative transportation modes serving the site and facilitate and promote their use during the Event when practical
- Serve as a liaison to the Approving Agency(-ies), when needed
- When applicable, provide training and direction to other personnel assigned to implement the TMP measures
- Provide instruction to Users on how to comply with the intent of the TMP

Recommended TMP Strategies were developed specifically for the period(s) of peak traffic demand and are depicted in the respective exhibit. For periods of less intense traffic demand, recommended TMP Strategies may be utilized, in part or in whole, as needed to realize the TMP Objectives.

Changes to TMP

Informal changes to any recommended TMP Strategies presented herein to improve efficiency or effectiveness may be implemented at the discretion of the School if those changes are prudent and do not compromise the TMP Objectives. It is recommended that changes implemented under such circumstances be documented and retained by the School for future reference or upon request. At the discretion of the Approving Agency, submittal of a formally revised TMP report/document or a validation study may be required on a predetermined or as-needed basis.

November 7, 2018



TRAFFIC MANAGEMENT PLAN

NOTE: Recommended TMP Strategies contained herein are based upon the best data, site-specific information, and analytical processes readily available at the time of the study. However, specific quantities related to traffic congestion at peak periods (e.g., duration, length of queue, etc.) are estimated values. Actual quantities may vary due to unknown or unquantifiable variables and other operational factors that may occur. In the event that actual, future conditions generate undue burden on Users and/or the travelling public, modifications to the TMP should be considered. (See preceding NOTE for guidance on implementing changes to the TMP.) However, in extreme conditions, TMP actions may not be capable of mitigating all traffic conditions, and it may be incumbent on the School to consider operational, institutional, or other long-term changes to address issues on a more permanent basis.

A summary of existing conditions is provided below:


- Parent pick-up activity currently occurs on La Vista Drive and "Frontage Road". School buses load and unload students within the north parking lot.

A graphical summary of specific recommendations and proposed conditions is provided below and depicted in **Exhibit 1**:

1. **Install Parking Restrictions During School Traffic Periods** – Install parking restrictions alongside the westbound curbside of La Vista Drive. Continue to allow parent pick-up to occur at the existing parallel parking spaces on La Vista Drive.
2. **Enforce Existing, On-street Parking Restrictions During School Traffic Periods** – Enforce existing, on-street parking restrictions along northbound and southbound "Frontage Road" adjacent to school during school traffic periods.

REVIEW AND COMMITMENT

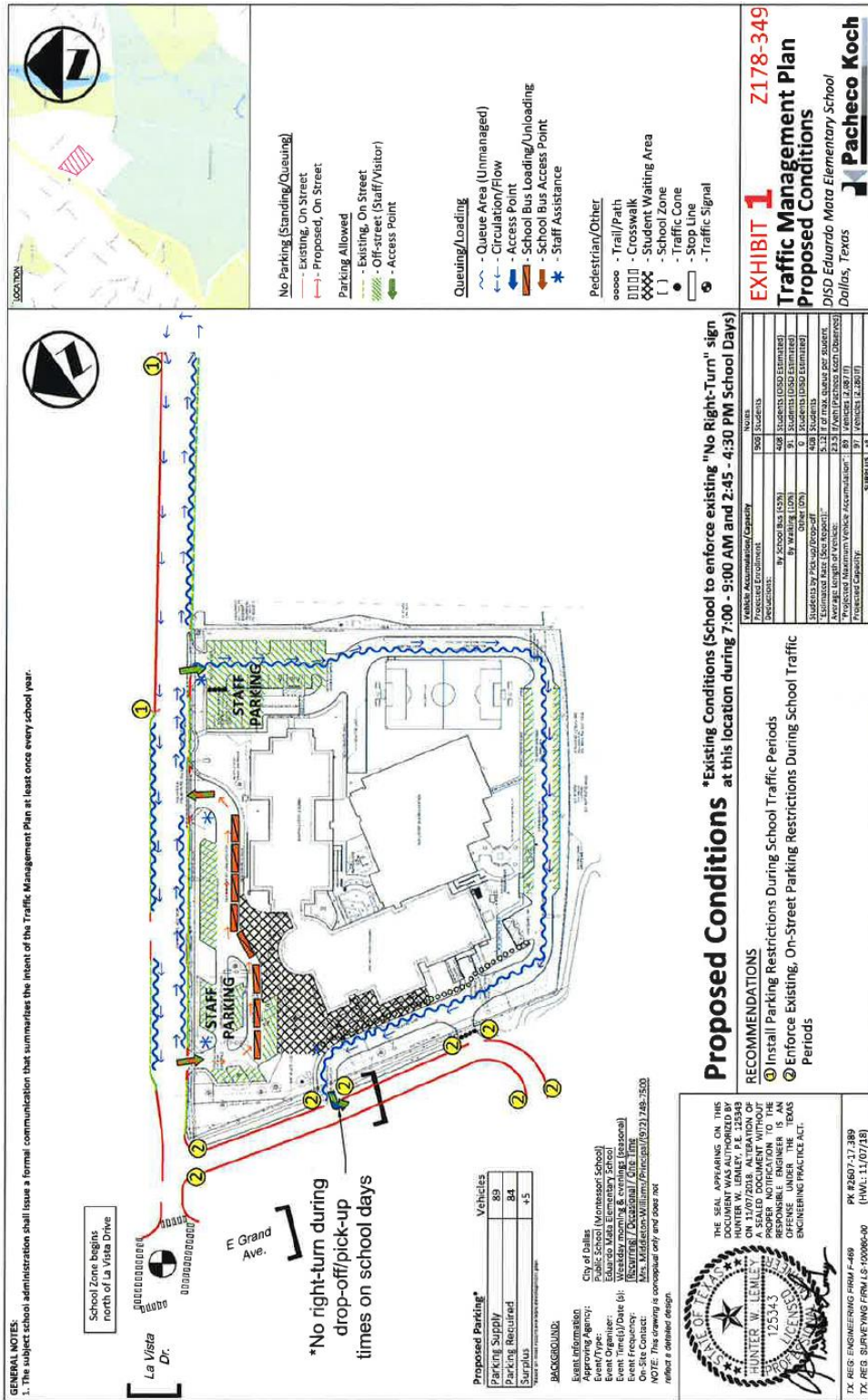
This school traffic management plan (TMP) for Eduardo Mata Montessori School was developed with the intent of optimizing safety and efficiently accommodating vehicular traffic generated during the school's typical student drop-off and pick-up periods. It is important to note that a concerted and ongoing effort by and the full participation of the school administration are essential to accomplish these goals. By the endorsement provided below, the school administration hereby agrees to implement, adhere to, and support the strategies presented in this TMP for which the school is held responsible until or unless the City of Dallas deems those strategies are no longer necessary or that other measures are more appropriate.


 Signature
 Name: Tameka Williams
 Title: Principal

11/8/18
 Date

END OF MEMO

Proposed Traffic Management Plan



APPENDIX

DEFINITIONS:

Terms are used in this report:

"Event" – a planned event(s), recurring or non-recurring, for which this TMP is being prepared (i.e., "school day")

"School" (a.k.a., "Event Organizer") – the person, group, or organization responsible for the Event

"TMP Manager" – a person or persons designated by the School to implement the TMP (also see additional tasks in the *Expectations* section)

"Users" – guests/patrons attending the Event

"Analyst" – the person(s) preparing the TMP for the School

"Approving Agency" – the municipality or government agency requiring the Traffic Management Plan

"Traffic Department" – the department of the public agency responsible for traffic operations for a given right-of-way

"Site" – the property at which the Event is located (generally assumed to be occupied by the School)

"TMP Strategies" – actions recommended by the Analyst to be undertaken before, during, or after the Event in order to manage traffic on or off site

"Queue Area" – the area for parent/guardian of a student to wait and load their student into the vehicle. (For an unmanaged protocol, the parent/guardian may wait curbside to load their student into the vehicle or may walk up to the school building to pick up their student. An unmanaged protocol does not require hang-tags, etc. however a by-pass lane is necessary in order to facilitate traffic.)

DISCLAIMERS:

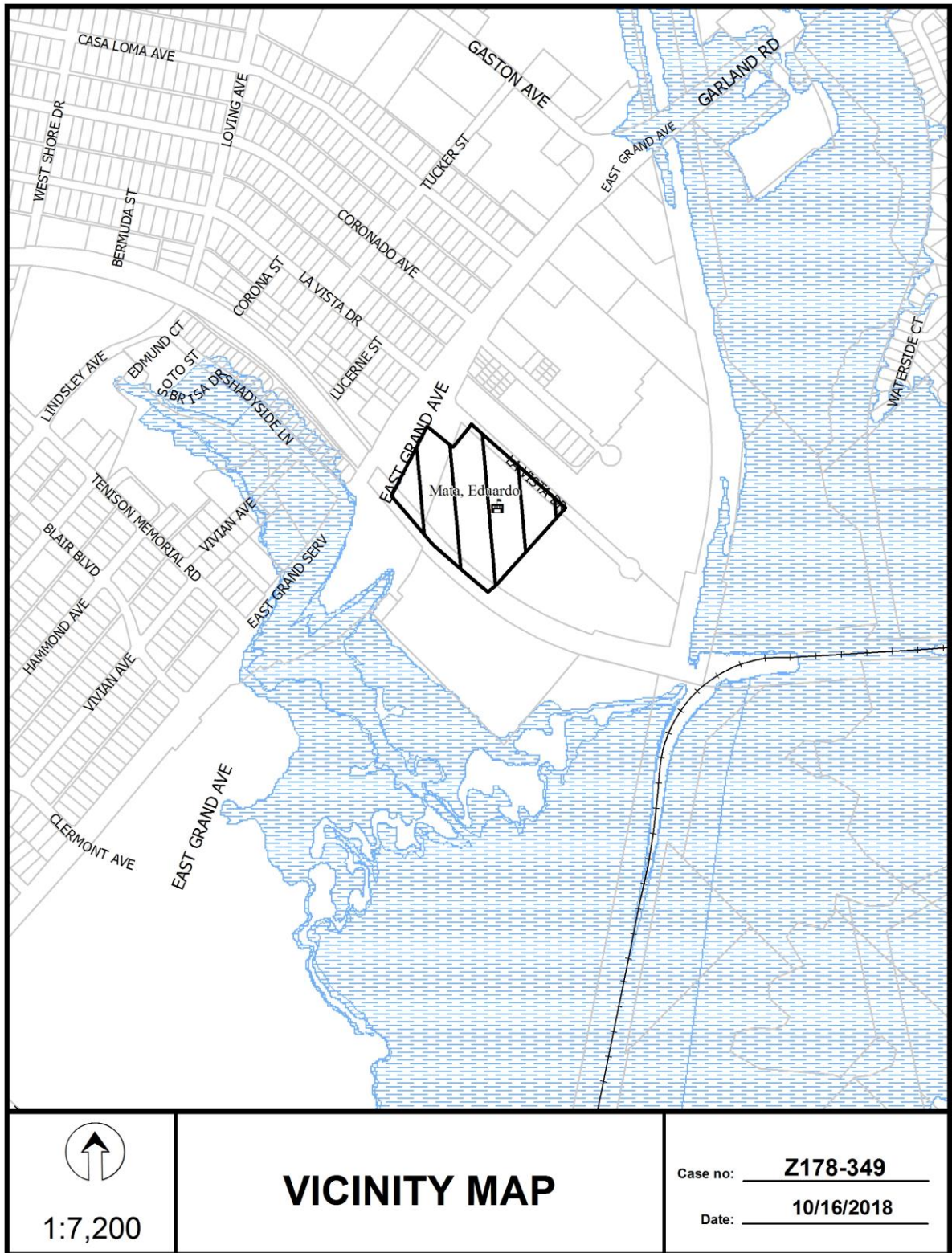
A TMP should be developed by, or in concert with, an individual familiar with the general characteristics of the Event and the associated traffic/transportation needs. For this study, PK worked with School representatives to develop the proposed recommendations.

Recommended TMP Strategies should be based upon applicable engineering principles of traffic safety and traffic operations.

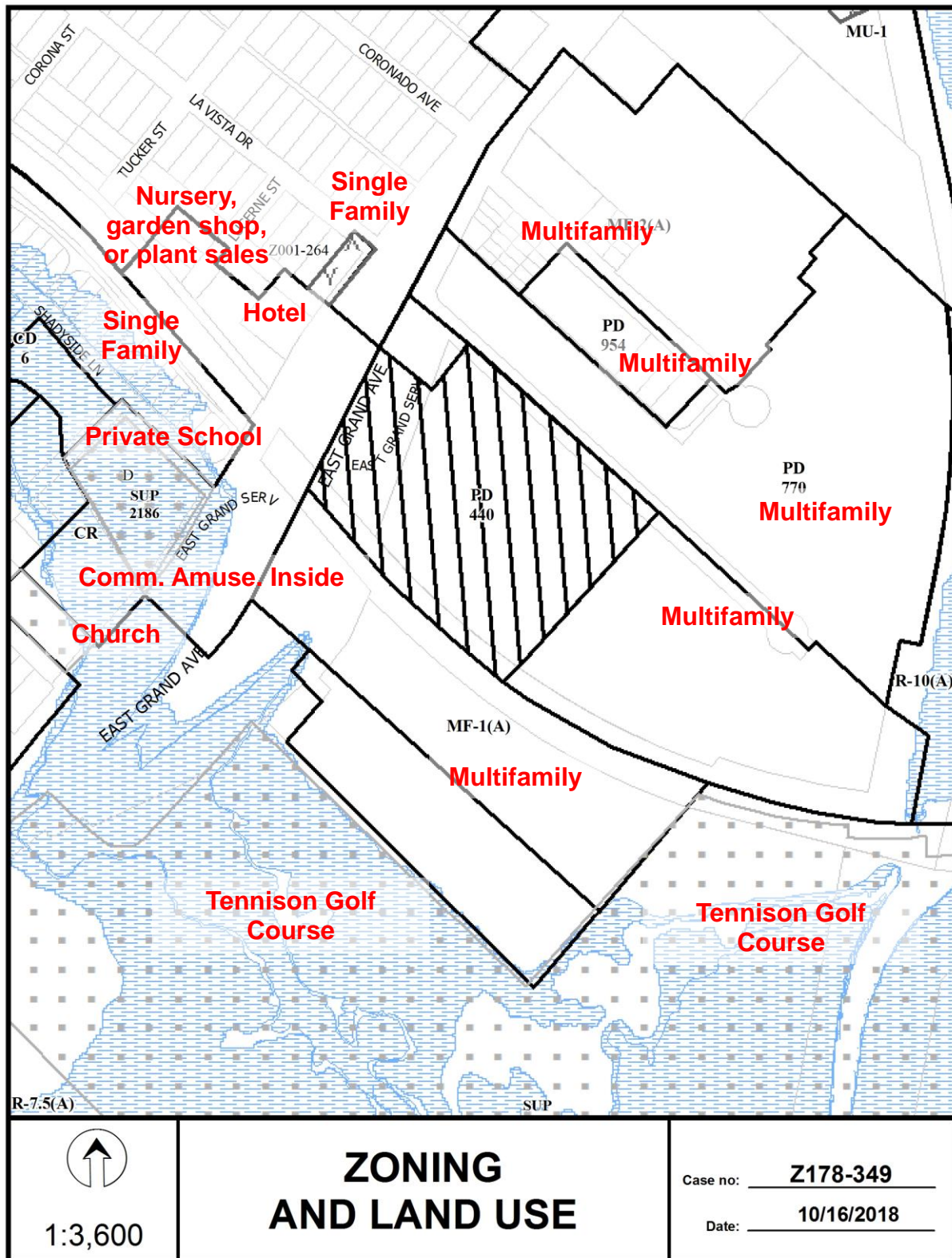
Any recommended TMP Strategies involving traffic control devices in the public right-of-way (including installation or removal of signs, pavement markings, etc.) are subject to the approval of, and must be implemented under direction of, the Traffic Department.

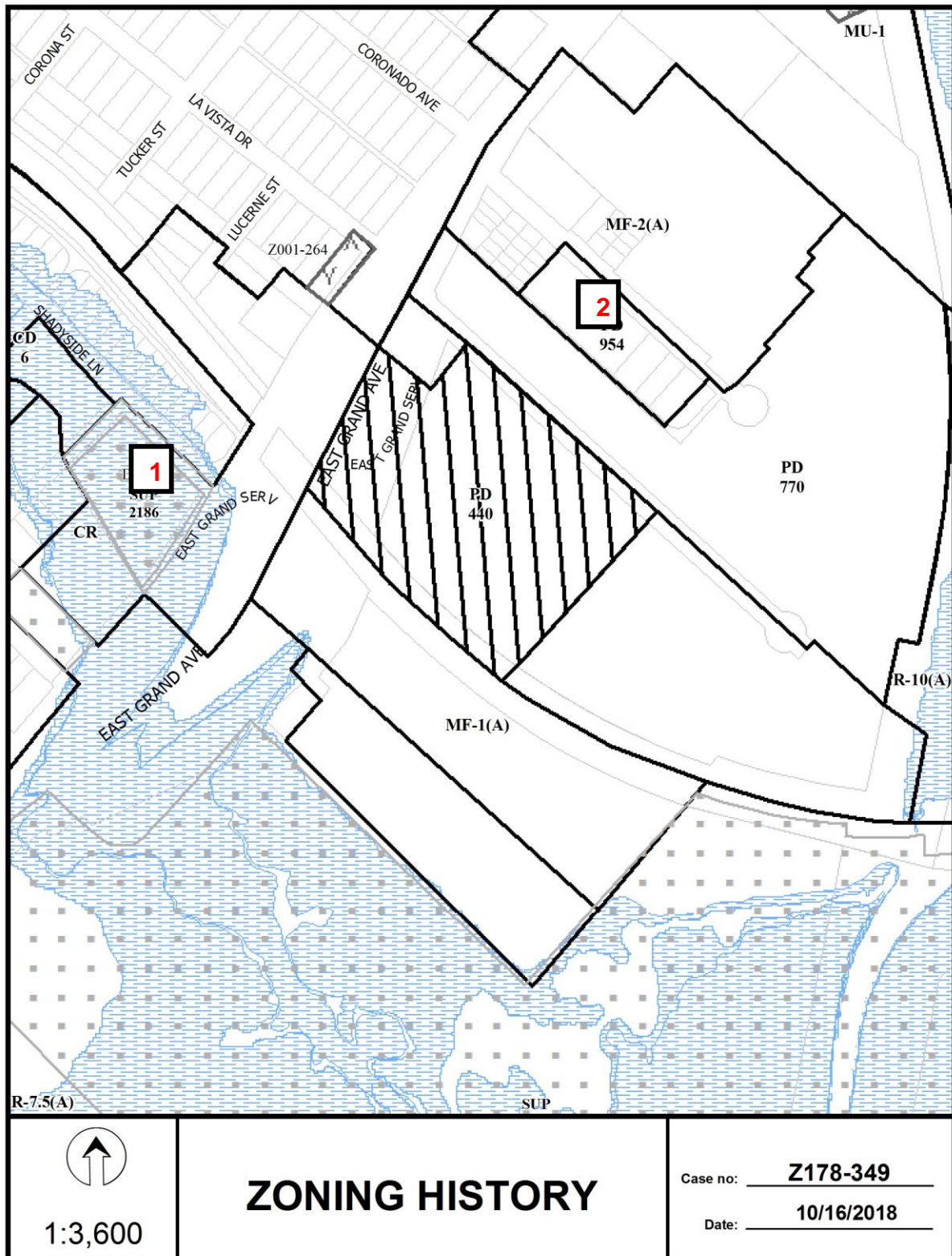
No private individual should perform, or attempt to perform, any act of traffic control within public right-of-way; only deputized officers of the law or other authorized representatives of the Traffic Department may manipulate traffic conditions within the public right-of-way.

The recommendations presented in this report reflect Pacheco Koch's assessment of current and projected traffic needs based on observations and professional judgment and incorporate feedback from DISD representatives. Pacheco Koch is not responsible for operations at the school; however, the recommendations have been presented to on-site school personnel with authority over implementation of the Plan (see **Exhibit 1** for on-site contact information). Pacheco Koch was not involved with site selection, site design, or the current operations for this project.









CPC RESPONSES



11/14/2018

Reply List of Property Owners***Z178-349******69 Property Owners Notified******3 Property Owners in Favor******0 Property Owners Opposed***

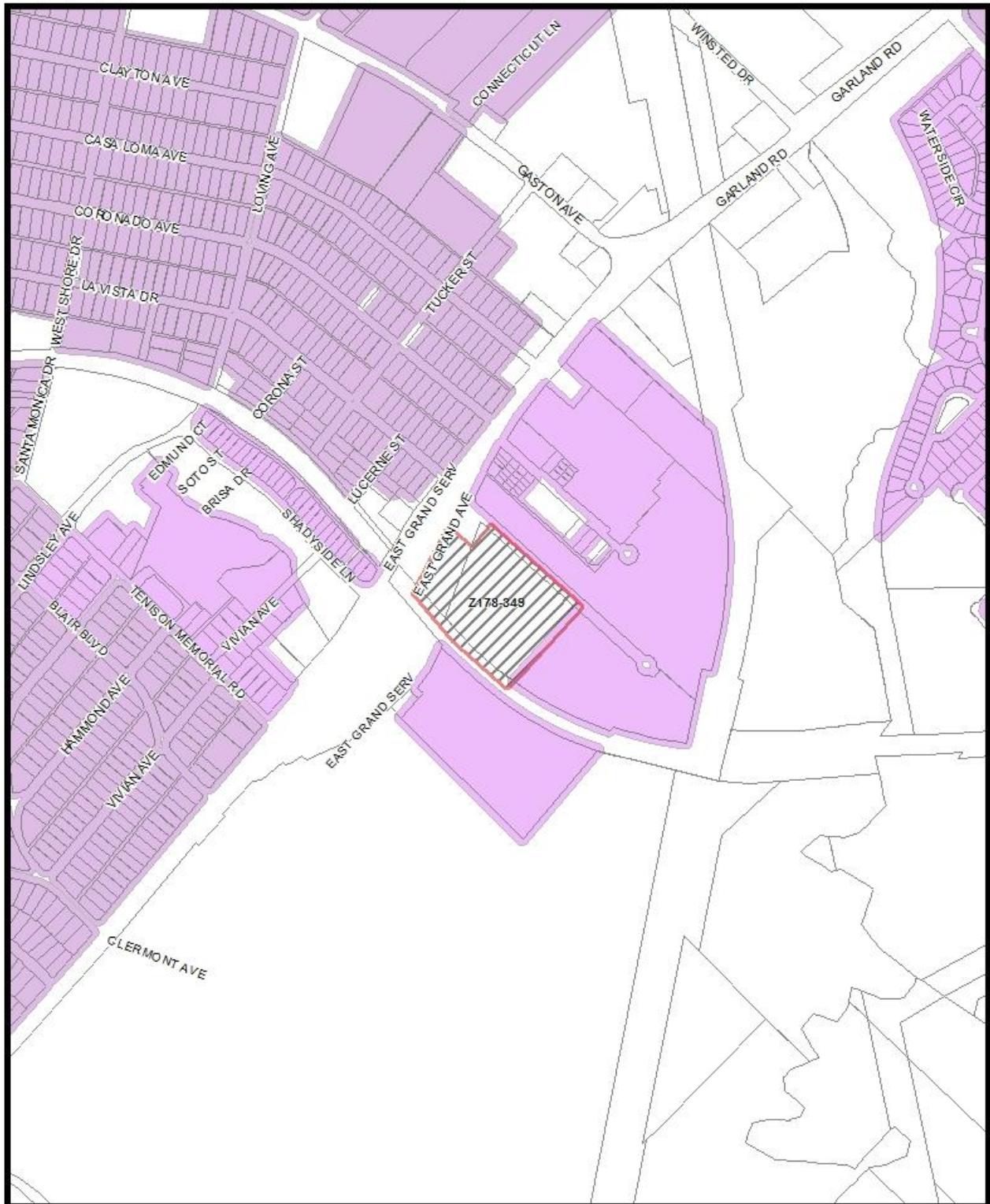
<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	7260 EAST GRAND AVE	Dallas ISD
	2	401 S BUCKNER BLVD	DART
	3	7140 EAST GRAND AVE	7140 E GRAND LLC
	4	7427 CORONADO AVE	SPARK ACQUISITIONS LLC
	5	7434 CORONADO AVE	LAKE VIEW AT WHITE ROCK LLC THE
	6	7414 EAST GRAND AVE	WHITE ROCK CORONADO
	7	7137 EAST GRAND AVE	PAN AMERICAN GOLF ASSN
	8	7335 LA VISTA DR	SELF RICKEY LYNN &
	9	7327 LA VISTA DR	MCGUIRK CHRISTOPHER &
	10	7331 LA VISTA DR	MADER GREGG A & CHARLYNN
O	11	7319 LA VISTA DR	SHARPE DAVID LEE & BARBARA LYNN
	12	7318 LA VISTA DR	TRIPLETT PETER M &
	13	1809 LUCERNE ST	KHANDHERIA MILI &
	14	1807 LUCERNE ST	FOUR T LAND LLC
	15	1805 LUCERNE ST	DIMAS MIGUEL ET AL
	16	1803 LUCERNE ST	MILLER IRMA E ESTATE OF
	17	7200 EAST GRAND AVE	JOPLIN MARY C
	18	7326 LA VISTA DR	VISNEAU DAVID EDWARD
	19	7330 LA VISTA DR	TIAN YUE
	20	7334 LA VISTA DR	HALE TRACY A
	21	7338 LA VISTA DR	FINLAN PAMELA
	22	7342 LA VISTA DR	RUIBAL FARMS LP
	23	7201 EAST GRAND AVE	JAY SITARAM HOSPITALITY
	24	1814 LUCERNE ST	RACZ TIBOR
	25	7330 CORONADO AVE	BECKWITH DANIEL P & LARA L
	26	7334 CORONADO AVE	KRONING JOEL &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	7338 CORONADO AVE	WALTON JOE E & LINDA MARIE
	28	7150 EAST GRAND AVE	AHC METRO LAKEWOOD LP
	29	7440 LA VISTA DR	IP TENISON LP
	30	7416 CORONADO AVE	ALLEN JAMES D
	31	7416 CORONADO AVE	POLK MARY J
	32	7416 CORONADO AVE	ENGLISH JONATHAN W
O	33	7416 CORONADO AVE	HORTON MICHAEL R
	34	7416 CORONADO AVE	MCGARRY KAITLIN R
	35	7416 CORONADO AVE	ANTENUCCI ALESSANDRA
	36	7416 CORONADO AVE	NAFFEE NARDOS
	37	7416 CORONADO AVE	HENDERSON NICOLE
	38	7416 CORONADO AVE	HOFFMAN DAVID J &
	39	7416 CORONADO AVE	BRYANT DAVID C JR
	40	7416 CORONADO AVE	SMITH MALLORY E &
	41	7416 CORONADO AVE	SATTAR WASIF
	42	7416 CORONADO AVE	JIMENEZ JESSICA M
	43	7416 CORONADO AVE	SHAFIEI SCOTT
	44	7416 CORONADO AVE	SONNIER KRISTA M
	45	7416 CORONADO AVE	ANASTASE ALEXANDRU
	46	7416 CORONADO AVE	CROWDER CHRISTOPHER M
	47	7416 CORONADO AVE	CHEEK ROBERT CLAY
	48	7460 CORONADO AVE	LAKEWOOD FLATS OWNER LP
	49	7419 CORONADO AVE	US BANK NATIONAL ASSOC
	50	7403 CORONADO WAY	MOLESTINA KENNY CHARLES
	51	7405 CORONADO WAY	INGERSOLL KELLI
	52	7407 CORONADO WAY	HANSBROUGH ANDREW
O	53	7409 CORONADO WAY	RICO KASSIDY TODD
	54	7402 CORONADO WAY	MURRAY DOUG
	55	7404 CORONADO WAY	DEMOTT CRYSTAL
	56	7406 CORONADO WAY	BASIRAT SOHAIL
	57	7408 CORONADO WAY	FARHAK ESFANDIAR NIMA

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
58	7159	EAST GRAND AVE	MARTINEZWALLACE LLC
59	994	SHADYSIDE LN	MM FINISHED LOTS LLC
60	1078	SHADYSIDE LN	LANDRUM JUSTIN ROBB &
61	1110	SHADYSIDE LN	WINKLER ANTHONY & SUMMER
62	1114	SHADYSIDE LN	CHEN XIYU
63	1124	SHADYSIDE LN	MEGATEL HOMES INC
64	1134	SHADYSIDE LN	DUGAS HALEY A
65	1154	SHADYSIDE LN	BANGERA NITIN &
66	1164	SHADYSIDE LN	REDDY REKHA
67	7343	LA VISTA DR	HENDERSON COURTNEY & BRIAN
68	7339	LA VISTA DR	HENDRICKS KEITH
69	401	S BUCKNER BLVD	DART



MVACluster A B C D E F G H I NA



Market Value Analysis

Printed Date: 10/18/2018



Agenda Information Sheet

File #: 19-26

Item #: 34.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 5
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an R-7.5(A) Single Family District on property zoned a CR-D Community Retail District with a D Liquor Control Overlay, on the north line of Bearden Lane, east of South Buckner Boulevard
Recommendation of Staff and CPC: Approval with retention of the D Liquor Control Overlay Z178-365(AM)

FILE NUMBER: Z178-365(AM) **DATE FILED:** September 10, 2018

LOCATION: North line of Bearden Lane, east of South Buckner Boulevard

COUNCIL DISTRICT: 5 **MAPSCO:** 48 Y

SIZE OF REQUEST: ± .52 acres **CENSUS TRACT:** 90.00

OWNER/APPLICANT: Abel Pena Tovar and Santos Isabel Portillo

REPRESENTATIVE: Adam Panter; Inceptive Group, Inc.

REQUEST: An application for an R-7.5(A) Single Family District on property zoned a CR-D Community Retail District with a D Liquor Control Overlay.

SUMMARY: The applicant proposes to allow for the construction and occupation of a single family home. The property will retain the D Liquor Control Overlay.

CPC RECOMMENDATION: **Approval** with retention of the D Liquor Control Overlay.

STAFF RECOMMENDATION: **Approval** with retention of the D Liquor Control Overlay.

BACKGROUND INFORMATION:

- The site was previously developed with a single family dwelling and an accessory structure (garage).
- On October 24, 2017 a demolition permit was issued to remove the existing single family dwelling from the site.
- The accessory structure (garage) remains on-site.
- The proposed R-7.5(A) Single Family District is requested to allow for the construction of a single family dwelling which will replace the dwelling that was demolished in 2017.

Zoning History: There have been three zoning changes requested in the area within the last five years.

1. **Z156-183:** On November 13, 2017, City Council heard an authorized hearing to determine the proper zoning with consideration given to the appropriate uses, development standards, and other appropriate regulations in Planned Development District NO. 366, the Buckner Boulevard Special Purpose District.
2. **Z156-320:** On November 9, 2016, City Council approved a Specific Use Permit for the sale of alcoholic beverages in conjunction with a restaurant without drive-in service on property within Subarea 6 of Planned Development District No. 366, the Buckner Boulevard Special Purpose District, with a D-1 Liquor Control Overlay.
3. **Z167-125:** On February 22, 2017, City Council approved Specific Use Permit No. 2034 for the sale of alcoholic beverages in conjunction with a general merchandise or food store greater than 3,500 square feet on property zoned Subarea 6 within Planned Development District No. 366, the Buckner Boulevard Special Purpose District, with a D-1 Liquor Control Overlay.

Thoroughfares/Streets:

Thoroughfares/Streets	Type	Existing ROW
Bearden Lane	Local	25 feet
South Buckner Boulevard	Principal Arterial	107 feet

Traffic:

The Engineering Division of the Sustainable Development and Construction Department, has reviewed the request and determined that the proposed request will not have a negative impact on the surrounding street system.

STAFF ANALYSIS:**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* was adopted by the Dallas City Council on June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in the evaluation of the applicant's request. The proposed zoning request meets the following goals and objectives 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.

GOAL 1.3 PROVIDE EQUITABLE OPPORTUNITIES FOR DALLAS RESIDENTS

Policy 1.3.1 Create housing opportunities throughout Dallas.

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 ELEMENT**GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY**

Policy 5.2.1 Maintain neighborhood scale and character

Surrounding Land Uses:

	Zoning	Land Use
Site	CR-D	Accessory Structure (Garage)
North	CR-D; R-7.5(A)	General Merchandise; Undeveloped
East	R-7.5(A)	Single Family
South	Subarea 1 within PDD No. 366 w/D Overlay; R-7.5(A)	Single Family
West	CR-D	Single Family

Land Use Compatibility:

This request site is located approximately 456 feet east from the R.O.W. line of South Buckner Boulevard and approximately 217 feet west from the R.O.W. line of Lolita Drive. While Buckner Boulevard is a commercial corridor that lies to the west of the request site, the location of the site is situated at the start of a single family district to the east (Lolita Drive).

Allowing for a zoning change to an R-7.5(A) Single Family District will enable the construction of a single family dwelling. It is staff's position that the properties fronting South Buckner Boulevard distinctively delineate the CR Community Retail District. However, the extension of the single family district will clarify the demarcation between the established commercial corridor and residential district. Further, the change in zoning will promote the stability and integrity of the established neighborhood.

Staff's recommendation for approval is based on the proposed effects of the zoning change on the surrounding properties. There will be no adverse impact on the surrounding commercial or residential communities if the parcel is zoned an R-.7.5(A) Single Family District. While the development of retail uses on the property would not disrupt the established block face continuity, the existing CR District would have to conform to the more restrictive front yard setback of 25-feet for an R-.7.5(A) District compared to the 15-foot front yard setback requirement in a CR District. Although the CR District will not disrupt the established block face continuity it will disrupt the configuration of the off-street parking requirement as residential districts permit parking behind the front yard setback and nonresidential districts allow parking to extend to the front property line.

Furthermore, the residential feeder streets (Lolita and Bearden) may prove to be a challenge for traffic flow for the community as the streets are designed to service the circulation of residential traffic rather than the higher vehicle trips generally generated by commercial uses. Therefore staff supports the request to rezone the property from a CR-D Community Retail District with a "D" Liquor Control Overlay to an R-7.5(A) Single Family District.

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>					
CR Community retail	15'	20' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office
R-7.5(A) Single Family	25'	5'	1 Dwelling Unit / 7,500 sq. ft.	30'	45%		Single family

Market Value Analysis

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local

experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets to orange, representing the weakest markets. The subjects site and surrounding properties are within MVA Category "F".

Parking:

At the time of development, off-street parking requirements must be provided in accordance with the Dallas Development Code, as amended. An R-7.5(A) Single Family District requires one off-street parking space per dwelling unit compared to a retail use district which would typically require one space per 200 square feet of floor area.

Landscaping:

At the time of development, landscaping must be provided in accordance with Article X, of the Dallas Development Code, as amended.

NOVEMBER 15, 2018 - CITY PLAN COMMISSION MINUTES

Z178-365(AM)

Motion: It was moved to recommend **approval** of an R-7.5(A) Single Family District on property zoned a CR-D Community Retail District with a D Liquor Control Overlay, on the north line of Bearden Lane east of South Buckner Boulevard.

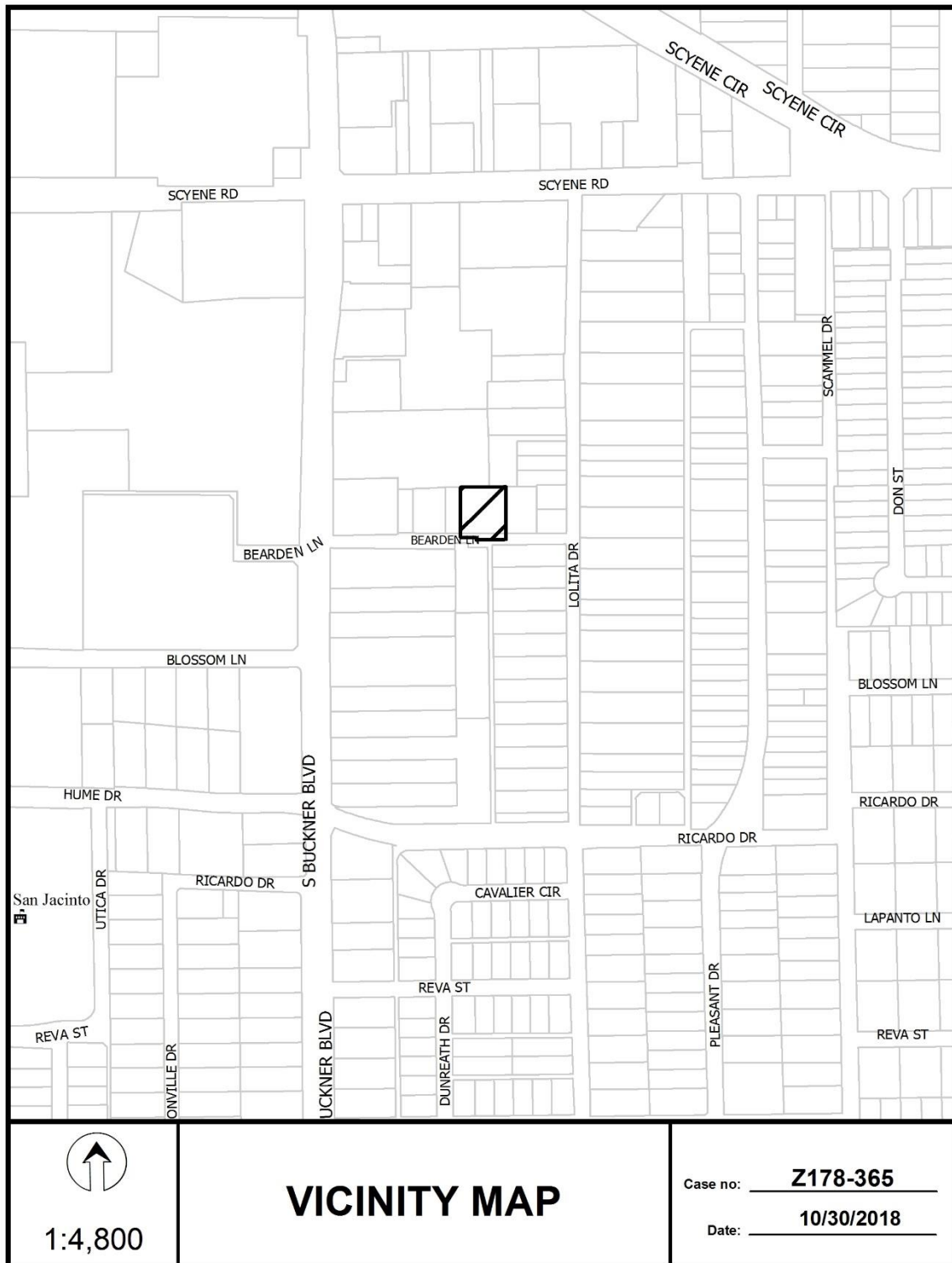
Maker: Shidid
Second: West
Result: Carried: 13 to 0

For: 13 - West, Rieves, Davis, Shidid, Carpenter, Lewis,
Jung, Housewright, Schultz, Peadon, Murphy,
Ridley, Tarpley

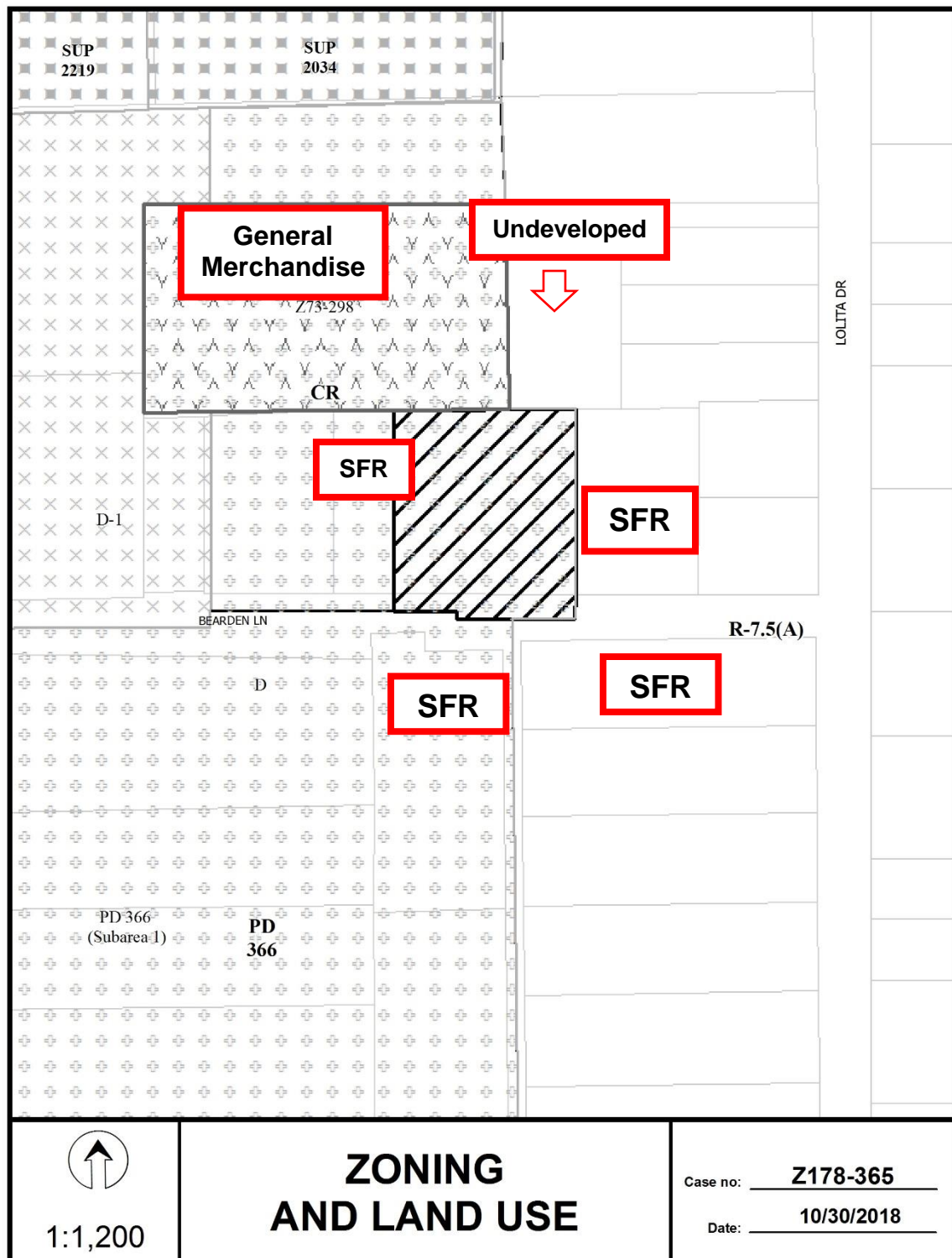
Against: 0
Absent: 0
Vacancy: 2 - District 3, District 7

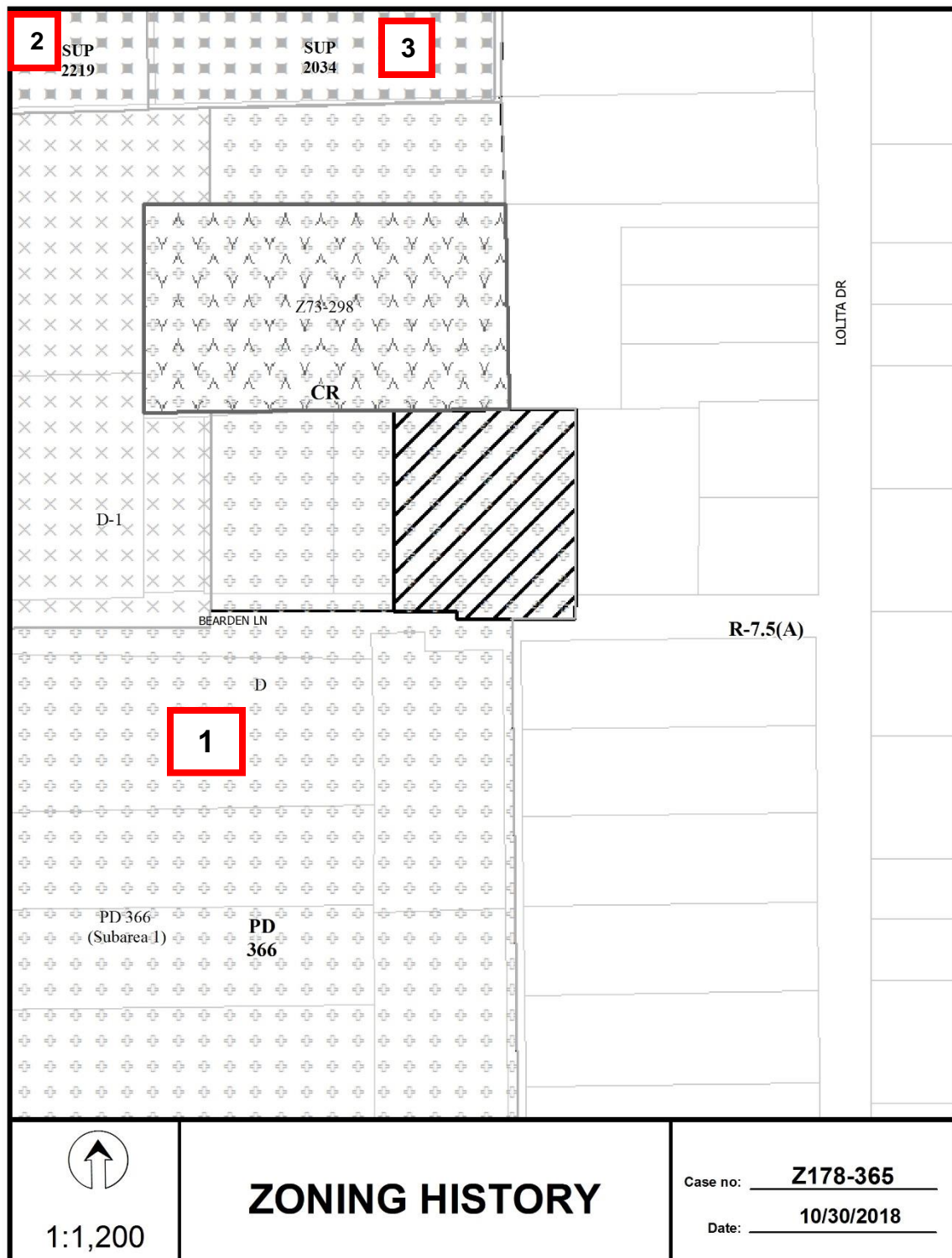
Notices: Area: 200 Mailed: 19
Replies: For: 0 Against: 0

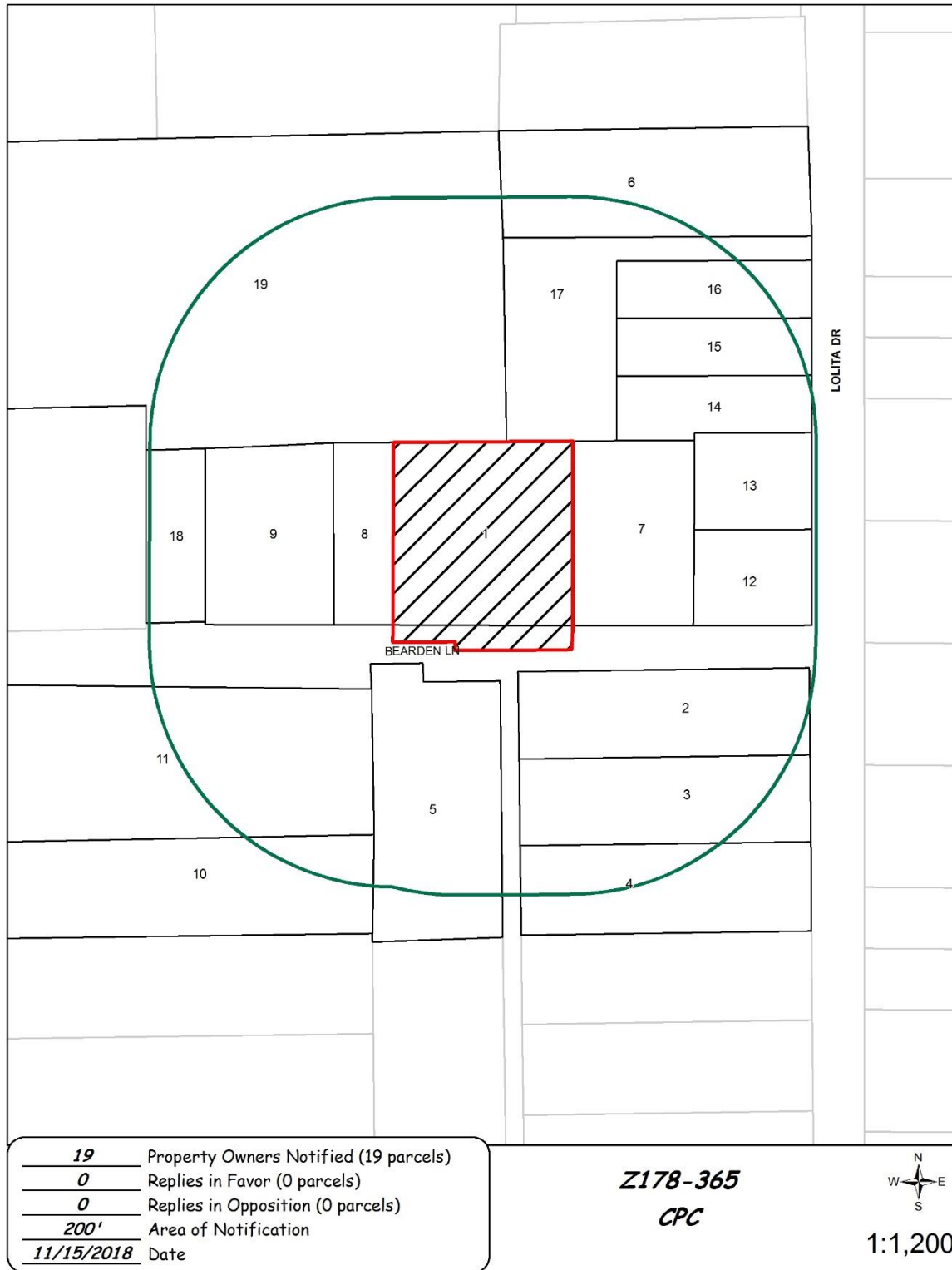
Speakers: For: None
For (Did not speak): Steven Cervera, Address not given
Against: None







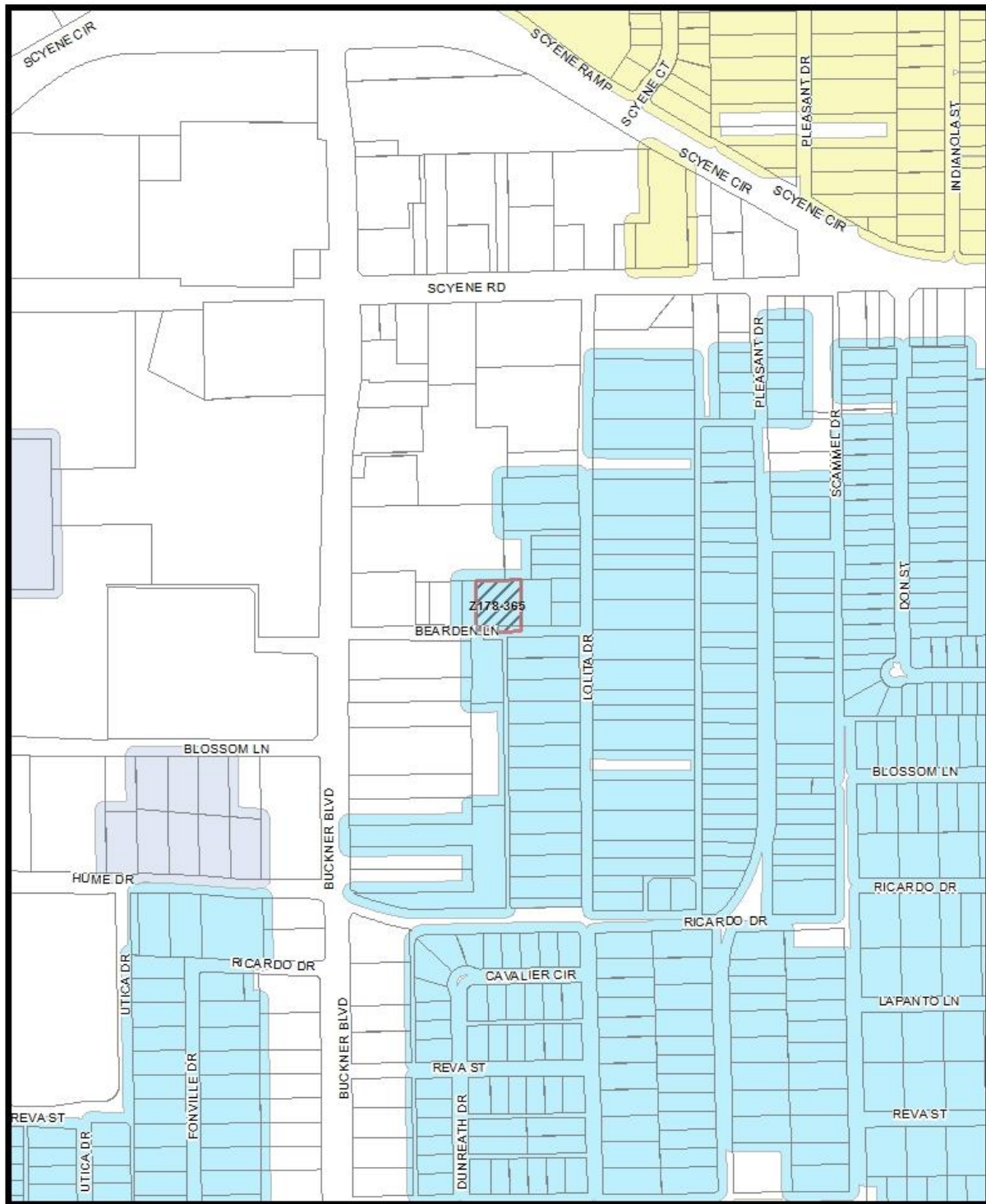




11/14/2018

Reply List of Property Owners***Z178-365******19 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	8139	BEARDEN LN	PENA ABEL TOVAR &
2	2833	LOLITA DR	MORENO JUAN
3	2827	LOLITA DR	DIAZ HUMBERTO &
4	2821	LOLITA DR	NEPONUCENO LAUREANO
5	8138	BEARDEN LN	CHAVEZ JESUS C &
6	2863	LOLITA DR	ZUNIGA GUADALUPE
7	8151	BEARDEN LN	AZA ROSE
8	8131	BEARDEN LN	GUERRERO ALFREDO
9	8127	BEARDEN LN	MATA EDGAR
10	2814	S BUCKNER BLVD	BARCH INTERESTS LP
11	2820	S BUCKNER BLVD	BELTLINE INVESTMENTS LLC
12	2839	LOLITA DR	VILLEGAS MARELY &
13	2843	LOLITA DR	JIMINEZ WENDY
14	2847	LOLITA DR	SORIA DESIDERIO & ANGELA LOPEZ
15	2851	LOLITA DR	CASTILLO SAMUEL & MARIA ELENA
16	2855	LOLITA DR	URQUIZA JORGE A
17	2859	LOLITA DR	BROOKS BAINIFF D
18	8119	BEARDEN LN	TURNER TRAVIS &
19	2902	S BUCKNER BLVD	PAN LIANYA &



MVA Cluster A B C D E F G H I NA



1:4,800

Market Value Analysis

Printed Date: 10/30/2018



Agenda Information Sheet

File #: 19-27

Item #: 35.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 6
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2168 for an animal shelter or clinic with outside run on property zoned an IR Industrial Research District, along the north line of West Commerce Street, west of Chappell Street

Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to conditions
Z178-372(PD)

FILE NUMBER: Z178-372(PD)

DATE FILED: September 12, 2018

LOCATION: North line of West Commerce Street, west of Chappell Street

COUNCIL DISTRICT: 6

MAPSCO: 44 P

SIZE OF REQUEST: ± 0.62 acres

CENSUS TRACT: 43.00

APPLICANT: Steven Bell, Bones & Bacon, LLC.

OWNER: Daboub Realty LTD.

REPRESENTATIVE: Steven Bell, Bones & Bacon, LLC.

REQUEST: An application for the renewal of Specific Use Permit No. 2168 for an animal shelter or clinic with outside run on property zoned an IR Industrial Research District.

SUMMARY: The purpose of the request is to continue the operation of the animal boarding facility with outside run [Bones and Bacon Pet Resort].

CPC RECOMMENDATION: **Approval** for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to conditions.

STAFF RECOMMENDATION: **Approval** for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to conditions.

BACKGROUND INFORMATION:

- The structure was originally constructed in 1947, according to Dallas Central Appraisal District records.
- A Certificate of Occupancy for an animal shelter or clinic was originally issued on August 5, 2015.
- On January 13, 2016, the City Council approved Specific Use Permit No. 2167 for an animal shelter or clinic with outside run for a two-year period with eligibility of automatic renewals for additional one-year periods. [Z145-348]
- On December 21, 2017, staff automatically renewed SUP No. 2168 for an animal shelter or clinic with outside run to expire on January 13, 2019.

Zoning History: There have been two recent zoning requests in the area within the past five years.

1. **Z134-327:** On December 10, 2014 City Council approved the renewal of and an amendment to Specific Use Permit No. 1752 for an industrial (outside) use limited to a concrete batch plant on property zoned an IR Industrial Research District.
2. **Z134-145:** On September 10, 2014, City Council created Planned Development District No. 922 for certain Residential and Utility and public service uses on property zoned a TH-3(A) Townhouse District, an MF-2(A) Multifamily District, an MF-4(A) Multiple Family District, and a CS Commercial Service District.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing Dimension
West Commerce Street	Major Arterial	60'
Sylvan Avenue	Major Arterial	Variable

Traffic:

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that they proposed request will not have a negative impact on the current state of 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.

The applicant's request is consistent with the following goal and policy of the Comprehensive Plan.

Urban Design Element**GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE**

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

Land Use:

	Zoning	Land Use
Site	IR w/SUP No. 2168	Animal Shelter or Clinic
North	IR & TH-3(A)	Railroad & Single Family Homes
East	IR	Office/Showroom/Warehouse
South	CS	Office
West	IR	Office/Showroom/Warehouse

Land Use Compatibility:

The applicant requests to continue the operation of an animal clinic or shelter with outside run within the existing 4,320-square foot structure. The site is located within a predominately low density industrial area, west of Sylvan Avenue and north of West Commerce Street.

Generally speaking, animal shelters with outdoor runs are allowed by right within IR Industrial Research Districts. Pursuant to the Dallas Development Code, Division 51A-4.210, an SUP is required to be obtained by animal shelters or clinics with outdoor runs that are located less than 1,000 feet from residential districts. The site is located approximately 550 feet from a residential district, hence the need for an SUP. Although within 1,000 feet of a residential district, the site is separated by a fully functional industrial railroad, which creates a sufficient buffer.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of

the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Staff recommends approval because the renewal of the proposed use is consistent with the applicable zoning regulations, standards conditions. Additionally, the request provides a desirable service to surrounding residences that is appropriate along a major thoroughfare in an existing nonresidential building. Therefore, staff recommends approval subject to conditions.

Market Value Analysis

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets to orange, representing the weakest markets. The area of request is not within an identifiable MVA category; however, it is near the “E” and “H” MVA clusters.

Landscaping:

Landscaping requirements of Article X, as amended of the Dallas Development Code will be triggered if additional impervious surface is added to the site, however no additions or improvements are requested.

Parking:

Pursuant to the Dallas Development Code, off-street parking and loading is provided in accordance with Division 51A-4.200. One parking space is required per 300 square feet of floor area. The existing building measures to be approximately 4,320 square feet, which requires 14 parking spaces. The site has 15 parking spaces. No additional parking is required for the request.

List of Partners

Z178-372(PD)

Steven Bell, Managing Partner, Bones & Bacon LLC

Henry A. Daboub, Owner, Daboub Realty, LTD

Catehrine M. Daboub, Daboub Realty LTD

Z178-372(PD)

CPC ACTION:
November 15, 2018

Z178-372(PD)

Motion: It was moved to recommend **approval** of the renewal of Specific Use Permit No. 2168 for an animal shelter or clinic with outside run for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to conditions on property zoned an IR Industrial Research District, along the north line of West Commerce Street, west of Chappell Street.

Maker: Shidid
Second: West
Result: Carried: 13 to 0

For: 13 - West, Rieves, Davis, Shidid, Carpenter, Lewis,
Jung, Housewright, Schultz, Peadon, Murphy,
Ridley, Tarpley

Against: 0
Absent: 0
Vacancy: 2 - District 3, District 7

Notices:	Area: 200	Mailed: 11
Replies:	For: 1	Against: 0

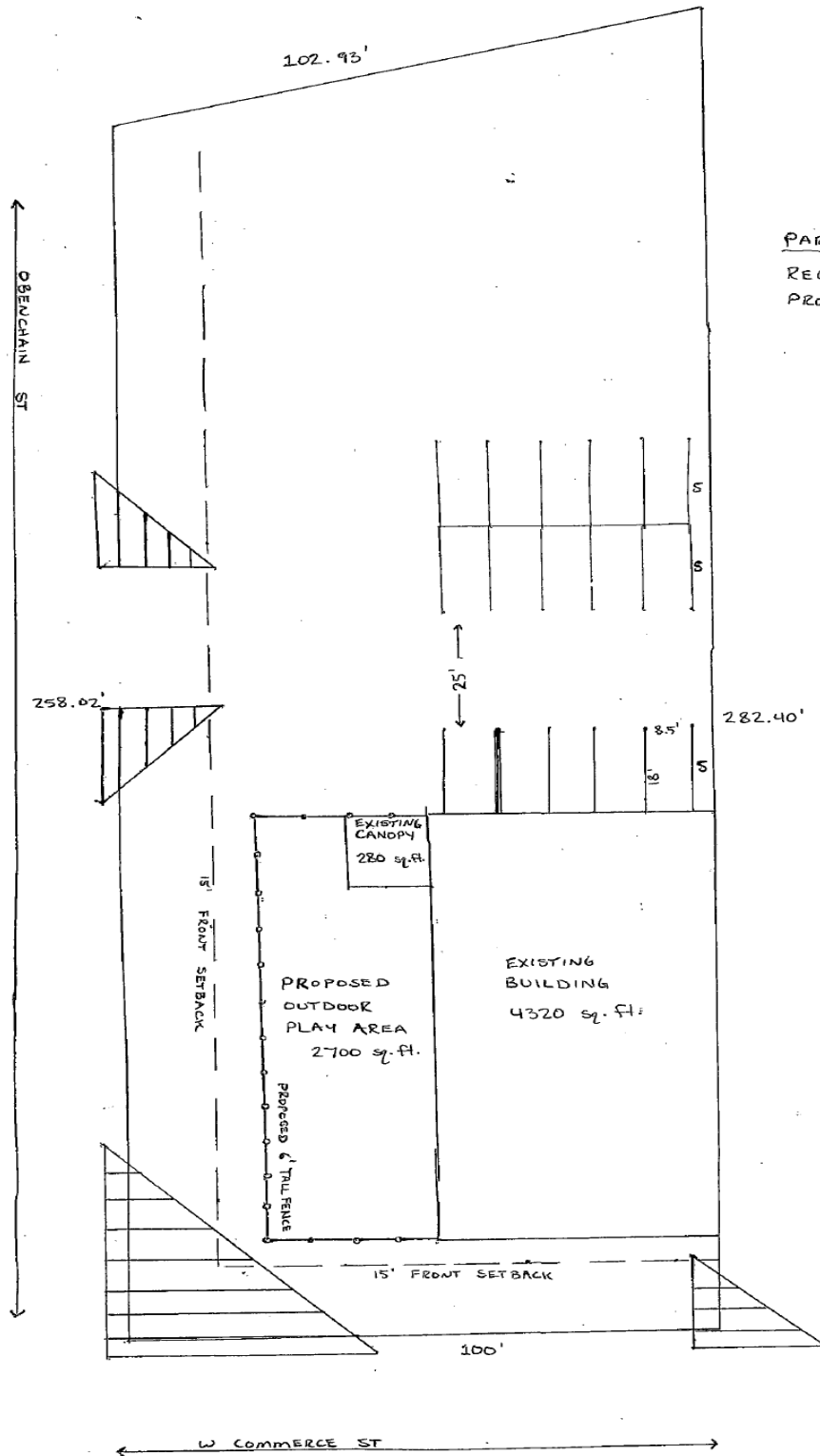
Speakers: None

CPC Recommended Conditions

1. USE: The only use authorized by this specific use permit is an animal shelter or clinic with outside run.
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 January 13, 2019 (five-years) but is eligible for automatic renewals for additional one-year (five-year periods) pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
4. LANDSCAPING: Landscaping must be provided and maintained in accordance with Article X of the Dallas Development Code, as amended.
5. ANIMAL WASTE CONTAINERS & DUMPSTERS:
 - A. Animal waste containers and dumpsters must be provided in the locations shown on the attached site plan.
 - B. Animal waste containers and dumpsters must be monitored for noxious odors and treated to eliminate odors if noxious odors are present.
6. FENCING:
 - A. The outside run as shown on the attached site plan must be enclosed with a minimum eight-foot-high solid wood fence (unless another material is required by the floodplain administrator).
 - B. Before the issuance of a certificate of occupancy for the animal shelter or clinic with outside run, the solid wood fencing for the outside run must be installed and maintained in a state of good repair including:
 - i. the fencing may not be out of vertical alignment more than six inches, measured at the top of the screening; and

- ii. any rotted, fire damaged, or broken slats or support posts are repaired or replaced.
- 7. **HOURS OF OPERATION:** The animal shelter or clinic with outside run may only operate between 7:00 am and 7:00 pm, Sunday through Saturday.
- 8. **OUTSIDE RUN:** The outside run is limited to the area labeled “Outdoor Play Area” shown on the attached site plan.
- 9. **PARKING:** Off-street parking must be located as shown on the attached site plan.
- 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.

(no changes)



PARKING TABLE

REQUIRED: 14
PROVIDED: 15

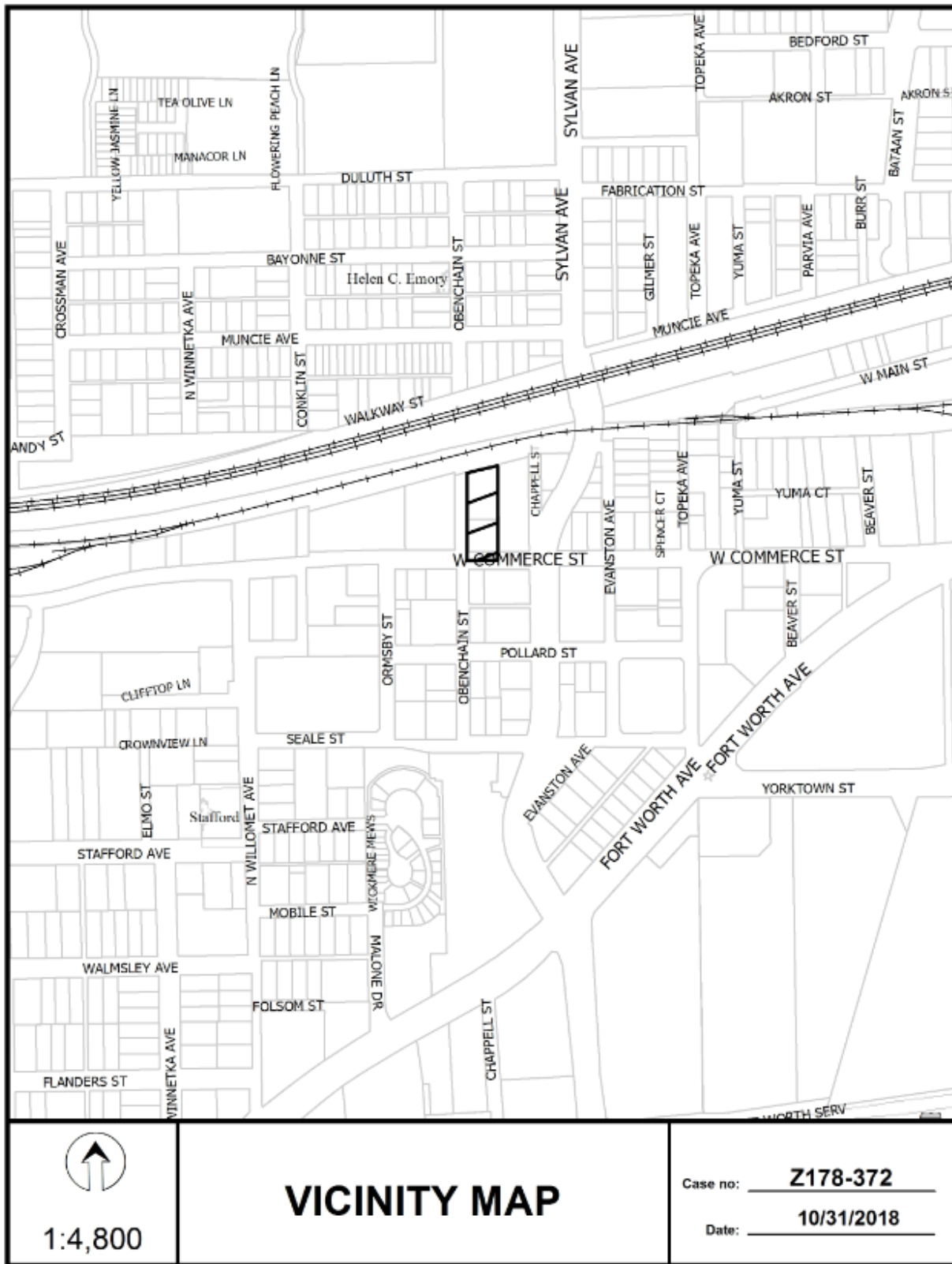


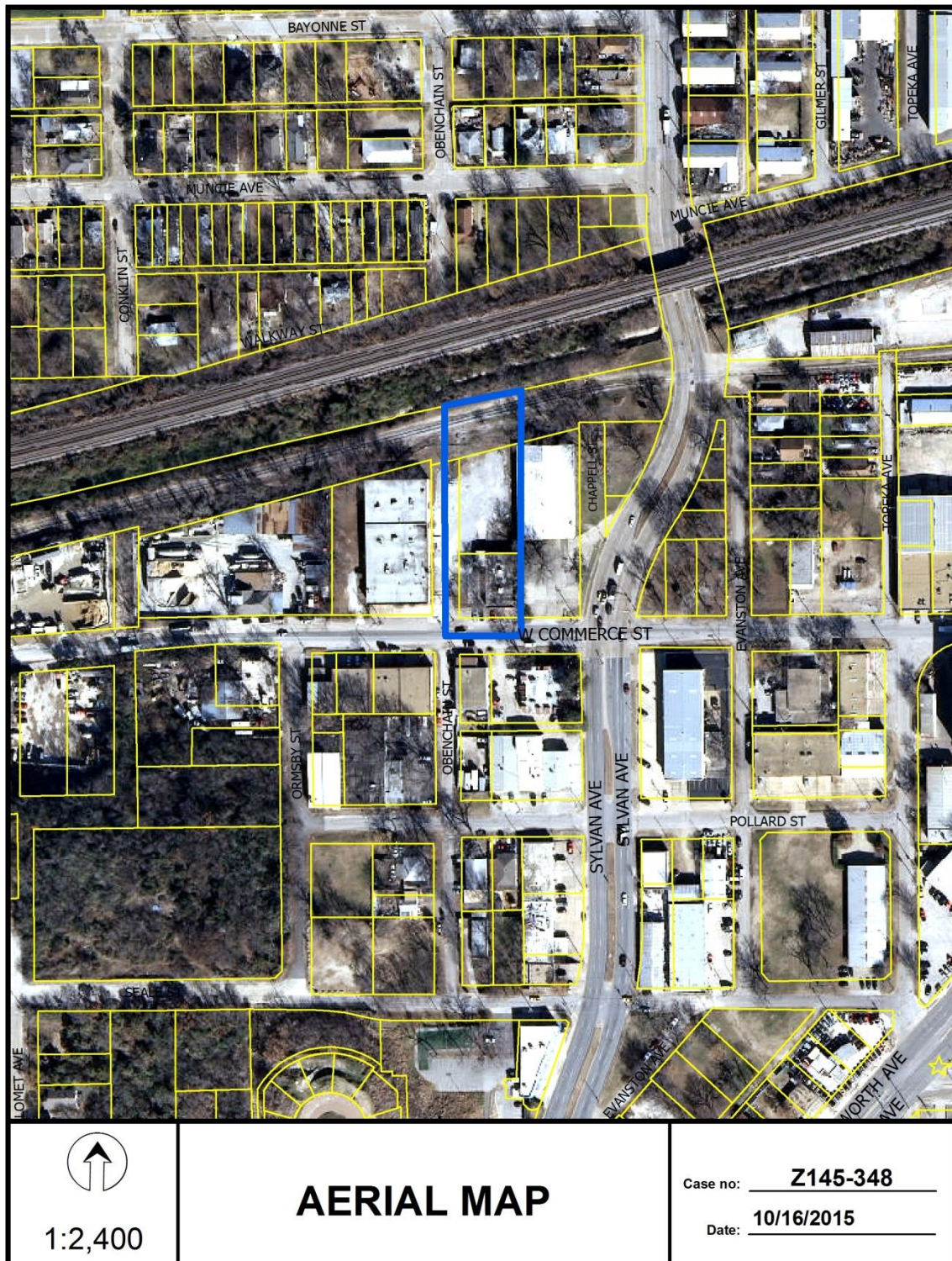
SITE PLAN

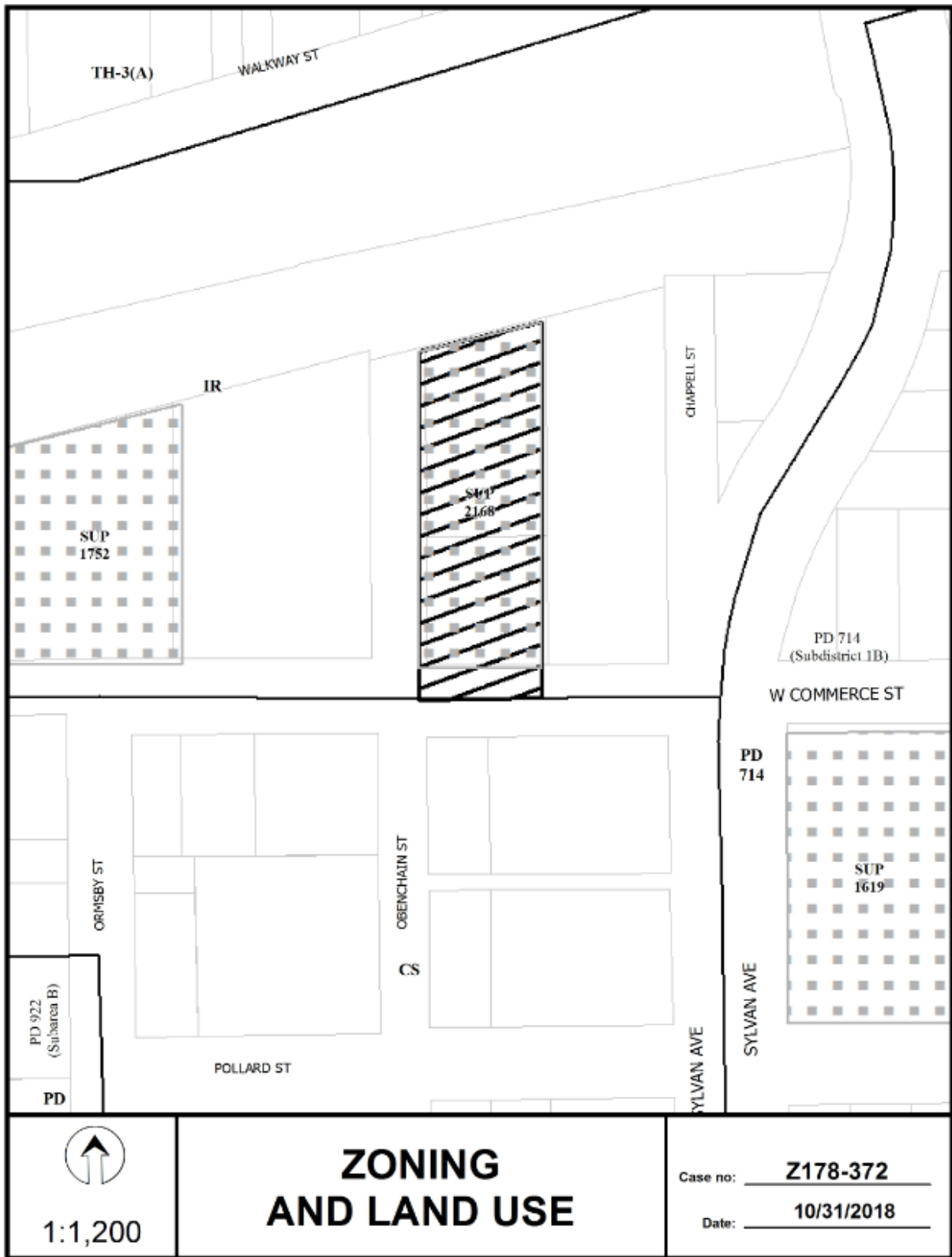
BONES + BACON LLC
911 W COMMERCE ST
DALLAS, TX 75208

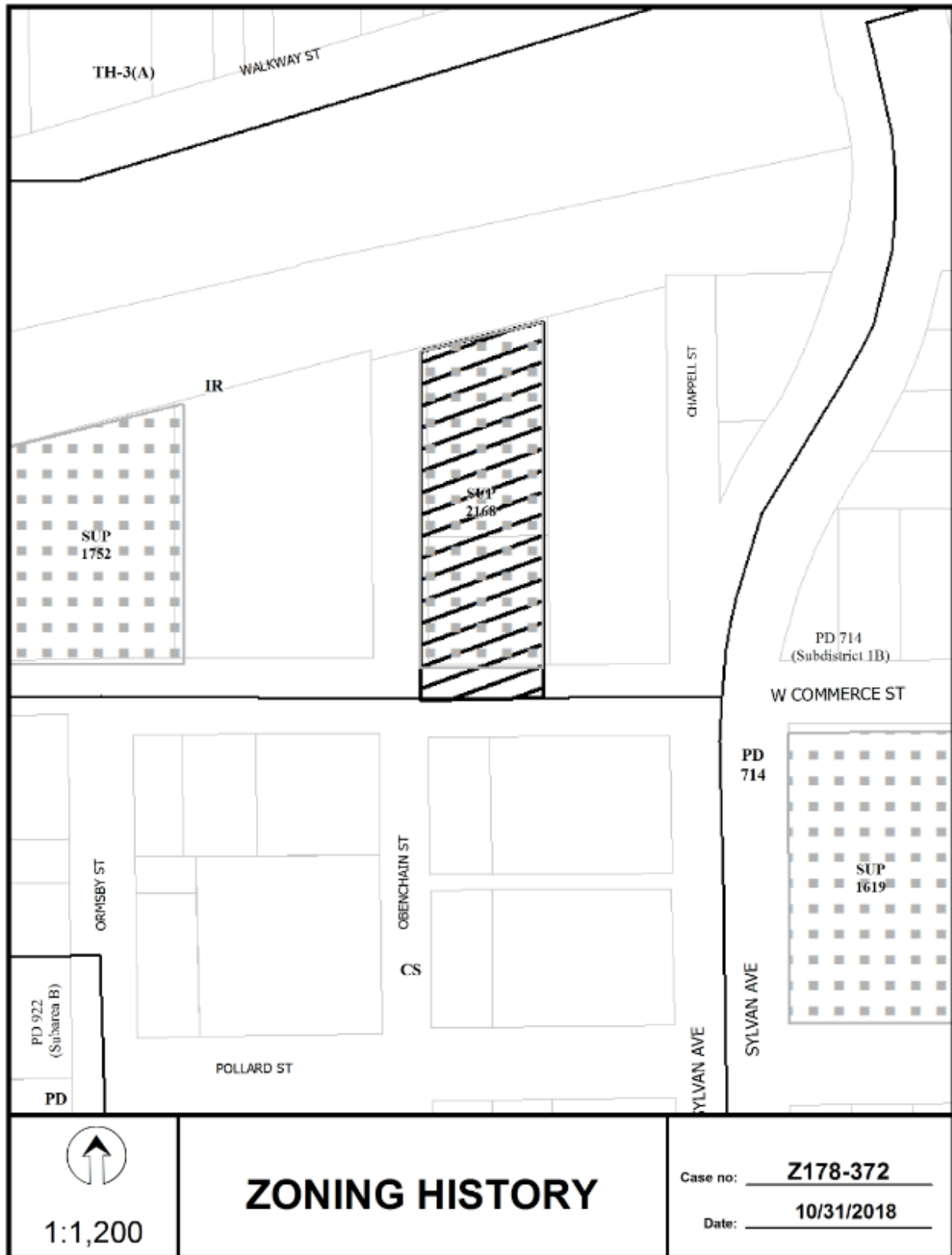
1" = 20'

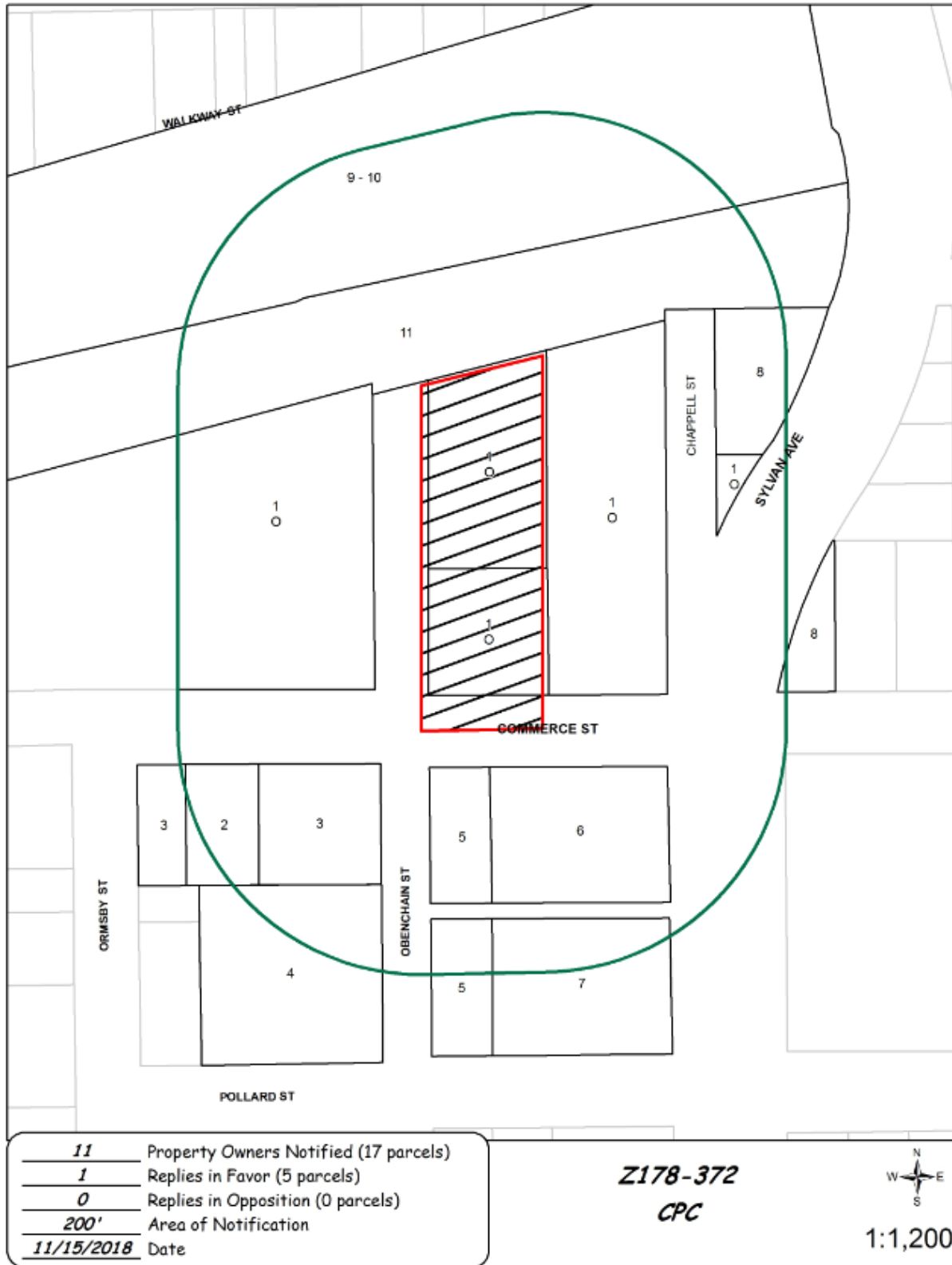
PREPARED ON 9/1/2015











11/14/2018

Reply List of Property Owners

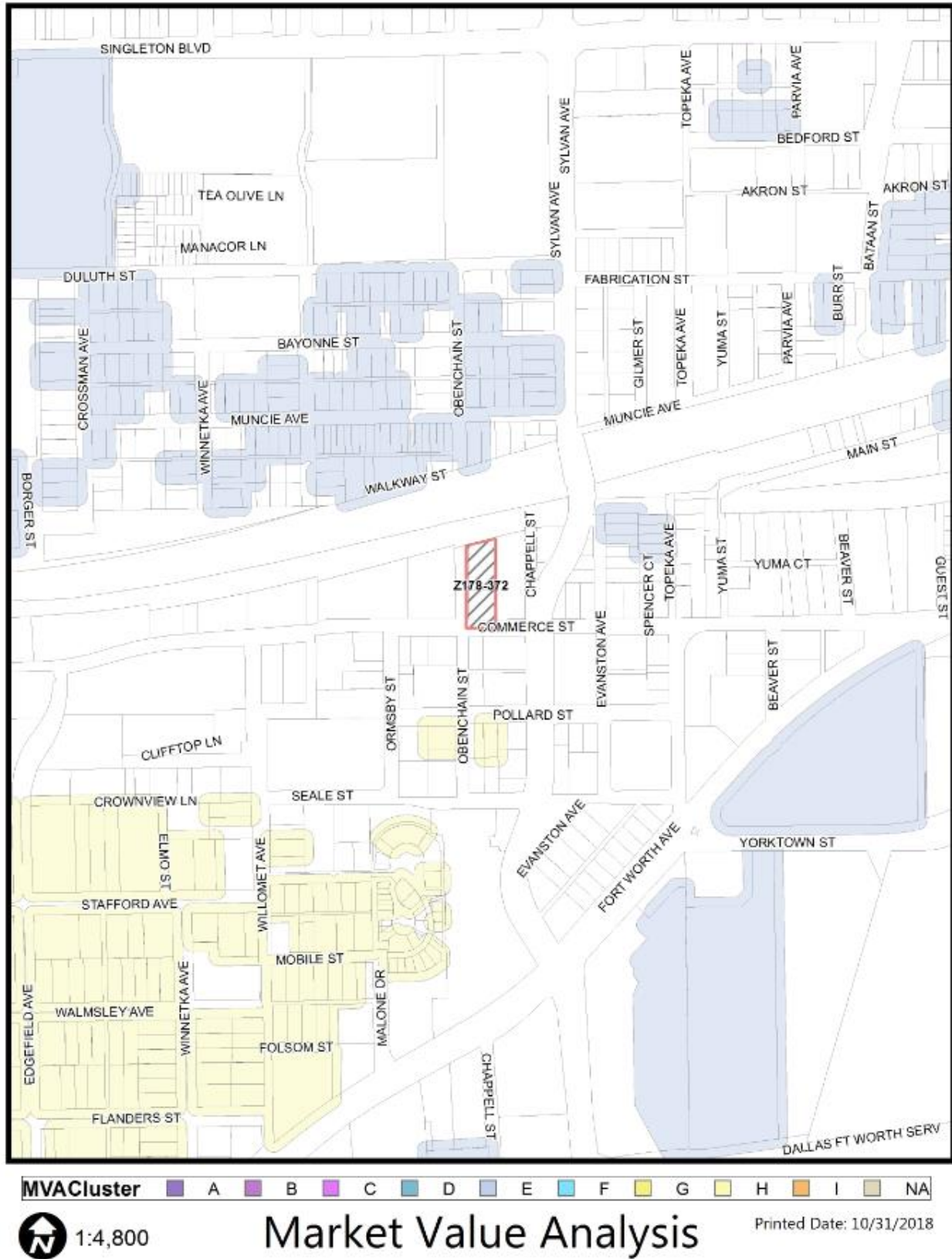
Z178-372

11 Property Owners Notified

1 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	921 W COMMERCE ST	DABOUB REALTY LTD
	2	930 W COMMERCE ST	JLK IRREVOCABLE TRUST &
	3	934 W COMMERCE ST	JLK IRREVOCABLE TRUST &
	4	2203 OBENCHAIN ST	ARRINGTON ROFFING COMPANY INC
	5	914 W COMMERCE ST	SAUCEDO ABEL JR
	6	902 W COMMERCE ST	GUERRERO ROXANE M
	7	907 POLLARD ST	WADE FAMILY LIVING TRUST THE
	8	811 W COMMERCE ST	HMK LTD
	9	4401 LINFIELD RD	ST LOUIS S W RAILWAY CO
	10	9999 NO NAME ST	UNION PACIFIC RR CO
	11	2300 AL LIPSCOMB WAY	BNSF RAILWAY





Agenda Information Sheet

File #: 19-28

Item #: 36.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 1
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue

Recommendation of Staff and CPC: Approval, subject to a revised development plan and conditions Z178-190(SM)

FILE NUMBER: Z178-190(SM)

DATE FILED: February 22, 2017

LOCATION: Northwest corner of West Colorado Boulevard and North Beckley Avenue

COUNCIL DISTRICT: 1

MAPSCO: 44 Z

SIZE OF REQUEST: Approx. 35.86 acres

CENSUS TRACT: 42.01

OWNER: Pavilion Properties

APPLICANT: Methodist Hospitals of Dallas

REPRESENTATIVE: Angela Hunt

REQUEST: An application for an amendment to Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282.

