

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** June 10, 2015

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Sustainable Development and Construction  
Park & Recreation  
Water Utilities  
Planning and Neighborhood Vitality

**CMO:** Ryan S. Evans, 671-9837  
Mark McDaniel, 670-3256  
A. C. Gonzalez, 670-3297

**MAPSCO:** N/A

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## **SUBJECT**

Authorize **(1)** a Supplemental Agreement to the Master Interlocal Agreement between the City of Dallas and Dallas Area Rapid Transit (DART) for the granting of easements for hike and bike trail purposes across approximately twenty-eight miles of DART owned property in exchange for the conveyance of the Madill Corridor by the City of Dallas to DART, subject to the retention of a water transmission line easement and other terms and conditions; **(2)** receipt and acceptance of said hike and bike trail easements; and **(3)** conveyance of the Madill Corridor by the City of Dallas to DART-Financing: No cost consideration to the City

## **BACKGROUND**

At the request of A.C Gonzalez this item was placed on the June 10, 2015, City Council Addendum due to the pending approval of the Supplemental Agreement to the Master Interlocal Agreement between the City of Dallas and Dallas Area Regional Transportation (DART) for the granting of easements.

On August 13, 1983, Dallas Area Rapid Transit Authority (DART) was created as a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, for the purpose of providing public transportation and general transportation services within the DART service area, which includes the City of Dallas, a Texas home rule municipal corporation, and surrounding regions. On February 28, 1990, Dallas City Council Resolution No. 90-0810 approved a Master Interlocal Agreement ("Master ILA") between DART and City regarding DART's system and establishing a cooperative and supportive relationship between DART and City.

## **BACKGROUND (Continued)**

The Master ILA has undergone numerous supplementations and amendments over the years as City and DART have sought to address newly arising circumstances, issues, and needs and to refine and improve the relationship.

The emerging evolution of transportation infrastructure in the City of Dallas and the providing of an integrated transportation system that balances the needs of pedestrians, public transit, bicycles, and automobiles are of ever increasing importance to the economic vitality and quality of life in the city. The principles of Sustainable Livable Communities are essential for the vitality of the city, and the development of a hike and bike trail system is an essential component in establishing sustainable communities.

In recognition and furtherance of these principles, the Park and Recreation Board adopted the Dallas Trail Network Master Plan in 2005 and updated same in 2008. Per the Dallas Trail Network Master Plan, City's trail system is proposed to be located on properties owned by various parties, including but not limited to approximately 27.9 miles of trails on properties owned or controlled by DART.

The City has already received from DART a number of terminable licenses and permissions to use DART properties for various segments of its hike and bike trail system, but desires to secure permanent easements for its public hike and bike trails as to DART's properties.

DART is willing to grant hike and bike trail easements, to include existing trails, trails currently planned and under development, and future trails in furtherance of City's trail system in exchange for the conveyance to DART by the City of a corridor of real property located in Dallas County, Texas, formerly owned by Chicago Pacific Corporation, conveyed to City by deed dated March 19, 1986, recorded on March 24, 1986, at Volume 86057, Page 0342, Official Real Property Records of Dallas County, Texas, being held by the Dallas Water Utilities for a water transmission line or lines, and currently accommodating railway lines, (the "Madill Corridor").

This item will authorize a Supplemental Agreement as to the Master ILA with DART establishing a process for granting to City hike and bike trail easements consistent with City's Trail Network Master Plan on DART owned or controlled property for and in consideration of conveyance to DART by City of the Madill Corridor. Existing trail licenses will be replaced with easements and trail sections currently being developed and future trails will be secured as easements as well.

The Attachment to this AIS identifies the various trail sections that will be covered and the Madill Corridor.

## **BACKGROUND (Continued)**

The trail easements will be non-exclusive perpetual easements for recreation trail use. They will allow for the installation of various improvements associated with the public's use and enjoyment of the trails, consistent with similar trails operated by City, at City's cost and expense, and upon review and approval by DART, said approval not to be unreasonably withheld. The easements will be terminable under very limited circumstances, thereby providing the City with much greater rights and safeguards of its investment in its trails. The City will be responsible for maintaining trail easement areas, but not DART's lines, facilities, or improvements.

Conveyance of the Madill Corridor will be by Deed without Warranty, "AS IS", and subject to the City's usual exceptions, waivers, reservations, restrictions, and conditions. Also, the City will retain a variable width water transmission line easement (approximately 30-feet in width) for use by DWU. The water line easement will also be available for hike and bike trail development. DART will maintain the easement surface area until such time as a trail is developed.

