

**JANUARY 11, 2017 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 11, 2017. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



A.C. Gonzalez
City Manager

1-6-17

Date



Elizabeth Reich
Chief Financial Officer

1-6-17

Date

RECEIVED

ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, JANUARY 11, 2017
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TX 75201
9:00 A.M.

2017 JAN -6 PM 3:41

CITY SECRETARY
DALLAS, TEXAS

REVISED ORDER OF BUSINESS

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

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

OPEN MICROPHONE

CLOSED SESSION

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 30

CONSENT ADDENDUM

Items 1 - 9

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 31 - 35
Addendum Items 10 - 11

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 36 - 60

Handgun Prohibition Notice for Meetings of Government 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 pistola oculta), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola oculta."

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

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

**ADDENDUM
CITY COUNCIL MEETING
JANUARY 11, 2017
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.**

ADDITIONS:

Closed Session

Attorney Briefings (Sec. 551.071 T.O.M.A.)

- Legal issues related to the Dallas Police & Fire Pension System.

CONSENT ADDENDUM

Business Development & Procurement Services

1. Authorize the sale of one track loader, one street sweeper, one dump truck, one grader, and one concrete truck through a public auction on December 16, 2016 to Hoerr Machinery in the amount of \$37,500, Club Leasing, Inc. in the amount of \$23,700, Genaro Maldonado in the amount of \$21,100, Fred Hathorn in the amount of \$30,500, and National Stone in the amount of \$25,200, highest bidders - Revenue: \$138,000
2. Authorize a three-year service contract for background screening services - Quicksius, LLC dba Quick Search through an intergovernmental agreement with the City of Fort Worth - Not to exceed \$2,715,383 - Financing: Current Funds (\$331,883) and Aviation Current Funds (\$2,383,500) (subject to annual appropriations)

Economic Development

3. Authorize an amendment to the Chapter 380 Forgivable Loan Agreement to Two Podner's Retail Eateries, LLC, authorized by Resolution No. 14-0316 to: **(1)** decrease square footage of the commercial building located at 1441 Robert B. Cullum Boulevard in Dallas, Texas, from 11,000 square feet to 8,933 square feet; **(2)** increase conventional financing from the original amount of \$1,000,000 to \$2,300,000; and **(3)** subordinate the City's lien position to the primary bank lender - Financing: This action has no cost consideration to the City

Mobility and Street Services

4. Authorize a professional services contract with Kimley-Horn and Associates, Inc. for the engineering design services of on-street bicycle facilities at various locations (list attached) - Not to exceed \$171,000 - Financing: Current Funds

**ADDENDUM
CITY COUNCIL MEETING
JANUARY 11, 2017**

ADDITIONS:(Continued)

CONSENT ADDENDUM (Continued)

Mobility and Street Services (Continued)

5. Authorize an increase to the contract with Tiseo Paving Company for additional and deductive work associated with installing the proposed 30-inch water main, modification to the traffic signal poles and other associated construction items needed to complete the Cesar Chavez Boulevard / Pearl Expressway project - Not to exceed \$19,079, from \$15,572,876 to \$15,591,955 - Financing: 2012 Bond Funds (-\$235,075), General Obligation Commercial Paper Funds (\$168,380), 2006 Bond Funds (-\$528,226), and Water Utilities Capital Construction Funds (\$614,000)

Office of Financial Services

6. A resolution suspending the effective date of the rate filing made by Oncor Electric Delivery Company LLC on December 16, 2016 for an additional 90 days - Financing: No cost consideration to the City

Park & Recreation

7. Authorize **(1)** a fifteen-year concession contract, with one five-year renewal option, with Elm Fork Clay Sports, Incorporated for management, operation and development of the Elm Fork Shooting Range (shotgun area) located at 10751 Luna Road with an Estimated Annual Revenue of \$163,724; and **(2)** a fifteen-year concession contract, with one five-year renewal option, with Elm Fork Rifle and Pistol, Incorporated for management, operation and development of the Elm Fork Shooting Range (rifle and pistol range area) located at 10751 Luna Road with an Estimated Annual Revenue of \$106,276 - Total Estimated Annual Revenue: \$270,000