SUMMARY: The applicant [Methodist Hospitals of Dallas] proposes to reconstruct an approximate two-story, 35,000-square-foot wellness center on the north side of the hospital campus, near Greenbriar Lane.

CPC RECOMMENDATION: **Approval**, subject to a revised development plan and conditions.

STAFF RECOMMENDATION: **Approval**, subject to a revised development plan and conditions.

BACKGROUND INFORMATION:

- According to the applicant's website, Methodist Hospital of Dallas originally opened in 1927 and has since had many expansions.
- On December 2, 1987, the City Council approved PDD No. 282. The PDD has subsequently been amended several times.
- On October 12, 2018, the applicant submitted a revised development plan that shifted the proposed Folsom Wellness Center slightly to the east and reduced the number of new surface parking spaces to reduce the number of caliper inches of trees that would be removed for construction.

Zoning History: There have been two recent zoning cases in the vicinity in the last five years.

1. **Z178-185:** On April 25, 2018, the City Council will consider a City Plan Commission authorized hearing for a historic building demolition delay.
2. **Z145-341:** On November 10, 2015, the City Council approved a City Plan Commission authorized hearing for a historic building demolition delay.

Thoroughfares/Streets:

Thoroughfare/Street	Function	Proposed Dimension and ROW
West Colorado Boulevard	Collector	Minimum-4 lanes-undivided, Varies
North Beckley Avenue	Minor Arterial	6 lanes-divided, 100' ROW, 72' pavement with cycle track
Greenbriar Lane	Local Street	120 feet
Haines Avenue	Local Street	85 feet

Traffic:

The Engineering Division of the Sustainable Development and Construction Department reviewed the proposed zoning and determined it will not have a negative impact on the existing 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.

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. Dallas is a city of great neighborhoods. To attract new families and maintain existing stable neighborhoods, residents must take pride in and feel confident in investing in their neighborhoods over the long term. Existing neighborhoods require public and private investment and attention to maintain their desirability as places to live. New neighborhoods must be pedestrian-friendly, have a sense of community, and exhibit long-term viability.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

Planning for balanced growth in a dynamic economic environment calls for flexible zoning regulations to enable the City to respond to changing markets and to better facilitate development that aligns with economic priorities.

STAFF ANALYSIS

Surrounding Land Uses:

	Zoning	Land Use
Site	PDD No. 282	Hospital and related uses
North	R-7.5(A)	Single Family
East	PDD No. 468 (Subdistrict D, WMU-5); PDD No. 468 (Subdistrict G, WMU-20, Medical Use Overlay);	Multifamily; Medical Offices; Retail
South	PDD No. 468 (Subdistrict D, WMU-5);	Restaurants, Personal service, and Retail uses
West	R-7.5(A)	Single Family

Land Use Compatibility:

Surrounding uses include single family to the north and west, and some retail-oriented uses to the north, primarily fronting on North Beckley Avenue. The uses that are developed on the east line of North Beckley Avenue, to the east of the site from north to south, include multifamily, hospital parking, medical offices, and retail. Finally, restaurants, personal service, and retail uses are located to the south of the site, fronting on the south line of West Colorado Boulevard.

The request site is developed with a hospital, medical clinic or ambulatory surgical center, and personal service uses. The site also contains parking garages and surface parking areas to support the on-site uses. The existing PDD No. 282 regulations limit floor area to a maximum of 2,100,000 square feet. The existing development plan states that the Folsom Wellness Center is 5,168 square feet and a total of 1,595,940 square feet of floor area for all buildings is currently constructed on the property. The applicant requests a 29,832-square-foot increase of floor area to construct a new Folsom Wellness Center which brings the cumulative floor area on the property to 1,625,772 square feet. The site also has significant topography with the southeastern corner of the site at the highest grade and the northwestern corner at the lowest grade.

CPC supports the applicant's request to modify the personal service use restrictions because the applicant has added a requirement for a minimum five-foot wide sidewalk in the restricted area and because the modification is limited to 35,000 square-feet in floor area as shown on the development plan. The applicant made the decision to locate the wellness center within this 200-foot buffer because of 1) the physical characteristics of the property and 2) operational considerations for accommodating a major healthcare system. With respect to the physical characteristics of the site, the northern portion of the property is primarily undeveloped because of a significant change in topography which makes expansion of the southern campus to the northern portion of the campus difficult to physically connect. Since the proposed wellness center can be in a separate facility from the hospital, the applicant proposes to construct the new wellness center in a relatively flat undeveloped area that does not require significant regrading.

With respect to the operational considerations, construction within the proposed area of the property will result in minimal disturbance to ongoing hospital and related activities. Had the applicant selected a location more central to the site, it could impact deliveries, emergency vehicle access routes, parking, and patient access to the facilities. Additionally, the wellness center is intended to be a community asset and will be open for membership to the neighborhood. Once constructed, members will be able to enter and exit the wellness center for morning workouts and similar activities without overly interfering with other patient-care and hospital-related ingress and egress to the overall property. Finally, walking trails and other amenities already exist within this area of the

site, and by placing the wellness center in this location, its members will be able to utilize these outdoor amenities as well.

Due to the physical characteristics of the property and the operational characteristics of the hospital, CPC supports the request to allow a personal service use within 200 feet of Greenbriar Lane in the location shown on the proposed development plan.

The applicant has proposed some additional restrictions on the northernmost portion of the site due to some concerns regarding the existing development rights in the future development area at the corner of Greenbriar Lane and North Beckley Avenue. The revised request now includes the creation of a new term called a *restricted zone*, which means an area south of the south line of Greenbriar Lane, and a portion of Haines Avenue and is identified on the revised development plan. The applicant has proposed the restricted zone to be 150 feet in depth for the following uses that were previously not restricted:

- Medical or scientific laboratory.
- Financial institution without drive-in window.
- Ambulance service.
- Transit passenger shelter.

In exchange for prohibiting the above uses within 150 feet of Greenbriar Lane, the applicant is requesting that the 200-foot restricted zone for the following uses be reduced; therefore allowing these uses to now be considered as limited or prohibited uses within the proposed 150-foot restricted zone:

- General merchandise or food store 3,500 square feet or less. [*Limited*]
- General merchandise or food store greater than 3,500 square feet. [*Prohibited*]
- Restaurant without drive-in or drive-through service. [*Limited*]

CPC supports the applicant's request because 1) uses have been further restricted that are more likely to occur on a hospital campus, 2) restrictions have been lessened for uses that are less likely to be independently operated main uses, and 3) the proposed reduction is offered in conjunction with additional height restrictions.

Maximum height:

The existing PDD regulations limit height, not on average grade¹, but instead by topographic elevations above mean sea level. Although this is an uncommon practice, it is appropriate because of the varying topography of the site and surrounding properties. The PDD is divided into two areas that are demarcated on the development plan: business and non-business signage areas. The PDD allows a maximum structure height within the business signage area of 680 feet above mean sea level and allows a maximum structure height within the non-business signage area of 634 feet above mean sea level. Since the area of the PDD that is closest to residential zoning is primarily within the non-business signage area, the defined areas establish a “ceiling” for each area regardless of grading operations.

Regarding the proposed depth of the restricted zone, the contour lines shown on the development plan shows existing grades of approximately 430 and 432 feet above mean sea level for depths of 150 and 200 feet from Greenbriar Lane. Therefore, although maximum structure height is limited to 634 feet above mean sea level, the resulting height limitation at each one of these depths, is 204 and 202 feet, when the existing grades at 150 and 200 feet depths are subtracted.

It is also important to note that residential proximity slope (RPS) does not apply in the existing zoning regulations of the site. However, if the regulations of RPS were applied, a maximum structure height (from average grade) at 15 (the minimum front yard setback), 150 and 200-foot depths (including 100 feet for the Greenbriar Lane right-of-way width), would result in an RPS height restriction at those points would be 38.33, 83, and 100 feet, respectively.

CPC supports the applicant’s request to limit height to 40 feet above grade within a 150-foot deep restricted because it creates a transition in maximum height restrictions between the adjacent residential properties and the remainder of the hospital campus.

¹ The term GRADE means the average of the finished ground surface elevations measured at the highest and lowest exterior corners of a structure. For purposes of this definition, FINISHED GROUND SURFACE ELEVATION means the ground surface elevation of the building site before any construction or the ground surface elevation as altered in accordance with grading plans approved by the building official. Finished ground surface elevation does not include: (1) fill material not necessary to make the site developable; (2) berms; or (3) landscape features.

Landscaping:

Except for the requested additional regulations proposed by the applicant to require a wrought iron fence and evergreen plant materials in the restricted zone, landscaping will be in accordance with Article X, as amended.

Parking:

Parking will be in accordance with the existing regulations of PDD No. 282. The development plan shows 2,126 parking spaces are required by code for the multitude of uses and floor area on the site and 3,684 spaces are provided.

Amendments to the Development Plan:

Based on previous actions, it has been determined the following processes to amend the most recent Council-approved development plan in PDD No. 282 are required in the following circumstances:

1. A Council-approved development plan amendment is required when:
 - a. A building is proposed outside of an area designated as *Future Development Area* or
 - b. A building is proposed within an area designated as *Future Development Area* and it does not comply with the parameters of the Building Areas table on the Council-approved development plan.
2. A minor amendment is required when:
 - a. an addition or new construction is proposed within an area designated as *Future Development Area* and
 - b. the proposed building meets the parameters that are listed in the Building Areas table regarding the maximum floor area, maximum number of stories, and height.

Staff has previously processed several minor amendments to the most recent Council-approved development plan in the past for buildings or additions in areas designated as *Future Development Area* and would continue that practice.

PRIOR CPC ACTION – April 19, 2018:

Motion: In considering an application to amend Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue, it was moved to **hold** this case under advisement until May 17, 2018.

Maker: Carpenter
Second: Houston
Result: Carried: 14 to 0

For: 14 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Jung, Housewright, Schultz,
Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 0
Vacancy: 1 - District 8

Notices: Area: 500 Mailed: 144
Replies: For: 21 Against: 2

Speakers: None

PRIOR CPC ACTION –May 17, 2018:

Motion: In considering an application to amend Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue, it was moved to **hold** this case under advisement until June 7, 2018.

Maker: West
Second: Schultz
Result: Carried: 13 to 0

For: 13 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Jung, Schultz, Peadon,
Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Housewright
Vacancy: 1 - District 8

Notices: Area: 500 Mailed: 144
Replies: For: 21 Against: 6

Speakers: None

PRIOR CPC ACTION – June 7, 2018:

Motion: In considering an application to amend Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue, it was moved to **hold** this case under advisement until June 21, 2018.

Maker: Houston
Second: Murphy
Result: Carried: 12 to 0

For: 12 - Rieves, Houston, Davis, Carpenter, Mack,
Jung, Housewright, Schultz, Peadon, Murphy,
Ridley, Tarpley

Against: 0
Absent: 2 - West, Shidid
Vacancy: 1 - District 8

Notices: Area: 500 Mailed: 144
Replies: For: 21 Against: 6

Speakers: None

PRIOR CPC ACTION – June 21, 2018:

Motion: In considering an application to amend Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue, it was moved to **hold** this case under advisement until July 19, 2018.

Maker: West
Second: Murphy
Result: Carried: 12 to 0

For: 12 - West, Rieves, Houston, Davis, Shidid,
Carpenter*, Mack, Jung, Housewright,
Schultz*, Peadon, Murphy

Against: 0
Absent: 2 - Ridley, Tarpley

Vacancy: 1 - District 8

*out of the room, shown voting in favor

Notices: Area: 500 Mailed: 144

Replies: For: 21 Against: 6

Speakers: None

PRIOR CPC ACTION – July 19, 2018:

Motion: In considering an application to amend Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue, it was moved to **hold** this case under advisement until August 16, 2018.

Maker: West
Second: Davis
Result: Carried: 14 to 0

For: 14 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Jung, Housewright, Schultz,
Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 0
Vacancy: 1 - District 8

Notices: Area: 500 Mailed: 144

Replies: For: 21 Against: 6

Speakers: None

PRIOR CPC ACTION – August 16, 2018:

Motion: In considering an application to amend Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue, it was moved to **hold** this case under advisement until September 20, 2018.

Maker: West
Second: Murphy
Result: Carried: 15 to 0

For: 15 - West, Rieves*, Houston, Davis, Shidid,
Carpenter, Mack, Lewis, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0

Absent: 0

Vacancy: 0

*out of the room, shown voting in favor

Notices: Area: 500 Mailed: 144

Replies: For: 21 Against: 6

Speakers: For: Angela Hunt, 500 N. Akard St., Dallas, TX, 75201
Against: None

PRIOR CPC ACTION – September 20, 2018:

Motion: In considering an application to amend Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue, it was moved to **hold** this case under advisement until November 1, 2018.

Maker: West

Second: Davis

Result: Carried: 14 to 0

For: 14 - West, Rieves, Davis, Shidid, Carpenter, Mack,
Lewis, Jung, Housewright, Schultz, Peadon,
Murphy, Ridley, Tarpley

Against: 0

Absent: 0

Vacancy: 1 - District 3

Notices: Area: 500 Mailed: 144

Replies: For: 21 Against: 6

Speakers: For: Angela Hunt, 500 N. Akard St., Dallas, TX, 75201
Against: None

PRIOR CPC ACTION – November 1, 2018:

Motion I: It was moved to recommend **denial without prejudice** of an amendment to Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue.

Maker: West
Second: Peadon
Result: Failed: 6 to 7

For: 6 - West, Rieves, Carpenter, Jung, Schultz,
Peadon

Against: 7 - Davis, Shidid, Lewis, Housewright, Murphy,
Ridley, Tarpley

Absent: 0

Vacancy: 2 - District 3, District 7

Motion II: It was moved to recommend **approval** of an amendment to Planned Development District No. 282 for mixed uses, subject to a revised development plan and staff's recommended conditions on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue.

Maker: Murphy
Second: Davis
Result: Carried: 7 to 6

For: 7 - Davis, Shidid, Lewis, Housewright, Murphy,
Ridley, Tarpley

Against: 6 - West, Rieves, Carpenter, Jung, Schultz,
Peadon

Absent: 0

Vacancy: 2 - District 3, District 7

Notices: Area: 500 Mailed: 145

Replies: For: 18 Against: 45

Speakers: For: Angela Hunt, 500 N. Akard St., Dallas, TX, 75201
Charles Tandy, 450 Allison Dr., Dallas, TX, 75208
Jim Lakes, 1704 W. Colorado Blvd., Dallas, TX, 75208
Linda Young, 1632 Rio Vista Dr., Dallas, TX, 75208
Ralph Byerly, 2153 Kessler Ct., Dallas, TX, 75208

John Barr, 203 E. Colorado Blvd., Dallas, TX, 75208
Kathy Ross, 1411 N. Beckley Ave., Dallas, TX, 75203
Dan Blizzard, 1414 N. Beckley Ave., Dallas, TX, 75203
Peter Kavanagh, 1620 Handley Dr., Dallas, TX, 75208
Michael Kendall, 6976 Santa Barbara Dr., Dallas, TX, 75214
For (Did not speak): Amanda Lakes, 1704 W. Colorado Blvd., Dallas, TX, 75208
Against: James Shoecraft, 1551 Junior Dr., Dallas, TX, 75208
Will Pinkerton, 434 W. Geenbriar Ln., Dallas, TX, 75208
Tim Herfel, 940 Kessler Pkwy., Dallas, TX, 75208
Christian Chernock, 1611 Rio Vista Dr., Dallas, TX, 75208
Luke Mallinson, 1640 Handley Dr., Dallas, TX, 75208
Jennifer Brakey, 615 W. Colorado Blvd., Dallas, TX, 75208
Katherine Homan, 1629 Handley Dr., Dallas, TX, 75208
Paula Vanderwood , 304 W. Greenbriar Ln, Dallas, TX, 75208
Gilda Burleson, 1643 Cedar Hill Ave., Dallas, TX, 75208
Anna Heimburger, 701 Rainbow Dr., Dallas, TX, 75208
James Rea, 1534 Junior Dr., Dallas, TX, 75208
Against (Did not speak): Jennifer Wester, 1214 Kessler Pkwy., Dallas, TX, 75208
Marianne Morris, 1606 Eastus Dr., Dallas, TX, 75208
Giovanni Valderas, 427 Marshall Dell Ave., Dallas, TX, 75211
Gary Tinsley, 1200 Main St., Dallas, TX, 75202
Larry Joe, 1503 Eastus Dr., Dallas, TX, 75208
Steve Springfield, 1503 Eastus Dr., Dallas, TX, 75208
Donna Hitt, 934 W. Greenbriar Ln., Dallas, TX, 75208

List of Officers and Directors – METHODIST HOSPITALS OF DALLAS

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>
Last Update	Name	Title	Address	
October 5, 2012	Greg A. Campbell	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Randall Canedy	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	John M. Collins	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Levi H. Davis	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	John R. Ford	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Joe B. Fortson	Director	1441 N Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Pearl Garza Fracchia	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Duncan Fulton	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Richard W. Griner	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Stephen L Mansfield	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Stephen Mueller	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Sheron Patterson	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Kenneth G. Pritchett	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Norman G. Prothro	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Pete Schenkel	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Allen R. Schneider	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	George R. Schrader	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	George A. Shafer	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	James N. Swafford	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Ruben L. Velez	Director	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Laura Irvine	President/MDMC	1441 N. Beckley Ave Dallas, TX 75203 USA	
October 5, 2012	Michael Price	Assistant Secretary	1441 N. Beckley Dallas, TX 75203 USA	
October 5, 2012	Joe B. Fortson	Vice Chair	1441 N. Beckley Dallas, TX 75203 USA	
October 5, 2012	Michael J Schaefer	Exec Vice Chair	1441 N. Beckley Dallas, TX 75203 USA	
October 5, 2012	Pamela L Stoyanoff	Exec. Vice President		

October 5, 2012	Tim B Kirby	Exec. Vice President	1441 N. Beckley Dallas, TX 75203 USA
January 11, 2005	John Baumgartner	Senior Vice-President	1441 N. Beckley Dallas, TX 75203 USA
January 11, 2005	Pam McNutt	Senior Vice-President	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Jonathan S Davis	President MCMC	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Duncan Fulton	Vice Chair	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	John M Collins	Vice Chair	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Norman G Prothro	Vice Chair	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Greg Campbell	Vice Chair	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Adam Meyers	Sr Vice-President	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Ken Hutchenrider Jr	President MRMC	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	John Phillips	President MMMC	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	April Chamberlain	President MHS Foundation	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Robert Milone	Assistant Treasurer	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Deanna Kennard	Sr Vice-President	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Stephen Folsom	Director	1441 N. Beckley Ave Dallas, TX 75203 USA
October 5, 2012	Larry George	Director	1441 N. Beckley Ave Dallas, TX 75203 USA
October 5, 2012	Robert Hasley	Director	1441 N. Beckley Ave Dallas, TX 75203 USA
October 5, 2012	Joe Snayd	Director	1441 N. Beckley Ave Dallas, TX 75203 USA
October 5, 2012	Kelvin Walker	Director	1441 N. Beckley Ave Dallas, TX 75203 USA
October 5, 2012	Julie Yarbrough	Director	1441 N. Beckley Ave Dallas, TX 75203 USA
October 5, 2012	Michael Price	Exec Vice-President	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Michael J Schaefer	Treasurer	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Pamela L Stoyanoff	COO	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Scott Siemer	Sr Vice-President	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Charles Brizius	Sr Vice-President	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Scott Siemer	CDO	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Adam Meyers	CMO	1441 N. Beckley Dallas, TX 75203 USA
October 5, 2012	Stephen Folsom	Vice-Chair	1441 N. Beckley Ave Dallas, TX 75203 USA

List of Officers and Directors – PAVILION PROPERTIES

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAME</u>
Last Update	Name	Title	Address	
July 12, 2007	STEPHEN L MANSFIELD	Director	1441 N BECKLEY AVE Dallas, TX 75203 USA	
July 12, 2007	MICHAEL SCHAEFER	Director	1441 N BECKLEY AVE Dallas, TX 75203 USA	
July 12, 2007	JOHN BAUMGARTNER	Director	1441 N BECKLEY AVE Dallas, TX 75203 USA	
July 12, 2007	STEPHEN L MANSFIELD	Chairman	1441 N BECKLEY AVE Dallas, TX 75203 USA	
July 12, 2007	MICHAEL SCHAEFER	President	1441 N BECKLEY AVE Dallas, TX 75203 USA	
July 12, 2007	JOHN BAUMGARTNER	Vice-President	1441 N BECKLEY AVE Dallas, TX 75203 USA	
July 12, 2007	JOHN BAUMGARTNER	Treasurer	1441 N BECKLEY AVE Dallas, TX 75203 USA	
July 12, 2007	JOHN BAUMGARTNER	Assistant Secretary	1441 N BECKLEY AVE Dallas, TX 75203 USA	
July 12, 2007	MICHAEL PRICE	Secretary	1441 N BECKLEY AVE Dallas, TX 75203 USA	

CPC RECOMMENDED AMENDMENTS TO

ARTICLE 282.

PD 282.

**SEC. 51P-282.101.
HISTORY.**

LEGISLATIVE

PD 282 was established by Ordinance No. 19779, passed by the Dallas City Council on December 2, 1987. Ordinance No. 19779 amended Ordinance Nos. 10962 and 19455, Chapters 51 and 51A of the Dallas City Code, as amended. Ordinance No. 19779 was amended by Ordinance No. 19943, passed by the Dallas City Council on April 27, 1988, and Ordinance No. 22011, passed by the Dallas City Council on April 13, 1994. (Ord. Nos. 10962; 19455; 19779; 19943; 22011; 25711; 25917)

**SEC. 51P-282.102.
SIZE.**

PROPERTY LOCATION AND

PD 282 is established on property generally located at the northeast corner of Colorado Boulevard and Haines Avenue. The size of PD 282 is approximately 35.86 acres. (Ord. Nos. 19779; 22011; 25711; 25917)

SEC. 51P-282.103.

DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article. In this district, RESTRICTED ZONE means a 150-foot area south of the south line of Greenbriar Lane and a portion of Haines Avenue as shown on the development plan (Exhibit 282A).

(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. (Ord. Nos. 25711; 25917)

SEC. 51P-282.104.

DEVELOPMENT PLAN.

(a) For a hospital, electronics service center, medical or scientific laboratory, medical clinic or ambulatory surgical center, office, ambulance service, commercial parking lot or garage, dry cleaning or laundry store, general merchandise or food store 3,500 square feet or less, general merchandise or food store greater than 3,500 square feet, personal service use, restaurant without drive-in or drive through, surface parking, theater, or helistop, development and use of the Property must comply with the development plan (Exhibit 282A). In the event of a conflict between the text of this article and the development plan, the text of this article controls.

(b) For any other use, a revised development plan must be approved by the city plan commission before the issuance of any building permit to authorize work in this district. (Ord. Nos. 22011; 25711; 25917)

SEC. 51P-282.105. MAIN USES PERMITTED.

The following uses are the only main uses permitted ~~[in this district, and some are not permitted within 200 feet of Greenbriar Lane as indicated in this section]~~:

- (1) Agricultural uses.
 - None permitted.
- (2) Commercial and business service uses.
 - Commercial cleaning or laundry plant. [*Prohibited [Not permitted] within 200 feet of Greenbriar Lane.*]
 - Custom business services.
 - Electronics service center. [*Prohibited [Not permitted] within 200 feet of Greenbriar Lane.*]
 - Medical or scientific laboratory. [*Prohibited within the restricted zone.*]
- (3) Industrial uses.
 - None permitted.
- (4) Institutional and community service uses.
 - Child-care facility.
 - Church.
 - College, university, or seminary.
 - Convalescent and nursing homes, hospice care and related institutions.
 - Hospital.
 - Public or private school.
- (5) Lodging uses.
 - Hotel or motel.
- (6) Miscellaneous uses.
 - Temporary construction or sales office.

- (7) Office uses.
 - Financial institution without drive-in window. *[Prohibited within the restricted zone.]*
 - Medical clinic or ambulatory surgical center.
 - Office.
- (8) Recreation uses.
 - Private recreation center, club, or area.
- (9) Residential uses.
 - Retirement housing.
- (10) Retail and personal service uses.
 - Ambulance service. *[Prohibited within the restricted zone.]*
 - Commercial parking lot or garage.
 - General merchandise or food store 3,500 square feet or less. *[Limited use [Not permitted] within the restricted zone [200 feet of Greenbriar Lane].]*
 - General merchandise or food store greater than 3,500 square feet. *[Prohibited [Not permitted] within the restricted zone [200 feet of Greenbriar Lane].]*
 - Personal service uses. *[Within the restricted zone, limited to 35,000 square feet in in the location shown on the development plan. [Not permitted within 200 feet of Greenbriar Lane].]*
 - Restaurant without drive-in or drive-through service. *[Limited use [Not permitted] within the restricted zone [200 feet of Greenbriar Lane].]*
 - Surface parking.
 - Theater. *[Prohibited [Not permitted] within 200 feet of Greenbriar Lane.]*
- (11) Transportation uses.
 - Heliport.
 - Helistop.
 - Private street or alley.
 - Transit passenger shelter. *[Prohibited within the restricted zone.]*
- (12) Utility and public service uses.
 - Local utilities.
 - Post office.
 - Radio, television, or microwave tower. (Ord. Nos. 22011; 25917)

SEC. 51P-282.106.

ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217. (Ord. 25917)

SEC. 51P-282.106.1. LIMITED USES.

(a) Except as provided in this section, consult the limited use regulations in Section 51A-4.218 for the specific limited use requirements for each limited use.

(b) For each general merchandise or food store 3,500 square feet or less limited use, exterior advertising signs are allowed on the same lot as the limited use with an effective area not to exceed 75 square feet with the following restrictions.

(c) For all general merchandise or food store 3,500 square feet or less limited uses, a maximum of two limited uses may erect advertising signs that comply with this subparagraph for each building facade with a maximum projection of six inches from the building facade and may be illuminated as specified in the non-business sign district regulations.

SEC. 51P-282.107. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. In the event of a conflict between this section and Division 51A-4.400, this section controls.)

(a) Setbacks.

(1) Except as provided in this subsection, the minimum setback from all street frontages is 15 feet.

(2) Minimum setback from Colorado Boulevard is 20 feet for all structures built after March 9, 2005. Signs must comply with the setbacks provided in Section 51P-282.113.

(b) Floor area. Maximum floor area is 2,100,000 square feet. The calculation of the floor area does not include above-grade, below-grade, or surface parking areas.

(c) Height. Except as provided in this subsection, maximum ~~Maximum~~ structure height in the area designated for business signage regulations as shown on the development plan is 680 feet above mean sea level, and in the area designated for non-business signage regulations is 634 feet above mean sea level. The elevation above mean sea level (MSL) is calculated from the existing benchmark located at the southwest corner of Greenbriar Lane and Beckley Avenue. The elevation of the benchmark is 420.35 feet above MSL. Maximum structure height within the restricted zone, is 40 feet above grade. The following structures may project a maximum of 12 feet above the height limitations specified in this subsection.

(1) Elevator penthouse or bulkhead.

(2) Mechanical equipment room.

(3) Visual screens which surround roof-mounted mechanical equipment and roof mounted equipment if screened.

(4) Chimney and vent stacks.

(5) Navigation and landing aids.

(6) Communications equipment.

(d) Lot coverage. Maximum lot coverage is 80 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(e) Stories. Except as provided in this section, m[M] maximum number of stories in the area designated for business signage regulations as shown on the development plan is 11, and in the area designated for non-business signage regulations is nine. In the restricted zone, maximum number of stories is two. (Ord. 25917)

SEC. 51P-282.108. OFF-STREET PARKING.

(a) Rehabilitation center. For the rehabilitation center shown on the development plan as “existing fitness center,” parking must be provided at a ratio of one parking space for each 375 square feet of floor area.

(b) All other uses. For all other uses, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use. (Ord. Nos. 22011; 25917)

SEC. 51P-282.109. TRANSPORTATION IMPROVEMENTS AND DEDICATIONS.

(a) Beckley Avenue median. The owner(s) must provide all improvements to the Beckley Avenue median between Tilden Avenue and Colorado Boulevard required by the director of the department of public works and transportation to facilitate safe access to and circulation around the Property.

(b) Greenbriar Lane access. No ingress or egress to or from the Property is permitted from Greenbriar Lane. (Ord. Nos. 22011; 25917)

SEC. 51P-282.110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. 25917)

SEC. 51P-282.111. LANDSCAPING.

(a) Except as provided in this section, landscaping [Landscaping] must be provided in accordance with Article X.

(b) A minimum six-foot-tall wrought iron fence, or similar materials, is required within the restricted zone, west of Handley Drive.

(c) Except as required by the Dallas Fire Code or other regulations, pedestrian and vehicular openings in the wrought iron fence within the restricted zone are prohibited.

(d) Except where subsection (c) requires openings, evergreen plant materials recommended for local area use by the building official are required south of and adjacent to the wrought iron fence and must provide a visual barrier for a minimum height of six feet within three years after their initial planting. The plant materials must be located in a bed that is at least three feet wide with a minimum soil depth of 24 inches. Initial plantings must be capable of obtaining a 70 percent solid appearance within three years. Plant materials must be placed a maximum of five feet on center over the entire length of the bed unless the building official approves an alternative planting density that a landscape authority certifies as being capable of providing a solid appearance within three years.

(e) All plant materials must be maintained in a healthy, growing condition. (Ord. 25917)

SEC. 51P-282.112. LIGHTING.

(a) Any lighting fixture located on the Property that exceeds 10 feet in height may not penetrate a one-to-three slope projecting upward and outward from the property line of any R, R(A), D, D(A), TH, or TH(A) district or any PD that allows single family, duplex, or townhouse uses; or a one-to-one slope projecting upward and outward from the property line of any MF, MF(A), MH, MH(A), or CH district or any PD that allows multifamily, manufactured home, or clustered housing uses. In no event, however, may a light fixture located on the Property exceed 30 feet in height.

(b) Lighting on the Property must average, on a maintained basis, an intensity of not less than 0.5 footcandle. Residual illumination of nearby residentially zoned property may not exceed 0.1 footcandle measured at ground level five or more feet inside the residential property line.

(c) Only cut-off, indirect, or shielded light fixtures are permitted on the Property. (Ord. Nos. 22011; 25917)

SEC. 51P-282.113. SIGNS.

(a) Except as provided in this section, signs must comply with the provisions for business zoning districts in Article VII.

(b) Signs located adjacent to the northern and western boundaries of the Property in the area shown on the development plan must comply with the provisions for non-business zoning districts in Article VII.

(c) Detached premise signs must be set back a minimum is 10 feet from Colorado Boulevard. (Ord. Nos. 22011; 25917)

SEC. 51P-282.114.

HELICOPTER BASE.

(a) The helicopter base may have no more than two helipads. These pads are limited to air ambulance transport of patients to and from the facility and other medical-related purposes, including but not limited to the transport of medical supplies and organs. The helicopter base may also have a refueling facility to be used only for refueling the helicopters providing contractual service to the facility. The following additional conditions apply.

(b) The helicopter pilot should follow major thoroughfares when approaching and departing the helicopter base.

(c) The helicopter pilot must maintain an elevation of 1,200 feet above mean sea level except during landing and takeoffs.

(d) The helicopter pilot should avoid noise sensitive areas such as residences, schools, and churches.

(e) The helicopter base must be located as shown on the helicopter base plan (Exhibit 282B).

(f) Takeoffs and landings must follow the paths shown on the helicopter flight path plan
(Exhibit 282C). (Ord. Nos. 19779; 22011; 25917)

SEC. 51P-282.115.

ADDITIONAL PROVISIONS.

(a) A minimum five-foot wide sidewalk is required between the projected street curb and the required fence within the restricted zone.

(b) A limited access control gate is required to access the Haines Avenue employee parking area as shown on the development plan (Exhibit 282A).

(c) The [entire] Property must be properly maintained in a state of good repair and neat appearance.

(d**[b]**) Development of the Property must comply with the requirements of the Federal Aviation Administration and with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city. (Ord. Nos. 22011; 25917)

SEC. 51P-282.116.

PAVING.

All parking spaces, aisles, maneuvering areas, and driveway connections to streets or alleys, whether enclosed or unenclosed, must comply with the standards set forth in the Dallas Development Code. (Ord. Nos. 22011; 25917)

SEC. 51P-282.117.

COMPLIANCE WITH CONDITIONS.

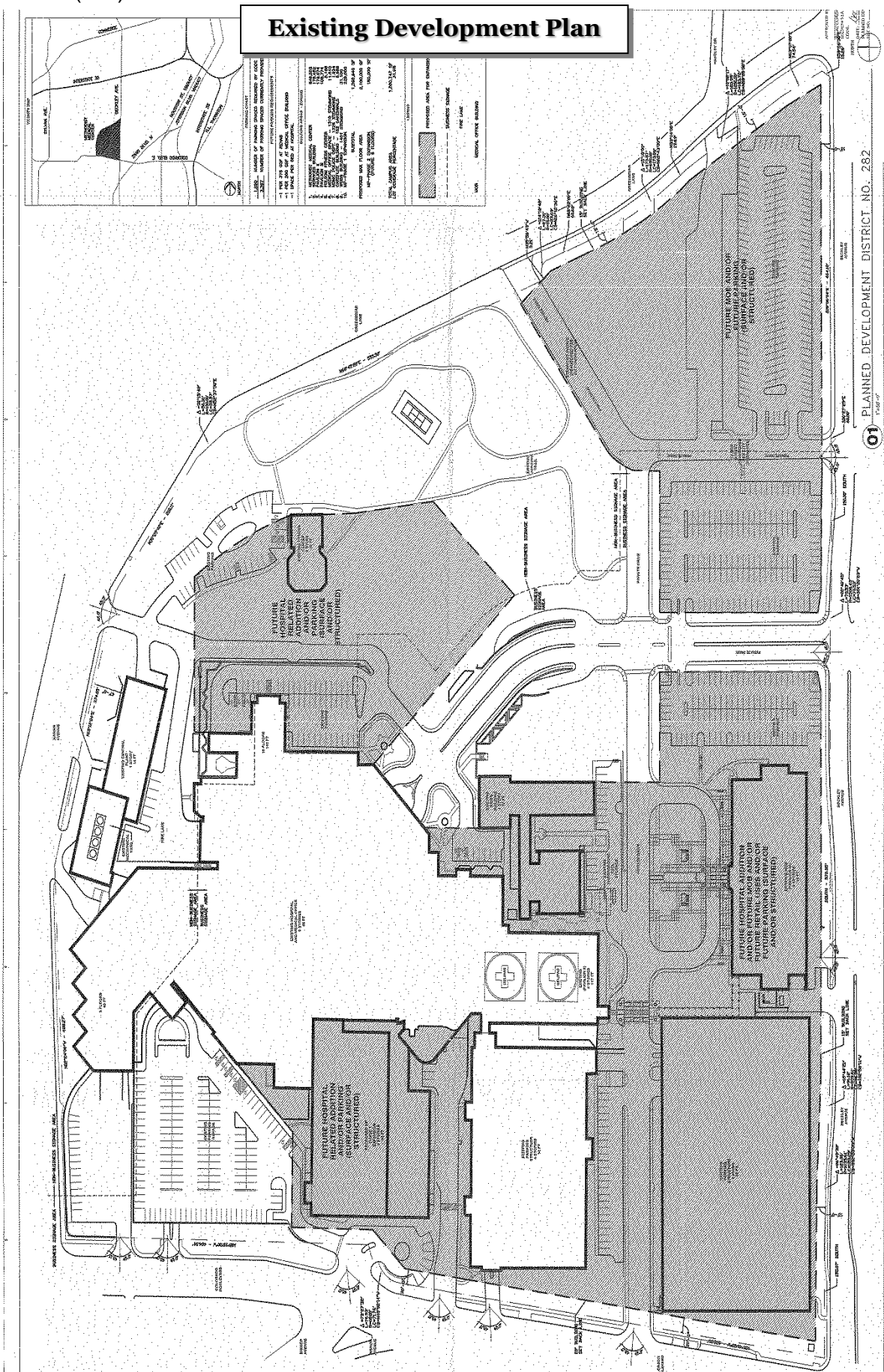
(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be

constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

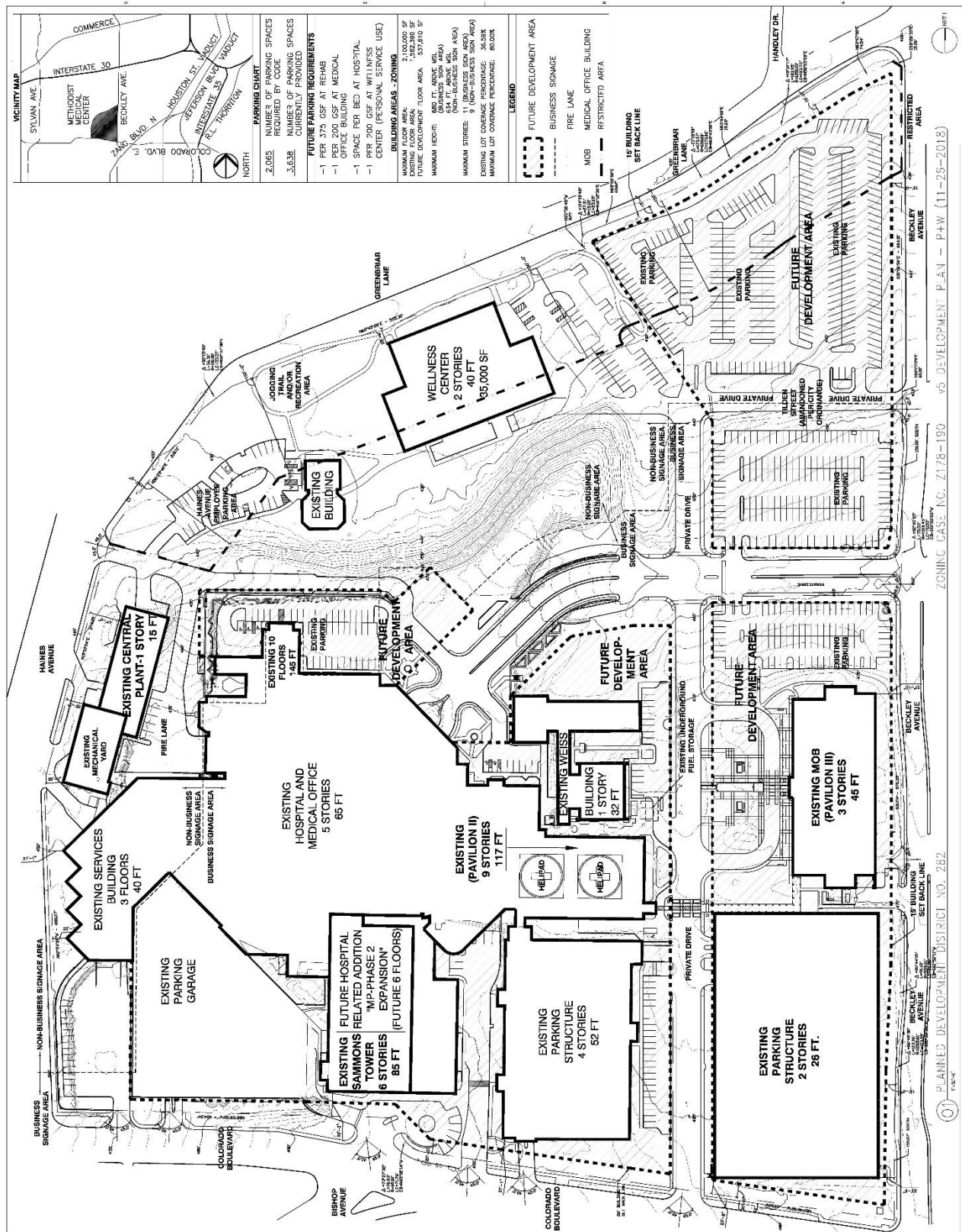
(b) The building official shall not issue a building permit to authorize work or certificate of occupancy to authorize the operation of a use in this PD until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other applicable ordinances, rules, and regulations of the city. (Ord. Nos. 22011; 25917)

~~[SEC. 51P-282.118. ————— ZONING MAP.]~~

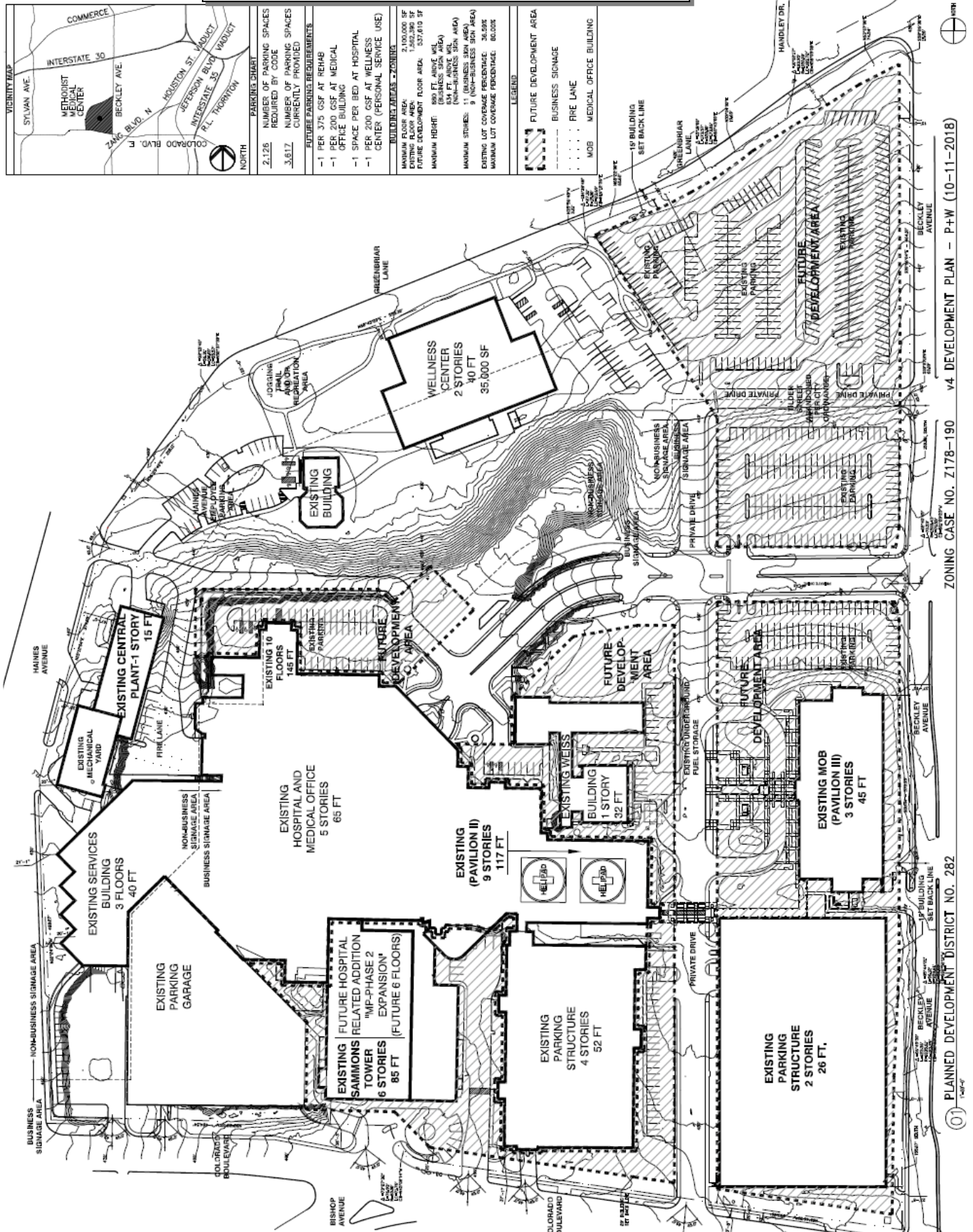
~~PD 282 is located on Zoning Map Nos. K-6 and K-7. (Ord. Nos. 19779; 25917)]~~



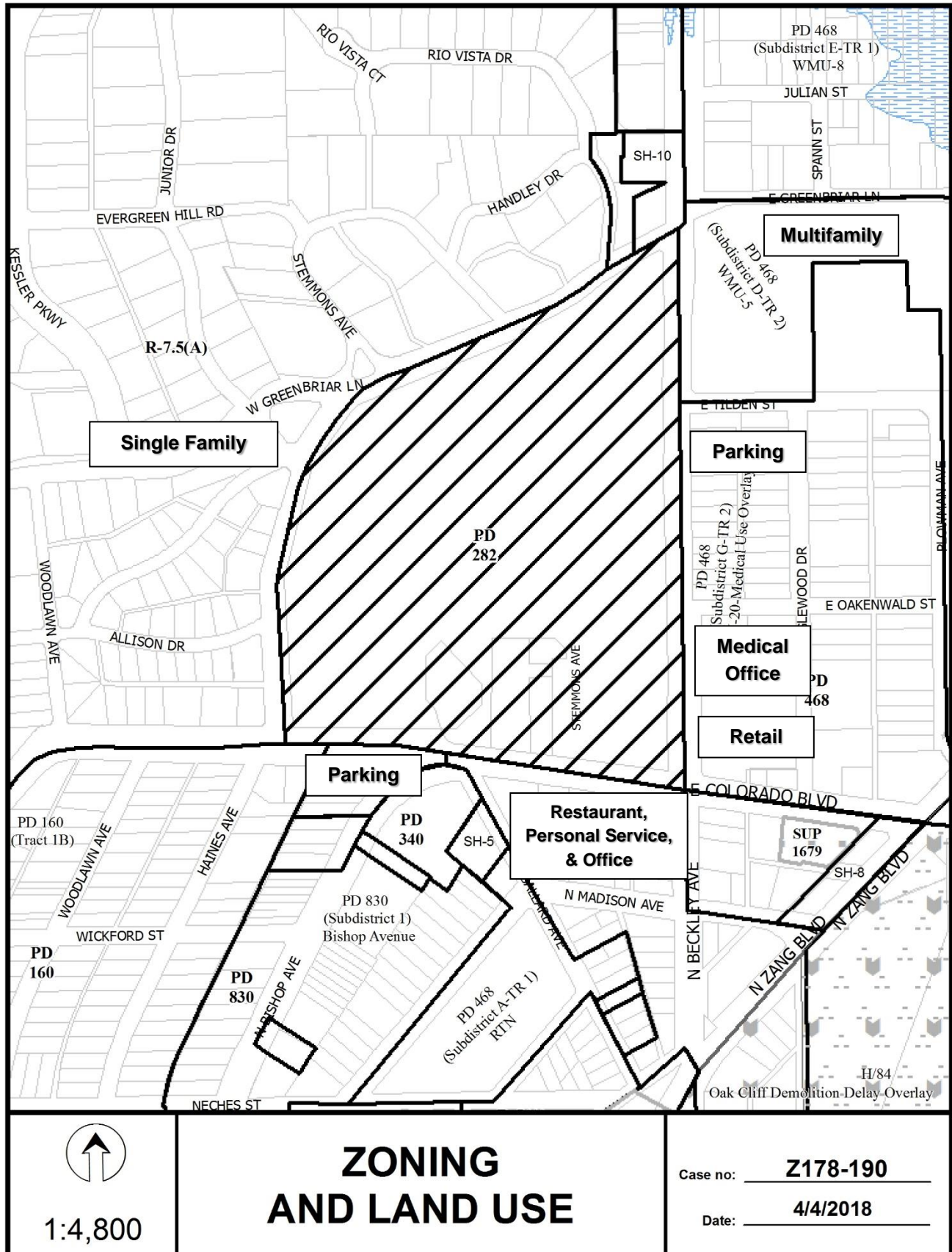
CPC Recommended Development Plan

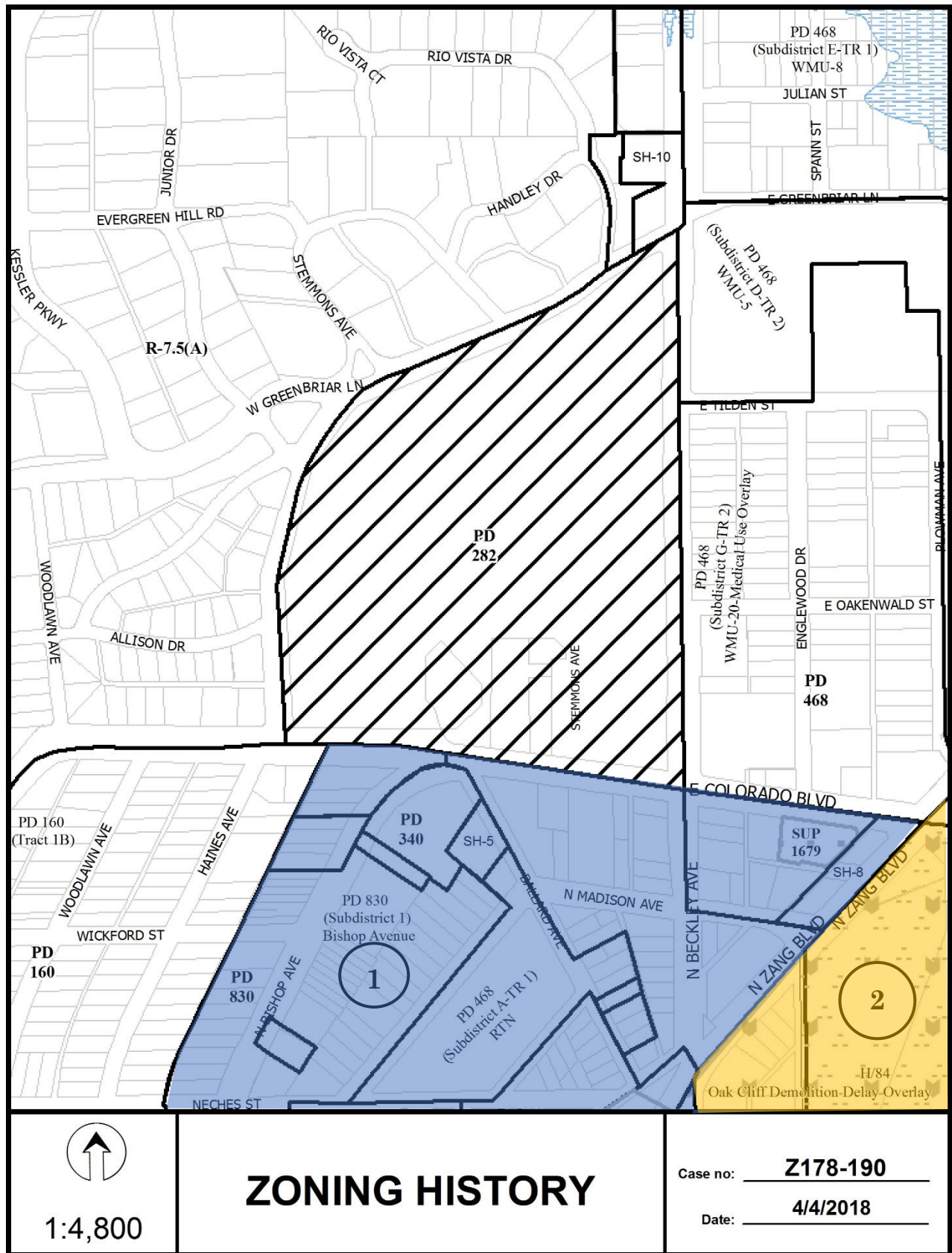


Applicant Proposed Development Plan









CPC Responses



145	Property Owners Notified (206 parcels)
18	Replies in Favor (61 parcels)
45	Replies in Opposition (45 parcels)
500'	Area of Notification
11/1/2018	Date

Z178-190
CPC



1:4,800

10/31/2018

Reply List of Property Owners***Z178-190******145 Property Owners Notified******18 Property Owners in Favor******45 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	1441 N BECKLEY AVE	PAVILION PROPERTIES
O	2	1401 STEMMONS AVE	PAVILLION PROP
O	3	1424 N BECKLEY AVE	METHODIST HOSPITALS OF DALLAS
O	4	1136 BALLARD AVE	METHODIST HOSPITALS OF DALLAS
O	5	221 W COLORADO BLVD	METHODIST HOSPITALS OF DALLAS
	6	1134 BALLARD AVE	HELLEN RYAN
	7	1212 N MADISON AVE	METHODIST HOSPITALS OF DALLAS
	8	1129 N BECKLEY AVE	GREENHOUSE CLYDE
	9	1127 N BECKLEY AVE	MTX NOOR REAL ESTATE LLC
	10	1300 N MADISON AVE	122S HAMPTON LLC
	11	1304 N MADISON AVE	CASTILLO SIMON III
	12	1215 N ZANG BLVD	TRITON ZANG LLC
	13	1317 N MADISON AVE	TRITON ZANG, LLC
	14	1202 N BECKLEY AVE	TRITON ZANG LLC
	15	1309 N MADISON AVE	MARTINEZ BROS INV
	16	1218 N BECKLEY AVE	MARTINEZ BRO INV
	17	1211 N BECKLEY AVE	BECKLEY PLACE PARTNERS LP
	18	1221 N BECKLEY AVE	DEJONG VLADI &
	19	200 W COLORADO BLVD	METROPLEX PROPERTIES
	20	1205 N MADISON AVE	KECHEJIAN ENTERPRISES LP
O	21	1322 N BECKLEY AVE	JONES VICKI D
O	22	116 OAKENWALD ST	BARR JOHN H TRUSTEE
	23	1339 ENGLEWOOD AVE	KESSLER WOMERNS GROUP LLC
O	24	1333 ENGLEWOOD AVE	BARR MARY CHRISTIAN TRUST
	25	1329 ENGLEWOOD AVE	BARR BURT JR
O	26	1325 ENGLEWOOD AVE	BARR JOHN H TRUSTEE

10/31/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	1307 ENGLEWOOD AVE	AMIRGHOLIZADEH KARIM
	28	123 E COLORADO BLVD	AMIR KARIM
O	29	203 E COLORADO BLVD	MARY CHRISTIAN BARR TRUST
O	30	1336 ENGLEWOOD AVE	BARR JOHN HOLMAN II TR
O	31	1338 ENGLEWOOD AVE	BARR JOHN HOLMAN II TR
	32	1402 ENGLEWOOD AVE	DEAN PATRICK J
O	33	1406 ENGLEWOOD AVE	METHODIST HOSPITALS OF DALLAS
	34	1426 ENGLEWOOD AVE	BUCKOVAN ROBERT SCOTT
	35	1430 ENGLEWOOD AVE	BUCKOVAN COPE CYNTHIA JEAN
	36	1438 ENGLEWOOD AVE	DIAZ MARY G
O	37	1400 N BECKLEY AVE	METHODIST HOSPITALS OF DALLAS
O	38	1403 ENGLEWOOD AVE	METHODIST HOSPITALS OF DALLAS
	39	1224 WOODLAWN AVE	WILLIAMS ELDA FAYE
X	40	1230 WOODLAWN AVE	STAGGS SAM
	41	1234 WOODLAWN AVE	BURDINE T W &
	42	1236 WOODLAWN AVE	BURDINE T W
	43	1242 WOODLAWN AVE	LOGAN KIMBERLY DIANE
	44	458 W COLORADO BLVD	HARRIS W ERNEST
	46	1241 HAINES AVE	WAVERING TAMMY A
	49	1227 HAINES AVE	GARCIA DESSIE &
	52	1208 HAINES AVE	HAINES SHARSHIV LLC
	53	1234 HAINES AVE	PROHASKA THOMAS M & JILL M
	54	330 W COLORADO BLVD	HUGHES WENDY L
	55	328 W COLORADO BLVD	ANDROSOV TATIANA
	58	1159 N MADISON AVE	1159 NORTH MADISON LLC
	60	101 JULIAN ST	DALLAS COUNTY SCHOOLS
	61	1616 N BECKLEY AVE	DP BECKLEY 1616 LLC
	62	115 E GREENBRIAR LN	MIMS JACK A &
O	64	1542 STEMMONS AVE	PATTERSON ROBERT K & AMBER L
O	65	1528 STEMMONS AVE	MALONE THOMAS DEAN &
X	67	1640 HANDLEY DR	MALLINSON LUKE W &

10/31/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	68	1605 N BECKLEY AVE	AUSBROOKE LLC
	70	115 W GREENBRIAR LN	DSGN ASSOCIATES INC
	73	233 W GREENBRIAR LN	OCON JOE
	75	1551 STEMMONS AVE	TINDLE DAVID WELDON
	78	1580 STEMMONS AVE	TERRELL LANE &
	79	1524 JUNIOR DR	OBRIEN THOMAS J & MELISSA
	80	1514 JUNIOR DR	CRUMP THOMAS B &
	82	921 KESSLER PKWY	OBRIEN MELISSA ANN &
	83	1505 JUNIOR DR	BERRY MARTHA W D
	84	1509 JUNIOR DR	BIELAMOWICZ MATTHEW T &
	85	1517 JUNIOR DR	HOPPER KIRK
X	89	428 ALLISON DR	WILKINS GREGORY ALAN & ROBIN M
O	90	424 ALLISON DR	PADIAN JOHN G
	91	420 ALLISON DR	PRUITT NATALIE R
	92	416 ALLISON DR	VANLANDINGHAM JARED ROBERT
	93	410 ALLISON DR	JORDAN MATTHEW LEVI
X	94	402 ALLISON DR	TRAMMELL ROBERT W &
	96	415 W COLORADO BLVD	THACKER DONALD WEY &
	97	423 W COLORADO BLVD	HORN PAUL R
	98	427 W COLORADO BLVD	COLLIER WILMA LUCILLE
	99	433 W COLORADO BLVD	JACOBSEN PETER C JR
	100	1414 JUNIOR DR	DUNCAN GORDON SCOTT
	101	1420 JUNIOR DR	RALEY ROGER DALE JR
	103	1430 JUNIOR DR	MADDING DAN
X	106	1450 JUNIOR DR	BRANDT SCOTT G &
	107	1435 HAINES AVE	ZAMAN SAYED & SABA SYED
	108	1427 HAINES AVE	MECKFESSEL ROBERT & PATRICIA
	109	1419 HAINES AVE	CLARKE TYLER & ELISE
	110	403 ALLISON DR	ROSS SUSAN KELLI
	112	415 ALLISON DR	PONCE JESUS J & ANJULIE M
	113	421 ALLISON DR	CORRELL MICHAEL A & VICTORIA T

10/31/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	114	427 ALLISON DR	BEACHUM LARRY M
	116	438 W GREENBRIAR LN	LIBERDA CURTIS A
	118	404 W GREENBRIAR LN	RILEY HANNAH KATE
	122	1133 N ZANG BLVD	ZANG OC 2016 LLC
	123	126 E COLORADO BLVD	HEBREE REVOCABLE LIVING TRUST
	124	1306 N BECKLEY AVE	CTA ASSOCIATES LP
	125	1330 N BECKLEY AVE	KESSLER WOMENS GROUP LLC
	127	1213 N BISHOP AVE	NEELY CHRISTOPHER & FRANCESCA
	128	1211 N BISHOP AVE	PALCHIK DIANA
	130	1144 N MADISON AVE	Dallas ISD
	131	1222 N BISHOP AVE	1222 BISHOP LLC
	133	1150 N BISHOP AVE	OAK CLIFF LAND DEV CO
	134	114 JULIAN ST	DARYL RICHARDSON GOURMET CATERING INC
	135	1520 N BECKLEY AVE	KESSLER PEAK LTD PS
	136	1619 N BECKLEY AVE	AUSBROOKE LLC
	140	133 W GREENBRIAR LN	JOHNSTON JOHN & PATRICIA
X	141	1534 JUNIOR DR	REA JAMES G
	142	1703 N BECKLEY AVE	BG BROOKVIEW PARTNERS LTD
	143	1411 HAINES AVE	ISENBERG RALPH & YAN HONG
	144	1451 JUNIOR DR	JENKINS KITTY VALERIE &
X	A1	1629 HANDLEY DR	HOMAN KATHERINE LIFE ESTATE
X	A2	1223 HAINES AVE	MCLAURY MICHAEL W
X	A3	1219 HAINES AVE	MCDONALD JAMES W &
X	A4	1438 JUNIOR DR	HESSER THOMAS J &
X	A5	1655 HANDLEY DR	CANAVATI NATALIE
X	A6	1167 N MADISON AVE	DELEON SERGIO & OLGA A
X	A7	1163 N MADISON AVE	ARELLANO JULIO &
X	A8	435 ALLISON DR	SHARPE THOMAS EST OF
X	A9	1427 JUNIOR DR	GAMBER VIBEKE M LIFE ESTATE
X	A10	1434 JUNIOR DR	MORTENSEN SHENNY M
X	A11	403 W COLORADO BLVD	STOLLY JOHN A

10/31/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	A12	408 W COLORADO BLVD	COLLIE RUTH
X	A13	911 KESSLER PKWY	ARRINGTON JOHN C &
X	A14	1231 HAINES AVE	MURPHREE TRACIE
X	A15	1235 HAINES AVE	SPENGLER COREY & VERONICA
X	A16	1424 JUNIOR DR	GOODEN KARL S
X	A17	1445 JUNIOR DR	JENKINS KITTY VALERIE &
X	A18	1215 N BISHOP AVE	COTE SEAN S &
X	A19	1209 N BISHOP AVE	BERMAN DOUGLAS M & SUMMER M
X	A20	123 E GREENBRIAR LN	RICHARDSON DARYL GOURMET CATERING INC
X	A21	434 W GREENBRIAR LN	PINKERTON WILLIAM E II &
X	A22	1606 RIO VISTA DR	ALEXANDER BRIAN & BICK SARAH
X	A23	215 W GREENBRIAR LN	MERLINO ANDREW &
X	A24	1535 STEMMONS AVE	BARLOW CLINTEN & WHITNEY
X	A25	1611 RIO VISTA DR	CHERNOCK CHRISTIAN S
X	A26	304 W GREENBRIAR LN	VANDERWOUDE LARRY A & PAULA BARBER
X	A27	1561 STEMMONS AVE	EBERHART BLAKE ALLEN & ANGELA NEYLON
X	A28	1639 HANDLEY DR	TUCKER TOBY & REBECCA
X	A29	1654 HANDLEY DR	ROSEN MATTHEW
X	A30	141 W GREENBRIAR DR	SCOTT KACEY & JAKE B
X	A31	434 ALLISON DR	SHIPP BRETT R
X	A32	411 ALLISON DR	HAGAN LAURA
X	A33	1218 N BISHOP AVE	AXXIS ENTERPRISES
X	A34	1155 N MADISON AVE	LOMAS HOMAR C &
X	A35	1239 HAINES AVE	WAVERING TAMMY A
X	A36	305 W GREENBRIAR LN	KAVANAGH PETER J & A LYNN
X	A37	1620 HANDLEY DR	KAVANAGH PETER
X	A38	1572 STEMMONS AVE	BLACK TIMOTHY SCOTT & CHRISTY
X	A39	1439 JUNIOR DR	LIND LEON D



Agenda Information Sheet

File #: 19-29

Item #: 37.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 14
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding an application for a Planned Development Subdistrict for MF-2 Multiple Family uses on property zoned an MF-2 Multiple Family Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the west line of Carlisle Street, between North Hall Street and Bowen Street

Recommendation of Staff: Approval, subject to a development plan and staff's recommended conditions

Recommendation of CPC: Denial without prejudice

Z178-206(JM)

FILE NUMBER: Z178-206(JM)

DATE FILED: March 12, 2018

LOCATION: West line of Carlisle Street, between North Hall Street and Bowen Street

COUNCIL DISTRICT: 14

MAPSCO: 35 X, 45 B

SIZE OF REQUEST: ±3.8 acres

CENSUS TRACT: 18.00

APPLICANT: Lincoln Property Company Southwest, Inc.

OWNER: Turtle Creek Terrace Condominiums

REPRESENTATIVE: Angela Hunt, Munsch Hardt

REQUEST: An application for a Planned Development Subdistrict for MF-2 Multiple Family uses on property zoned an MF-2 Multiple Family Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District.

SUMMARY: The applicant is proposing to redevelop the site with a maximum six-story multiple family structure. A Subdistrict is requested to allow the following amendments: **1)** an additional 10-foot setback on Carlisle Street; **2)** encroachments into the front, side, and rear yards for certain items; **3)** increasing the dwelling unit density to allow a maximum of 307 dwelling units; **4)** increasing the maximum allowable height from 36 feet to 70 feet; **5)** exempting parking structures from counting as stories and increasing the maximum allowable stories from three to six; **6)** increasing lot coverage from 60 percent to 70 percent; **7)** adding architectural standards; and, **8)** requiring a minimum of five percent mixed-income housing in order to obtain the development incentives detailed; otherwise, the MF-2 Multiple Family Subdistrict standards apply.

CPC RECOMMENDATION: Denial without prejudice

STAFF RECOMMENDATION: Approval, subject to a development plan and staff's recommended conditions

BACKGROUND INFORMATION:

- On October 1, 2018, a redesigned development plan and revised PD conditions were provided to staff. This report has been updated accordingly.
- On February 8, 1985, the City Council approved Planned Development District No. 193, the Oak Lawn Special Purpose District. The PD is comprised of approximately 2,593 acres, and provides standards to promote and protect the health, safety, welfare, convenience, and enjoyment of the public, and in part, to achieve the objectives outlined in the PD.
- The 3.8-acre property is developed with a two-story multifamily complex built in the 1960s and consisting of approximately 115 condominiums with surface parking lots.
- The applicant proposes to redevelop the site with a 307-unit residential tower, including five percent of mixed-income units. These mixed-income units will be subject to a rental affordability expiration period of 25 years, beginning on the date the first affordable unit is leased to an eligible household or voucher holder.
- While the maximum structure height in an MF-2 Subdistrict is 36 feet, the applicant is requesting a maximum height of 70 feet, which will include a partially above-grade parking garage.
- When the provisions of the Mixed-Income Housing Section of the proposed PDS are provided, the following amendments to the MF-2 Subdistrict standards will apply:
 - 1) an additional 10-foot setback on Carlisle Street;
 - 2) encroachments into the front, side, and rear yards for certain items;
 - 3) increasing the dwelling unit density to allow a maximum of 307 dwelling units;
 - 4) increasing the maximum allowable height from 36 feet to 70 feet;
 - 5) exempting parking structures from counting as stories and increasing the maximum allowable stories from three to six;
 - 6) increasing lot coverage from 60 percent to 70 percent;
 - 7) adding architectural standards; and,
 - 8) requiring a minimum of five percent mixed-income housing in order to obtain the development incentives detailed; otherwise, the MF-2 Multiple Family Subdistrict standards apply.
- The proposed changes improve the overall quality of the project. Staff maintains that alternate recommendations for the additional setback, height, and stories requirements are best for the site and neighborhood. Staff cannot support the requirement for an elevator within the leasing office as there is no land-use based rationale for this request.

Zoning History: There have been seven zoning cases at six sites in the area in the past five years.

1. **Z178-186:** On April 25, 2018, the City Council approved the creation of a demolition delay overlay on property zoned a CR Community Retail District, a CS Commercial Service District, a D(A) Duplex District, a GO(A) General Office District, an IM Industrial Manufacturing District, an LO-1 Limited Office District, an LO-3 Limited Office District, an MC-1 Multiple Commercial District, an MC-3 Multiple Commercial District, an MC-4 Multiple Commercial District, an MF-1(A) Multifamily District, an MF-2(A) Multifamily District, an MF-3(A) Multifamily District, an MU-1 Mixed Use District, an MU-2 Mixed Use District, an NO(A) Neighborhood Office District, an NS(A) Neighborhood Service District, an O-2 District, a P(A) Parking District, a RR Regional Retail District, an R-7.5(A) Single Family District, a TH-2(A) Townhome District, a TH-3(A) Townhome District, a WMU-8 Walkable Urban Mixed Use District, a WR-5 Walkable Urban Residential District; Planned Development District No. 8, Planned Development District No. 21, Planned Development District No. 27, Planned Development District No. 97, Planned Development District No. 98, Planned Development District No. 127, Planned Development District No. 131, Planned Development District No. 132, Planned Development District No. 148, Planned Development District No. 154, Planned Development District No. 157, Planned Development District No. 167, Planned Development District No. 171, Planned Development District No. 174, Planned Development District No. 180, Planned Development District No. 193 – D Duplex, GR General Retail, I-2 Industrial, LC Light Commercial, MF-1 Multiple Family, MF-2 Multiple Family, MF-3 Multiple Family, NS - Neighborhood Service, O-1 Office, O-2 Office, P Parking Subdistricts and Planned Development Subdistricts No. 1, No. 3, No. 9, No. 10, No. 14, No. 17, No. 19, No. 20, No. 21, No. 26, No. 29, No. 30, No. 31, No. 32, No. 33, No. 37, No. 38, No. 40, No. 41, No. 42, No. 43, No. 44, No. 46, No. 47, No. 48, No. 51, No. 56, No. 59, No. 60, No. 61, No. 62, No. 63, No. 65, No. 71, No. 76, No. 78, No. 80, No. 81, No. 82, No. 84, No. 91, No. 92, No. 97, No. 99, No. 100, No. 101, No. 102, No. 106, No. 112, No. 114, No. 116, No. 121, No. 122, No. 123, No. 125, No. 130, No. 132, No. 134 and No. 135, R-7.5 Single Family, TH-2 Townhouse, TH-3 Townhouse; Planned Development District No. 196, Planned Development District No. 205, Planned Development District No. 229, Planned Development District No. 245, Planned Development District No. 248, Planned Development District No. 262, Planned Development District No. 277, Planned Development District No. 298, Planned Development District No. 300, Planned Development District No. 305, Planned Development District No. 324, Planned Development District No. 325, Planned Development District No. 350, Planned Development District No. 362, Planned Development District, No. 371, Planned Development District No. 374, Planned Development District No. 398, Planned Development District No. 424, Planned Development District No. 446, Planned Development District No. 462, Planned Development District No. 518, Planned Development District No. 556, Planned Development District No. 600, Planned Development District No. 630, Planned Development District No. 640, Planned Development District No. 691, ,Planned Development District No. 698, Planned Development District No. 725, Planned Development District, No. 749, Planned Development District No. 763, Planned Development District No. 820, Planned Development District No. 842, Planned Development District No. 860, Planned Development District No. 889, Planned Development District No. 931, Planned Development District No. 940, Planned Development District No. 951, Planned Development District No. 965, Planned Development District No. 970, Planned Development District No. 979, Planned Development District No. 987, Planned

Development District No. 990; and, Conservation Districts No. 9, No. 11, No. 12, No. 15, No. 16, No. 17, in an area generally bound by Live Oak Street, Bryan Parkway, Matilda Street, Martel Avenue, municipal boundary of Dallas and Highland Park, Lemmon Avenue, Dallas N. Tollway, Turtle Creek Boulevard, Carlisle Street, Blackburn Street, and Haskell Avenue to Main Street, both sides of Main Street from N. Haskell to S. Carroll Avenue, Main Place, S. Prairie Avenue, Columbia Avenue, and N. Fitzhugh Avenue.

2. **Z167-306:** On October 11, 2017, the City Council approved the creation of Planned Development Subdistrict No. 135 for O-2 Office Subdistrict uses on property zoned an O-2 Office Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District on the west corner of Cedar Springs Road and Turtle Creek Boulevard.
3. **Z167-131:** On October 25, 2017, the City Council approved the creation of Planned Development Subdistrict No. 136 for O-2 Office Subdistrict uses and a restaurant by right and to allow for the encroachment of the setbacks as well as existing retaining walls and covered stairwell to the parking garage on property zoned an O-2 Office Subdistrict within Planned Development No. 193, the Oak Lawn Special Purpose District located on the north corner of Turtle Creek Boulevard and Gillespie Street.
4. **Z156-278 & Z134-280:** On April 12, 2017, the City Council approved the amendment to, and an expansion of, Planned Development Subdistrict No. 111 for LC Light Commercial Subdistrict uses on property zoned an LC Light Commercial Subdistrict and Planned Development Subdistrict No. 111 within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the northwest line of McKinney Avenue, northeast of Bowen Street. On January 28, 2015, the City Council approved the creation of Planned Development Subdistrict No. 111.
5. **Z134-333:** On February 25, 2015, the City Council approved the creation of Planned Development Subdistrict No. 113 for LC Light Commercial Subdistrict Uses on property zoned an LC Light Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, located on the northeast Line of Bowen Street, between McKinney Avenue and Oak Grove Avenue.
6. **Z134-318:** On Thursday, October 23, 2014, the City Plan Commission recommended denial of an application for a Specific Use Permit for a drive-through restaurant on property zoned a GR General Retail Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, located at the south corner of Lemmon Avenue East and Cole Avenue.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Carlisle Street	Minor Arterial	Variable	80 feet
N. Hall Street	Community Collector	Variable	60 feet
Bowen Street	Community Collector	50 feet	60 feet

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.

Surrounding Land Uses:

	Zoning within PD No. 193	Land Use
Site	MF-2 Multiple Family Subdistrict	Multiple family
Northwest	O-2 Office Subdistrict	Katy Trail and Turtle Creek Corridor
Northeast	MF-2 Multiple Family Subdistrict	Multiple family
East	MF-2 Multiple Family Subdistrict	Multiple family
South	O-2 Office Subdistrict	Museum and multiple family
West	O-2 Office Subdistrict	Katy Trail and Turtle Creek Corridor

STAFF ANALYSIS:**Comprehensive Plan:**

The Comprehensive Plan does not make a specific land use recommendation related to the request, however the *forwardDallas! Vision Illustration*, adopted June 2006, is comprised of a series of Building Blocks that depicts general land use patterns.

The applicant's request generally complies with the following goals and policies of the Comprehensive Plan.

LAND USE**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.

URBAN DESIGN**GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY**

Policy 5.1.1 Promote pedestrian-friendly streetscapes.

Implementation Measure 5.1.1.3 Apply urban design tools in pedestrian or transit-oriented districts when approving zoning cases and when developing Area Plans.

Policy 5.1.3 Encourage complementary building height, scale, design and character.

NEIGHBORHOOD PLUS

GOAL 4.3 Enhance neighborhood desirability by improving infrastructure, housing stock, recreation and safety.

GOAL 6.1 Raise the quality of rental property through better design standards, proactive and systematic code enforcement, and zero tolerance towards chronic offenders.

GOAL 6.2 Expand affordable housing options and encourage its distribution throughout the city and region.

Area Plans:

The Oak Lawn Special Purpose District and the Oak Lawn Plan include the following objectives:

- (1) To achieve buildings more urban in form.
- (2) To promote and protect an attractive street level pedestrian environment with continuous street frontage activities in retail areas.
- (3) To encourage the placement of off-street parking underground or within buildings similar in appearance to non-parking buildings.
- (4) To promote development appropriate to the character of nearby neighborhood uses by imposing standards sensitive to scale and adjacency issues.
- (5) To use existing zoned development densities as a base from which to plan, while providing bonuses to encourage residential development in commercial areas.
- (6) To discourage variances or zoning changes which would erode the quantity or quality of single-family neighborhoods, or would fail to adhere to the standards for multiple-family neighborhoods and commercial areas.
- (7) To promote landscape/streetscape quality and appearance.

The applicant's request for a PDS meets objectives 1, 2 (although not in a retail area), 3, 4, and 7. Since the request has an underlying zoning that conforms to the existing MF-2

development standards and allows additional height and density if both mixed-income housing and the additional urban standards are provided, staff considers the fifth objective met. Number 5 is not met since the requested density does not match the underlying zoning district. The increase in density requested does not match the surrounding multiple family areas; thereby, failing to support item 6.

Land Use Compatibility:

Surrounding land uses include multiple family to the northeast, east, and south; a museum to the south; and, the Katy Trail and Turtle Creek Corridor to the west and northwest.

The 3.8-acre property was developed in the 1960s with a two-story multifamily complex consisting of approximately 115 condominiums and surface parking lots. The applicant proposes to redevelop the site with a 307-unit residential tower with a maximum height of 70 feet which will include a partially above-grade parking garage. The proposed request would raze the existing 115 multiple family condominiums and allow the construction of 307 rental multifamily units including five percent of mixed-income units. These mixed-income units will be subject to a rental affordability expiration period of 25 years, beginning on the date the first affordable unit is leased to an eligible household or voucher holder.

Since the City has experienced a lack of affordable housing in the vicinity of the area of request, staff recognizes an opportunity to leverage additional development rights to gain affordable housing. Staff considers the amount of affordable housing offered by the applicant as adequate to substantiate some additional development rights; however, staff has recommended alternate development standards that are more suitable to the site's multifamily zoning adjacency. Overall, staff supports the request to redevelop the site with multiple family uses, subject to staff's recommendations on the proposed development standards, including an increase to 10 percent of mixed-income units.

Development Standards:

The request site has approximately 165,528 square feet of lot area and 1,135 of street frontage across from an MF-2 Multiple Family Subdistrict that limits structures to 36 feet in height, or less. The remaining boundaries include 800 feet along the Katy Trail and Turtle Creek Corridor, as well as 252 feet along Bowen Street, which abuts the O-2 Office Subdistrict, limiting structures to 240 feet in height, or less.

The applicant requests development rights to allow increases in density and height, leveraging the following additional regulations 1) additional setbacks for the portions of the building that exceed 15 feet in height, 2) providing urban design standards, and 3) ensuring the development has an affordable housing component. Staff recognizes the need for mixed-income housing in the vicinity and, therefore, supports an increase in certain development rights in exchange for these additional housing regulations. However, staff recommends development standards that will assist in the transition between the surrounding MF-2 Multiple Family Subdistrict and O-2 Office Subdistrict for a more gradual application of the proposed increased development rights.

District	Setbacks		MF Density	Height	Lot Coverage	Primary Uses
	Front	Side /Rear				
Existing: MF-2 Subdistrict	15'	10'/15'	Based on bedrooms and lot area. See chart in Land Use Compatibility for examples for this site.	36'	60%	Multiple family
Staff Recommended: PDS for MF-2 uses	15' Encroachments permitted	15'/15'	Max 230 dwelling units with 10% mixed-income	60' 5 stories plus parking structure	65%	Multiple family
Applicant Proposed BEFORE: PDS for MF-2 uses	15' Encroachments permitted	30'/15'	Max 309 dwelling units with 5% mixed-income	79'-70' 6 5-6 stories plus parking structure	65%	Multiple family
Applicant Proposed CURRENT: PDS for MF-2 uses	15' Encroachments permitted	15'/15'	Max 307 dwelling units with 5% mixed-income for 25 years	70' 6 stories plus parking structure	65%	Multiple family

The proposed PDS deviates from the existing MF-2 Subdistrict standards in the following manners:

1) Additional setback on Carlisle Street

The applicant's proposal is to provide an additional setback of 10 feet for structures that exceed 15 feet in height on Carlisle Street only. The proposed construction will contain one six-story building, with a maximum height of 70 feet and 401,486 square feet of floor area. This includes an additional 20,000 square feet of floor area compared to the plan that proposed a singular structure.

In PD No. 193, an additional setback must be provided that is equal to twice the height of the portion of the building that exceeds 36 feet in height in the MF-3, O-2, GR, and LC subdistricts, if a building is erected or altered to exceed 36 feet in height and the building site has a front yard that is either perpendicularly contiguous to or perpendicularly across an adjoining street from a single-family or duplex subdistrict. The site does not contain adjacency to single-family or duplex subdistricts; however, additional setbacks assist in providing greater quantities of light and air down to the street level in urban areas. Therefore, the additional setback operates as a transitional element easing the block into greater height and density, considering the adjacency to lower-density, MF-2 Subdistrict properties to the northeast and east.

Per PD No. 193, if the additional setback is applied to the requested height of 70 feet, the additional setback would be a gradual 68 feet. Staff is recommending a height of 60 feet, and an additional setback totaling 30 feet. Staff arrived at this recommendation by considering the existing built environment, with respect to the MF-2 Subdistrict properties which allows a maximum height of 36 feet fronting most of the site, including the N. Hall

Street and Carlisle Street frontages. Additionally, consideration was given to the Bowen Street frontage, which neighbors the O-2 Subdistrict and provides an additional setback despite existing MF-2 adjacency. Staff supports the request to begin the additional setback at 20 feet in height, but recommends requiring a setback of 15 feet for each 20-foot increase in height to relax the presence of the taller and denser structures on the street-level and to protect and encourage the pedestrian experience.

Considering the change in grade to the north across N. Hall Street and the O-2 Subdistrict to the south, the additional setback recommended by staff for both N. Hall Street and Bowen Street is 10 feet for structures that exceed 20 feet-in-height.

2) Stoops, steps, handrails, guardrails, planters, retaining walls up to a maximum of six feet in height and patios, transformers and other utility equipment, raised planters, and other decorative landscape features may be located within the required front, side, or rear yards.

The proposed encroachments into the required setback areas will allow for direct access units along Carlisle Street. Additionally, this provision would allow landscape features like retaining walls, which are considered structures, to follow the change in grade through the property. Staff supports this deviation as it achieves the desired urban form and experience consistent with the neighborhood.

3) Increasing the dwelling unit density to allow a maximum of 307 dwelling units

The MF-2 Subdistrict measures the allowable density based on the size of the site and in consideration of the type of units planned for the complex (efficiency, one bedroom, two bedroom, etc.). Because of this complexity and combined with how the proposed PDS does not delineate a mix of units based on percentage, staff compiled the following table to show possible variations on the subject site based on the lot size and proposed density of 307 dwelling units. The applicant has mentioned a possible 80 percent one-bedroom, 20 percent two-bedroom configuration; however, staff can neither regulate nor ensure this configuration. The table below indicates the variety of possible deviations, including the center highlighted below, as requested by the applicant (increases shown as a percentage above 100 percent and decreases shown as a percentage below 100 percent). Under the existing zoning, the structures could be demolished, and the site redeveloped with a mix of up to:

MF-2 Subdistrict Givens and Comparison Table at 309 Dwelling Unit Density:

Givens:	Efficiency	1 BR	2 BR	3 BR
Min lot area per unit	800 sf	1000 sf	1200 sf	1350 sf
Site lot area	165,528 square feet			

Varying Percentages of Mixed Unit Types						
% Efficiency	% 1 BR	% 2BR	% 3 BR	Total		Deviation
100%	0%	0%	0%	207		49%
50%	30%	20%	0%	181		71%
0%	100%	0%	0%	166		87%
20%	45%	30%	5%	163		89%
0%	80%	20%	0%	160		93%
0%	60%	30%	10%	153		102%
0%	0%	100%	0%	138		124%
0%	0%	50%	50%	130		137%
0%	0%	0%	100%	123		152%

Since the proposed dwelling unit density of 307 units does not provide a required number or mix of bedrooms, staff considered the difference between the existing maximum three-bedroom units allowed (123) subtracted from the requested number of units (307). This accounts for a 152 percent increase, or deviation, in the current allowable density.

Staff considered the density of multiple family complexes surrounding the site and totaling nearly 16 acres with approximately 1,156 dwelling units. This averages 68 dwelling units per acre. The average accounted for lower density developments within the MF-2 Subdistrict, and higher density developments within the O-2 Subdistrict. The subject site contains 3.8 acres of land. Staff also considered the lot coverage as a limitation to the allowable dwelling unit density. Finally, staff compared the use to a retirement housing use in PD No. 193 which allows 55 dwelling units per acre. The average of these calculations with an added 10 percent bonus in consideration of the mixed-income element totaled 230 dwelling units. Essentially, 307 dwelling units far exceeds the current allowed density for the site and staff recommends a density of 230 dwelling units as a more appropriate and comparable density for the property.

4) Increasing the maximum allowable height from 36 feet to 70 feet

The area has varying topography impacting the different development sites. The subject site has an average grade of 455 feet with an approximate 30-foot change in grade from the corners of the site. The Katy Trail abutting to the west is elevated up to 20 feet above the site, peering onto the rear yard of the proposed development and separated by a wooded easement area. Combined with the increased setback of 30 feet along the west boundary and considering the zoning of an O-2 Subdistrict allowing greater height surrounding the trail, the overall impact of the proposed increase in height would be minimal, if even noticeable, for trail users.