Dallas Water Utilities shall be reimbursed by the General Capital Reserve for the estimated value of its interest in the Madill Corridor being exchanged for the hike and bike trails in an amount of \$620,000.00 to be paid in four, annual installments of \$155,000.00 beginning in Fiscal Year 2015-16.

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

The Park and Recreation Board was briefed on this item on May 21, 2015.

The City Council was briefed on this item on June 3, 2015.

## **FISCAL INFORMATION**

No cost consideration to the City

## **MAPS**

Attached.

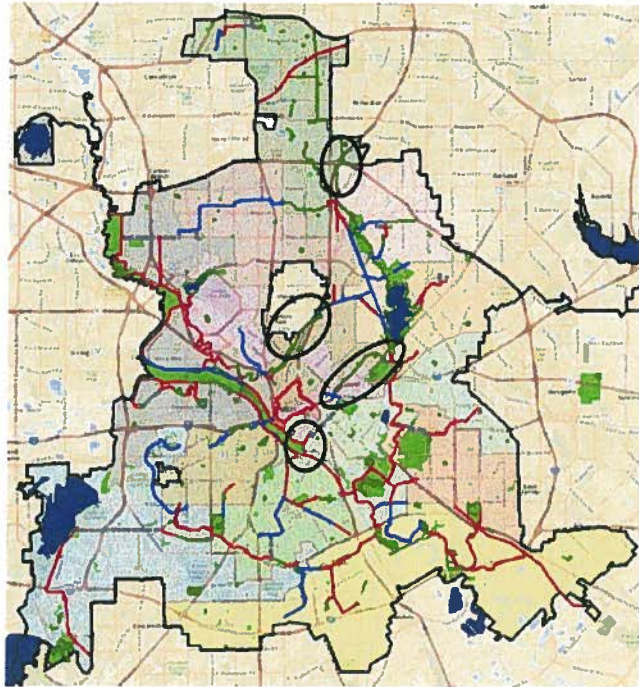
### DART Easement Acquisition

Trail	Status	Area	Total Acreage of DART Property	Miles	Total needed for H&B Trails (generally 30 feet is required where possible)
Katy Trail	Existing	Harvard Avenue to Arline Drive	2.92	0.44	1.40
Santa Fe Trail	Existing	Winstead Rd to Hill Street	53.67	4.03	14.65
Santa Fe Trestle Trail	Existing	E. 8th St to Union Pacific RR Line	23.89	1.98	7.20
Cottonwood Trail Forest Lane DART Station	Existing	Connection of Forest Ln Station	1.81	0.17	0.62
Katy Trail Extension/Ridgewood Trail	Existing	Mockingbird Ln and Pedestrian Bridge	2.84	0.24	0.87
Katy Trail Extension/Ridgewood Trail	Pending	Abrams Rd to Ridgewood Park	2.65	0.36	1.31
Katy Trail Extension/Ridgewood Trail	Pending	Ridgewood Park to Northwest Highway	13.95	0.71	2.58
Santa Fe Trail Extension	Pending	Hill St to Parry Ave and Elm St	2.95	0.63	2.29
			<b>104.68</b>	<b>8.56</b>	<b>31.13</b>
SoPAC Trail Phase 3	Future	Ridgewood Trail to White Rock Lake Trail	25.94	1.82	6.62
SOPAC Trail Phase 4	Future	White Rock Creek Trail to Ridgewood Trail	49.32	3.41	12.40
Fair Park Boulevard Trail	Future	Parry Avenue to Hatcher St	17.81	1.64	5.96
Trinity Forest Spine Trail Connection at Lawnview DART Station	Future	Lawnview DART Station	6.51	0.58	2.11
Cedar Crest Trail	Future	8th Street Station to Marrell Station	6.21	0.76	2.76
Kieberg Trail	Future	Buckner DART Station to Interstate 20	48.78	3.25	11.82
Cottonbelt Trail	Future	Richardson City Limit to Dallas North Tollway	91	4.54	16.51
Ruyon Creek Greenbelt Camp Wisdom Station	Future	Runyon Creek Greenbelt Trail to Camp Wisdom DART Station	1.87	0.24	0.87
Ruyon Creek Greenbelt to DART UNT Dallas Station	Future	Ruyon Creek Greenbelt to DART UNT Dallas Station	15.56	0.87	3.16
Trinity Strand Trail Phase 2	Future	Oaktown Ave to Motor Rd	19.63	1.88	6.84
Lake Highlands Trail Phase 4	Future	Church Road to Lake Highlands DART Station	2.94	0.42	1.53
<b>Total</b>			<b>285.57</b>	<b>19.41</b>	<b>70.58</b>
		<b>Totals</b>	<b>390.25</b>	<b>27.97</b>	<b>101.71</b>