Sustainable Development and Construction

8. Authorize a five-year lease agreement with SPCA of Texas, Inc. for the continued use of approximately 6,000 square feet of office space located at 4830 Village Fair Drive, to be used as a low cost spay/neuter and pet wellness clinic for the period January 12, 2017 through January 11, 2022 - Annual Revenue: \$1,992
9. An ordinance abandoning a sanitary sewer easement to 2000 Ross Avenue LP, the abutting owner, containing approximately 329 square feet of land, located near the intersection of Ross Avenue and Harwood Street - Revenue: \$5,400, plus the \$20 ordinance publication fee

**ADDENDUM
CITY COUNCIL MEETING
JANUARY 11, 2017**

ADDITIONS:(Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION

City Controller's Office

10. Authorize approval of the City of Dallas 401(k) Retirement Savings Plan, as amended and restated, effective January 11, 2017 - Financing: No cost consideration to the City

City Secretary's Office

11. A resolution designating absences by Councilmember Philip T. Kingston as being for "Official City Business" - Financing: No cost consideration to the City

CORRECTION:

Human Resources

15. Authorize **(1)** approval of revised salary schedules for Fire and Police uniform executive staff, adding a 2% top pay step; **(2)** and eliminating the start step in each executive rank; and **(3)** implementing ~~step~~ pay increases for Police and Fire uniform executive staff, effective October 1, 2016 - Financing: This action no cost consideration to the City

DELETIONS:

Park & Recreation

22. Authorize a twenty-year license agreement with the Old Lake Highlands Neighborhood Association for approximately 930 square feet of land in Norbuck Park located near the intersection of Classen Drive and Northwest Highway - Revenue: \$10 one-time fee

Economic Development

35. Authorize a development agreement with GPIWE Limited Partnership, to reimburse TIF eligible project costs for streetscape and redevelopment project improvements for the Factory Six03 Project located at 603 Munger Avenue from revenues accruing to Tax Increment Financing Reinvestment Zone Five (City Center TIF District) - Not to exceed \$4,657,174 - Financing: City Center TIF District Funds (subject to future appropriations from future tax increments)

On-Street Bicycle Facilities
Addendum Item # 4

<u>Council District</u>	<u>Location</u>	<u>Amount</u>
2	Akard Street	\$ 24,000
11	Alpha Road	\$ 19,000
2	Cadiz Street	\$ 15,500
2	Canton Street	\$ 15,500
14	Matilda Street	\$ 26,500
1	Eldorado Avenue	\$ 8,000
1	Elsbeth Street	\$ 6,500
2, 7	Ervay Street	\$ 29,500
2	St. Paul Street	\$ 15,500
1	Zang Boulevard	\$ 7,500
All	Project Mgmt/Admin.	<u>\$ 3,500</u>
	Total	\$171,000