However, the existing development across Carlisle Street to the east, with an average grade of 461.5 feet, would experience a detrimental effect of reduced light and vistas from its third floor and rooftop patio areas. Considering the difference in grade between the sites, staff supports a reduced height of 60 feet in lieu of the requested 70 feet. The essential impact would simulate 17.5 feet in height rather than 24 feet due to the decrease in grade at the subject site. The increase in height would account for about 1.5 stories, thus restricting, but not eliminating, views and privacy for the existing neighbors complying with the MF-2 Subdistrict standards.

5) Exempting parking structures from counting as stories and increasing the maximum stories from three to six

PD No. 193 does not distinguish between a story containing residences/active uses, and parking; therefore, a parking structure above-grade at the base of the building counts as allowable stories. The current proposal to exempt the parking structure from the maximum allowable story height would not increase the overall height, but it would allow the maximum height to be reached. Considering the request for an increase in height to 70 feet with a 20-feet-in-height first floor, the request for a maximum of six stories would allow for an additional five stories, each 12-feet-in-height.

Considering the reduction in height to 60 feet, staff also recommends a reduction to five allowable stories. Additionally, staff's recommended conditions include increased additional setbacks, reduced height, and a reduction in density. While the parking structure may not count towards the number of stories, the above-grade portions count towards the total allowable height. Furthermore, staff would prefer to see the entire parking garage below-grade as this would drive the height lower and improve the aesthetics of the project from the pedestrian level, which results in the units being less compressed into the buildable area.

6) Increasing lot coverage from 60 percent to 70 percent

The requested change in lot coverage increases the buildable square footage from 99,317 to 115,869 square feet. Considering the topography in two areas providing up to a 30-foot change in grade, staff agrees that a ten percent increase in lot coverage is suitable for the site. The areas with the greatest change would be quite difficult to develop and the proposed development plan indicates the areas will not have structures (areas to the southwest and northwest along the Katy Trail).

7) Adding architectural standards

- **Pedestrian amenities:**

- A minimum of one bicycle parking space must be provided for each street-level accessible unit provided. Bicycle parking can be combined in a central facility and location.
- Generators, above-grade utility boxes, and similar mechanical equipment must be located so as not to be visible from the right-of-way or must be

screened with landscaping that is a minimum three-feet-tall at the time of planting.

- Pedestrian scale lighting must be provided at a minimum of one light standard for every 75 feet or at a minimum of 0.5-foot candles between light standards, whichever is less.
- **Entrances:**
 - Requiring 14 units with direct access to the street level on Carlisle Street. Along N. Hall Street, a minimum of 30 percent of the dwelling units at street-level must have direct access.
 - A minimum of 10 dwelling units are required to be facing the Katy Trail, must have individual entries that face the Katy Trail, and must have direct access to the Katy Trail from an improved path. These units are limited in height to 15 feet.
- **Architectural elements:**
 - The street-level, street-facing facade must have a minimum of 20 percent and a maximum 90 percent transparency.
 - Each building corner at a street intersection and street-facing public entrance must be architecturally prominent by use of building elements.
 - Changes in the horizontal plane of the façade will provide continued variation and avoid blank walls at higher levels.

These design standards encourage the overall activation of the residential street, enhancing the urban environment.

- **Parking:**
 - A maximum of eight off-street parking spaces are allowed as surface parking. These parking spaces are expected to serve the leasing office.
 - PD No. 193 encourages structured parking, preferably below-grade. The proposal is to have two levels of parking, partially below grade. This is due to the change of grade across the subject site of up to 13 feet. The portion of the parking structure above-grade occurs primarily at the Bowen Street, N. Hall Street, and Katy Trail frontages. While the Katy Trail frontage is heavily treed and separated by over 20 feet in change of grade, the Bowen Street frontage will have the parking structure visible from the street. This frontage abuts the O-2 Subdistrict, currently containing a museum and, to the southeast, a multiple family development. Urban design features added will contribute to the protective standards in PD No. 193 to conceal the proposed parking structure and ensure proper façade treatment.
 - Sec. 51P-193.127(a) requires that all permanent parking structures be either underground or concealed in a building with a facade that is similar in appearance to the facade of the main non-parking building for which the parking is accessory. At least 12 percent of the parking structure facade (including openings, if any) must be covered with the same material used predominantly on the first 24 feet of height of the main non-parking building.

Openings in the parking structure facade may not exceed 52 percent of the total facade area.

- In addition to the requirements of Section 51P-193.127(a), aboveground parking structures must provide a minimum 30 inches of solid screening on each level, measured from each floor level within the parking structure, to screen vehicles and vehicle headlights. The proposed PDS requests further activation of the pedestrian area by adding a pedestrian plaza within the required landscape buffer for a parking structure along Carlisle Street. This is located at the corner of N. Hall Street and Carlisle Street where a large tree would be saved and a plaza could be executed.
- Additionally, Sec. 51P-193.126(D) states that aboveground parking structures must provide a 10-foot landscaping buffer on any side facing a public right-of-way. This landscape buffer must contain one tree for every 25 feet of frontage and evergreen shrubs planted three feet on center. This would not generate screening along the Katy Trail frontage. The following PDS condition rectifies this: Openings in aboveground parking structure facades must be screened from the street and Katy Trail except for openings for vehicular access. Screening may include architectural grill work or other materials that provide ventilation.

8) Requiring a minimum of five percent mixed-income housing to obtain the development incentives detailed otherwise, the MF-2 Multiple Family Subdistrict standards apply.

While staff appreciates the inclusion of affordable housing units into the proposed development, the percentage does not align with the current staff request to provide a minimum of 10 percent mixed income. Additionally, the affordability period expires after 25 years, beginning on the date the first affordable unit is leased to an eligible household or voucher holder. Staff supports the increased term of 25 years.

Parking:

For a multifamily use in PD No. 193, the parking requirement is one space per 500 square feet of floor area, with a maximum of 1.5 spaces for structures that exceed 36 feet in height. The applicant is proposing to meet this minimum requirement. No changes to the existing parking structure facade standards of PD No. 193 are proposed with this application.

A two-level parking structure is planned, partially above grade, beneath the site. In addition to the requirements of Section 51P-193.127(a), aboveground parking structures must provide a minimum 30 inches of solid screening on each level, measured from each floor level within the parking structure, to screen vehicles and vehicle headlights. Openings in aboveground parking structure facades must be screened except for openings for vehicular access. Structural and building elements including ramps and interior lighting must be concealed through screening. Screening may include architectural grill work or other materials that provide ventilation.

New conditions proposed clarify the screening of the lights within the parking structure from the Katy Trail and street. Additionally, extra bicycle parking is required based on the total number of parking spaces provided. A minimum of 10 bicycle parking spaces must be provided at the north garage entry, accessible to guests and residents.

Landscaping:

For the proposed structure, landscaping is required in accordance with PD No. 193 with additional parking structure screening to facilitate an improved pedestrian environment. Staff supports the requested modification, as it is seen to be in kind to the spirit and intent of the landscaping requirements of PD No. 193.

CPC Action
November 15, 2018

Motion: It was moved to recommend **denial without prejudice** of a Planned Development Subdistrict for MF-2 Multiple Family uses on property zoned an MF-2 Multiple Family Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the west line of Carlisle Street, between North Hall Street and Bowen Street.

Maker: Ridley
Second: Rieves
Result: Carried: 7 to 5

For: 7 - Rieves, Carpenter, Lewis, Jung, Schultz,
Peadon, Ridley

Against: 5 - Davis, Shidid, Housewright, Murphy, Tarpley
Absent: 1 - West
Vacancy: 2 - District 3, District 7

Notices: Area: 500 Mailed: 962
Replies: For: 105 Against: 708

Speakers: For: Angela Hunt, 500 N. Akard St., Dallas, TX, 75201
Leland Burk, 5311 Park Ln., Dallas, TX, 75220
Margette Hepfner, 2000 McKinney Ave., Dallas, TX, 75201
For (Did not speak): Brian Carleton, 3203 Carlisle St., Dallas, TX, 75204
Jill Holsinger, 3269 Carlisle St., Dallas, TX, 75204
Guy Jones, 3215 Carlisle St., Dallas, TX, 75204
Jon Beasley, 3215 Carlisle St., Dallas, TX, 75204
Robert Hall, 3203 Carlisle St., Dallas, TX, 75204
Katherine Carr, 3203 Carlisle St., Dallas, TX, 75204
Katie Tunison, 3235 Carlisle St., Dallas, TX, 75204
Alison Eginton, 3215 Carlisle St., Dallas, TX, 75204
Steve Dalbke, 7042 Belteau Ln., Dallas, TX, 75227
John Harper, 2400 Knight St., Dallas, TX, 75219
Kathryn Rucker, 3263 Carlisle St., Dallas, TX, 75204
Gary Starks, 3215 Carlisle St., Dallas, TX, 75204
Humberto Arrieta, 3215 Carlisle St., Dallas, TX, 75204
Against: David Hairston, 3215 Carlisle St., Dallas, TX, 75204
Amanda Popken, 2519 Catherine St., Dallas, TX, 75211
George Battle, 3104 Oak Lawn Ave., Dallas, TX, 75219
Sue Krider, 3401 Lee Parkway, Dallas, TX, 75219
Joseph Miller, 3225 Turtle Creek Blvd., Dallas, TX, 75219
Anthony Page, 3210 Carlisle St., Dallas, TX, 75204
Against (Did not speak): Lance Horton, 3210 Carlisle St., Dallas, TX, 75204

List of Owners

	DCAD Account	Name	Address	Unit
1	00000136222100000	Medrano, Francisco J	3203 Carlisle	A 101
2	00000136222120000	Cocanougher, Danielle	3203 Carlisle	A 102
3	00000136222220000	Soret, Matthew	3203 Carlisle	A 107
4	00000136222240000	Haitz, Daniel	3203 Carlisle	A 108
5	00000136222260000	Nakazawa, Glen Revocable Living Trust	3203 Carlisle	A 109
6	000001362222420000	Moore, Howard S	3203 Carlisle	A 211
7	00000136222280000	Parlow, Richard	3203 Carlisle	B 110
8	00000136222300000	Humphries, John	3203 Carlisle	B 111
9	00000136222320000	Willmeth, Gregg Stewart	3203 Carlisle	B 112
10	00000136222340000	Zazo, Chris	3203 Carlisle	B 114
11	00000136222360000	Bosch, John William	3203 Carlisle	B 115
12	00000136222380000	Weisfeld, Ronald A	3203 Carlisle	B 116
13	00000136222400000	Parlow, Richard	3203 Carlisle	B 210
14	00000136222440000	Cardona, Maria	3203 Carlisle	B 212
15	00000136222460000	Medrano, Francisco J	3203 Carlisle	B 214
16	00000136222480000	Peng, Newlin	3203 Carlisle	B 215
17	00000136222520000	Messina, Mario L	3203 Carlisle	C 117
18	00000136222540000	Beasley, Jon	3203 Carlisle	C 118
19	00000136223120000	Martin, Phil	3203 Carlisle	C 120
20	00000136222660000	Watson, Nina Lora	3203 Carlisle	C 220
21	00000136222720000	Henderson, Christopher	3203 Carlisle	D 123
22	00000136222740000	Messina, Mario L	3203 Carlisle	D 136
23	00000136222760000	Willmeth, Gregg Stewart	3203 Carlisle	D 137
24	00000136222780000	Jolly, Vineet	3203 Carlisle	D 138
25	00000136222800000	Haitz, Timothy	3203 Carlisle	D 139
26	00000136222820000	Barrett, Jacquelyn	3203 Carlisle	D 140
27	00000136222840000	Arrieta, Humberto	3203 Carlisle	D 141
28	00000136222900000	Heard, Jason	3203 Carlisle	D 144
29	00000136222920000	Dalbke, Steve	3203 Carlisle	D 145
30	00000136222940000	Hill, R.C.	3203 Carlisle	D 146
31	00000136222960000	Barnett, Don & Mary Alice	3203 Carlisle	D 221
32	00000136223000000	Hairston, David	3203 Carlisle	D 223
33	00000136223020000	Darilek, Quentin	3203 Carlisle	D 236
34	00000136223080000	Eginton, Alison K Trust	3203 Carlisle	E 124
35	00000136223120000	Martin, Phil	3203 Carlisle	E 126
36	00000136223140000	Campbell, Nelson	3203 Carlisle	E 127
37	00000136223160000	Beasley, Jon	3203 Carlisle	E 226
38	00000136223180000	Cowick, Jeffery & Carmen	3203 Carlisle	E 227
39	00000136223200000	Coleman, Ronald M	3203 Carlisle	F 129
40	00000136223220000	Ferguson, Elaine	3203 Carlisle	F 130
41	00000136223240000	Carr, Katherine A	3203 Carlisle	F 131
42	00000136223260000	Loup, Benjamin	3203 Carlisle	F 229
43	00000136223280000	Brown, Thomas Lee	3203 Carlisle	F 230
44	00000136223300000	Smith Trust	3203 Carlisle	F 231
45	00000136223320000	Brown, Thomas Lee	3203 Carlisle	G 132
46	00000136223380000	Chung, Teresa	3203 Carlisle	G 135

Z178-206

47	00000136223400000	Elatrache, David	3203 Carlisle	G 232
48	00000136223420000	Vanian, Mary Trustee	3203 Carlisle	G 233
49	00000136223440000	Seibert, Camden P	3203 Carlisle	G 234
50	00000136223480000	Rutherford, William & Judie	3203 Carlisle	H 147
51	00000136223500000	Harris, Brent	3203 Carlisle	H 148
52	00000136223520000	Mitelhaus, Chuck	3203 Carlisle	H 149
53	00000136223540000	Driver, Mary A	3203 Carlisle	H 150
54	00000136223560000	Sharp, Kris J & Carol A	3203 Carlisle	H 151
55	00000136223580000	Harper, John	3203 Carlisle	H 152
56	00000136223600000	Roidopoulos, Mark	3203 Carlisle	H 153
57	00000136223620000	Brown, Thomas Lee	3203 Carlisle	H 154
58	00000136223640000	Lee, Thomas J	3203 Carlisle	H 155
59	00000136226600000	Cecil, Preston	3203 Carlisle	I 156
60	00000136223680000	Brown, Thomas & Julie	3203 Carlisle	I 157
61	00000136223700000	Forrester, James Perry	3203 Carlisle	I 158
62	00000163223720000	Rucker, Kathryn	3203 Carlisle	I 159
63	00000136223740000	Tanner & Post	3203 Carlisle	I 256
64	00000136223760000	Smith, William Austin	3203 Carlisle	I 257
65	00000136223780000	Humphries, Dennis	3203 Carlisle	I 258
66	00000136223820000	Equity Trust Co Custodian	3203 Carlisle	J 160
67	00000136223840000	Yechezkel, Hezi	3203 Carlisle	J 161
68	00000136223860000	Pensco Trust	3203 Carlisle	J 162
69	00000136223330000	Sanders, John David	3203 Carlisle	J 163
70	00000136223900000	McCullum, John	3203 Carlisle	J 164
71	00000136223920000	Driver, Mary A	3203 Carlisle	J 165
72	00000136223940000	Bridwell, Craig & Susan	3203 Carlisle	J 166
73	00000136223960000	Hall, Robert	3203 Carlisle	J 167
74	00000136223980000	Troutz, Micah	3203 Carlisle	J 168
75	00000136224000000	Eleuteri, Franco	3203 Carlisle	J 169
76	00000136224020000	Cihal, Mary Beth	3203 Carlisle	J 170
77	00000136224040000	Lewis, Thomas Allen	3203 Carlisle	J 265
78	00000136224060000	Hall, Robert	3203 Carlisle	J 267
79	00000136224100000	Flumerfelt, Joseph	3203 Carlisle	K 172
80	00000136224140000	Binion, Doris	3203 Carlisle	K 174
81	00000136224160000	Avila, Laura M	3203 Carlisle	K 175
82	00000136224200000	Bailey, Scott E	3203 Carlisle	K 177
83	00000136224220000	Carleton, Brian J	3203 Carlisle	K 178
84	00000136224240000	Fankhauser, Mark Trust	3203 Carlisle	K 179
85	00000136224260000	Chenowith, Gary	3203 Carlisle	K 180
86	00000136224280000	Akins, Lindsey R	3203 Carlisle	K 181
87	00000136224300000	Milazzo, David	3203 Carlisle	K 182
88	00000136224320000	Elking, Linda Ann	3203 Carlisle	K 271
89	00000136224340000	McKinney, Michael Scott	3203 Carlisle	K 272
90	00000136224360000	Driver, Mary A	3203 Carlisle	K 273
91	00000136224380000	Arthur, Robert	3203 Carlisle	K 274
92	00000136222140000	Johnson, Randall Lorne	3205 Carlisle	A 103
93	00000136222140000	Clayton, Rodrick	3207 Carlisle	A 104

Z178-206

94	00000163222180000	Stafford, Russell	3209 Carlisle	A 105
95	00000136222200000	Lopez, Linda	3211 Carlisle	A 106
96	00000136222500000	Driver, Mark William	3214 Bowen	B 216
97	00000136222560000	Starks, Gary Dean	3215 Carlisle	C 119
98	00000136222600000	Joslin, Jeffrey E	3215 Carlisle	C 217
99	00000136222620000	Flach, Nathan	3215 Carlisle	C 218
100	00000136222640000	Watson, Nina Lora	3215 Carlisle	C 219
101	00000136222680000	Crowder, Brent Estate	3215 Carlisle	D 121
102	00000136222700000	Arrieta, Humberto	3215 Carlisle	D 122
103	00000136222980000	Arrieta, Humberto	3215 Carlisle	D 222
104	00000136223100000	Jones, Guy Franklin	3215 Carlisle	E 125
105	00000136222860000	Gartman, Duane	3221 Carlisle	D 1420
106	00000136222880000	Tenorio, Guilherme A	3223 Carlisle	D 143
107	00000163223040000	Tunison, Katie	3235 Carlisle	D 237
108	00000136223060000	Flaugh, Christopher C	3235 Carlisle	D 246
109	00000136223340000	Phillips, Andalyn Clary	3239 Carlisle	G 133
110	00000136223360000	Ging, Christine Long	3239 Carlisle	G 134
111	00000136223460000	Yawitz, Michael Ray	3239 Carlisle	G 235
112	00000136223800000	Mackey Patrick & Elisabeth	3263 Carlisle	I 259
113	00000136224080000	Tsankova, Nadejda M	3269 Carlisle	K 171
114	00000136224120000	Holsinger, Jill	3269 Carlisle	K 173
115	00000136224180000	Smith, Kristin	3273 Carlisle	K 176

Z178-206

**Proposed PDS Conditions
Revised 10/1/18**

Division S-____. PD Subdistrict ____.

SEC. S-____.____. LEGISLATIVE HISTORY.

PD Subdistrict ____ was established by Ordinance No. ____, passed by the Dallas City Council on ____.

SEC. S-____.102. PROPERTY LOCATION AND SIZE.

PD Subdistrict ____ is established on property located along the northwest line of Carlisle Street, between Hall Street and Bowen Street. The size of PD Subdistrict ____ is approximately 3.8 acres.

SEC. S-____.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51 and Part I of this article apply to this division. If there is a conflict, this division controls. If there is a conflict between Chapter 51 and Part I of this article, Part I of this article controls.

(b) In this division, SUBDISTRICT means a subdistrict of PD 193.

(c) Unless otherwise stated, all references to articles, divisions, or sections in this division are to articles, divisions, or sections in Chapter 51.

(d) This subdistrict is considered to be a residential zoning district.

SEC. S-____.104. EXHIBIT.

The following exhibit is incorporated into this division:

Exhibit S-____A: development plan.

SEC. S-____.105. DEVELOPMENT PLAN.

(a) For multiple-family uses, development and use of the Property must comply with the development plan (Exhibit S-____A). If there is a conflict between the text of this division and the development plan, the text of this division controls.

(b) For all other permitted uses, no development plan is required, and the provisions of Section 51-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply.

SEC. S-____.106. MAIN USES PERMITTED.

The only main uses permitted are those main uses permitted in the MF-2 Multiple-Family Subdistrict, subject to the same conditions applicable in the MF-2 Multiple-Family Subdistrict, as set out in Part I of this article. For example, a use permitted in the MF-2 Multiple-Family Subdistrict 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 Multiple-Family Subdistrict is subject to DIR in this district, etc.

SEC. S-____.107. ACCESSORY USES.

As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51P-193.108. For more information regarding accessory uses, consult Section 51P-193.108.

SEC. S-____.108. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Part I of this article. If there is a conflict between this section and Part I of this article, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the MF-2 Multiple-Family Subdistrict apply.

(b) Increased Development Standards. When the provisions of Section S-____.114 are met, the modifications to the MF-2 Multiple-Family Subdistrict in this subsection apply.

(1) Front yard.

(A) On Carlisle Street, Hall Street, and Bowen Street, minimum front yard is 15 feet.

Staff's Recommendation:

(B) An additional 15-foot front yard setback along Carlisle Street is required for each portion of a structure over 20 feet in height. An additional 10-foot front yard setback along Hall Street and Bowen Street is required for that portion of a structure over 20 feet in height.

Applicant's Request:

(B) An additional 10-foot front yard setback along Carlisle Street is required for that portion of a structure over 15 feet in height.

(2) Side yard. Minimum side yard is 15 feet.

(3) Allowed encroachments into required yards.

(A) Stoops, steps, handrails, guardrails, planters, retaining walls up to a maximum of six feet in height and patios, transformers and other utility equipment, raised planters, and other decorative landscape features may be located within the required front, side, or rear yards.

Staff's Recommendation:

(4) Density. Maximum number of dwelling units is 230.

Applicant's Request:

(4) Density. Maximum number of dwelling units is 307.

Staff's Recommendation:

(5) Height. Maximum structure height is 60 feet.

Applicant's Request:

(5) Height. Maximum structure height is 70 feet.

(6) Lot coverage. Maximum lot coverage is 70 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.

Staff's Recommendation:

(8) Stories. Maximum number of stories above grade is five. Levels of parking structures are not considered against the maximum number of stories.

Applicant's Request:

(8) Stories. Maximum number of stories above grade is six Levels of parking structures are not considered against the maximum number of stories.

SEC. S-____.109. OFF-STREET PARKING AND LOADING.

Consult Part I of this article for the specific off-street parking and loading requirements for each use.

SEC. S-____.110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. S-____.111. LANDSCAPING.

(a) In general. Except as provided in this section, landscaping and screening must be provided in accordance with Part I of this article.

(b) Parking structure landscape buffer. A plaza must be located within the required landscape buffer for a parking structure along Carlisle Street. The length of the plaza along the frontage is subtracted from the calculation of required plantings within the buffer. The plaza must meet the following requirements.

(1) The plaza must not exceed 150 feet in length along the street frontage.

(2) The plaza must be publicly accessible.

(3) The plaza must contain hardscape and seating areas and may include accessory structures, including, but not limited to, art, bicycle parking, flag poles, and landscape walls no taller than 36 inches. Plaza improvements and accessory structures need not be shown on the development plan.

(c) Plant materials. Plant materials must be maintained in a healthy, growing condition.

SEC. S-____.112. SIGNS.

Signs must comply with the provisions for non-business zoning districts in Article VII.

SEC. S-____.113. URBAN DESIGN REQUIREMENTS FOR A MULTIPLE-FAMILY PROJECT.

(a) Urban design requirements.

(1) Sidewalks.

(A) Sidewalks must be designed to be at the same grade as the existing sidewalk where it crosses all driveways and curb cuts. Compliance with this paragraph is not required if the director finds the elevation of a sidewalk will create a pedestrian or traffic hazard.

(B) Sidewalk crossings must be constructed of a material that differs in texture and color from that of vehicular ingress and egress driveways.

(C) Minimum sidewalk width is six feet and must be located a minimum of five feet from the back of the projected street curb.

(2) Pedestrian amenities.

(A) A minimum of one bicycle parking space must be provided for each street-level accessible unit provided. In addition, a minimum of one bicycle parking space must be provided for every 25 automobile parking spaces required. Bicycle parking can be combined in a central facility and location. A minimum of ten bicycle parking spaces must be located exterior to the main building on Carlisle Street, north of the garage entry, and available to guests or visitors. A bicycle parking space may be located within a required setback, but not within a visibility triangle.

(B) Generators, above-grade utility boxes, and similar mechanical equipment must be located so as not to be visible from the right-of-way or must be screened with landscaping that is a minimum three-feet-tall at the time of planting.

(C) Pedestrian scale lighting must be provided at a minimum of one light standard for every 75 feet or at a minimum of 0.5-foot candles between light standards, whichever is less.

(3) Building design.

(A) Entrances.

(i) A minimum of 14 street-level, street-facing dwelling units on Carlisle Street must have individual entries that face the street and have direct access to Carlisle Street from an improved path connecting to the sidewalk.

(ii) Street-level, Carlisle Street-facing dwelling units must have individual entries, shared stoops, or porches that are elevated between a minimum of six inches above the finished sidewalk grade.

(iii) Private yards may be fenced in the required front yard if the fencing is no more than 42 inches high at its highest point and no fence panel is less than 60 percent open. Fence heights are measured from the top of the fence to the level of the ground on the inside of the fence.

(iv) Along Hall Street, a minimum of 30 percent of the dwelling units at street-level facing Hall Street must provide an entrance with a stoop that connects to an improved path to the sidewalk.

Staff's Recommendation:

None.

Applicant's Request:

(v) A minimum of one building entrance is required along each street frontage and must directly connect to a lobby within the building.

(vi) The leasing office must have an elevator entry within the building.

(vii) A minimum of 10 dwelling units are required to be facing the Katy Trail, must have individual entries that face the Katy Trail, and must have direct access to the Katy Trail from an improved path. These units are limited in height to 15 feet.

(B) Architectural elements.

(i) The street-level, street-facing facade must have a minimum of 20 percent and a maximum 90 percent transparency.

(ii) Each building corner at a street intersection and street-facing public entrance must be architecturally prominent by use of building elements, including but not limited to the following: canopies, awnings, change in building material or texture, variation in building massing, increase in transparency, and variation of fenestration.

(iii) A minimum building separation of 75 feet is required between the facades of multiple family buildings.

(iv) For every 50 feet along Carlisle Street, at least four stories of the street-facing facade must provide a change of at least 5 feet in the horizontal plane. Balconies may serve to satisfy the change of the horizontal plane.

(v) A minimum of two colors are required on building materials of the each street-facing facade, exclusive of trim and accent colors.

(C) Service.

(i) The service side of the building must be located away from street-facing facades.

(ii) In addition to the requirements of Section 51P-193.130, the maximum width of a garbage storage area is 30 feet. Garbage storage areas and loading spaces must be screened with a solid gate or door that obscures visibility from the sidewalk when not in use.

(iii) Garbage storage areas and loading spaces must be located within a building.

(4) Parking.

(A) Surface Parking. A maximum of eight off-street parking spaces are allowed as surface parking.

(B) Aboveground parking structures.

(i) In addition to the requirements of Section 51P-193.127(a), aboveground parking structures must provide a minimum 30 inches of solid screening on each level, measured from each floor level within the parking structure, to screen vehicles and vehicle headlights.

(ii) Openings in aboveground parking structure facades must be screened from the street and Katy Trail except for openings for vehicular access. Screening may include architectural grill work or other materials that provide ventilation. Screening must shield ceiling lights within the parking structure from the street, measured from a point five feet above grade at the property line.

(iii) Except for openings for vehicular access, aboveground parking structures on street frontages must have a use other than parking or must have a façade similar in appearance to the façade of the building.

SEC. S-____.114. MIXED-INCOME HOUSING.

(a) Applicability. For a project to qualify for the modifications to the MF-2 Multiple-Family Subdistrict yard, lot, and space regulations described in Section S-____.108, it must comply with all requirements in this section.

(1) Available to households earning 80 percent or less of the median family income for the Dallas area; or

(2) Available to holders of housing vouchers, including vouchers directly or indirectly funded by the federal government.

Staff's Recommendation:

(b) <u>Mixed-income housing.</u> A minimum of 10 percent of the total dwelling units must be either:
--

Applicant's Request:

(b) <u>Mixed-income housing.</u> A minimum of five percent of the total dwelling units must be either:
--

(1) Available to households earning 80 percent or less of the median family income for the Dallas area; or

(2) Available to holders of housing vouchers, including vouchers directly or indirectly funded by the federal government.

(c) Definitions. In this section:

(1) **AFFIRMATIVE FAIR HOUSING MARKETING** means a marketing strategy designed to attract renters of all majority and minority groups, regardless of race, color, national origin, religion, sex, age, disability, or other protected class under Title VIII of the Civil Rights Act of 1964 and all related regulations, executive orders, and directives.

Staff's Recommendation:

(2) AFFORDABLE UNITS means 10 percent of the rental units within a development that are available to be occupied by either (i) eligible households or (ii) voucher holders during the rental affordability period. Affordable units rented to eligible households shall be subject to the Monthly Maximum Rents per unit type listed for families at 80% of Adjusted Median Family Income in the Intown Housing Program Income and Rent Limits for Affordable Housing Unit Tenants published annually by the City of Dallas.

Applicant's Request:

(2) AFFORDABLE UNITS means five percent of the rental units within a development that are available to be occupied by either (i) eligible households or (ii) voucher holders during the rental affordability period. Affordable units rented to eligible households shall be subject to the Monthly Maximum Rents per unit type listed for families at 80% of Adjusted Median Family Income in the Intown Housing Program Income and Rent Limits for Affordable Housing Unit Tenants published annually by the City of Dallas.

(3) AREA MEDIAN INCOME means the median income for the Dallas area Standard Metropolitan Statistical Area, adjusted for household size, as determined annually by the Department of Housing and Urban Development.

(4) DEVELOPER means the owner or operator of the Property during the rental affordability period.

(5) DIRECTOR means the director of the Office of Fair Housing or the director's representative.

(6) EFFICIENCY UNIT means a dwelling unit with no separate bedroom.

(7) ELIGIBLE HOUSEHOLDS means households earning up to 80 percent of area median income.

(8) RENTAL AFFORDABILITY PERIOD means the period of time that the affordable units are available to be leased to and occupied by eligible households or voucher holders.

(9) VOUCHER HOLDER means a holder of a housing voucher, including vouchers directly or indirectly funded by the federal government.

(d) Qualification requirements.

(1) Affordable units must be dispersed throughout the residential floor area of each building, but may not be fixed to specific dwelling units and must float within each dwelling unit type.

(2) Affordable units must be of identical finish-out and materials as the market rate dwelling units and must be made available to eligible households or voucher holders on identical lease terms, except rent amount, as are available to market rate dwelling unit tenants.

(3) Except as provided in Subsection (g), affordable units must be dispersed substantially pro-rata among the affordable unit types so that not all the affordable units are efficiency or one-bedroom units. For example, if 5 percent of the multiple-family dwelling units are affordable units, 5 percent of the efficiency units, 5 percent of the one-bedroom units, 5 percent of the two-bedroom units, 5 percent of the three-bedroom units (and so on, if applicable) must be affordable units. A maximum of three specialty units such as club suites and penthouse suites are not required to be part of the dispersal of affordable units by type; however, the overall 5 percent requirement is calculated based on the total number of all units.

(4) Affordable units must be marketed in accordance with an affirmative fair housing marketing plan provided by the developer in coordination with the Office of Fair Housing.

(5) A household's status as an eligible household must be established no more than 30 days before the household's execution of a lease for an affordable unit and each lease must not exceed one year. All eligible tenants must recertify their household income for each subsequent lease renewal.

(6) The rent charged for affordable units must include all expenses that are mandatory for all tenants, but may not include optional reserved parking expenses, or other optional expenses approved by the director.

(7) Eligible households or voucher holders occupying affordable units may not be restricted from common areas and amenities, unless the restrictions apply to all dwelling unit occupants.

(8) The rental affordability period is 25 years beginning on the date the first affordable unit is leased to an eligible household or voucher holder. The modifications to the MF-2 Multiple-Family Subdistrict yard, lot, and space regulations survives expiration of the rental affordability period.

(9) The affordable units must not be segregated or concentrated in any one floor or area of any buildings, but must be dispersed throughout all residential buildings.

(10) Developer must execute deed restrictions, prior to approval of the certificate of occupancy, in a form acceptable to the city, in the city's sole discretion, and record the executed deed restrictions in the Deed Records of Dallas County, Texas to ensure that the Property will comply with all conditions.

(11) Developer shall not discriminate against holders of any housing vouchers, including vouchers directly or indirectly funded by the federal government, in accordance with Section 20A-4.1 of the Dallas City Code.

(f) Request process.

(1) Building permit. An incentive zoning affordable housing plan must be submitted with an application for a building permit and must include:

(A) The date, names, addresses, and telephone numbers of the developer and the person preparing the incentive zoning affordable housing plan, if different;

(B) Lot and block descriptions, zoning classification, and census tracts of the lots for which the parking reduction is requested;

(C) The percentage of total dwelling units that will be affordable units and the actual number of dwelling units that will be affordable units; and

(D) The total number of one bedroom dwelling units, two bedroom dwelling units, etc. being proposed.

(2) Affirmative fair housing marketing plan.

(A) The affirmative fair housing marketing plan must be in writing and must be submitted to, and receive written approval from, the director at least three months prior to the start of pre-leasing.

(B) The affirmative fair housing marketing plan must describe the advertising, outreach, community contacts, and other marketing activities that informs potential renters of the existence of the affordable units.

(C) The director must approve or deny the affirmative fair housing marketing plan within 60 days after a complete plan is submitted.

(i) Approval. The director shall approve the affirmative fair housing marketing plan if it complies with the requirements of this section and meets the purpose of the marketing requirements.

(ii) Denial. The director shall deny the affirmative fair housing marketing plan if it does not comply with the requirements of this section or does not meet the purpose of the marketing requirements. If the director denies the affirmative fair housing marketing plan, he or she shall state in writing the specific reasons for denial. If denied, a new affirmative fair housing marketing plan may be submitted.

(3) Certificate of occupancy. Before the issuance of a certificate of occupancy, the developer must submit to the building official an incentive zoning affordable housing plan that must include:

(A) The approved affirmative fair housing marketing plan.

(B) A statement that all signatories agree to defend, indemnify, and hold harmless the City of Dallas from and against all claims or liabilities arising out of or in connection with a multiple family structure that exceeds 36 feet in height.

(C) A statement and acknowledgement from the developer that the qualifications in Subsection (d) will be continuously met.

(D) The signature of the director verifying that the developer has informed the Office of Fair Housing that the developer intends to apply for a certificate of occupancy.

(g) Annual report.

(1) An annual report must be submitted to the director in writing and must include the following:

(A) a rent roll;

(B) a list of dwelling units deemed affordable units;

(C) a list of the affordable units currently offered for lease;

(D) the income and household size for each eligible household or voucher holder;

(E) a signed statement by the developer acknowledging compliance with Subsection (d); and

(F) any other reasonable and pertinent information the director deems necessary to demonstrate compliance with Subsection (d).

(2) The first annual report must be submitted to the director on the one year anniversary of the beginning of the affordability period. After the first annual report, the developer shall submit annual reports on subsequent anniversary dates.

(3) The final annual report must be signed by the director verifying that the rental affordability period has ended and must be filed with the building official.

(h) Consent to substitute.

(1) Notwithstanding the pro-rata distribution requirements in this section, if the developer cannot locate eligible households or voucher holders to lease two-bedroom or larger dwelling units, and if the director is satisfied that the developer has made best efforts to lease the two-bedroom or larger dwelling units, if applicable, including full compliance with the affirmative fair housing marketing plan, with written consent from the director, developer may from time to time substitute on a two-for-one basis additional one bedroom dwelling units and/or on a three-to-one basis additional efficiency units to meet the pro rata distribution requirements described in this subsection.

(2) Before granting written consent, the director shall review and approve an amended affirmative fair housing marketing plan detailing how the developer will target marketing to larger households who could qualify to lease the two-bedroom dwelling units (and larger dwelling units, if applicable). The director's written consent shall include a time period during which the agreed-upon substitutions satisfy the pro rata distribution requirements.

(i) Audit and income verification.

(1) The annual report may be audited by the director to verify the information provided in the annual report.

(2) The director may also randomly, regularly, and periodically select a sample of tenants occupying affordable units for the purpose of income verification. Any information received pursuant to this subsection remains confidential and may only be used for the purpose of verifying income to determine eligibility for occupation of the affordable units. All prospective tenants of an affordable unit must agree to provide or to allow the director to obtain sufficient information to enable income verification as contemplated in this section as a condition to leasing the unit.

SEC. S-____.114. 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.

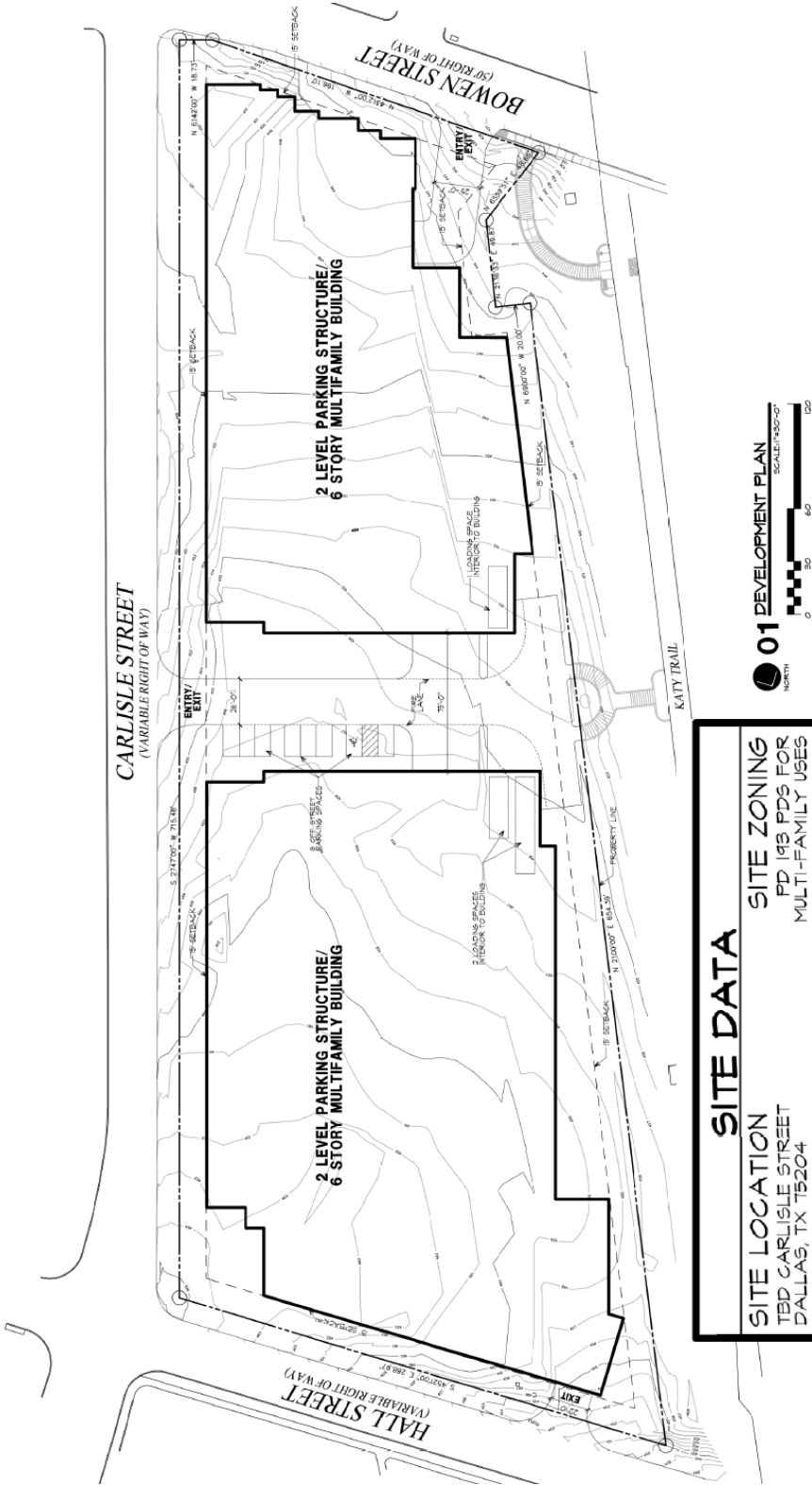
(c) Development and use of the Property must comply with Part I of this article.

SEC. S-____.115. 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, 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.

**Proposed Development Plan
Submitted 10/1/18**

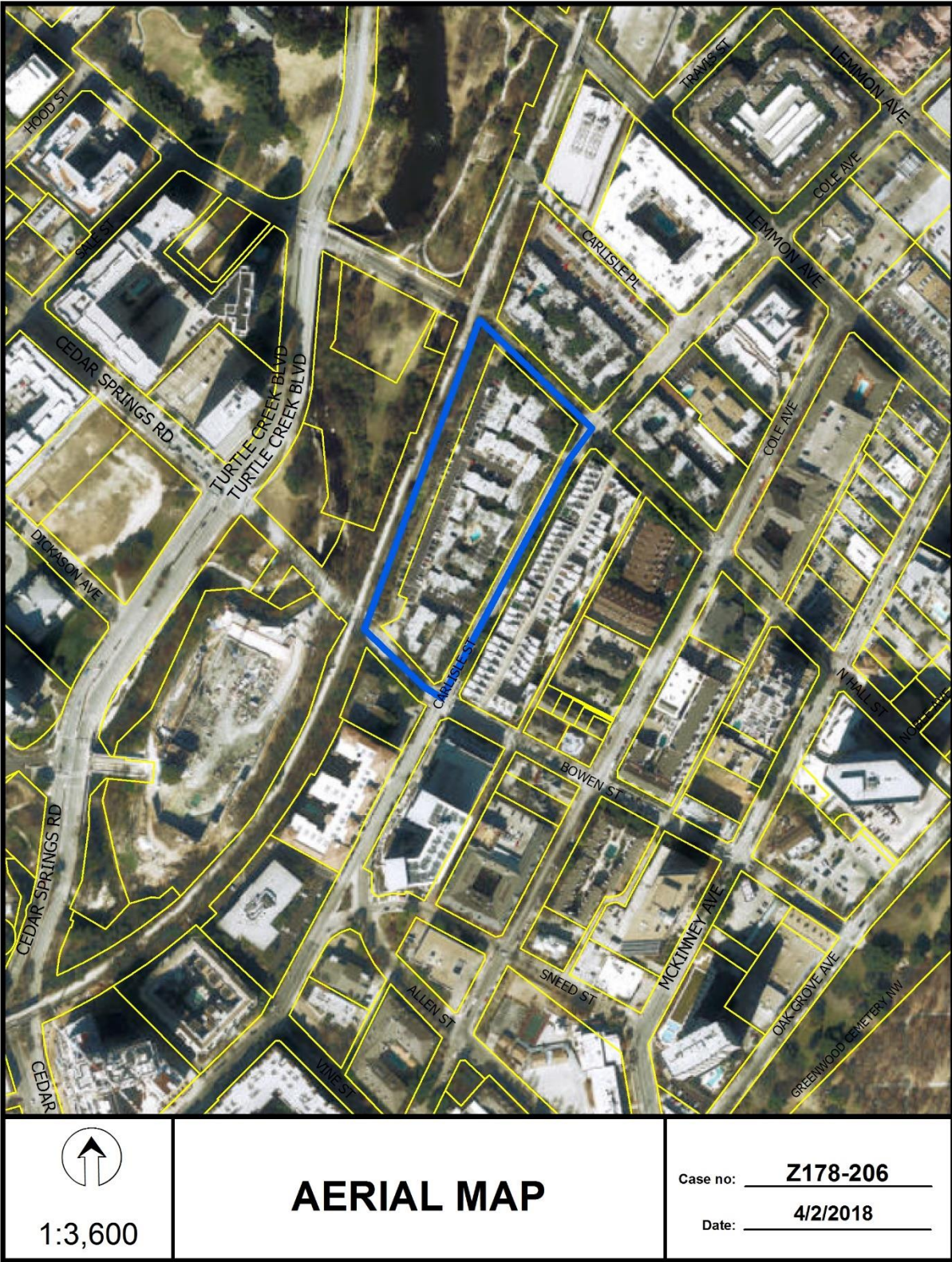


SITE DATA	
SITE LOCATION TED CARLISLE STREET DALLAS, TX 75204	SITE ZONING PD 143 PDS FOR MULTI-FAMILY USES
SITE DENSITY SITE AREA TOTAL UNITS PROPOSED DENSITY PROPOSED USE	3.8029 ACRES / 165,654 S.F. GROSS 301 UNITS 80.79 UNITS/ACRE MULTI-FAMILY RESIDENTIAL
LOT COVERAGE SITE AREA LOT COVERAGE	3.8029 ACRES / 165,654 S.F. MAXIMUM 70%
BUILDING HEIGHT	MAXIMUM 6 STORIES MAXIMUM TO-O" ABOVE A.G.P.
BUILDING SQUARE FOOTAGE GARAGE SQUARE FOOTAGE	401,486 SQ. FT. 197,751 SQ. FT.



Case no: **Z178-206**

Date: 4/2/2018



CPC RESPONSES



<u>962</u>	Property Owners Notified (39 parcels)
<u>105</u>	Replies in Favor (1 parcels)
<u>708</u>	Replies in Opposition (5 parcels)
<u>500'</u>	Area of Notification
<u>11/15/2018</u>	Date

Z178-206
CPC



1:3,600

11/14/2018

Reply List of Property Owners***Z178-206******962 Property Owners Notified******105 Property Owners in Favor******708 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	3203 CARLISLE ST	MEDRANO FRANCISCO J
O	2	3203 CARLISLE ST	COCANOUGHEN DANIELLE
O	3	3205 CARLISLE ST	JOHNSON RANDALL LORNE
O	4	3207 CARLISLE ST	CLAYTON RODRICK
O	5	3209 CARLISLE ST	STAFFORD RUSSELL
O	6	3211 CARLISLE ST	LOPEZ LINDA
O	8	3203 CARLISLE ST	HAITZ DANIEL
O	9	3203 CARLISLE ST	NAKAZAWA GLEN REVOCABLE LIVING TR
O	10	3203 CARLISLE ST	PARLOW RICHARD &
O	11	3203 CARLISLE ST	HUMPHRIES JOHN
O	12	3203 CARLISLE ST	WILLMETH GREGG STUART
O	14	3203 CARLISLE ST	BOSCH JOHN WILLIAM
O	15	3203 CARLISLE ST	WEISFELD RONALD A
O	16	3203 CARLISLE ST	PARLOW RICHARD
O	17	3203 CARLISLE ST	MOORE HOWARD S
O	18	3203 CARLISLE ST	CARDONA MARIA &
O	19	3203 CARLISLE ST	MEDRANO FRANCISCO J
O	20	3203 CARLISLE ST	PENG NEWLIN
O	21	3214 BOWEN ST	DRIVER MARK WILLIAM
O	22	3203 CARLISLE ST	MESSINA MARIO L
O	23	3203 CARLISLE ST	BEASLEY JON
O	24	3215 CARLISLE ST	STARKS GARY DEAN
O	25	3215 CARLISLE ST	JOSLIN JEFFERY E
O	26	3215 CARLISLE ST	FLACH NATHAN W
O	27	3215 CARLISLE ST	WATSON NINA LORA
O	28	3203 CARLISLE ST	WATSON NINA LORA

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	29	3215 CARLISLE ST	CROWDER BRENT E
O	30	3215 CARLISLE ST	ARRIETA HUMBERTO
O	32	3203 CARLISLE ST	JOLLY VINEET
O	33	3203 CARLISLE ST	HAITZ TIMOTHY L
O	34	3203 CARLISLE ST	BARRETT JACQUELYN L
O	35	3203 CARLISLE ST	ARRIETA N HUMBERTO C
O	37	3223 CARLISLE ST	TENORIO GUILHERME A
O	38	3203 CARLISLE ST	HEARD JASON
O	39	3203 CARLISLE ST	DALBKE STEVE A
O	40	3203 CARLISLE ST	HILL R C
O	41	3203 CARLISLE ST	BARNETT DON & MARY ALICE
O	42	3215 CARLISLE ST	ARRIETA N HUMBERTO
O	44	3203 CARLISLE ST	DARILEK QUENTIN
O	45	3235 CARLISLE ST	TUNISON KATIE
O	48	3215 CARLISLE ST	JONES GUY FRANKLIN
O	49	3203 CARLISLE ST	CAMPBELL NELSON C
O	50	3203 CARLISLE ST	COWICK JEFFERY D & CARMEN
O	51	3203 CARLISLE ST	COLEMAN RONALD M
O	53	3203 CARLISLE ST	CARR KATHERINE A
O	54	3203 CARLISLE ST	LOUP BENJAMIN
O	55	3203 CARLISLE ST	BROWN THOMAS LEE
O	56	3203 CARLISLE ST	SMITH TRUST
O	57	3203 CARLISLE ST	BROWN THOMAS LEE &
O	58	3239 CARLISLE ST	PHILLIPS ANDALYN CLARY &
O	59	3239 CARLISLE ST	GING CHRISTINE LONG
O	60	3203 CARLISLE ST	CHUNG TERESA
O	61	3203 CARLISLE ST	ELATTRACHE DAVID &
O	62	3203 CARLISLE ST	VANIAN MARY TRUSTEE
O	63	3203 CARLISLE ST	SEIBERT CAMDEN P
O	64	3239 CARLISLE ST	YAWITZ MICHAEL RAY
O	66	3203 CARLISLE ST	HARRIS BRENT

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	67	3203 CARLISLE ST	MITELHAUS CHUCK
O	68	3203 CARLISLE ST	DRIVER MARY A
O	69	3203 CARLISLE ST	SHARP KRIS J & CAROL A
O	70	3203 CARLISLE ST	HARPER JOHN R JR
O	71	3203 CARLISLE ST	ROIDOPOULOS MARK E
O	72	3203 CARLISLE ST	LEE THOMAS J
O	74	3203 CARLISLE ST	BROWN THOMAS & JULIE
O	75	3203 CARLISLE ST	FORRESTER JAMES PERRY
O	76	3203 CARLISLE ST	RUCKER KATHRYN L
O	77	3203 CARLISLE ST	TANNER & POST I LP
O	78	3203 CARLISLE ST	SMITH WILLIAM AUSTIN
O	79	3203 CARLISLE ST	HUMPHRIES DENNIS R TR
O	81	3203 CARLISLE ST	EQUITY TRUST CO CUSTODIAN
O	82	3203 CARLISLE ST	YECHZKELL HEZI
O	84	3203 CARLISLE ST	MCCOLLUM JOHN B
O	85	3203 CARLISLE ST	BRIDWELL CRAIG & SUSAN K
O	86	3203 CARLISLE ST	HALL ROBERT S
O	87	3203 CARLISLE ST	TROUTZ MICAH
O	88	3203 CARLISLE ST	ELEUTERI FRANCO
O	89	3203 CARLISLE ST	CIHAL MARY BETH
O	90	3203 CARLISLE ST	LEWIS THOMAS ALLEN
O	91	3269 CARLISLE ST	TSANKOVA NADEJDA M
O	93	3269 CARLISLE ST	HOLSINGER JILL
O	94	3203 CARLISLE ST	BINION DORIS
O	95	3203 CARLISLE ST	AVILA LAURA M
O	96	3273 CARLISLE ST	SMITH KRISTIN &
O	97	3203 CARLISLE ST	BAILEY SCOTT E
O	98	3203 CARLISLE ST	CARLETON BRIAN J
O	100	3203 CARLISLE ST	CHENOWITH GARY
O	103	3203 CARLISLE ST	ELKING LINDA ANN
O	104	3203 CARLISLE ST	MCKINNEY MICHAEL SCOTT

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	105	3203 CARLISLE ST	ARTHUR ROBERT TR &
	106	2929 CARLISLE ST	KLP NEWVILLE LP
	107	3111 COLE AVE	ANDERSON MICHAEL J
	108	3107 COLE AVE	BOUCHER DANIEL D
	109	3109 CARLISLE ST	3109 CARLISLE LP
	110	3112 BOWEN ST	PROPERTY DEVELOPMENT LLC
	111	3205 COLE AVE	PROPERTY DEVELOPMENT LLC
	112	3104 N HALL ST	KENSINGTON CARLISLE LLC
	113	3131 TURTLE CREEK BLVD	3131 CARDINAL TC INVESTMENTS LP
	114	3015 CEDAR SPRINGS RD	3015 CEDAR SPRINGS LP
	115	3100 CARLISLE ST	HART TAYLOR LLC
	116	3015 COLE AVE	POST APARTMENT HOMES LP
	117	3003 CARLISLE ST	ALAMO MANHATTAN JOINT VENTURE LLC
	118	3207 COLE AVE	WARNICK HAROLD B
	119	3207 COLE AVE	STANIS GRANT &
X	120	3207 COLE AVE	HANSEN SARAH M LIFE ESTATE
	121	3207 COLE AVE	PAYNE NORRIS SHELDON & MARGARET L
	122	3207 COLE AVE	LOUKAIDES ALEXANDER
	123	3402 COLE AVE	POST APARTMENT HOMES LP
	124	3223 LEMMON AVE	POST KATY TRAIL LLC
	125	9 LEMMON AVE	TEXAS UTILITY ELECTRIC CO
	126	3400 CARLISLE ST	3400 CARLISLE LL LLC
	127	3000 TURTLE CREEK PLAZA	TURTLE CREEK CAMPUS LP
	128	3208 COLE AVE	DILLING CAITLIN C
	129	3208 COLE AVE	PINKER MARC
	130	3208 COLE AVE	JAMES KIM
	131	3208 COLE AVE	CUMMINS CURTIS A
	132	3208 COLE AVE	PLESNARSKI WILLIAM
	133	3208 COLE AVE	SEMMA JOSEPH JR
	134	3208 COLE AVE	EVANGELISTA LUCAS
	135	3208 COLE AVE	PAK CHRISTOPHER

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	136	3208 COLE AVE	DYNAN THOMAS & CAROLINE M
	137	3208 COLE AVE	LIU TONG
	138	3208 COLE AVE	CAHILL HEATHER
	139	3208 COLE AVE	ARNOLD NANCY G
	140	3208 COLE AVE	HANNA MARY C
	141	3208 COLE AVE	WIDENER MICHAEL LEE & INNA
	142	3208 COLE AVE	DUELKS BRADFORD B
	143	3208 COLE AVE	GONZALEZ RAY L
	144	3208 COLE AVE	SAKHAI MARYAM
	145	3208 COLE AVE	PATEL CHIRAG
	146	3208 COLE AVE	VARGHESE THOMAS
	147	3208 COLE AVE	SMIECIUSZEWSKI KUBA & MONIKA
	148	3208 COLE AVE	KOJDER JESSICA
	149	3208 COLE AVE	MITTEN JENNIFER
	150	3208 COLE AVE	THAKRAR ANISH
	151	3208 COLE AVE	HAYES JILL BETH
	152	3208 COLE AVE	PAPE AUTUMN R
	153	3208 COLE AVE	DEMIRKOL HANDE
	154	3208 COLE AVE	LIU JINGCHAO
	155	3208 COLE AVE	KRACKE KIM B
	156	3208 COLE AVE	MINGLE DANIEL
	157	3208 COLE AVE	BILLINGSLEY LAUREN ANNIE
	158	3208 COLE AVE	KNOTT LAURA G
	159	3208 COLE AVE	CURRA CHRISTOPHER J
	160	3208 COLE AVE	DURBIN LUCY
	161	3208 COLE AVE	HOUCK TROY
	162	3208 COLE AVE	WOODS JOSEPH D
	163	3208 COLE AVE	NEUNERT CINDY E
	164	3208 COLE AVE	PIERCE ROGER A
	165	3208 COLE AVE	HARE JAMIE
	166	3208 COLE AVE	LATHAM KATHLEEN

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	167	3208 COLE AVE	HERNANDEZCARDENAS ANA V
	168	3208 COLE AVE	EGGEBRECHT DARREN W
	169	3208 COLE AVE	CALEGARI MAUD B
	170	3208 COLE AVE	PFITZINGER BRIAN S
	171	3208 COLE AVE	CHARUWORN NART
	172	3208 COLE AVE	DYER DEBRA C &
	173	3208 COLE AVE	HARLOW CHARLES J
	174	3208 COLE AVE	DAVIS JENNIFER
	175	3208 COLE AVE	MARSHALL KELLY S
	176	3208 COLE AVE	GREEN MARY POLK
	177	3208 COLE AVE	WOODALL KATHERINE ANN
	178	3208 COLE AVE	LOMERS ERIN
	179	3208 COLE AVE	HURTADO REVOCABLE TRUST
	180	3321 COLE AVE	REINMILLER AARON
	181	3321 COLE AVE	THEILEN VERNON L
	182	3321 COLE AVE	BERRY DENISE L
	183	3321 COLE AVE	MONTOYA REBECCA L
	184	3321 COLE AVE	JANIAN JENNIFER R
	185	3321 COLE AVE	MAPES ROBERT
	186	3321 COLE AVE	CANADY RICKY
	187	3321 COLE AVE	OSTREWICH MARIS STELLA
	188	3321 COLE AVE	THEILEN VERNON LEE
	189	3321 COLE AVE	STINES MICHAEL & LYNN R
	190	3321 COLE AVE	NUSSBAUM STEVEN H
	191	3321 COLE AVE	KRONENBERG BRENDA
	192	3321 COLE AVE	THOMAS JUSTIN &
	193	3321 COLE AVE	HARMSWORTH CLAIRE V
	195	3321 COLE AVE	BULL KRISTIN &
	196	3321 COLE AVE	SMILEY ROBERT P
	197	3321 COLE AVE	LOUDIS PETER
	198	3321 COLE AVE	NAZERIAN MILAD

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	199	3230 COLE AVE	BHAMIDIPATI PRABHAKAR
X	200	3230 COLE AVE	GARLICK RYAN M
X	201	3230 COLE AVE	WOODWARD LOIS N
X	202	3230 COLE AVE	WEBER KARIN
X	203	3230 COLE AVE	WILLIAMS STEVE F &
X	205	3230 COLE AVE	WANG NING &
X	206	3230 COLE AVE	WILLIAMS CURTIS A
X	207	3230 COLE AVE	ARMSTRONG ADAM
X	208	3230 COLE AVE	COSTA FRANCESCO
X	209	3230 COLE AVE	KLUGE DENNIS L &
X	210	3230 COLE AVE	POSGATE LOUIS &
X	211	3230 COLE AVE	PETERSON DAVID J &
X	212	3230 COLE AVE	HESS DOUGLAS ALLEN
X	213	3230 COLE AVE	RIVERA FRANK
	214	3215 COLE AVE	L1 PROPERTIES LLC
	215	3215 COLE AVE	HARRISON SUZANNE & JAMES M
	216	3209 COLE AVE	LOPEZ ROLAND V
	217	3209 COLE AVE	GONZALEZ DEVIN
	220	3215 COLE AVE	MCBEE DAVID H
	221	3209 COLE AVE	BRIDGE TOWER DALLAS ONE LLC
	222	3215 COLE AVE	CONERLY BRITNEY M
	223	3209 COLE AVE	MALDONADO MARTINA
	224	3209 COLE AVE	LOGSDON JAMES J JR & LAURA S
	225	3215 COLE AVE	VIOLI MICHAEL &
	226	3209 COLE AVE	MORROW SAMUEL S
	227	3215 COLE AVE	BRAY STEVEN A
X	228	3225 TURTLE CREEK BLVD	SCOTT EDWARD MANAGEMENT TRUST THE
X	229	3225 TURTLE CREEK BLVD	FOSTER HENSTON TRUST THE
X	230	3225 TURTLE CREEK BLVD	T F W MANAGEMENT INC
X	231	3225 TURTLE CREEK BLVD	COONER REBECCA
X	232	3225 TURTLE CREEK BLVD	COUCH ZACHARY

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	233	3225 TURTLE CREEK BLVD	KIRKPATRICK EMILY A
X	234	3225 TURTLE CREEK BLVD	GARCIA ADRIAN
X	235	3225 TURTLE CREEK BLVD	JACOBOWSKI THOMAS J &
X	236	3225 TURTLE CREEK BLVD	FAIR LAURA
X	237	3225 TURTLE CREEK BLVD	BATLLE FRANCISCO J
X	238	3225 TURTLE CREEK BLVD	DELGADO GLORIA TATIS &
X	239	3225 TURTLE CREEK BLVD	GILBERT FRANCES M
X	241	3225 TURTLE CREEK BLVD	CSN FAMILY LP
X	242	3225 TURTLE CREEK BLVD	MOORE RANDALL & DEBORAH
X	243	3225 TURTLE CREEK BLVD	RUBRIGHT CRAIG WAYNE
X	244	3225 TURTLE CREEK BLVD	ASCERTAINABLE ASSETS LLC
X	245	3225 TURTLE CREEK BLVD	ABTAHI ALLEN
X	246	3225 TURTLE CREEK BLVD	GRUBBS GARY A & DONNA L
X	247	3225 TURTLE CREEK BLVD	PAGANINI MARC
X	248	3225 TURTLE CREEK BLVD	KHONSARI AMIR EFTEKHARI
X	249	3225 TURTLE CREEK BLVD	GARCIA LEE
X	250	3225 TURTLE CREEK BLVD	LIESNER DARLENE
X	251	3225 TURTLE CREEK BLVD	BLAKESLEY DAVID WAYNE &
X	252	3225 TURTLE CREEK BLVD	GRAF CAROL
X	253	3225 TURTLE CREEK BLVD	CALDWELL ROGER & KIMBERLY S
X	254	3225 TURTLE CREEK BLVD	NGUYEN HAIYEN T &
X	255	3225 TURTLE CREEK BLVD	SANTIAGO SAMUEL
X	256	3225 TURTLE CREEK BLVD	MCCANCE MELISSA
X	257	3225 TURTLE CREEK BLVD	CHIEN NANCY K
X	258	3225 TURTLE CREEK BLVD	KSNM REALTY LLC
X	259	3225 TURTLE CREEK BLVD	BRISCOE SHEILA A
X	260	3225 TURTLE CREEK BLVD	ADAMS ARMELIA A
X	261	3225 TURTLE CREEK BLVD	GERVAIS TINA
X	262	3225 TURTLE CREEK BLVD	MCCALLISTER RONALD D &
X	263	3225 TURTLE CREEK BLVD	WALKER ARTHUR L &
X	264	3225 TURTLE CREEK BLVD	STJ ASSOCIATES LLC

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	265	3225 TURTLE CREEK BLVD	MALLON SCOTT E
X	266	3225 TURTLE CREEK BLVD	STEFKA IRIS
X	267	3225 TURTLE CREEK BLVD	DREYER WILLIAM E &
X	268	3225 TURTLE CREEK BLVD	FETZER MARC
X	269	3225 TURTLE CREEK BLVD	JAMES GEORGE C &
X	270	3225 TURTLE CREEK BLVD	HIGHTOWER MALLORY ANNE
X	271	3225 TURTLE CREEK BLVD	FELD MARK B
X	272	3225 TURTLE CREEK BLVD	LUTTRELL TRACY L
X	273	3225 TURTLE CREEK BLVD	OWSTON FAMILY TRUST
X	274	3225 TURTLE CREEK BLVD	MUELLER RYAN
X	275	3225 TURTLE CREEK BLVD	CASADELEON SYLVIA K
X	276	3225 TURTLE CREEK BLVD	FERNANDEZ DE LEON IRMA MAY
X	277	3225 TURTLE CREEK BLVD	IESEANU DOINA
X	278	3225 TURTLE CREEK BLVD	ANDERSON ALLAN L & KAY K
X	279	3225 TURTLE CREEK BLVD	LOEBER JESSICA
X	280	3225 TURTLE CREEK BLVD	NAYLOR RACHEL MARIE
X	281	3225 TURTLE CREEK BLVD	KESTER RONALD C
X	282	3225 TURTLE CREEK BLVD	GANTI GIRIJA &
X	283	3225 TURTLE CREEK BLVD	SCHENCK ANDY W
X	284	3225 TURTLE CREEK BLVD	PLEASANT HILL PROPERTIES LLC
X	285	3225 TURTLE CREEK BLVD	GARRIS LISA C
X	286	3225 TURTLE CREEK BLVD	WINOKUR TATYANA
X	287	3225 TURTLE CREEK BLVD	EQUITY TRUST CO CUSTODIAN FBO
X	288	3225 TURTLE CREEK BLVD	BONE MEGAN E
X	289	3225 TURTLE CREEK BLVD	BULL BRIAN W
X	290	3225 TURTLE CREEK BLVD	POLURU SRINIVAS & HEATHER
X	291	3225 TURTLE CREEK BLVD	A CORPORATIONS TEXAS LLC THE
X	292	3225 TURTLE CREEK BLVD	JOHNSON LANCE E & DENISE M
X	293	3225 TURTLE CREEK BLVD	LEIBASCHOFF GUSTAVO &
X	294	3225 TURTLE CREEK BLVD	BONNEY ERIC
X	295	3225 TURTLE CREEK BLVD	FORBUS SHANNON

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	296	3225 TURTLE CREEK BLVD	VICTEC INTERNATIONAL LLC
X	297	3225 TURTLE CREEK BLVD	DENTON IRA C &
X	298	3225 TURTLE CREEK BLVD	ONEAL SHELDON
X	299	3225 TURTLE CREEK BLVD	PATEL NARENDRA &
X	300	3225 TURTLE CREEK BLVD	TURNER RICK
X	301	3225 TURTLE CREEK BLVD	ARISTY ARISMENDY NICOLAS
X	302	3225 TURTLE CREEK BLVD	HE AMANDA ZIWEI
X	303	3225 TURTLE CREEK BLVD	TORRES DENNIS M ET AL
X	304	3225 TURTLE CREEK BLVD	CAI ZHUO J & XIAOHONG J CHU
X	305	3225 TURTLE CREEK BLVD	YOUNG ALISHA Y
X	306	3225 TURTLE CREEK BLVD	GOODHEART MELANIE
X	307	3225 TURTLE CREEK BLVD	RIOS RAYMOND & DEE ANNA E
X	308	3225 TURTLE CREEK BLVD	CHUNG PAUL
X	309	3225 TURTLE CREEK BLVD	CARDNEAUX CATHERINE
X	310	3225 TURTLE CREEK BLVD	CROUCH J MITCHELL &
X	311	3225 TURTLE CREEK BLVD	MARTIN ERIC C
X	312	3225 TURTLE CREEK BLVD	TURTLE CREEK 330 LLC
X	313	3225 TURTLE CREEK BLVD	YAVANZA LLC
X	314	3225 TURTLE CREEK BLVD	TOLAND JANICE
X	315	3225 TURTLE CREEK BLVD	STURGESS MARK
X	316	3225 TURTLE CREEK BLVD	LEWIS LUCINDA J
X	317	3225 TURTLE CREEK BLVD	KIM JANICE
X	318	3225 TURTLE CREEK BLVD	BENOIST GLENN SR
X	319	3225 TURTLE CREEK BLVD	MUNCIE DIANNA
X	320	3225 TURTLE CREEK BLVD	GARDNER ELIZABETH P
X	321	3225 TURTLE CREEK BLVD	RUMINKSI RICHARD K & PAMELA A
X	322	3225 TURTLE CREEK BLVD	WRIGHT ALISON MARGARET
X	323	3225 TURTLE CREEK BLVD	ROLIM GEVERSON
X	324	3225 TURTLE CREEK BLVD	MCDERMOTT JOHN P
X	325	3225 TURTLE CREEK BLVD	LEAHY DEDIE
X	326	3225 TURTLE CREEK BLVD	BROOKS JOANNA

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	327	3225 TURTLE CREEK BLVD	WILEMON ALAYNE
X	328	3225 TURTLE CREEK BLVD	CHAUDHRY UDIT
X	329	3225 TURTLE CREEK BLVD	WAN SZE KAR &
X	330	3225 TURTLE CREEK BLVD	PAVLOCK TARA
X	331	3225 TURTLE CREEK BLVD	RSNFL MANAGEMENT LLC
X	332	3225 TURTLE CREEK BLVD	MCLEAN KATHLEEN
X	333	3225 TURTLE CREEK BLVD	DEAN ASAD
X	334	3225 TURTLE CREEK BLVD	SWEENEY CHARLES M & SHANNON H &
X	335	3225 TURTLE CREEK BLVD	EPSHTEYN ELEONORA
X	336	3225 TURTLE CREEK BLVD	LIZARRALDE ELISA MARIA
X	337	3225 TURTLE CREEK BLVD	BROOKS ANDRE &
X	338	3225 TURTLE CREEK BLVD	HOPPER KELLY M
X	339	3225 TURTLE CREEK BLVD	ANDERSON JEFFREY ALLEN &
X	340	3225 TURTLE CREEK BLVD	SIMON MARK H
X	341	3225 TURTLE CREEK BLVD	CORDERO LUIS
X	342	3225 TURTLE CREEK BLVD	AIZENMAN 430 LLC
X	343	3225 TURTLE CREEK BLVD	BACCHUS SHAYLA
X	344	3225 TURTLE CREEK BLVD	HERNANDEZ CARLOS
X	345	3225 TURTLE CREEK BLVD	ADAMS DARREN &
X	346	3225 TURTLE CREEK BLVD	BELOTE GARLAND R III
X	347	3225 TURTLE CREEK BLVD	LEFEBVRE RONALD
X	348	3225 TURTLE CREEK BLVD	BURNETT AMBER &
X	349	3225 TURTLE CREEK BLVD	SHAIKH NAVEED &
X	350	3225 TURTLE CREEK BLVD	WU ISABEL
X	351	3225 TURTLE CREEK BLVD	MAEDA SONIA A
X	352	3225 TURTLE CREEK BLVD	PASCUAL VIRGINIA &
X	353	3225 TURTLE CREEK BLVD	SUMMEROUR SHELLY
X	354	3225 TURTLE CREEK BLVD	HIDELL TIMOTHY B &
X	355	3225 TURTLE CREEK BLVD	MEZA GEORGE
X	356	3225 TURTLE CREEK BLVD	ROPER RONDA K
X	357	3225 TURTLE CREEK BLVD	NIEDERMEYER ANDREA

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	358	3225 TURTLE CREEK BLVD	SONG JEONG SOON
X	359	3225 TURTLE CREEK BLVD	WALKER ROSLYN A
X	360	3225 TURTLE CREEK BLVD	MELLGREN STACEY
X	361	3225 TURTLE CREEK BLVD	LEWIS MICHAEL RAY &
X	362	3225 TURTLE CREEK BLVD	KINZY H NORMAN & PAULINE
X	363	3225 TURTLE CREEK BLVD	YANUS MARGARET
X	364	3225 TURTLE CREEK BLVD	PATRICIA ELLEN LAU REV TR
X	365	3225 TURTLE CREEK BLVD	BCD SINGH PROPERTIES OF PLANO LLC
X	366	3225 TURTLE CREEK BLVD	REDDY JAYANTH V
X	367	3225 TURTLE CREEK BLVD	MORROW KATHLEEN
X	368	3225 TURTLE CREEK BLVD	CHOY DAVID & PATRICIA L
X	369	3225 TURTLE CREEK BLVD	RICO ANGEL
X	370	3225 TURTLE CREEK BLVD	ROSENBERG JONATHAN
X	371	3225 TURTLE CREEK BLVD	PAUP PROPERTY MGMT LLC
X	372	3225 TURTLE CREEK BLVD	COOLEY SUSAN
X	373	3225 TURTLE CREEK BLVD	CHIAVIELLO ASHLEIGH B
X	374	3225 TURTLE CREEK BLVD	WALLACE LOUISE L
X	375	3225 TURTLE CREEK BLVD	KELLEY CLARENCE
X	376	3225 TURTLE CREEK BLVD	HEADLEY CAROLYN
X	377	3225 TURTLE CREEK BLVD	PATIL ABHITABH
X	378	3225 TURTLE CREEK BLVD	HANKINS JACK C
X	379	3225 TURTLE CREEK BLVD	KARAMALLY ZAHOOR A
X	380	3225 TURTLE CREEK BLVD	FRECH MORLEY E JR &
X	381	3225 TURTLE CREEK BLVD	BRYAN ROBERT E
X	382	3225 TURTLE CREEK BLVD	KLS INVESTMENTS LLC
X	383	3225 TURTLE CREEK BLVD	KUENZLI STEPHEN C &
X	384	3225 TURTLE CREEK BLVD	ELAYDI JIHAD H
X	385	3225 TURTLE CREEK BLVD	RIGNEY PAUL W
X	386	3225 TURTLE CREEK BLVD	MARTINEZ MATISSE M &
X	387	3225 TURTLE CREEK BLVD	HUKIC OMER & SONJA
X	388	3225 TURTLE CREEK BLVD	BEACH DENNIS E

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	389	3225 TURTLE CREEK BLVD	LUDER HOWARD L &
X	390	3225 TURTLE CREEK BLVD	RAMEZAN FRED TR
X	391	3225 TURTLE CREEK BLVD	DND TRUST
X	392	3225 TURTLE CREEK BLVD	NIEDERMEYER VALERY A
X	393	3225 TURTLE CREEK BLVD	HU YUAN PAI
X	394	3225 TURTLE CREEK BLVD	MARCHE LIVE LLC
X	395	3225 TURTLE CREEK BLVD	AGUSALA MADHAVA & VASANTHA
X	396	3225 TURTLE CREEK BLVD	WILMOTH DAVID D & JULIE D
X	397	3225 TURTLE CREEK BLVD	PANDYA ALMA R
X	398	3225 TURTLE CREEK BLVD	BALARSKY BRIAN A &
X	399	3225 TURTLE CREEK BLVD	ABBASI PARHAM
X	400	3225 TURTLE CREEK BLVD	CASTAGNET GERARDO & ROSA PATRICIA
X	401	3225 TURTLE CREEK BLVD	TU PENG CHU BENJAMIN
X	402	3225 TURTLE CREEK BLVD	GONZALEZ JESUS J
X	403	3225 TURTLE CREEK BLVD	COOK BRAD M
X	404	3225 TURTLE CREEK BLVD	KERBY TROY W
X	405	3225 TURTLE CREEK BLVD	POURJAVAD PAYAM
X	406	3225 TURTLE CREEK BLVD	VELA ALAJANDRA
X	407	3225 TURTLE CREEK BLVD	WEAVER DAVID LEE
X	408	3225 TURTLE CREEK BLVD	DAVIS JERROD
X	409	3225 TURTLE CREEK BLVD	ASFAQ RAHEELA
X	410	3225 TURTLE CREEK BLVD	NGUYEN LAN N
X	411	3225 TURTLE CREEK BLVD	HARRIS CHERYL L
X	412	3225 TURTLE CREEK BLVD	GRAHAM THERESA
X	413	3225 TURTLE CREEK BLVD	EQUITY TRUST COMPANY CUSTODIAN &
X	414	3225 TURTLE CREEK BLVD	MARTIN ROBERT H &
X	415	3225 TURTLE CREEK BLVD	CLINTON RONALD DALE & SUSAN K
X	416	3225 TURTLE CREEK BLVD	SHERRY JAMES TODD & CHRISTINE LYNN
X	417	3225 TURTLE CREEK BLVD	KLS INVESTMENTS
X	418	3225 TURTLE CREEK BLVD	TOLAND JANICE
X	419	3225 TURTLE CREEK BLVD	MCKENNETT MICHELLE D

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	420	3225 TURTLE CREEK BLVD	MYUNG ROE & AHRIM
X	421	3225 TURTLE CREEK BLVD	GANESH CHAT P & LALITHA
X	422	3225 TURTLE CREEK BLVD	CATALANI ALLISON
X	423	3225 TURTLE CREEK BLVD	DEWAN MADHUSUDAN & RACHNA M
X	424	3225 TURTLE CREEK BLVD	SCHMIDT FAMILY TRUST
X	425	3225 TURTLE CREEK BLVD	SWEENEY DAN & RENEE
X	426	3225 TURTLE CREEK BLVD	GHODSI PARI M
X	427	3225 TURTLE CREEK BLVD	STAGGS WILLIAM F JR
X	428	3225 TURTLE CREEK BLVD	KENNEDY LESLIE A
X	429	3225 TURTLE CREEK BLVD	CORBIN FAMILY REVOCABLE TRUST
X	430	3225 TURTLE CREEK BLVD	SEAY MICHAEL
X	431	3225 TURTLE CREEK BLVD	TRACY LYNDA P
X	432	3225 TURTLE CREEK BLVD	MOGHADAM ALI
X	433	3225 TURTLE CREEK BLVD	GLICK HOWARD
X	434	3225 TURTLE CREEK BLVD	LIGHTWALA TASNEEM &
X	435	3225 TURTLE CREEK BLVD	XU JING & YING
X	436	3225 TURTLE CREEK BLVD	HADAVAND REZA
X	437	3225 TURTLE CREEK BLVD	PATEL MITESH
X	438	3225 TURTLE CREEK BLVD	LEPP JANICE
X	439	3225 TURTLE CREEK BLVD	VUKOVICH DEBORAH J
X	440	3225 TURTLE CREEK BLVD	PELOSOFF LORRAINE C
X	441	3225 TURTLE CREEK BLVD	ITANI OMAR &
X	442	3225 TURTLE CREEK BLVD	MONETTE MEGAN MICHELLE
X	443	3225 TURTLE CREEK BLVD	MAJUMDER ANANYA
X	444	3225 TURTLE CREEK BLVD	MILAM ADAM
X	445	3225 TURTLE CREEK BLVD	HESTIA REAL ESTATE
X	446	3225 TURTLE CREEK BLVD	GERALD ROBERT E
X	447	3225 TURTLE CREEK BLVD	CANTU CHRISTOPHER J
X	448	3225 TURTLE CREEK BLVD	STEVENS TYLER C
X	449	3225 TURTLE CREEK BLVD	MOORE GARRETT M
X	450	3225 TURTLE CREEK BLVD	LESNIEWSKI LORI A

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	451	3225 TURTLE CREEK BLVD	BARNEY FRED O JR &
X	452	3225 TURTLE CREEK BLVD	LONNGREN KENT STEFAN
X	453	3225 TURTLE CREEK BLVD	WIRTNER ANDREW GREGORY
X	454	3225 TURTLE CREEK BLVD	HUKIC OMER & SONJA
X	455	3225 TURTLE CREEK BLVD	HENNEBERG WILLIAM H III
X	456	3225 TURTLE CREEK BLVD	ENDRES JACK R & MARY K
X	457	3225 TURTLE CREEK BLVD	HABEEB ROBERT A
X	458	3225 TURTLE CREEK BLVD	AUSTIN KILEY & DREW
X	459	3225 TURTLE CREEK BLVD	SNN 15 HOLDINGS LLC
X	460	3225 TURTLE CREEK BLVD	MURPHY GARY
X	461	3225 TURTLE CREEK BLVD	MARASLIOGLU SAHIN & DIKRANUHI
X	462	3225 TURTLE CREEK BLVD	SAPITSKY JACOBA R
X	463	3225 TURTLE CREEK BLVD	AMSTEIN MICHAEL B & CYNTHIA B
X	464	3225 TURTLE CREEK BLVD	STRONG JENNIFER M &
X	465	3225 TURTLE CREEK BLVD	ENGLAND JULIE S & ROBERT W
X	466	3225 TURTLE CREEK BLVD	BAHRAMNEJAD RAMIN &
X	467	3225 TURTLE CREEK BLVD	DIBBLE LARRY
X	468	3225 TURTLE CREEK BLVD	KOVAL JOHN & LAURA
X	469	3225 TURTLE CREEK BLVD	EED FAMILY INC
X	470	3225 TURTLE CREEK BLVD	LEE VIVIAN S
X	471	3225 TURTLE CREEK BLVD	DURKAN MARTIN
X	472	3225 TURTLE CREEK BLVD	FORD KATHERINE E
X	473	3225 TURTLE CREEK BLVD	DUKKIPATI SAIRAM PRASAD &
X	474	3225 TURTLE CREEK BLVD	DUNCAN JOHN M & AMANDA M
X	475	3225 TURTLE CREEK BLVD	MOSTAFAIE ALIREZA
X	476	3225 TURTLE CREEK BLVD	KARLOCK KENDRA
X	477	3225 TURTLE CREEK BLVD	WALLS DAVID & JANA
X	478	3225 TURTLE CREEK BLVD	SIMIC MARIO
X	479	3225 TURTLE CREEK BLVD	MOORE DANIEL GLEN
X	480	3225 TURTLE CREEK BLVD	LUCIO JESSE & ERICK L
X	481	3225 TURTLE CREEK BLVD	KUSTOFF JULIE

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	482	3225 TURTLE CREEK BLVD	GRIFFITH CARROLL P JR 2011 TR &
X	483	3225 TURTLE CREEK BLVD	FAIR ROGERS P JR
X	484	3225 TURTLE CREEK BLVD	MAMLOUK RANIA
X	485	3225 TURTLE CREEK BLVD	YOUNG MARK D
X	486	3225 TURTLE CREEK BLVD	BISMAR HISHAM & DIMA
X	487	3225 TURTLE CREEK BLVD	LESLEY PEGGY
X	488	3225 TURTLE CREEK BLVD	CHEEMA ROOHI
X	489	3225 TURTLE CREEK BLVD	KHODADOOST SOHEILA
X	490	3225 TURTLE CREEK BLVD	PANNEERSELVAM ISHWARIAH
X	491	3225 TURTLE CREEK BLVD	MANES JOHN K
X	492	3225 TURTLE CREEK BLVD	KLATT ERNEST M III
X	493	3225 TURTLE CREEK BLVD	MARTINEZ FRANCISCO JAVIER C
X	494	3225 TURTLE CREEK BLVD	CAMPBELL THOMAS MICHAEL &
X	495	3225 TURTLE CREEK BLVD	SAUER GARY L & CLAUDIA M
X	496	3225 TURTLE CREEK BLVD	GONZALEZ INGRID
X	497	3225 TURTLE CREEK BLVD	SAGINAW MICHAEL
X	498	3225 TURTLE CREEK BLVD	BROWNFIELD GARY
X	499	3225 TURTLE CREEK BLVD	RUSSELL KIMMIE LLC
X	500	3225 TURTLE CREEK BLVD	SHAHINPOUR SHAHRAM &
X	501	3225 TURTLE CREEK BLVD	SHAFFER DIANA L
X	502	3225 TURTLE CREEK BLVD	NGUYEN LINH AI &
X	503	3225 TURTLE CREEK BLVD	BASHIROVA ULVIYYA
X	504	3225 TURTLE CREEK BLVD	KORAB JEANETTE
X	505	3225 TURTLE CREEK BLVD	LAAKE JARED A &
X	506	3225 TURTLE CREEK BLVD	GONZALES CYNTHIA
X	507	3225 TURTLE CREEK BLVD	RUTHERFORD AL F
X	508	3225 TURTLE CREEK BLVD	REECE BOBBY N
X	509	3225 TURTLE CREEK BLVD	SNOVER BURT ALLEN
X	510	3225 TURTLE CREEK BLVD	KIM EUNSUP
X	511	3225 TURTLE CREEK BLVD	LI SANDRA
X	512	3225 TURTLE CREEK BLVD	MILLS ANDREW D & LEE A

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	513	3225 TURTLE CREEK BLVD	EDWARDS WILLIAM B & RHONDA M
X	514	3225 TURTLE CREEK BLVD	LOPEZ CARLOS JR & LAURIE A
X	515	3225 TURTLE CREEK BLVD	AHEARN STEVEN P &
X	516	3225 TURTLE CREEK BLVD	HIRST NORMA & ENZIO
X	517	3225 TURTLE CREEK BLVD	RICHARDS-CARTY CHERRI J
X	518	3225 TURTLE CREEK BLVD	HOUARI SAMMY & MARWAN I
X	519	3225 TURTLE CREEK BLVD	AGUILAR ESTEBAN
X	520	3225 TURTLE CREEK BLVD	EVSEEV EKATERINA V & PETER E
X	521	3225 TURTLE CREEK BLVD	CHAO LIN
X	522	3225 TURTLE CREEK BLVD	CANTON MICHAEL
X	523	3225 TURTLE CREEK BLVD	HUANG LEO Z & LISA LAU
X	524	3225 TURTLE CREEK BLVD	SMITH MEREDITH C
X	525	3225 TURTLE CREEK BLVD	NVK PPTIES LLC
X	526	3225 TURTLE CREEK BLVD	WALSER CHRIS
X	527	3225 TURTLE CREEK BLVD	SPERO KIMBERLY
X	528	3225 TURTLE CREEK BLVD	KULKARNI MONA S
X	529	3225 TURTLE CREEK BLVD	MANCINI MASSIMO G
X	530	3225 TURTLE CREEK BLVD	HARTMAN ISRAEL A & FANNY K
X	531	3225 TURTLE CREEK BLVD	RAUPP MAGDALA
X	532	3225 TURTLE CREEK BLVD	DONOVAN GEORGE J III
X	533	3225 TURTLE CREEK BLVD	GIAP FANTINE
X	534	3225 TURTLE CREEK BLVD	CHAN CHUN
X	535	3225 TURTLE CREEK BLVD	MIRASOL ESTRELLA & REYNALDO
X	536	3225 TURTLE CREEK BLVD	RUBLE EILEEN M
X	537	3225 TURTLE CREEK BLVD	ZHANG VIVI
X	538	3225 TURTLE CREEK BLVD	MULLINS MEGAN DANIELA
X	539	3225 TURTLE CREEK BLVD	FARIAS JAMES E
X	540	3225 TURTLE CREEK BLVD	COONS ROBERT A &
X	541	3225 TURTLE CREEK BLVD	DAGHIGHI KIAN M
X	542	3225 TURTLE CREEK BLVD	HOAGLAND JOHN H III TRUST 2016
X	543	3225 TURTLE CREEK BLVD	JONES ANN LUTZ

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	544	3225 TURTLE CREEK BLVD	ROHN RICHARD S
X	545	3225 TURTLE CREEK BLVD	KULSHRESHTHA ALOK K &
X	546	3225 TURTLE CREEK BLVD	LACARRA ANTONIO
X	547	3225 TURTLE CREEK BLVD	FANG SUE
X	548	3225 TURTLE CREEK BLVD	UBINAS CARLOS R
X	549	3225 TURTLE CREEK BLVD	MARCHE LIVING LLC
X	550	3225 TURTLE CREEK BLVD	FEIKEMA JOHN & DAWN
X	551	3225 TURTLE CREEK BLVD	BAGHERI BEHROUZ
X	552	3225 TURTLE CREEK BLVD	LANTZ BRAD & LISA
X	553	3225 TURTLE CREEK BLVD	FEDOCK RICHARD NICHOLAS & CAROLE CURRY
X	554	3225 TURTLE CREEK BLVD	DUFFY PAMELA C
X	555	3225 TURTLE CREEK BLVD	MESSENGER CLYDE J IV & YAIMA Q
X	556	3225 TURTLE CREEK BLVD	VRLA KELLI
X	557	3225 TURTLE CREEK BLVD	ABRAHAM CHARLES T
X	558	3225 TURTLE CREEK BLVD	SIMS MARK A
X	559	3225 TURTLE CREEK BLVD	PINE TREE REAL E INV INC
X	560	3225 TURTLE CREEK BLVD	MASROUR SHAMIN
X	561	3225 TURTLE CREEK BLVD	SHASTRI SHANI
X	562	3225 TURTLE CREEK BLVD	GENTRY NEWMAN FRANKLIN
X	563	3225 TURTLE CREEK BLVD	THAMM MARY C & RICK W
X	564	3225 TURTLE CREEK BLVD	KASMI AZEDDINE
X	565	3225 TURTLE CREEK BLVD	GERMANWALA SAMIR V &
X	566	3225 TURTLE CREEK BLVD	DAVIS ALLISON E
X	567	3225 TURTLE CREEK BLVD	DAY WILLIAM D & KAREN M
X	568	3225 TURTLE CREEK BLVD	FRIEDMAN JACQUELINE
X	569	3225 TURTLE CREEK BLVD	PADMANABAN ANAND K &
X	570	3225 TURTLE CREEK BLVD	THERIOT E ROBERT &
X	571	3225 TURTLE CREEK BLVD	LEBLEBICIOGLU ASLI
X	572	3225 TURTLE CREEK BLVD	WILCOX NEIL M
X	573	3225 TURTLE CREEK BLVD	KING MICHAEL G
X	574	3225 TURTLE CREEK BLVD	GODINES MARY ANNE