MADILL PROPERTY INFO					
DWU's Madill Property	Current	Walnut Hill to Beltline (6.2 miles mile marker 700 to 706.2)	Total Acreage - DCAD	Miles	Total to DART (less the 30-foot strip for pipeline) Acres
			101.79	6.2	79.24

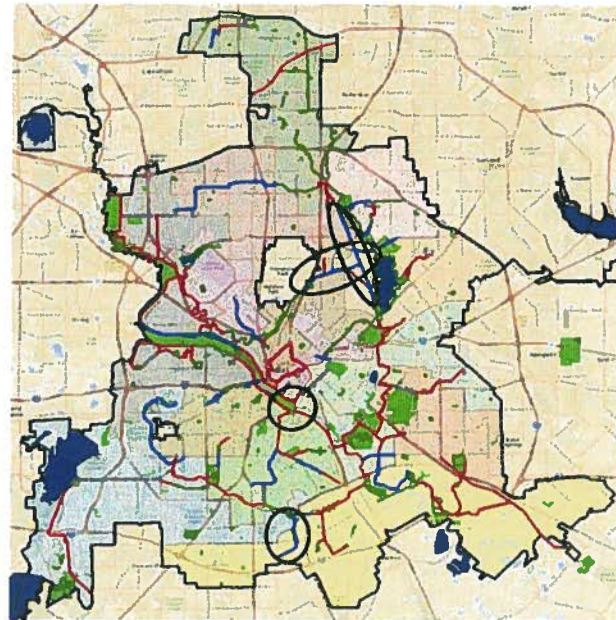
## DART: Existing Licenses

- City has existing license agreements with DART covering 7.25 miles of existing trails
  - Portion of the Katy Trail
  - Santa Fe Trail
  - Santa Fe Trestle Trail
  - Portion of Cottonwood Trail
  - Santa Fe Trail Extension
- These agreements are currently terminable
- All these licenses become easements under Amended ILA



## DART: Pending Licenses

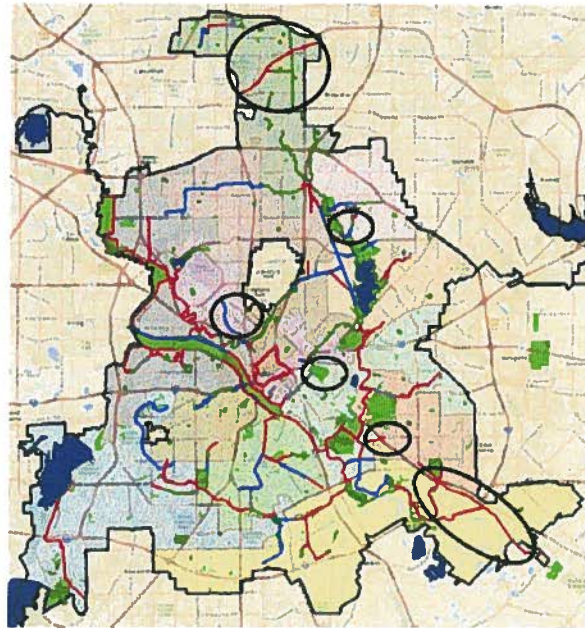
- The City of Dallas is working on pending easements for 7.65 miles of trails with DART
  - Katy Trail Extension
  - SOPAC Trail (Phase 3 and 4)
  - Runyun Creek Greenbelt Trail
  - Santa Fe Trestle Trail/Moore Park Trailhead





## DART: Future Easements

- The proposed amended ILA and easement will cover 13.07 miles of future trails including:
  - Fair Park – Fair Park Boulevard/Trail connector
  - Trinity Forest Spine Trail approaches and connection at Lawnview DART Station Cedar Crest Trail
  - Kleberg Trail
  - Cottonbelt Trail
  - Trinity Strand Trail Phase 2
  - Lake Highlands Trail Phase 3
- Also future connections between other trails and DART Light Rail Stations



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**WHEREAS**, on August 13, 1983, Dallas Area Rapid Transit Authority (DART) was created as a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, for the purpose of providing public transportation and general transportation services within the DART service area, which includes the City of Dallas, a Texas home rule municipal corporation, and surrounding regions; and

**WHEREAS**, on February 28, 1990, Dallas City Council Resolution No. 90-0810 approved a Master Interlocal Agreement (“Master ILA”) between DART and City regarding DART’s system and establishing a cooperative and supportive relationship between DART and City; and

**WHEREAS**, the Master ILA has undergone numerous supplementations and amendments over the years as City and DART have sought to address newly arising circumstances, issues, and needs and to refine and improve the relationship; and

**WHEREAS**, City recognizes the emerging evolution of transportation infrastructure in the City of Dallas and the importance of providing an integrated transportation system that balances the needs of pedestrians, public transit, bicycles, and automobiles; and

**WHEREAS**, it is recognized that the principles of Sustainable Livable Communities are essential for the vitality of the city and the development of a hike and bike trail system is an essential component in establishing sustainable communities and, in furtherance of these principles, the City Council adopted the Dallas Trail Network Master Plan in 2005 and updated same in 2008; and

**WHEREAS**, per the Dallas Trail Network Master Plan, City’s trail system is proposed to be located on properties owned by various parties, including but not limited to approximately 27.9 miles of trails on properties owned or controlled by DART; and

**WHEREAS**, City has already received from DART a number of licenses and permissions to use DART properties for various segments of its hike and bike trail system; and

**WHEREAS**, City desires to secure permanent easements for its public hike and bike trails as to DART’s properties; and

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**WHEREAS**, DART is willing to grant such hike and bike trail easements, to include existing trails, trails currently planned and under development, and future trails in furtherance of City's trail system in exchange for the conveyance to DART by City of a corridor of real property located in Dallas County, Texas, formerly owned by Chicago Pacific Corporation, conveyed to City by deed dated March 19, 1986, recorded on March 24, 1986, at Volume 86057, Page 0342, Official Real Property Records of Dallas County, Texas, being held by the Dallas Water Utilities for a water transmission line or lines, and currently accommodating railway lines, (the "Madill Corridor"); and

**WHEREAS**, in order to secure the hike and bike trail easements from DART, City is willing to convey the Madill Corridor to DART, subject to the retention of a water line easement and the other terms and conditions herein provided; and

**WHEREAS**, the City of Dallas may sell or exchange its property to a governmental entity that has the power of eminent domain without complying with the notice and bidding requirements for the sale of public lands provided for in Chapter 272, Section 272.001 of the Texas Local Government Code; and

**WHEREAS**, to facilitate this exchange of property interests, reduce the transaction cost of same, and expedite same City wishes to waive those provisions of Section 2-24 of the Dallas City Code not required by state law as to this transaction; and

**WHEREAS**, City wishes to enter into a Supplemental Agreement as to the Master ILA with DART establishing a process for granting to City hike and bike trail easements consistent with City's Trail Network Master Plan on DART owned or controlled property for and in consideration of conveyance to DART by City of the Madill Corridor, upon the terms and conditions herein stated and as approved by the City Attorney.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a Supplemental Agreement to the Master Agreement with DART (the "Supplemental ILA") between City of Dallas, a municipal corporation, ("City"), and the Dallas Area Rapid Transit Authority ("DART"), establishing a process for the locating and granting of hike and bike trail easements upon DART owned or controlled property in furtherance of the City's Trail Network Master Plan.



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**SECTION 2.** That the terms and conditions of the Supplemental ILA shall include the following:

- (a) DART shall commit to grant hike and bike trail easements (“Trail Easements”) to City for the portions of City’s hike and bike trail system identified on Attachment A hereto, subject to DART’s review and approval on a project-by-project basis, said approvals not to be unreasonably withheld.
- (b) DART and City shall utilize a form for the Trail Easements agreed to by the parties, substantially similar to a form attached to and incorporated into the Supplemental ILA, and containing the terms and conditions provided in Section 3 hereof.
- (c) As consideration for the easements granted and to be granted in the future, City shall convey to DART the Madill Corridor on the terms and conditions.

**SECTION 3.** That the terms and conditions of the Trail Easements shall include the following:

- (a) The easements shall be a non-exclusive perpetual easement for the construction, installation, maintenance and operation of a public hike and bike trail consisting of improved surfaces and related approved facilities for use by the general public for recreational purposes.
- (b) The easements shall not constitute a public street, road, or alley.
- (c) The easements shall allow for the installation of various improvements associated with the public’s use and enjoyment of the trails, consistent with similar trails operated by City, at City’s cost and expense, and upon review and approval by DART, said approval not to be unreasonably withheld.
- (d) The easements shall be terminable only as follows: (1) by DART in the event and to the extent necessitated by a change in federal or state law, subject to 2 years notice and reasonable efforts to minimize impact on City’s trails; (2) by DART as to easement area to within 25-feet of paved trail areas, if sold to third-parties with 180-days notice of said sale; (3) by DART upon City’s default under the easement terms after 90-days notice and opportunity to cure; and (4) by City upon formal abandonment by City.
- (e) The easements shall provide for minimizing negative impact on the trails and the relocation of impacted facilities of the parties.