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	575	3225 TURTLE CREEK BLVD	SHI BING
X	576	3225 TURTLE CREEK BLVD	BRIGGS LISA A
X	577	3225 TURTLE CREEK BLVD	ADAPPA DEEPAK & HELEN HSU
X	578	3225 TURTLE CREEK BLVD	CORNELL DOUGLAS T &
X	579	3225 TURTLE CREEK BLVD	CHURCH MICHAEL F
X	580	3225 TURTLE CREEK BLVD	WILSON JAY L &
X	581	3225 TURTLE CREEK BLVD	HEAD KEITH L &
X	582	3225 TURTLE CREEK BLVD	BURHANS STANLEY D
X	583	3225 TURTLE CREEK BLVD	REDDY JAYAPRAKASH N & JYOTHI J
X	584	3225 TURTLE CREEK BLVD	PRASAD ROY H & SATOE SOGA
X	585	3225 TURTLE CREEK BLVD	DASH RANGADHAR
X	586	3225 TURTLE CREEK BLVD	PUWETO LLC
X	587	3225 TURTLE CREEK BLVD	MANNING ADAM
X	588	3225 TURTLE CREEK BLVD	BRISBIN ANDREW &
X	589	3225 TURTLE CREEK BLVD	MADNANI KUNAL M
X	590	3225 TURTLE CREEK BLVD	MOOSCHEKIAN TERRY TR &
X	591	3225 TURTLE CREEK BLVD	GRASSO RANDALL & LISA
X	592	3225 TURTLE CREEK BLVD	GIRALDO HERNAN F
X	593	3225 TURTLE CREEK BLVD	WALLS DAVID
X	594	3225 TURTLE CREEK BLVD	VIDAKOVIC ROBERT L
X	595	3225 TURTLE CREEK BLVD	JU MICHELLE RAYU
X	596	3225 TURTLE CREEK BLVD	MARTINEZ MARCO A
X	597	3225 TURTLE CREEK BLVD	CAUDELL CHRISTINA C
X	598	3225 TURTLE CREEK BLVD	TAN FANGYUN
X	599	3225 TURTLE CREEK BLVD	PEYROVI LILLY
X	600	3225 TURTLE CREEK BLVD	PHILLIPS KERRI L
X	601	3225 TURTLE CREEK BLVD	SAMEI ROZITA &
X	602	3225 TURTLE CREEK BLVD	GRESHAM ANN
X	603	3225 TURTLE CREEK BLVD	HILL MARILYN K
X	604	3225 TURTLE CREEK BLVD	DELEON JOSE M &
X	605	3225 TURTLE CREEK BLVD	DAVID SIKORA FAMILY TRUST

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	606	3225 TURTLE CREEK BLVD	CORTEZ GLORIA J
X	607	3225 TURTLE CREEK BLVD	ORTIZ LUIS A
X	608	3225 TURTLE CREEK BLVD	KLS INVESTMENTS LLC
X	609	3225 TURTLE CREEK BLVD	ROSE JAMES E
X	610	3225 TURTLE CREEK BLVD	SCHWER CRAIG M
X	611	3225 TURTLE CREEK BLVD	SHAHRESTANI FRANK & SEAN
X	612	3225 TURTLE CREEK BLVD	TARTIBI MOHSEN & HANA
X	613	3225 TURTLE CREEK BLVD	JHANGIANI NARAIN & LALITA
X	614	3225 TURTLE CREEK BLVD	TITUS JACQUELINE L
X	615	3225 TURTLE CREEK BLVD	GARZA DAVID SEPULVEDA
X	616	3225 TURTLE CREEK BLVD	AKIVA RONEN & MICHAEL B
X	617	3225 TURTLE CREEK BLVD	KEENER CONSTRUCTION COMPANY INC
X	618	3225 TURTLE CREEK BLVD	BAHIRWANI RANJEETA
X	619	3225 TURTLE CREEK BLVD	JL PPTY INV LLC JL TURTLE CREEK SERIES
X	620	3225 TURTLE CREEK BLVD	HOPPER KELLY
X	621	3225 TURTLE CREEK BLVD	KARLOCK KENDRA
X	622	3225 TURTLE CREEK BLVD	PEREZ ROBERTO
X	623	3225 TURTLE CREEK BLVD	KOWALSKI ELIZABETH
X	624	3225 TURTLE CREEK BLVD	WONG KRISTIN
X	625	3225 TURTLE CREEK BLVD	MAGUIRE BARBARA A & LAMBERT
X	626	3225 TURTLE CREEK BLVD	MCQUATTERS ARIEL E
X	627	3225 TURTLE CREEK BLVD	ABOLMAALI SEYED
X	628	3225 TURTLE CREEK BLVD	KEENAN MATTHEW JOHN
X	629	3225 TURTLE CREEK BLVD	BUISIER SALEH
X	630	3225 TURTLE CREEK BLVD	ODEH ASHLEY D
X	631	3225 TURTLE CREEK BLVD	HOPKINS TIMOTHY
X	632	3225 TURTLE CREEK BLVD	BECK ERIC &
X	633	3225 TURTLE CREEK BLVD	KARIMI MANDY
X	634	3225 TURTLE CREEK BLVD	HEIDE JACQUELINE
X	635	3225 TURTLE CREEK BLVD	CONSTANTINE SAMI
X	636	3225 TURTLE CREEK BLVD	PAUP PROPERTY MANAGEMENT LLC

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	637	3225 TURTLE CREEK BLVD	ESQUEDA ADA L
X	638	3225 TURTLE CREEK BLVD	SALIM NASIM
X	639	3225 TURTLE CREEK BLVD	MINTEXAS LLC
X	640	3225 TURTLE CREEK BLVD	CHARAN RAM
X	641	3225 TURTLE CREEK BLVD	NASH MARIANNE E
X	642	3225 TURTLE CREEK BLVD	KING DANIEL
X	643	3225 TURTLE CREEK BLVD	FREY CARL
X	644	3225 TURTLE CREEK BLVD	WARE KENYA &
X	645	3225 TURTLE CREEK BLVD	HERBERT SCOTT
X	646	3225 TURTLE CREEK BLVD	WHITWORTH LINA & BRIAN
X	647	3225 TURTLE CREEK BLVD	AMADOR MARISOL
X	648	3225 TURTLE CREEK BLVD	CASTLES STEPHEN C
X	649	3225 TURTLE CREEK BLVD	THAN THAN INVESTMENTS LTD
X	650	3225 TURTLE CREEK BLVD	MCCRARY KRISTIE K
X	651	3225 TURTLE CREEK BLVD	ZHANG GUANG
X	652	3225 TURTLE CREEK BLVD	KINZY HARRY N &
X	653	3225 TURTLE CREEK BLVD	KLS INVESTMENTS LLC
X	654	3225 TURTLE CREEK BLVD	RICHARDSCARTY CHERRI J
X	655	3225 TURTLE CREEK BLVD	KOBLER CHRISTOPHER
X	656	3225 TURTLE CREEK BLVD	MODY ALKA
X	657	3225 TURTLE CREEK BLVD	KESSLER TIMOTHY
X	658	3225 TURTLE CREEK BLVD	ADAMS JENNY DIAN &
X	659	3225 TURTLE CREEK BLVD	STAMP DUANE M & LINDA E
X	660	3225 TURTLE CREEK BLVD	KEARNS THOMAS V
X	661	3225 TURTLE CREEK BLVD	MACHON ED &
X	662	3225 TURTLE CREEK BLVD	MORGAN MARK G
X	663	3225 TURTLE CREEK BLVD	KUCERA DOUGLAS &
X	664	3225 TURTLE CREEK BLVD	SIEBER JOHN
X	665	3225 TURTLE CREEK BLVD	IVEY EDWARD J JR
X	666	3225 TURTLE CREEK BLVD	MANDAVA PREM K
X	667	3225 TURTLE CREEK BLVD	MCDANIEL LISA K

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	668	3225 TURTLE CREEK BLVD	NASTRI ANDREW &
X	669	3225 TURTLE CREEK BLVD	BARTUS DAVID
X	670	3225 TURTLE CREEK BLVD	GAGNET UNKEFER CORRINE
X	671	3225 TURTLE CREEK BLVD	BROWN VICTORIA REBECCA
X	672	3225 TURTLE CREEK BLVD	CANNATA JAMES
X	673	3225 TURTLE CREEK BLVD	AHMED MOHAMMED SAIFUDDIN
X	674	3225 TURTLE CREEK BLVD	MOSS ANDRELYN C &
X	675	3225 TURTLE CREEK BLVD	EMBABI SHERIF &
X	676	3225 TURTLE CREEK BLVD	SANKALIA JAINAN
X	677	3225 TURTLE CREEK BLVD	PRICE PATRICIA GAYLE
X	678	3225 TURTLE CREEK BLVD	MURRAY NATALIE TRUSTEE
X	679	3225 TURTLE CREEK BLVD	TEAGUE TRAVIS M
X	680	3225 TURTLE CREEK BLVD	NORDSTROM JASON R & LEIGH F
X	681	3225 TURTLE CREEK BLVD	VILLARREAL RAUL ROJAS &
X	682	3225 TURTLE CREEK BLVD	FOGLER JASON C
X	683	3225 TURTLE CREEK BLVD	MANCHANDA KSHITIJ &
X	684	3225 TURTLE CREEK BLVD	FREESE JAMES
X	685	3225 TURTLE CREEK BLVD	WHITENER ASHLEY M
X	686	3225 TURTLE CREEK BLVD	GHAEMMAGHAMI AREZOU S
X	687	3225 TURTLE CREEK BLVD	MASROUR FARBOD
X	688	3225 TURTLE CREEK BLVD	REZAI JOHN &
X	689	3225 TURTLE CREEK BLVD	ZHAO ROBIN M &
X	690	3225 TURTLE CREEK BLVD	DEFURIA LINDA M
X	691	3225 TURTLE CREEK BLVD	NESBITT GILDA D
X	692	3225 TURTLE CREEK BLVD	TURTLE CREEK 3223 1438 LAND TRUST
X	693	3225 TURTLE CREEK BLVD	POWELL BRETT W
X	694	3225 TURTLE CREEK BLVD	HYVL DAVID R
X	695	3225 TURTLE CREEK BLVD	KING IVORY L
X	696	3225 TURTLE CREEK BLVD	RUSSELL STEPHEN & MELANY
X	697	3225 TURTLE CREEK BLVD	MULLENS DAVID B JR & JUDITH L
X	698	3225 TURTLE CREEK BLVD	DERINGER MATTHEW ROBERT

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	699	3225 TURTLE CREEK BLVD	PATEL RAJESH
X	700	3225 TURTLE CREEK BLVD	LARSON MARK & FAYE LARSON
X	701	3225 TURTLE CREEK BLVD	CAMPBELL JIM L
X	702	3225 TURTLE CREEK BLVD	MELTON BENJAMIN CORD
X	703	3225 TURTLE CREEK BLVD	CHINDHY SHAHZAD A
X	704	3225 TURTLE CREEK BLVD	YAZDANI MAHMOUD MAGHSOUD &
X	705	3225 TURTLE CREEK BLVD	HERBST PAUL & LORI
X	706	3225 TURTLE CREEK BLVD	CHAYKOVSKA VALERIYA
X	707	3225 TURTLE CREEK BLVD	OSUAGWU CHUKWUMA J
X	708	3225 TURTLE CREEK BLVD	SULLIVAN PATRICK
X	709	3225 TURTLE CREEK BLVD	KRALIS LESLEY E
X	710	3225 TURTLE CREEK BLVD	CRONK M ESTELLE TRUST OF 2010
X	711	3225 TURTLE CREEK BLVD	JANKIRAMAN PAVAN
X	712	3225 TURTLE CREEK BLVD	CHANG TERESA ALLISON
X	713	3225 TURTLE CREEK BLVD	LANKA INDIRA &
X	714	3225 TURTLE CREEK BLVD	TAN FANGYUN
X	715	3225 TURTLE CREEK BLVD	SHAPOURI AZIZ & FARIDEH
X	716	3225 TURTLE CREEK BLVD	COFFEY ELIZABETH M
X	717	3225 TURTLE CREEK BLVD	SUGIURA YOSHIE
X	718	3225 TURTLE CREEK BLVD	DODDAPANENI YESASWI
X	719	3225 TURTLE CREEK BLVD	NAIR CKP & SYAMALA C
X	720	3225 TURTLE CREEK BLVD	PATEL PIYUSH K & MINA P
X	721	3225 TURTLE CREEK BLVD	SAKS KATHRINE TORY &
X	722	3225 TURTLE CREEK BLVD	BINFORD OSWALD &
X	723	3225 TURTLE CREEK BLVD	VELASQUEZ JOSE
X	724	3225 TURTLE CREEK BLVD	DESAI PRAVIN & ARATI
X	725	3225 TURTLE CREEK BLVD	PATEL SHITAL J & SUKETU KAUSHIK
X	726	3225 TURTLE CREEK BLVD	NEAL ELLIOTT
X	727	3225 TURTLE CREEK BLVD	LACARRA ADRIANNA
X	728	3225 TURTLE CREEK BLVD	RAMIREZ CINDY
X	729	3225 TURTLE CREEK BLVD	ZHANG GUANG

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	730	3225 TURTLE CREEK BLVD	SOM SOLINA
X	731	3225 TURTLE CREEK BLVD	STARR NIKKI
X	732	3225 TURTLE CREEK BLVD	MASCOLO EMMANUELLA
X	733	3225 TURTLE CREEK BLVD	VELASQUEZ RUBEN II
X	734	3225 TURTLE CREEK BLVD	WENNO HILDA
X	735	3225 TURTLE CREEK BLVD	SPENCER JOSHUA L
X	736	3225 TURTLE CREEK BLVD	KOGAN ALLAN J
X	737	3225 TURTLE CREEK BLVD	CHATTERJEE PALLAB & MITA
X	738	3225 TURTLE CREEK BLVD	DONOFRIO SAMANTHA
X	739	3225 TURTLE CREEK BLVD	LIDJI MYRIAM B
X	740	3225 TURTLE CREEK BLVD	ZAKHOUR BASSAM
X	741	3225 TURTLE CREEK BLVD	COOGAN JOHN J JR & MARY ELLEN
X	742	3225 TURTLE CREEK BLVD	DAO VU A & KIM LANG
X	743	3225 TURTLE CREEK BLVD	CUMMINGS KENT W & JUNKO I
X	744	3225 TURTLE CREEK BLVD	MOGHADAM ALI
X	745	3225 TURTLE CREEK BLVD	ALLEN DANDRIC E
X	746	3225 TURTLE CREEK BLVD	MATTHEWS STEVEN KEITH & JUDY G
X	747	3225 TURTLE CREEK BLVD	GODFREY CRAIG & MICHELE B
X	748	3225 TURTLE CREEK BLVD	BRUCHMILLER BOYD & LUSHILE
X	749	3225 TURTLE CREEK BLVD	SOUCHAK JASON P
X	750	3225 TURTLE CREEK BLVD	AHMED MAHRIN
X	751	3225 TURTLE CREEK BLVD	LANKA INDIRA
X	752	3225 TURTLE CREEK BLVD	BALL LESLIE A &
X	753	3225 TURTLE CREEK BLVD	PAVIA FAMILY TRUST
X	754	3225 TURTLE CREEK BLVD	BARDIN ALLISON C & ANDREW
X	755	3225 TURTLE CREEK BLVD	POWERS DANIEL D
X	756	3225 TURTLE CREEK BLVD	MOORE TIMOTHY J & PAMELA M
X	757	3225 TURTLE CREEK BLVD	FANCHER TIFFANY
X	758	3225 TURTLE CREEK BLVD	PATEL KAMAL V
X	759	3225 TURTLE CREEK BLVD	POEN NATHAN A
X	760	3225 TURTLE CREEK BLVD	DUNCAN JOHN MICHAEL &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	761	3225 TURTLE CREEK BLVD	WETTREICH DANNY
X	762	3225 TURTLE CREEK BLVD	LANKA INDIRA &
X	763	3225 TURTLE CREEK BLVD	MUSSULMAN DANIEL & NAILA
X	764	3225 TURTLE CREEK BLVD	BILBAO DANIEL F
X	765	3225 TURTLE CREEK BLVD	REZNIK YAIR
X	766	3225 TURTLE CREEK BLVD	BAEK STEVEN A
X	767	3225 TURTLE CREEK BLVD	ROZENZVIG YEHIEL
X	768	3225 TURTLE CREEK BLVD	PATEL DHARMESH
X	769	3225 TURTLE CREEK BLVD	FREEMAN RACHEL OLIVIA
X	770	3225 TURTLE CREEK BLVD	KELLETT RICHARD D
X	771	3225 TURTLE CREEK BLVD	MAH JEFFERY
X	772	3225 TURTLE CREEK BLVD	DUFFY MARY B
X	773	3225 TURTLE CREEK BLVD	PHAM LAN D
X	774	3225 TURTLE CREEK BLVD	DILDAY ELIZABETH A
X	775	3225 TURTLE CREEK BLVD	RSNFL LLC
X	776	3225 TURTLE CREEK BLVD	EMER SCOTT J
X	777	3225 TURTLE CREEK BLVD	AN JADHAVJI INVESTMENTS
X	778	3225 TURTLE CREEK BLVD	BREHM ERICH & JANET
X	779	3225 TURTLE CREEK BLVD	KAMPINE JOHN M &
X	780	3225 TURTLE CREEK BLVD	LEPP JANICE
X	781	3225 TURTLE CREEK BLVD	RANDEL SUSAN B
X	782	3225 TURTLE CREEK BLVD	CELLI ROBERT MICHAEL
X	783	3225 TURTLE CREEK BLVD	ARMAND AHMAD & MAHVASH
X	784	3225 TURTLE CREEK BLVD	CAUTHEN DON & JULIA
X	785	3225 TURTLE CREEK BLVD	BLAKE NINA CERVANTES
X	786	3225 TURTLE CREEK BLVD	WATTS JANET L
X	787	3225 TURTLE CREEK BLVD	RIZK AMINE
X	788	3225 TURTLE CREEK BLVD	DOYLE TIMOTHY B &
X	789	3225 TURTLE CREEK BLVD	GREEN JIMMY
X	790	3225 TURTLE CREEK BLVD	KHANBEIGI MANOOCH & ANNIE
X	791	3225 TURTLE CREEK BLVD	BLACKLEDGE LAWRENCE A

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	792	3225 TURTLE CREEK BLVD	LEE BILL G
X	793	3225 TURTLE CREEK BLVD	MARTINEZ FAUSTINA
X	794	3225 TURTLE CREEK BLVD	AKIN MARK & DEBI AKIN
X	795	3225 TURTLE CREEK BLVD	SEEBERGER JOAN P
X	796	3225 TURTLE CREEK BLVD	BOWLES NEAL A
X	797	3225 TURTLE CREEK BLVD	MINTZ MARTIN L
X	798	3225 TURTLE CREEK BLVD	STINSON JANET LYNN
X	799	3225 TURTLE CREEK BLVD	DEBLANK ANNE B
X	800	3225 TURTLE CREEK BLVD	GUREVITZ JENNIFER REV TR
X	801	3225 TURTLE CREEK BLVD	SPIES RONALD & CHERI
X	802	3225 TURTLE CREEK BLVD	BLOOM ROBERT A
X	803	3225 TURTLE CREEK BLVD	SALAS CARLOS G
X	804	3225 TURTLE CREEK BLVD	BLAS RENATA & EDUARDO
X	805	3225 TURTLE CREEK BLVD	HERNANDEZ ELISA C
X	806	3225 TURTLE CREEK BLVD	BINFORD OSWALD S &
X	807	3225 TURTLE CREEK BLVD	DUNDON KENNETH J
X	808	3225 TURTLE CREEK BLVD	PANCHASARP VANEE &
X	809	3225 TURTLE CREEK BLVD	STEIN GIFFORD P & SHARON
X	810	3225 TURTLE CREEK BLVD	KUBILIUN NISA
X	811	3225 TURTLE CREEK BLVD	REDDY SONYA D
X	812	3225 TURTLE CREEK BLVD	BURGIO DONALD A
X	813	3225 TURTLE CREEK BLVD	DELBAGNO JOHN B TR &
X	814	3225 TURTLE CREEK BLVD	ROOZROKH MICHAEL
X	815	3225 TURTLE CREEK BLVD	BREGMAN ROBERT ALAN &
X	816	3225 TURTLE CREEK BLVD	STRONG JAMES II & LESLIE KAY
X	817	3225 TURTLE CREEK BLVD	BENAHARON SOL
X	818	3225 TURTLE CREEK BLVD	BURGIO DONALD A
X	819	3225 TURTLE CREEK BLVD	ALKAYED RIYAD
X	820	3225 TURTLE CREEK BLVD	MATHER MATTHEW JAMES
X	821	3225 TURTLE CREEK BLVD	DOYLE TIMOTHY BRIAN &
X	822	3225 TURTLE CREEK BLVD	ROBINSON DAVID & JULIE GARDES

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	823	3225 TURTLE CREEK BLVD	JONES JAMES ADRIAN ET AL
X	824	3225 TURTLE CREEK BLVD	RENAISSANCE ON TURTLE CREEK
X	825	3225 TURTLE CREEK BLVD	THE RENAISSANCE ON TURTLE CREEK
	826	3100 COLE AVE	AFTABROUSHADR KAMBIZ
	827	3100 COLE AVE	ALLSION CHRIS
	828	3100 COLE AVE	DIETZ HUNTER D
	829	3100 COLE AVE	ZHANG HELEN X Y
	830	3100 COLE AVE	DAS ROHIT RAU
	831	3100 COLE AVE	LARKIN WILLIAM A
	832	3100 COLE AVE	PALETTI SONIA
	833	3100 COLE AVE	NICOLLE BRYCE DAUVERGNE
	834	3100 COLE AVE	FLICKINGER MARK E & CYNTHIA
	835	3100 COLE AVE	SMITH HOLLY F
	836	3100 COLE AVE	REYES ROBERT M
	837	3100 COLE AVE	HARLAN TANYA POWELL
	838	3100 COLE AVE	RAFEA VEEDA
	839	3100 COLE AVE	ZERR JOSEPH
	840	3100 COLE AVE	NABAKOWSKI SAMUEL A &
	841	3100 COLE AVE	SCHULTZ JERRY EVERETT
	842	3100 COLE AVE	DRAPER DUANE D &
	843	3100 COLE AVE	SPADE PHILIP FREDERICK
	844	3100 COLE AVE	NAMEJ GROUP LLC
	845	3100 COLE AVE	WHEAT DAVID G
	846	3100 COLE AVE	BRAY CHASE LANDON
	847	3100 COLE AVE	LEE BIK HAN & LEE SAI SHEK
	848	3100 COLE AVE	BENAVIDES MICHAEL L
	849	3100 COLE AVE	RIOS SARA B
	850	3100 COLE AVE	GAMINI MORTEZA & BORTAY
	851	3100 COLE AVE	SKAINES JONATHAN B
	852	3100 COLE AVE	LOZANO JAVIER ALBERTO NEYRA &
	853	3100 COLE AVE	ANDERSON JONATHAN D & TARA L

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	854	3100 COLE AVE	HEDRICK FARRELL
	855	3100 COLE AVE	SALANON EMANUEL JOEL
	856	3100 COLE AVE	GARCIA EDWARD I
	857	3100 COLE AVE	AHN SAM
	858	3100 COLE AVE	MILLIET MARK JOSEPH
	859	3100 COLE AVE	HAGAN JOSEPH &
	860	3100 COLE AVE	REISMAN MARK L
	861	3100 COLE AVE	HILLHOUSE BRANDON
	862	3100 COLE AVE	ROSENBAUM RICO
	863	3100 COLE AVE	BAYS VANCE J
	864	3100 COLE AVE	CLIFT SUSANNE A
	865	3100 COLE AVE	VONBORSIG MICHAEL A
	866	3100 COLE AVE	LIN CONSTANCE LEECHEN
	867	3100 COLE AVE	BATA INVESTMENTS LLC
	868	3100 COLE AVE	DEMEIS DANIEL G
X	870	3210 CARLISLE ST	HOLSTEAD WILLIAM DANIEL JR &
X	871	3210 CARLISLE ST	GIORDANO JOHN V
X	872	3210 CARLISLE ST	CHOI YUN H
X	873	3210 CARLISLE ST	ENGWICHT JACKIE L & CORY J
X	874	3210 CARLISLE ST	TURNBULL RANDALL C &
X	875	3210 CARLISLE ST	HARVEY DEAN & CATHY
X	876	3210 CARLISLE ST	QUATTRINI LISA
X	877	3210 CARLISLE ST	IMER INVESTMENTS LLC
X	878	3210 CARLISLE ST	ATALLAH RABIH
X	879	3210 CARLISLE ST	SWANK JENNIFER MICHELLE & RYAN PAUL
X	880	3210 CARLISLE ST	WENTWORTH BARBARA
X	881	3210 CARLISLE ST	NICKS CHRISTOPHER STEPHEN & LYNN HOLLEY
X	882	3210 CARLISLE ST	DEFARRO GIANPAOLO &
X	883	3210 CARLISLE ST	ZIMMERMAN KATHERYN
X	884	3210 CARLISLE ST	JEFFREY B JOHNS 2007 TRUST
X	885	3210 CARLISLE ST	NORTH TIMOTHY G &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	886	3210 CARLISLE ST	DAVIS JON C
X	887	3210 CARLISLE ST	FOX MICHAEL & JULIANNE
X	888	3210 CARLISLE ST	HORTON LANCE
X	889	3210 CARLISLE ST	MCKAY JOHN K & ANN
X	890	3210 CARLISLE ST	STOJANOVIC VESNA
X	891	3210 CARLISLE ST	SICHENZIO RICHARD &
X	892	3210 CARLISLE ST	GOODWIN BOBBY A &
X	893	3210 CARLISLE ST	BALDOR JORGE L
X	894	3210 CARLISLE ST	RUSCHHAUPT REED
X	895	3210 CARLISLE ST	DUNTON STACY
X	896	3210 CARLISLE ST	STANFORD CHRISTIN C & ERIK
X	897	3210 CARLISLE ST	LYNCH DAVID E
X	898	3210 CARLISLE ST	WOODARD BRYAN T
X	899	3210 CARLISLE ST	LUONG PHUONG M
X	900	3210 CARLISLE ST	FLOWERS ROBERT R
X	901	3210 CARLISLE ST	THOMAS JONATHAN S & CYNTHIA L
X	902	3210 CARLISLE ST	BURNS MICHAEL R &
X	903	3210 CARLISLE ST	LOCKE KELLY
X	904	3210 CARLISLE ST	BENTOW JASON
X	905	3210 CARLISLE ST	LYONS KEVIN & MEGAN
X	906	3210 CARLISLE ST	HARMAN ROBERT KING & LINDA ANNE
X	907	3210 CARLISLE ST	MINK JUSTIN
X	908	3210 CARLISLE ST	PRESSLER FAMILY TRUST
X	909	3210 CARLISLE ST	ALVAREZ PEDRO JR &
X	910	3210 CARLISLE ST	PERELLA LAUREN M
X	911	3210 CARLISLE ST	GEIKEN CHAD D
X	912	3210 CARLISLE ST	NYSTROM PETER
X	913	3210 CARLISLE ST	WCISLO BRIAN &
X	914	3210 CARLISLE ST	CUMMINS CHRISTINA LYNN
X	915	3210 CARLISLE ST	SLAVIN DIERDRE
X	916	3210 CARLISLE ST	WELLS CORY

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	917	3210 CARLISLE ST	POTTER JEFFREY &
X	918	3210 CARLISLE ST	HAWKINS DWAYNE W
X	919	3210 CARLISLE ST	LAVENDER RACHEL LAUREN
X	920	3210 CARLISLE ST	HUANG THERESA T
X	921	3210 CARLISLE ST	KURZ CHAD P & TAYLOR N
X	922	3210 CARLISLE ST	WALKER PHILIP & JULIE
X	923	3210 CARLISLE ST	STEINMAN JOHN & STEPHANIE
X	924	3210 CARLISLE ST	THIRD & WILLIS LLC
X	925	3210 CARLISLE ST	CONVERSE SUSAN MANNING
X	926	3210 CARLISLE ST	MIRE DENNIS
X	927	3210 CARLISLE ST	YOUNG AMY C
X	928	3210 CARLISLE ST	SMITH EDWARD A
X	929	3210 CARLISLE ST	MEYER JOEL E
X	930	3210 CARLISLE ST	POWELL ADAM J
X	931	3235 COLE AVE	COOKE AMY M
X	932	3235 COLE AVE	NGUYEN THONG
X	933	3235 COLE AVE	MOSCA CELESTE ALISA
X	934	3235 COLE AVE	
X	935	3235 COLE AVE	HALL DOUGLAS K
X	936	3235 COLE AVE	SHEINBERG DARREN
X	937	3235 COLE AVE	778 LLC
X	939	3235 COLE AVE	SHEINBERG DARREN
X	940	3235 COLE AVE	HALLOCK KEITH R JR
X	941	3235 COLE AVE	KNOWLTON KELLY
X	942	3235 COLE AVE	MAJOR DAVID P
X	943	3235 COLE AVE	MALLOY BETHANY E
X	944	3235 COLE AVE	THOMPSON SCOTT JAY
X	945	3235 COLE AVE	DEERING CHRISTOPHER
X	946	3235 COLE AVE	HALL DAVID JR
X	947	3235 COLE AVE	LINNSTAEDTER LEAH NICOLE
X	948	3235 COLE AVE	ELCHAMMAS MANAR

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	949	3235 COLE AVE	SPEARMAN TYLER L
X	950	3235 COLE AVE	ALIMCHANDANI NEERAJ
X	951	3235 COLE AVE	LITOFF AUSTIN
X	952	3235 COLE AVE	LECOVER MATTHEW L
X	953	3235 COLE AVE	KUO ANDY
X	954	3235 COLE AVE	FICKE GEOFFREY E
X	955	3235 COLE AVE	AN JADHAVJI INVESTMENTS LLC
X	956	3235 COLE AVE	BARNEY JOHN DAVID
X	957	3235 COLE AVE	BERARD MICHAEL
X	958	3235 COLE AVE	SANTAULARIA JOSEPH W
X	959	3235 COLE AVE	VANN RHONDA H
X	960	3235 COLE AVE	CROSSETT MATTHEW ADAM &
X	961	3235 COLE AVE	EVANS WHITNEY ARIEL
X	962	3235 COLE AVE	MAIONE MICHAEL
O	A1	3203 CARLISLE ST	FLUMERFELT JOSEPH M IV
	A2	3321 COLE AVE	PENNINGTON KURT LYNN & TERESA BROOKE
O	A3	3203 CARLISLE ST	FANKHAUSER MARK A NMF TRUST
O	A4	3203 CARLISLE ST	RUTHERFORD WILLIAM S & JUDIE
O	A5	3203 CARLISLE ST	MILAZZO DAVID
O	A6	3203 CARLISLE ST	CECIL PRESTON L &
O	A7	3203 CARLISLE ST	SORET MATTHEW
O	A8	3203 CARLISLE ST	ZAZO CHRIS
O	A9	3203 CARLISLE ST	HENDERSON CHRISTOPHER
O	A10	3263 CARLISLE ST	MACKEY PATRICK & ELISABETH
O	A11	3235 CARLISLE ST	FLAUGH CHRISTOPHER C
O	A12	3203 CARLISLE ST	HAIRSTON DAVID E
O	A13	3203 CARLISLE ST	EGINTON ALISON K TRUST UA THE
	A14	3215 COLE AVE	OLIVERI CHARLES
	A15	3215 COLE AVE	OLIVERI CHARLES W SR
O	A16	3203 CARLISLE ST	SANDERS JOHN DAVID
O	A17	3203 CARLISLE ST	AKINS LINDSEY R

Z178-206(JM)

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	A18	3221 CARLISLE ST	GARTMAN DUANE
X	A19	3225 TURTLE CREEK BLVD	SINCLAIR MARGARET TRUSTEE
X	A20	3230 COLE AVE	LUNA JOHN B
X	A21	3210 CARLISLE ST	PAGE ANTHONY R
X	A22	3235 COLE AVE	CHAPMAN ALBERT J III
	A23	3205 COLE AVE	PROPERTY DEVELOPMENT LLC
O	A24	3203 CARLISLE ST	FERGUSON ELAINE N



Agenda Information Sheet

File #: 19-31

Item #: 38.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 13
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 734 for a public school other than an open-enrollment charter school on property zoned Planned Development District No. 734, on the southeast corner of Nuestra Drive and Wozencraft Drive
Recommendation of Staff and CPC: Approval, subject to a revised development plan, revised landscape plan, traffic management plan, and conditions
Z178-221(CT)

FILE NUMBER: Z178-221(CT)

DATE FILED: March 28, 2018

LOCATION: Southeast corner of Nuestra Drive and Wozencraft Drive

COUNCIL DISTRICT: 13

MAPSCO: 15 S

SIZE OF REQUEST: Approx. 21.117 acres

CENSUS TRACT: 96.04

REPRESENTATIVE: Rob Baldwin, Baldwin and Associates

OWNERS/APPLICANT: Dallas Independent School District

REQUEST: An application for an amendment to Planned Development District No. 734 for a public school other than an open-enrollment charter school on property zoned Planned Development District No. 734.

SUMMARY: The applicant proposes to amend PDD No. 734 to accommodate the expansion of E.D. Walker Middle School to a school serving students in Kindergarten through 8th grade. With this request, the applicant has also submitted a Traffic Management Plan to assist with traffic patterns and circulation as related to the school activity.

STAFF RECOMMENDATION: **Approval**, subject to a revised development plan, revised landscape plan, traffic management plan, and conditions.

CPC RECOMMENDATION: **Approval**, subject to a revised development plan, revised landscape plan, traffic management plan, and conditions.

BACKGROUND INFORMATION:

- The site consists of a two-story building [E.D. Walker Middle School] with ancillary football, baseball, and softball fields.
- On October 26, 2005, the City Council approved Planned Development District No. 734 for a public school other than an open-enrollment charter school.

Zoning History: There have been no recent zoning cases requested in the area in the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Function	ROW
Nuestra Drive	Local	60 feet
Wozencraft Drive	Local	60 feet

Traffic:

The applicant has submitted a Traffic Management Plan indicating that the school will provide no queuing in the City right-of-way and will ensure the safety of the students at the drop-off and pick-up times. Access points are located on the north side of the site from Nuestra Drive, as depicted on Exhibit 1 of the TMP.

With respect to traffic queue operations, the TMP stipulates that parents picking up students should enter the parking lot north of the school building via Nuestra Drive (see Exhibit 1).

The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that, based on the technical support provided in the Traffic Management Plan and Transportation Assessment and Parking Analysis, it will not significantly impact the surrounding roadway system.

STAFF ANALYSIS:

Comprehensive Plan:

The fowardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The fowardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

LAND USE ELEMENT

GOAL 1.4 COORDINATE PLANNING ACTIVITIES TO BALANCE TRANSPORTATION, LAND USE, INFRASTRUCTURE AND THE ENVIRONMENT

Policy 1.4.1 Coordinate development and planning activities.

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.

NEIGHBORHOOD PLUS

Policy 4.2 Support and leverage emerging school quality and school choice programs.

Surrounding Land Uses:

	Zoning	Land Use
Site	PDD No.734	Public School
North	R-16(A)	Single Family Dwelling
East	R-16(A)	Public Park
South	R-16(A)	Single Family Dwelling
West	PD No. 50, TH-2(A)	Single Family Dwelling

Land Use Compatibility:

Surrounding land uses consist of single family to the north, south, and west and a public park to the east.

Built in the early 1970s, the E.D. Walker Middle School provides for Grades 6 through 8 and has a current enrollment of 758 students. The applicant proposes to amend Planned Development District No. 734 for the expansion of E.D. Walker Middle School to serve students in Kindergarten through eighth grade. The building additions include classrooms, gymnasium, and various site and infrastructure upgrades. After the site improvements, the applicant has indicated that enrollment will approach 1,100 students, with an overall classroom count of 47, comprised of 16 classrooms of K-5 and 31 classrooms of 6th and 8th grade.

The school has operated within the community for a substantial period. The use is compatible with the adjacent single-family neighborhood and continues to serve as an amenity to the residents of the surrounding community. Since the site is subject to PD

conditions and a Traffic Management Plan requiring periodic update, staff believes that even with the school expansion, there are sufficient mechanisms in place to ensure the operation continues to run optimally over the years.

Market Value Analysis

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets to orange, representing the weakest markets. While the subject site is not located within an identified market type category, it is surrounded on the all sides by Category “C” and Category “H” and “E” to the north.

Off-Street Parking:

Parking will be provided per the Development Code. Pursuant to Section 51A-4.204(17), each kindergarten/elementary school classroom requires one and one-half parking spaces and each junior high/middle school classroom requires three and one-half parking spaces. Based upon the proposed composition of classrooms, a total of 133 parking spaces will be required. The applicant is proposing to exceed this requirement by providing 140 parking spaces, as depicted on the development plan.

Landscaping:

Landscaping will be provided per the development plan, which outlines a summary of the proposed design standards.

List of Officers

DALLAS INDEPENDENT SCHOOL DISTRICT.

BOARD OF TRUSTEES.

- District 1 Edwin Flores, 1st Vice President
- District 2 Dustin Marshall
- District 3 Dan Micciche, President
- District 4 Jamie Resendez
- District 5 Lew Blackburn, Ph. D
- District 6 Joyce Foreman, 2nd Vice President
- District 7 Audrey Pinkerton, Board Secretary
- District 8 Miguel Solis
- District 9 Bernadette Nutall

Applicant's Proposed Conditions

ARTICLE 734.

PD 734.

SEC. 51P-734.101. LEGISLATIVE HISTORY.

PD 734 was established by Ordinance No. 26146, passed by the Dallas City Council on October 26, 2005. (Ord. 26146)

SEC. 51P-734.102. PROPERTY LOCATION AND SIZE.

PD 734 is established on property located at the southeast corner of Wozencraft Drive and Nuestra Drive. The size of PD 734 is approximately 20.93 acres. (Ord. 26146)

SEC. 51P-734.103. 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. (Ord. 26146)

SEC. 51P-734.104. DEVELOPMENT PLAN.

- (a) For a public school other than an open-enrollment charter school, development and use of the Property must comply with the development plan (Exhibit 734A). In the event of a conflict between the text of this article and the development plan, the text of this article controls.
- (b) For all other uses, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply. (Ord. 26146)

SEC. 51P-734.105. MAIN USES PERMITTED.

- (a) Except as otherwise provided in this section, the only main uses permitted in this district are those main uses permitted in the R-16(A) Single Family District, subject to the same conditions applicable in the R-16(A) Single Family District, as set out in Chapter 51A. For example, a use permitted in the R-16(A) Single Family 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 R-16(A) Single Family District is subject to DIR in this district; etc.
- (b) A public school other than an open-enrollment charter school is permitted by right. (Ord. 26146)

SEC. 51P-734.106. ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217. (Ord. 26146)

SEC. 51P-734.107. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. In the event of a conflict between this section and Division 51A-4.400, this section controls.)

(a) In general. Except as otherwise provided in this section, the yard, lot, and space regulations for the R-16(A) Single Family District apply in this district.

(b) Front yard. For a public school other than an open-enrollment charter school, minimum front yard is as shown on the development plan 35 feet.

(c) Side and rear yard. For a public school other than an open-enrollment charter school, minimum side and rear yard is as shown on the development plan 20 feet.

(d) Height. For a public school other than an open-enrollment charter school, maximum structure height is 30 feet. Height projections are allowed in accordance with 51A- 4.408(a)(2).

(e) Lot coverage. For a public school other than an open-enrollment charter school, maximum lot coverage is 25 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not. (Ord. 26146)

SEC. 51P-734.108. OFF-STREET PARKING AND LOADING.

(a) Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

~~(b) For a public school other than an open-enrollment charter school, a minimum of 164 spaces are required and must be provided as shown on the development plan.~~

~~(c) For a public school other than an open-enrollment charter school, additional off street parking must be provided in compliance with Section 51A-4.204 when additional classrooms are located or constructed within the buildable area shown on the development plan.~~

(d) For a public school other than an open-enrollment charter school, off-street parking is allowed in the required front yards. (Ord. 26146)

SEC. 51P-734.109. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. 26146)

SEC. 51P-734.110. LANDSCAPING.

- (a) Except as provided in this section, landscaping must be provided in accordance with Article X.
- (b) For a public school other than an open-enrollment charter school, landscaping must be provided as shown on the development plan.
- (c) Plant materials must be maintained in a healthy, growing condition. (Ord. 26146)

SEC. 51P-734.111. FENCES.

For a public school other than an open-enrollment charter school, fences are permitted at the maximum height allowed in the R-16(A) Single Family District of five feet in the locations shown on the development plan. (Ord. 26146)

SEC. 51P-734.112. SIGNS.

- (a) Except as provided in this section, signs must comply with the provisions for non-business zoning districts in Article VII.
- (b) For a public school other than an open-enrollment charter school, signs are permitted at the sizes and in the locations as shown in the development plan. (Ord. 26146)

SEC. 51P-734.113. 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. (Ord. 26146)

SEC. 51P-734.114. 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 district until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. 26146)

~~SEC. 51P-734.115. ZONING MAP.~~

~~PD 734 is located on Zoning Map No. D-7. (Ord. 26146)~~

CPC ACTION:
November 15, 2018

Motion: It was moved to recommend **approval** of an amendment to Planned Development District No. 734 for a public school other than an open-enrollment charter school, subject to a revised development plan, revised landscape plan, traffic management plan, and conditions on property zoned Planned Development District No. 734, on the southeast corner of Nuestra Drive and Wozencraft Drive.

Maker: Murphy
Second: Schultz
Result: Carried: 12 to 0

For: 12 - Rieves, Davis, Shidid, Carpenter, Lewis, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley

Against: 0
Absent: 1 - West
Vacancy: 2 - District 3, District 7

Notices: Area: 500 Mailed: 214
Replies: For: 8 Against: 21

Speakers: For: Rob Baldwin, 3904 Elm St., Dallas, TX, 75226
Against: None

November 5, 2018

PK# 4032-17.390

Z178-221

TRAFFIC MANAGEMENT PLAN

Project:

DISD E.D. Walker Middle School

In Dallas, Texas

Prepared for:

City of Dallas

On behalf of:

Dallas Independent School District

Prepared by:



Hunter W. Lemley, P.E.



7557 Rambler Road, Suite 1400
Dallas, Texas 75231-2388
(972) 235-3031 www.pkce.com
TX.REG: ENGINEERING FIRM F-469
TX. REG. SURVEYING FIRM LS-100080-00

December 3, 2018



TRAFFIC MANAGEMENT PLAN
DISD E.D. Walker Middle School
Dallas, Texas

TABLE OF CONTENTS

INTRODUCTION	1
<i>School Description</i>	1
<i>TMP Objectives</i>	2
<i>Methodology</i>	3
<i>Expectations</i>	4
<i>Changes to TMP</i>	4
Traffic Management Plan	5
<i>Acknowledgement Statement</i>	7

Exhibit 1. Recommendations/Proposed Conditions - Elementary School

Exhibit 2. Recommendations/Proposed Conditions - Middle School

November 5, 2018



INTRODUCTION

The services of **Pacheco Koch** (PK) were retained by Baldwin Associates, on behalf of **Dallas Independent School District**, to prepare a Traffic Management Plan (TMP) for E.D. Walker Middle School (the "School") located at 12532 Nuestra Drive in Dallas, Texas. This TMP is site-specific and relates to the peak traffic activity associated with school traffic at the site.

DISD is seeking amend the Planned Development District for the property from the City of Dallas (the "Approving Agency") to facilitate proposed site Improvements. Submittal of a TMP, prepared by a registered professional engineer experienced and skilled in the field of traffic/transportation engineering, is one of the requirements of Approving Agency's application process. This TMP was prepared by registered professional engineers employed by Pacheco Koch. Pacheco Koch is a licensed engineering firm based in Dallas, Texas, that provides professional services in traffic engineering, transportation planning, and other fields.

School Description

The School consists of an existing middle school with grades 6th through 8th. Proposed site improvements include the construction of a new kindergarten and elementary school building and new gymnasium areas. Site improvements are anticipated to be completed for the 2019-2020 school year. After the proposed site improvement, DISD anticipates enrollment will increase to 1,100 students.

The Elementary School is proposed to start at 7:45 AM and end at 2:55 PM, while the Middle School currently starts at 8:25 AM and ends at 3:35 PM. Current enrollment is 758 students. A summary of the existing and future school enrollment is provided in **Table 1**.

Table 1. School Enrollment Summary

GRADES	EXISTING	PROPOSED
K – 5 th Grade	–	350
6 th – 8 th Grade	758	750
TOTAL	758	1,100

*Enrollment Data provided by DISD

Access to the campus is provided on Nuestra Drive and Wozencraft Drive. Nuestra Drive, a local street, intersects with Wozencraft Drive, a local street, at the northwest corner of the property. Land uses surrounding the site are exclusively single-family residential.

Existing school zones surrounding the school are located on Nuestra Drive and Wozencraft Drive.

November 5, 2018



TMP Objectives

A Traffic Management Plan (TMP) is a site- or area-specific plan of recommended actions and strategies to manage vehicular traffic and parking, pedestrian activity, and travel by all other modes during peak demand conditions for a planned event. The "Objectives" of a TMP are to:

1. Provide a safe environment for all Users on site and the travelling public in the vicinity of the site during the Event times;
2. Minimize (and maintain within reasonable levels) travel delays and traffic congestion on site and in the vicinity of the site during the Event;
3. Ensure reasonable access and circulation is maintained on the public street system in the vicinity of the site during the Event;
4. Provide appropriate information to the travelling public in the vicinity of the site to allow for proper awareness of anticipated traffic conditions during the Event; and,
5. Promote reasonable strategies to manage travel demand to and from the site, including use of alternative modes of travel (such as walk, bike, bus, transit, etc.), when practical.

DEFINITIONS:

Terms are used in this report:

"Event" – a planned event(s), recurring or non-recurring, for which this TMP is being prepared (i.e., "school day")

"School" (a.k.a., "Event Organizer") – the person, group, or organization responsible for the Event

"TMP Manager" – a person or persons designated by the School to implement the TMP (also see additional tasks in the *Expectations* section)

"Users" – guests/patrons attending the Event

"Analyst" – the person(s) preparing the TMP for the School

"Approving Agency" – the municipality or government agency requiring the Traffic Management Plan

"Traffic Department" – the department of the public agency responsible for traffic operations for a given right-of-way

"Site" – the property at which the Event is located (generally assumed to be occupied by the School)

"TMP Strategies" – actions recommended by the Analyst to be undertaken before, during, or after the Event in order to manage traffic on or off site

November 5, 2018



"Parent Waiting Area" - the area for the parent/guardian of a student to wait and load their student into the vehicle. This parent/guardian chooses to bypass the intended queuing line and park. (For a managed queue, the parent/guardian walks up to the school building to pick-up their student).

DISCLAIMERS:

A TMP should be developed by, or in concert with, an individual familiar with the general characteristics of the Event and the associated traffic/transportation needs. For this study, PK worked with School representatives to develop the proposed recommendations.

Recommended TMP Strategies should be based upon applicable engineering principles of traffic safety and traffic operations.

Any recommended TMP Strategies involving traffic control devices in the public right-of-way (including installation or removal of signs, pavement markings, etc.) are subject to the approval of, and must be implemented under direction of, the Traffic Department.

No private individual should perform, or attempt to perform, any act of traffic control within public right-of-way; only deputized officers of the law or other authorized representatives of the Traffic Department may manipulate traffic conditions within the public right-of-way.

The recommendations presented in this report reflect Pacheco Koch's assessment of current and projected traffic needs based on observations and professional judgment and incorporate feedback from DISD representatives. Pacheco Koch is not responsible for operations at the school; however, the recommendations have been presented to on-site school personnel with authority over implementation of the Plan (see **Exhibit 1** and **Exhibit 2** for on-site contact information). Pacheco Koch was not involved with site selection, site design, or the current operations for this project.

Methodology

When feasible, the Analyst should conduct first-hand observations of existing event to develop an understanding of site-specific traffic/transportation characteristics, such as: drop-off/pick-up frequency, parking needs, alternative travel mode use, safety issues, queuing, traffic congestion, site access, current traffic management strategies in use, etc. When it is not feasible to conduct such observations, interviews with staff or personnel familiar with those items is desirable. When neither option is available, the Analyst may be required to rely upon published information and/or professional judgment and experience.

Once the base information is assembled, the Analyst should estimate the projected traffic/transportation characteristics generated by the proposed Event. Next, the Analyst should inventory the attributes and resources of the subject site and determine how the site can best accommodate those projected conditions. Based upon that assessment, the recommended TMP Strategies shall be developed to optimally achieve the basic TMP Objectives. The recommended

November 5, 2018



TMP Strategies should be reviewed by the School (ideally, the TMP Manager) for refinement and approval before formal submittal to the Approving Agency.

Expectations

NOTE TO SCHOOL: By submittal of a TMP to the Approving Agency, the School is implicitly agreeing to implement, maintain, and comply with the recommended actions presented herein subject to acceptance by Approving Agency and any associated conditions Approving Agency may impose. It is also inferred that the School agrees to be self-accountable for these actions until and unless Approving Agency deems further measures are appropriate or the TMP is no longer required.

Recommended TMP Strategies may include one-time measures to be implemented before the Event and/or ongoing actions to be performed before, during, or after the Event. Recommended TMP Strategies involving on-site measures or actions are generally considered to be the responsibility of the School.

To ensure appropriate compliance and consistent implementation of the TMP, it is recommended that the School appoint a TMP "Manager". In general, a Manager should be a qualified and capable individual or group of individuals assigned to take responsibility of the TMP and be accountable for successful implementation in order to achieve the Objectives described earlier (see "Exhibit 1" and "Exhibit 2"). Other specific duties of the Manager include:

- Monitor effectiveness of TMP strategies and make prudent adjustments, as needed, to more effectively accomplish the TMP Objectives
- Maintain an awareness of readily-available alternative transportation modes serving the site and facilitate and promote their use during the Event when practical
- Serve as a liaison to the Approving Agency(-ies), when needed
- When applicable, provide training and direction to other personnel assigned to implement the TMP measures
- Provide instruction to Users on how to comply with the intent of the TMP

Recommended TMP Strategies were developed specifically for the period(s) of peak traffic demand and are depicted in the respective exhibit. For periods of less intense traffic demand, recommended TMP Strategies may be utilized, in part or in whole, as needed to realize the TMP Objectives.

Changes to TMP

Informal changes to any recommended TMP Strategies presented herein to improve efficiency or effectiveness may be implemented at the discretion of the School if those changes are prudent and do not compromise the TMP Objectives. It is recommended that changes implemented under such circumstances be documented and retained by the School for future reference or upon request. At the discretion of the Approving Agency, submittal of a formally revised TMP

November 5, 2018



report/document or a validation study may be required on a predetermined or as-needed basis.

TRAFFIC MANAGEMENT PLAN

NOTE: Recommended TMP Strategies contained herein are based upon the best data, site-specific information, and analytical processes readily available at the time of the study. However, specific quantities related to traffic congestion at peak periods (e.g., duration, length of queue, etc.) are estimated values. Actual quantities may vary due to unknown or unquantifiable variables and other operational factors that may occur. In the event that actual, future conditions generate undue burden on Users and/or the travelling public, modifications to the TMP should be considered. (See preceding NOTE for guidance on implementing changes to the TMP.) However, in extreme conditions, TMP actions may not be capable of mitigating all traffic conditions, and it may be incumbent on the School to consider operational, institutional, or other long-term changes to address issues on a more permanent basis.

Graphical summaries of recommendations and proposed conditions are depicted in **Exhibit 1** and **Exhibit 2**.

A summary of general guidance for additional practices is provided below:

- Parent drop-off/pick-up activity within public right-of-way should always be avoided to maximize personal safety. All queuing, parking, and loading/unloading should be accommodated within the school property boundaries.
- Within the school property, school employees may implement all measures identified in the Traffic Management Plan but shall not interact with motorists or manipulate traffic within the public right-of-way. Only deputized officers of the law may engage or attempt to influence traffic operations in public right-of-way.

A summary of existing conditions is provided below:

- Parent pick-up activity currently occurs on-site and on Wozencraft Drive.
- Traffic operations at the intersection of Nuestra Drive and Wozencraft Drive is a minor STOP-approach on Wozencraft Drive and contains both heavy inbound and outbound traffic. The intersection's approach includes outbound left-turn and right-turn lanes.
- Buses stage at the recessed area on Nuestra Drive, located west of the school building.

A summary of specific recommendations for **Exhibit 1** (Elementary School) is provided below:

December 3, 2018



1. **Enforce existing, on-street parking restrictions in residential areas** -- Enforce existing, on-street parking restrictions along both curbsides of Wozencraft Drive and Nuestra Drive adjacent to school during school traffic periods. [Intent: to minimize traffic congestion on thoroughfares.]
 - Traffic is to enter the area via Nuestra Drive and enter the school site from the eastern-most driveway from Wozencraft Drive. Ingress traffic from the eastern-most driveway shall queue around the eastern side and southern side of the school building. The beginning of the queue shall start at the western side of the school building.
 - Traffic is to exit onto Nuestra Drive from the northern-most driveway. Queuing traffic is intended not to enter the reserved parking areas. Traffic cones should be used to define the circulation path and separate the reserved parking lot circulation from the queue circulation.
 - Bus loading/unloading shall be located at the northern side of the school building and separated from the queuing circulation. Buses are to enter the school site from the western-most driveway on Wozencraft Drive and exit the eastern-most driveway on Wozencraft Drive.

A summary of specific recommendations for **Exhibit 2** (Middle School) is provided below:

1. **Enforce existing, on-street parking restrictions in residential areas** -- Enforce existing, on-street parking restrictions along both curbsides of Wozencraft Drive and Nuestra Drive adjacent to school during school traffic periods. [Intent: to minimize traffic congestion on thoroughfares.]
 - Traffic is to enter the area via Nuestra Drive and enter the school site from the eastern-most driveway from Wozencraft Drive. Ingress traffic from the eastern-most driveway shall queue around the eastern side and exit the queue around the southern side of the school building. The beginning of the queue shall start at the south-eastern side of the school building.
 - Traffic may enter the school site from Nuestra Drive at the northern-most driveway to enter the reserved parking lot, west of the school building. Traffic cones should be used to define the circulation path and separate the reserved parking lot circulation from the bus circulation.
 - Bus loading/unloading shall be located at the western side of the school building and separated from the queuing circulation. Buses are to enter the school site from the southern-most driveway on Nuestra Drive and exit the northern-most driveway on Nuestra Drive. It is recommended that staff assist at the on-site conflict point between entering buses and exiting parent vehicles.

December 3, 2018

**Acknowledgement Statement****REVIEW AND COMMITMENT**

This school traffic management plan (TMP) for E.D. Walker Middle School was developed with the intent of optimizing safety and efficiently accommodating vehicular traffic generated during the school's typical student drop-off and pick-up periods. It is important to note that a concerted and ongoing effort by and the full participation of the school administration are essential to accomplish these goals.

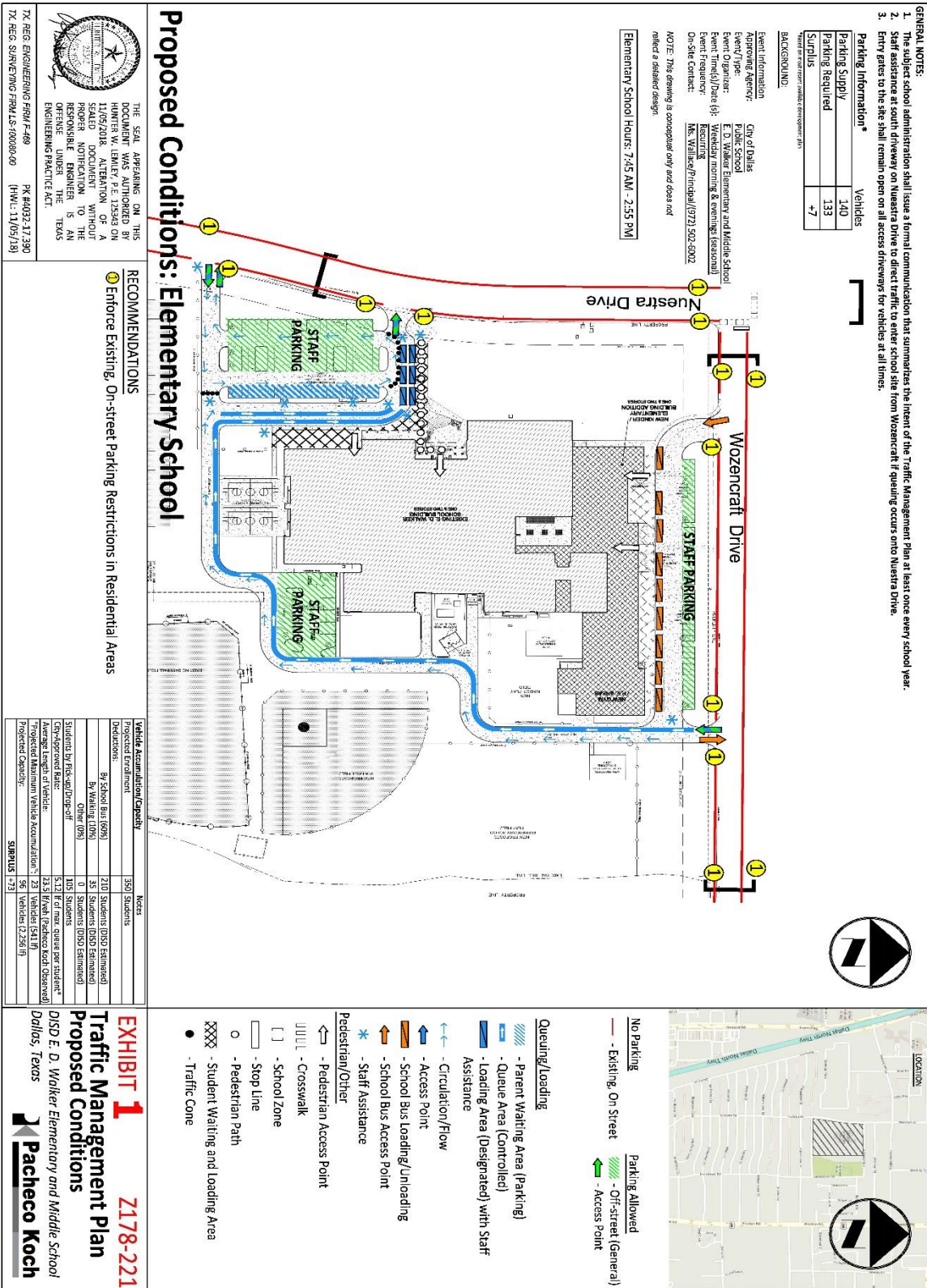
By the endorsement provided below, the school administration hereby agrees to implement, adhere to, and support the strategies presented in this TMP for which the school is held responsible until or unless the City of Dallas deems those strategies are no longer necessary or that other measures are more appropriate.

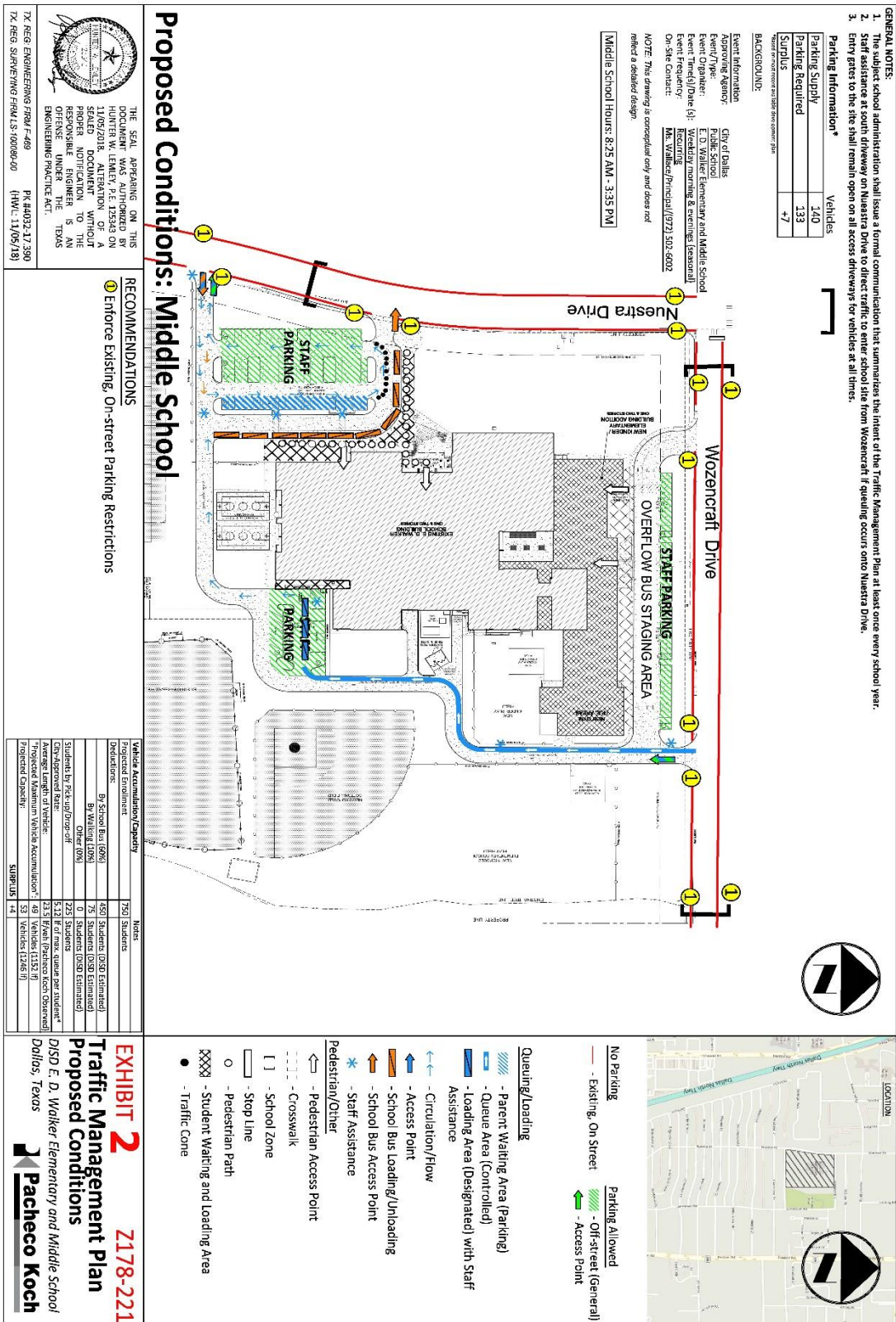

Signature

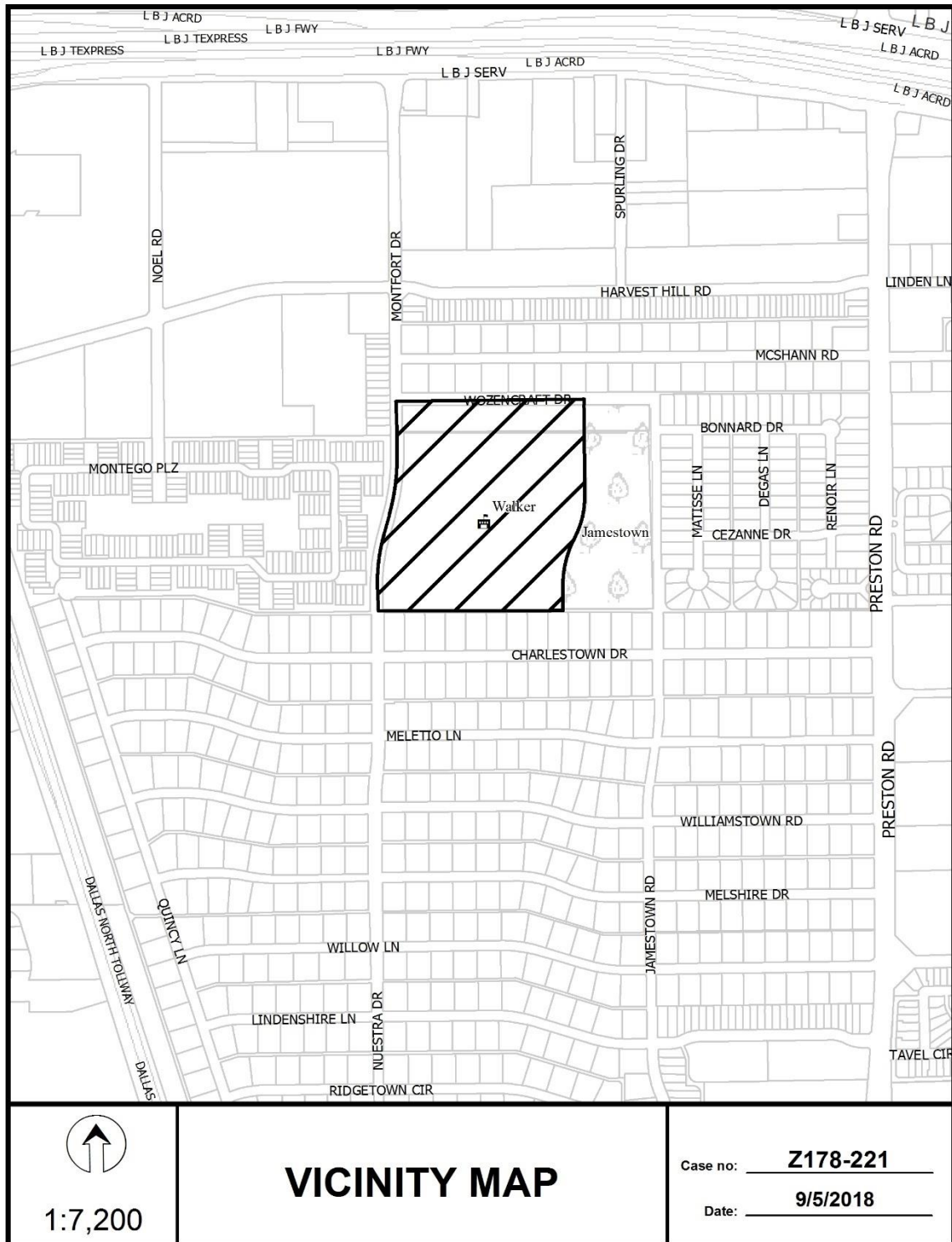
12-3-18
Date

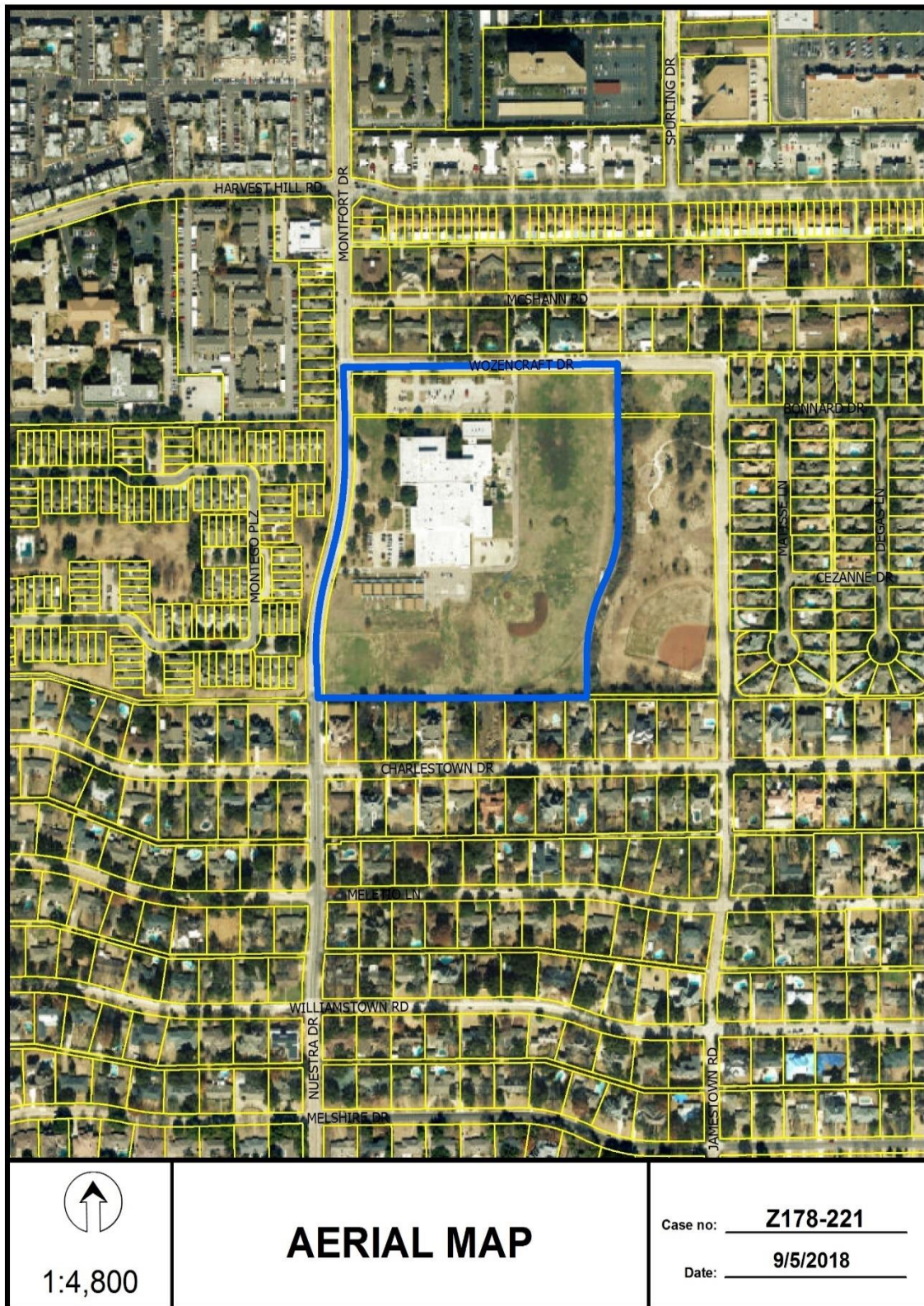
Name: Holly Wallace
Title: Principal

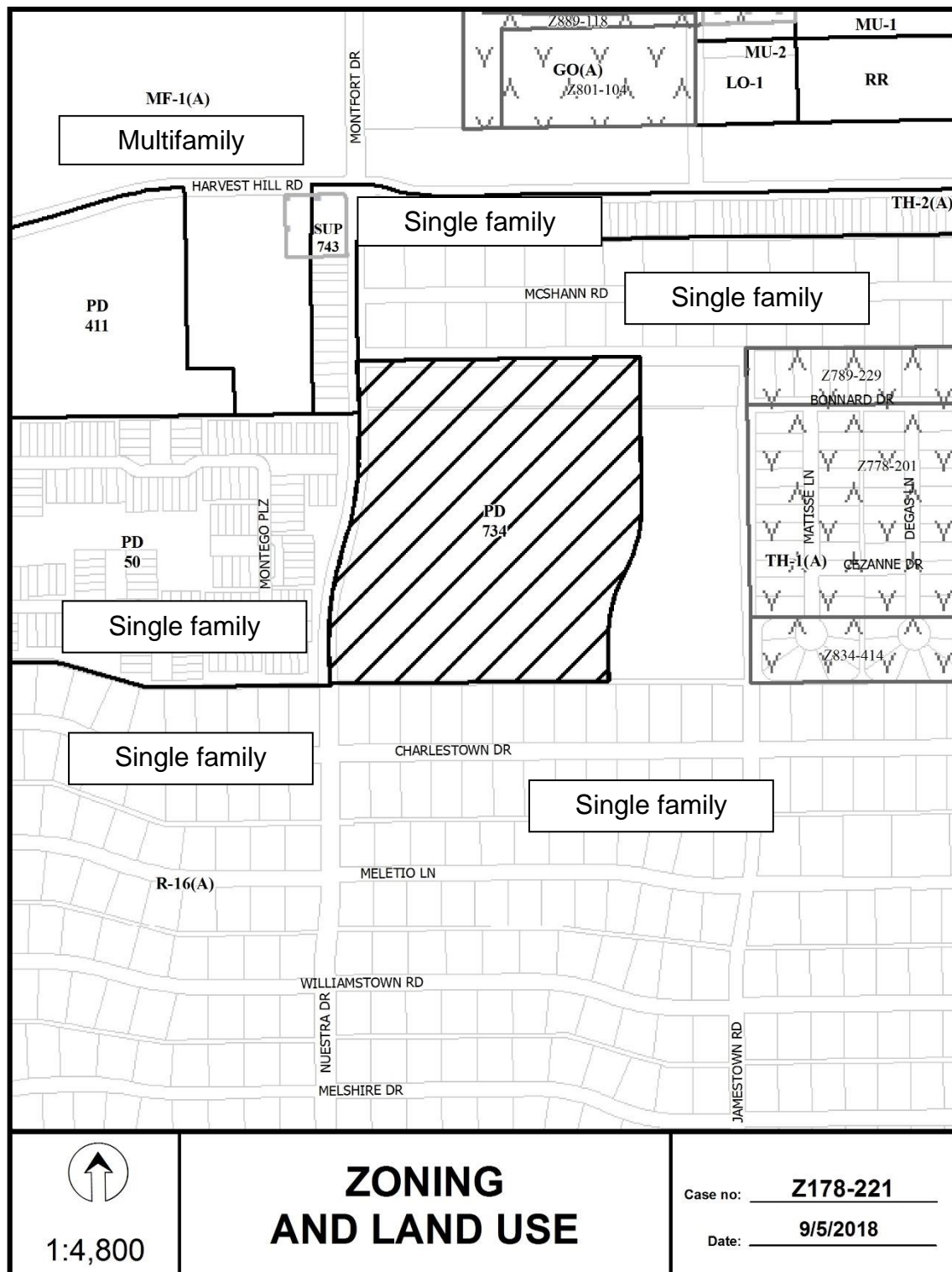
END OF MEMO



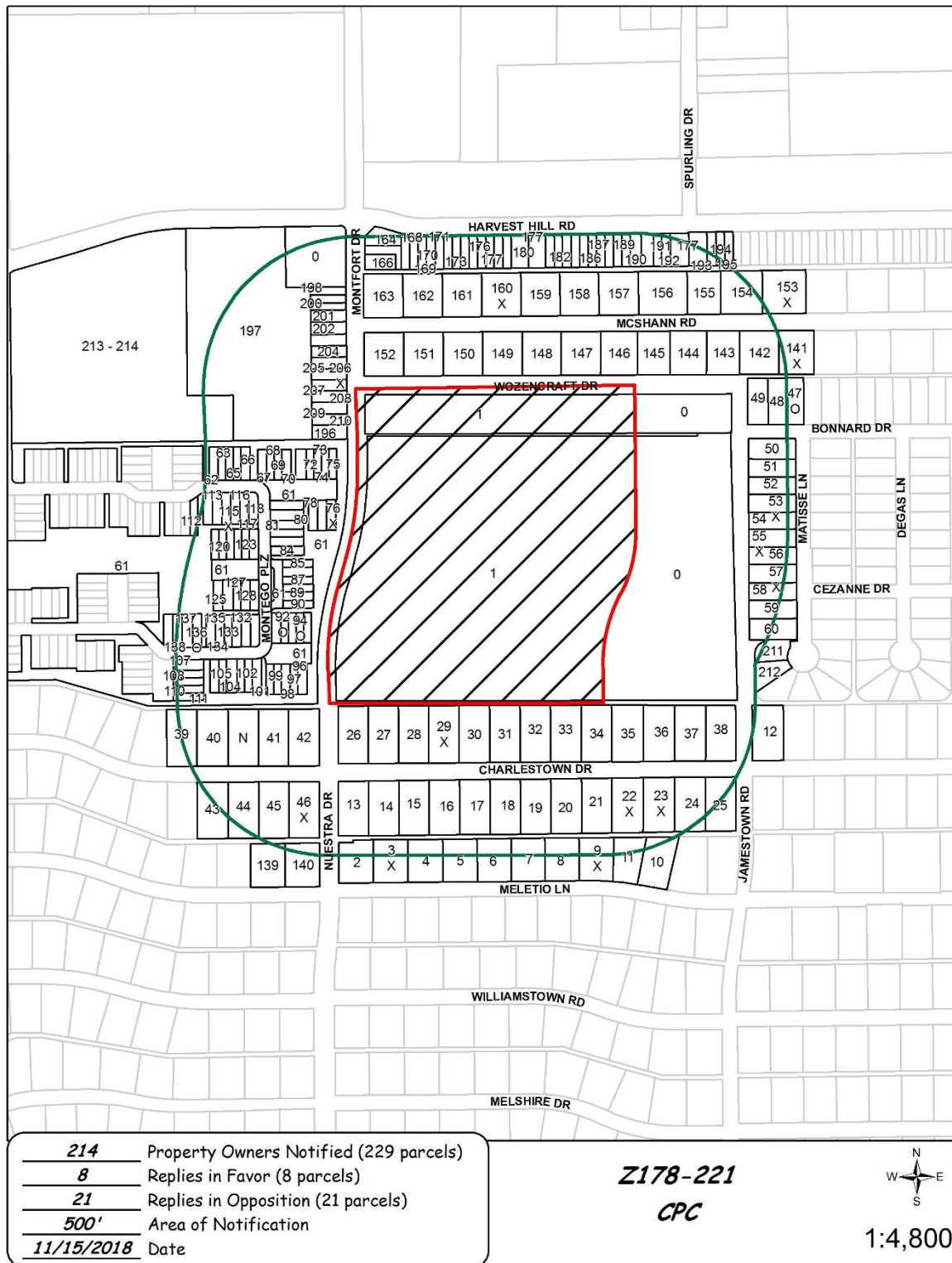








CPC RESPONSES



11/14/2018

Reply List of Property Owners***Z178-221******214 Property Owners Notified 8 Property Owners in Favor 21 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	12532 NUESTRA DR	Dallas ISD
	2	5707 MELETIO LN	JONES KURT A & NIKKI DIAMOND
X	3	5715 MELETIO LN	BOHART PHILIP G & LAUREN L
	4	5723 MELETIO LN	J TWO DEVELOPMENT INC
	5	5731 MELETIO LN	DEVLEER GARY & KATHLEEN
	6	5739 MELETIO LN	MCGLOTHLIN DARDEN A
	7	5747 MELETIO LN	ABOUZAGLO SHIMON &
	8	5811 MELETIO LN	TWOMEY MICHAEL E & HEATHER B
X	9	5821 MELETIO LN	HIRSCH BERNARD SAMUEL
	10	5841 MELETIO LN	GOLDSTEIN JOSHUA & CYREL
	11	5831 MELETIO LN	MEYERCORD DAVID K
	12	5907 CHARLESTOWN DR	BAREA JOSE J
	13	5708 CHARLESTOWN DR	GLAUBEN MAX & FRIEDA
	14	5716 CHARLESTOWN DR	FEINSTEIN JACOB & ALLISON
	15	5724 CHARLESTOWN DR	JOHRI ANAPAM & HAIDY KARYNA
	16	5732 CHARLESTOWN DR	CANHAM RUSSELL & RAKSHA JAIN
	17	5740 CHARLESTOWN DR	SULLIVAN BRIAN J
	18	5748 CHARLESTOWN DR	SOLARI JACK T &
	19	5808 CHARLESTOWN DR	MCFADDEN MICHAEL & ERIKA
	20	5816 CHARLESTOWN DR	MEISENHEIMER FREDDIE EDWARD & SIDNEY J
	21	5824 CHARLESTOWN DR	ARLEN LISA CURTRIGHT
X	22	5832 CHARLESTOWN DR	CLEMENTS GERARD H & PAMELA
X	23	5840 CHARLESTOWN DR	LASHAK ISRAEL JOSE &
	24	5848 CHARLESTOWN DR	RENDLEMAN RYAN
	25	5856 CHARLESTOWN DR	MIRO FRANCIS G &
	26	5707 CHARLESTOWN DR	DELVECCHIO DAVID C &

Z178-221(CT)

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	5715 CHARLESTOWN DR	MEYER HARRY ROBERT
	28	5723 CHARLESTOWN DR	ROWE WILLIAM CHRIS &
X	29	5731 CHARLESTOWN DR	PRAGER SAMUEL J & ANNETTE H
	30	5739 CHARLESTOWN DR	COREY CARRIE MILLER &
	31	5747 CHARLESTOWN DR	PEDERNALES DEVELOPMENT COMPANY
	32	5807 CHARLESTOWN DR	MLH TRUST
	33	5815 CHARLESTOWN DR	36 POWER EQUITY LLC
	34	5823 CHARLESTOWN DR	DAVIS JOSHUA RUBIN &
	35	5831 CHARLESTOWN DR	WEISS DAVID M & BARBARA L
	36	5839 CHARLESTOWN DR	GARDNER MICHAEL & JULIE
	37	5847 CHARLESTOWN DR	MOORE RICHARD M & TONYA L
	38	5857 CHARLESTOWN DR	EHLE RYAN M
	39	5625 CHARLESTOWN DR	WILLIAMS CANDACE KANE
	40	5633 CHARLESTOWN DR	LEWIS ARACELI
	41	5649 CHARLESTOWN DR	HURST MONTE K & BONNIE Y
	42	5657 CHARLESTOWN DR	FLEISHMANN ROBERT N &
	43	5634 CHARLESTOWN DR	SCHNEIDER STEVEN &
	44	5642 CHARLESTOWN DR	GONZALES CONSUELO
	45	5650 CHARLESTOWN DR	HENRY CRAIG JAMES
X	46	5658 CHARLESTOWN DR	MURPHY FRANK H & LOUISE D
O	47	5911 BONNARD DR	MATARRANZ SALLY SMITH &
	48	5907 BONNARD DR	HORTON DON G
	49	5903 BONNARD DR	CARROLL RUSSELL L & NANCY J
	50	12541 MATISSE LN	HUNDAHL PAMELA H
	51	12539 MATISSE LN	SMITH BIRL HOWARD
	52	12535 MATISSE LN	FOLSE MOLLY WOODWORTH
X	53	12531 MATISSE LN	BURKS KEITH E & KELLEY G
	54	12527 MATISSE LN	DUGGER WYLIE BENJAMIN III &
X	55	12523 MATISSE LN	ATWOOD NINA J &
	56	12519 MATISSE LN	BLACKBURN C RALPH II
X	57	12515 MATISSE LN	ALVIS JAMES L &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	12511 MATISSE LN	SMITH JAMES M TRUSTEE
	59	12507 MATISSE LN	12507 MATISSE LN LLC
	60	12503 MATISSE LN	MUIRHEAD LAWRENCE &
	61	900001 NO NAME ST	PRESTON SQUARE INC
	62	12251 MONTEGO PLAZA	WOODARD RICHARD M
	63	12253 MONTEGO PLAZA	LEWIS RICK A
	64	12255 MONTEGO PLAZA	CHAFETZ PAUL K
	65	12257 MONTEGO PLAZA	PERKINS FAMILY TRUST A
	66	12259 MONTEGO PLAZA	PAPPAS ANTIGONI
	67	12261 MONTEGO PLAZA	MOERSCHELL MARIE B
	68	12263 MONTEGO PLAZA	WHITEHURST MARY EVELYN
	69	12265 MONTEGO PLAZA	MCCOY DONNY G & MELISSA A
	70	12267 MONTEGO PLAZA	CAVITT CAROL H
	71	12271 MONTEGO PLAZA	PIZITZ SHERI L
	72	12273 MONTEGO PLAZA	PUMPELLE WILFRED C
	73	12275 MONTEGO PLAZA	TIGNOR REVOCABLE TRUST
	74	12277 MONTEGO PLAZA	THOMPSON EVELYN CORINNE B
	75	12279 MONTEGO PLAZA	FOGEL MELANIE GOLDSTEIN
X	76	12301 MONTEGO PLAZA	MOORE VIRGINIA W
	77	12305 MONTEGO PLAZA	ARNETT SUSAN C
	78	12309 MONTEGO PLAZA	JAFFE RICHARD B &
	79	12311 MONTEGO PLAZA	COOPER SUZAN K
	80	12315 MONTEGO PLAZA	CLEAVELAND BARBARA
	81	12317 MONTEGO PLAZA	PRESCOTT MATTHEW CHARLES &
	82	12319 MONTEGO PLAZA	CRAFT JOAN M
	83	12321 MONTEGO PLAZA	TOBOLOWSKY PEGGY MARIE
	84	12323 MONTEGO PLAZA	DIBBERN MARY ELIZABETH WILSON
	85	12327 MONTEGO PLAZA	JOSEPHSON SCOTT R
X	86	12329 MONTEGO PLAZA	THOMPSON CHARLENE
	87	12331 MONTEGO PLAZA	ROSENBAUM FRANKLIN &
X	88	12333 MONTEGO PLAZA	RANEY BRIDGET G

Z178-221(CT)