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- (f) The easements shall provide for a limited indemnification of DART by City for City's negligence, but only to the extent allowed by law.
- (g) The easements shall require City's contractor to meet commercially reasonable insurance requirements.
- (h) The easements shall require City to maintain the easement area, but not DART's facilities, lines, or improvements.
- (i) The easements may contain such other commercially reasonable provisions as are deemed appropriate or necessary by the City Attorney.

**SECTION 4.** That upon execution and delivery of the Supplemental ILA, the City Manager or designee is authorized to execute a Deed Without Warranty, to be attested by the City Secretary, upon approval as to form by the City Attorney, for conveyance of the Madill Corridor to DART. The Deed Without Warranty shall be subject to the covenants, conditions, reservations, and restrictions contained in Sections 5 and 6, hereof.

**SECTION 5.** That the Deed Without Warranty shall provide for the reservation and retention by City of a water transmission line easement to be located along the eastern/southern side of the Madill Corridor, having a variable width of approximately 30 feet as deemed necessary by City. The easement shall be for the construction, maintenance and operation of a water transmission line or lines (including without limitation a 72-inch water transmission line) and related facilities on terms acceptable to City and/or for future hike and bike trail use on substantially similar terms as contemplated in the Supplemental ILA. City shall restore the surface of the easement area after any construction and DART shall provide routine mowing, trash control and maintenance of the surface of the easement area until such time as hike and bike trails are installed on same.

**SECTION 6.** That the Deed Without Warranty shall provide that the conveyance to DART is subject to the following:

- (a) a restriction prohibiting the placement of industrialized housing on the property; and
- (b) any visible and apparent easements and any encroachments whether of record or not; and

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- (c) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases or other instruments of record and applicable to the property or any part thereof; and
- (d) to the maximum extent allowed by law, (i) grantee is taking the property "AS IS, WHERE IS, WITH ALL FAULTS"; (ii) grantor disclaims responsibility as to the accuracy or completeness of any information relating to the property; (iii) grantee assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including, but not limited to, repair or demolition orders; and (iv) grantor expressly disclaims and grantee expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property; and
- (e) grantee takes the property subject to existing trackage rights agreements, if any, applicable to same; and
- (f) grantor makes no representations of any nature regarding the property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the property, including without limitation, the water, soil and geology, and the suitability thereof and the property for any and all activities and uses which grantee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended,

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(c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder; and

- (g) Subject to four utility lines to be relocated into and crossing the property in connection with I-35 expansion work, if necessary; and
- (h) Such other terms and requirements of the sale and/or disclaimers as City deems necessary, convenient or appropriate.

**SECTION 7.** That if a title policy is desired by any of the parties for any real property interest it is receiving, same shall be at the expense of said party.

**SECTION 8.** That the Madill Corridor conveyance shall be subject to standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by grantee.

**SECTION 9.** That the terms and procedures required by Section 2-24 of the Dallas City Code that are not required by state law concerning the sale of real property are waived with respect to this transaction.

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**SECTION 10.** That the Chief Financial Officer is hereby authorized to reimburse Dallas Water Utilities from the General Capital Reserve for the estimated value of its interest in the Madill Corridor being in exchange for the hike and bike trails in an amount of \$620,000.00 to be paid in four, annual installments of \$155,000.00 beginning in Fiscal Year 2015-16 (subject to appropriations). The reimbursement proceeds shall come from Fund 0625, Dept BMS, Unit 8888, Object 3637, and shall be deposited in Fund 0100, Dept DWU, Unit 7005, Revenue Source 9201.

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

**APPROVED AS TO FORM**  
**Warren M. S. Ernst, City Attorney**

**BY:** \_\_\_\_\_  
**Assistant City Attorney**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** June 17, 2015  
**COUNCIL DISTRICT(S):** 2  
**DEPARTMENT:** Planning and Neighborhood Vitality  
**CMO:** A. C. Gonzalez, 670-3297  
**MAPSCO:** 45Q R

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## **SUBJECT**

A public hearing to receive comments to amend the City of Dallas Central Business District Streets and Vehicular Circulation Plan to delete the Pearl/Cesar Chavez Connection from Cesar Chavez Boulevard to Taylor Street; and at the close of the hearing, authorize an ordinance implementing the change - Financing: No cost consideration to the City

## **BACKGROUND**

The FM Harvest Ltd and FM Park LLC have requested an amendment to facilitate their planned mixed-use development proposal in the Farmers Market Area. The proposed development aligns with requirements outlined in the Farmers Market Special Purposed District, PD 357. The developer is proposing to create a safe pedestrian walkway system to connect the mixed-use residential units with adjacent neighborhood amenities. The Pearl/Cesar Chavez Connection currently exists as an access ramp to a parking lot but will be redeveloped as a pedestrian plaza.

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

The City Plan Commission Transportation Committee acted on this item on May 7, 2015, and followed staff recommendation of approval.

The City Plan Commission acted on this item on May 21, 2015, and followed staff recommendation of approval.