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	89	12335 MONTEGO PLAZA	MATLOCK BARBARA ANN F
	90	12337 MONTEGO PLAZA	CALDWELL BRUCE J JR & SUSAN J
	91	12341 MONTEGO PLAZA	MARSHALL FRANK W
O	92	12343 MONTEGO PLAZA	BROWN GARY M & LINDA T
X	93	12345 MONTEGO PLAZA	WALKER PAMELA MARGARET
O	94	12347 MONTEGO PLAZA	ODOM ELIZABETH M
X	95	12349 MONTEGO PLAZA	ROLATER HOLLY J
	96	12351 MONTEGO PLAZA	AUERBACH DONALD & LINDA
	97	12353 MONTEGO PLAZA	PICKERING DOUG & JOAN
	98	12355 MONTEGO PLAZA	MATHEWS CLOVIS A
	99	12357 MONTEGO PLAZA	BOWES JUDITH E
O	100	12359 MONTEGO PLAZA	SAMPSON ADELAIDE O
	101	12361 MONTEGO PLAZA	KISTLER PHILIP C
	102	12363 MONTEGO PLAZA	ARTMAN ELIZABETH KELLY
X	103	12365 MONTEGO PLAZA	MULKEY LAUREN
	104	12367 MONTEGO PLAZA	MCELVANEY FRANCES O
	105	12369 MONTEGO PLAZA	DEAK ENID B
	106	12371 MONTEGO PLAZA	RUMSEY R LOUIS & ANNE O
	107	12381 MONTEGO PLAZA	LIEBMAN EDWARD C &
	108	12383 MONTEGO PLAZA	MULKEY VIRGINIA MARTIN
	109	12385 MONTEGO PLAZA	STRELITZ DARREL
	110	12387 MONTEGO PLAZA	TOMARELLI HENRY J &
	111	12389 MONTEGO PLAZA	KELLY CHARLOTTE S
	112	12242 MONTEGO PLAZA	WENDORF DENVER F JR EST OF
	113	12244 MONTEGO PLAZA	MILLOT JOAN M
	114	12246 MONTEGO PLAZA	CASABURRI CAROL
X	115	12248 MONTEGO PLAZA	BELL LISA BERRES
	116	12250 MONTEGO PLAZA	CHRISTIAN PATRICIA & LARRY D
	117	12252 MONTEGO PLAZA	LUDWICK MARY K
	118	12254 MONTEGO PLAZA	GREGORY RONNIE L & HERLINDA URENA
	119	12334 MONTEGO PLAZA	RAMZY DAVID F &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	120	12332 MONTEGO PLAZA	SEEBERGER RUDOLGH G TR
	121	12330 MONTEGO PLAZA	JOHNSON MARK G
	122	12328 MONTEGO PLAZA	WHALEY ANDREW L
	123	12326 MONTEGO PLAZA	OLTROGGE EUGENE M &
	124	12324 MONTEGO PLAZA	GRUEN ALYSSA
	125	12340 MONTEGO PLAZA	FOLMNSBEE CATHY & GARY LIVING TR
	126	12342 MONTEGO PLAZA	SWAAB RUTH W
	127	12344 MONTEGO PLAZA	BUELL ROSEMARY B
	128	12346 MONTEGO PLAZA	THELMA WALDSTEIN SWANGO TRUST
	129	12348 MONTEGO PLAZA	KOORENNY KATHRYN L &
	130	12362 MONTEGO PLAZA	ROUTH SUSAN C TRUSTEE
O	131	12364 MONTEGO PLAZA	MULLEN JAMES M & SANDRA A
	132	12366 MONTEGO PLAZA	VANCE EDDINS TRUST
	133	12368 MONTEGO PLAZA	MONTEGO 12368 LAND TRUST
	134	12370 MONTEGO PLAZA	NEVITT AUSTIN J
	135	12372 MONTEGO PLAZA	LENOX DOREEN A TR
O	136	12380 MONTEGO PLAZA	BOWLES MARY J TRUSTEE
	137	12382 MONTEGO PLAZA	STRIEF MARY L
	138	12384 MONTEGO PLAZA	ROSSBACH JAN PHILIPP &
	139	5617 MELETIO LN	INVESTORS CAPITAL FUNDING LLC
	140	5623 MELETIO LN	MULLENIX LOUIS W
X	141	5834 MCSHANN RD	ISRAEL ACHDUT
	142	5828 MCSHANN RD	DAVIS CHARLES
	143	5740 MCSHANN RD	BRODEN HELEN L
	144	5732 MCSHANN RD	WILLIAMS BERNARD JR TRUSTEE ET AL
	145	5724 MCSHANN RD	MCDONALD FRED G
	146	5716 MCSHANN RD	BAKER IRVING A
	147	5708 MCSHANN RD	PRINCE DR ROBERT
	148	5640 MCSHANN RD	CONGREGATION MIKVAH
	149	5632 MCSHANN RD	SNOW RUBY D
	150	5624 MCSHANN RD	WATKINS MYRON H

Z178-221(CT)

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	151	5616 MCSHANN RD	MERRITT JEANETE
	152	5608 MCSHANN RD	CHEN EDDIE
X	153	5821 MCSHANN RD	ACHDUT ISRAEL
	154	5815 MCSHANN RD	OLLISON RUTH ALLEN
	155	5739 MCSHANN RD	WILLIAMS CARL L
	156	5731 MCSHANN RD	FGC VENTURES INC
	157	5715 MCSHANN RD	HOLLEY JOINT REVOCABLE
	158	5707 MCSHANN RD	JUNE OLIVIA ARNOLD
	159	5639 MCSHANN RD	BLAKELY LINDORF SCIPIO
X	160	5631 MCSHANN RD	LEE MIN JUNG &
	161	5623 MCSHANN RD	TANEJA SANJEEV K
	162	5615 MCSHANN RD	HARDIN EVELYN L &
	163	5607 MCSHANN RD	CASEY ZELMA PHILLIPS ET AL
	164	12728 MONTFORT DR	SPENCER JOHN T
O	165	12722 MONTFORT DR	BROWN MATTHEW W
	166	12720 MONTFORT DR	CIAR PERCY
	167	5612 HARVEST HILL RD	TRUJILLO MARIA D
	168	5614 HARVEST HILL RD	STARNES JAMES RONALD &
	169	5616 HARVEST HILL RD	WANG ALEX XIANG
	170	5618 HARVEST HILL RD	HERALDO CLEMENCIA P
	171	5620 HARVEST HILL RD	SHEELER RAY S
	172	5622 HARVEST HILL RD	LUQUE JASON & CHAVA
	173	5624 HARVEST HILL RD	WOOD VICKI D
	174	5626 HARVEST HILL RD	SHEMESH EHUD
	175	5628 HARVEST HILL RD	ISKANDER KAMAL A &
	176	5630 HARVEST HILL RD	AYESH YUVAL
	177	5632 HARVEST HILL RD	DALLAS AREA TORAH ASSOCIATION
	178	5634 HARVEST HILL RD	MICHAELS CARLA
	179	5636 HARVEST HILL RD	REYES GEORGINA L
	180	5640 HARVEST HILL RD	ELFENBEIN ESTER
	181	5706 HARVEST HILL RD	GELLER MICHAEL L

11/14/2018

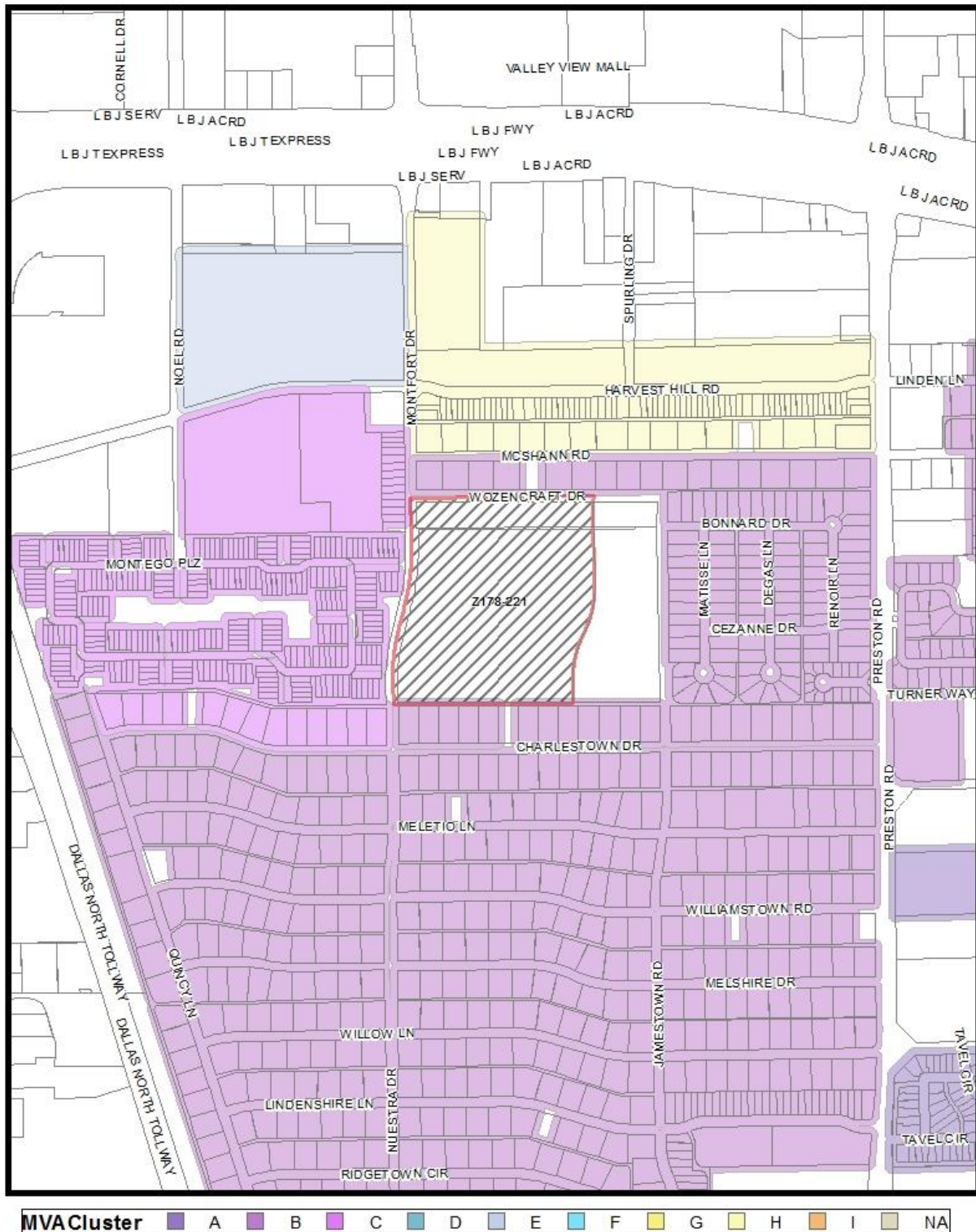
<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	182	5708 HARVEST HILL RD	WORKMAN BENJAMIN & JAMIE
	183	5710 HARVEST HILL RD	FOREE ELIZABETH
	184	5712 HARVEST HILL RD	HANCOCK BEVERLY CHARLES
	185	5714 HARVEST HILL RD	CARTAGENA VICTORINO &
	186	5716 HARVEST HILL RD	MICHAELS CARLA
	187	5718 HARVEST HILL RD	GELDMAN DAVID & TAMAR
O	188	5722 HARVEST HILL RD	CARLSON LAWRENCE OSCAR MANAGEMENT TRUST THE
	189	5724 HARVEST HILL RD	NATINSKY STEVEN A
	190	5728 HARVEST HILL RD	AUTRY MICHAEL L & SUZAN GAIL KEMP
	191	5734 HARVEST HILL RD	BENJAMIN DIANE & JEROME E
	192	5736 HARVEST HILL RD	GOH SWEE HUA
	193	5804 HARVEST HILL RD	1397 EAST 7TH STREET TRUST THE
	194	5808 HARVEST HILL RD	NISSANOV OPHIR
	195	5810 HARVEST HILL RD	LEVI NATALIE
	196	12607 MONTFORT DR	ASHLEY DAVID &
	197	5580 HARVEST HILL RD	WESTDALE TWO CITIES PARTNERS LP
	198	12709 MONTFORT DR	ROZELL MARTHA J & GARLAND
	199	12707 MONTFORT DR	MORENO JUAN C
	200	12705 MONTFORT DR	TOLNAY SHAUN
	201	12703 MONTFORT DR	MARSHALL JUDITH A
	202	12701 MONTFORT DR	WARBURTON SARAH E &
X	203	12623 MONTFORT DR	SINZINGER RICHARD A
	204	12621 MONTFORT DR	BERT ELLIS L & ALLYNE
	205	12619 MONTFORT DR	ROYAL BENJAMIN C JR &
X	206	12617 MONTFORT DR	YOUNG JUDITH C
	207	12615 MONTFORT DR	SUAREZ AMADOR & WILMA
	208	12613 MONTFORT DR	GLIKMAN MARY
	209	12611 MONTFORT DR	MEDINA MARGARITA
	210	12609 MONTFORT DR	ASHLEY DAVID &
	211	12415 MATISSE LN	FOGELMAN MORTON J
	212	12411 MATISSE LN	COX DEBORAH ANN

Z178-221(CT)

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	213	5550 HARVEST HILL RD	STERLING ACQUISITION CORP
	214	5550 HARVEST HILL RD	TREEMONT RETIREMENT LP

Z178-221(CT)



1:7,200

Market Value Analysis

Printed Date: 9/7/2018



Agenda Information Sheet

File #: 19-32

Item #: 39.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 10, 2019
COUNCIL DISTRICT(S): 6
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for IR Industrial Research District uses, a costume rental and theater supply store, and an indoor golf facility on property zoned an IR Industrial Research District, on the southwest corner of Wycliff Avenue and Monitor Street

Recommendation of Staff: Approval, subject to a revised development plan, a mixed use parking chart exhibit, and staff's recommended conditions

Recommendation of CPC: Approval, subject to a development plan, a mixed use parking chart exhibit, and conditions

Z178-278(SM)

FILE NUMBER: Z178-278(SM) **DATE FILED:** June 15, 2018

LOCATION: Southwest corner of Wycliff Avenue and Monitor Street

COUNCIL DISTRICT: 6 **MAPSCO:** 44 C; G

SIZE OF REQUEST: Approx. 2.01 acres **CENSUS TRACT:** 100.00

OWNER / APPLICANT: 1231 Wycliff, LP

REPRESENTATIVE: Rob Baldwin

REQUEST: An application for a Planned Development District for IR Industrial Research District uses, a costume rental and theater supply store, and an indoor golf facility on property zoned an IR Industrial Research District.

SUMMARY: The applicant requests to utilize the existing structure to open a new indoor golf facility and to retain the existing costume rental and theater supply store. The indoor golf facility will provide instruction of golf techniques and amusement from indoor golf and video games provided in bays. The applicant has indicated that food and beverage sales and service will also be provided.

CPC RECOMMENDATION: Approval, subject to a development plan, a mixed use parking chart exhibit, and conditions.

STAFF RECOMMENDATION: Approval, subject to a revised development plan, a mixed use parking chart exhibit, and staff's recommended conditions.

BACKGROUND INFORMATION:

- The site consists of seven lots that contain one-story office/showroom/warehouse uses and surface parking. Some of the lots were combined and the resulting parcels of land were developed separately between 1960 and 1970.

Zoning History: There have been four recent zoning change requested in the vicinity in the past five years.

1. **Z145-144:** On April 8, 2015, City Council approved an MU-3 Mixed Use District on property zoned an IR Industrial Research District located on the southwest line of Valdina Street, west of Wycliff Avenue.
2. **Z145-349:** On September 11, 2015, City Council approved an MU-3 Mixed Use District on property zoned an IR Industrial Research District located on the southwest line of Monitor Street, west of Wycliff Avenue.
3. **Z156-180:** On April 13, 2016, City Council approved an MU-1 Mixed Use District on property zoned an IR Industrial/Research District located on the south side of Farrington Street, east of Crampton Street.
4. **Z156-340:** On January 25, 2017, City Council approved an MU-3 Mixed Use District on property zoned an IR Industrial Research District on the northeast line of Irving Boulevard, west of Wycliff Avenue.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Thoroughfare Dimension; ROW
Wycliff Avenue	Principal Arterial	Standard 4-lanes undivided; 130 feet
Monitor Street	Local Street	80 ft.

Traffic:

The Engineering Division of the Sustainable Development and Construction Department reviewed the proposed exception to allow parking within visibility triangles and determined it will have a negative impact on the existing street system. However, if the parking areas are reconfigured so as to reduce the number of drive approaches and align the drive aisle parallel to Monitor Street, visibility triangles could remain unobstructed and therefore preserve the safety of pedestrian and vehicles using the

rights-of-way. Therefore, staff does not support the applicant's request to allow surface parking within visibility triangles.

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 1.1 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.

URBAN DESIGN ELEMENT

GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY

Policy 5.2.4 Enhance retail, industrial and business operations.

STAFF ANALYSIS:

Land Use Compatibility:

The site is currently constructed with contiguous warehouse-style one-story buildings and is occupied by an existing costume rental and theater supply shop on the western portion of the site and is vacant on the eastern portion of the existing building. The applicant proposes to occupy the vacant portions of the building with a new indoor golf facility and maintain the existing costume rental and theater supply shop, which is currently operating as an office/showroom/warehouse use. However, the Dallas Development Code does not specifically define either use. Therefore, the applicant proposes a planned development district to define these two uses with appropriate minimum parking requirements.

The area of request is within a commercial area that is south of an artist studio development on the north line of Monitor Street, west of a warehouse building that is used for the nearby Hilton Anatole on the east line of Wycliff Avenue, north of the Old

Channel Trinity River and the Trinity Strand Trail, and east of another art studio with a three-unit multifamily use within the MU-3 Mixed Use District to the west.

Staff recommends approval of the proposed planned development district because the costume rental and theater supply store exists compatibly with surrounding properties and the proposed indoor golf facility is expected to be a compatible use with the surrounding properties.

Surrounding Land Uses:

	Zoning	Land Use
Site	IR	Office/showroom/warehouse
North	IR	Art Studios
East	IR	Office/showroom/warehouse
South	IR	Old Channel Trinity River, Trinity Strand Trail
West	IR, MU-3	Art Studio, Multifamily

Parking and Loading:

The applicant proposes minimum parking requirements for each newly defined use of a costume rental and theater supply shop and an indoor golf facility. The applicant provided a parking analysis from a licensed professional engineer to project the anticipated peak parking demand of the proposed development and to make recommendations for minimum parking requirements and found the proposed mixed use parking chart to adequately serve the parking demands for the site. The Engineering Division of the Sustainable Development and Construction Department reviewed the proposed minimum parking requirements and the proposed mixed use parking chart and supports this portion of the request.

The request also allows the entire PDD to be considered one lot for the purposes of arranging and calculating parking requirements. This provision would allow the site to maximize maneuvering and parking areas; therefore, staff supports this portion of the request.

The applicant also requests that the seven drive approaches that intersect Monitor Street remain open and that surface parking spaces be allowed within the visibility triangles with the exception of the spaces noted “no parking” on the west line of each drive approach that intersects with Monitor Street.

Since the purpose of keeping visibility triangles clear of parked cars and obstructions is to protect pedestrians and vehicular traffic that use the rights-of-way, staff cannot support this portion of the applicant's request. Further, staff notes that the applicant's proposed development plan shows ample parking spaces to serve the proposed development, thereby rendering the on-street spaces, all located in visibility triangles, unnecessary. Additionally, if the parking layout is revised as recommended, additional and safer parking could be provided overall by an increase in the total parking provided, both on-site and on-street, from the 97 spaces shown on the proposed development plan, which includes 18 parking spaces within visibility triangles, to approximately 108 parking spaces located outside of visibility triangles. Therefore, staff prefers the applicant to revise the development plan to reduce the number of drive approaches that intersect Monitor Street and perpendicularly reorient the parking spaces in order to maximize the efficiency of the site's parking lot and eliminate the parking spaces within visibility triangles.

However, staff also recognizes that multiple tenants are operating within the area of request and wishes to utilize the existing loading docks. Therefore, staff reiterates objections to obstructing visibility triangles but can support the existing layout of on-site parking spaces because the parking analysis provided by the applicant determined that 78 parking spaces were needed for the proposed development and 82 are provided on site; therefore, the on-street parking spaces are not necessary for the proposed development.

Landscaping:

In general, landscaping must be provided in accordance with the landscaping requirements in Article X, as amended. The proposal does not trigger compliance with Article X.

PRIOR CPC ACTION – October 18, 2018:

Motion: In considering an application for a Planned Development District for IR Industrial Research District uses, plus a costume rental and theater supply store, and an indoor golf facility on property zoned an IR Industrial Research District, on the southwest corner of Wycliff Avenue and Monitor Street, it was moved to hold this case under advisement until November 15, 2018.

Maker: Carpenter
Second: West
Result: Carried: 12 to 0

For: 12 - West, Rieves, Davis, Shidid, Carpenter, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley

Against: 0
Absent: 1 - Lewis
Vacancy: 2 - District 3, District 7

Notices: Area: 500 Mailed: 60
Replies: For: 8 Against: 0

Speakers: For: Rob Baldwin, 3904 Elm St., Dallas, TX, 75226
Christy Lambeth, 8637 CR 148, Kaufman, TX, 75142
Against: None

PRIOR CPC ACTION – November 15, 2018:

Motion: It was moved to recommend **approval** of a Planned Development District for IR Industrial Research District uses, plus a costume rental and theater supply store, and an indoor golf facility, subject to a revised development plan, a mixed use parking chart exhibit, and staff's revised recommended conditions (as briefed) with the substitution of the applicant's requested language on Visibility Triangles to read as follows: "Except for the restricted parking areas shown on the development plan, parking spaces are allowed within visibility triangles. Parking is prohibited within the visibility triangle at Monitor Street and Wycliff Avenue." on property zoned an IR Industrial Research District, on the southwest corner of Wycliff Avenue and Monitor Street.

Maker: Carpenter
Second: Rieves
Result: Carried: 12 to 0

For: 12 - Rieves, Davis, Shidid*, Carpenter, Lewis, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley

Against: 0
Absent: 1 - West
Vacancy: 2 - District 3, District 7

*out of the room, shown voting in favor

Notices: Area: 500 Mailed: 60
Replies: For: 15 Against: 0

Speakers: For: Rob Baldwin, 3904 Elm St., Dallas, TX, 75226
Against: None

Z178-278(SM)

List of Officers

Shuford Realty, LP

Kathi K. Shuford, Trustee
Scott H. Shuford, Trustee

1231 Wycliff, LP

Scott H. Shuford, Manager

CPC Recommended Planned Development District

ARTICLE ____.

PD ____.

SEC. 51P-____.101. LEGISLATIVE HISTORY.

PD ____ was established by Ordinance No.____, passed by the Dallas City Council on ____.

SEC. 51P- ____ .102. PROPERTY LOCATION AND SIZE.

PD ____ is established on property located at the southwest corner of Monitor Street and Wycliff Avenue. The size of PD ____ is approximately 2.01 acres.

SEC. 51P- ____ .103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article. In this article,

(1) COSTUME RENTAL AND THEATER SUPPLY SHOP means a facility for the custom fabrication of costume and theater supplies and retail sales of seasonal costumes.

(2) INDOOR GOLF FACILITY means a facility for instruction of golf techniques and amusement from indoor golf and video games provided in bays. Food and beverage sales and service are accessory to this use and not limited in area.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a nonresidential zoning district.

SEC. 51P- ____ .104. EXHIBITS.

The following exhibits are incorporated into this article:

- (1) Exhibit ____A: development plan.
- (2) Exhibit ____B: mixed use parking chart.

SEC. 51P- _____.105. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit ____). If there is a conflict between the text of this article and the development plan, the text of this article controls.

SEC. 51P- _____.106. MAIN USES PERMITTED.

(a) Except as provided, the only main uses permitted are those main uses permitted in the IR Industrial Research District, subject to the same conditions applicable in the IR Industrial Research District, as set out in Chapter 51A. For example, a use permitted in the IR Industrial Research 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 IR Industrial Research District is subject to DIR in this district; etc.

(b) The following main uses are additionally permitted by right.

- Costume rental and theater supply store.
- Indoor golf facility.

SEC. 51P- _____.107. ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

SEC. 51P- _____.108. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

The yard, lot, and space regulations for the IR Industrial Research District apply.

SEC. 51P- _____.109. OFF-STREET PARKING AND LOADING.

(a) In general. Except as provided, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) Indoor golf facility.

- (1) Required off-street parking: One space per 150 square feet of floor area.

(2) Required off-street loading:

<u>SQUARE FEET OF FLOOR AREA IN A STRUCTURE</u>	<u>TOTAL REQUIRED SPACES OR BERTHS</u>
0 to 10,000	NONE
10,000 to 60,000	1
Each additional 60,000 or fraction thereof	1 additional

(c) Warehouse.

(1) Required off-street parking: One space per 4,000 square feet of floor area of warehouse area and one space per 500 square feet of office floor area.

(2) Required off-street loading:

<u>SQUARE FEET OF FLOOR AREA IN A STRUCTURE</u>	<u>TOTAL REQUIRED SPACES OR BERTHS</u>
0 to 10,000	NONE
10,000 to 50,000	1
50,000 to 100,000	2
Each additional 100,000 or fraction thereof	1 additional

(d) Costume rental and theater supply shop.

(1) Required off-street parking: One space per 750 square feet of floor area.

(2) Required off-street loading:

<u>SQUARE FEET OF FLOOR AREA IN A STRUCTURE</u>	<u>TOTAL REQUIRED SPACES OR BERTHS</u>
0 to 10,000	NONE
10,000 to 50,000	1
50,000 to 100,000	2
Each additional 100,000 or fraction thereof	1 additional

(e) Shared parking. The Property is considered one lot for parking purposes. Off-street parking may utilize a mixed use shared parking reduction (Exhibit ____B).

CPC recommended:

(f) Visibility triangles. Except for the restricted parking areas shown on the development plan, parking spaces are allowed within visibility triangles. Parking is prohibited within the visibility triangle at Monitor Street and Wycliff Avenue.

Staff recommended:

Denial of subsection (f).

SEC. 51P- _____.110. ON-STREET PARKING REDUCTION.

(a) Except as provided in this subsection, 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.

(1) An on-street parking space may not be used to reduce the required parking for more than one use, except that an on-street parking space may be used to reduce the combined total parking requirement for 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.

SEC. 51P- _____.111. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P- _____.112. LANDSCAPING.

(a) Landscaping must be provided in accordance with Article X.

(b) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P- _____.113. SIGNS.

Signs must comply with the provisions for business zoning districts in Article VII.

SEC. 51P- _____.114. ADDITIONAL PROVISIONS.

(a) The Property must be properly maintained in a state of good repair and neat appearance.

(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

SEC. 51P-____.115. COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.

CPC Recommended Development Plan

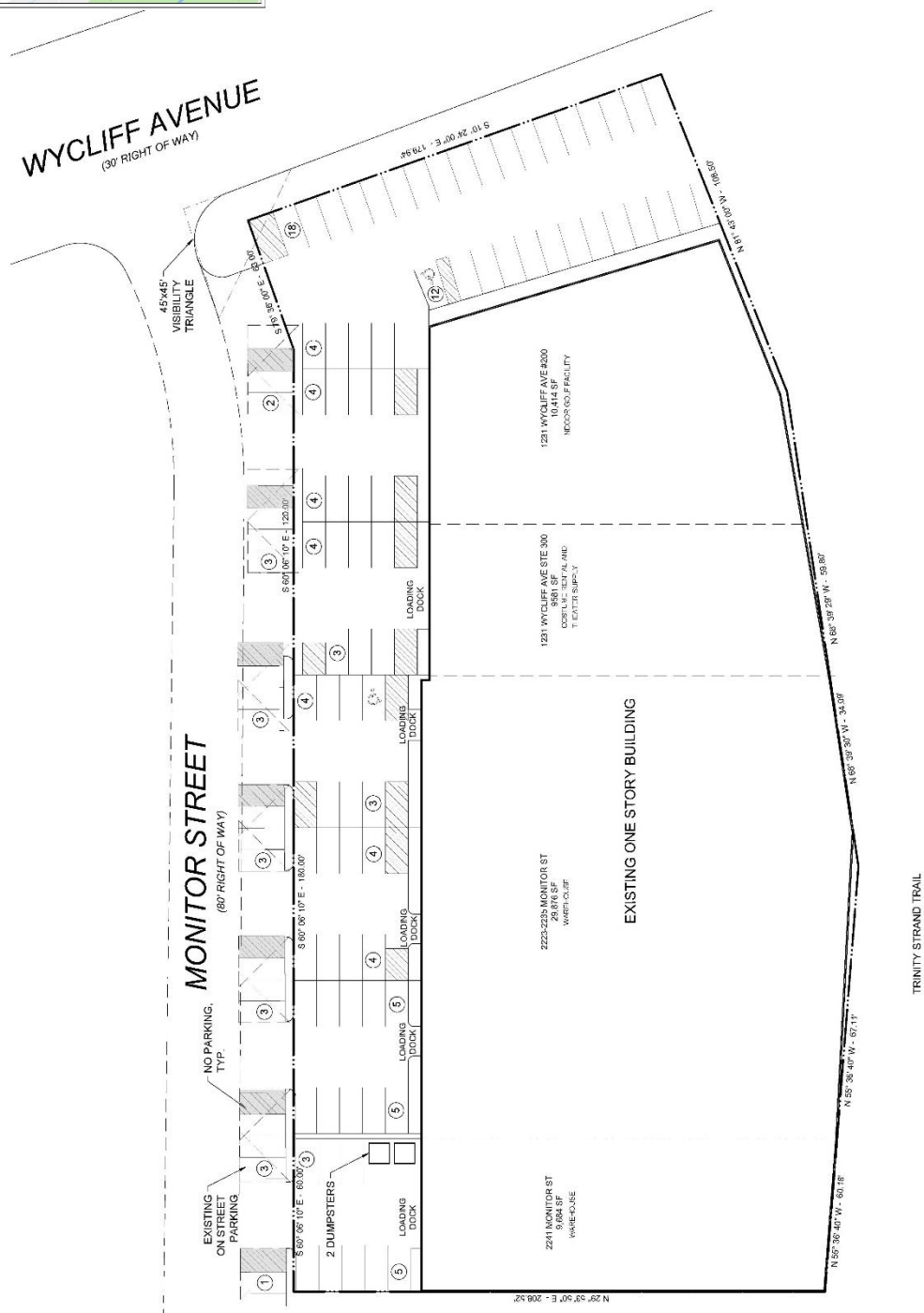


VICINITY MAP

NTS



PLANNED DEVELOPMENT DISTRICT		2011 ACRES	
TOTAL CITY ACRES		TOTAL CITY ACRES	
LAND USE	INDOOR GOLF FACILITY, WAREHOUSE, AND COSTUME RENTAL AND THEATRE SUPPLY	62.95	
TOTAL LOT/ACRE AREA	WARD LOT, SPECIAL REQUIREMENTS	62.95	
PER INDUSTRIAL RESEARCH STANDARDS		PARKING REQUIREMENTS	
INDOOR GOLF FACILITY	INDOOR GOLF FACILITY	75 PER 1,000 GOLFERS	
WAREHOUSE	WAREHOUSE	75 PER 1,000 GOLFERS	
COSTUME RENTAL AND THEATRE SUPPLY	COSTUME RENTAL AND THEATRE SUPPLY	15	
PROVIDED ON STREET	PROVIDED ON STREET	15	



Proposed Mixed Use Parking Chart Exhibit

PD ____ Mixed Use Development Parking Chart

For Monitor Street/Whidoff Avenue PD ____
(for calculating adjusted standard parking requirement)
Address: 1231 Wycliff Ave at Monitor St (Seven Bldgs)

Use	Use Categories	Total SF (including vacancies)	Parking Ratio	Standard Parking Requirement	Parking Adjustment By Time of Day (Weekday)									
					Morning		Noon		Afternoon		Late Afternoon		Evening	
	Multifamily # units or bedrooms (whichever is greater)		1	0.00	80%	-	60%	-	60%	-	70%	-	100%	-
	Office Uses*	333	0.00	100%	-	-	80%	-	100%	-	85%	-	35%	-
	Office (Warehouse Related)	500	0.00	100%	-	-	80%	-	100%	-	85%	-	15%	-
	Showroom/Warehouse	1,000	0.00	100%	-	-	80%	-	100%	-	85%	-	15%	-
	Warehouse > 4,000 SF	4,000	0.00	100%	-	-	80%	-	100%	-	85%	-	15%	-
	Costume/Theater Supplies	750	0.00	100%	-	-	80%	-	100%	-	85%	-	15%	-
	Indoor Amusement (which may contain restaurant and bar)	150	0.00	20%	-	-	60%	-	30%	-	30%	-	100%	-
	Retail Uses*	200	0.00	80%	-	-	75%	-	70%	-	65%	-	70%	-
	Retail 10,000+ SF	220	0.00	80%	-	-	75%	-	70%	-	65%	-	70%	-
	Retail 40,000+ SF	250	0.00	80%	-	-	75%	-	70%	-	65%	-	70%	-
	Retail 100,000+ SF	300	0.00	80%	-	-	75%	-	70%	-	65%	-	70%	-
	Restaurant, Bar	100	0.00	20%	-	-	100%	-	30%	-	30%	-	100%	-
	Health Studio	200	0.00	45%	-	-	70%	-	55%	-	80%	-	100%	-
	Game court center	n/a		45%	-	-	70%	-	55%	-	80%	-	100%	-
	Theater (1/28 seating)	28	0.00	0%	-	-	40%	-	60%	-	80%	-	100%	-
	Any other use	600		100%	-	-	100%	-	100%	-	100%	-	100%	-
	Total SF (- residential & theater)	0		0	0		0		0		0		0	

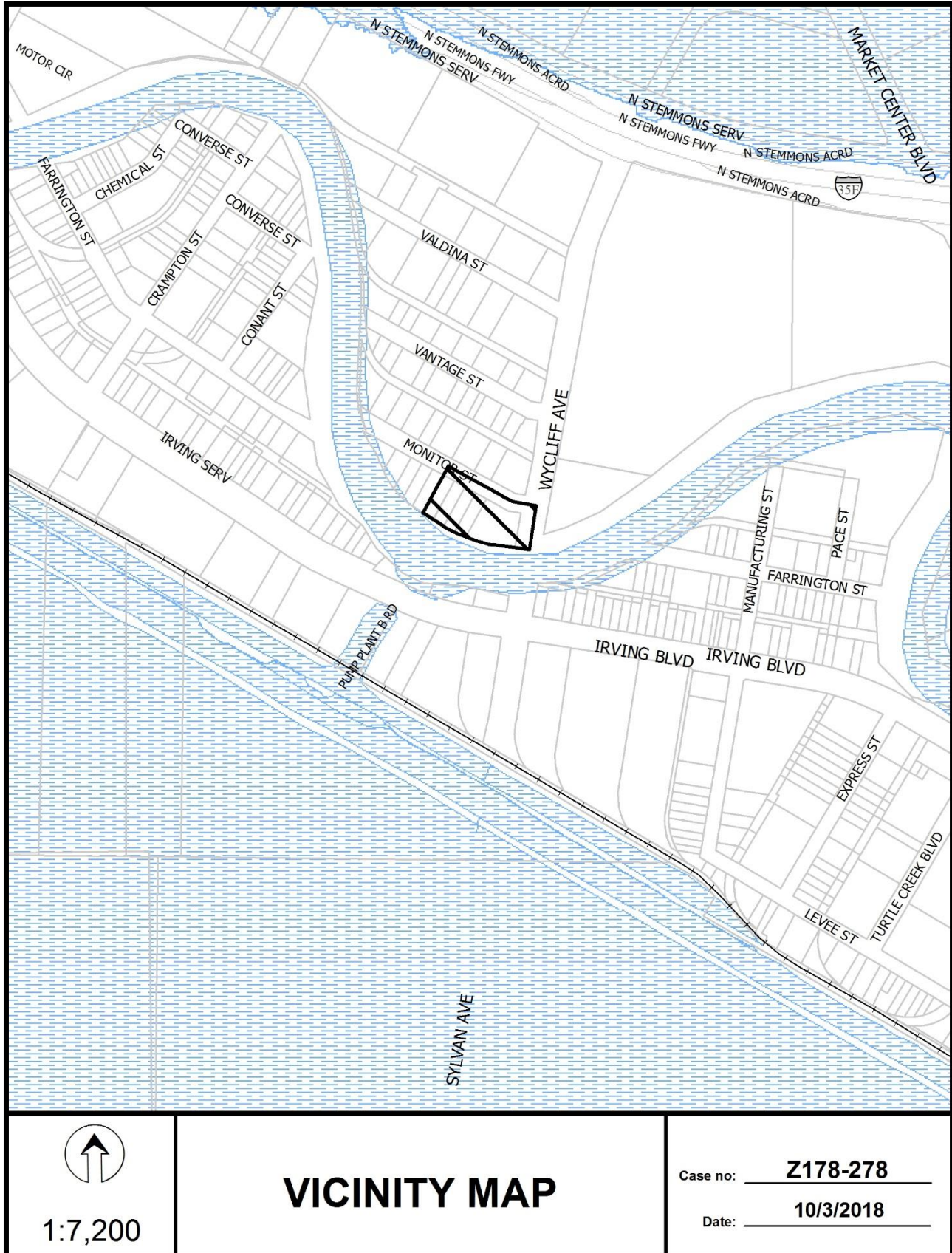
Use	Use Categories	Total SF (including vacancies)	Parking Ratio	Standard Parking Requirement	Parking Adjustment By Time of Day (Saturday)									
					Morning		Noon		Afternoon		Late Afternoon		Evening	
	Multifamily # units or bedrooms (whichever is greater)		1	0.00	100%	-	70%	-	75%	-	85%	-	95%	-
	Office Uses*	333	0.00	15%	-	-	20%	-	15%	-	5%	-	0%	-
	Office (Warehouse Related)	500	0.00	15%	-	-	20%	-	15%	-	5%	-	0%	-
	Showroom/Warehouse	1,000	0.00	15%	-	-	20%	-	15%	-	5%	-	0%	-
	Warehouse > 4,000 SF	4,000	0.00	15%	-	-	20%	-	15%	-	5%	-	0%	-
	Costume/Theater Supplies	750	0.00	75%	-	-	85%	-	100%	-	90%	-	0%	-
	Indoor Amusement (which may contain restaurant and bar)	150	0.00	20%	-	-	60%	-	30%	-	30%	-	100%	-
	Retail Uses*	200	0.00	75%	-	-	85%	-	100%	-	90%	-	85%	-
	Retail 10,000+ SF	220	0.00	75%	-	-	85%	-	100%	-	90%	-	85%	-
	Retail 40,000+ SF	250	0.00	75%	-	-	85%	-	100%	-	90%	-	85%	-
	Retail 100,000+ SF	300	0.00	85%	-	-	75%	-	90%	-	75%	-	80%	-
	Restaurant, Bar	100	0.00	20%	-	-	60%	-	90%	-	100%	-	100%	-
	Health Studio	200	0.00	100%	-	-	100%	-	100%	-	100%	-	100%	-
	Game court center	n/a	0	100%	-	-	100%	-	100%	-	100%	-	100%	-
	Theater (1/28 seating)	28	0.00	0%	-	-	40%	-	60%	-	100%	-	100%	-
	Any other use	600	0	100%	-	-	100%	-	100%	-	100%	-	100%	-
	Total SF (- residential & theater)	0		0	0		0		0		0		0	

* See Chapter 51A and PD ____ Definitions

**Original MUD based upon a report for ULI - The Urban Land Institute, Shared Parking, Washington, D.C.: ULI, 1983

Weekday MUD Parking requirement is ____ Saturday MUD Parking requirement is ____

Therefore, ____ is the parking requirement for 1231 Wycliff Ave at Monitor St (Seven Bldgs)



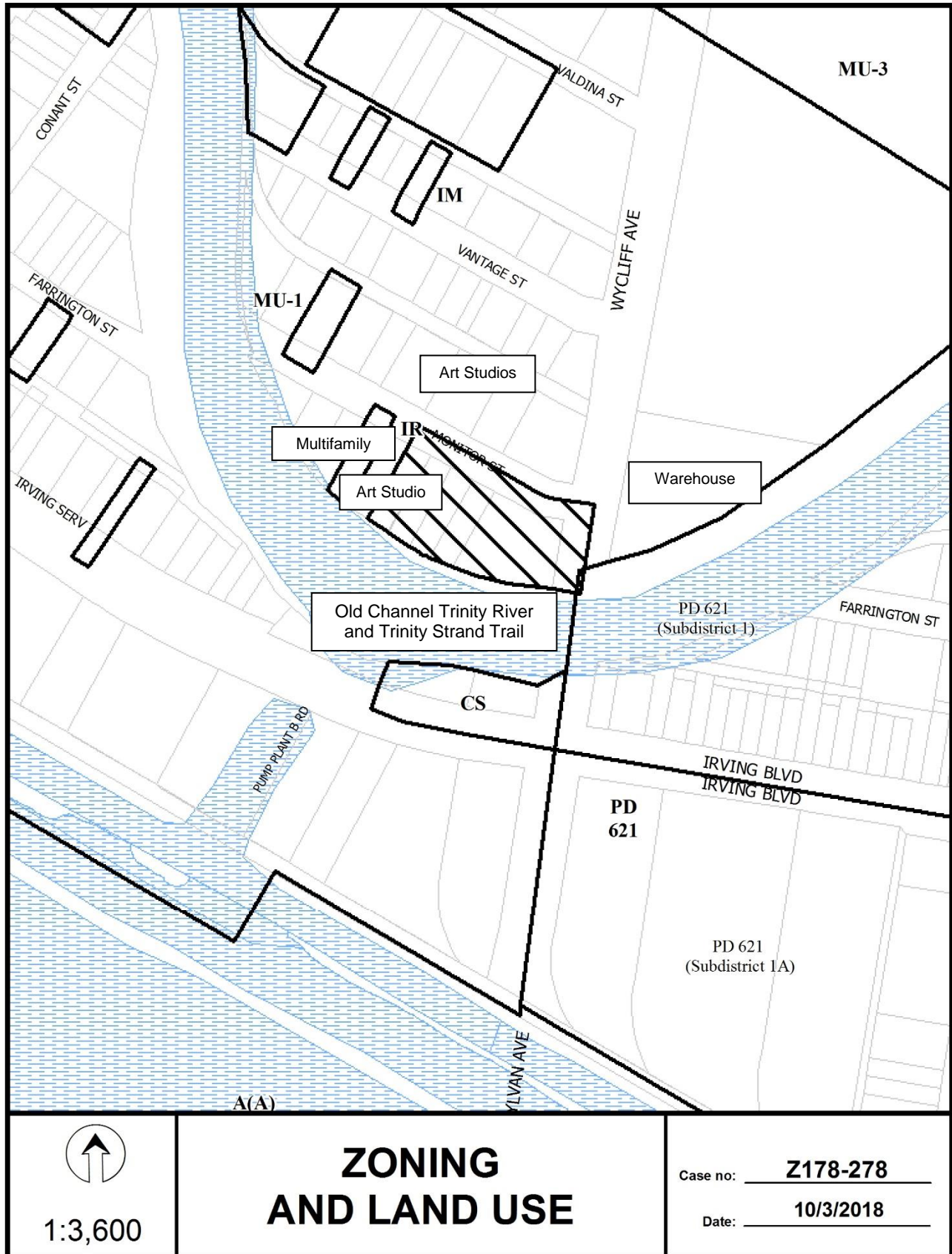


1:3,600

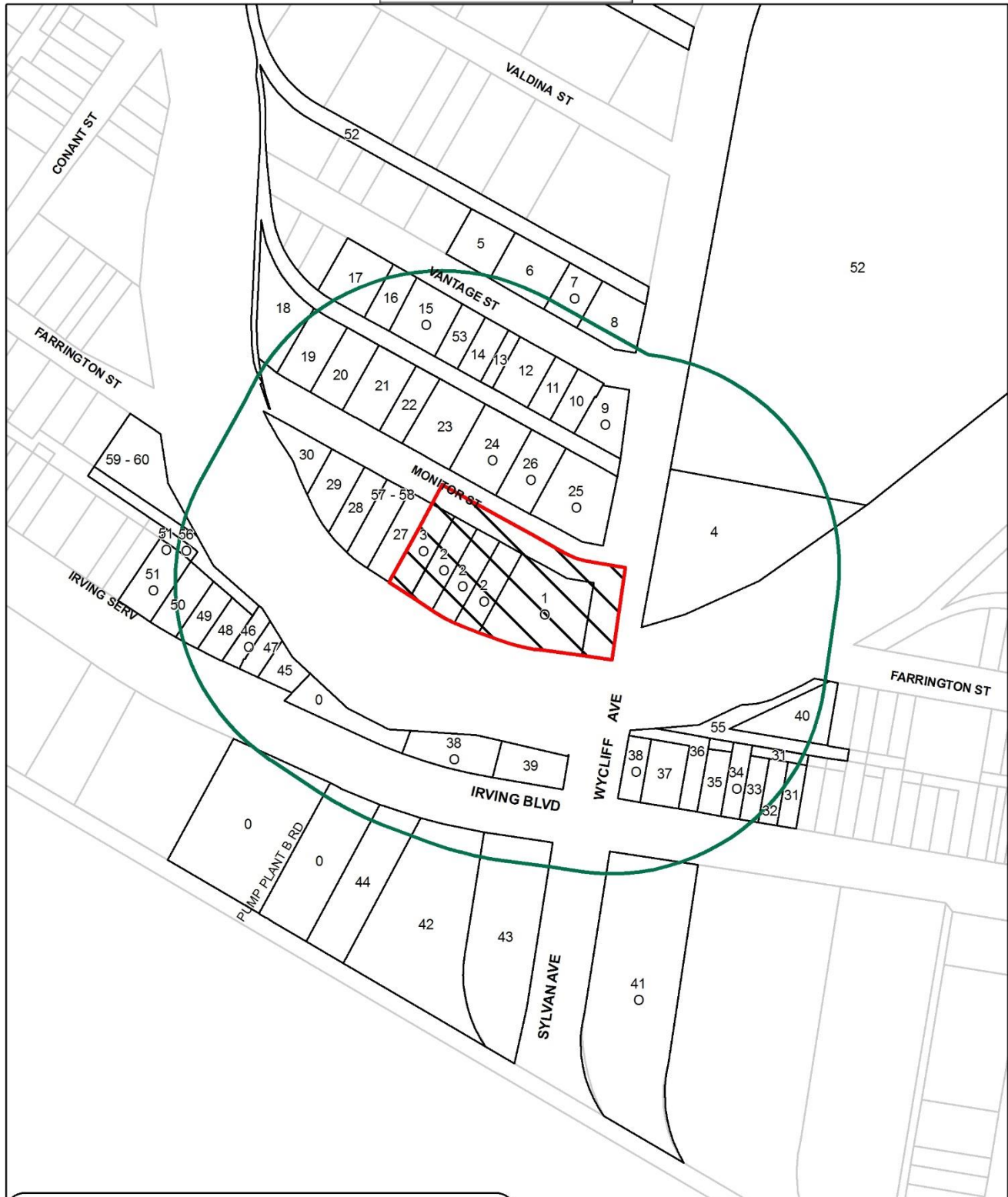
AERIAL MAP

Case no: **Z178-278**

Date: **10/3/2018**



CPC Responses



<u>60</u>	Property Owners Notified (67 parcels)
<u>15</u>	Replies in Favor (19 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>500'</u>	Area of Notification
<u>11/15/2018</u>	Date

Z178-278
CPC



1:3,600

11/14/2018

Reply List of Property Owners***Z178-278******60 Property Owners Notified******15 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	1231 WYCLIFF AVE	1231 WYCLIFF LP
O	2	2223 MONITOR ST	SHUFORD REALITY LP
O	3	2241 MONITOR ST	SHUFORD REALTY LP
	4	1300 WYCLIFF AVE	LUTAH ACQUISITION LP &
	5	2246 VANTAGE ST	GREEN JACK D
	6	2236 VANTAGE ST	CALLEJAS FERMIN HERNANDEZ & FRANCISCO HERNANDEZ
O	7	2222 VANTAGE ST	ASAFF HARL T
	8	2200 VANTAGE ST	GILMORE EQUITIES LTD
O	9	2201 VANTAGE ST	GUILLORY & CAMP LLC
	10	2211 VANTAGE ST	V V S N HOLDING LLC
	11	2217 VANTAGE ST	ASAFF JAMES HARL
	12	2223 VANTAGE ST	VELIS JIMMY &
	13	2227 VANTAGE ST	A & H SMITH INC
	14	2233 VANTAGE ST	VANTAGE WAY INC
O	15	2251 VANTAGE ST	A-3 PROPERTIES LP
	16	2257 VANTAGE ST	TIMBERLAKE HOLDINGS LLC
	17	2267 VANTAGE ST	MAGDALIN & THONTON LLC
	18	2288 MONITOR ST	BELLOW D INV LTD
	19	2282 MONITOR ST	DALLAS MUSEUM OF NATURAL
	20	2278 MONITOR ST	SUGARMAN LYNN D
	21	2266 MONITOR ST	DICKEY & JENKINS LP
	22	2260 MONITOR ST	ORINGDERFF HOLDINGS LLC
	23	2250 MONITOR ST	CHAN LUNGFONG &
O	24	2242 MONITOR ST	F & S2 LLC
O	25	1305 WYCLIFF AVE	A3 COMPANIES LLC
O	26	1305 WYCLIFF AVE	F&S2 LLC

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	2247 MONITOR ST	2247 MONITOR STREET CORPORATION
	28	2259 MONITOR ST	2259 MONITOR STREET LLC &
	29	2265 MONITOR ST	LAWSON HOWARD L
	30	2271 MONITOR ST	BUCK ROBERT T
	31	2154 IRVING BLVD	HAMILTON TOMMY RAY &
	32	2156 IRVING BLVD	SMITH G KENT TRUSTEE
	33	2200 IRVING BLVD	TRE INVESTMENT CO
O	34	2204 IRVING BLVD	TRINITY LAND & CATTLE CO
	35	2208 IRVING BLVD	HAMILTON JACK W
	36	2212 IRVING BLVD	MARTINEZ ARTURO
	37	2222 IRVING BLVD	JIFFY PROPERTIES LP
O	38	2226 IRVING BLVD	PRESCOTT INTERESTS MIDWAY PLAZA LTD
	39	2234 IRVING BLVD	PIERROT ASSOCIATES LTD
	40	2151 FARRINGTON ST	CAMPBELL H EARL
O	41	2221 IRVING BLVD	KNOX OIL OF TX INC
	42	2233 IRVING BLVD	FEIZY PROPERTIES LTD
	43	2227 IRVING BLVD	SUPERIOR COOLING SVCS INC
	44	2241 IRVING BLVD	DALLAS COUNTY EMPLOYEES
	45	2308 IRVING BLVD	ORR KENNETH & JACK WORDEN
O	46	2314 IRVING BLVD	FELTMAN REALTY LTD
	47	2312 IRVING BLVD	LEMMEL NEILL LLC
	48	2320 IRVING BLVD	BIEGLER DAVID W & DIANE LENORE KNAPE
	49	2322 IRVING BLVD	DAVIS JEFFREY A
	50	2332 IRVING BLVD	R & M LYNN INVESTMENTS
O	51	2336 IRVING BLVD	GODSPEED HOLDINGS LLC
	52	2200 VALDINA ST	ANATOLE PARTNERS III LLC
	53	2239 VANTAGE ST	LAMOUR DES FLEURS INC
	54	1200 MANUFACTURING ST	HAMILTON JACK W FAMILY TRUST
	55	2100 FARRINGTON ST	CAMPBELL HOWARD EARL JR
O	56	2312 FARRINGTON ST	GODSPEED HOLDING LLC
	57	1 MONITOR ST	LOT 5 PARTNERS LLC

Z178-278(SM)

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
58	3	MONITOR ST	CWIKLA MARK JOSEPH
59	2303	FARRINGTON ST	VILLANUEVA MARCELINO &
60	2303	FARRINGTON ST	RODENHAVER CINDY ZELAZNY



Agenda Information Sheet

File #: 19-33

Item #: 40.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 14
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding a City Plan Commission authorized hearing to determine proper zoning on property zoned Conservation District No. 12, the Belmont Addition Conservation District with Modified Delta Overlay No. 1 on a portion, with consideration given to amending density requirements to allow accessory dwelling units as regulated in Section 51A-4.510 in an area generally bounded by lots on both sides of Llano Avenue, Skillman Street, the lots on both sides of Belmont Avenue (excluding the south side of Belmont Avenue between Greenville Avenue and Matilda Street), and Greenville Avenue and an ordinance granting the amendments
Recommendation of Staff and CPC: Approval, subject to conditions
Z178-343(AR)

FILE NUMBER: Z178-343(AR)

DATE FILED: July 19, 2018

LOCATION: Generally bounded by lots on both sides of Llano Avenue, Skillman Street, the lots on both sides of Belmont Avenue (excluding the south side of Belmont Avenue between Greenville Avenue and Matilda Street), and Greenville Avenue

COUNCIL DISTRICT: 14

MAPSCO: 36 T

SIZE OF REQUEST: Approx. 125 acres

CENSUS TRACT: 11.01

REQUEST: A City Plan Commission authorized hearing to determine proper zoning on property zoned Conservation District No. 12, the Belmont Addition Conservation District with Modified Delta Overlay No. 1 on a portion, with consideration given to amending the density requirements to allow accessory dwelling units as regulated in Section 51A-4.510.

SUMMARY: The purpose of this authorized hearing is to consider amending density requirements to allow accessory dwelling units as regulated in Section 51A-4.510.

STAFF RECOMMENDATION: Approval, subject to conditions

CPC RECOMMENDATION: Approval, subject to conditions

BACKGROUND INFORMATION:

- On March 24, 2004, the City Council passed Ordinance No. 25530 which established Conservation District No. 12, the Belmont Addition Conservation District.
- On June 27, 2018, the City Council passed Ordinance No. 30930 which established a Board of Adjustment process to request a special exception to allow addition dwelling units and Ordinance No. 30931 which established the accessory dwelling unit overlay process.
- On August 16, 2018, the City Plan Commission initiated an authorized hearing on Conservation District No. 12 to consider amending density requirements to allow accessory dwelling units as regulated in Section 51A-4.510.
- On October 1, 2018, staff held a community meeting to inform property owners of current CD No. 12 zoning regulations, the authorized hearing process, and the proposed amendments for consideration. Approximately 24 people attended.
- On November 15, 2018, the City Plan Commission moved to recommend approval of the proposed amendments, subject to staff's recommended conditions.

Zoning History: There have been four zoning cases and five Board of Adjustment cases in the vicinity within the last five years.

1. **BDA178-126:** On November 13, 2018, the Board of Adjustment Panel A granted a special exception to the visual obstruction regulations for a fence structure in the required 20-foot visibility triangle for property at 5746 Velasco Avenue.
2. **BDA178-092:** On September 18, 2018, the Board of Adjustment Panel A granted a special exception to the rear yard setback regulations of 2' 4" for a handicapped accessible structure for property at 5722 Velasco Avenue.
3. **Z178-186:** On April 25, 2018, the City Council created a Demolition Delay Overlay for nearby properties that also included the area of request. A demolition delay overlay district is intended to encourage the preservation of historically significant buildings that are not located in a historic overlay district by helping the property owner identify alternatives to demolition.
4. **BDA178-031:** On March 21, 2018, the Board of Adjustment Panel B affirmed the decision of the building official and denied the applicant's request of an appeal of an administrative official's decision to deny work for fence replacement not meeting the Conservation District No. 12 criteria for property at 6007 Belmont Avenue.
5. **BDA167-070:** On June 20, 2017, the Board of Adjustment Panel A granted a variance to the front yard setback regulations of 15' for property at 2815 Greenville Avenue.
6. **Z145-140:** On October 6, 2016, the City Plan Commission recommended denial

without prejudice of an application for a Specific Use Permit for a tower/antenna for cellular communication limited to a monopole cellular tower. The applicant did not appeal.

7. **Z145-363:** On January 13, 2016, the City Council approved an application for a Specific Use Permit for a period of three years for a tower/antenna for cellular communication limited to a monopole cellular tower.
8. **Z145-274:** On September 17, 2015, the City Plan Commission recommended denial without prejudice of an application for a Specific Use Permit for a tower/antenna for cellular communication limited to a monopole cellular tower. The applicant did not appeal.
9. **BDA145-023:** On February 19, 2015, the Board of Adjustment Panel C denied the request for a special exception to the side yard setback regulations of 10' for a carport for property at 5837 Belmont Avenue.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing Dimension and ROW
Llano Avenue	Local Street	2 lane undivided, Variable width ROW
Skillman Street	Community Collector	4 lane undivided, 50' ROW
Belmont Avenue	Local Street	2 lane undivided, Variable width ROW
Greenville Avenue	Principal Arterial	2 lane undivided, Variable width ROW

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 proposed zoning meets the following goals and objectives 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.

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.

URBAN DESIGN

GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY

- Policy 5.2.1 Maintain neighborhood scale and character.

- Policy 5.2.2 Promote the character of the city's significant districts, linkages and areas.

Comprehensive Housing Policy:

The Comprehensive Housing Policy, adopted by City Council on May 9, 2018, identified accessory dwelling units as a recommended tool to support the Housing Policy goals.

Neighborhood Plus Plan:

The City Council adopted the Neighborhood Plus Plan in 2015 which identifies gaps in affordable housing in the Dallas area.

Neighborhood Plus Plan's recommended policies include:

- **Policy 5.1** Encourage a wider range of well-designed and affordable housing types as a response to emerging homeownership preferences.
- **Policy 6.2** Expand affordable housing options and encourage its distribution throughout the city and region.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets to orange, representing the weakest markets. The area of request is located within Category C of the MVA.

Surrounding Land Use:

	Existing Zoning	Land Use
Site	CD No. 12, CD No. 12-MD-1	Single family, Duplex, Multifamily, Fire station
North	R-7.5(A), R-7.5(A)-MD-1, CR-MD-1	Single family, Financial Institution with Drive-in Window, Personal Service, Restaurant without Drive-in Service
East	R-7.5(A)	Single family, Public Park
South	R-7.5(A), PD No. 167, PD No. 842-MD-1	Single family, Multifamily, Restaurant without Drive-in Service, General Merchandise or Food Store >3,500 Sq. Ft
West	CD No. 15, CD No. 15-MD-1, MF-3(A)	Single family, Multifamily

GENERAL INFORMATION/STAFF ANALYSIS:**General Overview:**

An Accessory Dwelling Unit (ADU) is a rentable additional dwelling unit, subordinate to the main unit, located on a building site with a single family use.

Beginning in 1929 with the City's first zoning ordinance, dwelling districts allowed both single family and two family dwellings. After 1946, additional dwelling units were allowed in the newly created single family districts only as "bona fide servant's quarters not for rent." In 1965, the terminology changed and the additional units were called guest houses (without kitchens) or servant's quarters and neither could be rented. By 1973, additional dwelling units were only allowed by Board of Adjustment (BDA) approval and not for rental. From the late 1980's to present, if BDA approves an additional dwelling unit the property owner is required to deed restrict the subject property to prevent use of the additional dwelling unit as rental accommodations.

The Belmont Addition Conservation District has a variety of significant architectural styles including, Craftsman, Colonial Revival, Prairie, and Tudor style homes. The predominant type of architecture in the area is Craftsman. The Belmont Addition Conservation District was created to maintain the neighborhood's distinctive aesthetic appeal and charm crafted by nearly century-old houses.

Conservation Districts are intended to conserve the architectural and physical characteristics of a neighborhood and preserve, to the greatest extent possible, a neighborhood's existing sense of place.

Staff Analysis:

This is the first neighborhood to consider allowing accessory dwelling units since the passage of the Accessory Dwelling Unit Overlay District ordinance in June 2018. The

authorized hearing to consider changing the density requirements to allow accessory dwelling units was called because of the inability to proceed with the ADU Overlay process due to the existing CD No. 12 density regulations which do not allow the number of dwelling units on a lot to be increased.

The purpose of this authorized hearing is to amend the density requirements in CD No. 12 to allow accessory dwelling units as regulated in Section 51A-4.510, the ADU Overlay regulations. The proposed amendments to the density would allow accessory dwelling units to be located, as regulated in Section 51A-4.510, on a building site with a single family use. Accessory dwelling units in CD No. 12 would be subject to the regulations in Section 51A-4.510 and the existing CD No. 12 regulations, as applicable.

Section 51A-4.510 ADU Regulations:

- Accessory dwelling unit may not be sold separately from the main building
- If one dwelling unit is used as rental accommodation, property owner must reside on the lot, occupying either the primary dwelling unit or the ADU. The owner may be absent for one year with director approval
- A lot with an ADU may be supplied and metered by no more than two electrical services and meters
- If one dwelling unit is used as rental accommodation, the rental unit must be registered in the city single family rental program
- ADU may be attached or detached from the main single family structure
- Maximum number of stories for an ADU is one
 - If detached:
 - Cannot be located in front of the main structure
 - Minimum floor area of 200 square feet
 - Maximum floor area of the ADU cannot exceed 700 square feet or 25 percent of the floor area of the main structure, whichever is greater
 - Maximum height of the ADU cannot exceed the height of the main dwelling unit
 - If ADU is located above the garage, the height of the structure containing the ADU cannot exceed the zoning district height
 - If the height of the structure containing ADU is over 15 feet, setbacks of the zoning district shall be maintained
 - If the height of the structure containing ADU is less than 15 feet and located in the rear 30 percent of the lot, a minimum three foot side yard setback must be provided
 - If the height of the structure containing ADU is less than 15 feet, a minimum three foot rear yard setback must be provided

- If attached:
 - floor area of the ADU cannot exceed 700 square feet or 25 percent of the floor area of the main use, whichever is greater
- Parking:
 - At least one off-street parking space is required for an ADU. This is in addition to the minimum required off-street parking for the single family residence. Except that:
 - No additional parking is required if the ADU is located within 1,200 feet of a DART bus or transit stop

CD No. 12 Accessory Structures Regulations:

- Must be located to the rear of the main structure
- Attached or detached garages must be located to the rear of the main structure
- Exception from the rear location for accessory structures for five properties where the existing main structure is located toward the rear of the lot
- Color, style, design, and material of accessory structure that is visible from the street must be compatible with the main structure
- Roof slope of the accessory structure must match or comply with the architectural standard of the roof slope for the main structure if visible from the street
- If height of accessory structure is over 15 feet, minimum three foot side yard setback is required
- If height of accessory structure is less than 15 feet, no side yard setback is required
- On corner lots, accessory structures may not be located closer to the cornerside lot line than the main structure
- Accessory structure may not overhang on adjacent property
- Minimum side yard setback for garages that enter from a side street is 20 feet
- If height of accessory structure is over 15 feet, minimum five foot rear yard setback is required
- If height of accessory structure is less than 15 feet, minimum three foot rear yard setback is required
- Minimum rear yard setback for all garages, except car ports, that enter from the alley is 20 feet
- Replacement accessory structure may be built in the rear yard in the same location as an existing accessory structure even if it does not comply with the rear yard setback requirements, provided it does not project into the public right-of-way
- Existing accessory structures that are not located to the rear of the main structure may be repaired, or maintained but may not be altered, enlarged, or replaced

Conflicts:

If there is a conflict with Section 51A-4.510, the ADU Overlay regulations and Section (d)(16) of CD No. 12, the regulations in Section (d)(16) control. Staff recommends that

the CD No. 12 accessory structures regulations control if there is a conflict with the ADU Overlay regulations to ensure the intent of the existing CD No. 12 regulations are met.

Comparison	ADU Overlay regulations (Section 51A-4.510)	CD No. 12 – Accessory structure regulations (Section (d)(16))
Location of ADU/Accessory Structure	ADU may not be located in front of a main structure (unless granted BDA special exception)	Must be located to the rear of the main structure (exception for five properties listed in ordinance)
Style and Materials	No regulations	Color, style, design, and materials of accessory structure that are visible from street must be compatible with main structure
Roof slope	No regulations	If visible from street, accessory structure must either match roof slope of main structure or comply with the architectural standards for the roof slope of the main structure
Side yard setback (ADU/accessory structure less than 15')	If less than 15' in height and located in rear 30% of lot, minimum side yard is 3'	If less than 15' in height, no side yard setback (additional regulations apply)
Rear yard setback (ADU/accessory structure less than 15')	If less than 15' in height, minimum rear yard is 3'	If less than 15' in height, minimum rear yard is 3' (additional regulations apply)
Side and rear yard setback (ADU/accessory structure more than 15')	If more than 15' in height, ADU must comply with side and rear yard setbacks in base zoning	If more than 15' in height, minimum 3' side yard setback and 5' rear yard setback

Parking:

The CD No. 12 off-street parking regulations follow the use regulations in Section 51A-4.200. For a single family use in CD No. 12, one off-street parking space is required. The off-street parking regulations in Section 51A-4.510, the ADU Overlay regulations, require a minimum of one off-street parking space for an ADU unless the ADU is located within 1,200 feet of a DART bus or transit stop which in that case, no off-street parking is required. All single family properties in CD No. 12, which are eligible for an ADU, are within 1,200 feet of a DART bus or transit stop, meeting the distance requirement and therefore not required to provide off-street parking for an ADU.

CPC Action

November 15, 2018

Motion: It was moved to recommend **approval** of a City Plan Commission authorized hearing to determine proper zoning, subject to conditions on property zoned Conservation District No. 12, the Belmont Addition Conservation District with Modified Delta Overlay No. 1 on a portion, with consideration being given to amending density requirements to allow accessory dwelling units as regulated in Section 51A-4.510 in an area generally bounded by lots on both sides of Llano Avenue, Skillman Street, the lots on both sides of Belmont Avenue (excluding the south side of Belmont Avenue between Greenville Avenue and Matilda Street), and Greenville Avenue.

Maker: Ridley
Second: Rieves
Result: Carried: 8 to 4

For: 8 - Rieves, Davis, Shidid, Lewis, Jung,
Housewright, Peadon, Ridley

Against: 4 - Carpenter, Schultz, Murphy, Tarpley

Absent: 1 - West

Vacancy: 2 - District 3, District 7

Notices: Area: 200 Mailed: 652

Replies: For: 35 Against: 31

Speakers: For: Jason Guynes, 5731 Velasco Ave., Dallas, TX, 75206
Greg Hunt, 6007 Goliad Ave., Dallas, TX, 75206
For (Did not speak): Harley Cozewith, 5832 Goliad Ave., Dallas, TX, 75206
Johanna Perrillo, 5912 Belmont Ave., Dallas, TX, 75206
Robert Perrillo, 5912 Belmont Ave., Dallas, TX, 75206
Against: Julia Green, 6015 Velasco Ave., Dallas, TX, 75206
Barry Sage, 6007 Belmont Ave., Dallas, Tx, 75206
Geyden Sage, 6007 Belmont Ave., Dallas, TX, 75206
Neutral: Valli Hale, 6000 Goliad Ave., Dallas, TX, 75206

CPC RECOMMENDED CONDITIONS**EXHIBIT A****BELMONT ADDITION CONSERVATION DISTRICT REGULATIONS****Table of Contents**

	<u>Page</u>
(a) Interpretations and definitions	5
(b) Conceptual plan	7
(c) Nonconforming structures	7
(d) Development standards	7
(1) Use	7
(2) Accessory uses	7
(3) Front yard	7
(4) Side yard	8
(5) Rear yard	8
(6) Density	8
(7) Floor area ratio	8
(8) Height	8
(9) Lot coverage	8
(10) Lot size	8
(11) Stories	8
(12) Off-street parking and loading	9
(13) Environmental performance standards	9
(14) Landscaping	9
(15) Signs	9
(16) Accessory structures	9
(17) Drainage	11
(18) Driveways and curbing	11
(19) Fences	11
(20) Front facade	12
(21) Foundations	12
(22) Porches	12
(23) Retaining walls	12
(24) Roofing materials	12
(25) Slope	12
(26) Steps	12
(27) Walkways	13
(28) Windows	13
(e) Architectural standards for new construction	13
(f) Architectural standards for remodeling	13
(g) Architectural standards for Colonial Revival structures	14
(1) Applicability	14

	(2) Architectural features	14
	(3) Materials	15
	(4) Roofs	15
	(5) Windows	15
(h)	Architectural standards for Craftsman structures	15
	(1) Applicability	15
	(2) Architectural features	16
	(3) Front porches	16
	(4) Materials	17
	(5) Porte cocheres	17
	(6) Roofs	17
	(7) Windows	17
(i)	Architectural standards for Prairie structures	18
	(1) Applicability	18
	(2) Architectural features	18
	(3) Front porches	18
	(4) Materials	19
	(5) Roofs	19
	(6) Windows	19
(j)	Architectural standards for Tudor structures	19
	(1) Applicability	19
	(2) Architectural features	20
	(3) Chimney	20
	(4) Front porches	20
	(5) Materials	20
	(6) Roofs	21
	(7) Windows	21
(k)	Procedures	21
	(1) Review form application	21
	(2) Work requiring a building permit	21
	(3) Work not requiring a building permit	22
	(4) Appeals	22

EXHIBIT B: Belmont Addition Conservation District Conceptual Plan

(a) Interpretations and definitions.

- (1) Unless otherwise stated, all references to articles, divisions, or sections in this ordinance are to articles, divisions, or sections in Chapter 51A.
- (2) Unless otherwise stated, the definitions in Chapter 51A apply to this ordinance. In this ordinance:
 - (A) ACCESSORY DWELLING UNIT (ADU) means a rentable additional dwelling unit, subordinate to the main unit, located on a building site with a single family use.
 - (B) COLONIAL REVIVAL means colonial revival architectural style as shown in Exhibit B.
 - (C) COMPATIBLE means consistent with the architecture found within the district, including architectural style, scale, massing, setbacks, colors, and materials.
 - (D) CONTRIBUTING means a structure listed as Colonial Revival, Craftsman, Prairie, or Tudor structure in Exhibit B.
 - (E) CORNER LOT means a lot that has frontage on two different streets.
 - (F) CORNERSIDE FACADE means a main building facade facing a side street.
 - (G) CORNERSIDE LOT LINE means the lot line on a side street.
 - (H) CORNERSIDE YARD means a side yard that abuts a street.
 - (I) CRAFTSMAN means craftsman architectural style as shown in Exhibit B.
 - (J) DIRECTOR means the director of the department of sustainable development and construction or the director's representative.
 - (K) DISTRICT means the Belmont Addition Conservation District.
 - (L) EXISTING means a structure or status that existed as of March 24, 2004, the date of creation of this conservation district.
 - (M) FRONT FACADE means the building elevation facing the front street.
 - (N) FRONT STREET means Llano Avenue, Velasco Avenue, Palo Pinto Avenue, Goliad Avenue, and Belmont Avenue.

- (O) **HARDSCAPE** means any non-plant landscape materials such as boulders, cobbles, decorative concrete, gravel, mulch, pavers, or stones.
- (P) **HEIGHT**, for any structure with a roof, means the vertical distance measured from grade to the peak of any roof structure, regardless of its style or form.
- (Q) **MAIN STRUCTURE** means the building on a lot intended for occupancy by the main use.
- (R) **NONCONTRIBUTING** means a structure not listed as contributing in Exhibit B.
- (S) **ONE-AND-ONE-HALF STORIES** means that the space within the roof structure of a main structure has been converted to livable space.
- (T) **ORIGINAL** means a main structure that occurred on a lot as of December 31, 1945. An “original architectural style” is the architectural style of the original main structure for that lot only.
- (U) **PARKWAY** means that area between the sidewalk and the curb, or that area between the sidewalk and the street pavement if there is no curb.
- (V) **PRAIRIE** means prairie architectural style as shown in Exhibit B.
- (W) **REAR YARD** means:
 - (i) on an interior lot, the portion of the lot between the side lot lines that extends across the width of the lot between a main building and lines parallel to and extending outward from the rear facade of a main building and the rear lot line; and
 - (ii) on a corner lot, the portion of the lot that extends between the interior side lot line and a line parallel to and extending outward from the rear corner of the cornerside facade, and between the rear lot line and a main building and a line parallel to and extending outward from the interior side corner of the rear facade.
- (X) **REMODEL** means improvements or repairs that change the exterior materials or appearance of the front facade or wrap-around of the main structure.
- (Y) **RETAINING WALL** means a wall used to prevent the erosion of land.
- (Z) **SIDE STREET** means Greenville Avenue, Matilda Street, Delmar Avenue, Concho Street, and Skillman Street.

- (AA) SIDE YARD means any portion of a lot not occupied by a main building that is not a front yard or rear yard. "Side yard" includes "cornerside yard."
- (BB) TUDOR means tudor architectural style as shown in Exhibit B.
- (CC) WRAP-AROUND means the area to the midpoint of each side facade.
- (b) Conceptual plan. The Belmont Addition Conservation District Conceptual Plan is attached to and made a part of this ordinance as Exhibit B. In the event of a conflict between Exhibit A, the district regulations, and Exhibit B, the conceptual plan, Exhibit A controls.
- (c) Nonconforming structures. Section 51A-4.704(c), "Nonconforming Structures," applies, except:
 - (1) as otherwise provided in these regulations, or
 - (2) if the degree of nonconformity is voluntarily reduced, all rights to the previous degree of nonconformity are lost.
- (d) Development standards. Except as otherwise provided, the development standards of the R-7.5(A) Single Family District apply. Except as provided in the architectural standards for specific styles, the following development standards apply to the entire lot.
 - (1) Use.
 - (A) Except for existing duplex uses and existing multifamily uses, the only use allowed is single-family.
 - (B) Existing duplex uses and existing multifamily uses are legal nonconforming uses. Existing duplex uses and existing multifamily uses are identified in Exhibit B.
 - (2) Accessory uses. As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.
 - (3) Front yard.
 - (A) Minimum front yard is the average of the front yard of the contributing main structures on the block face as listed in Exhibit B.
 - (B) No more than 30 percent of the front yard may be paved or covered with hardscape.

- (C) The parkway may not be paved or hardscaped except for curb cuts and sidewalk extensions.
- (4) Side yard. Minimum side yard for main structures is five feet on the one side and 10 feet on the other side.
- (5) Rear yard. Minimum rear yard for main structures is 20 feet on Llano Avenue, 30 feet on Velasco Avenue, 40 feet on Palo Pinto Avenue and Goliad Avenue, and 50 feet on Belmont Avenue.
- (6) Density.
 - (A) Except as provided in this exhibit, the [The] number of dwelling units on a lot may not be increased.
 - (B) Except as provided in this exhibit, an accessory dwelling unit is allowed in accordance with the requirements for an accessory dwelling unit overlay in Section 51A-4.510(c), as amended.
 - (C) If an existing duplex use is converted to a single family use, the only use allowed thereafter is single-family.
 - (D) If the number of dwelling units in an existing multifamily use is reduced, the number of dwelling units may not thereafter be increased.
- (7) Floor area ratio. No maximum floor area ratio.
- (8) Height. Except where a lesser height is provided in this exhibit (for example, fences), maximum height for all structures is 30 feet.
- (9) Lot coverage. Maximum lot coverage is 40 percent for new construction and non-original structures. Maximum lot coverage is 45 percent for original (1945 or earlier) structures. See Exhibit B.
- (10) Lot size. Minimum lot size is 7,500 square feet.
- (11) Stories.
 - (A) Maximum number of stories above grade is two stories for Colonial Revival, Craftsman, and Prairie structures. Maximum number of stories above grade is one-and-one-half stories for Tudor structures. Maximum number of stories above grade is two stories for noncontributing structures. See Exhibit B.

- (B) The second story of Craftsman structures must be setback a minimum of five feet from the main plane of the front facade, and may not be more than 70 percent of the floor area of the first story.
- (12) Off-street parking and loading.
 - (A) Consult the use regulations in Division 51A-4.200 for the specific off-street parking/loading requirements for each use.
 - (B) Porte cocheres may not be enclosed.
- (13) Environmental performance standards. See Article VI, “Environmental Performance Standards”.
- (14) Landscaping. See Article X, “Landscape and Tree Preservation Regulations.”
- (15) Signs. See Article VII, “Sign Regulations.” This district is considered to be a non-business zoning district for purposes of sign regulations.
- (16) Accessory structures.
 - (A) Location.
 - (i) Accessory structures must be located to the rear of the main structure.
 - (ii) Garages, whether attached or detached, must be located to the rear of the main structure.
 - (iii) The following properties, where the existing main structure is located toward the rear of the lot, may have accessory structures, including accessory dwelling units, in front of the main structure, provided required setbacks are met, and provided that the accessory structures may only be built or remodeled in the Colonial Revival, Craftsman, Prairie, or Tudor style in compliance with the architectural standards for that style, or in its original (1945 or earlier) architectural style:

5919 Llano
5714 Velasco
5947 Velasco
6001 Velasco
6009 Velasco

If the existing main structure on these properties is demolished, any new construction must comply with the development standards in

(d), “development standards,” above, with any accessory structures located to the rear of the main structure. If there is a conflict between the location requirements in this subsection and Section 51A-4.510(c), the location requirements in this subsection prevail.

- (B) Style and materials. The color, style, design, and materials of accessory structures that are visible from a street must be compatible with the main structure.
- (C) Roof slope. If an accessory structure is visible from a street, the slope of the roof must either match the roof slope of the main structure or comply with the architectural standard for the roof slope for the style of the main structure.
- (D) Side yard setback.
 - (i) Except as provided in this subsection, accessory structures over 15 feet in height must have a minimum three-foot side yard setback.
 - (ii) Except as provided in this subsection, there is no required side yard setback for accessory structures 15 feet or less in height.
 - (iii) On corner lots, accessory structures may not be located closer to the cornerside lot line than the main structure.
 - (iv) No part of an accessory structure may overhang adjacent property.
 - (v) The minimum side yard setback for garages that enter from a side street is 20 feet.
 - (vi) For accessory dwelling units, if there is a conflict between the side yard setback requirements in this subsection and Section 51A-4.510(c), the side yard setback regulations in this subsection control.
- (E) Rear yard setback.
 - (i) Except as provided in this subsection, accessory structures over 15 feet in height must have a minimum five-foot rear yard setback.
 - (ii) Except as provided in this subsection, accessory structures 15 feet or less in height must have at a minimum three-foot rear yard setback.
 - (iii) The minimum rear yard setback for all garages, except car ports, that enter from the alley is 20 feet.

- (iv) A replacement accessory structure may be built in the rear yard in the same location as an existing accessory structure, even if it does not comply with the rear yard setback requirements of this subsection, provided it does not project into the public right-of-way.
- (F) Existing accessory structures. Existing accessory structures that are not located to the rear of the main structure may be repaired or maintained, but may not be altered, enlarged, or replaced.
- (17) Drainage. No lot-to-lot drainage is allowed.
- (18) Driveways and curbing.
 - (A) An interior lot may have driveway access from either the front street or alley, but not both. A corner lot may have driveway access from either the front street or a side street, but not both.
 - (B) Driveways must be constructed of brick, concrete, stone, or similar materials.
 - (C) Ribbon driveways are allowed.
 - (D) Circular driveways are not allowed.
 - (E) The driveway entry must be between eight and 10 feet wide.
 - (F) On corner lots, a driveway entry on the side street may be up to 24 feet wide if it is located behind the rearmost corner of the main structure and provides access to a garage.
- (19) Fences.
 - (A) Fences are not allowed in the front yard.
 - (B) Fences in the side yard must be set back at least five feet from the main plane of the front facade.
 - (C) Fences may be constructed of brick, chain link, stone, wood, wrought iron, or a combination of these materials.
 - (D) Fences in side yards may not exceed six feet in height.
 - (E) Fences in cornerside yards abutting Greenville Avenue, Matilda Street, or Skillman Street may not exceed nine feet in height.
 - (F) Fences in rear yards may not exceed nine feet in height.

- (20) Front facade.
 - (A) The facade of a main structure containing the main entrance may not face a side street.
 - (B) Satellite dishes may not be mounted on the front facade.
- (21) Foundations. Foundations must be raised at least 12 inches above grade.
- (22) Porches. Porches must have a minimum depth of eight feet.
- (23) Retaining walls.
 - (A) Retaining walls may not be more than six inches above the soil being retained.
 - (B) Retaining walls must be constructed of reinforced masonry.
- (24) Roofing materials.
 - (A) Corrugated plastic roofing is not allowed.
 - (B) Except as provided in the architectural standards for specific styles, built-up, membrane, rolled, and tar-and-gravel roofing is allowed only on roofs with a slope of 10 degrees or less.
- (25) Slope.
 - (A) The existing slope of a lot must be maintained. This provision does not prevent minor grading as necessary to allow construction, prevent lot-to-lot drainage, or match the slope of contiguous lots.
 - (B) A driveway with retaining walls may be cut into the slope of a lot provided that the driveway is straight.
 - (C) For purposes of this subsection, “slope” means any change in elevation from the front lot line to the rear lot line or from a side lot line to the other side lot line.
- (26) Steps. Existing rolling or waterfall steps leading from the sidewalk to the main structure must be retained, except that when existing rolling or waterfall steps are damaged and must be replaced, the replacement must match the rolling or waterfall steps.

- (27) Walkways.
 - (A) Walkways must be constructed of concrete, brick, stone, or a similar material.
 - (B) Walkways must lead to the front porch or front entrance.
 - (C) Walkways may be straight or curved.
- (28) Windows. The following applies to the front facade and cornerside facade.
 - (A) Only transparent glass, stained glass, or leaded glass is allowed in windows.
 - (B) Non-wood (metal or vinyl) window frames must have a finish that is indistinguishable from the finish on wood windows.
 - (C) Glass block may not be used on front facades. On the cornerside facade, glass block may be used only in bathroom windows or sidelights.
 - (D) Windows must be typical of the style of the structure. See Exhibit B.
- (e) Architectural standards for new construction.
 - (1) The front facade and wrap-around of new construction may only be built in the Colonial Revival, Craftsman, Prairie, or Tudor style in compliance with the architectural standards for that style, or in its original (1945 or earlier) architectural style. See Exhibit B.
 - (2) New construction that is built after the date of creation of this conservation district that is built in the Colonial Revival, Craftsman, Prairie, or Tudor style, or in an original architectural style, will be treated as a contributing structure.
 - (3) These architectural standards for new construction apply only to the front facade and wrap-around.
- (f) Architectural standards for remodeling.
 - (1) If a contributing structure is remodeled, the remodeling must comply with the standards for its architectural style for that element of the structure being remodeled. See Exhibit B for a list of contributing structures.
 - (2) If an original (1945 or earlier) noncontributing structure is remodeled, the remodeling must be compatible with its original (1945 or earlier) architectural style. See Exhibit B for a list of original noncontributing structures.

- (3) If a non-original (after 1945) noncontributing structure is remodeled, the remodeling must comply with the standards for the Colonial Revival, Craftsman, Prairie, or Tudor style for that element of the structure being remodeled. See Exhibit B for a list of non-original noncontributing structures. All subsequent remodeling must be in the same architectural style as the first remodeling.
- (4) The architectural standards for remodeling apply only to the front facade and wrap-around.
- (g) Architectural standards for Colonial Revival structures.
 - (1) Applicability.
 - (A) Contributing Colonial Revival structures are identified in Exhibit B.
 - (B) New construction structures that are built in the Colonial Revival style must comply with the following standards.
 - (C) Colonial Revival structures that are remodeled must comply with the applicable standards for that portion of the structure being remodeled.
 - (D) These architectural standards apply only to the front facade and wrap-around.
 - (2) Architectural features. The following architectural features must be maintained or duplicated. New construction structures that are built in the Colonial Revival style must incorporate at least six of these features. See Exhibit B.
 - (A) Centered front gable.
 - (B) Decorative cornices.
 - (C) Double-hung windows grouped in pairs and with multiple lights in one or both of the sashes.
 - (D) Front entry feature with decorative (crown) pediment supported by pilasters or extended forward and supported by slender columns.
 - (E) Pair of carriage lights flanking the front main entrance.
 - (F) Sidelights or fanlight around the main entrance.
 - (G) Slender chimney with simple design.
 - (H) Symmetrical fenestration on the front facade with a centered front main entrance.

- (I) Symmetrical dormers on the front facade roof.
 - (J) Wooden shutters.
- (3) Materials.
 - (A) Colonial Revival structures must be clad in brick, stone, stucco, wood or material that looks like wood, or a combination of these materials.
 - (B) Any materials used for remodeling must be appropriate to the Colonial Revival style in type, color, coursing, joint detailing, mortaring, size, and texture.
- (4) Roofs.
 - (A) Colonial Revival structures must have a cross-gabled or side-gabled roof with a low to moderate roof slope between 20 degrees and 45 degrees.
 - (B) The maximum roof overhang is 24 inches.
 - (C) Hipped roofs are not allowed.
 - (D) The following roofing materials are allowed: clay tiles, composition shingles, slate tiles, synthetic clay tiles, synthetic wood shingles, terra-cotta tiles, and wood shingles. The following roofing materials are not allowed: built-up, metal, and membrane.
- (5) Windows.
 - (A) Windows must be double-hung with multiple-light upper sashes.
 - (B) Windows on the front facade must be a vertical rectangle.
 - (C) Glass in windows and doors on the front facade must be clear or leaded.
 - (D) Muntins and mullions must be expressed (have a profile).
 - (E) Windows must be typical of the Colonial Revival style. See Exhibit B.
- (h) Architectural standards for Craftsman structures.
 - (1) Applicability.
 - (A) Contributing Craftsman structures are identified in Exhibit B.

- (B) New construction structures that are built in the Craftsman style must comply with the following standards.
 - (C) Craftsman structures that are remodeled must comply with the applicable standards for that portion of the structure being remodeled.
 - (D) These architectural standards apply only to the front facade and wrap-around.
- (2) Architectural features. The following architectural features must be maintained or duplicated. New construction structures that are built in the Craftsman style must incorporate at least six of these features. See Exhibit B.
- (A) Brick or stone exterior chimney.
 - (B) Decorative beams or braces under the gables.
 - (C) Gabled dormers.
 - (D) Half-timbering detail on gables.
 - (E) Porte cochere.
 - (F) Separate front porch roof structure with a separate front gable.
 - (G) Small, high windows on each side of an exterior chimney.
 - (H) Small window on gable.
 - (I) Solid balustrade of brick or wood on the front porch.
 - (J) Ventilation louvers on gable.
 - (K) Window boxes.
- (3) Front porches.
- (A) The front porch must be a minimum of 50 percent of the width of the front facade.
 - (B) The front porch roof must be supported by square or tapered columns with a brick or stone base.
 - (C) The front porch may be surrounded by a balustrade or railing of wood or materials matching the front facade.

- (D) Front porches must be open-air.
- (E) The front entryway must have a Craftsman style wood door.
- (4) Materials.
 - (A) Craftsman structures must be clad in brick, wood or material that looks like wood, or a combination of these materials. Stone accents are allowed. Stucco is allowed only in gables.
 - (B) Any materials used for remodeling must be appropriate to the Craftsman style in type, color, coursing, joint detailing, mortaring, size, and texture.
- (5) Porte cocheres. Porte cochere columns must match the porch columns.
- (6) Roofs.
 - (A) Craftsman structures must have a cross-gabled, front-gabled, or side-gabled roof with a shallow roof slope between 20 degrees and 30 degrees.
 - (B) The minimum roof overhang is 24 inches.
 - (C) Dormers may be gabled or shed.
 - (D) Roofs must have exposed roof rafter tails.
 - (E) Beadboard must be used under eaves.
 - (F) The following roofing materials are allowed: clay tiles, composition shingles, slate tiles, standing seam metal, synthetic clay tiles, synthetic wood shingles, terra-cotta tiles, and wood shingles. The following roofing materials are not allowed: built-up and membrane.
- (7) Windows.
 - (A) Windows must be casement, double-hung with 1-over-1 lights, double-hung with multiple lights, or mission-styled. See Exhibit B.
 - (B) Windows must be grouped in clusters of two or three.
 - (C) Windows may have stained glass.
 - (D) Muntins and mullions must be expressed (have a profile).
 - (E) Windows must be typical of the Craftsman style. See Exhibit B.

(i) Architectural standards for Prairie structures.