## **FISCAL INFORMATION**

No cost consideration to the City



**MAP**

Attached

# Pearl Expressway/ Cesar Chavez Boulevard Connection

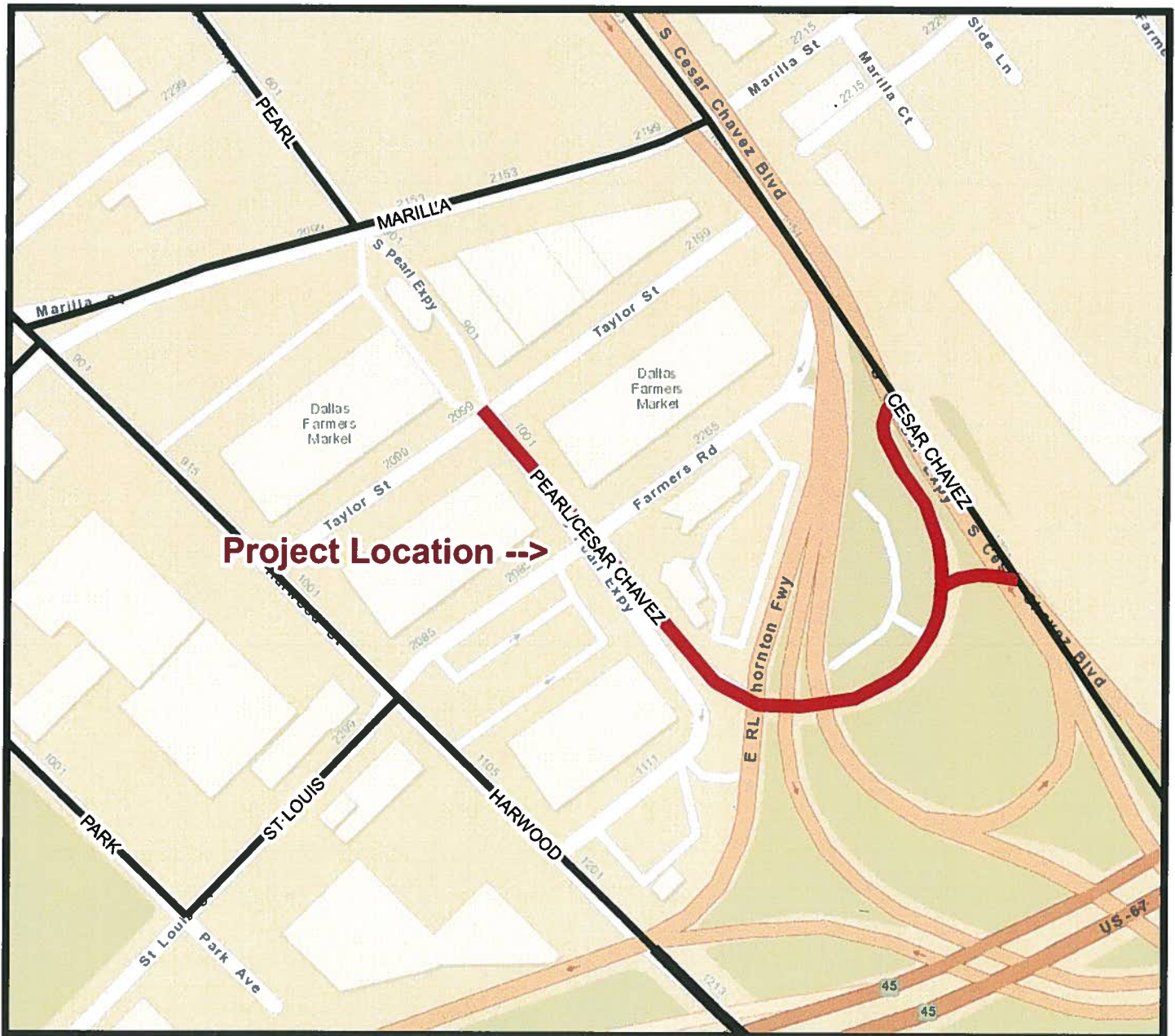
Cesar Chavez Boulevard to Taylor Street

Council District: 2

MAPSCO: 45Q,R



## Thoroughfare Plan Amendment Map



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** June 17, 2015

**COUNCIL DISTRICT(S):** 11

**DEPARTMENT:** Sustainable Development and Construction  
Planning and Neighborhood Vitality

**CMO:** Ryan S. Evans, 671-9837  
A. C. Gonzalez, 670-3297

**MAPSCO:** 15N P

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## **SUBJECT**

A public hearing to receive comments to amend the City of Dallas' Thoroughfare Plan to change the dimensional classifications of **(1)** Peterson Lane from Preston Road to Unnamed FN6 from a special two-lane undivided collector (SPCL 2U) roadway with parking within 69-feet of right-of-way and 44-feet of pavement to a special four-lane divided collector (SPCL 4D) roadway within 70-feet of right-of-way and 45-feet of pavement; **(2)** Peterson Lane from Unnamed FN6 to a local street Road 1 (as shown in the Midtown Exhibit C Streets Plan) from a special two-lane undivided collector (SPCL 2U) roadway with parking within 69-feet of right-of-way and 44-feet of pavement to a special two-lane undivided (SPCL 2U) roadway with parking within 65 feet of right-of-way and 40 feet of pavement; and **(3)** Peterson Lane from Road 1 (as shown in the Midtown Exhibit C Streets Plan) to Unnamed FN5 from a special two-lane undivided collector (SPCL 2U) roadway with parking within 69 feet of right-of-way and 44-feet of pavement to a special one lane couplet (SPCL 1 CPLT) Peterson East and Peterson West with one-travel-lane and one-parking-lane in each direction within 38.5 feet of right-of-way and 26-feet of pavement; and the close of the hearing, authorize an ordinance implementing the change - Financing: No cost consideration to the City

## **BACKGROUND**

Midtown Development, Inc. has requested amendments to the City of Dallas Thoroughfare Plan to facilitate Phase I of their proposed development projects in the area. Originally these roadways were added to the Thoroughfare Plan on May 22, 2013 along with several others as a comprehensive street network endeavoring to meet the multi-modal needs of the allowable uses outlined in PD 887. The Thoroughfare Plan is being amended concurrently with the zoning to address design criteria and setback requirements originally designated in the PD.

The changes do not preclude a street network design that incorporates amenities that accommodate pedestrians, cyclists and public transit users. The design proposal creates circulation and walkability around a proposed esplanade that is being proposed.

## **BACKGROUND (Continued)**

Staff recommends approval of the amendment to the Thoroughfare Plan to: **(1)** Peterson Lane from Preston Road to Unnamed FN6 from a special two-lane undivided collector (SPCL 2U) roadway with parking within 69-feet of right-of-way and 44-feet of pavement to a special four-lane divided collector (SPCL 4D) roadway within 70-feet of right-of-way and 45-feet of pavement; **(2)** Peterson Lane from Unnamed FN6 to a local street Road 1 (as shown in the Midtown Exhibit C Streets Plan) from a special two-lane undivided collector (SPCL 2U) roadway with parking within 69-feet of right-of-way and 44-feet of pavement to a special two-lane undivided (SPCL 2U) roadway with parking within 65 feet of right-of-way and 40 feet of pavement; and **(3)** Peterson Lane from Road 1 (as shown in the Midtown Exhibit C Streets Plan) to Unnamed FN5 from a special two-lane undivided collector (SPCL 2U) roadway with parking within 69 feet of right-of-way and 44-feet of pavement to a special one lane couplet (SPCL 1 CPLT) Peterson East and Peterson West with one-travel-lane and one-parking-lane in each direction within 38.5 feet of right-of-way and 26-feet of pavement.