(1) Applicability.

- (A) Contributing Prairie structures are identified in Exhibit B.
- (B) New construction structures that are built in the Prairie style must comply with the following standards.
- (C) Prairie structures that are remodeled must comply with the applicable standards for that portion of the structure being remodeled.
- (D) These architectural standards apply only to the front facade and wrap-around.

(2) Architectural features. The following architectural features must be maintained or duplicated. New construction structures that are built in the Prairie style must incorporate at least six of these features. See Exhibit B.

- (A) Broad, short interior chimney.
- (B) Contrasting caps on porches, piers, balcony railings, and chimneys.
- (C) Contrasting wood trim between stories.
- (D) Decorative casement windows.
- (E) Decorative trim under enclosed eaves that emphasizes horizontal lines.
- (F) Dormer centered on the front facade.
- (G) Flattened pedestal urns at front entrance.
- (H) Hipped dormer.
- (I) Massive square masonry porch supports.
- (J) Tiled roof.
- (K) Window boxes.

(3) Front porches.

- (A) A front porch is required.

- (B) The front porch must be a minimum of 50 percent of the width of the front facade.
 - (C) Front porches must be open-air.
- (4) Materials.
 - (A) Prairie structures must be clad in brick, stone, wood or material that looks like wood, or a combination of these materials.
 - (B) Any materials used for remodeling must be appropriate to the Prairie style in type, color, coursing, joint detailing, mortaring, size, and texture.
- (5) Roofs.
 - (A) Prairie structures must have a hipped or side-gabled roof with low to moderate roof slope between 20 degrees and 40 degrees.
 - (B) The minimum roof overhang is 24 inches.
 - (C) The following roofing materials are allowed: clay tiles, composition shingles, slate tiles, standing seam metal, synthetic wood shingles, synthetic clay tiles, terra-cotta tiles, and wood shingles. The following roofing materials are not allowed: built-up and membrane.
- (6) Windows.
 - (A) Windows must be casement or double-hung and may have multi-pane upper sashes.
 - (B) Muntins and mullions must be expressed (have a profile).
 - (C) Windows must be typical of the Prairie style. See Exhibit B.
- (j) Architectural standards for Tudor structures.
 - (1) Applicability.
 - (A) Contributing Tudor structures are identified in Exhibit B.
 - (B) New construction structures that are built in the Tudor style must comply with the following standards.
 - (C) Tudor structures that are remodeled must comply with the applicable standards for that portion of the structure being remodeled.

- (D) These architectural standards apply only to the front facade and wrap-around.
- (2) Architectural features. The following architectural features must be maintained or duplicated. New construction structures that are built in the Tudor style must incorporate at least five of these features. See Exhibit B.
 - (A) Arched front doorway.
 - (B) Chimney on the front facade with decorative patterns, twin flues, or chimney pots.
 - (C) Dormers with stained or leaded glass.
 - (D) Front porch with multiple round arches supported by columns.
 - (E) Overlapping steeply pitched cross gables with decorative half-timbering or verge board.
 - (F) Tall, narrow windows clustered in groups of three or more with stained glass, leaded glass, or multiple lights.
 - (G) Turned cast-stone front porch columns.
 - (H) Stone accents on porch columns, around doors and windows, or on the corners of the structure.
 - (I) Wooden front door.
- (3) Chimney. Tudor structures must have a massive exterior chimney of at least five feet in width on the front facade or wrap-around. See Exhibit B.
- (4) Front porches.
 - (A) Front porches must be open-air.
 - (B) Front porches must be at least 25 percent and no more than 50 percent of the width of the front facade.
- (5) Materials.
 - (A) Tudor structures must be clad in brick. Stone accents are allowed. Brick, stucco with wooden half-timbering, wood shingles, and wood siding are allowed in gables.

- (B) Any materials used for remodeling must be appropriate to the Tudor style in type, color, coursing, joint detailing, mortaring, size, and texture.

(6) Roofs.

- (A) Tudor structures must have a side-gabled roof with a steep roof slope between 45 degrees and 70 degrees.
- (B) The maximum roof overhang is 12 inches.
- (C) Tudor structures must have at least one front-facing gable.
- (D) The following roofing materials are allowed: clay tiles, composition shingles, slate tiles, synthetic wood shingles, synthetic clay tiles, terra-cotta tiles, and wood shingles. The following roofing materials are not allowed: built-up, membrane, and standing seam metal.
- (E) Copper roofing accents are allowed only on dormers and eyebrows of Tudor style structures.

(7) Windows.

- (A) Windows must be double-hung or casement. Stained glass windows may be any type of fixed window.
- (B) Windows must have multiple lights.
- (C) Windows must be clear, stained glass, or leaded glass.
- (D) Muntins and mullions must be expressed (have a profile).
- (E) Windows must be typical of the Tudor style. See Exhibit B.

(k) Procedures.

- (1) Review form applications. A review form application must be submitted to the Director for any exterior alteration of a front facade or wrap-around and for new construction.
- (2) Work requiring a building permit.
 - (A) Upon receipt of a review form application for work requiring a building permit, the building official shall refer the review form application to the Director to determine whether the new construction or remodeling meets the standards of this ordinance. The review of the review form application

by the Director must be completed within 30 days after submission of a complete review form application.

- (B) If the Director determines that the new construction or remodeling complies with the standards of this ordinance, the Director shall approve the review form application, and forward it to the building official, who shall issue the building permit if all requirements of the construction codes and other applicable ordinances have been met.
- (C) If the Director determines that the new construction or remodeling does not comply with the standards of this ordinance, the Director shall state in writing the specific requirements to be met before issuance of a building permit, deny the review form application, and forward it to the building official, who shall deny the building permit. The Director shall give written notice to the applicant stating the reasons for denial of the review form application. Notice is given by depositing the notice properly addressed and postage paid in the United States mail. The notice to the applicant must be sent to the address shown on the review form application.

(3) Work not requiring a building permit.

- (A) For work not requiring a building permit, the applicant must submit a review form application. The Director shall determine whether the proposed new construction or remodeling meets the standards of this ordinance. The review of the review form application by the Director must be completed within 10 days after submission of the review form application.
- (B) If the Director determines that the new construction or remodeling complies with the standards of this ordinance, the Director shall approve the review form application and give written notice to the applicant.
- (C) If the Director determines that the new construction or remodeling does not comply with the standards of this ordinance, the Director shall state in writing the specific requirements to be met before an approval can be granted. The Director shall give written notice to the applicant stating the reasons for denial. Notice is given by depositing the notice properly addressed and postage paid in the United States mail. Notice to the applicant must be sent to the address shown on the review form application.

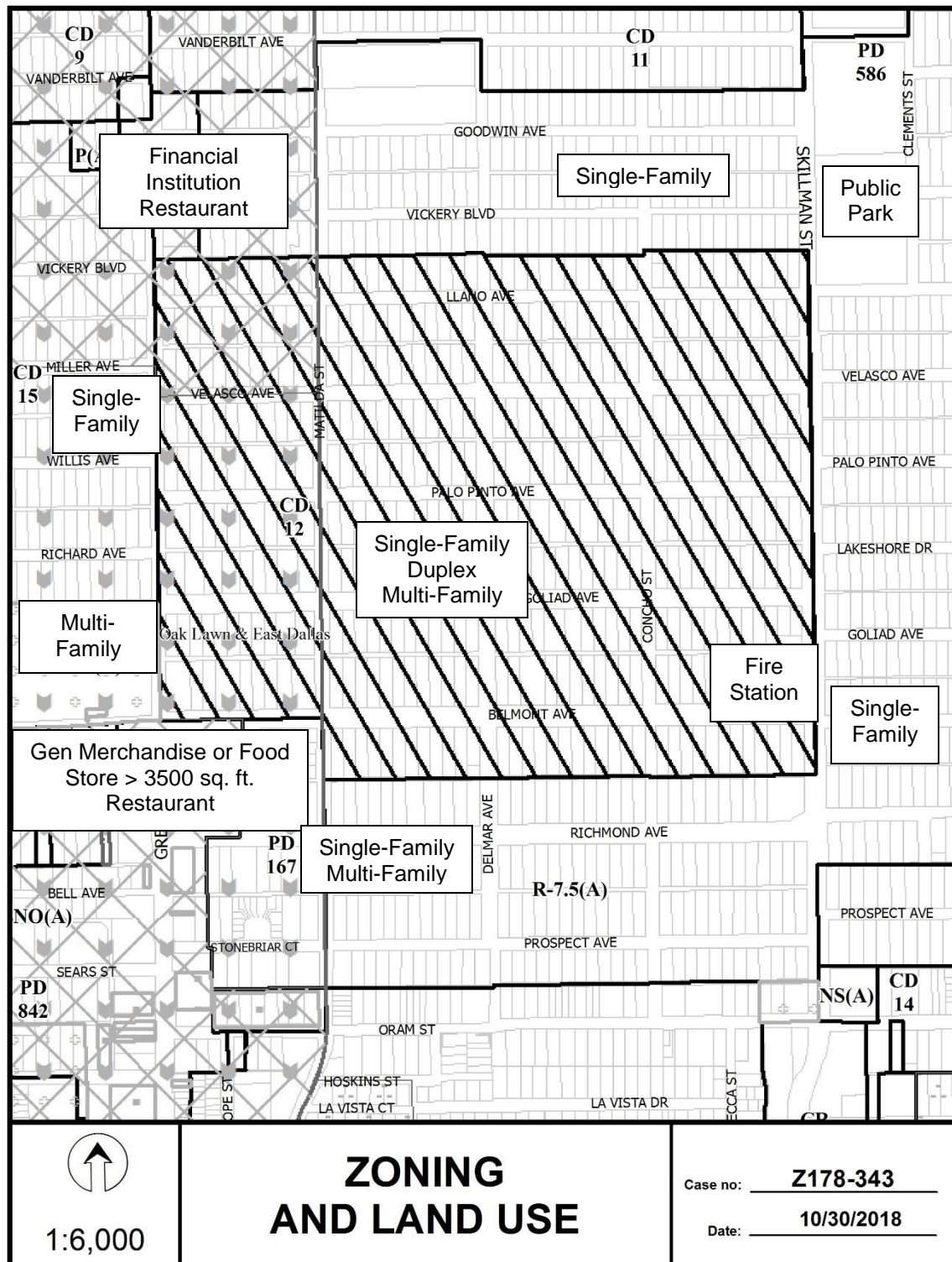
(4) Appeals.

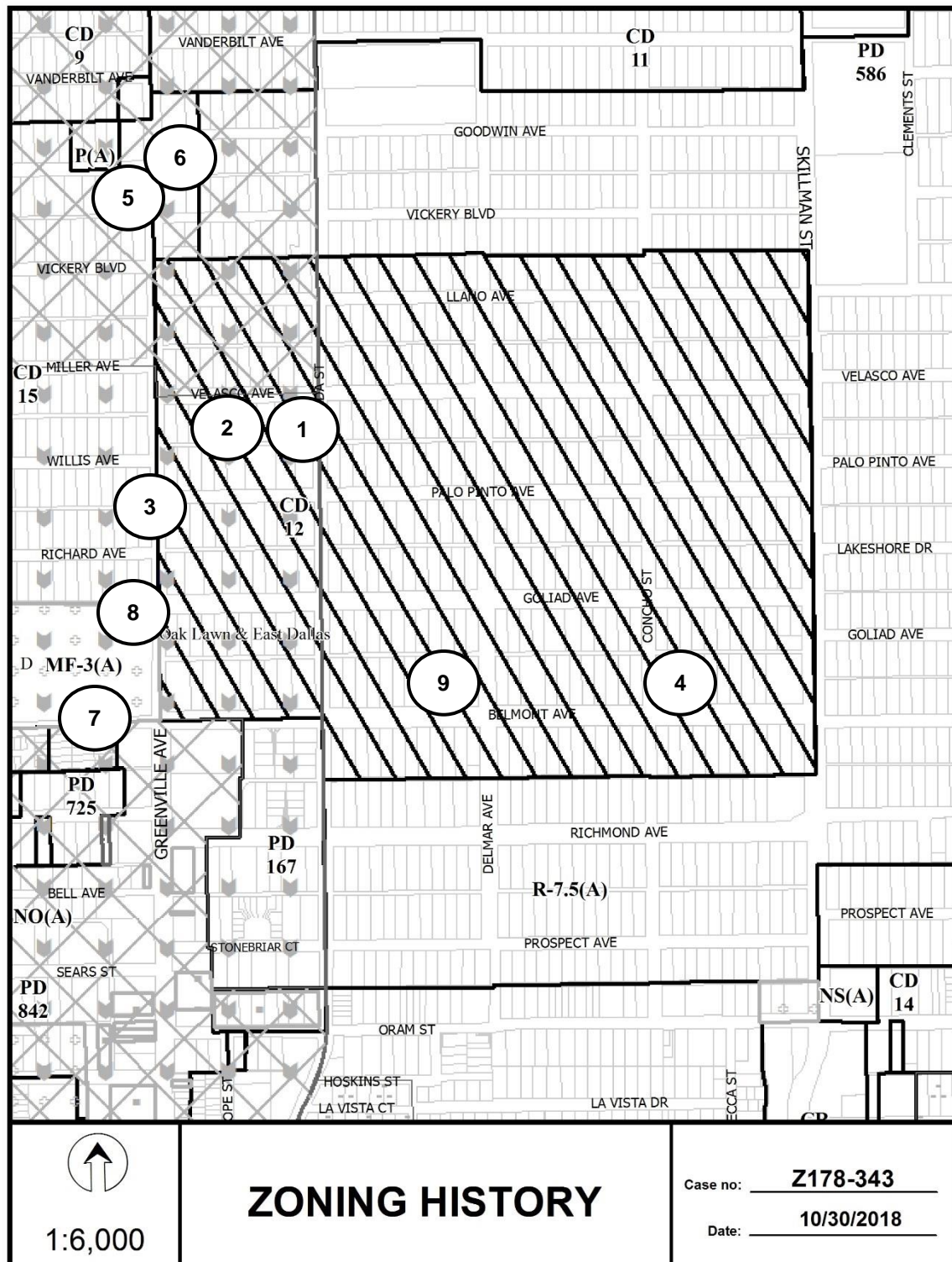
- (A) An applicant may appeal any decision made by the Director to the board of adjustment. See Section 51A-4.703, "Board of Adjustment Hearing Procedures."

- (B) In considering the appeal, the sole issue before the board of adjustment is whether the Director erred in the decision. The board of adjustment shall consider the same standards that were required to be considered by the Director.
- (C) Appeal to the board of adjustment is the final administrative remedy.









CPC Responses



11/14/2018

Reply List of Property Owners***Z178-343******652 Property Owners Notified******35 Property Owners in Favor******31 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	5700 LLANO AVE	KEIMER TRACEY A
	2	5706 LLANO AVE	COUSINS WILLIAM RANDALL & RENEE ELIZABETH
	3	5710 LLANO AVE	GULDEN YOO EUN EMILY
	4	5714 LLANO AVE	HUDSON KEVIN & CHRISTINA
	5	5718 LLANO AVE	MATTHEWS R TRAVIS &
	6	5730 LLANO AVE	GOODE DAWN MARIE
	7	5732 LLANO AVE	WILLIAMS STUART & LEAH
	8	5740 LLANO AVE	SMITH ANDEW K
X	9	5746 LLANO AVE	LOTT AMY E
	10	5739 VELASCO AVE	ZIN LIN M & DOANH K LUONG
	11	5735 VELASCO AVE	SBRJWM LTD
	12	5731 VELASCO AVE	GUYNES JASON D
	13	5727 VELASCO AVE	LARREMORE DONNA F
	14	5721 VELASCO AVE	TREECE RUSSELL
	15	5719 VELASCO AVE	SILVA MICHAEL & SUSAN
	16	5715 VELASCO AVE	ZINSER LUIS G & EMILY A
O	17	5709 VELASCO AVE	LONG C BRENT &
	18	5705 VELASCO AVE	FREEDMAN TAMRA
	19	5701 VELASCO AVE	BAIN P LINDLEY
	20	5800 LLANO AVE	WIDELL CHRISTOPHER & JENNIE HAYES
	21	5806 LLANO AVE	CROUCH JAMES W JR
	22	5810 LLANO AVE	ALEXANDER FAMILY TRUST THE
	23	5814 LLANO AVE	FOSS ELIZABETH
	24	5818 LLANO AVE	WILLIAMS MICHAEL D &
	25	5824 LLANO AVE	SHETTY RAJESH &
	26	5826 LLANO AVE	SMITH EVAN E & KATHERINE B

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	5828 LLANO AVE	STEWART JOSEPH M & SALLY P
	28	5832 LLANO AVE	SCHORLEMER PROPERTIES LLC &
	29	5836 LLANO AVE	DELGADO JANEY
	30	5842 LLANO AVE	BYRD BLAKE & NINA
	31	5846 LLANO AVE	CALLAHAN COURTNEY V
	32	5847 VELASCO AVE	PLECKAITIS JOHN T &
	33	5841 VELASCO AVE	WONG LAWRENCE & YOOJIN KIM
	34	5837 VELASCO AVE	CRYPTON LTD
	35	5833 VELASCO AVE	SYKES ANDREW
X	36	5831 VELASCO AVE	SCOTTHARRIS JANET L
	37	5827 VELASCO AVE	MCNAMARA DONNA K & TIMOTHY J
	38	5821 VELASCO AVE	PEARSON DEREK & WHITE BROOKE
	39	5819 VELASCO AVE	BURGER STAN R
	40	5815 VELASCO AVE	INBODEN LYDIA N
	41	5811 VELASCO AVE	SHAMPAIN RICHARD H
	42	5807 VELASCO AVE	PROVENCAL TERRI A
	43	5803 VELASCO AVE	HAYES OWEN
	44	5802 VELASCO AVE	ROBERTS SARAH E &
	45	5806 VELASCO AVE	DINETT KATIE CRISTINA & ANDREW
O	46	5810 VELASCO AVE	BONNEY SAMUEL R
	47	5814 VELASCO AVE	BARNARD RITA L
O	48	5818 VELASCO AVE	FARLEY PATRICK T
	49	5820 VELASCO AVE	CLARK KATHARINE
	50	5826 VELASCO AVE	SIEBER DONALD L & CONSTANCE I
	51	5828 VELASCO AVE	SERIES 1
	52	5834 VELASCO AVE	OLSEN YVAUN E
O	53	5838 VELASCO AVE	HARPER TERI
	54	5842 VELASCO AVE	FALCO PIERRE A & OLIVE ANGELA
	55	5846 VELASCO AVE	BENNETT BILL D CONSTRUCTION INC
	56	5847 PALO PINTO AVE	ALLEN THOMAS FENTON JR & VIRGINIA BONNER MEAD
	57	5841 PALO PINTO AVE	JHR INTERESTS CORP

11/14/2018

	<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
		58	5839 PALO PINTO AVE	GARCIA GILBERT GREGORY & CARRIE GRAF
		59	5835 PALO PINTO AVE	MARTIN ROSS S
		60	5831 PALO PINTO AVE	CANIPE BRADLEY ELLIS & KARYN GRACE
		61	5827 PALO PINTO AVE	KOSTER ROBERT L
		62	5823 PALO PINTO AVE	SIMKO TIMOTHY J
		63	5819 PALO PINTO AVE	STIFOLTER ROBERT M
		64	5815 PALO PINTO AVE	JOHNSON PATRICK K & REBECCA TAYLOR
		65	5811 PALO PINTO AVE	DWYER JAMES R JR &
		66	5807 PALO PINTO AVE	MACKENROTH KEVIN
		67	5801 PALO PINTO AVE	FISCHER RONALD EDWARD
		68	5702 VELASCO AVE	HUDSON HENLEY PROPERTIES
		69	5706 VELASCO AVE	FLOYD CHARLES PATRICK
		70	5710 VELASCO AVE	RICHARDSON LAURA A
	O	71	5714 VELASCO AVE	JOHNS MICHELLE C & WALTER C
		72	5718 VELASCO AVE	CLARK SCOTT R
		73	5722 VELASCO AVE	GONFALONE FABRICE &
		74	5728 VELASCO AVE	ARCHER STEVEN
	X	75	5730 VELASCO AVE	EARMAN LAURA C &
		76	5738 VELASCO AVE	LOCKETT HUDSON C III &
		77	5742 VELASCO AVE	HUNTER KATHLEEN COOK & PAUL
		78	5746 VELASCO AVE	WILLIAMS ANDREW
		79	5747 PALO PINTO AVE	KIRKWOOD MARY C
		80	5737 PALO PINTO AVE	DOHERTY EDMUND H & JESSICA L BURKHARDT
		81	5729 PALO PINTO AVE	HOOPER DAVID & CARI
		82	5723 PALO PINTO AVE	BERNAL JORGE A
		83	5719 PALO PINTO AVE	WOHLFELD ROBERT N
		84	5715 PALO PINTO AVE	BOYD CHRISTOPHER & ELIZABETH
		85	5711 PALO PINTO AVE	DAUWE PHILLIP & LIZ LEVY
		86	5705 PALO PINTO AVE	FRANK S KEITH & SUSAN
		87	5703 PALO PINTO AVE	CHAN JOB CHIKONG &
		88	5702 PALO PINTO AVE	STONE SCOTT L &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	89	5712 PALO PINTO AVE	CHABRIA AJ & KELLI
	90	5716 PALO PINTO AVE	TRAYWICK KEITH T
	91	5718 PALO PINTO AVE	AHERN ELIZABETH
	92	5722 PALO PINTO AVE	RC ELITE BUILDERS
	93	5728 PALO PINTO AVE	SEKIN CHRISTOPHER J
	94	5734 PALO PINTO AVE	PHIPPS MARYANNA D
	95	5740 PALO PINTO AVE	KING JEFFERY C
O	96	5746 PALO PINTO AVE	SHIELDS ROBERT BRIAN
	97	5745 GOLIAD AVE	MCKEE CHRISTOPHER A &
	98	5741 GOLIAD AVE	KRAUSE TIMOTHY D & JORJA A
	99	5725 GOLIAD AVE	MERIDIAN TRUST THE
	100	5715 GOLIAD AVE	SHANKS JOHN JOSEPH &
X	101	5711 GOLIAD AVE	MCDERMOTT JAMES M &
O	102	5703 GOLIAD AVE	NORTHROP ROY MICHAEL &
	103	5800 PALO PINTO AVE	RIGNEY DANIEL
	104	5806 PALO PINTO AVE	RILEY ELIZABETH K
	105	5808 PALO PINTO AVE	FISCHER DONALD CARL
	106	5812 PALO PINTO AVE	FISCHER CHERYL LYNN
	107	5818 PALO PINTO AVE	GRAU LAUREN &
	108	5820 PALO PINTO AVE	SPANGLER ELIZABETH ANNE
	109	5826 PALO PINTO AVE	HESTER KRISTINA &
O	110	5834 PALO PINTO AVE	WICK SARA B
	111	5838 PALO PINTO AVE	WOLF CASSANDRA
	112	5840 PALO PINTO AVE	TOSSING DANIEL J & JENNIFER
	113	5846 PALO PINTO AVE	CROUCH RYAN & JULIE
	114	5845 GOLIAD AVE	EMBRY ERIN
	115	5843 GOLIAD AVE	WILDERMAN MICHAEL & IVETTE
	116	5839 GOLIAD AVE	HORTON STEVEN
	117	5833 GOLIAD AVE	MARSHALL JOSEPH E & JULIE M
	118	5829 GOLIAD AVE	COLOSKY THOMAS J & CAITLIN E
	119	5825 GOLIAD AVE	MEGGHP LLC

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	120	5821 GOLIAD AVE	LAWSON HAYDEN E &
	121	5819 GOLIAD AVE	LEVIN MICHAEL & AMY COBBS
	122	5815 GOLIAD AVE	HAMM CHARLOTTE
	123	5811 GOLIAD AVE	FISCHER JUANITA LYNETTE
	124	5807 GOLIAD AVE	TRIPLETT IRVIN TODD
	125	5803 GOLIAD AVE	SWIFT STEPHEN D &
	126	5804 GOLIAD AVE	REAM STERLING
	127	5808 GOLIAD AVE	NELSON BRYANT &
	128	5812 GOLIAD AVE	OESTREICH JEFFREY A
	129	5816 GOLIAD AVE	SABEDRA GLORIA
	130	5820 GOLIAD AVE	EDES MELVIN & KATHY
	131	5824 GOLIAD AVE	HAMBURGER KENNETH
	132	5828 GOLIAD AVE	HOLMES JESSE C
	133	5832 GOLIAD AVE	BALCH BLANE &
	134	5836 GOLIAD AVE	BROWN WILLIAM RICHARD &
	135	5840 GOLIAD AVE	ANGUISH ELLEN STACY
	136	5846 GOLIAD AVE	BAILEY APRIL ALEXANDER
	137	5845 BELMONT AVE	CORCORAN THOMAS JOE III & KRISTINA
	138	5841 BELMONT AVE	FOSHEE MILISSA
	139	5837 BELMONT AVE	ONGENA PATRICK T & JUDITH A
	140	5833 BELMONT AVE	PAULETTI TIMOTHY P
	141	5829 BELMONT AVE	DRESCHER CLIFFORD T
	142	5825 BELMONT AVE	BURR LEAH D
	143	5823 BELMONT AVE	5823 BELMONT LLC
	144	5819 BELMONT AVE	CREEL ROBERT J
	145	5815 BELMONT AVE	DILL DUSTIN
O	146	5807 BELMONT AVE	WOODWARD RUTH K
	147	5805 BELMONT AVE	DELEON JOSE & CYNTHIA
	148	5803 BELMONT AVE	DELEON JOSE & CYNTHIA
	149	5702 GOLIAD AVE	VALADEZ RICARDO C
	150	5708 GOLIAD AVE	WILSON LEANN P

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	151	5712 GOLIAD AVE	GORMAN MARK W & MARGARET
	152	5718 GOLIAD AVE	WHITE CHRISTOPHER B
X	153	5720 GOLIAD AVE	LAMBERT GREG S &
	154	5724 GOLIAD AVE	COLEMAN BRYAN P & DORI L
	155	5728 GOLIAD AVE	MOUNTJOY BRIAN & LAURA
	156	5732 GOLIAD AVE	WOHLEKING KIMBERLY A
O	157	5736 GOLIAD AVE	KETTERSON ANDREW &
	158	5744 GOLIAD AVE	ANDERSEN LAURA & TERRY
	159	5739 BELMONT AVE	USREY CHRISTOPHER ORY
	160	5735 BELMONT AVE	CORLEY GREGORY M & PAMELA C
	161	5733 BELMONT AVE	LUCAS VICTORIA &
	162	5729 BELMONT AVE	TAJZOY YOSEF MALIK
	163	5719 BELMONT AVE	DAVISON SCOTT KEVIN
	164	5715 BELMONT AVE	MCAULAY BRIAN & JEAN
	165	5711 BELMONT AVE	SALVAGGIO CHARLES F &
	166	5701 BELMONT AVE	HILL PATRICIA D
	167	5900 LLANO AVE	GERHAUSER CAROL L
	168	5904 LLANO AVE	HAMILTON JOYCE KAY
	169	5910 LLANO AVE	OLSSON JOHN VIRGIL & MICHELLE ANN
	170	5918 LLANO AVE	HABERER STEFAN M &
	171	5922 LLANO AVE	REFRESHED R E LLC
	172	5926 LLANO AVE	PENNINGTON MICHAEL & ERIN
	173	5930 LLANO AVE	REDWOOD EQUITY LLC SERIES 5930
	174	5934 LLANO AVE	GONZALES ABEL
	175	5938 LLANO AVE	GONZALES JESSE S ESTATE OF
	176	5940 LLANO AVE	KUGLER JAMES MILTON
	177	5946 LLANO AVE	ALAVI INVESTMENTS LLC
	178	5947 VELASCO AVE	ALAVI MANI M & ELAHEH ZARCHI
	179	5943 VELASCO AVE	VANGILDER JAMES FREDERICK &
	180	5939 VELASCO AVE	MOSS CURTIS M & JENNIFER A
	181	5935 VELASCO AVE	AYOOB MICHAEL L

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	182	5929 VELASCO AVE	MCEVOY GERARD M
	183	5927 VELASCO AVE	BOZARTH PAUL GENE JR &
	184	5923 VELASCO AVE	ALAVI MANI M &
	185	5919 VELASCO AVE	EAGLES & HUMMINGBIRDS REVOCABLE
	186	5915 VELASCO AVE	PEREZ CATHERINE
O	187	5911 VELASCO AVE	TROSCLAIR BRADLEY W & MELISSA
	188	5907 VELASCO AVE	ROSS DAVID &
	189	6002 LLANO AVE	BOLIO BRANDON
	190	6006 LLANO AVE	FINNEY WILLIAM PRESTON
	191	6014 LLANO AVE	KEEN HOMES LLC
	192	6018 LLANO AVE	AYALA ESTEBAN
	193	6026 LLANO AVE	GUILLOT GREGORY H
	194	6030 LLANO AVE	BONOMO MICHAEL & ERIN
O	195	6034 LLANO AVE	STEFANIDES JASON
	196	6038 LLANO AVE	GRAMM WILLIAM J
	197	6042 LLANO AVE	GRAMM WILLIAM J
	198	6046 LLANO AVE	HASNAIN SYED S &
	199	6045 VELASCO AVE	DUARTE TOMAS A
	200	6043 VELASCO AVE	GRANADO ENEDINA
O	201	6039 VELASCO AVE	LEVITT DANIEL B
	202	6035 VELASCO AVE	MOLLER SALLY M &
	203	6031 VELASCO AVE	CAMERON ROBERT B
	204	6027 VELASCO AVE	SHELTON TYLER DAVID &
	205	6019 VELASCO AVE	DAVIS DARON
X	206	6015 VELASCO AVE	GREEN MICHAEL & JULIA
X	207	6009 VELASCO AVE	POHL HENRY E III &
	208	6007 VELASCO AVE	BAILEY DAVID D ETAL
	209	6001 VELASCO AVE	VINCENT BENJAMIN J
	210	6000 VELASCO AVE	DOLANCOURT HOLDINGS LLC
	211	6006 VELASCO AVE	BOSKI JONATHAN
	212	6010 VELASCO AVE	SHEEHAN BRAD & SHAMSIA W OSMAN

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	213	6014 VELASCO AVE	HARTNETT KATHERINE MARIE
	214	6016 VELASCO AVE	TARANTINO GIOVANNA
	215	6022 VELASCO AVE	GUL CEYLAN E
	216	6026 VELASCO AVE	M Y A L TEXAS LLC
	217	6030 VELASCO AVE	INGRAM JEFFREY
	218	6034 VELASCO AVE	MIRELES NANCY LINDA
X	219	6038 VELASCO AVE	CAROLLO DARREN & ANGELA
	220	6042 VELASCO AVE	MCREYNOLDS JASON & RACHELLE
	221	6044 VELASCO AVE	VOSKUHL GENE W & DAVID J RODRIGUEZ
O	222	6045 PALO PINTO AVE	SAVAGE SUE ELLEN
	223	6039 PALO PINTO AVE	CANTU RAUL & STEPHANIE S
	224	6037 PALO PINTO AVE	BRIDWELL CAROLYN
	225	6033 PALO PINTO AVE	FLEWHARTY CHERYL LYN
	226	6029 PALO PINTO AVE	GUMMER CHARLES JAY &
	227	6025 PALO PINTO AVE	HEATH JAMES D
	228	6017 PALO PINTO AVE	HERRERA ESTEBAN &
	229	6013 PALO PINTO AVE	BROWN STEPHEN B
	230	6009 PALO PINTO AVE	CLOUGH BRENTON A &
	231	6005 PALO PINTO AVE	ONTIVEROS EULALIA
	232	6003 PALO PINTO AVE	BROWN TRAVIS JENNINGS
	233	5900 VELASCO AVE	ROBERTSON EDWARD T &
X	234	5906 VELASCO AVE	TURK MARK
	235	5910 VELASCO AVE	PARK WILLIAM R & MARTHA M
	236	5914 VELASCO AVE	APGAR MARGARET & DOUGLAS
	237	5918 VELASCO AVE	STERN STEVEN R
	238	5922 VELASCO AVE	BURGER STAN R & JOYANNE E
	239	5928 VELASCO AVE	EAST DALLAS EQUITIES LP
	240	5936 VELASCO AVE	AYOOB MICHAEL
	241	5938 VELASCO AVE	GAMPER JUDY
	242	5942 VELASCO AVE	BOYER CREED M
	243	5946 VELASCO AVE	SALZER JAY H

11/14/2018

	<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
		244	5943 PALO PINTO AVE	SCHULZ NORBERT JON & AMANDA J
		245	5939 PALO PINTO AVE	ALLUMS MARVIN & DAWN
		246	5935 PALO PINTO AVE	DAMICO BRAD C & AMY L
		247	5931 PALO PINTO AVE	CANALES SAMUEL I
		248	5927 PALO PINTO AVE	HILLE MICHELE & PAUL I
		249	5923 PALO PINTO AVE	WORME CLAUDIA
		250	5917 PALO PINTO AVE	SCHNEIDERMAN EMET D &
		251	5915 PALO PINTO AVE	WAGNER PETER D & KATHERINE
		252	5909 PALO PINTO AVE	GUMMELT SAMUEL & MARY
		253	5902 PALO PINTO AVE	REGITZ MICHAEL B & TAMMY L
		254	2416 DELMAR AVE	GUNN GARY K EST OF
		255	5906 PALO PINTO AVE	FIGUEREDO TEODORO
		256	5910 PALO PINTO AVE	BOBWHITE ENTERPRISES LP
		257	5914 PALO PINTO AVE	MAZUREK WILFRED
		258	5926 PALO PINTO AVE	CANIPE CARLA RUSH
		259	5930 PALO PINTO AVE	MORRELL PAMELA D
		260	5936 PALO PINTO AVE	WATSON ERIC THEODORE
		261	5942 PALO PINTO AVE	FRANKLAND WAYNE A
	X	262	5946 PALO PINTO AVE	KOHLER GORDON K & ELIZABETH B
		263	5947 GOLIAD AVE	JEFF BARON HOMES LLC
		264	5943 GOLIAD AVE	LEUNG KEVIN & ROXANA
		265	5939 GOLIAD AVE	GARRETT RALPH K
		266	5935 GOLIAD AVE	MORGAN PARK LTD &
	O	267	5931 GOLIAD AVE	POPE DAVID L & ELIZABETH
	X	268	5927 GOLIAD AVE	HALL CARLOS
		269	5923 GOLIAD AVE	COATES DILLARD L &
		270	5919 GOLIAD AVE	BALLINGER JAMES A
	O	271	5911 GOLIAD AVE	DATTALO DARREN WAYNE
		272	5909 GOLIAD AVE	SAMART SHANTALA R & AARYAN N
		273	5903 GOLIAD AVE	TURLINGTON JACK E &
		274	6002 PALO PINTO AVE	WHITE ERICA

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	275	6006 PALO PINTO AVE	UNVERZAGT ANDREW &
	276	6010 PALO PINTO AVE	STECKLEIN CHARLES B & AMY
	277	6014 PALO PINTO AVE	GIBBS JENNIFER L & CHAD THIBODEAUX
	278	6016 PALO PINTO AVE	OBERMEYER PAUL R & CINDY S
	279	6020 PALO PINTO AVE	CAPPS MICHAEL L & JESSICA R
	280	6024 PALO PINTO AVE	SMITHER ALICIA
	281	6028 PALO PINTO AVE	REED JOHN D
	282	6034 PALO PINTO AVE	JOSHI RAHUL R &
	283	6036 PALO PINTO AVE	CLARK EDWARD WILLIAMS &
	284	6042 PALO PINTO AVE	BRICKER LEAH C
	285	6046 PALO PINTO AVE	APODACA MYRNA
	286	6047 GOLIAD AVE	RUSSO LEO PAUL JR
	287	6043 GOLIAD AVE	TEEPLE PHILIP K
O	288	6039 GOLIAD AVE	TAYLOR JOHN W
	289	6035 GOLIAD AVE	TILLMAN CAROLE A BAREFOOT
	290	6031 GOLIAD AVE	6031 GOLIAD LLC
	291	6027 GOLIAD AVE	ENZLER MATTHEW S & DARA D
	292	6023 GOLIAD AVE	FOSTER DANIELLE
	293	6019 GOLIAD AVE	SCHLETTER ANNABELLE ASHLEY
	294	6015 GOLIAD AVE	HERMAN CARL A
O	295	6011 GOLIAD AVE	BIONDE MARIA L
O	296	6007 GOLIAD AVE	HUNT GREG B
	297	6001 GOLIAD AVE	KARAM MARTHA ROSE
	298	6000 GOLIAD AVE	HALE BRUCE E & VALLI J
X	299	6006 GOLIAD AVE	SPARKS ANNE
O	300	6008 GOLIAD AVE	SMITH CASEY R
	301	6012 GOLIAD AVE	KANE JEFFREY
	302	6018 GOLIAD AVE	CORCORAN CAROL
	303	6022 GOLIAD AVE	CORELL JAMES
	304	6026 GOLIAD AVE	SMITH ALLISON V
	305	6030 GOLIAD AVE	TRAN KATE

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	306	6034 GOLIAD AVE	SHIELDS REVOCABLE TRUST THE
	307	6038 GOLIAD AVE	MAI AUSTIN RICHARD
	308	6040 GOLIAD AVE	BRANNON JEFFREY M &
	309	6046 GOLIAD AVE	TWITO DANIEL &
	310	2317 SKILLMAN ST	RUSSELL CHARLENE P
	311	6033 BELMONT AVE	DAVIS LARA K & STEVEN L
	312	6031 BELMONT AVE	PAPATHANASIOU PAVLOS T
	313	6027 BELMONT AVE	MARTIN NOAH G
	314	6021 BELMONT AVE	COULTER PETER STEPHEN & JAMIE STARR
	315	6019 BELMONT AVE	MORAS ANGELA &
	316	6015 BELMONT AVE	MCNORTON KENT &
	317	6011 BELMONT AVE	ALLEN JAMES WILLIAM BONSIGNORE
X	318	6007 BELMONT AVE	SAGE BARY & GEYDEN
	319	6003 BELMONT AVE	GLOVER GRACE PETERSON
	320	5902 GOLIAD AVE	DEGIRONEMO LOUIS
X	321	5906 GOLIAD AVE	SANFORD CONNIE D
X	322	5910 GOLIAD AVE	HIROMOTO ROSA
	323	5912 GOLIAD AVE	PLASKOTA ANDRE
	324	5920 GOLIAD AVE	WEIR DANIEL R & MARTHA
	325	5924 GOLIAD AVE	HOGG ANNA M
	326	5930 GOLIAD AVE	BAILEY KEVIN &
	327	5934 GOLIAD AVE	ROBERTS TAYLOR A &
	328	5938 GOLIAD AVE	JAMISON CRYSTAL &
	329	5940 GOLIAD AVE	LAHRMAN TERRA R
O	330	5946 GOLIAD AVE	LEWIS D W
	331	5941 BELMONT AVE	NERI MICHAEL J JR &
	332	5939 BELMONT AVE	POWELL JOHN & KYLA REVOCABLE
	333	5935 BELMONT AVE	CULPEPPER KELLI L &
	334	5929 BELMONT AVE	ABBOTT RONNIE D & JENNY LYNN
O	335	5923 BELMONT AVE	SCHOLER KRISTIN &
	336	5919 BELMONT AVE	MARTINEZ HECTOR

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
X	337	5911 BELMONT AVE	MCLAIN H B & DOROTHY
O	338	5905 BELMONT AVE	WHITE TIMOTHY P &
	339	5901 BELMONT AVE	5901 BELMONT ACQUISITION LLC
	340	5800 BELMONT AVE	DOTTER DOUGLAS & LAURIE L
	341	5806 BELMONT AVE	ESPINOSA EARNEST B
	342	5808 BELMONT AVE	GONZALEZ ENGILBERTO
	343	5822 BELMONT AVE	JAHN ALFREDO
	344	5826 BELMONT AVE	PARSONS MATTHEW CHARLES & LAVANYA HARI
	345	5830 BELMONT AVE	BEECHERL HELEN WARREN
	346	5834 BELMONT AVE	SULLIVAN MICHAEL P & JENNIFER G
	347	5838 BELMONT AVE	VOELKER JAMES H
	348	5840 BELMONT AVE	ARENBERG LEE TODD &
	349	5844 BELMONT AVE	TATUM STACEY L &
	350	2219 DELMAR AVE	HOLMES BILLY GENE LIVING TR &
	351	5902 BELMONT AVE	WALKER ANDREW STEPHEN
	352	5904 BELMONT AVE	SORG LORI ANN & JAMES R
O	353	5908 BELMONT AVE	PITTMAN MARLA S &
	354	5912 BELMONT AVE	PERRILLO REVOCABLE TRUST
X	355	5916 BELMONT AVE	BEASLEY WILLIAM SCOTT & PAULA
	356	5922 BELMONT AVE	CLARK SCOTT &
	357	5926 BELMONT AVE	COMPLETELY HIS INC
	358	5930 BELMONT AVE	LEWIS DEBORAH B
	359	5934 BELMONT AVE	ADAMSON CAROL &
	360	5938 BELMONT AVE	CONTRERAS LETICIA
	361	5942 BELMONT AVE	ATWELL KRISTIN PAYNE
	362	6002 BELMONT AVE	RAINEY DIONNE C & WILLIAM L JR
	363	6006 BELMONT AVE	GRIMSLEY DANIEL M & TRISHA E
	364	6010 BELMONT AVE	KENNEALLY ANNE MARIA &
	365	6014 BELMONT AVE	ORLANDO JOSEPH &
	366	6016 BELMONT AVE	BARNETT DANIEL S
X	367	6022 BELMONT AVE	GUTIERREZ JUANITA M

11/14/2018

	<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
		368	6026 BELMONT AVE	JOSHKO MARK J
		369	6030 BELMONT AVE	MEISTER D JOSEPH & ASHLEY A
		370	6034 BELMONT AVE	MORENO MARY LINDA &
		371	6036 BELMONT AVE	MAYER STEWART R
		372	6042 BELMONT AVE	7411 AXMINSTER LP
		373	6046 BELMONT AVE	LOZANO CONCEPCION LOPEZ
		374	5745 LLANO AVE	MAYES WENDY & EVAN Z
	X	375	5743 LLANO AVE	HARSHMAN LEEANNE KATHERINE
		376	5739 LLANO AVE	DISARIO WILLIAM ANDREW &
	X	377	5735 LLANO AVE	WHITE WHITLEY ANN
		378	5731 LLANO AVE	BROWN JOSH & DANIELLE
		379	5727 LLANO AVE	NORTHCUTT RYAN
		380	5723 LLANO AVE	COMLEY SCOTT
		381	5719 LLANO AVE	LEA PHILIP JACOB & MAGGIE JUNE
		382	5847 LLANO AVE	DOJO LP
		383	5843 LLANO AVE	HARTIG BRIAN J &
		384	5837 LLANO AVE	GRANITE RE HOLDINGS LLC
		385	5835 LLANO AVE	PULLMAN JOHN
		386	5829 LLANO AVE	ALLEN DAVID &
		387	5827 LLANO AVE	SHEA NATALIE A &
		388	5823 LLANO AVE	WOOD MARK A & PAMELA G
	X	389	5821 LLANO AVE	WILSON MATTHEW STEVEN &
	O	390	5813 LLANO AVE	CAMPAGNA ANTHONY J SR &
		391	5809 LLANO AVE	OLIFF JONATHAN W & DANESE
		392	5807 LLANO AVE	GOODALL STEVEN & LINDA K
		393	5803 LLANO AVE	LAWRENCE CRAIG &
		394	5947 LLANO AVE	SKILLING KRISTIN
		395	5943 LLANO AVE	AA LAMB REAL ESTATE LLC
		396	5937 LLANO AVE	NIBLER KEVIN W
		397	5935 LLANO AVE	THOMSEN TAMI KAY
	O	398	5929 LLANO AVE	SHORT ERIC D &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	399	5927 LLANO AVE	WALDRON RICHARD C LIFE EST &
	400	5921 LLANO AVE	OLIVO HIRAM
	401	5919 LLANO AVE	SHAH SAMIR H & SHIBA
	402	5915 LLANO AVE	PADAYACHEE RAIGEN & ROBIN
	403	5911 LLANO AVE	EDWARDS KRYSTA R
	404	5907 LLANO AVE	FERNANDO JOSEPH R &
	405	5901 LLANO AVE	HALEY GREGORY J
	406	6047 LLANO AVE	GOETZELMAN SARA J
	407	6043 LLANO AVE	6043 LLANO LLC
	408	6037 LLANO AVE	OROURKE DOUGLAS P & LAURA J
	409	6035 LLANO AVE	SEIMS DOUGLAS W & BROOKE
	410	6031 LLANO AVE	CROZIER CHRISTOPHER A
	411	6027 LLANO AVE	KIRBY L WILLIAM &
X	412	6021 LLANO AVE	HOPKINS KEITH PRO &
	413	6017 LLANO AVE	MORALES ALEXANDER J
	414	6015 LLANO AVE	REDWOOD EQUITY LLC
	415	6011 LLANO AVE	NEWTON BRIAN R
	416	6007 LLANO AVE	NGUYEN AGANA & LIU YEN H
	417	2710 CONCHO ST	HILL JENNIFER
	418	6001 LLANO AVE	214 RENOVATIONS LLC
	419	5733 GOLIAD AVE	POZZI KASEY L &
	420	5731 GOLIAD AVE	SMYLY DREW
	421	5729 GOLIAD AVE	ABDULGHANI NOORI &
O	422	5800 GOLIAD AVE	CANNON BROOKSANN
O	423	5901 PALO PINTO AVE	KINGSTON MELISSA R &
	424	5715 LLANO AVE	ADAMI JO LOU
	425	5711 LLANO AVE	HILKE WILLIAM
	426	5707 LLANO AVE	VANWINKLE GREG & AMANDA
	427	5703 LLANO AVE	WILLIAMSON RHONDA E
	428	2222 GREENVILLE AVE	RASANSKY MITCHELL &
	429	5726 BELMONT AVE	BLCG HOLDINGS LLC

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	430	5747 RICHMOND AVE	CUTCHINE PPTIES LLC
	431	5847 RICHMOND AVE	WESTLAND BRIAN J
	432	5843 RICHMOND AVE	DELEON GRACIELA
	433	5839 RICHMOND AVE	ATKINS JOLENE
	434	5835 RICHMOND AVE	PIASSICK DANIEL L & AMY WERNTZ
	435	5829 RICHMOND AVE	KRANZ TREON L &
	436	5823 RICHMOND AVE	PURCELL SALLY
	437	5815 RICHMOND AVE	MARTINEZ JUVENCIO &
O	438	5811 RICHMOND AVE	DUNCAN DAVID T
	439	5807 RICHMOND AVE	DOTTER DOUGLAS A &
	440	5803 RICHMOND AVE	COMMUNITY DIGS LLC
	441	5947 RICHMOND AVE	HORNE LEAR D
	442	5943 RICHMOND AVE	OROZCO RAUL & SILVIA
	443	5939 RICHMOND AVE	MARTIN JOE MARK & MEREDITH RICHARDS
X	444	5935 RICHMOND AVE	SPILLMAN MONIQUE A
	445	5931 RICHMOND AVE	ACKLEY YVONNE VERONA
	446	5925 RICHMOND AVE	CABRERA LUCIANO P
	447	5923 RICHMOND AVE	ZARLING JOEL
	448	5917 RICHMOND AVE	FLETCHER MARTIN L &
	449	5915 RICHMOND AVE	COMBS KEVIN &
	450	5909 RICHMOND AVE	MOORE WELDON L III
	451	5907 RICHMOND AVE	BENAVIDEZ AMELIA
	452	5903 RICHMOND AVE	SKYLLINGSTAD BRETT & MORGAN
	453	6043 RICHMOND AVE	SKILLMAN BIBLE CHURCH
	454	6031 RICHMOND AVE	CLEVELAND RICHARD
	455	6027 RICHMOND AVE	JOHNSON JAMES M III &
	456	6023 RICHMOND AVE	HSU TSING & ANNE H
	457	6019 RICHMOND AVE	CAMERON CHRISTOPHER
	458	6013 RICHMOND AVE	PHELPS STEPHANIE & JERRY III
O	459	6011 RICHMOND AVE	FORAKER LESLIE L
	460	6007 RICHMOND AVE	YOUNGBLOOD STEPHEN RAY &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
461	6003	RICHMOND AVE	COCKRELL CLINTON B & ANDREA E
462	5847	VICKERY BLVD	STARK CHANEL
463	5843	VICKERY BLVD	HUBBELL RAMON & ELIZABETH
464	5835	VICKERY BLVD	REYNOLDS KELLY
465	5831	VICKERY BLVD	SMITH STACIE MARSH
466	5827	VICKERY BLVD	SMITH MARIA ALICE
467	5821	VICKERY BLVD	GROGAN GERALD F
468	5813	VICKERY BLVD	SIMS STEVEN C
469	5809	VICKERY BLVD	TGHM PROPERTIES LP
470	5803	VICKERY BLVD	LAUDUN WILLIAM
471	5749	VICKERY BLVD	AVES VICTOR R & STEPHANIE
472	5743	VICKERY BLVD	LOZANO RUFINA
473	5739	VICKERY BLVD	KARRAS DANE
474	5733	VICKERY BLVD	CRAIN LAWSON M
475	5731	VICKERY BLVD	NATHAN TODD D & TAYLOR CASTLE
476	5727	VICKERY BLVD	TING REGINA RAYGIN
477	5723	VICKERY BLVD	LAMPLIGHT PROPERTIES
478	5717	VICKERY BLVD	AGUIRRE JUANA T
479	5713	VICKERY BLVD	VROOM JACQUES EDWARD JR &
480	5711	VICKERY BLVD	GRAPE BUILDING J V
481	5714	VICKERY BLVD	WILLIAMS HARDMON III &
482	5716	VICKERY BLVD	STRALEY JESSICA CHRISTINE
483	5720	VICKERY BLVD	BELL WALTER J
484	5726	VICKERY BLVD	CASHMAN LAUREL A &
485	5730	VICKERY BLVD	DILLIN RYAN W &
486	5734	VICKERY BLVD	BOYD KYLE S TR & BETSY JILL TR
487	5738	VICKERY BLVD	PAYNE JAMES O JR & CATHLEEN M
488	5742	VICKERY BLVD	DIAZ ABDENAGO GOMEZ
489	5746	VICKERY BLVD	WHITE ROCK PPTIES INC
490	5800	VICKERY BLVD	CARTEX COMPANY L C
491	5806	VICKERY BLVD	KING KIMBERLY L & DEREK B

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	492	5810 VICKERY BLVD	ANDERSON FELIA S
	493	5814 VICKERY BLVD	BOYD FAMILY TRUST THE
	494	5818 VICKERY BLVD	SLOSS BRIAN & HEATHER
	495	5822 VICKERY BLVD	COUGHLIN NATHAN & CHRISTINE
	496	5824 VICKERY BLVD	EIGEL BRIAN N & LAURA M LIFE ESTATE
	497	5828 VICKERY BLVD	SIERGIEJ WENDY A
O	498	5836 VICKERY BLVD	CAMPAGNA ANTHONY J SR
	499	5842 VICKERY BLVD	DMWK LLC
	500	5844 VICKERY BLVD	MERSHON DONN DAVID
	501	6047 VICKERY BLVD	FALCON MASAE A
	502	6041 VICKERY BLVD	STEMM DAVID J & JESSICA M
	503	6039 VICKERY BLVD	EVEREST BRETT ANDREW &
	504	6035 VICKERY BLVD	MCADOO ANDREW S
	505	6029 VICKERY BLVD	RIX JAMES
	506	6027 VICKERY BLVD	FREEMAN TERRY G & JONI M
	507	6023 VICKERY BLVD	MCNAUGHTON JEFF
	508	6017 VICKERY BLVD	MUELLER MARK C
	509	6015 VICKERY BLVD	LABBE PAUL ARTHUR & JACLYN R
	510	6011 VICKERY BLVD	LOE LACUITA LYNN
	511	6007 VICKERY BLVD	WILLIAMS CHARLES C
	512	6003 VICKERY BLVD	MORAHAN JASON
	513	5947 VICKERY BLVD	HOCK JANEEN K
	514	5945 VICKERY BLVD	CUTCHINC PROPERTIES LLC
	515	5937 VICKERY BLVD	JANNEY ROBERT R
	516	5933 VICKERY BLVD	WILSON BRADLEY B
	517	5931 VICKERY BLVD	ROGERS CONOR P &
	518	5927 VICKERY BLVD	MULLEN MICHAEL S LIFE ESTATE
	519	5923 VICKERY BLVD	BARNARD BENITA
	520	5917 VICKERY BLVD	CUMBERWORTH MARTHA C TR
	521	5913 VICKERY BLVD	GORDON GREGORY ALAN & CHRISTINE BORGSTROM
	522	5909 VICKERY BLVD	SUTTON MICHAEL

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	523	5907 VICKERY BLVD	NEWHOUSE LIVING TRUST
	524	5901 VICKERY BLVD	SIDERIS HARRY K
	525	5900 VICKERY BLVD	WHEELER ONEITA LA VERNE LIVING TRUST THE
	526	5906 VICKERY BLVD	EASTERFIELD INVESTMENTS LLC
	527	5908 VICKERY BLVD	BOSWORTH MARY SUE
	528	5912 VICKERY BLVD	BOSWORTH THOMAS J &
	529	5916 VICKERY BLVD	TIERNAN TIMOTHY RANDAL & CASSANDRA L
	530	5922 VICKERY BLVD	REED KATHERINE L &
	531	5924 VICKERY BLVD	WILSON JOHN DOUGLAS
	532	5932 VICKERY BLVD	HULSEY RONALD R
	533	5938 VICKERY BLVD	PARKER DORA M
	534	5942 VICKERY BLVD	BRAUN MICHAEL
	535	5946 VICKERY BLVD	BUTLER BROOKE
	536	6002 VICKERY BLVD	GARCIA ROCIO C
	537	6006 VICKERY BLVD	WARWICK KATHLEEN &
O	538	6008 VICKERY BLVD	ASHMORE JAMILE
	539	6012 VICKERY BLVD	SIMPSON T CHARMAINE
	540	6016 VICKERY BLVD	CLELAND NANCY TANIS
	541	6022 VICKERY BLVD	DEL REGNO KENNETH J &
	542	6026 VICKERY BLVD	COOK STEVEN WALTER
X	543	6030 VICKERY BLVD	LAU TONY TSZ &
	544	6034 VICKERY BLVD	GOUEL PHILIPPE ELIAS &
	545	6036 VICKERY BLVD	BUCKNER HOLDINGS LLC
	546	6040 VICKERY BLVD	NELSON LINDY
	547	6044 VICKERY BLVD	LUND ARI &
	548	2815 GREENVILLE AVE	PARK LANE PARTNERS LP &
	549	5645 VICKERY BLVD	SHERIDAN JESSICA A
	550	5643 VICKERY BLVD	DESINOR KRISTIN
	551	5637 VICKERY BLVD	HEFFLEFINGER GAY
	552	5635 VICKERY BLVD	SCHOLL KURT
	553	5634 VICKERY BLVD	TRAN ANTHONY & YUVANI S

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	554	5636 VICKERY BLVD	THOMPSON SUSAN & JAMES L
	555	5640 VICKERY BLVD	MCNEER KATHRYN
	556	5644 VICKERY BLVD	SANCHEZ CAROLYN BAXLEY
	557	5645 MILLER AVE	BELLA ESTATES I INC
	558	5643 MILLER AVE	SALESS PROPERTIES LLC
	559	5639 MILLER AVE	5639 MILLER AVE REALTY LLC
	560	5631 MILLER AVE	ABC OPTIMAL PPTIES ENTERPRISES LLC
	561	5632 MILLER AVE	BOSLER HOLLY
	562	5636 MILLER AVE	HIGHLAND EAST LTD
	563	5640 MILLER AVE	YEPEZ MARLENE
	564	5646 MILLER AVE	HATHORN CHRISTOPHER S
	565	5645 WILLIS AVE	FREED CLAYTON N & CHELSEA STAKER
	566	5641 WILLIS AVE	LOLLAR MORGAN & NGUYEN JEAN D
	567	5639 WILLIS AVE	GRANHAM CLIFTON DARYL &
	568	5635 WILLIS AVE	MICHIE BRIAN
X	569	5636 WILLIS AVE	BRIDGMAN MICHAEL & STEPHANIE
	570	5642 WILLIS AVE	GARCIA BEATRIZ &
	571	5647 RICHARD AVE	DJ DEVELOPMENT INC
	572	5643 RICHARD AVE	LORELLI JOHN JAMES
	573	5639 RICHARD AVE	GRAVES CHRISTOPHER CARTER &
X	574	5635 RICHARD AVE	HOWIE DOUGLAS M
O	575	5634 RICHARD AVE	CUNNINGHAM BRIAN W &
O	576	5638 RICHARD AVE	CUNNINGHAM NANCY L G &
	577	5642 RICHARD AVE	SAFFRON INVESTMENTS LLC
	578	5644 RICHARD AVE	BRUNI ELIZABETH L
	579	5619 BELMONT AVE	CH MF BTH I DALLAS LOWER
	580	2237 GREENVILLE AVE	CCP GREEN BELMONT LP
	581	6119 RICHMOND AVE	MARTIN LUCAS J & AMANDA LOUISE
	582	6115 RICHMOND AVE	SIMON NICHOLAS J &
	583	6107 RICHMOND AVE	AZA ELIAS C & TONI A
	584	6104 BELMONT AVE	WAGNER PETER &

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	585	6110 BELMONT AVE	STETSON GLENN
	586	6114 BELMONT AVE	ORSINI DANTE J &
	587	6118 BELMONT AVE	KUMAR KIRAN ACHUT & RUPALI
	588	6117 BELMONT AVE	RUDMAN TYLER C & LEAH S
	589	6115 BELMONT AVE	GRAVES DANIEL
	590	6109 BELMONT AVE	MITZNER NATHAN ELLIOT & CLAIRE LEE
	591	6105 BELMONT AVE	OWENS RANDALL C
X	592	6106 GOLIAD AVE	FRIEDEL KIMBERLEY K
	593	6108 GOLIAD AVE	FRIEDEL MARILYN
	594	6114 GOLIAD AVE	HARTSELL STEVEN
	595	6118 GOLIAD AVE	MURRELL DAVID A & MONICA S
	596	6119 GOLIAD AVE	SCHLEIER HILARY GRACE &
	597	6115 GOLIAD AVE	BEATTY SCOTT M
	598	6111 GOLIAD AVE	WALLACE CATHERINE &
	599	6107 GOLIAD AVE	SAXTON LINDA C &
	600	6106 LAKESHORE DR	WOODWORTH ANDREA & IVAN
	601	6108 LAKESHORE DR	PAGE JOHN & MARTHA
	602	6114 LAKESHORE DR	BELLOMO JOSEPH F
	603	6118 LAKESHORE DR	GORE KYLE M & ANNETTE J
	604	6119 LAKESHORE DR	JINKERSON KENNETH R &
	605	6115 LAKESHORE DR	ASHTON THOMAS M & NICOLE
	606	6111 LAKESHORE DR	FARZAD ALI &
X	607	6107 LAKESHORE DR	VALENCIA MARY L
	608	6108 PALO PINTO AVE	ELHAJJ FADEL & JOANNA CATTANACH
	609	6110 PALO PINTO AVE	STERN CHARLES PHILIP
	610	6114 PALO PINTO AVE	FEDERAL NATL MORTGAGE ASSOC
	611	6118 PALO PINTO AVE	STETSON STEVE M
	612	6119 PALO PINTO AVE	SOSA LYDIA ET AL
	613	6115 PALO PINTO AVE	MCWHORTER MARVIN & KALLE
	614	6111 PALO PINTO AVE	BOSTIC CHARLINE J
	615	6107 PALO PINTO AVE	THACKER RICHARD E

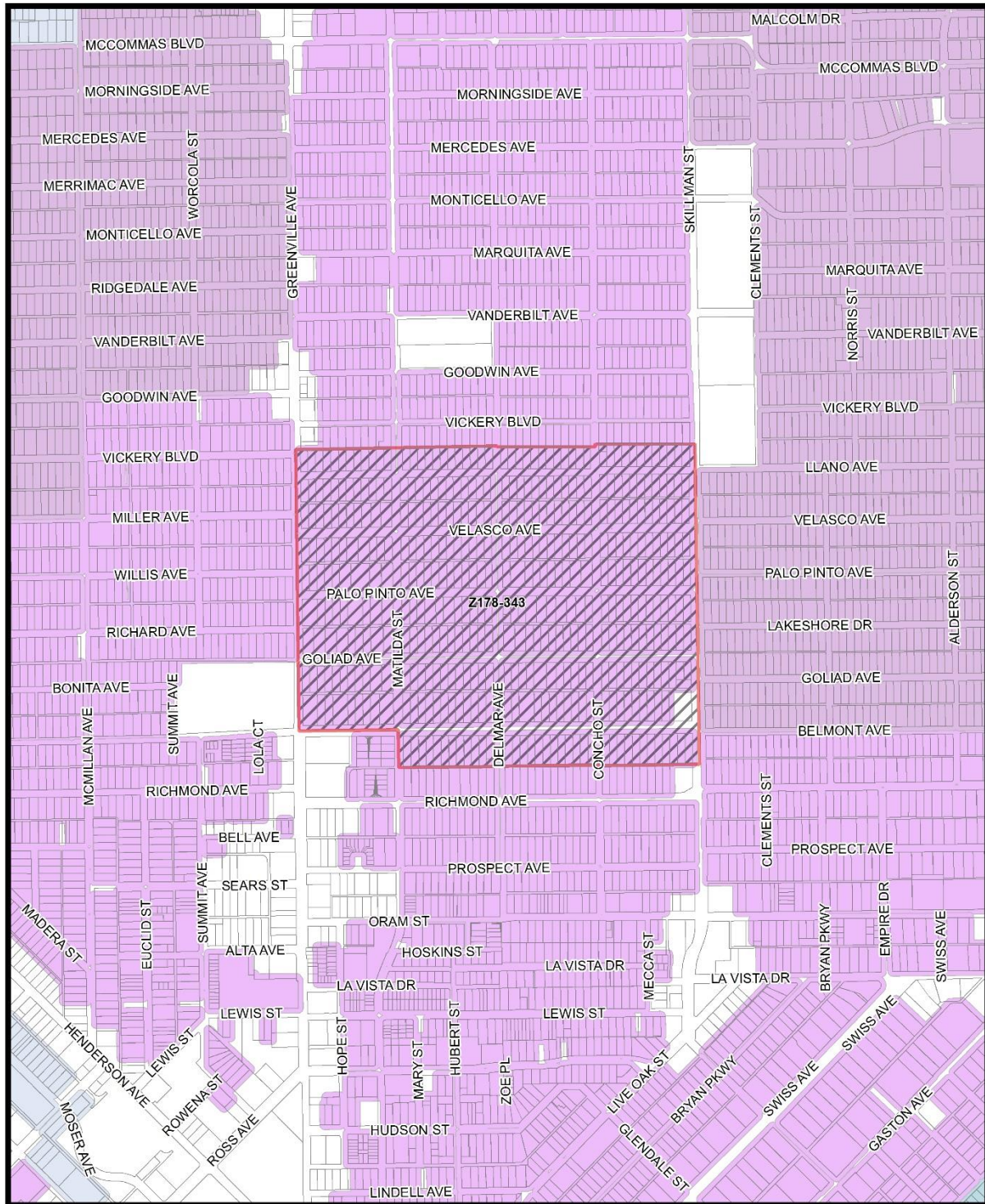
11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	616	6106 VELASCO AVE	POLLARD CHRISTOPHER STEVEN &
	617	6108 VELASCO AVE	BROWN HERB & KATHY
	618	6118 VELASCO AVE	TAPPER DINO
	619	6119 VELASCO AVE	FORD FRANK J
	620	6115 VELASCO AVE	KHOURI GEORGES I & GRACE V
	621	6111 VELASCO AVE	DEAN KENNETH & MARGARET
	622	6107 VELASCO AVE	STROPE LEIGH A
	623	6106 LLANO AVE	AUGUSTINE AARON LIVING TRUST THE
	624	6110 LLANO AVE	RUSH DARRYL
	625	6118 LLANO AVE	SPANGLER DAVID P
	626	5734 BELMONT AVE	OWENS DAVID
X	627	5738 BELMONT AVE	FISSER MATTHEW K & LAUREN P
	628	5742 BELMONT AVE	DELLAS NICHOLAS S & OLISA A P
	629	5746 BELMONT AVE	LANGDOC JOHN LACOSTE &
	630	5762 BELMONT AVE	SMOLARZ JOSEPH R & KELLI H LIVING
O	631	5758 BELMONT AVE	DIVIN MICHAEL G &
	632	5754 BELMONT AVE	OLIPHINT SUZEE LYNN
	633	5750 BELMONT AVE	BROWN MARK E
	634	2237 MATILDA ST	DEVAULT LAURA
	635	2231 MATILDA ST	RECHT RYAN
	636	2225 MATILDA ST	OCKER NICOLE &
	637	2219 MATILDA ST	MORENO JAVIER I
	638	5735 RICHMOND AVE	HAY LYNN MARIE
	639	5735 RICHMOND AVE	STAHL ANDREW KENNITH
	640	5735 RICHMOND AVE	FENG YI SING
	641	5735 RICHMOND AVE	SOOD PAUL & ERIN
	642	5735 RICHMOND AVE	BENDER TIMOTHY M &
	643	5735 RICHMOND AVE	NEELY GREGORY OBRIAN
	644	5735 RICHMOND AVE	ONEILL BRETT
	645	5735 RICHMOND AVE	CORBIN CAMILLE A
	646	5735 RICHMOND AVE	TOBOLOWSKY MICHAEL

Z178-343(AR)

11/14/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
647	2808	GREENVILLE AVE	GRAPE BUILDING JV
648	2724	GREENVILLE AVE	SBMT GREENVILLE LLC
649	2714	GREENVILLE AVE	PARK LANE PARTNERS LP
650	2208	LOLA CT	BHAKTA PALAK N & JAYA
651	2210	LOLA CT	LAND BRETT & LACEY
A1	5726	LLANO AVE	CAHILL TERRY



MVACluster A B C D E F G H I NA



Market Value Analysis

Printed Date: 10/30/2018



Agenda Information Sheet

File #: 19-34

Item #: 41.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 4
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay, on the northeast side of East Ledbetter Drive, east of South R.L. Thornton Freeway

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 two-year period, subject to a site plan and conditions
Z178-353(CY)

FILE NUMBER: Z178-353(CY) **DATE FILED:** August 31, 2018

LOCATION: Northeast side of East Ledbetter Drive, east of South R.L. Thornton Freeway

COUNCIL DISTRICT: 4 **MAPSCO:** 64 M

SIZE OF REQUEST: Approx. 1.92 acres **CENSUS TRACT:** 59.02

OWNER: Racetrac Petroleum, Inc.

APPLICANT: Kash Investors Group, LLC

REPRESENTATIVE: Saleem Makani

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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay.

SUMMARY: The applicant proposes to renovate a vacant building, and occupy it with a general merchandise or food store 3,500 square feet or less with fueling station uses and sell alcohol for off-premise consumption in conjunction with the convenience store.

CPC RECOMMENDATION: **Approval** for a two-year period, 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 1.92-acre area of request is currently developed with a vacant one-story building and a detached canopy.
- Dallas Central Appraisal District records show the existing building was constructed in 1988.
- According to Building Inspection's records, the last Certificate of Occupancy for the area of request, was issued on August 26, 2008 for a General Merchandise or Food Store 3,500 square feet or less with fueling station use.
- On September 28, 2011, City Council approved a D-1 Liquor Control Overlay and Specific Use Permit No.1895 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less at the subject site for a three-year period with eligibility for automatic renewals for additional three-year periods.
- On September 2014, an automatic renewal of SUP No. 1895 was approved for an additional three-year period. [Expired on September 28, 2017].
- The applicant is a prospective buyer that proposes to renovate the existing building to occupy it with a convenience store and fueling station and sell alcoholic beverages for off-premise consumption.

Zoning History: There has been one zoning change in the surrounding area in the past five years including the area of request.

1. **Z134-269** On September 9, 2014 an automatic renewal for additional three-year period was approved for Specific Use Permit No. 1895 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less at the subject site. [SUP No. 1895 expired on September 28, 2017].

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
East Ledbetter Drive	Principal Arterial	Variable	107'

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. The request complies with the following land use goals and policies of the Comprehensive Plan:

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.

URBAN DESIGN**GOAL 5.3 ESTABLISH WALK-TO CONVENIENCE**

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

Land Use:

	Zoning	Land Use
Site	RR-D-1 Regional Retail with D-1 Liquor Control Overlay	Vacant building
North	RR-D Regional Retail with D Liquor Control Overlay	Undeveloped Land
East	RR-D-1 Regional Retail with D-1 Liquor Control Overlay, RR-D Regional Retail with D Liquor Control Overlay.	Auto Service Center, Personal Service, General Merchandise, Restaurant.
South	RR-D Regional Retail with D Liquor Control Overlay	Commercial Amusement Inside
West	RR-D Regional Retail with D Liquor Control Overlay	General Merchandise, Hotel

Land Use Compatibility:

The approximate 1.92-acre site is zoned an RR Regional Retail District with a D-1 Liquor Control Overlay and is currently developed with a one-story, approximately 3,298-square-foot vacant building and a detached canopy.

On September 28, 2011, City Council approved a D-1 Liquor Control Overlay and Specific Use Permit No.1895 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less at the subject site for a three-year period with eligibility for automatic renewals for additional three-year periods.

According to Building Inspections' records, the building was previously operating as a general merchandise or food store and fueling station and according to the Texas Alcoholic Beverage Commission (TABC) records, a wine and beer retailer's off-premise permit (BQ) was issued on January 2012 that was later cancelled when the previous business ceased operations.

On September 2014, an automatic renewal of SUP No. 1895 was approved for an additional three-year period. The SUP expired on September 28, 2017.

The applicant is a prospective buyer that proposes to renovate the existing vacant building and reinstate the general merchandise and fueling station uses which are allowed by right in the existing zoning district. The D-1 Liquor Control Overlay District however, requires an individual to obtain a Specific Use Permit in order to sell or serve alcoholic beverages, or setups for alcoholic beverages, for consumption on or off the premise. The applicant proposes to include alcoholic beverages in the items to be sold at the proposed convenience store.

Uses surrounding the area of request include auto service center, personal service, general merchandise and restaurant in a multi-tenant building to the east of the property, multifamily and single-family uses are further east along East Ledbetter Drive. Undeveloped land is to the north, hotel or motel use and a general merchandise use are to the northwest and west respectively, and a commercial amusement inside is located to the south of the area of request.

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.

In general, the applicant's request is consistent with the existing zoning, the general provisions for a Specific Use Permit and is not foreseen to have a negative impact on the surrounding properties. Staff recommends approval for a two-year period with eligibility for automatic renewal for additional five-year periods. This has been the standard for the proposed use and allows for review of the use after the initial two-year period.

Market Value Analysis

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets to orange, representing the weakest markets. The area of request Site is not within an identifiable MVA Category; however, it is in

proximity to a “G” MVA Cluster to the east and west, and an “F” MVA Cluster to the southeast, across East Ledbetter Drive.

Parking:

Off-street parking and loading requirements must comply with the Dallas Development Code as amended. A total of 19 off-street parking spaces are required for the general merchandise or food store with fueling station derived from calculating 17 spaces required for the convenience store at a ratio of 1 space for every 200 square feet of floor area ($3,298/200 = 16.49 \sim 17$), and two additional spaces required for the fueling station use. The proposed site plan depicts 19 parking spaces will be provided on site.

Landscaping:

No new development is proposed; therefore, no additional landscaping is required. Any additions to the property that exceed 35 percent of the existing floor area or 2,000 square feet of new non-permeable pavement will require landscaping per Article X of the Dallas Development Code.

Dallas Police Department: Staff requested a report of site-related crime statistics for the time period from the last automatic renewal for SUP No. 1895 up to date. The list of reported crime obtained includes incidents, calls, and arrests from September 2014 to date and is provided below.

INCIDENTS

INCIDENT #	DATE	TIME	UCR OFF DES	PREMISE	Mo
20140021162	1/26/2014	9:00	Not Coded MULTIPLE ROBBERY INCIDENT	GAS STATION PARKI	SUSP WAS ON PROPERTY WITHOUT CONSENT OF RP.
179540-2014	7/26/2014	20:45	CRIMINAL MISCHIEF/VANDALISM	Gas or Service Station	
225539-2014	9/19/2014	1:40	NO UCR REPORTABLE OFFENSE	Convenience Store	N/A
214531-2014	9/6/2014	1:00	MISCELLANEOUS	Parking Lot (Apartment)	
20140002570	1/3/2014	22:45	ASSAULT ADULT W/M OFFENSE CONTACT 1800-0600	108 - CONVENIENCE	Unk Susp Struck Comp In Face W/O Consent
20140063537	3/17/2014	20:01	VANDALISM & CRIMINAL MISCHIEF CRIMINAL MISCHIEF \$500 > \$1499.99	108 - CONVENIENCE	A/P Collided Into Comp's Vehicle Causing Damage
20140120916	5/19/2014	16:40	NOT CODED MULTIPLE ROBBERY INCIDENT	GAS STATION	Criminal Trespass Warning
181240-2014	7/29/2014	22:00	MISCELLANEOUS	Highway, Street, Alley ETC	
264105-2014	11/2/2014	23:45	ROBBERY	Parking Lot (All Others)	Susps Took Comps Property Without Consent At Gun Point
264105-2014	11/2/2014	23:45	ROBBERY	Parking Lot (All Others)	Susps Took Comps Property Without Consent At Gun Point
20140055288	3/8/2014	10:13	NOT CODED MULTIPLE ROBBERY INCIDENT	RACEWAY GAS STATI	Subj Was Given A Ct Warning By Rp For The Comp

INCIDENTS (Cont.)

INCIDENT #	DATE	TIME	UCR OFF DES	PREMISE	Mo
20140097448	3/27/2014	10:00	INVESTIGATION OF	GAS STATION	Unkn Susp(S) Used Stolen Gas Credit Card.
270434-2014	11/10/2014	17:30	PRELIMINARY INVESTIGATION	Retail Store	Criminal Mischief
212642-2014	9/3/2014	21:00	ACCIDENTAL INJURY	Convenience Store	The Comp Was The Injured Person He Took Several Different Drugs: Marijuana, Herione, And Cocaine). Comp Lives In A Boarding Home By The Name Of "Banks Transitional Boarding House"-- Owner Is Mr. Michael Banks (469) 285-2491.
181240-2014	7/29/2014	22:00	ALARM INCIDENT	Retail Store	
191291-2014	8/9/2014	16:40	ASSAULT	Parking Lot (All Others)	
139686-2014	6/9/2014	23:09	MISCELLANEOUS	Convenience Store	
156196-2014	6/29/2014	3:21	ROBBERY	Convenience Store	
147096-2014	6/17/2014	20:30	PRELIMINARY INVESTIGATION	Gas or Service Station	
20140123792	5/23/2014	20:00	FOUND PROPERTY	GAS STATION	POSS PCP
20140063540	3/17/2014	20:01	ASSAULT POLICE OFFICER CAUSE PAIN, INJURY (M/A) 1800-0600	108 - CONVENIENCE	A/P ELBOWED COMP IN THE JAW INTENTIONALLY CAUSING PAIN
20140063538	3/17/2014	20:01	ASSAULT POLICE OFFICER CAUSE PAIN, INJURY (M/A) 1800-0600	108 - CONVENIENCE	A/P INTENTIONALLY STRUCK COMP IN FACE WITH CLOSED FIST
144374-2014	6/15/2014	12:16	PRELIMINARY INVESTIGATION	Gas or Service Station	
144373-2014	6/15/2014	12:16	NO UCR REPORTABLE OFFENSE	Gas or Service Station	
307556-2014	12/28/2014	10:45	MISCELLANEOUS	Gas or Service Station	CRIMINAL TRESPASS WARNING
140719-2014	6/10/2014	22:55	MOTOR VEHICLE ACCIDENT	Gas or Service Station	HIT AND RUN
264105-2014	11/2/2014	23:45	ROBBERY	Parking Lot (All Others)	SUSPS TOOK COMPS PROPERTY WITHOUT CONSENT AT GUN POINT
20140043945	2/22/2014	14:10	THEFT OTHER THEFTS BMV/UNATTACH PROP INSIDE VEH \$200 +	925 - PARKING - C	UNK SUSPECT ENTERED COMP VEH AND TOOK PROPERTY
20140043813	2/22/2014	11:00	THEFT OTHER THEFTS BMV/UNATTACH PROP INSIDE VEH \$200 +	GAS STATION	UNK SUSP OPENED AND TOOK COMPS PROP OUT OF VEH W/O CONSENT
20140014824	1/18/2014	17:17	THEFT OTHER THEFTS BMV/UNATTACH PROP INSIDE VEH \$50 - \$199.99	925 - PARKING - C	UNK SUSP OPENED COMP'S PASSENGER DOOR, TAKE COMP'S PURSE & PROP
20140047703	2/27/2014	7:50	THEFT OTHER THEFTS BMV/UNATTACH PROP INSIDE VEH \$200 +	SER STA PK LOT	UNK SUSP ENTER UNLOCK VEH TOOK PROPERTY WO CONSENT
154253-2014	6/27/2014	0:25	ROBBERY	Gas or Service Station	
173934-2014	7/20/2014	4:30	THEFT	Highway, Street, Alley ETC	
156132-2014	6/29/2014	3:17	MURDER	Gas or Service Station	

INCIDENTS (Cont.)

INCIDENT #	DATE	TIME	UCR OFF DES	PREMISE	Mo
20140042106	2/20/2014	11:55	THEFT OTHER THEFTS BMV/UNATTACH PROP INSIDE VEH \$200 +	GAS STATION	UNKN SUSP ENTERED COMP'S VEHICLE AND TOOK PROPERTY
156196-2014	6/29/2014	3:21	ROBBERY	Convenience Store	
244657-2014	10/10/2014	22:55	THEFT	Convenience Store	UNK SUSP TOOK MONEY.
20140049236	2/28/2014	22:30	AGG ASSAULT ADULT B/F FIREARMS (ALL GUNS) 1800-0600	GAS STATION	SUSP FIRED GUN AND STRUCK COMP IN LEFT FOOT CAUSING INJURY
182236-2014	7/29/2014	11:30	ROBBERY	Gas or Service Station	
20140119661	5/18/2014	2:55	ROBBERY CARJACK-INDV FIREARMS (HANDGUN ONLY) 1800-0600	CONVEN STORE PK LOT	UNK SUSPS POINTED HANDGUN AT COMP AND TOOK VEHICLE WITHOUT CONSENT
196446-2015	8/24/2015	2:11	NO UCR REPORTABLE OFFENSE	Parking Lot (All Others)	PUBLIC INTOXICATION
201171-2015	8/29/2015	20:10	MISCELLANEOUS	Gas or Service Station	SUBJ OBSERVED SOLICITING; ISSUED C/T WARNING W/ PHOTO
267863-2015	11/17/2015	15:00	MISCELANEOUS	Convenience Store	Criminal Trespass Affidavit Filed/Release Criminal Trespass.
075231-2015	4/4/2015	10:25	ASSAULT	Gas or Service Station	Unk Susp Punched Comp On Face Caused Bleeding.
093843-2015	4/27/2015	0:00	PRELIMINARY INVESTIGATION	Motor Vehicle	Known Susp Rode Around In Taxi And Didn't Have The Money To Pay
042907-2015	2/24/2015	17:12	ACCIDENTAL INJURY	Gas or Service Station	Comp Found Unresponsive Next To Vehicle
069647-2015	3/29/2015	20:00	ASSAULT	Gas or Service Station	Susp Choked And Punched Victim Impeding Breath With His Hands.
035684-2015	2/15/2015	22:38	ASSAULT	Parking Lot (All Others)	Suspect Used Closed Fist Punching The Victim In The Left Cheek
240656-2015	10/16/2015	11:20	MISCELLANEOUS	Gas or Service Station	Known Suspect Refused To Leave Property
188597-2015	8/14/2015	18:30	CRIMINAL MISCHIEF/VANDALISM	Parking Lot (All Others)	Suspect Broke Comp Vehicle Window With A Shoe
058774-2015	3/16/2015	21:23	MISCELLANEOUS	Parking Lot (All Others)	The Susp And The Comp Had A Mutual Altercation.
133084-2015	6/11/2015	14:15	MISCELLANEOUS	Outdoor Area Public/Private	Mir
206332-2016	8/27/2016	12:05	MISCELLANEOUS	Gas or Service Station	Trespass Warning Issued.
103077-2016	4/30/2016	23:30	MISCELLANEOUS	Convenience Store	Mir
224689-2016	9/18/2016	0:20	ASSAULT	Parking Lot (All Others)	Susp Hit Comp Causing Offensive Contact
244838-2016	10/11/2016	21:10	MOTOR VEHICLE ACCIDENT	Gas or Service Station	Left Scene Of Accident Without Leaving Insurance/Identification
131947-2016	6/1/2016	18:29	MISCELLANEOUS	Highway, Street, Alley ETC	M.I.R.
242610-2016	10/9/2016	6:30	NO UCR REPORTABLE OFFENSE	Convenience Store	Ap Is Apoww'd Due To Being A Danger To Himself And Others.

INCIDENTS (Cont.)

INCIDENT #	DATE	TIME	UCR OFF DES	PREMISE	Mo
229829-2016	9/23/2016	22:41	MISCELLANEOUS	Highway, Street, Alley ETC	Mir
212128-2016	9/3/2016	2:30	PRELIMINARY INVESTIGATION	Gas or Service Station	Unk Susp Fired Handgun At Comp.
175063-2016	7/21/2016	0:01	PRELIMINARY INVESTIGATION	Outdoor Area Public/Private	Susp Took Comps Money Without Consent.
074574-2016	3/29/2016	12:30	THEFT	Parking Lot (All Others)	Suspect Entered The Comps Vehicle W/O Permission
159974-2016	7/2/2016	2:35	ROBBERY	Gas or Service Station	Unk Susps Pointed A Gun At The Comp And Took Property
084854-2016	4/10/2016	8:00	ROBBERY	Commercial Property Occupied/Vacant	Unkn Susp Pointed Gun At Comp And Took Property Wo Consent
178501-2016	7/25/2016	10:45	THEFT	Retail Store	Unk Susp took the comps property without consent
171242-2016	7/16/2016	6:00	THEFT	Gas or Service Station	Unk Susp took comps property w/o permission.

CALLS

MASTER INCIDENT NUMBER	RESPONSE DATE	RESPONSE TIME	PROBLEM	PRIORITY DESCRIPTION	LOCATION NAME	ADDRESS
14-1717306	9/3/2014	11:20	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-1737175	9/6/2014	1:33	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-1771712	9/11/2014	1:59	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-1785669	9/13/2014	0:54	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-1793506	9/14/2014	3:01	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-1812473	9/17/2014	1:26	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-1826375	9/19/2014	1:42	46A - CIT w/Ambulance	1 - Emergency	raceway	303 E Ledbetter Dr
14-1835457	9/20/2014	9:06	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-1918748	10/2/2014	0:19	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-1926044	10/2/2014	18:49	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-1988340	10/10/2014	22:57	09 - Theft	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2038277	10/18/2014	1:48	40/01 - Other	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2038680	10/18/2014	3:25	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2045128	10/18/2014	22:59	6X - Major Dist (Violence)	2 - Urgent	RACE WAY	303 E Ledbetter Dr
14-2065517	10/22/2014	1:06	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2079781	10/24/2014	4:33	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2086927	10/25/2014	1:36	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr

CALLS (Cont.)

MASTER INCIDENT NUMBER	RESPONSE DATE	RESPONSE TIME	PROBLEM	PRIORITY DESCRIPTION	LOCATION NAME	ADDRESS
14-2149154	11/3/2014	0:01	20 - Robbery	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2150028	11/3/2014	6:40	58 - Routine Investigation	7 - Unit Initiated	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2201682	11/10/2014	18:12	7X - Major Accident	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2203757	11/11/2014	1:55	46 - CIT	2 - Urgent	RACEWAY	303 E Ledbetter Dr
14-2216580	11/13/2014	7:26	PSE/31- Criminal Mischief	5 - Expediter	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2240461	11/17/2014	0:40	32 - Suspicious Person	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2265487	11/20/2014	23:58	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2287914	11/24/2014	2:23	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2295966	11/25/2014	10:47	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2299637	11/25/2014	20:23	25 - Criminal Assault	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-231904	11/29/2014	0:13	PH-Panhandler	4-Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2368922	12/6/2014	11:18	7X - Major Accident	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2373946	12/7/2014	0:23	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2380235	12/8/2014	1:20	32 - Suspicious Person	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2421103	12/14/2014	0:59	40 - Other	3 - General Service	RACE WAY	303 E Ledbetter Dr
14-2455126	12/19/2014	8:19	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2510278	12/27/2014	20:44	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2510959	12/27/2014	22:37	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2513081	12/28/2014	8:23	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2513523	12/28/2014	10:54	04 - 911 Hang Up	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2513523	12/28/2014	10:54	04 - 911 Hang Up	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2516043	12/28/2014	19:24	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2517110	12/28/2014	23:05	04 - 911 Hang Up	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
14-2529852	12/31/2014	0:49	6X - Major Dist (Violence)	2 - Urgent	RACEWAY	303 E Ledbetter Dr
15-0091856	1/15/2015	8:23	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0178184	1/28/2015	0:13	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0299683	2/14/2015	22:34	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0318668	2/17/2015	21:46	6XA - Major Dist Ambulance	2 - Urgent	race way	303 E Ledbetter Dr

CALLS (Cont.)

MASTER INCIDENT NUMBER	RESPONSE DATE	RESPONSE TIME	PROBLEM	PRIORITY DESCRIPTION	LOCATION NAME	ADDRESS
15-0462909	3/12/2015	8:44	16A - Injured Person w/Amb	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0496202	3/16/2015	21:23	6X - Major Dist (Violence)	2 - Urgent	RACEWAY	303 E Ledbetter Dr
15-0517426	3/19/2015	23:40	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0613281	4/2/2015	5:38	32 - Suspicious Person	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0639246	4/5/2015	14:07	40/01 - Other	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0695396	4/13/2015	8:03	46 - CIT	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0745129	4/19/2015	22:25	DASF-Dist Active Shooter Foot	1 - Emergency	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0748232	4/20/2015	11:37	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0786246	4/25/2015	17:44	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-079796	4/27/201	7:37	6x- Major Dist (Violence)	3- General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0806829	4/28/2015	14:19	11V - Burg Motor Veh	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-0868846	5/6/2015	22:36	20 - Robbery	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1051678	5/31/2015	4:23	40/01 - Other	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1087194	6/4/2015	18:23	46 - CIT	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1145560	6/11/2015	14:22	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1167072	6/14/2015	0:56	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1272816	6/28/2015	0:10	04 - 911 Hang Up	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1470383	7/23/2015	7:16	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1555512	8/3/2015	4:20	40/01 - Other	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1642341	8/14/2015	17:46	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1642282	8/14/2015	17:47	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1642697	8/14/2015	18:47	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1713375	8/24/2015	2:11	46 - CIT	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1938791	9/23/2015	13:53	40/01 - Other	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1962816	9/26/2015	18:23	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1967700	9/27/2015	10:37	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1967896	9/27/2015	11:31	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr

CALLS (Cont.)