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

The City Plan Commission Transportation Committee acted on this item on April 2, 2015, and made the following recommendations: **(1)** Follow staff recommendation of approval; **(2)** Do not follow staff recommendation of approval, CPC Transportation Committee recommended changing the dimensional classification on Peterson Lane from Unnamed FN6 to local street Road 1 (as shown in the Midtown Exhibit C Streets Plan) from a special two-lane undivided collector (SPCL 2U) roadway to a special four-lane divided collector (SPCL 4D) roadway within 70-feet of right-of-way and 45-feet of pavement to match the east segment of Peterson Road; and **(3)** Do not follow staff recommendation of approval, CPC Transportation Committee recommended changing the alignment to remove the off-set of Peterson East and Peterson West where it intersects with Unnamed FN5.

The City Plan Commission acted on this item on April 16, 2015, and held this item under advisement until May 21, 2015.

The City Plan Commission acted on this item on May 21, 2015, and followed staff recommendation of approval.

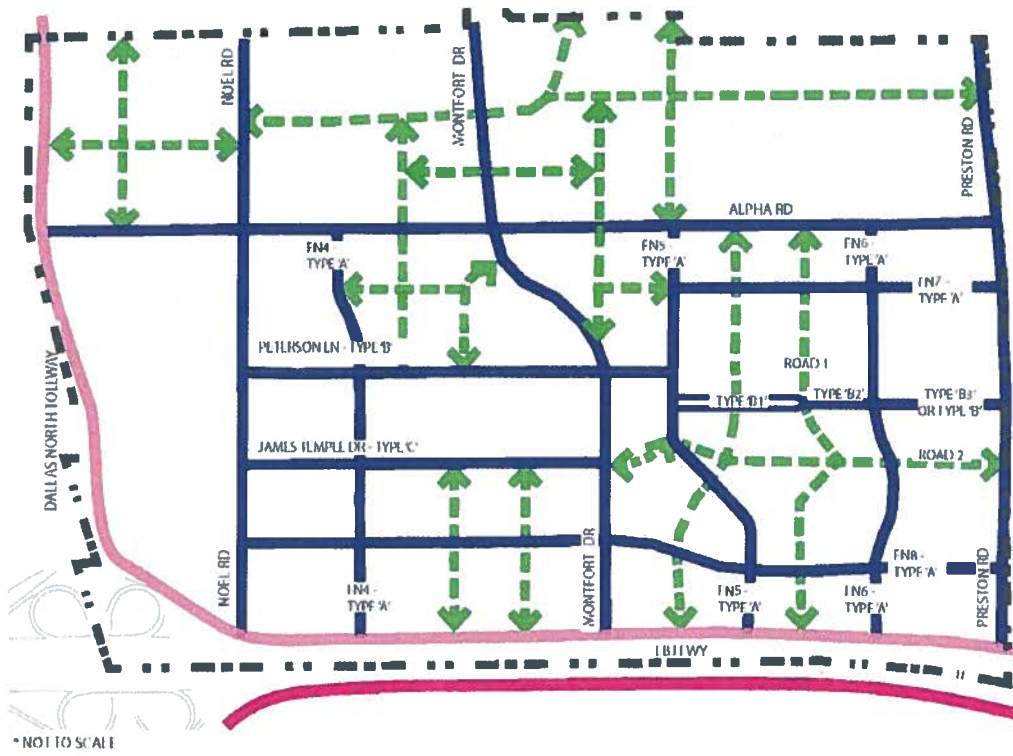
## **FISCAL INFORMATION**

No cost consideration to the City

## **MAP**

Attached

## Midtown Exhibit C Streets Plan



**LEGEND:**

- ■ — STUDY AREA BOUNDARY
- ■ — PROPOSED AMENDMENT TO THOROUGHFARE PLAN
- ■ — FRONTAGE ROAD
- ■ — CONCEPTUAL MINOR STREETS, DEVELOPMENT DRIVEN\*

\* THESE MINOR STREETS ARE CONCEPTUAL AND INTENDED ONLY TO ILLUSTRATE DESIRED CONNECTIVITY FOR NEW STREETS. ALTERNATIVE ALIGNMENTS MAY BE APPROVED BY THE DIRECTOR OF PUBLIC WORKS IF THEY PROVIDE EQUIVALENT CONNECTIVITY AND COMPLY WITH THE PROVISIONS OF SECTION 51P-887.115 (STREET STANDARDS) AND SECTION 51A-13.502 (NEW MINOR STREETS).



# Peterson Lane

Preston Road to Unnamed FN6  
Unnamed FN6 to local street Road 1  
Road 1 to Unnamed FN5

Council District: 11

MAPSCO: 15N,P



City of Dallas

LOCATOR MAP

## Thoroughfare Plan Amendment Map