MASTER INCIDENT NUMBER	RESPONSE DATE	RESPONSE TIME	PROBLEM	PRIORITY DESCRIPTION	LOCATION NAME	ADDRESS
15-1974478	9/28/2015	11:10	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1980898	9/29/2015	9:23	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-1994740	10/1/2015	6:24	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-2102786	10/16/2015	11:21	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-2157390	10/24/2015	13:28	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-2162968	10/25/2015	9:10	58 - Routine Investigation	7 - Unit Initiated	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-2176066	10/27/2015	10:56	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-2203353	10/31/2015	9:05	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-224549	11/6/2015	14:08	40/01-Other	2-Urgent	RACEWAY	303 E Ledbetter Dr
15-2263039	11/9/2015	3:28	46 - CIT	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-2298143	11/14/2015	10:14	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-2404753	11/30/2015	15:40	40/01 - Other	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-2534679	12/19/2015	11:46	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
15-2613195	12/31/2015	14:46	6XE - Disturbance Emergency	1 - Emergency	RACETRACK	303 E Ledbetter Dr
16-0003820	1/1/2016	6:51	38 - Meet Complainant	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0138408	1/22/2016	13:58	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0328899	2/19/2016	17:55	07 - Minor Accident	3 - General Service	RACEWAY	303 E Ledbetter Dr
16-0445790	3/7/2016	18:34	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0544043	3/22/2016	10:30	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0592985	3/29/2016	12:35	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0645262	4/5/2016	20:07	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0668116	4/8/2016	22:46	16 - Injured Person	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0690998	4/12/2016	10:37	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0690998	4/12/2016	10:37	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0705703	4/14/2016	12:53	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0705931	4/14/2016	13:26	7X - Major Accident	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0707570	4/14/2016	17:33	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0709360	4/14/2016	22:26	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr

CALLS (Cont.)

MASTER INCIDENT NUMBER	RESPONSE DATE	RESPONSE TIME	PROBLEM	PRIORITY DESCRIPTION	LOCATION NAME	ADDRESS
16-0714028	4/15/2016	16:07	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0719892	4/16/2016	11:33	40 - Other	3 - General Service	RACEWAY	303 E Ledbetter Dr
16-0753744	4/21/2016	7:26	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0763289	4/22/2016	13:31	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0763289	4/22/2016	13:31	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0825237	4/30/2016	23:34	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0854153	5/5/2016	3:08	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-087225	5/7/2016	13:47	Minor Accident	3- General Service	RACEWAY (ledbetter & srit)	303 E Ledbetter Dr
16-0878898	5/8/2016	12:02	6X - Major Dist (Violence)	2 - Urgent	raceway	303 E Ledbetter Dr
16-0905715	5/12/2016	0:19	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-0965439	5/19/2016	23:44	6X - Major Dist (Violence)	2 - Urgent	RACETRACK	303 E Ledbetter Dr
16-1052833	5/31/2016	15:12	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1061733	6/1/2016	18:27	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1112125	6/8/2016	8:49	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1244864	6/25/2016	17:01	38 - Meet Complainant	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1294727	7/2/2016	2:38	20 - Robbery	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1330114	7/6/2016	6:13	6X - Major Dist (Violence)	2 - Urgent	oasis park apts	303 E Ledbetter Dr
16-1297025	7/2/2016	12:55	07 - Minor Accident	3 - General Service	RACEWAY	303 E Ledbetter Dr
16-1340625	7/7/2016	13:40	07 - Minor Accident	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1354042	7/9/2016	11:09	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1385892	7/14/2016	0:18	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1401569	7/16/2016	8:35	09 - Theft	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1435484	7/21/2016	2:17	20 - Robbery	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1450017	7/23/2016	1:28	07 - Minor Accident	3 - General Service	RACEWAY	303 E Ledbetter Dr
16-1450017	7/23/2016	1:28	07 - Minor Accident	3 - General Service	RACEWAY	303 E Ledbetter Dr
16-1465851	7/25/2016	10:42	20 - Robbery	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1483466	7/27/2016	19:54	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr

CALLS (Cont.)

MASTER INCIDENT NUMBER	RESPONSE DATE	RESPONSE TIME	PROBLEM	PRIORITY DESCRIPTION	LOCATION NAME	ADDRESS
16-1484818	7/27/2016	23:59	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1507594	7/31/2016	0:39	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1516328	8/1/2016	10:11	7X - Major Accident	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1526844	8/2/2016	17:48	46A - CIT w/Ambulance	1 - Emergency	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1641985	8/18/2016	14:51	55 - Traffic Stop	7 - Unit Initiated		303 E Ledbetter Dr
16-1697970	8/26/2016	11:13	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1702354	8/26/2016	21:49	32 - Suspicious Person	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-170597	8/27/2016	12:04	40-Other	3-General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1712542	8/28/2016	9:12	PH - Panhandler	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1755393	9/3/2016	2:39	40/01 - Other	2 - Urgent	RACEWAY	303 E Ledbetter Dr
16-1799256	9/9/2016	8:50	09/01 - Theft	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1863656	9/18/2016	0:20	6XEA - Disturbance Emerg Amb	1 - Emergency	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1888774	9/21/2016	14:24	40/01 - Other	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1901832	9/23/2016	10:42	6X - Major Dist (Violence)	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-1941112	9/29/2016	0:28	40/01 - Other	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-2014825	10/9/2016	6:23	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-2032735	10/11/2016	21:17	7X - Major Accident	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-2032735	10/11/2016	21:17	7X - Major Accident	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-2046376	10/13/2016	19:49	36/01 - Aband Child Critical	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-2147036	10/28/2016	0:38	22 - Animal Disturbance	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-2161291	10/29/2016	23:05	23 - Parking Violation	4 - Non Critical	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
16-2179875	11/1/2016	16:24	07 - Minor Accident	3 - General Service	RACEWAY	303 E Ledbetter Dr
16-2179875	11/1/2016	16:24	07 - Minor Accident	3 - General Service	RACEWAY	303 E Ledbetter Dr
17-2075709	11/1/2017	10:42	40 - Other	3 - General Service	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr
18-1425317	8/6/2018	11:58	6XA - Major Dist Ambulance	2 - Urgent	RACEWAY (ledbetter & s rit)	303 E Ledbetter Dr

ARRESTS

Charge Desc.	ARREST NUMBER	ARREST DATE	AR BK DAY	UCR ARREST CHG	UCR ARREST OFFENCE	Ar La Address
Apoww (Social Services Referral)	14-025398	6/12/2014	Thursday	APOWW	NOT CODED	303 E Ledbetter Dr
Apoww (Social Services Referral)	14-025915	6/15/2014	Sunday	APOWW	NOT CODED	303 E Ledbetter
Assault (Agg) - Deadly Weapon	14-027520	6/25/2014	Wednesday	AGG ASSAULT	AGG ASSAULT - NFV	303 E Ledbetter Dr
Assault (Agg) - Deadly Weapon	14-027520	6/25/2014	Wednesday	AGG ASSAULT	AGG ASSAULT - NFV	303 E Ledbetter Dr
Robbery Of Individual (Agg)	14-027520	6/25/2014	Wednesday	ROBBERY	ROBBERY-INDIVIDUAL	303 E Ledbetter Dr
Robbery Of Individual (Agg)	14-027520	6/25/2014	Wednesday	ROBBERY	ROBBERY-INDIVIDUAL	303 E Ledbetter Dr
Robbery Of Individual (Agg)	14-027523	6/25/2014	Wednesday	ROBBERY	ROBBERY-INDIVIDUAL	303 E Ledbetter Dr
No Code	14-034178	8/7/2014	Thursday	NOT CODED	Not coded	303 E Ledbetter Dr
Apoww (Social Services Referral)	14-034178	8/7/2014	Thursday	APOWW	NOT CODED	303 E Ledbetter Dr
Warrant-Dallas Pd (Alias)	14-036371	8/21/2014	Thursday	ALIAS/CAPIAS	NOT CODED	303 E Ledbetter Dr
Warrant Hold (Outside Agency)	14-036371	8/21/2014	Thursday	HOLDS DSO	NOT CODED	303 E Ledbetter Dr
Apoww (Social Services Referral)	14-040835	9/19/2014	Friday	APOWW	NOT CODED	303 E Ledbetter Dr
Public Intoxication	15-034071	8/24/2015	Monday	PUBLIC INTOXICATION	DRUNK & DISORDERLY	303 E Ledbetter Dr
Public Intoxication	15-041332	10/17/2015	Saturday	PUBLIC INTOXICATION	DRUNK & DISORDERLY	303 E Ledbetter Dr
Warrant-Dallas Pd (Alias)	15-042420	10/25/2015	Sunday	ALIAS/CAPIAS	NOT CODED	303 E Ledbetter Dr
Poss Cont Sub Pen Grp 2-A 2 Oz Or Less	16-040436	9/18/2016	Sunday	NARCOTIC CHARGES	NARCOTICS & DRUGS	303 E Ledbetter Dr
Assault -Fam Viol Offensive Contact Pc 22.01(A)(3)	16-040436	9/18/2016	Sunday	ALL OTHER MC CHARGES	ASSAULT	303 E Ledbetter Dr
Apoww (Social Services Referral)	16-043550	10/9/2016	Sunday	APOWW	NOT CODED	303 E Ledbetter Dr

Z178-353(CY)

PRIOR CPC ACTION- November 15, 2018

Z178-353(CY)

Note: The Commission considered this item individually.

Motion: It was moved to recommend **approval** of a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for a two-year period, subject to a site plan and conditions on property zoned an RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay, on the northeast side of East Ledbetter Drive, east of South R.L. Thornton Freeway.

Maker: Davis
Second: Housewright
Result: Carried: 12 to 0

For: 12 - Rieves, Davis, Shidid, Carpenter, Lewis, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley

Against: 0
Absent: 1 - West
Vacancy: 2 - District 3, District 7

Notices: Area: 300 Mailed: 10
Replies: For: 0 Against: 1

Speakers: For: None
Against: Dillon Cox, 2901 Indiana Blvd., Dallas, TX, 75226

List of Officers

Kash Investors Group, LLC

- Abdul Gilani Owner
- Saleem Makani Owner

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.

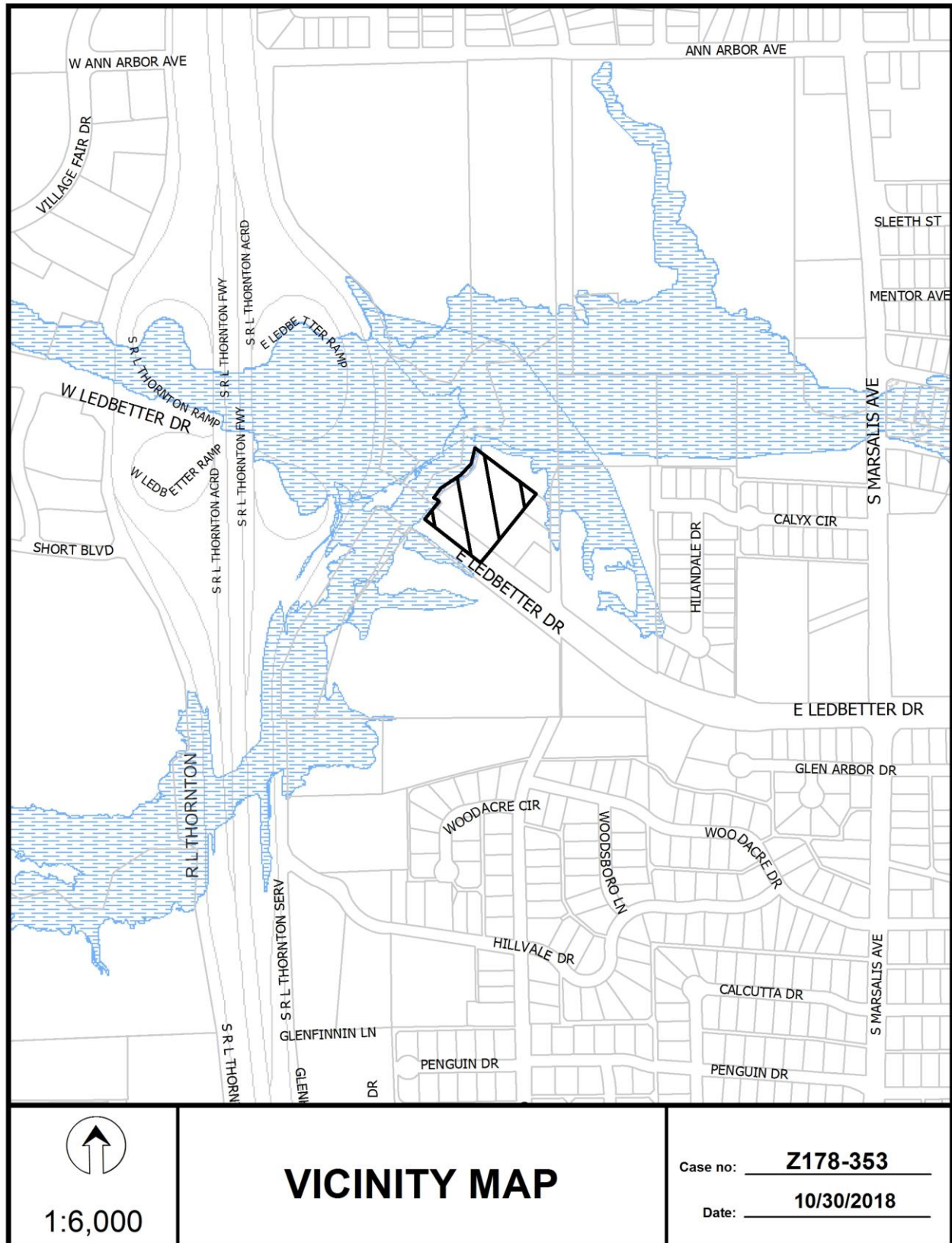
CPC Recommendation:

- | |
|--|
| 3. <u>TIME LIMIT</u> : This specific use permit expires on <u>TWO years from the passage of this ordinance</u> . |
|--|

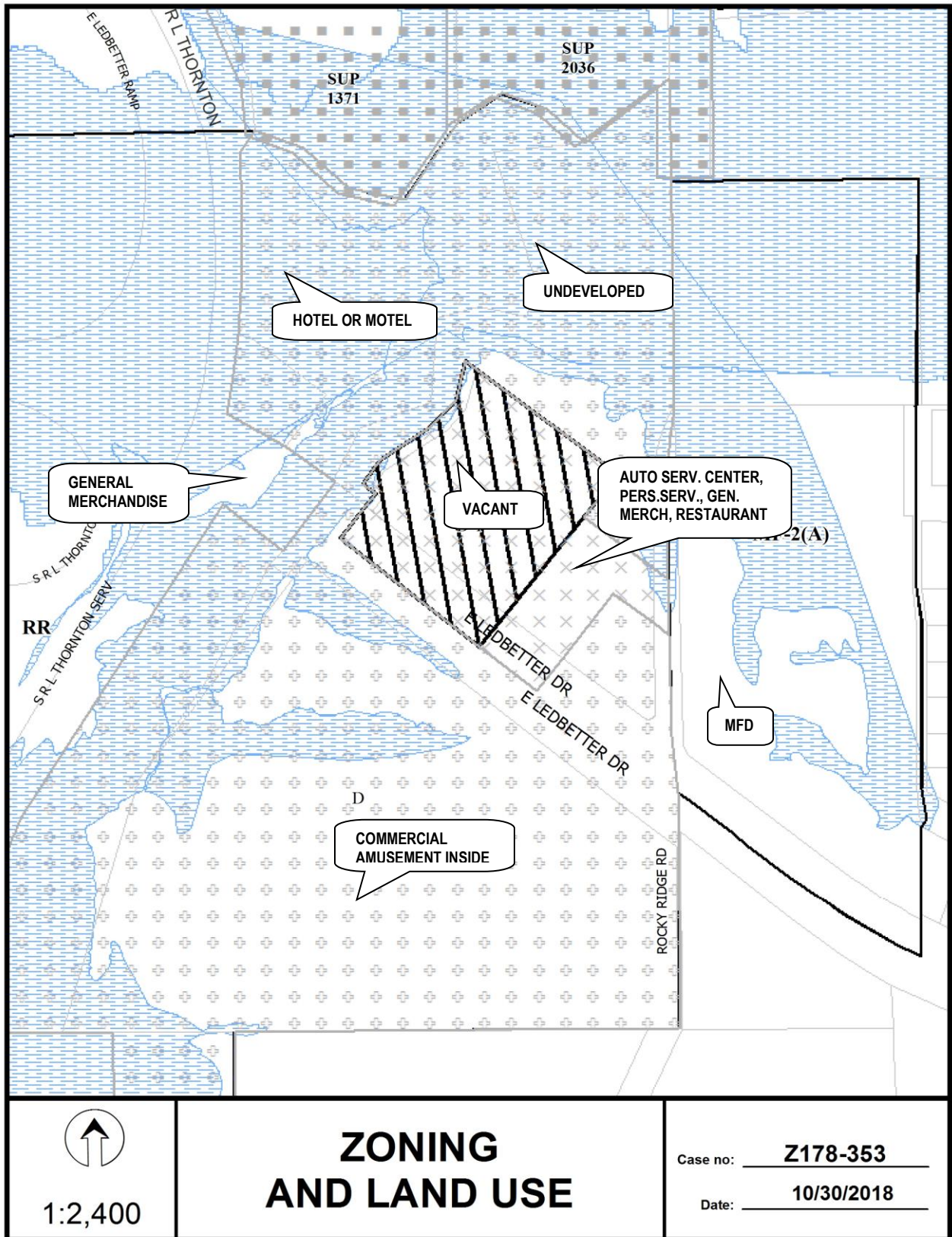
Staff Recommendation:

- | |
|---|
| 3. <u>TIME LIMIT</u> : 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.











11/14/2018

Reply List of Property Owners

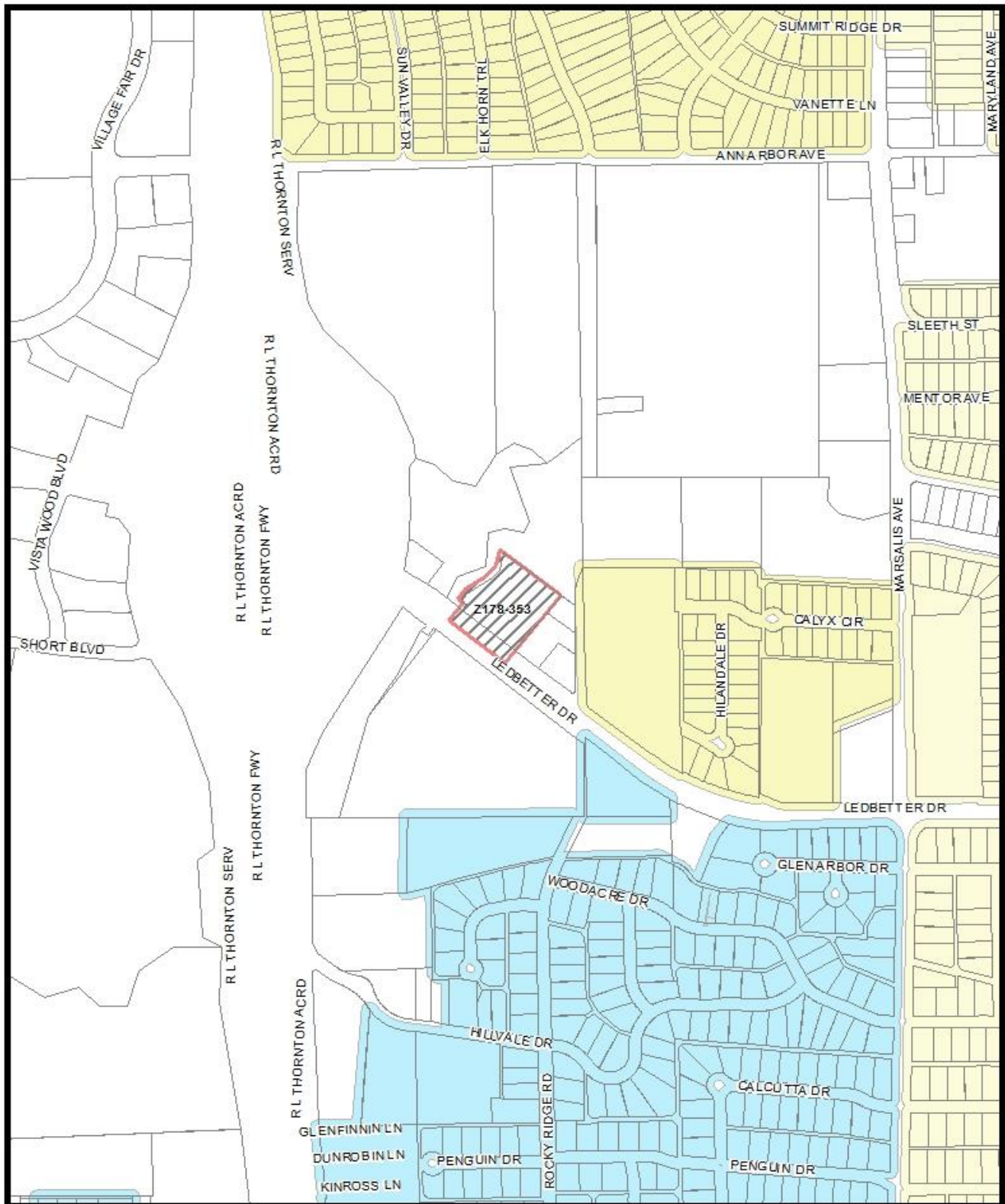
Z178-353

10 Property Owners Notified

0 Property Owners in Favor

1 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	303 E LEDBETTER DR	RACETRACK PETROLEUM INC
	2	221 E LEDBETTER DR	DALLAS ALISHAH
	3	4610 S R L THORNTON FWY	OAK CLIFF HOSPITALITY LP
	4	337 E LEDBETTER DR	TUGBOAT PROPERTIES INC
	5	423 E LEDBETTER DR	TUGBOAT PROPERTIES INC
	6	337 E LEDBETTER DR	RACETRAC PETROLEUM INC
	7	300 E LEDBETTER DR	BRIZZA INC
	8	200 E LEDBETTER DR	TLC PPTIES INC
X	9	433 E LEDBETTER DR	FIVE MILE FLATS LLC
	10	110 E ANN ARBOR AVE	LIFESCHOOL OF DALLAS DBA LIFESCHOOL



MVA Cluster A B C D E F G H I NA



1:6,000

Market Value Analysis

Printed Date: 10/17/2018



Agenda Information Sheet

File #: 18-1441

Item #: 42.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 3
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway (US 67)

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 staff's recommended conditions

Recommendation of CPC: Approval for a two-year period, subject to a site plan and conditions
Z178-263(CY)

Note: This item was deferred by the City Council before opening the public hearing on November 28, 2018, and is scheduled for consideration on January 9, 2019

FILE NUMBER: Z178-263(CY) **DATE FILED:** May 24, 2018
LOCATION: North side of West Camp Wisdom Road, east of Marvin D. Love Freeway (US 67)
COUNCIL DISTRICT: 3 **MAPSCO:** 63 U
SIZE OF REQUEST: Approx. 0.34 acres **CENSUS TRACT:** 109.02

OWNER/APPLICANT: Jawed Sagani, sole owner

REPRESENTATIVE: Santos Martinez

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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay.

SUMMARY: The applicant proposes to sell alcohol for off-premise consumption in conjunction with an existing general merchandise or food store [Stop Food Mart].

CPC RECOMMENDATION: **Approval** for a two-year period, 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 staff's recommended conditions.

BACKGROUND INFORMATION:

- The approximate 0.34-acre site is currently developed with a one-story building with two suites.
- Building Inspection records show that on May 7, 2014, a Certificate of Occupancy was issued for a child-care facility use for the suite addressed as 2921 W. Camp Wisdom Road at the subject site.
- Building Inspection records show that on November 10, 2014, a Certificate of Occupancy was issued for a general merchandise or food store 3,500 square feet or less use for suite 2925 W. Camp Wisdom Road. A liquor license was issued for the same location on June 30, 2015.
- On June 10, 2015, the City Council approved a change from a D Overlay to a D-1 Overlay and Specific Use Permit No. 2149 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for the site subject to this request.
- SUP No. 2149 expired on June 10, 2017.
- The property changed ownership since the approval of the previous SUP in June 2015. The current owner seeks to obtain a new SUP to sell alcoholic beverages for off-premise consumption in conjunction with the general merchandise use.

Zoning History: There have been two zoning changes in the vicinity during the last five years including the area of request.

- **Z145-200.** On June 10, 2015, the City Council approved a D-1 Liquor Control Overlay and Specific Use Permit No. 2149 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for the subject site.
- **Z178-181.** On June 13, 2018, City Council approved a D-1 Liquor Control Overlay and Specific Use Permit No. 2295 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 RR-D Regional Retail District with a D Liquor Control Overlay located to the west of the area of request.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Required ROW
W. Camp Wisdom Rd	Principal Arterial	100'	100'

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.

The request complies with the following land use goals and policies of the Comprehensive Plan:

URBAN DESIGN

GOAL 5.3 ESTABLISH WALK-TO CONVENIENCE

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

Land Use:

	Zoning	Land Use
Site	RR Regional Retail with D-1 Liquor Control Overlay	General Merchandise, Child Care facility
North	RR Regional Retail with D Liquor Control Overlay	Custom Business Services
East	RR Regional Retail with D Liquor Control Overlay	Undeveloped Land
South	RR Regional Retail	Vehicle Display Sales and Service
West	RR Regional Retail with D-1 Liquor Control Overlay and SUP No. 2295	Hotel

Land Use Compatibility:

The approximate 0.34-acre site is zoned an RR Regional Retail District with a D-1 Liquor control Overlay and is currently developed with a one-story, +/- 3,400-square-foot retail building. The existing general merchandise or food store use currently occupies 2,000 square feet of the building with the rest being occupied by a child-care facility. The owner of the property proposes a future expansion of the general merchandise use into the existing child care facility which is depicted in the proposed site plan. The proposed expansion will still be consistent with the request of allowing the sales of alcohol in conjunction with a general merchandise or food store 3,500 square feet or less.

The owner holds a wine and beer retailer's off-premise permit (BQ) under Chapter 26 of the Texas Alcoholic Beverage Commission Code.

The Dallas Development Code [Sec. 6-4 (a) (4)] and the TABC code [Sec. 109.331], do not require a license holder under Chapter 26 of the TABC code to maintain a 300 feet distance from a day care or child-care facility in order to operate.

Other uses surrounding the area of request include a mix of residential, retail, personal service, restaurant, hotels and automotive related uses.

The property to the west of the area of request is currently developed with a two-story hotel use and was recently rezoned from a D-Liquor Control Overlay to a D-1 Liquor Control Overlay and was granted Specific Use Permit No. 2295 for the sales of alcoholic beverages in conjunction with a general merchandise store 3,500 square feet or less. The SUP was approved for a two-year period with eligibility for automatic renewals for additional five-year periods. The existing hotel use will be demolished, and the site will be redeveloped with a convenience store with fueling station.

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.

In general, the applicant's request is consistent with the general provisions for a Specific Use Permit. Staff recommends approval for a two-year period with eligibility for automatic renewal for additional five-year periods. This has been the standard for the proposed use within the general area and allows for review of the use after the initial two-year period.

Parking:

Under the current conditions, the total required off-street parking for the site is 13 spaces, derived from calculating one space for every 200 square feet of general merchandise or food store use floor area [$2,000 \text{ sf} / 200 = 10$] and one space for every 500 square feet of child-care facility use floor area [$1,389 \text{ sf} / 500 = 2.7 \sim 3$].

For the proposed expansion of the existing general merchandise or food into the adjacent child-care facility, the off-street parking requirement will increase to 17 parking spaces derived from dividing the entire 3,389 square feet of floor area by 200. The site plan depicts 18 off-street parking spaces being proposed which will meet the requirements of the future expansion.

Landscaping:

No new development is proposed. Therefore, no additional landscaping is required. Any additions to the property that exceed 35 percent of the existing floor area or 2,000 square feet of new non-permeable pavement will require landscaping per Article X of the Dallas Development Code.

Dallas Police Department: Staff requested a report of site-related incidents, calls and arrests for the most recent three-year period. The list provided by DPD is below.

INCIDENTS

INCIDENT NUMBER	DATE	TIME	UCR OFFENSE	UCR_OFF. DESC	PREMISE	TAAG_NAME	MO
166216-2015	00:00.0	1:15	NOT CODED	No Ucr Reportable Offense	Highway, Street, Alley ETC	Campwisdom Chaucer	Ap Had A Hill County So Warrant.
025212-2018	00:00.0	7:45	NOT CODED	No Ucr Reportable Offense		Campwisdom Chaucer*	Apoww

CALLS

MASTER INCIDENT	RESPONSE DATE	RESPONSE TIME	WATCH	PROBLEM	PRIORITY DESCRIPTION	LOCATION NAME	ADDRESS
16-2428091	12/9/2016	10:48:14 AM	2	40/01 - Other	2 - Urgent	Food Mart	2921 W Camp Wisdom Rd

ARRESTS

CHARGE DESCRIPTION	ARREST NUMBER	ARREST DATE	ArBk DAY	UCR ARREST CHARGE	UCR OFFENSE	P CLASS	ArL ADDRESS
Warrant Hold (Outside Agency)	18-008719	3/16/18	Friday	Holds DSO	Not coded	N/A	2921 W. Camp Wisdom Rd.
APOWW (Social Services Referral)	18-004075	2/3/18	Saturday	APOWW	Not coded	N/A	2921 W. Camp Wisdom Rd
Warrant Hold (Outside Agency)	16-032802	7/28/16	Thursday	Holds DSO	Not coded	N/A	2921 W. Camp Wisdom Rd
Warrant-Dallas PD (Alias)	15-034412	8/26/15	Wednesday	Alias/Capias	Not coded	N/A	2921 W. Camp Wisdom Rd
Warrant-Dallas PD (Alias)	15-034410	8/26/15	Wednesday	Alias/Capias	Not coded	N/A	2921 W. Camp Wisdom Rd
Warrant Hold (Outside Agency)	15-028892	7/20/15	Monday	Holds DSO	Not coded	N/A	2921 W. Camp Wisdom Rd

Z178-263(CY)

PRIOR CPC ACTION- July 19, 2018

Z178-263(CY)

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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway (US 67), it was moved to **hold** this case under advisement until September 6, 2018.

Maker: Houston

Second: Carpenter

Result: Carried: 14 to 0

For: 14 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Jung, Housewright, Schultz,
Peadon, Murphy, Ridley, Tarpley

Against: 0

Absent: 0

Vacancy: 1 - District 8

Notices: Area: 200 Mailed: 8

Replies: For: 0 Against: 0

Speakers: For: None

For: (Did not speak): Santos Martinez, 900 Jackson St., Dallas, TX, 75202

Against: None

Z178-263(CY)

PRIOR CPC ACTION- September 6, 2018

Z178-263(CY)

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 RR-D-1 Regional Retail District with a D-1 Liquor Control Overlay on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway (US 67), it was moved to **hold** this case under advisement until October 4, 2018.

Maker: Houston
Second: Mack
Result: Carried: 12 to 0

For: 12 - West, Rieves, Houston, Davis, Shidid,
Carpenter, Mack, Lewis, Schultz, Peadon,
Ridley, Tarpley
Against: 0
Absent: 3 - Jung, Housewright, Murphy
Vacancy: 0

Notices: Area: 200 Mailed: 8
Replies: For: 0 Against: 0

Speakers: For: None
For: (Did not speak): Santos Martinez, 900 Jackson St., Dallas, TX, 75202
Against: None

Z178-263(CY)

PRIOR CPC ACTION- October 4, 2018

Z178-263(CY)

Motion: It was moved to recommend **approval** of a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for a two-year period, subject to a site plan and conditions on property zoned an RR-D-1 Regional Retail District, with a D-1 Liquor Control Overlay, on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway (US 67).

Maker: West
Second: Schultz
Result: Carried: 12 to 1

For: 12 - West, Rieves, Davis, Shidid, Carpenter, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley

Against: 1 - Lewis
Absent: 0
Vacancy: 2 - District 3, District 7

Notices: Area: 200 Mailed: 8
Replies: For: 0 Against: 0

Speakers: For: Santos Martinez, 900 Jackson St., Dallas, TX, 75202
Against: None

CPC RECOMMENDED CONDITIONS

1. USE: The only use authorized by this specific use permit is for 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:

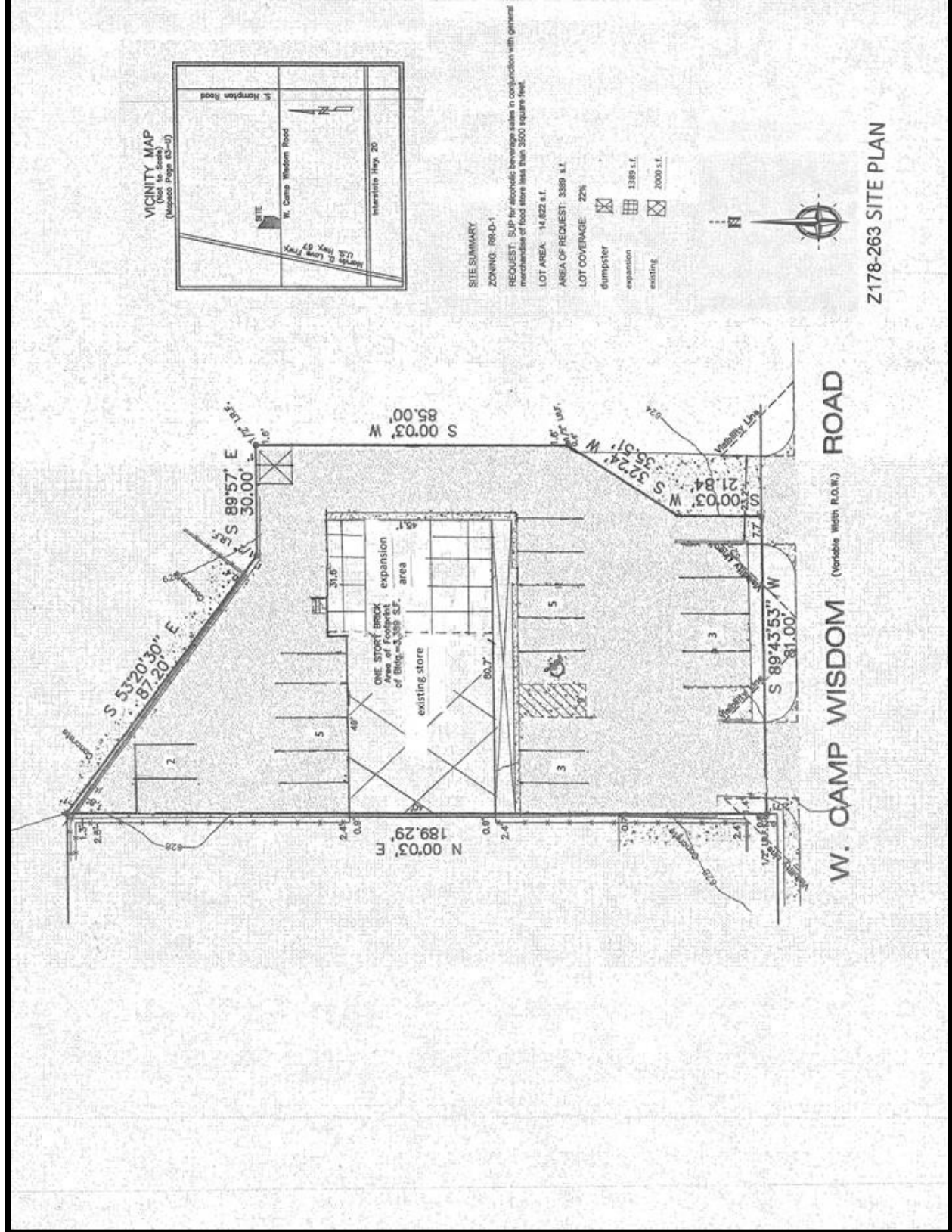
- | |
|--|
| 3. <u>TIME LIMIT</u> : This specific use permit expires on <u>[TWO years from the passage of this ordinance]</u> . |
|--|

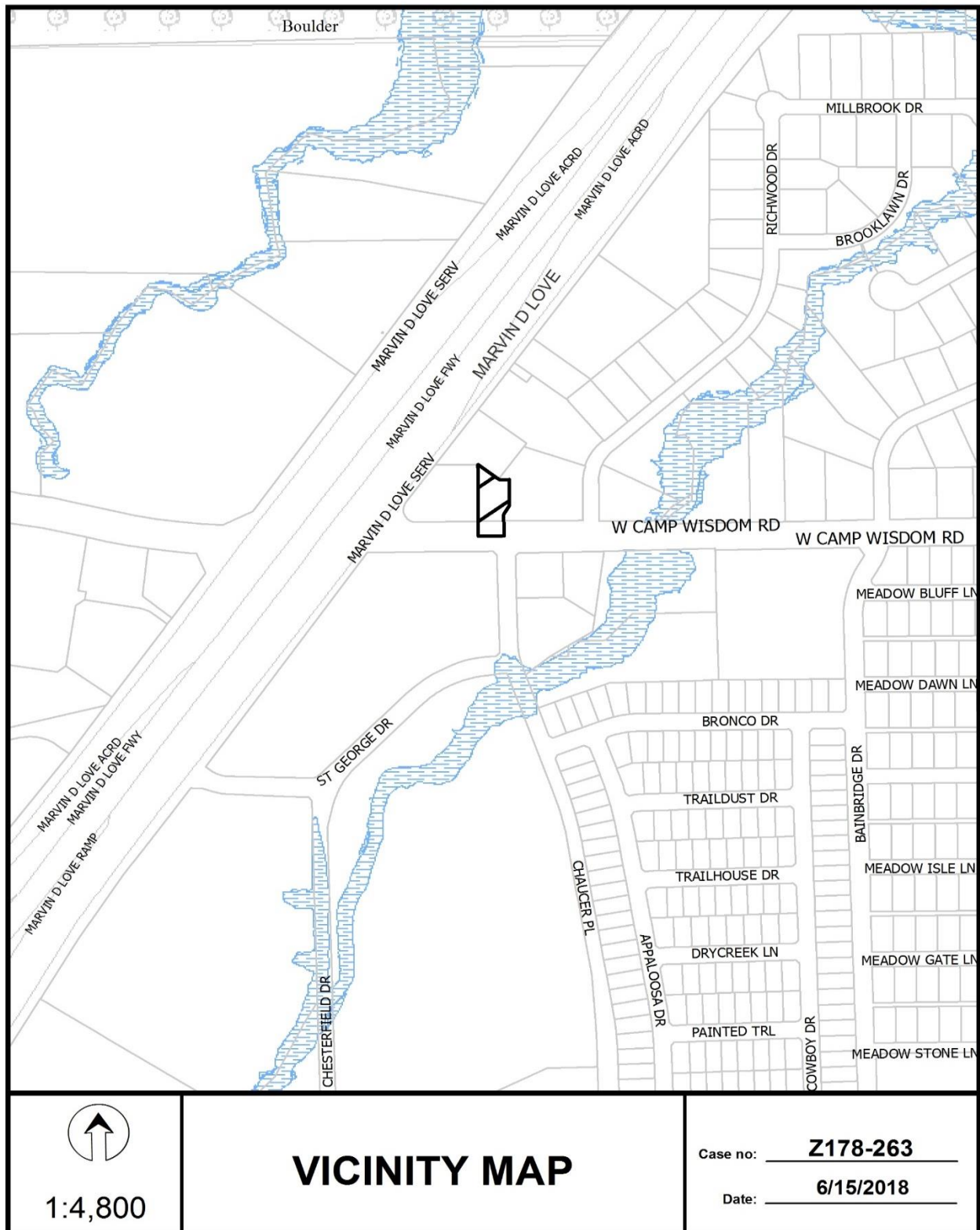
Staff Recommendation:

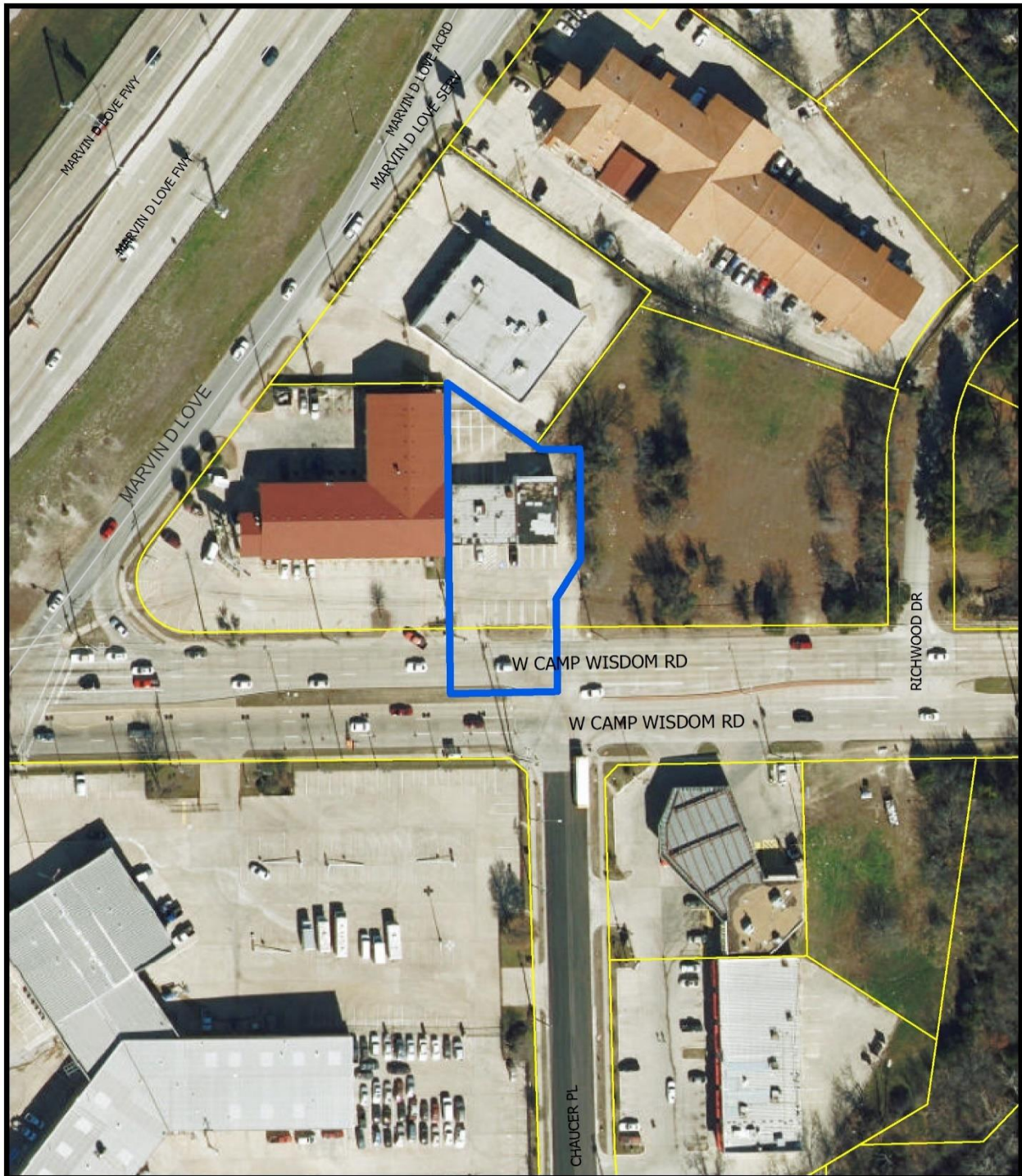
- | |
|---|
| 3. <u>TIME LIMIT</u> : This specific use permit expires on <u>[TWO years from the passage of this ordinance]</u> , but is eligible for automatic renewal for additional FIVE-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal 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





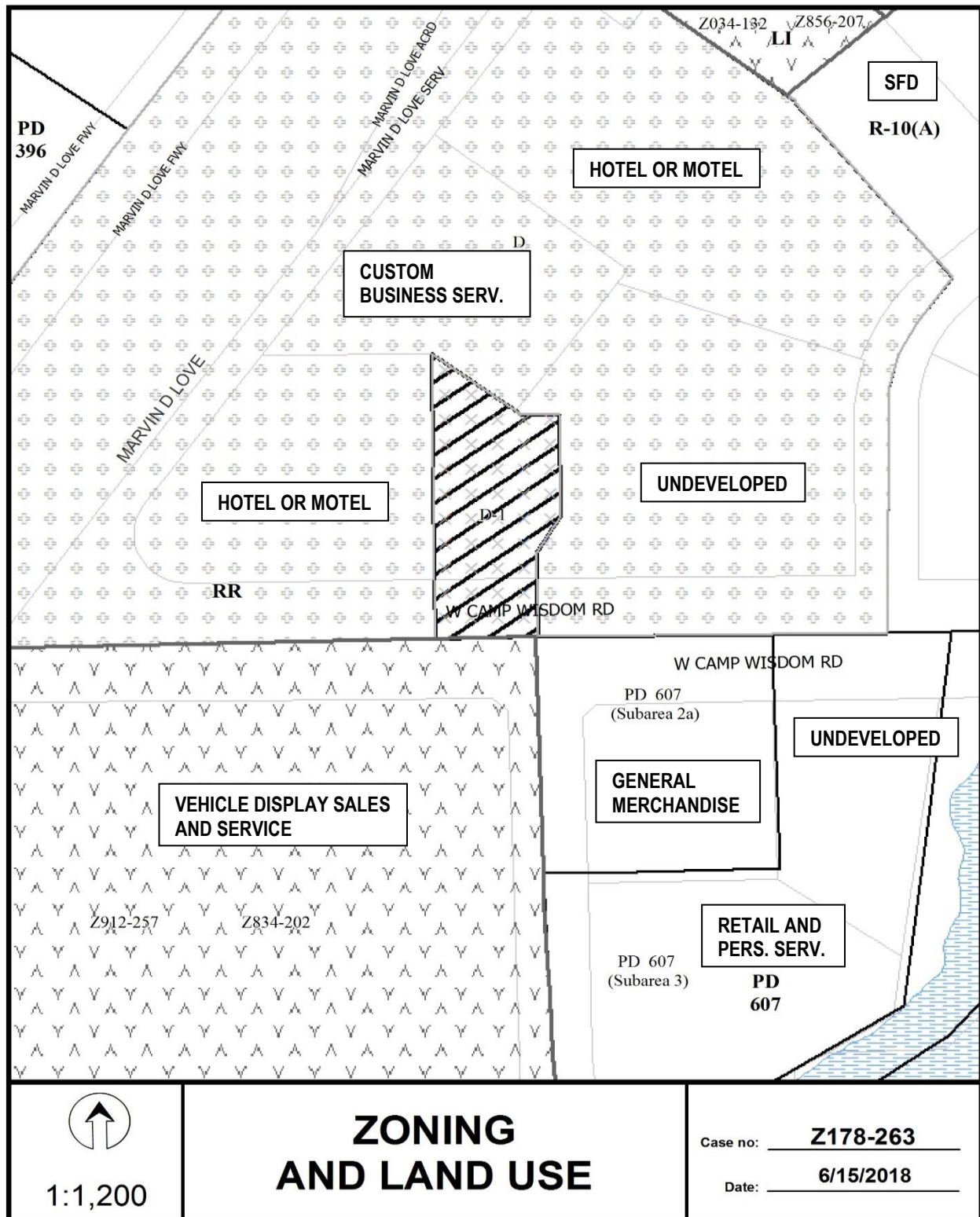


1:1,200

AERIAL MAP

Case no: Z178-263

Date: 6/15/2018





Z178-263(CY)

10/03/2018

Reply List of Property Owners

Z178-263

8 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	2921	W CAMP WISDOM RD	SAGANI JAWED
2	2935	W CAMP WISDOM RD	KUNVER LLC
3	6960	MARVIN D LOVE FWY	ALREADY GEAR INC
4	2800	W CAMP WISDOM RD	HAMPTON EMBASSY LTD
5	6950	MARVIN D LOVE FWY	AMIT INVESTMENTS INC
6	7100	MARVIN D LOVE FWY	AMERICA CAN CARS FOR KIDS
7	2950	W CAMP WISDOM RD	SILWAD INC
8	2940	CHAUCER PL	CAMP WISDOM CHAUCER J V



Agenda Information Sheet

File #: 19-67

Item #: 43.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 2
DEPARTMENT: Department of Sustainable Development and Construction
EXECUTIVE: Majed Al-Ghafry

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for GR General Retail Subdistrict uses on property zoned an MF-2 Multiple Family Subdistrict and an LC Light Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the north corner of Amelia Street and Maple Avenue

Recommendation of Staff: Approval, subject to a development plan and staff's recommended conditions

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

Z178-282(SM)

Note: This item was deferred by the City Council before opening the public hearing on December 12, 2018, and is scheduled for consideration on January 9, 2019

FILE NUMBER: Z178-282(SM) **DATE FILED:** June 21, 2018

LOCATION: North corner of Amelia Street and Maple Avenue

COUNCIL DISTRICT: 2 **MAPSCO:** 34 U

SIZE OF REQUEST: Approx. 0.597 acres **CENSUS TRACT:** 4.04

OWNER / APPLICANT: Amelia B.A. Concepts & Development, LLC; Maple B.A. Concepts & Development, LLC - Bassam Assaad, Manager

REPRESENTATIVE: Robert Reeves & Associates, Inc.

REQUEST: An application for a Planned Development Subdistrict for GR General Retail Subdistrict uses on property zoned an MF-2 Multiple Family Subdistrict and an LC Light Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District.

SUMMARY: The applicant proposes to develop the request site with a restaurant or retail use with a maximum floor area of 8,000 square feet. The structure will abut Maple Avenue with up to 37 surface parking spaces.

CPC RECOMMENDATION: Approval, subject to a development plan and conditions.

STAFF RECOMMENDATION: Approval, subject to a development plan and staff's recommended conditions.

BACKGROUND INFORMATION:

- The site consists of two PDD No. 193 Subdistricts, LC and MF-2. The LC Subdistrict property is developed with a vacant dental office and a vacant photofinishing structure; the MF-2 Subdistrict property is undeveloped but was previously occupied by two single family structures.
- In the LC Subdistrict, Dallas Central Appraisal District records show the vacant photofinishing structure was constructed in 1955 and the vacant dental office structure was constructed in 1964.
- In the MF-2 Subdistrict, the demolition of the southernmost single family structure was completed on November 19, 1990 and the demolition of the northernmost single family structure was completed on July 7, 2015.

Zoning History: There has been one recent zoning case in the area within the last five years.

1. **Z145-150:** On April 22, 2015, City Council approved Planned Development Subdistrict No. 115 for LC Light Commercial Subdistrict uses on property zoned an MF-2 Multiple-family Subdistrict and an LC Light Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District on the east corner of Amelia Street and Maple Avenue.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Maple Avenue	Collector	60 ft.	60 ft.
Amelia Street	Local	40 ft.	40 ft.

Traffic: The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that the proposed development, subject to staff's recommended conditions, 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 *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 site is identified as an urban neighborhood building block. Urban Neighborhoods, including Oak Lawn, the Grand Avenue area in South Dallas, the area near Jefferson Boulevard and the Vickery Meadow area, are predominately residential but are distinguished from other neighborhoods by the wide variety of housing options they provide and easy access to public transit. Housing choices should include single-family detached dwellings, townhomes and low- to midrise condominiums or apartments. These neighborhoods will have concentrations of shops and offices along key corridors or at key intersections, providing important services and job opportunities within walking distance of residences. These areas may have mixed-use buildings with ground floor shops. Areas currently developed with single-family or duplex uses should generally be maintained unless redevelopment is addressed through an Area Planning process. Urban Neighborhood streets will be very pedestrian friendly, providing excellent connectivity to shopping, schools and other community services. Emphasis should be placed on slowing traffic through use of on-street parking and other similar traffic calming measures. Public investments in these areas will focus on parks, pathways, transit stops, pedestrian-oriented landscaping and road improvements.

The request is consistent with the urban neighborhood building block because it diminishes the potential negative impact that an LC Subdistrict would allow and provides for a limited transition from Maple Avenue into the neighborhood.

URBAN DESIGN ELEMENT

GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

URBAN DESIGN

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY

Policy 5.1.1 Promote pedestrian-friendly streetscapes.

Policy 5.1.3 Encourage complementary building height, scale, design and character.

Area Plans:

The Oak Lawn Special Purpose District and the Oak Lawn Plan include the following objectives:

- (1) To achieve buildings more urban in form.
- (2) To promote and protect an attractive street level pedestrian environment with continuous street frontage activities in retail areas.
- (3) To encourage the placement of off-street parking underground or within buildings similar in appearance to non-parking buildings.
- (4) To promote development appropriate to the character of nearby neighborhood uses by imposing standards sensitive to scale and adjacency issues.
- (5) To use existing zoned development densities as a base from which to plan, while providing bonuses to encourage residential development in commercial areas.
- (6) To discourage variances or zoning changes which would erode the quantity or quality of single-family neighborhoods, or would fail to adhere to the standards for multiple-family neighborhoods and commercial areas.
- (7) To promote landscape/streetscape quality and appearance.

The applicant's request for a Planned Development Subdistrict will meet objectives 1, 2, 4 and 7. The proposed development will be developed to an appropriate scale that meets the character of the adjacent uses.

The combination of three zoning districts, with varying front yard setbacks on Amelia Street prescribes that new construction be setback a minimum of 25 feet on Amelia Street and 10 feet on Maple Avenue. This creates a suburban-style development pattern that conflicts with the first and second objectives of the Oak Lawn Plan. The request also decreases the development rights and permitted uses of the LC Subdistrict to the GR Subdistrict with additional protections to provide a better transition from a commercial street frontage into a residential area, which conforms to the fourth objective. Therefore, staff supports the request subject to staff's recommended conditions.

STAFF ANALYSIS**Surrounding Land Uses:**

	Zoning	Land Use
Site	PDD No. 193 (LC and MF-2)	Vacant retail, Undeveloped
Northeast	PDD No. 193 (MF-2, R-7.5)	Single family
Southeast	PDS No. 115	General merchandise or food store greater than 3,500 square feet
South	PDD No. 843	General merchandise or food store greater than 3,500 square feet
Southwest	IR	Surface parking lot
Northwest	LC	Multiple Family

Land Use Compatibility:

Maple Avenue is a nonresidential street that provides access to retail-oriented uses and multiple family uses. The site is surrounded by a general merchandise or food store greater than 3,500 square feet to the southeast, across Amelia Street; a grocery store to the south, across the Maple Avenue and Amelia Street intersection; surface parking lots to the southwest, across Maple Avenue; and a multiple family use is located in the LC Subdistrict to the northwest, abutting the site. Single family uses are developed to the lots abutting the site to the northeast and occupy the remainder of the block on Amelia Street.

The request prohibits all uses, except for parking with a solid screening fence, within the area that is currently within an MF-2 Multiple Family Subdistrict. The request also prohibits the following uses that are currently allowed within the LC Light Commercial Subdistrict.

- Alternative financial institution.
- Dance hall
- Drive-in restaurant
- Drive-through restaurant
- All motor vehicle related uses
- Pawn shop
- Short takeoff or landing port
- Heliport [SUP in LC]
- Railroad passenger station
- Technical school
- Commercial cleaning shop
- Commercial laundry or dry cleaning
- Taxidermist
- Custom furniture construction, repair, or upholstery shop
- Job printing, lithographer, printing or blueprinting plant
- Venetian blind or window shade repair, assembly, or sales
- Computer service repair
- Custom commercial engraving
- Design or decorative center
- Warehouse
- Open storage [SUP with visual screening in LC]

Further, the applicant proposes to prohibit bars and restaurants on rooftops and require that uses may not be open to the public between midnight and 6:00 a.m. daily. Staff supports the request because the above restrictions improve the land use compatibility of the site to the surrounding properties.

Development Standards:

<u>DISTRICT</u>	SETBACKS		Density	Height	Lot Coverage	PRIMARY Uses
	Front	Side/Rear				
MF-2 - Existing Multiple-family Subdistrict	15'	10' / 15'	No max.	36'	60% res. 50% nonres.	Single family, Multiple-family
LC - Existing Light Commercial Subdistrict	10'	0'	4:1 FAR* =90,556 SF	36' Single family 240' non-residential	80%	Commercial, Retail, Office, single family, Multiple-family
PDS – Proposed	10' Maple; 5' on Amelia 5' limited encroachments	0'	8,000 SF retail 4,000 SF restaurant 1,800 SF bar; Otherwise, 4:1 FAR	120'	80%	Retail, Office, Single family, Multiple-family

Market Value Analysis:






Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets to orange, representing the weakest markets. The area of request is partially within an “E” MVA cluster which extends into the neighborhood to the north.

Parking:

The applicant requests a parking reduction for a restaurant without drive-through service. PDD No. 193 requires a parking ratio of one space per 100 square feet of floor area. The applicant is proposing a parking ratio of one space per 110 square feet of floor area. The number of off-street parking spaces that are required for 4,000 square feet of restaurant, under PDD No. 193 is 40 spaces. The applicant is proposing 37 spaces on site, including 11 compact car spaces. Staff does not support the proposed off-street parking reduction because the applicant did not provide a parking demand study based on actual observations from similar land uses.

Landscaping:

Landscaping of any development will be in accordance with the proposed landscape plan. The applicant has provided a landscape plan in order to reduce the sidewalk width on Amelia Street from the minimum six-foot width for nonresidential subdistrict to a minimum five-foot width for residential districts. Since the remainder of the blockface on Amelia Street is within residential subdistricts, and the proposed sidewalk will be consistent with the remainder of the block, staff supports the request. Otherwise, the applicant has exceeded the minimum landscape requirements of Part I of PDD No. 193 as outlined in the following table.

CITY OF DALLAS LANDSCAPE ORDINANCE COMPLIANCE MANDATORY REQUIREMENTS		
SITE LANDSCAPING AREA 	AT LEAST 10% OF LOT MUST BE LANDSCAPED	
	REQUIRED	PROVIDED
	2,264 SF	2,321 SF
	AT LEAST 60% OF FRONT YARD MUST BE LANDSCAPED	
	REQUIRED	PROVIDED
	1,358 SF	1,610 SF
GENERAL PLANTING AREA 	AT LEAST 12% OF REQUIRED FRONT YARD MUST BE GENERAL PLANTING AREA	
	REQUIRED	PROVIDED
	178 SF	192 SF
SPECIAL PLANTING AREA 	AT LEAST 6% OF REQUIRED FRONT YARD MUST BE SPECIAL PLANTING AREA	
	REQUIRED	PROVIDED
	89 SF	123 SF
STREET TREES 	284 FT. OF FRONTAGE @ 1/25 FT	
	REQUIRED	PROVIDED
	11 LARGE CANOPY	9 LARGE CANOPY
SITE TREES 	22,638 SQ. FT.	
	REQUIRED	PROVIDED
	6 LARGE CANOPY	15 LARGE CANOPY

PRIOR CPC ACTION – October 18, 2018:

Motion: It was moved to recommend **approval** of a Planned Development Subdistrict for GR General Retail Subdistrict uses, subject to a revised development plan and staff's revised recommended conditions (as briefed) on property zoned an MF-2 Multiple Family Subdistrict and an LC Light Commercial Subdistrict within Planned Development District No. 193, the Oak Lawn Special Purpose District, on the north corner of Amelia Street and Maple Avenue.

Maker: Rieves
Second: Davis
Result: Carried: 12 to 0

For: 12 - West, Rieves, Davis, Shidid, Carpenter, Jung,
Housewright, Schultz, Peadon, Murphy, Ridley,
Tarpley

Against: 1 - Lewis
Absent: 0
Vacancy: 2 - District 3, District 7

Notices: Area: Mailed:
Replies: For: Against:

Speakers: For: Robert Reeves, 900 Jackson St., Dallas, TX, 75202
Against: None

CPC Recommended PD 193 Subdistrict

Division S-____. PD Subdistrict ____.

SEC. S-____.101. LEGISLATIVE HISTORY.

PD Subdistrict ____ was established by Ordinance No.____, passed by the Dallas City Council on ____.

SEC. S-____.102. PROPERTY LOCATION AND SIZE.

PD Subdistrict ____ is established on property located at the north corner of Maple Avenue and Amelia Street. The size of PD Subdistrict ____ is 0.5197 acres.

SEC. S-____.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51 and Part I of this article apply to this division. If there is a conflict, this division controls. If there is a conflict between Chapter 51 and Part I of this article, Part I of this article controls.

(b) In this division,

(1) **ALTERNATIVE FINANCIAL INSTITUTION** means a car title loan business or money services business. An alternative financial establishment does not include states or federally chartered banks, community development financial institutions, savings and loans, credit unions, or regulated lenders licensed in accordance with Chapter 342 of the Texas Finance Code. If a regulated lender licensed in accordance with Chapter 342 of the Texas Finance Code also offers services as a credit access business under Chapter 393 of the Texas Finance Code, that business is an alternative financial establishment.

(2) **STOOP** means a small porch that may include stairs leading to the entrance of a residence.

(3) **SUBDISTRICT** means a subdistrict of PD 193.

(c) Unless otherwise stated, all references to articles, divisions, or sections in this division are to articles, divisions, or sections in Chapter 51.

(d) This subdistrict is considered to be a nonresidential zoning district.

SEC. S- ____ .104. EXHIBITS.

The following exhibits are incorporated into this division:

- (1) Exhibit ____A: development plan.
- (2) Exhibit ____B: landscape plan.

SEC. S- ____ .105. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit S- ____). If there is a conflict between the text of this division and the development plan, the text of this division controls.

SEC. S- ____ .107. MAIN USES PERMITTED.

(a) Except as provided in this section, the only main uses permitted in this subdistrict are those main uses permitted in the GR General Retail Subdistrict, subject to the same conditions applicable in the GR General Retail Subdistrict, as set out in Part I of this article. For example, a use permitted in the GR General Retail Subdistrict only by specific use permit (SUP) is permitted in this subdistrict only by SUP; a use subject to development impact review (DIR) in the GR General Retail Subdistrict is subject to DIR in this subdistrict; etc.

(b) The following main uses are prohibited:

- Alternative financial institution.
- Dance hall.
- Drive-in restaurant.
- Drive-through restaurant.
- All motor vehicle related uses.
- Pawn shop.

(c) The only use allowed within 103 feet of the northeast boundary line of the subdistrict is surface parking and a trash enclosure.

(b) Bar, lounge or tavern and restaurant without drive-through service uses are prohibited when located atop a roof.

(c) No use may be open to the public from midnight to 6:00 AM daily.

(d) Outdoor speakers are prohibited.

SEC. S-____.108. ACCESSORY USES.

As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51P-193.108. For more information regarding accessory uses, consult Section 51P-193.108.

SEC. S-____.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 Part I of this article. If there is a conflict between this section and Part I of this article, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the GR General Retail Subdistrict apply.

(b) Front yard. Minimum front yard on Maple Avenue is 10 feet and on Amelia Street is five feet. Stoops, steps, handrails, guardrails, planters, patios, shade structures, transformers and other utility equipment, benches and other pedestrian seating, pots, raised planters, sculptures, and other decorative landscape features may project a maximum of five feet into the required front yard.

(c) Floor area.

(1) The maximum floor area for all retail uses is 8,000 square feet.

(2) The maximum floor area for restaurant without drive-through service uses is 4,000 square feet.

(3) The maximum floor area for bar, lounge, or tavern uses is 1,800 square feet.

(d) Floor Area Ratio. Maximum floor area ratio is 0.8:1.

(e) Height. The maximum structure height is 36 feet.

SEC. S-____.110. OFF-STREET PARKING AND LOADING.

(a) Except as provided in this Section, Consult Part I of this article for the specific off-street parking and loading requirements for each use.

CPC recommended:

(b) Restaurant without drive-through service requires a minimum of one parking space per 110 square feet.

Staff recommendation:

(b) Restaurant without drive-through service requires a minimum of one parking space per 110 square feet.
--

(c) Maximum height of light standards located in the surface parking area shown on Exhibit ____ A is eight feet. All light figures must be designed to direct the light source downward and away from adjoining properties.

SEC. S-____.111. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. S-____.112. LANDSCAPING.

- (a) Landscaping must be provided as shown on the landscape plan (Exhibit ____B).
- (b) Plant materials must be maintained in a healthy, growing condition.

SEC. S-____.112. SCREENING.

- (a) A minimum eight-foot solid masonry wall is required to screen surface parking along a portion of the northeast boundary of this subdistrict as shown on Exhibit____ B.
- (b) A minimum six-foot solid screening fence is required to screen surface parking along a portion of the northwest boundary of this subdistrict as shown on Exhibit____ B.

SEC. S-____.113. SIGNS.

Signs must comply with the provisions for business zoning districts in Article VII.

SEC. S-____.114. 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) Development and use of the Property must comply with Part I of this article.

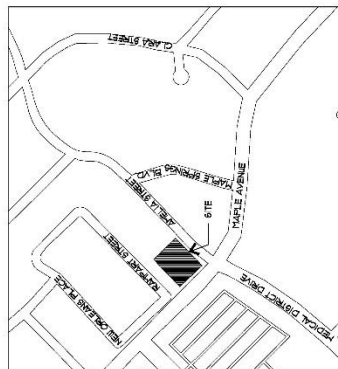
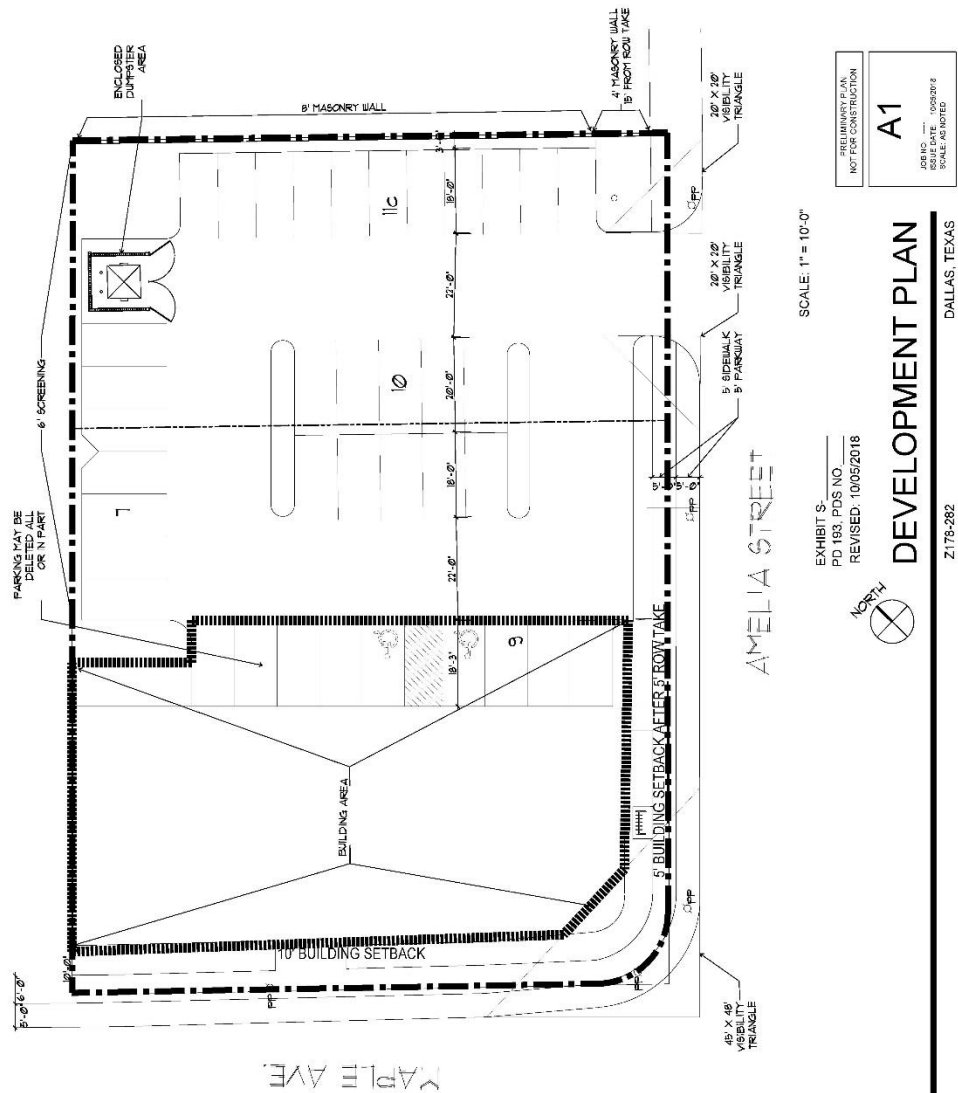
SEC. S-____.115.

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, 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.

PROPOSED DEVELOPMENT PLAN



SITE AREA: 5197 AC.
22,613.13 SQ. FT.

USES:

FLOOR AREA: PER GR DISTRICT STANDARDS

RESTAURANT: MAX. 4,000 SQ. FT.

RETAIL: MAX. 8,000 SQ. FT.

RETAIL: MAX. 6,000 SQ. FT.
BAR, LOUNGE, OR TAVERN: MAX. 1,800 SQ. FT.

COVERAGE: 32%

PARKING: PER GR DISTRICT STANDARDS

RESTAURANT: 1/110 SQ. FT.

RESTAURANT: 17110 S.
RETAIL: 1/220 SQ. FT.

YARDS:

FRONT: 10 FT. ALONG MAPLE AVE.

FRONT: 10 FT. ALONG MAPLE AVE.
5 FT. ALONG AMELIA ST. AFTER 5 FT. ROW DEDICATION

SIDE AND REAR: NONE

HEIGHT: 36 FT.

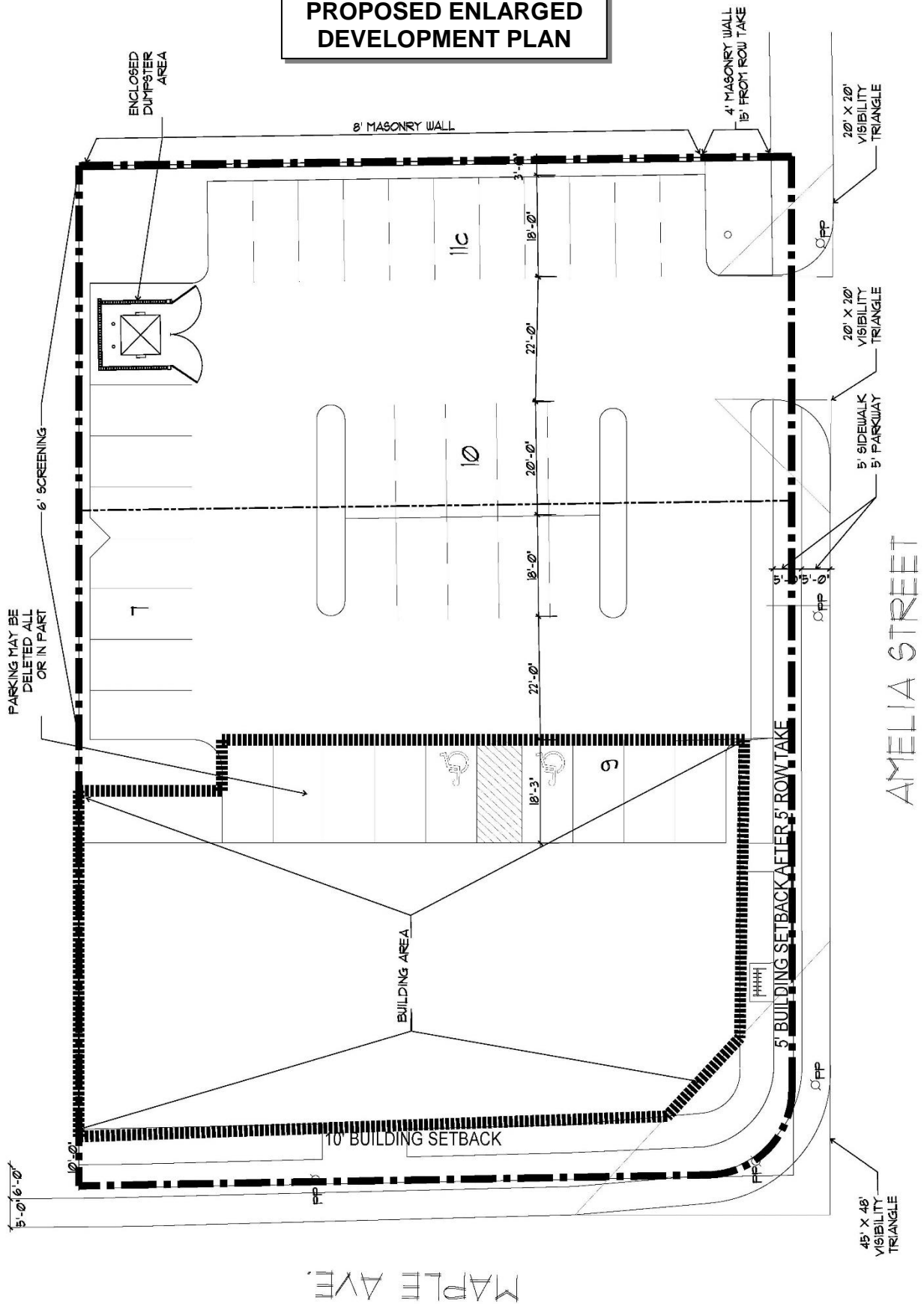
FLOOR AREA RATIO: MAX. 2:1

LANDSCAPE: PER LANDSCAPE PLAN



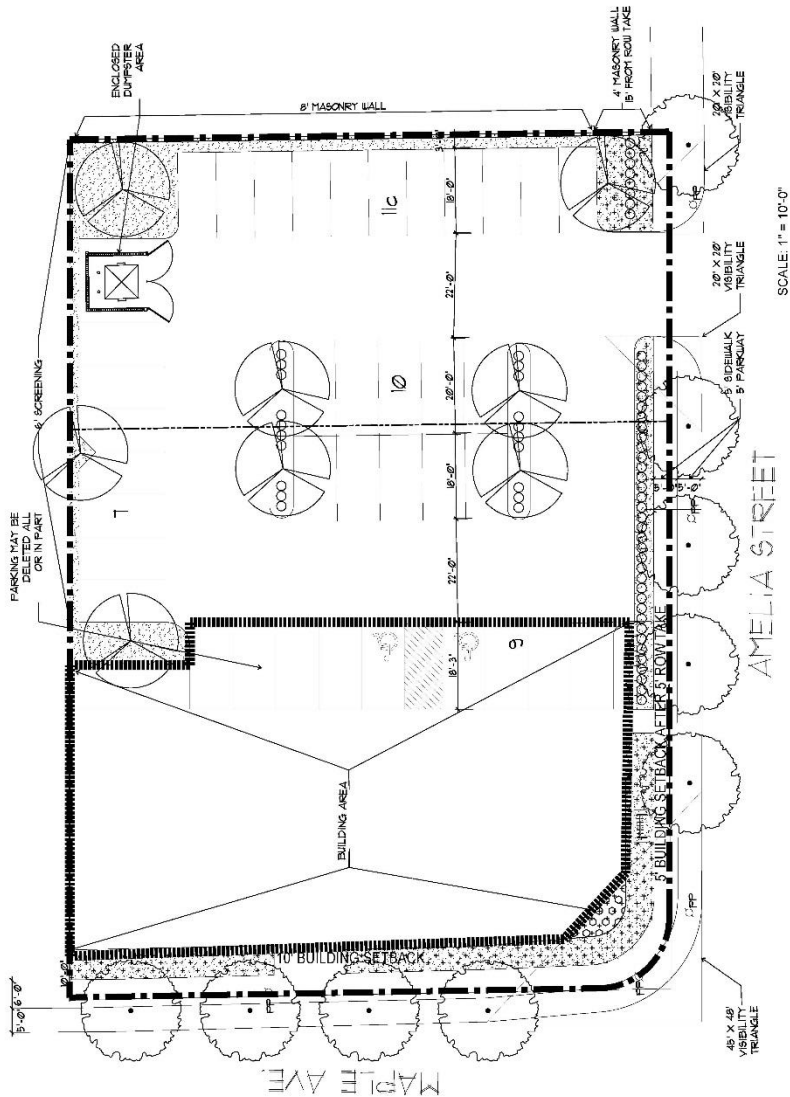
GSD ARCHITECTS

DALLAS, TX 972.385.9061
www.GSOarchitects.com



EVIDIT C

PROPOSED LANDSCAPE PLAN



SCALE: 1" = 10'-0"

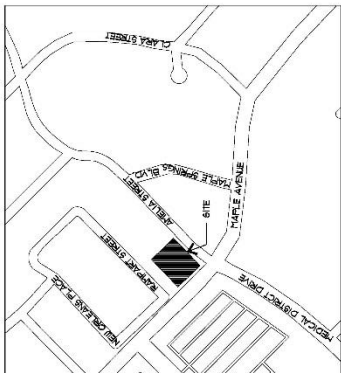
EXHIBIT S-
PD 193, PDS NO. _____
REVISED: 10/8/18



PRELIMINARY PLAN
NOT FOR CONSTRUCTION

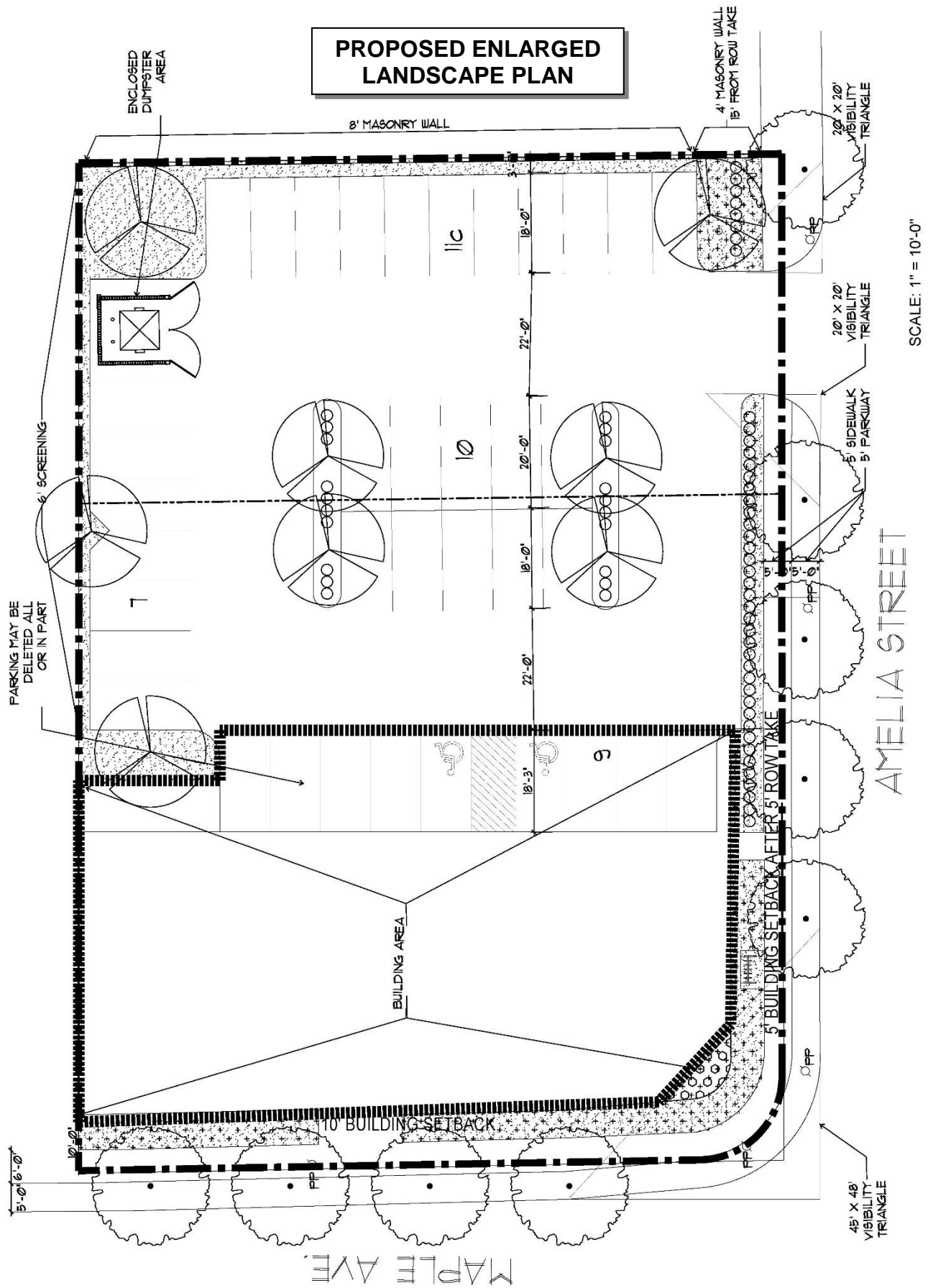
LS1
JOB NO. _____
ISSUE DATE: 10/08/18
SCALE AS NOTED

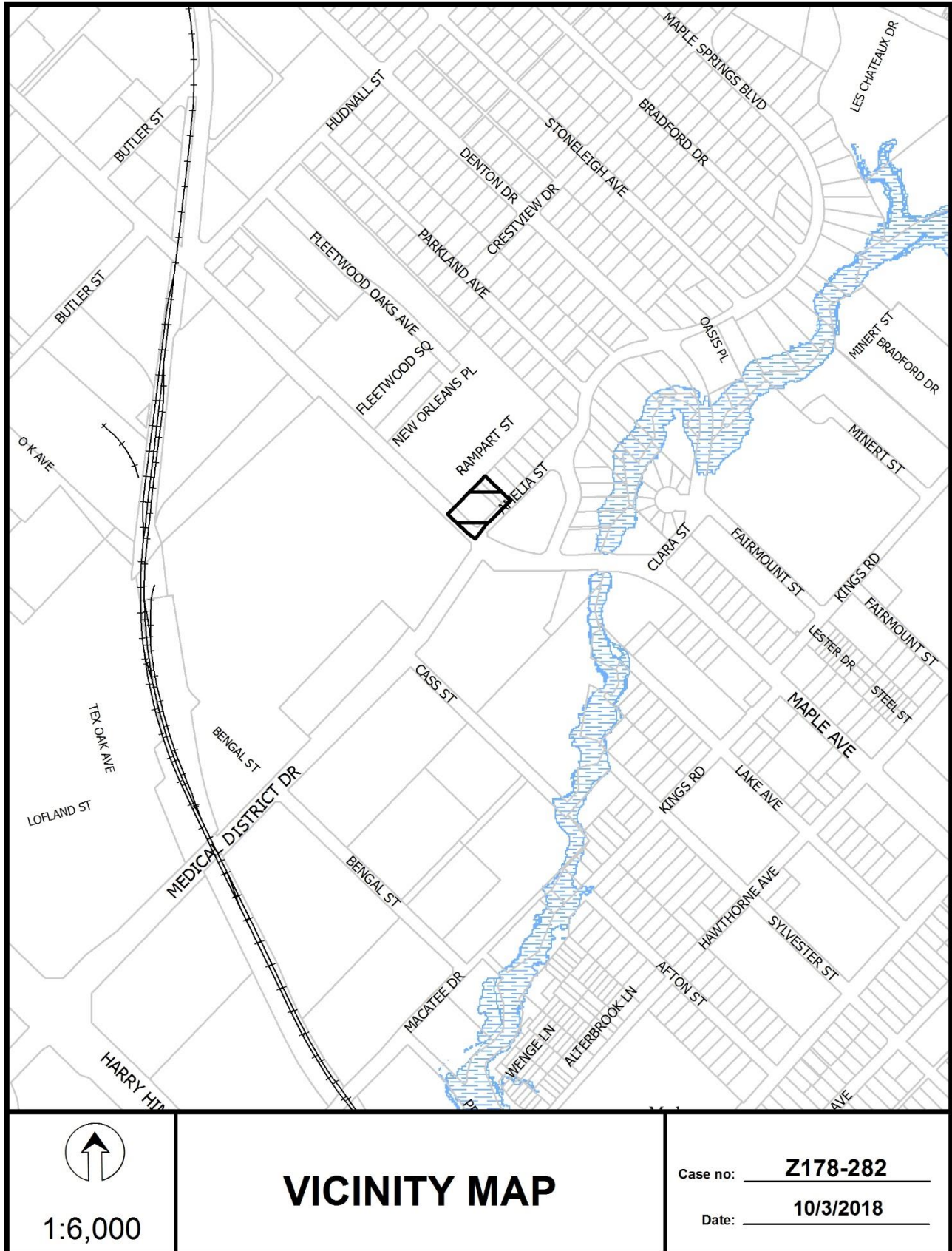
LANDSCAPE PLAN
Z178-282
DALLAS, TEXAS



CITY OF DALLAS LANDSCAPE ORDINANCE COMPLIANCE MANDATORY REQUIREMENTS		
SITE LANDSCAPING AREA	AT LEAST 10% OF LOT MUST BE LANDSCAPED	
	REQUIRED	PROVIDED
	2,264 SF	2,321 SF
	AT LEAST 60% OF FRONT YARD MUST BE LANDSCAPED	
GENERAL PLANTING AREA	REQUIRED	PROVIDED
	1,358 SF	1,610 SF
	AT LEAST 12% OF REQUIRED FRONT YARD MUST BE GENERAL PLANTING AREA	
	REQUIRED	PROVIDED
SPECIAL PLANTING AREA	192 SF	192 SF
	Ground Cover: Medium Green Shrubs: Dwarf Yucca Holly	
	AT LEAST 6% OF REQUIRED FRONT YARD MUST BE SPECIAL PLANTING AREA	
	REQUIRED	PROVIDED
STREET TREES	88 SF	123 SF
	284 FT. OF FRONTAGE @ 1/25 FT	
	REQUIRED	PROVIDED
	11 LARGE CANOPY	9 LARGE CANOPY
SITE TREES	22,638 SQ. FT.	
	11 LARGE CANOPY	9 LARGE CANOPY
	REQUIRED	PROVIDED
	6 LARGE CANOPY	15 LARGE CANOPY

GSO ARCHITECTS
DALLAS, TX
972.386.0851
10700 BENTLEY DRIVE, SUITE 100, DALLAS, TX 75243
WWW.GSOARCHITECTS.COM





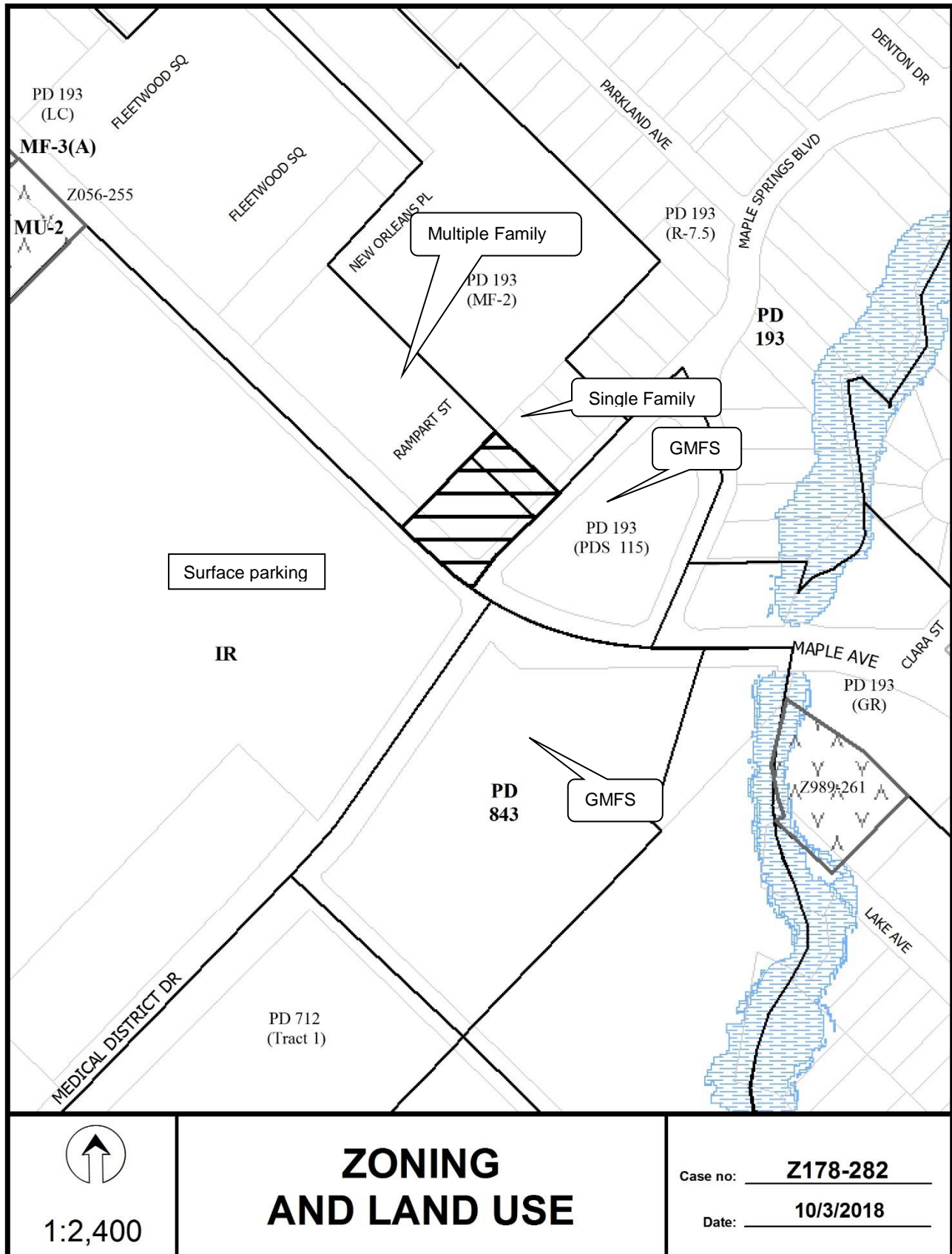


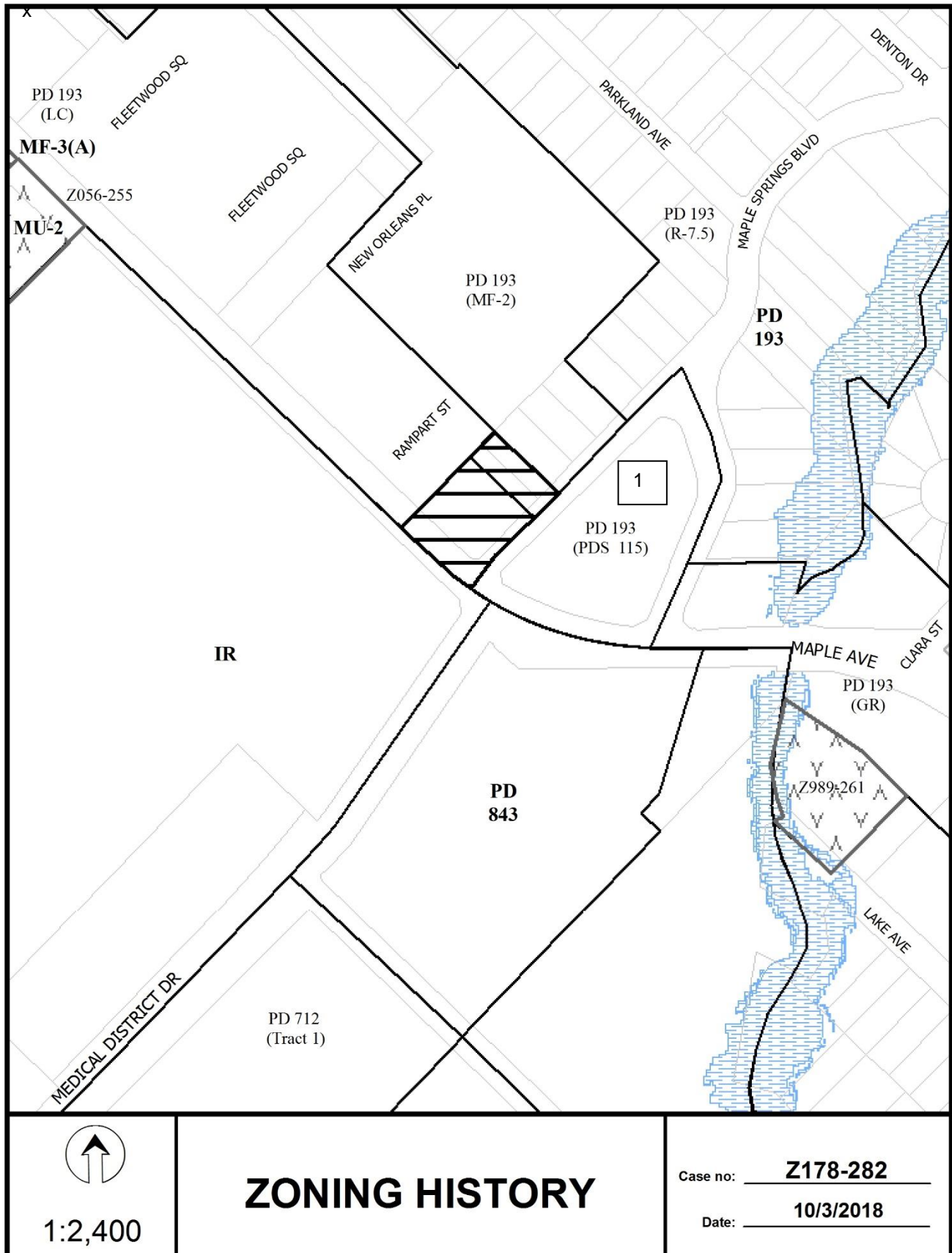
1:2,400

AERIAL MAP

Case no: **Z178-282**

Date: **10/3/2018**







10/17/2018

Reply List of Property Owners***Z178-282******37 Property Owners Notified******1 Property Owners in Favor******0 Property Owners Opposed***

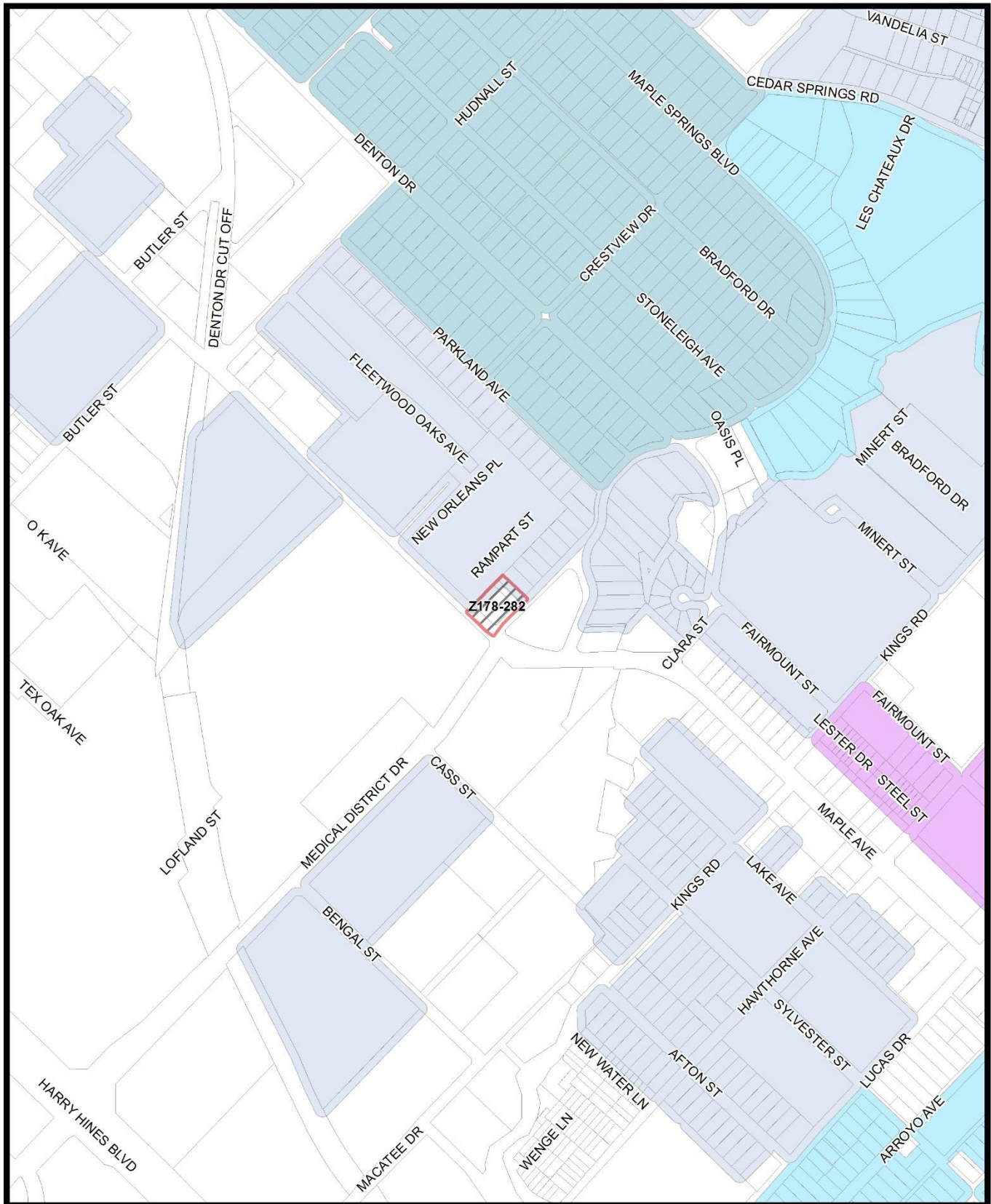
<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	5000 MAPLE AVE	HUCKABEE PARTNERSHIP, LTD
	2	2511 AMELIA ST	HUCKABEE LOU G
	3	4810 MAPLE AVE	TCG MMB INVESTORS LLC
	4	4906 MAPLE AVE	DREKAJ DAVID
	5	2510 MAPLE SPRINGS BLVD	GONZALES FELIX
	6	2514 MAPLE SPRINGS BLVD	BALDWIN PHILIP M
O	7	2518 MAPLE SPRINGS BLVD	MAHONEY MICHAEL P
	8	2600 MAPLE SPRINGS BLVD	LEVA LON E
	9	2612 MAPLE SPRINGS BLVD	SPARKS GLENN C
	10	2515 AMELIA ST	MONTES DAVID
	11	2521 AMELIA ST	JACINTO GRACIE & MICHAEL
	12	2523 AMELIA ST	AYALA ANTHONY
	13	2527 AMELIA ST	AMARASINGHAM RUBEN &
	14	2603 AMELIA ST	HERNANDEZ EDWARD R
	15	2605 MAPLE SPRINGS BLVD	BLACKBURN JASON T
	16	2611 MAPLE SPRINGS BLVD	TORRES JUANITA SUAREZ
	17	5225 FLEETWOOD OAKS DR	HOCTOR TIC LLC &
	18	5120 MAPLE AVE	QUINTANILLA TECHNOLOGIES INC
	19	5010 MAPLE AVE	SAN CARLOS ASSOC LP
	20	2620 MAPLE SPRINGS BLVD	DRABLOS SCOTT C & KELLY P B
	21	2624 MAPLE SPRINGS BLVD	REDDING CHARLES MICHAEL
	22	2615 MAPLE SPRINGS BLVD	AYALA JOSEFINA L
	23	2619 MAPLE SPRINGS BLVD	DERRY DALE LYNN
	24	5009 PARKLAND AVE	PHILLIPS REBECCA A
	25	5011 PARKLAND AVE	MARTINEZ ELIZABETH TR
	26	5015 PARKLAND AVE	REYES ROBIN

Z178-282(SM)

10/17/2018

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	5103	PARKLAND AVE	STULL DOMINIC
28	5107	PARKLAND AVE	BOLINDER ERIC
29	4714	CASS ST	KALOGRIDIS REAL EST LTD
30	4821	MAPLE AVE	MAGIC CARPET LTD
31	4807	MAPLE AVE	MAPLE C PARTNERS LTD
32	4800	FAIRMOUNT ST	MAEDC
33	4819	FAIRMOUNT ST	MEJIA JUAN FRANCISCO &
34	2527	MAPLE SPRINGS BLVD	CVS PHARMACY INC
35	4901	MAPLE AVE	KROGER MANAGEMENT NMTC DALLAS I LLC
36	2311	MEDICAL DISTRICT DR	KUMIVA GROUP LLC
37	5101	MAPLE AVE	DALLAS COUNTY HOSPITAL DISTRICT

Z178-282(SM)



MVAC Cluster A B C D E F G H I NA



1:6,000

Market Value Analysis

Printed Date: 10/9/2018



Agenda Information Sheet

File #: 18-1439

Item #: 44.

STRATEGIC PRIORITY: Economic and Neighborhood Vitality
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): All
DEPARTMENT: Housing & Neighborhood Revitalization
EXECUTIVE: T.C. Broadnax

SUBJECT

A public hearing to receive comments on the proposed City of Dallas FY 2018-19 Urban Land Bank Demonstration Program Plan and upon the close of the public hearing, approval of the City of Dallas FY 2018-19 Urban Land Bank Demonstration Program Plan - Financing: No cost consideration to the City

BACKGROUND

Chapter 379C of the Texas Local Government Code (the "Act") requires that the governing body of a municipality that adopts an Urban Land Bank Demonstration Program adopt a plan annually. The plan must include:

1. a list of community housing development organizations eligible to participate in the right of first refusal provided by Texas Local Government Code Section 379C.011;
2. a list of the parcels of real property that may become eligible for sale to the land bank during the upcoming year;
3. the municipality's plan for affordable housing development on those parcels of real property; and
4. the sources and amounts of funding anticipated to be available from the municipality for subsidies for development of affordable housing in the municipality, including any money specifically available for housing developed under the program, as approved by the governing body of the municipality at the time the plan is adopted.

A copy of the proposed FY 2018-19 Urban Land Bank Demonstration Program Plan ("Plan") is attached as "Exhibit A" to the resolution.

Before adopting the FY 2018-19 Plan, the City of Dallas must hold a public hearing on the proposed Plan. In accordance with the Act, the City of Dallas provided notice of the hearing to all City-certified Community Housing Development Organizations and to neighborhood associations identified by the City as serving the neighborhoods in which properties anticipated to be available for sale to the land bank are located.

As required by the Act, the City of Dallas made copies of the proposed Plan available to the taxing entities and to the public on November 5, 2018.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 28, 2004, City Council authorized: (1) the City of Dallas Urban Land Bank Demonstration Program and Program Statement; (2) Dallas Housing Acquisition and Development Corporation (DHADC) to (a) amend its Articles of Incorporation and Bylaws to allow DHADC to administer the City of Dallas Urban Land Bank Demonstration Program and (b) change the makeup of its Board of Directors; (3) the adoption of the Urban Land Bank Demonstration Program Plan; and (4) an Interlocal Cooperation Contract between the City of Dallas, Dallas County, Dallas Independent School District, Dallas County Hospital District, Dallas County School Equalization Fund, Dallas County Education District and Dallas County Community College District for the Urban Land Bank Demonstration Program by Resolution No. 04-0458.

The Economic Development and Housing Committee was briefed regarding the 2018-19 Urban Land Bank Demonstration Program Plan Annual Plan on December 3, 2018.

FISCAL INFORMATION

No cost consideration to the City.

January 9, 2019

WHEREAS, the City has an interest in preserving and increasing the tax base and creating affordable housing for low-income households to provide necessary decent, safe, and sanitary housing for such households; and

WHEREAS, on January 28, 2004, City Council authorized: (1) the City of Dallas Urban Land Bank Demonstration Program and Program Statement; (2) Dallas Housing Acquisition and Development Corporation (DHADC) to (a) amend its Articles of Incorporation and Bylaws to allow DHADC to administer the City of Dallas Urban Land Bank Demonstration Program and (b) change the makeup of its Board of Directors; (3) the adoption of the Urban Land Bank Demonstration Program Plan; and (4) an Interlocal Cooperation Contract between the City of Dallas, Dallas County, Dallas Independent School District, Dallas County Hospital District, Dallas County School Equalization Fund, Dallas County Education District and Dallas County Community College District for the Urban Land Bank Demonstration Program by Resolution No. 04-0458; and

WHEREAS, the City Council desires to operate an Urban Land Bank Demonstration Program during FY 2018-19, beginning October 1, 2018; and

WHEREAS, the Act requires that a municipality that has adopted an Urban Land Bank Demonstration Program hold a public hearing and adopt an Urban Land Bank Demonstration Program Plan annually; and

WHEREAS, a public hearing was held on this day, to receive public comment on the proposed FY 2018-19 Urban Land Bank Demonstration Program Plan, satisfying the requirements set forth in the Act.

Now, Therefore,

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

SECTION 1. That the FY 2018-19 Urban Land Bank Demonstration Program Plan attached as "Exhibit A" is hereby approved.

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

EXHIBIT A

Urban Land Bank Demonstration Program Plan Fiscal Year 2018-19



City of Dallas

**Department of Housing and Neighborhood Revitalization
1500 Marilla Street
Room 6DN
Dallas, Texas 75201**

January 9, 2019

OVERVIEW

The Urban Land Bank Demonstration Act (“Act”), codified in Texas Local Government Code Chapter 379C, as amended (“Code”), allows the governing body of a municipality to adopt an urban land bank demonstration program in which the officer charged with selling real property ordered sold pursuant to foreclosure of a tax lien may sell certain eligible real property by private sale for the public purpose of affordable housing development or other purposes outlined in the Act.

The governing body of a municipality that adopts an urban land bank demonstration program must adopt a plan annually. The plan must include the following:

1. a list of community housing development organizations eligible to participate in the right of first refusal provided by Texas Local Government Code Section 379C.011;
2. a list of the parcels of real property that may become eligible for sale to the land bank during the upcoming year;
3. the municipality’s plan for affordable housing development on those parcels of real property; and
4. the sources and amounts of funding anticipated to be available from the municipality for subsidies for development of affordable housing in the municipality, including any money specifically available for housing developed under the program, as approved by the governing body of the municipality at the time the plan is adopted.

The City of Dallas (the “City”) proposes to present, adopt, and implement a FY 2018-19 Urban Land Bank Demonstration Program Plan (“Plan”). Before adopting the FY 2018-19 Plan, the City will hold a public hearing on the proposed Plan. The City will provide notice of the hearing to all City-certified Community Housing Development Organizations (“CHDO”) and to neighborhood associations identified by the City as serving the neighborhoods in which properties anticipated to be available for sale under the Plan are located. The City will make copies of the proposed Plan available to the public not later than the 60th day before the date of the public hearing.

Following the adoption of the Plan, the Plan will be implemented and the annual performance reports on the Plan will be available through the Housing and Neighborhood Revitalization Department no later than November 1, 2019.

The performance report for the FY 2017-18 Urban Land Bank Demonstration Program Plan will be available no later than November 1, 2018.

FY 2018-19 URBAN LAND BANK DEMONSTRATION PROGRAM PLAN

Eligible Parcels of Property

The primary objective of the Urban Land Bank Demonstration Program (“Program”) is to acquire unproductive, vacant, and developable parcels of real property and parcels improved with abandoned, vacant, and uninhabitable structures for affordable housing or commercial development. The Dallas Housing Acquisition and Development Corporation (“DHADC”) is an instrumentality of the City and has been designated by the City to administer the Program and Plan on its behalf. The acquisition of these parcels will enable the DHADC to facilitate the development of new single-family homeownership units, multifamily rental units, and lease-purchase units on the parcels to house low- and moderate-income households and, on appropriate parcels, allow commercial development that will complement the City’s affordable housing strategy. A secondary purpose of the DHADC is to acquire unproductive, vacant parcels of real property zoned for residential use that are not appropriate for residential development due to their size or the presence of factors that would make development of a single-family home prohibitively expensive but, if sold to an eligible adjacent property owner who agrees to maintain the property in accordance with terms set forth by the DHADC, would stabilize the neighborhood in which the parcel is located.

For a parcel to be eligible for sale to the DHADC:

1. the market value of the property as specified in the judgment of foreclosure must be less than the total amount due under the judgment, including all taxes, penalties, and interest, plus the value of nontax liens held by a taxing unit and awarded by the judgment, court costs, and the cost of the sale;
2. the parcel of land must be not improved with a habitable building or buildings or an uninhabitable building or buildings that are occupied as a residence by an owner or tenant who is legally entitled to occupy the building or buildings; and
3. the parcel of land must have delinquent taxes on the property for a total of at least five years as reported by Dallas County.

A list of the eligible properties is attached as **Attachment C**. These properties may be available for sale to the DHADC beginning October 1, 2018. The DHADC anticipates that it will refer up to 25 properties per month for tax foreclosure. However, the annual number of referred parcels will not likely exceed 150 parcels due to funding constraints. Referring parcels on a monthly basis will help the DHADC implement a more strategic acquisition and disposition process and better monitor the parcel acquisition process.

The DHADC’s acquisition strategy for FY 2018-19 will prioritize:

1. acquiring eligible parcels zoned for residential use or suitable for residential use that are located in close geographic proximity to one another in order to reduce development costs related to the creation of affordable housing units and to most effectively strengthen neighborhoods;

2. to the extent that eligible parcels are available, acquiring parcels zoned for residential use or suitable for residential use that are located within the Emerging Market and Stabilization Reinvestment Strategy Areas (“RSAs”) adopted by the Dallas City Council as part of the Comprehensive Housing Policy (“Housing Policy”) on May 9, 2018 via Resolution 180704; and
3. acquiring eligible parcels zoned for residential or commercial use that are located near existing or planned mixed-income housing developments, City-owned land, or City-supported economic development projects that, if developed with affordable housing units or a commercial use, would support the City’s affordable housing strategy.

City of Dallas Comprehensive Housing Plan for Affordable Housing Development

Background

Dallas has a housing shortage of approximately 20,000 housing units. This shortage is driven by the cost of land and land development, labor and materials shortages, federal, state, and local constraints, as well as, the single-family rental market which prevents equilibrium in the homeownership market. This shortage is consistent with the overall national trend following the 2009 housing bust. While the housing market has seen a steady but slow recovery, job growth in the Dallas metro area attracted a population growth of about 2.9% that outpaced the growth in the supply of housing. Much of the single-family housing inventory converted to rental following the 2009 bust while 60% or more of the home sales in the three (3) years following were in the price range below \$249,999.00. In 2014, the housing market was in transition - the number of home sales priced under \$249,999.00 decreased to less than 40% of the market, and by 2017, nearly 58% of home sales were priced between \$300,000.00 and \$1 million. According to the Real Estate Center at Texas A&M University, while the volume of homes in Dallas only grew by 3.6%, the median sales price in Dallas grew by 9.1% in 2017. These market conditions have led to an increase in both rental rates and sales prices in the overall market and 6 out of 10 families in Dallas are housing cost burdened, meaning they spend more than 30% of their income on housing, due in part to wages not keeping pace with housing costs. Undoubtedly, families at lower income bands are more financially strained by these market conditions.

On March 12, 2017, the Dallas City Council Housing Committee established three goals for the development of a comprehensive strategy for housing: 1) create and maintain available and affordable housing throughout Dallas, 2) promote greater fair housing choices, and 3) overcome patterns of segregation and concentrations of poverty through incentives and requirements.

In August 2017, the City of Dallas engaged The Reinvestment Fund to conduct a Market Value Analysis (“MVA”), an analytical tool used to assess the residential real estate market throughout the entire City to determine, with granular detail, where market strength, transition, and stress exists.

Comprehensive Housing Policy Goals

On May 9, 2018, the Dallas City Council adopted a Comprehensive Housing Policy that sets annual production goals of 3,733 for homeownership units and 2,933 for rental units while still maintaining the 3-year historic average ratio of homeownership and rental percentages. Beyond unit production, the Comprehensive Housing Policy supports creating increased availability of housing for people at incomes ranging from 30% - 120% of the Department of Housing and Urban Development ("HUD") Area Median Income ("AMI"), by incentivizing homeownership developments for families at 60% or higher AMI and rental developments that include rent restricted units for families at the full range of 30% - 120% of AMI.

The Comprehensive Housing Policy highlights the DHADC and Program as a strategy that will help support the goals of the Comprehensive Housing Policy.

How the Goals of the Urban Land Bank Demonstration Program Align with the Comprehensive Housing Policy

The goals of the Program align with the Comprehensive Housing Policy as follows:

1. The Program's goals related to a for-sale housing product align with the Comprehensive Housing Policy's annual production goals of 3,733 homeownership units serving households between 60% and 120% AMI. Pursuant to the Code, the DHADC shall impose deed restrictions on each property sold to developers requiring the development and sale, rental, or lease-purchase of the property to low income households. Each property sold during any given fiscal year to a developer to be developed for future sale must be deed restricted for sale to low income households. The Code requires that at least 25% of the DHADC's properties must be deed restricted for sale to households with gross household incomes not greater than 60% AMI and that not more than 30% of the DHADC's properties may be deed restricted for sale to households with gross household incomes greater than 80% AMI;
2. The Program's goals related to a rental housing product align with the Housing Policy's annual production goals of 2,933 rental units serving households between 30% and 120% AMI. Pursuant to the Code, properties that are sold for the development of rental housing must be deed restricted to serve households earning no more than 60% AMI;
3. The Program's method of strategically acquiring unproductive parcels of land and returning them to productive use aligns with the Comprehensive Housing Policy's focus on preparing weaker real estate markets for investment; and
4. The Program's prioritization of the sale of parcels to City-certified CHDO's aligns with the Comprehensive Housing Policy's recognition that City-certified CHDO's play an important role in the creation and preservation of affordable housing. The

Housing Policy also supports creation of affordable housing by CHDO's through low- or no-interest gap financing.

Sale of Property to a Qualified Participating Developer

Pursuant to the Code, only "qualified participating developers" ("Qualified Participating Developers") may participate in the Program and purchase parcels from the DHADC, subject only to statutory exceptions related to sale of parcels for commercial development and to eligible adjacent property owners. In order to be designated as a Qualified Participating Developer under Section 379C.005 of the Code, a developer must: (1) have built one or more housing units within the three-year period preceding the submission of a proposal to the land bank seeking to acquire real property from the land bank; (2) have a development plan approved by the municipality for the land bank property; and (3) meet any other requirements adopted by the municipality in the urban land bank demonstration plan. The City requires that the Qualified Participating Developer be able to develop the acquired properties within a three-year period. The DHADC will publish an application and update such application from time to time that will provide guidance to Qualified Participating Developers regarding the City's & DHADC's priorities and its criteria for evaluating development proposals.

Right of First Refusal to Qualified Organizations

An organization that meets the definition of a Community Housing Development Organization, under 24 CFR 92.2 and is certified by the City as such may be a "qualified organization" ("Qualified Organization") under Section 379C.011 of the Code. Only Qualified Organizations may engage in the "right of first refusal" for the Program.

A list of the CHDOs, who may exercise the "right of first refusal" is attached as **Attachment A**. Attachment A may be amended from time to time as organizations obtain or lose certification. In order to exercise the "right of first refusal" the CHDO must also:

1. Contain within its designated geographical boundaries of operation, as set forth in its application for certification filed with and approved by the City, a portion of the property that the DHADC is offering for sale,
2. Have built at least three single-family homes or duplexes or one multifamily residential dwelling of four or more units in compliance with all applicable building codes within the preceding two-year period of the date the property becomes available for purchase through the DHADC and within the organization's designated geographical boundaries of operation, and
3. Have built or rehabilitated housing units (within the preceding two-year period) within a one-half mile radius of the offered parcel.

Pursuant to Section 379C.011 of the Code:

1. The DHADC will provide written notice to Qualified Organizations each time it acquires a parcel. The DHADC will list the date of conveyance of the parcel to the DHADC, notify the Qualified Organization that it may exercise its “right of first refusal” within six (6) months from the date of the deed of conveyance of the property to the DHADC, and will request that the Qualified Organization respond to the notice within thirty (30) days of receipt stating whether it intends or declines to exercise its right of first refusal;
2. During this six-month period, the DHADC will not sell the property to a Qualified Participating Developer other than a Qualified Organization unless all Qualified Organizations eligible to exercise the right of first refusal for the parcel notify the DHADC that they are declining to exercise their right of first refusal;
3. After the period for the right of first refusal expires, the DHADC may sell the parcel to any other Qualified Participating Developer at the same price that the DHADC offered the property to the Qualified Organization;
4. At the discretion of the DHADC and consistent with the City approved development plan, the subject parcel may be held for up to twelve (12) additional months by the DHADC once an offer has been received and accepted from a Qualified Organization or Qualified Participating Developer; and
5. If more than one Qualified Organization expresses an interest in exercising its right of first refusal, the Qualified Organization that has designated the most geographically compact area encompassing a portion of the property shall be given priority.

The DHADC will not give a right of first refusal for the purchase of any parcel that reverted to the DHADC pursuant to the Code. Additionally, the right of first refusal applies only to properties acquired under the Code for the Program. There is no right of first refusal for properties acquired by the DHADC via other programs or acquisition strategies.

Sale of Land Bank Property to an Eligible Adjacent Property Owner

Notwithstanding any other right of first refusal granted under the Code, if the DHADC determines that a property acquired by the DHADC is not appropriate for residential development, the DHADC first shall offer the property for sale to an eligible adjacent property owner for the lower of either (1) the fair market value of the property as determined by the appraisal district in which the property is located or (2) the sales price recorded in the annual plan. For FY 2018-19, if the DHADC determines that a property owned by the DHADC is not appropriate for residential development, the DHADC may sell the property to an eligible adjacent property owner for a maximum price of \$1,000.00, provided that the eligible adjacent property owner: (1) owns a parcel of real property located immediately adjacent to the parcel owned by the DHADC, (2) maintains a valid

homestead exemption on the parcel located immediately adjacent to the parcel owned by the DHADC, (3) does not owe any delinquent property taxes on any land located within the City of Dallas and is not indebted to the City or is delinquent in any payment owed to the City under a contract or other legal obligation, (4) has not been issued a notice of violation or citation for a violation of a health and safety ordinance within the past three years and (5) agrees to maintain the parcel in compliance with all federal, state and local laws and regulations for a period of three years subject to a right of reverter.

An adjacent property owner that purchases a parcel of real property under this section may not lease, sell, or transfer that property to another person before the third anniversary of the date the adjacent property owner purchased that property from the DHADC, unless the DHADC adopts a policy permitting the transfer of the property to a family member of the eligible adjacent property owner or the transfer occurs as a result of the death of the eligible adjacent property owner.

Sale of Property for Commercial Use

The DHADC may also acquire and sell parcels of land intended for commercial use to any developer, regardless of whether the developer is considered a Qualified Participating Developer pursuant to the Code. In order to purchase a parcel intended for commercial use, a developer must: (1) have a development plan approved by the City for the property; and (2) demonstrate ability to develop, within a three-year period, the proposed property to be acquired. The DHADC will publish an application, and update such application from time to time, to evaluate whether a developer meets the foregoing criteria.

Sales Prices for Land Bank Parcels

Except for parcels sold to eligible adjacent property owners, for FY 2018-19, properties will be initially offered at fair market value ("FMV"), as determined by a comparative market analysis. A discount will be available if project underwriting indicates that the discount is needed to ensure the viable sale to an income-qualified buyer.

Deed Restrictions and Right of Reverter for Land Bank Parcels

The DHADC will impose deed restrictions (also called "restrictive covenants") on all parcels its sells.

1. *Properties to be developed for sale by Qualified Participating Developers:* the DHADC will impose deed restrictions to require the development and sale of the parcel to low-income households in accordance with the Code. Furthermore, once sold, the property must be occupied by a low-income household for a period of at least five (5) years. The Code requires that at least 25% of the properties must be deed restricted for sale to households with gross household incomes not greater than 60% AMI and that not more than 30% of the properties may be deed

restricted for sale to households with gross household incomes greater than 80% AMI.

2. *Properties to be developed for rental housing by Qualified Participating Developers:* the DHADC will require the development and rental of the property to low-income households in accordance with the Code for a period of not less than fifteen (15) years. The Qualified Participating Developer will be required to: (a) lease 100% of the rental units to households with incomes not greater than 60% of AMI, based on gross household income, adjusted for family size for the Dallas Area Metropolitan Statistical Area as determined annually by HUD, (b) lease 40% percent of the total rental units to households earning no more than 50% of AMI, (c) lease 20% percent of the total rental units to households earning no more than 30% of AMI, (d) file an annual occupancy report with the City on a form provided by the City, and (e) impose deed restrictions that prohibit the exclusion of any individual or family from the development based solely on the participation of the individual or family in the housing choice voucher program under Section 8, United States Housing Act of 1937 (42 U.S.C. Section 1437f), as amended.
3. *Properties to be developed for commercial purposes:* the DHADC will require that the parcel be developed and maintained in accordance with the development plan for a minimum of 15 years.
4. *Properties to be sold to eligible adjacent property owners:* the DHADC will require that the eligible adjacent property owner maintain the property in accordance with all federal, state and local regulations for three (3) consecutive years. Furthermore, the eligible adjacent property owner will be prohibited from leasing, selling, or transferring the parcel to another person before the third anniversary of the date the adjacent property owner purchased the parcel from the DHADC, unless the DHADC adopts a policy permitting the transfer of the property to a family member of the eligible adjacent property owner or the transfer occurs as a result of the death of the eligible adjacent property owner.

All DHADC properties will be conveyed with a right of reverter so that if the Qualified Participating Developer (residential development) or developer (commercial development) does not apply for a construction permit within eighteen (18) months from recording the Deed without Warranty and close on any construction financing within the three-year period following the date of the conveyance of the property from the DHADC to the Qualified Participating Developer/developer, the property will revert to the DHADC for subsequent resale to another Qualified Participating Developer/developer or conveyance to the taxing entities who were parties to the judgment for disposition as otherwise allowed under the law.

Reversion of Unsold Land Bank Properties

If a property is not sold within four (4) years to a Qualified Organization or a Qualified Participating Developer, the property will be transferred from the DHADC to the taxing

entities who were parties to the judgment for disposition as otherwise allowed under the law. A property may be transferred to the taxing entities before completion of the four-year period if the DHADC determines that the property is not appropriate for residential or commercial development. The DHADC may also sell property to a political subdivision or a nonprofit organization before completion of the four-year period in accordance with Sections 379C.0106 and 379C.009 of the Local Government Code.

Parcel Exchange and Parcel Swap

The DHADC may permit a Qualified Participating Developer or developer (collectively “Developer”) to exchange a property purchased from the DHADC with any other property owned by the Developer, if the Developer: (1) agrees to construct on the other property affordable housing for low-income households as provided in this Plan and state law, and (2) the other property is located in a planned development incorporating the property originally purchased from the DHADC or another location as approved by the DHADC. The DHADC shall adjust the deed restrictions for each of the properties exchanged by the Developer under this section in a manner consistent with the Code.

The DHADC may sell two adjacent properties that are owned by the DHADC to a Qualified Participating Developer if at least one of the properties is appropriate for residential development and the Developer agrees to replat the two adjacent properties as one property that is appropriate for residential development.

The DHADC may also allow a Developer to swap a parcel previously purchased from the DHADC with a new parcel purchased from the DHADC if the DHADC determines, in its sole discretion, that: (1) the Developer timely made the request, and (2) the cost to develop affordable housing or a commercial use on the previously-purchased parcel is prohibitively expensive. In such instances, the Developer must submit a proposal for the new parcel in accordance with the application process. If the Developer is awarded the new parcel, the DHADC will refund any difference in the purchase price between the old parcel and the new parcel. Likewise, if the new parcel has a purchase price higher than the old parcel, the Developer must pay the differential in the purchase prices between the old and new parcels.

Supportive Funding

Attachment B reflects the sources and amounts for funding anticipated to be available from the City for subsidies for development of affordable housing in the City of Dallas, including money specifically available for housing developed under this Program, as approved by the City Council of the City of Dallas at the time of adoption of this Plan.

ATTACHMENT A

Community Housing Development Organizations

CHDO	GEOGRAPHIC BOUNDARIES	DATE CERTIFIED
Builders of Hope CDC 7920 Elmbrook Drive, Suite 103 Dallas, Texas 75247 Office (214) 920-9850 Fax (214) 630-5155 James Armstrong III, President & CEO	West Dallas - Sylvan Avenue on the East; Trinity River on the North; IH-30 on the South; Loop 12 (Walton Walker Blvd.) on the West	<i>Contact the Department of Housing and Neighborhood Revitalization for certification date.</i>
City Wide Community Development Corp. 3730 S. Lancaster Rd., Suite 110 Dallas, Texas 75216 Office (214) 371-0888 Fax (214) 371-0887 Sherman Roberts, President	City-wide	<i>Contact the Department of Housing and Neighborhood Revitalization for certification date.</i>
East Dallas Community Organization 4210 Junius St., Suite 5 th Floor Dallas, Texas 75246 Office (214) 515-9779 Fax (214) 826-1966 Gerald Carlton, Chief Operating Officer	City-wide	<i>Contact the Department of Housing and Neighborhood Revitalization for certification date.</i>
South Dallas/Fair Park Innercity Community Development Corporation 4907 Spring Ave. Dallas, Texas 75210 Office (214) 915-9900 Fax (214) 915-9909 Diane Ragsdale, Managing Director	South Dallas/Fair Park including Zip Codes 75210 & 75215 and Census Tracts 27.01, 27.02, 28, 29, 35, 36, 37, 38, 39.01 & 39.02	<i>Contact the Department of Housing and Neighborhood Revitalization for certification date.</i>
SouthFair Community Development Corporation 2610 Martin Luther King Blvd. Dallas, Texas 75215 Office (214) 421-1363 Fax (214) 421-1364 Annie Jones Evans, Executive Director	Martin Luther King Jr. Blvd. on the South; Good-Latimer on the West; Dart Green Line on the North; Robert B. Cullum Blvd. on the East	<i>Contact the Department of Housing and Neighborhood Revitalization for certification date.</i>

ATTACHMENT B
Anticipated FY 2018-19 Sources and Amounts of Funding
for the Development of Affordable Housing

DALLAS HOME BUYER ASSISTANCE PROGRAM (DHAP)

FY 2014-15	\$2,100,000
FY 2015-16	\$2,100,000
FY 2016-17	\$2,100,000
FY 2017-18	\$642,129
FY 2018-19	\$767,129

The Dallas Homebuyer Assistance Program assists homebuyers with a total household income of no less than 60% percent of Area Median Family Income, but not to exceed 120% of the Area Median Income, adjusted for household size, at the time of application to the program to purchase a home within the city limits of Dallas. The amount of assistance includes the following activities: principle reduction, down payment and closing costs assistance that will be based on need. The HOME maximum sales price may not exceed \$212,000 for existing properties and \$241,000 for new construction. For more information, contact the Department of Housing and Neighborhood Revitalization at 214-670-5988.

HOUSING DEVELOPMENT ASSISTANCE

Community Housing Development Organization Set-Aside Program (HOME)

FY 2014-15	\$1,000,000
FY 2015-16	\$1,000,000
FY 2016-17	\$1,000,000
FY 2017-18	\$700,000
FY 2018-19	\$885,000

A CHDO (pronounced cho'doe) is a private nonprofit, community-based service organization that has significant capacity and whose primary purpose is to develop affordable housing for the community it serves. Certified CHDOs receive special designation from the City of Dallas (City). The HOME Investment Partnership (HOME) Program definition of a CHDO is found at 24 CFR Part 92.2. HUD requires that 15% of the City's HOME allocation each year be made available to CHDOs for the development of affordable homebuyer or rental housing. The City provides various forms of financing as grants and loans, including construction subsidy, gap financing, predevelopment assistance and operating assistance. For more information, contact the Department of Housing and Neighborhood Revitalization at 214-670-5988.

New Construction and Substantial Rehabilitation Program

FY 2014-15	\$1,977,078
FY 2015-16	\$1,348,807
FY 2016-17	\$2,488,780
FY 2017-18	\$3,605,570
FY 2018-19	\$25,000,000 (2018 NOFA, estimate amount)

The Department of Housing and Neighborhood Revitalization (H&NR) provides various forms of funding to non-profit and for-profit developers. The primary purpose of H&NR's funding is to provide gap financing in the form of a repayable loan to support new developments or substantial rehabilitation of existing developments located within the City limits, with such funding prioritized in the Reinvestment Strategy Areas, as outlined in the City's Comprehensive Housing Policy and the Program Statement for the New Construction and Substantial Rehabilitation Program. Projects must assist the City in meeting the production goals set forth in the policy by proposing to serve households earning between 30%-120% of the Dallas Area Median Income (AMI) with the targeted income bands varying according to the market and development type.

For more information, contact the Department of Housing and Neighborhood Revitalization at 214-670-5988.

Dallas Housing Finance Corporation Multifamily Program

On April 25, 1984, the City Council approved creation of the DHFC, a public instrumentality and nonprofit corporation, and adopted the Articles of Incorporation. The purpose of the DHFC was to issue revenue bonds on behalf of the City for the purpose of providing funds to finance multifamily developments and mortgage loans for the purchase of single family homes that serve low to moderate income households. On March 28, 1990, the DHFC bylaws were amended to expand the eligible loan area to citywide for the single-family mortgage program. In February 2007, the DHFC bylaws were amended to allow the DHFC to purchase, lease, hold title to, and take an ownership interest in a residential development subject to City Council approval.

Funding subject to availability. For more information, contact the Department of Housing and Neighborhood Revitalization at 214-670-5988.

ATTACHMENT C **List of Properties Eligible for Sale to the Land Bank in FY 2018-2019** **(by Zip Code)**

Residential

75203		75215		75216	
1302	BLISS ST	1307	PEABODY AVE	3806	VANDERVORT DR
509	TAMA ST	1220	COLEMAN AVE	7727	BROWNSVILLE AVE
615	S CORINTH ST RD	1216	COLEMAN AVE	7808	BROWNSVILLE AVE
1415	FAYETTE ST	3509	PONDROM ST	4536	BURMA RD
319	DU BOIS AVE	2409	WARREN AVE	4540	BURMA RD
403	ALBRIGHT ST	2413	WARREN AVE	4628	BURMA RD
418	BOBBIE ST	3504	COLONIAL AVE	4740	BURMA RD
2012	CANYON ST	3502	EDGEWOOD ST	4816	ZEALAND ST
415	PECAN DR	3522	PACKARD ST	4724	FELLOWS LN
416	PECAN DR	3514	WENDELKIN ST	4812	FELLOWS LN
421	SPARKS ST	3510	WENDELKIN ST	4816	FELLOWS LN
1521	DOYLE AVE	2400	BIRMINGHAM AVE	7904	HULL AVE
1502	DOYLE AVE	2408	BIRMINGHAM AVE	7912	HULL AVE
1731	AVE B	2401	BIRMINGHAM AVE	7944	IVORY LN
539	CRETE ST	2521	LENWAY ST	4748	NOME ST
508	FAULK ST	2501	LENWAY ST	4832	NOME ST
1619	SICILY ST	3516	BOOKER ST	4611	STOKES ST
351	AVE F	3515	BOOKER ST	4743	STOKES ST
323	AVE G	2818	BURGER AVE	4704	STOKES ST
419	AVE H	2838	DATHE ST	7932	TROJAN ST
403	AVE J	3521	LATIMER ST	7936	TROJAN ST
402	AVE J	2603	TANNER ST	2831	ALABAMA AVE
410	AVE L	3500	LATIMER ST	2847	ALABAMA AVE
315	BONNIE VIEW RD	3504	LATIMER ST	2923	ALABAMA AVE
327	BONNIE VIEW RD	3826	HOLMES ST	3014	ALABAMA AVE
345	BONNIE VIEW RD	3830	HOLMES ST	3051	RAMSEY AVE
339	AVE E	3820	COLONIAL AVE	2938	ARIZONA AVE
355	AVE E	3818	SPENCE ST	3047	ARIZONA AVE
611	S CORINTH ST RD	3819	SPENCE ST	2938	MICHIGAN AVE
618	S CORINTH ST RD	3830	COLONIAL AVE	3055	MICHIGAN AVE
1506	CLAUDE ST	3636	WENDELKIN ST	2931	ALASKA AVE
834	LAMBERT ST	3722	WENDELKIN ST	2914	ALASKA AVE
2117	AREBA ST	2225	DATHE ST	2818	S MARSALIS AVE
2119	AREBA ST	2411	DATHE ST	2830	S MARSALIS AVE
2031	DUDLEY ST	2234	JORDAN ST	2935	S MARSALIS AVE
910	HUTCHINS RD	2225	JORDAN ST	2907	S DENLEY DR
607	AVE G	2235	JORDAN ST	3001	FERNWOOD AVE
2206	MOUSER ST	2240	METROPOLITAN AVE	2433	STOVALL DR
800	PONTIAC AVE	3717	S CENTRAL EXPY	2403	SKYLARK DR
1615	E WOODIN BLVD	3713	S CENTRAL EXPY	2941	EAGLE DR

75203

2536 CEDAR CREST BLVD
 1307 DALVIEW AVE
 1319 DALVIEW AVE
 1435 DALVIEW AVE

75210

3521 SIDNEY ST
 4426 HAMILTON AVE
 4301 METROPOLITAN AVE
 4507 METROPOLITAN AVE
 4602 METROPOLITAN AVE
 4214 JAMAICA ST
 4352 JAMAICA ST
 4426 JAMAICA ST
 4303 FRANK ST
 4504 FRANK ST
 4510 FRANK ST
 4810 BALDWIN ST
 4819 BALDWIN ST
 4855 BALDWIN ST
 4606 CANAL ST
 2818 CARTER ST
 2813 TROY ST
 4216 CANAL ST
 4322 CANAL ST
 2628 LAGOW ST
 4304 SPRING AVE
 4237 SPRING AVE
 4302 ROBERT L PARISH SR
 4306 ROBERT L PARISH SR
 4310 ROBERT L PARISH SR
 3909 HAMILTON AVE
 4117 HAMILTON AVE
 3608 S FITZHUGH AVE
 3512 HAMILTON AVE
 3523 HAMILTON AVE
 3521 METROPOLITAN AVE
 3905 METROPOLITAN AVE
 4006 METROPOLITAN AVE
 3533 PENELOPE ST
 3614 PENELOPE ST
 3719 PENELOPE ST
 3819 PENELOPE ST
 3510 FRANK ST
 3610 FRANK ST
 3710 FRANK ST
 3714 FRANK ST
 4117 FRANK ST
 4007 CANAL ST
 2710 CROSS ST

75215

3711 S CENTRAL EXPY
 2526 ROMINE AVE
 2530 ROMINE AVE
 2602 EUGENE ST
 3819 KYNARD ST
 2638 LOBDELL ST
 2539 PINE ST
 2616 PINE ST
 2643 PINE ST
 3714 DILDOCK ST
 3824 MYRTLE ST
 3922 COOLIDGE ST
 3906 COOLIDGE ST
 3142 MCDERMOTT AVE
 3115 MCDERMOTT AVE
 3318 RUTLEDGE ST
 3327 RUTLEDGE ST
 3310 SPRING AVE
 3304 SPRING AVE
 3218 PINE ST
 3235 PINE ST
 3335 PINE ST
 2235 EUGENE ST
 2228 EUGENE ST
 2226 EUGENE ST
 2306 EUGENE ST
 2327 PINE ST
 2307 POPLAR ST
 4019 COLONIAL AVE
 1600 PINE ST
 1609 PINE ST
 1605 PINE ST
 1603 PINE ST
 2414 FELTON CT
 2218 GREER ST
 2226 GREER ST
 4215 LELAND AVE
 1635 BANNOCK AVE
 1715 BANNOCK AVE
 4318 COLONIAL AVE
 4317 COLONIAL AVE
 4522 COLONIAL AVE
 1610 MARBURG ST
 1637 PEAR ST
 1600 STONEMAN ST
 1736 STONEMAN ST
 1728 STONEMAN ST
 1724 STONEMAN ST
 4507 LELAND AVE

75216

2927 EAGLE DR
 2727 PROSPERITY AVE
 2771 PROSPERITY AVE
 2931 PROSPERITY AVE
 2875 E OVERTON RD
 2855 E OVERTON RD
 2815 E OVERTON RD
 2803 E OVERTON RD
 3304 FORDHAM RD
 4404 HUMPHREY DR
 3122 MALLORY DR
 3818 LE FORGE AVE
 4611 CHERBOURG ST
 4643 CHERBOURG ST
 4612 CHERBOURG ST
 4519 CORREGIDOR ST
 4520 CORREGIDOR ST
 4603 CORREGIDOR ST
 4607 CORREGIDOR ST
 4631 CORREGIDOR ST
 4643 CORREGIDOR ST
 4647 CORREGIDOR ST
 4604 CORREGIDOR ST
 4628 CORREGIDOR ST
 4531 LUZON ST
 4535 LUZON ST
 4540 LUZON ST
 4639 LUZON ST
 4543 SOLAR LN
 4510 SOLAR LN
 4534 SOLAR LN
 4544 YANCY ST
 8339 YUKON CIR
 3328 ARIZONA AVE
 3302 MICHIGAN AVE
 1406 OAKLEY AVE
 3225 FERNWOOD AVE
 1306 E KIRST BLVD
 1426 E OVERTON RD
 1306 HUDSPETH AVE
 1242 MARFA AVE
 1618 E OVERTON RD
 1527 HUDSPETH AVE
 1531 MARFA AVE
 1530 MARFA AVE
 1905 LEACREST DR
 1910 LEACREST DR
 1722 MARFA AVE
 3708 OPAL AVE

75210

3807 COPELAND AVE
 3709 MARSHALL ST
 3714 PINE ST
 3723 PINE ST
 4029 SONNY CIR
 4003 MONTIE ST
 1702 J B JACKSON JR BLVD
 1921 J B JACKSON JR BLVD
 3306 HAMILTON AVE
 4226 1ST AVE
 4216 1ST AVE
 4225 1ST AVE
 3603 BERTRAND AVE
 3618 YORK ST
 3615 YORK ST
 3627 YORK ST
 3703 YORK ST
 3701 YORK ST
 3707 YORK ST
 3515 ELSIE FAYE HEGGINS ST
 3622 ELSIE FAYE HEGGINS ST
 3814 ELSIE FAYE HEGGINS ST
 3926 ELSIE FAYE HEGGINS ST
 3525 KENILWORTH ST
 3703 KENILWORTH ST
 3534 SIDNEY ST
 3711 SIDNEY ST
 3614 CAUTHORN DR
 3706 REESE DR
 3718 CAUTHORN DR
 3706 CAUTHORN DR
 3621 HANCOCK ST
 3617 HANCOCK ST
 3625 HANCOCK ST
 3711 HANCOCK ST
 3926 HANCOCK ST
 3910 HANCOCK ST
 3906 HANCOCK ST
 3601 HANCOCK ST
 3907 AGNES ST
 4002 AGNES ST
 5104 AUDREY ST
 5011 BOURQUIN ST
 5104 BOURQUIN ST
 3806 DE MAGGIO AVE
 3804 DE MAGGIO AVE
 5424 BOURQUIN ST
 5309 AUDREY ST
 5301 AUDREY ST

75215

2319 SOUTHLAND ST
 2503 CARPENTER AVE
 2514 EXLINE ST
 2510 EXLINE ST
 2540 EXLINE ST
 2534 EXLINE ST
 2535 EXLINE ST
 2622 MARBURG ST
 2515 SOUTHLAND ST
 2535 SOUTHLAND ST
 2647 SOUTHLAND ST
 2639 SOUTHLAND ST
 2623 SOUTHLAND ST
 2607 SOUTHLAND ST
 2735 EXLINE ST
 2721 CARPENTER AVE
 2715 CARPENTER AVE
 2819 CARPENTER AVE
 2701 MARBURG ST
 2723 MARBURG ST
 2731 MARBURG ST
 2735 MARBURG ST
 2830 MARBURG ST
 2821 MARBURG ST
 2827 MARBURG ST
 2843 MARBURG ST
 2835 REED LN
 2815 REED LN
 2923 REED LN
 2919 REED LN
 3022 REED LN
 3018 REED LN
 3014 REED LN
 3003 REED LN
 2722 SOUTHLAND ST
 2731 SOUTHLAND ST
 3103 BERTRAND AVE
 3227 BERTRAND AVE
 3206 CARPENTER AVE
 3303 CARPENTER AVE
 4311 ELECTRA ST
 4606 MEADOW ST
 3228 REED LN
 3206 REED LN
 3311 REED LN
 4631 SPRING GARDEN RD
 4603 SPRING GARDEN RD
 4635 VERDUN AVE
 1638 HERALD ST

75216

2000 LEACREST DR
 2307 E OVERTON RD
 2203 HUDSPETH AVE
 4019 BIGLOW ST
 2642 MARFA AVE
 2546 HUDSPETH AVE
 4103 S MARSALIS AVE
 3921 MARYLAND AVE
 4216 MARYLAND AVE
 3915 IDAHO AVE
 1610 MENTOR AVE
 2327 EXETER DR
 2235 WILHURT AVE
 4161 BALL ST
 4207 BIGLOW ST
 2202 CUSTER DR
 4114 EASTER AVE
 4218 EASTER AVE
 4247 GLADEWATER RD
 4327 GLADEWATER RD
 4214 OPAL AVE
 2743 EXETER DR
 2503 CUSTER DR
 2746 E ANN ARBOR AVE
 2756 E ANN ARBOR AVE
 2520 E ANN ARBOR AVE
 2824 SEATON DR
 1422 OWECA AVE
 1426 OWECA AVE
 4914 BURNSIDE AVE
 4914 KILDARE AVE
 2436 52ND ST
 2506 51ST ST
 4512 GARRISON ST
 4713 GARRISON ST
 2837 KILBURN AVE
 2642 KILBURN AVE
 2747 MARJORIE AVE
 3231 DAHLIA DR
 3234 DAHLIA DR
 3421 E LEDBETTER DR

75217

6283 DENHAM CIR
 8123 WES HODGES RD
 8111 WES HODGES RD
 8103 WES HODGES RD
 8123 FAIRPORT RD
 11001 HARVEST RD
 1612 CONNER DR

75211

6241 SPORTSMANS PKWY
6231 SPORTSMANS PKWY
6221 SPORTSMANS PKWY
6211 SPORTSMANS PKWY
6181 SPORTSMANS CT
6171 SPORTSMANS CT
6165 SPORTSMANS CT
6155 SPORTSMANS PKWY
6151 SPORTSMANS PKWY
6145 SPORTSMANS PKWY
6141 SPORTSMANS PKWY
6135 SPORTSMANS PKWY
6131 SPORTSMANS PKWY
6125 SPORTSMANS PKWY
6121 SPORTSMANS PKWY
6115 SPORTSMANS PKWY
6111 SPORTSMANS PKWY
6105 SPORTSMANS PKWY
6106 WIN ONLY CIR
6110 WIN ONLY CIR
6116 WIN ONLY CIR
6130 WIN ONLY CIR
6136 WIN ONLY CIR
6140 WIN ONLY CIR
6146 WIN ONLY CIR
6150 WIN ONLY CIR
6156 WIN ONLY CIR
6160 WIN ONLY CIR
6164 WIN ONLY CIR
6170 WIN ONLY CIR
802 N TILLERY ST
1018 N MOROCCO AVE
214 N FRANCES ST
102 S DWIGHT AVE
107 S TILLERY ST
3301 BARNARD BLVD
1223 PARLAY CIR
1219 PARLAY CIR
1215 PARLAY CIR
1211 PARLAY CIR
6171 WIN ONLY CIR
6165 WIN ONLY CIR
6161 WIN ONLY CIR
6131 WIN ONLY CIR
6115 WIN ONLY CIR
6105 WIN ONLY CIR

75212

3919 FUREY ST

75215

1621 HERALD ST
2254 GARDEN DR
2231 GARDEN DR
4926 S HARWOOD ST
4918 LELAND AVE
2327 LAWRENCE ST
4934 CROZIER ST
2402 GARDEN DR
2404 GARDEN DR
2418 HARDING ST
2446 LAWRENCE ST
2434 LAWRENCE ST
2426 LAWRENCE ST
2503 LAWRENCE ST
2628 LAWRENCE ST
2618 MARDER ST
2522 STEPHENSON ST
2731 COUNCIL ST
2729 COUNCIL ST
5027 ECHO AVE
2726 MAURINE F BAILEY WAY
2710 MAURINE F BAILEY WAY
2723 MAURINE F BAILEY WAY
2706 LAWRENCE ST
2719 LAWRENCE ST
2711 LAWRENCE ST
2802 MARDER ST
2819 MARDER ST
2844 OAKDALE ST
2829 OAKDALE ST
5307 S MALCOLM X BLVD
3227 GARDEN LN
3301 GARDEN LN
2246 HOOPER ST
2246 HARDING ST
2227 HARDING ST
2311 HARDING ST
2327 HARDING ST
2343 HARDING ST
2310 MACON ST
2629 ANDERSON ST
2710 ANDERSON ST
2515 GHENT ST
2634 GHENT ST
2621 GHENT ST
2518 MACON ST
2731 MACON ST
2711 MACON ST
2622 STARKS AVE

75217

10019 MUSKOGEE DR
2042 LEROY RD
10614 CHECOTA DR
8621 ODOM DR
540 PLEASANT VISTA DR
1002 N PRAIRIE CREEK RD
9426 PARAMOUNT AVE
718 UARDA DR
8730 DUNLAP DR
8724 QUINN ST
1032 HOLCOMB RD
1227 HILLBURN DR
942 GARDENVIEW DR
7610 HAZEL RD
1110 WHITLEY DR
940 HILLBURN DR
7922 ROSEMONT RD
557 PALMETTO DR
515 WOODMONT DR
647 WOODMONT DR
638 ELLA AVE
738 ELLA AVE
734 HELENA AVE
634 BETHPAGE AVE
714 BETHPAGE AVE
707 BETHPAGE AVE
610 ELWAYNE AVE
631 ELWAYNE AVE
770 ELWAYNE AVE
754 EZEKIAL AVE
750 EZEKIAL AVE
747 EZEKIAL AVE
660 JONELLE AVE
648 JONELLE AVE
703 JONELLE AVE
563 RAYENELL AVE
650 RAYENELL AVE
643 RAYENELL AVE
766 RAYENELL AVE
606 PEMBERTON HILL RD
307 N JIM MILLER RD
7950 OLUSTA DR
9557 RYLIE CREST DR
800 OSLO LN
134 PLEASANT MEADOWS
204 PLEASANT MEADOWS
10404 GROVE OAKS BLVD
728 HAYMARKET RD
9643 CROWNFIELD LN

75212

4853 MORRIS ST
 2410 TALLYHO LN
 2403 TALLYHO LN
 2407 TALLYHO LN
 2411 TALLYHO LN
 2430 FINKLEA ST
 4934 MEXICANA RD
 4142 ODESSA ST
 4010 INGERSOLL ST
 4033 HAMMERLY DR
 4013 HAMMERLY DR
 3902 SCHOFIELD DR
 4130 WEISENBERGER DR
 4425 CANADA DR
 4433 CANADA DR
 4443 CANADA DR
 4447 CANADA DR
 3439 BERNAL DR
 3511 CANADA DR
 4002 FUREY ST
 4015 FUREY ST
 4002 SOLOMAN DR
 4102 SOLOMAN DR
 3721 VINEYARD DR
 3826 VINEYARD DR
 3906 VINEYARD DR
 3922 DELHI ST
 1930 BICKERS ST
 1910 BICKERS ST
 3634 DARIEN ST
 1722 HOMELAND ST
 3612 PALACIOS AVE
 3618 MCBROOM ST
 3615 MCBROOM ST
 3606 MORRIS ST
 1954 DENNISON ST
 1822 DENNISON ST
 1912 MORRIS ST
 1920 MORRIS ST
 1901 MORRIS ST
 1940 SHAW ST
 3502 VILBIG RD
 3408 HAMMERLY DR
 3122 WEISENBERGER DR
 3525 PUEBLO ST
 3521 PUEBLO ST
 3548 TORONTO ST
 3519 TORONTO ST
 3619 TORONTO ST

75215

2635 STARKS AVE
 2814 BRIGHAM LN
 2711 STEPHENSON ST
 2221 ANDERSON ST
 2313 BETHURUM AVE
 2311 BETHURUM AVE
 2218 DYSON ST
 2313 BUDD ST
 2825 DORRIS ST
 2902 DORRIS ST
 2914 DORRIS ST
 2901 DORRIS ST
 2931 DORRIS ST
 3038 DORRIS ST
 3026 DORRIS ST
 2311 DYSON ST
 2521 ST CLAIR DR
 2611 VALENTINE ST
 2910 ROCHESTER ST
 2827 ROCHESTER ST
 2915 ROCHESTER ST
 2727 SILKWOOD ST
 2814 SILKWOOD ST
 2818 SILKWOOD ST
 2811 SILKWOOD ST
 2819 SILKWOOD ST
 2822 VALENTINE ST
 2823 VALENTINE ST
 2907 VALENTINE ST
 2410 EASLEY ST
 6306 CARLTON GARRETT ST
 6310 CARLTON GARRETT ST
 2519 WELLS ST
 6919 BEXAR ST
 6915 BEXAR ST
75216
 1331 SELKIRK DR
 2433 52ND ST
 3815 LEMAY AVE
 3903 LEMAY AVE
 3915 LEMAY AVE
 4816 LINFIELD RD
 4632 LINFIELD RD
 1342 S MARSALIS AVE
 911 18TH ST
 1202 S EWING AVE
 1226 S EWING AVE
 1435 STRICKLAND ST
 1402 STRICKLAND ST

75217

10117 ROYCE DR
 8509 PRAIRIE HILL LN
75223
 2906 REYNOLDS AVE
 5259 ST CHARLES AVE
 4845 GURLEY AVE
 1112 S CARROLL AVE
 1521 CALDWELL AVE
 1538 HARRIS CT
 3322 DETONTE ST
 3558 MINGO ST
 4721 OWENWOOD AVE
75224
 224 W LOUISIANA AVE
 116 TERRACE DR
 322 W BROWNLEE AVE
 2106 EBBTIDE LN
75225
 2926 SEATON DR
75227
 7202 RED BUD DR
 3333 MCNEIL ST
 3202 ELVA AVE
 3115 URBAN AVE
 6519 ETHEL DR
 2740 LOLITA DR
 2914 LOLITA DR
 2843 DON ST
 2935 DON ST
 2825 NAMUR ST
 8502 LAPANTO LN
75232
 714 OAK PARK DR
 546 W LAURELAND RD
 1608 MATAGORDA DR
 654 ANNAROSE DR
 6606 RACINE DR
 6625 STARKEY ST
 8916 WHITEHALL LN
 9421 BECKLEYCREST AVE
 9228 BECKLEYVIEW AVE
 9120 METZ AVE
 365 W DANIELDALE RD
75233
 2974 CLOVIS AVE
 2519 GLENFIELD AVE
75241
 3731 STATE OAK DR
 3444 HIGHLAND WOODS DR

75212

3316 NOMAS ST
 3332 TORONTO ST
 3423 TORONTO ST
 3407 TORONTO ST
 3403 TORONTO ST
 3431 NOMAS ST
 2807 IROQUOIS DR
 1910 DULUTH ST
 1325 AMOS ST
 818 BAYONNE ST
 2202 LAPSLEY ST
 5421 BLACKHAWK DR
 5426 CHIPPEWA DR

75215

1624 ELSIE FAYE HEGGINS ST
 1632 ELSIE FAYE HEGGINS ST
 4011 TRUNK AVE
 6200 CARLTON GARRETT ST
 2800 MEADOW ST
 2522 PARK ROW AVE
 2532 PARK ROW AVE
 2825 BIRMINGHAM AVE
 3020 BIRMINGHAM AVE
 3025 BIRMINGHAM AVE
 2812 PENNSYLVANIA AVE
 3117 PENNSYLVANIA AVE
 2408 PEABODY AVE
 2414 PENNSYLVANIA AVE
 2524 PEABODY AVE
 2509 PEABODY AVE
 2525 PEABODY AVE
 2533 PEABODY AVE
 2512 PENNSYLVANIA AVE
 2701 PENNSYLVANIA AVE
 3414 MEADOW ST
 3130 HARMON ST
 3519 MEYERS ST
 3516 ROBERTS AVE

75216

1315 RENNER DR
 1727 WACO AVE
 1516 S MARSALIS AVE
 1126 VERMONT AVE
 1414 S DENLEY DR
 1636 DANUBE DR
 1823 ALABAMA AVE
 1907 S MARSALIS AVE
 2002 S MARSALIS AVE
 2015 S EWING AVE
 1918 IDAHO AVE
 1125 E WOODIN BLVD
 2114 BRITTON AVE
 1239 GEORGIA AVE
 1238 GEORGIA AVE
 1413 IOWA AVE
 1415 E LOUISIANA AVE
 2218 RAMSEY AVE
 2402 ALASKA AVE
 2315 S EWING AVE
 2223 IDAHO AVE
 2523 CREST AVE
 1542 E ELMORE AVE
 1538 E OHIO AVE
 2615 RAMSEY AVE
 2614 RAMSEY AVE
 2502 SEEVERS AVE
 2522 SEEVERS AVE
 2710 MICHIGAN AVE
 2515 IDAHO AVE
 2631 BRITTON AVE
 2507 S EWING AVE
 2625 S EWING AVE
 2622 S EWING AVE
 2519 FERNWOOD AVE
 2638 FERNWOOD AVE
 3907 KOLLOCH DR
 3418 OVERTON CT

75241

3440 HIGHLAND WOODS DR
 3430 HIGHLAND WOODS DR
 3420 HIGHLAND WOODS DR
 6040 KEMROCK DR
 5512 SINGING HILLS DR
 2437 56TH
 2140 SHELLHORSE DR
 5018 WATSON DR
 5102 WATSON DR
 5127 WATSON DR
 2640 RIPPLE RD
 3725 BLACK OAK DR
 3536 HIGHLAND WOODS DR
 3516 HIGHLAND WOODS DR
 3510 HIGHLAND WOODS DR
 6207 KEMROCK DR
 6342 TRACY RD
 6434 KEMROCK DR
 2820 MOJAVE DR
 2906 MOJAVE DR
 3139 MOJAVE DR
 3216 MOJAVE DR
 6516 SEBRING DR

75253

3312 RICH ACRES DR
 2347 EDD RD
 2341 EDD RD
 24 COLDBROOK LN
 2104 DENMARK ST
 916 APPLEGATE DR
 2247 COLDBROOK LN
 2019 JORDAN VALLEY RD
 12810 SULTANA ST
 13943 INDIAN WELLS RD
 2182 BEN HUR ST
 2147 EDD RD
 2237 EDD RD

Commercial**75203**

1722 MORRELL AVE
1726 MORRELL AVE

75210

2713 1ST AVE

75215

3512 CLEVELAND ST
2700 GOULD ST

75216

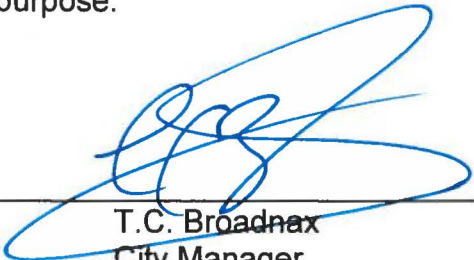
3503 E OVERTON RD
1204 S EWING AVE

75217

8745 LAKE JUNE RD

**JANUARY 9, 2019 CITY COUNCIL ADDENDUM
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated January 9, 2019. 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
for Chief Financial Officer



Date

RECEIVED

2019 JAN -4 PM 2:31

CITY SECRETARY
DALLAS, TEXAS

ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, JANUARY 9, 2019
CITY OF DALLAS
1500 MARILLA STREET
COUNCIL CHAMBERS, CITY HALL
DALLAS, TX 75201
2:00 P.M.

REVISED ORDER OF BUSINESS

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

2:00 p.m. **INVOCATION AND PLEDGE OF ALLEGIANCE**

OPEN MICROPHONE

CLOSED SESSION

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 30

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 2:15 p.m.

Item 31
Addendum Items 1 - 2

PUBLIC HEARINGS AND RELATED ACTIONS

6:00 p.m.

Items 32 - 44

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."

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

1. 19-92 A resolution considering the Ethics Advisory Commission's (EAC) recommended sanction against Flora Hernandez, Civil Service Board Vice Chair, in connection with the EAC's finding of a violation of Section 8-6 (pursuant to the EAC's jurisdiction and powers under SEC. 12A-25(a)(2) (P)) of the Dallas City Code (Code of Ethics) - Financing: No cost consideration to the City

Housing & Neighborhood Revitalization

2. 19-129 Authorize the first amendment to the forgivable loan agreement with Shared Housing Center, Inc. (Shared Housing) for the acquisition of the property at 4611 East Side Avenue for the development of a transitional housing project for homeless single-parents previously authorized by City Council on November 9, 2009, by Resolution No. 09-2769, to **(1)** extend the completion date from November 12, 2012 to November 30, 2020; **(2)** increase the amount of units required from 20 units to 24 units; **(3)** require that the facility be built to LEED - Gold "Green" standards; **(4)** add a requirement that Shared Housing provide social services to its residents; and **(5)** amend the contract to include performance thresholds and requirements - Financing: No cost consideration to the City

DELETION:**Department of Sustainable Development and Construction**

36. 19-28 A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 282 for mixed uses on property zoned Planned Development District No. 282, on the northwest corner of West Colorado Boulevard and North Beckley Avenue
Recommendation of Staff and CPC: Approval, subject to a revised development plan and conditions
Z178-190(SM)

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]

Addendum Date: January 9, 2019

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
1.	All	I	SEC	NC	A resolution considering the Ethics Advisory Commission's (EAC) recommended sanction against Flora Hernandez, Civil Service Board Vice Chair, in connection with the EAC's finding of a violation of Section 8-6 (pursuant to the EAC's jurisdiction and powers under SEC. 12A-25(a)(2)(P)) of the Dallas City Code (Code of Ethics) - Financing: No cost consideration to the City
2.	All	I	HOU	NC	Authorize the first amendment to the forgivable loan agreement with Shared Housing Center, Inc. (Shared Housing) for the acquisition of the property at 4611 East Side Avenue for the development of a transitional housing project for homeless single-parents previously authorized by City Council on November 9, 2009, by Resolution No. 09-2769, to (1) extend the completion date from November 12, 2012 to November 30, 2020; (2) increase the amount of units required from 20 units to 24 units; (3) require that the facility be built to LEED - Gold "Green" standards; (4) add a requirement that Shared Housing provide social services to its residents; and (5) amend the contract to include performance thresholds and requirements - Financing: No cost consideration to the City

TOTAL \$0.00



Agenda Information Sheet

File #: 19-92

Item #: 1.

STRATEGIC PRIORITY: Government Performance and Financial Management

AGENDA DATE: January 9, 2019

COUNCIL DISTRICT(S): All

DEPARTMENT: City Secretary's Office

EXECUTIVE: Bilierae Johnson

SUBJECT

A resolution considering the Ethics Advisory Commission's (EAC) recommended sanction against Flora Hernandez, Civil Service Board Vice Chair, in connection with the EAC's finding of a violation of Section 8-6 (pursuant to the EAC's jurisdiction and powers under SEC. 12A-25(a)(2)(P)) of the Dallas City Code (Code of Ethics) - Financing: No cost consideration to the City

BACKGROUND

This item is on the January 9, 2019 addendum to allow the Commission and staff time to compile the information related to this matter.

On November 6, 2018, Mr. Terrence S. Welch, filed a sworn ethics complaint with the City Secretary's Office against Ms. Flora Hernandez, Civil Service Board Vice Chair, alleging several violations of the Code of Ethics (12A) and Dallas City Code.

The Ethics Advisory Commission held an evidentiary hearing on Thursday, December 13, 2018. After all testimony was heard, the Commission, by a 4 to 2 vote, found that Ms. Hernandez violated Section 8-6 (pursuant to the EAC's jurisdiction and powers under SEC. 12A-25(a)(2)(P)) of the Code of Ethics by engaging in improper deliberation in violation of the Texas Open Meetings Act.

The Commission unanimously recommended a 'letter of notification' as the appropriate sanction. Pursuant to the Dallas City Code Chapter 12A-37.1(e)(1), the city council may issue a 'letter of notification' if the city council agrees with the EAC that a violation of this chapter was minor and was committed unintentionally.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 30, 2018, the preliminary panel of the Ethics Advisory Commission met and determined the complaint filed by Mr. Terrence Welch against Ms. Flora Hernandez, Civil Service Board Vice Chair, was supported by just cause and should be referred to the full Ethics Advisory Commission.

FISCAL INFORMATION

No cost consideration to the City.

January 9, 2019

WHEREAS, on November 6, 2018, Terrence S. Welch, filed a sworn complaint with the City Secretary's Office against Flora Hernandez, Civil Service Board Vice Chair, alleging that Ms. Hernandez violated certain provisions of Chapter 12A (Code of Ethics) of the Dallas City Code; and

WHEREAS, on November 30, 2018, the Ethics Advisory Commission preliminary panel determined that, based on the evidence submitted, an allegation was supported by just cause, and recommended that the alleged violation be referred to the Ethics Advisory Commission for a hearing; and

WHEREAS, on December 13, 2018, the Ethics Advisory Commission held a hearing regarding the complaint against Ms. Hernandez; and

WHEREAS, at the conclusion of the December 13, 2018 hearing, the Ethics Advisory Commission found that Ms. Hernandez had violated Section 8-6 (pursuant to the EAC's jurisdiction and powers under Section 12A-25(a)(2)(P) of the Code of Ethics) by engaging in improper deliberation in violation of the Texas Open Meetings Act, and the Commission recommended, as a sanction, that Ms. Hernandez receive a letter of notification; and

WHEREAS, Section 12A-30(a)(4) of the Code of Ethics requires this matter to be referred to the City Council for appropriate action.

Now, Therefore,

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

SECTION 1. That the Ethics Advisory Commission's written decision concerning the complaint against Ms. Flora Hernandez, Civil Service Board Vice Chair, which is attached hereto and made a part of this resolution, is hereby accepted.

SECTION 2. That Ms. Flora Hernandez, Civil Service Board Vice Chair, is hereby issued, through this resolution, a letter of notification for violating Section 8-6 (pursuant to the EAC's jurisdiction and powers under Section 12A-25(a)(2)(P) of the Code of Ethics). Ms. Hernandez is instructed to follow the recommendations contained in the attached decision of the Ethics Advisory Commission in order to avoid future violations of the City's Code of Ethics.

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.

**WRITTEN DECISION
CONCERNING THE COMPLAINT AGAINST
FLORA HERNANDEZ, CIVIL SERVICE BOARD VICE CHAIR**

On November 6, 2018, Mr. Terrence S. Welch, filed a sworn ethics complaint with the City Secretary's Office against Ms. Flora Hernandez, Civil Service Board Vice Chair, alleging several violations of the Code of Ethics (12A) and Dallas City Code.

The Ethics Advisory Commission preliminary panel met on Friday, November 30, 2018 at 9:30 a.m. in City Hall, Room 6ES. The panel members consisted of Commissioners John Rogers (Chair), William Coleman and Scott Shirley. In a unanimous decision, the panel determined that, based upon the evidence submitted, that only the following alleged violation was supported by just cause and recommended that it be referred to the Ethics Advisory Commission for evidentiary hearing and review:

- Ms. Flora Hernandez engaged in improper deliberation in violation of the Texas Open Meetings Act.

Violation of the following provision(s) of the Dallas City Code:

- **Section 12A-25(a)(2)(P) Jurisdiction and Powers.** The ethics advisory commission shall have jurisdiction to review and make findings concerning any alleged violation of the laws, ordinances, and rules listed in Paragraph (2) of this section by any person subject to those laws, ordinances, or rules, including but not limited to current city officials and employees, former city officials and employees, and persons doing business with the city. The ethics advisory commission may consider violations of the following laws, ordinances, and rules: any other city rule or city code or city charter provision pertaining to the ethical conduct of city officials or employees.
 - **Section 8-6 Public Character of Meetings and Actions; Executive Sessions.** (a) All meetings of a board shall be open to the public unless pertaining to matters authorized under the Texas Open Meetings Act, as amended, to be discussed in executive session. All actions of the board shall be public and sufficient copies of the minutes shall be made available by the coordinating city staff member to the news media and other interested persons upon request. (b) When meeting in executive session, a board shall publicly announce the category under the Texas Open Meetings Act that permits the executive session, tape record the executive session, and comply with all other requirements of the Texas Open Meetings Act applicable to executive sessions. (c) A printed agenda of items to be considered at each regular meeting shall be posted for public inspection at least three days prior to the meeting. (d) Compliance with

this section shall be the responsibility of the city department designated to provide staff support to the board. The city secretary shall be responsible for establishing guidelines for the security of all tapes on which board executive sessions are recorded pursuant to Subsection (b).

The Ethics Advisory Commission met on Thursday, December 13, 2018 at 11:30 a.m. in City Hall, Room 6ES. In attendance were Commissioners John Rogers (Chair), Royce West II (Vice-Chair), Pam Gerber, William Coleman, Scott Shirley and Paul Castillo. Not in attendance was Commissioner Eileen Rosenblum. Also, in attendance was Terrence S. Welch, complainant; Flora Hernandez, respondent and Matthew Boyle, respondent representative

The Ethics Advisory Commission discussed and did not grant Ms. Hernandez' procedural motion for dismissal.

Pursuant to Section 12A-28 of the Dallas City Code a determination that a violation of this chapter has occurred can be made only upon an affirmative vote of at least three-fifths of the commission members present and voting, otherwise the complaint must be dismissed. A finding that a violation occurred must be supported by clear and convincing evidence. "Clear and convincing evidence" means that measure or degree of proof that produces in a person's mind a firm belief or conviction as to the truth of the allegations sought to be established.

At the conclusion of the evidentiary hearing, Commissioner Gerber moved to find that Ms. Hernandez did violate Section 8-6 (pursuant to the EAC's jurisdiction and powers under SEC. 12A-25(a)(2)(P) of the Code of Ethics. The motion was seconded by Commissioner Shirley and passed on a divided vote of the Commission, with Vice Chair West and Commissioner Coleman voting "No."

Vice Chair West moved, in accordance with Section 12A-30(a)(4) and 12A-37.1 of the Code of Ethics, that the matter should be referred to the city council with the recommended sanction of Letter of Notification. The motion was seconded by Commissioner Coleman and passed unanimously by the Commission.



Agenda Information Sheet

File #: 19-129

Item #: 2.

STRATEGIC PRIORITY: Economic and Neighborhood Vitality
AGENDA DATE: January 9, 2019
COUNCIL DISTRICT(S): 2
DEPARTMENT: Housing & Neighborhood Revitalization
EXECUTIVE: T.C. Broadnax

SUBJECT

Authorize the first amendment to the forgivable loan agreement with Shared Housing Center, Inc. (Shared Housing) for the acquisition of the property at 4611 East Side Avenue for the development of a transitional housing project for homeless single-parents previously authorized by City Council on November 9, 2009, by Resolution No. 09-2769, to **(1)** extend the completion date from November 12, 2012 to November 30, 2020; **(2)** increase the amount of units required from 20 units to 24 units; **(3)** require that the facility be built to LEED - Gold "Green" standards; **(4)** add a requirement that Shared Housing provide social services to its residents; and **(5)** amend the contract to include performance thresholds and requirements - Financing: No cost consideration to the City

BACKGROUND

On November 9, 2009, City Council authorized a housing development loan agreement with Shared Housing Center, Inc. in the amount of \$380,000.00 in Community Development Block Grant (CDBG) funds through the Residential Development Acquisition Loan Program (RDALP) for the development of transitional housing for homeless single-parents located at 4611 East Side Avenue. The CDBG funds provided were used to acquire unimproved property at 4611 East Side Avenue. The loan agreement expired on November 9, 2012. Staff recommends the extension of the agreement for the period November 9, 2012 to November 30, 2020.

This project was scheduled to be completed November 9, 2012, with a five year affordability period. During the course of the years there were several delays that caused the project not to be completed. These delays were due to changes in the economy, termination of the 9% tax credit, deaths of the Shared Housing Executive Director's spouse and the general contractor.

In 2009-10, the economy took a downturn and Shared Housing lost some of its larger sponsors. To compensate for that loss, Shared Housing sought and received a forward commitment from Texas Department of Housing and Community Affairs (TDHCA) for the 9% tax credit. However in December 2012, the TDHCA terminated the forward commitment; Shared Housing never received the actual Notice of Commitment.

The termination was due to several deficiencies that were addressed, in addition to the lack of anticipated rental income from the project. It was determined that it was impossible to generate enough income to repay the tax credit.

Shared Housing now has commitments from BOK Financial dba Bank of Texas, Federal Home Loan Bank of Topeka, Meadows Foundation, and several fundraisings to finance the construction of the low income multifamily apartment complex.

The facility will be located at 4611 East Side Avenue and will consist of a 24 new unit complex, instead of a 20 new unit complex apartment that was in the original agreement. The new 24 unit facility will be built to LEED - Gold "Green" standards and provide the following:

1. Consist of 2 and 3 bedroom units;
2. Provide transitional housing to each resident for a maximum of 12 months;
3. Offer food, clothing, and case management;
4. Provide child care, mental health counseling and after school programs; and
5. Assist with job searches.

This development is intended to assist the City in increasing affordable transitional housing for homeless families. The property (100% of the units) will be deed restricted to allow single families whose incomes are 80% below the Dallas Area Median Family Income for a period of five (5) years.

Staff recommends amending the agreement in order to **(1)** extend the completion date from November 12, 2012 to November 30, 2020; **(2)** increase the amount of units required from 20 units to 24 units; **(3)** require that the facility be built to LEED - Gold "Green" standards; **(4)** add a requirement that Shared Housing provide social services to its residents; and **(5)** amend the contract to include performance thresholds and requirements.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 27, 2007, City Council adopted the FY 2007-08 Consolidated Plan Budget by Resolution No 07-1978.

On June 25, 2008, City Council adopted the FY 2008-09 Consolidated Plan Budget, which included \$825,000.00 of CDBG funds for the Residential Development Acquisition Loan Program by Resolution No. 08-1807.

On November 9, 2009, City Council approved a forgivable housing development loan with Shared Housing Center, Inc. in the amount of \$380,000.00 in CDBG funds for the acquisition of the property at 4611 East Side Avenue for development of a transitional housing project for the homeless by Resolution No. 09-2769.

Information about this item was provided to the Economic Development and Housing Committee on January 7, 2019. The Committee voted to move the item forward for full Council consideration.

FISCAL INFORMATION

No cost consideration to the City.

OWNER

Shared Housing Center, Inc.

Maria Machado, Executive Director

January 9, 2019

WHEREAS, the City of Dallas seeks to increase the supply of new affordable transitional housing for homeless families; and

WHEREAS, on June 27, 2007, City Council adopted the FY 2007-08 Consolidated Plan Budget by Resolution No 07-1978; and

WHEREAS, on June 25, 2008, City Council adopted the FY 2008-09 Consolidated Plan Budget, which included \$825,000.00 of CDBG funds for the Residential Development Acquisition Loan Program by Resolution No. 08-1807; and

WHEREAS, on November 9, 2009, City Council authorized a forgivable housing development loan with Shared Housing Center, Inc. in the amount of \$380,000.00 in Community Development Block Grant (CDBG) funds with a no interest forgivable loan under the Residential Development Acquisition Loan Program for the acquisition of unimproved property at 4611 East Side Avenue for the development of 20 unit facility for transitional housing for homeless single-parents by Resolution No. 09-2769; and

WHEREAS, as consideration for additional time to complete the units, Shared Housing Center, Inc. shall provide social services to its residents, shall provide 4 additional units, and the development shall be LEED certified; and

WHEREAS, Shared Housing Center, Inc. agreed to the development of 24 affordable transitional housing units for homeless families at 4611 East Side Avenue.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a first amendment to the forgivable housing development loan agreement with Shared Housing Center, Inc., approved as to form by the City Attorney, to **(1)** extend the completion date from November 12, 2012 to November 30, 2020; **(2)** increase the amount of units required from 20 units to 24 units; **(3)** require that the facility be built to LEED - Gold "Green" standards; **(4)** add a requirement that Shared Housing provide social services to its residents; and **(5)** amend the contract to include performance thresholds and requirements.

SECTION 2. That Shared Housing Center, Inc. must execute amended loan documents. In addition to the items in Section 1, the following terms of the loan documents will change and all other terms will remain the same:

January 9, 2019

SECTION 2. (continued)

- (a) Shared Housing will submit monthly reports to Housing and Neighborhood Revitalization Staff on the status of the development, Including, but not limited to construction, expected completion, close-out and the status of lease-up;
- (b) Initial rental files must be submitted for eligibility approval in accordance with the loan agreement;
- (c) Shared Housing will report delays to staff immediately, but no later than within one week of identifying the issue;
- (d) Shared Housing will submit complete rental files for Staff's review by October 2020;
- (e) Annual inspections will be conducted by City Staff to ensure compliance with minimum standards; and
- (f) The new 24-unit facility will be built to LEED - Gold "Green" standards and provide the following:
 - 1. Consist of 2 and 3 bedroom units;
 - 2. Provide transitional housing to each resident for a maximum of 12 months;
 - 3. Offer food, clothing, and case management;
 - 4. Provide child care, mental health counseling and after school programs; and
 - 5. Assist with job searches.

SECTION 3. That the City Manager, upon approval as to form by the City Attorney, is authorized to (1) execute releases of liens and terminate deed restrictions on the property upon compliance satisfaction of all applicable conditions; and (2) subordinate the City's lien to the interim construction lenders (including refinances). The Director of Housing and Neighborhood Revitalization may extend deadlines by up to one year.

SECTION 4. That with the exception of the amendments described above, all other requirements of Resolution No. 09-2769, will remain in full force and effect.

SECTION 5. That this contract is designated as Contract No. HOU-2019-00009046.

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 loan, until such time as the loan amendment documents are duly approved by all parties and properly 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.