ADDENDUM DATE January 11, 2017

ITEM	IND		DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
#	OK	DEF							
1			N/A	C	PBD	REV \$138,000	NA	NA	Authorize the sale of one track loader, one street sweeper, one dump truck, one grader, and one concrete truck through a public auction on December 16, 2016 to Hoerr Machinery in the amount of \$37,500, Club Leasing, Inc. in the amount of \$23,700, Genaro Maldonado in the amount of \$21,100, Fred Hathorn in the amount of \$30,500, and National Stone in the amount of \$25,200, highest bidders - Revenue: \$138,000
2			All	C	PBD, AVI, SEC, HOU, HRD, OCA	\$2,715,382.50	NA	NA	Authorize a three-year service contract for background screening services - Quicksius, LLC dba Quick Search through an intergovernmental agreement with the City of Fort Worth - Not to exceed \$2,715,383 - Financing: Current Funds (\$331,883) and Aviation Current Funds (\$2,383,500) (subject to annual appropriations)
3			7	C	ECO	NC	NA	NA	Authorize an amendment to the Chapter 380 Forgivable Loan Agreement to Two Podner's Retail Eateries, LLC, authorized by Resolution No. 14-0316 to: (1) decrease square footage of the commercial building located at 1441 Robert B. Cullum Boulevard in Dallas, Texas, from 11,000 square feet to 8,933 square feet; (2) increase conventional financing from the original amount of \$1,000,000 to \$2,300,000; and (3) subordinate the City's lien position to the primary bank lender - Financing: This action has no cost consideration to the City
4			1, 2, 7, 11, 14	C	STS	\$171,000.00	54.39%	45.61%	Authorize a professional services contract with Kimley-Horn and Associates, Inc. for the engineering design services of on-street bicycle facilities at various locations (list attached) - Not to exceed \$171,000 - Financing: Current Funds
5			2, 14	C	STS, WTR	\$19,078.34	1948.84%	28.72%	Authorize an increase to the contract with Tiseo Paving Company for additional and deductive work associated with installing the proposed 30-inch water main, modification to the traffic signal poles and other associated construction items needed to complete the Cesar Chavez Boulevard / Pearl Expressway project - Not to exceed \$19,079, from \$15,572,876 to \$15,591,955 - Financing: 2012 Bond Funds (-\$235,075), General Obligation Commercial Paper Funds (\$168,380), 2006 Bond Funds (-\$528,226), and Water Utilities Capital Construction Funds (\$614,000)
6			N/A	C	OFS	NC	NA	NA	A resolution suspending the effective date of the rate filing made by Oncor Electric Delivery Company LLC on December 16, 2016 for an additional 90 days - Financing: No cost consideration to the City
7			6	C	PKR	REV \$270,000	NA	NA	Authorize (1) a fifteen-year concession contract, with one five-year renewal option, with Elm Fork Clay Sports, Incorporated for management, operation and development of the Elm Fork Shooting Range (shotgun area) located at 10751 Luna Road with an Estimated Annual Revenue of \$163,724; and (2) a fifteen-year concession contract, with one five-year renewal option, with Elm Fork Rifle and Pistol, Incorporated for management, operation and development of the Elm Fork Shooting Range (rifle and pistol range area) located at 10751 Luna Road with an Estimated Annual Revenue of \$106,276 - Total Estimated Annual Revenue: \$270,000
8			4	C	DEV, CCS	REV \$1,992	NA	NA	Authorize a five-year lease agreement with SPCA of Texas, Inc. for the continued use of approximately 6,000 square feet of office space located at 4830 Village Fair Drive, to be used as a low cost spay/neuter and pet wellness clinic for the period January 12, 2017 through January 11, 2022 - Annual Revenue: \$1,992
9			14	C	DEV	REV \$5,400	NA	NA	An ordinance abandoning a sanitary sewer easement to 2000 Ross Avenue LP, the abutting owner, containing approximately 329 square feet of land, located near the intersection of Ross Avenue and Harwood Street - Revenue: \$5,400, plus the \$20 ordinance publication fee
10			All	I	CON	NC	NA	NA	Authorize approval of the City of Dallas 401(k) Retirement Savings Plan, as amended and restated, effective January 11, 2017 - Financing: No cost consideration to the City

ADDENDUM DATE January 11, 2017

ITEM	IND								
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
11			N/A	I	SEC	NC	NA	NA	A resolution designating absences by Councilmember Philip T. Kingston as being for "Official City Business" - Financing: No cost consideration to the City

TOTAL \$2,905,460.84

KEY FOCUS AREA: E-Gov
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Business Development & Procurement Services
CMO: Elizabeth Reich, 670-7804
MAPSCO: N/A

SUBJECT

Authorize the sale of one track loader, one street sweeper, one dump truck, one grader, and one concrete truck through a public auction on December 16, 2016 to Hoerr Machinery in the amount of \$37,500, Club Leasing, Inc. in the amount of \$23,700, Genaro Maldonado in the amount of \$21,100, Fred Hathorn in the amount of \$30,500, and National Stone in the amount of \$25,200, highest bidders - Revenue: \$138,000

BACKGROUND

This item is on the addendum for the sale of the equipment and trucks from a public auction held on December 16, 2016, after the deadline to meet the regular council agenda. We request approval in order to complete the transactions in a timely manner and to transfer the equipment to the purchasers.

This action seeks approval to sell one track loader (Equipment #009004), one street sweeper (Equipment #059003), one dump truck (Equipment #063041), one grader (Equipment #049035), and one concrete truck (Equipment #013107) which were auctioned publicly on December 16, 2016. The equipment and trucks have reached their useful life, have met their replacement criteria, and are no longer cost effective for the City to maintain.

The City used its current contract auctioneer, Lone Star Auctioneers, Inc., to auction this equipment. The auctioneer charges a buyer's premium instead of the City paying a fee.

Dallas City Code 2-37.4 requires that when the highest bid for property is more than \$20,000.00, the City Council must approve this sale to the highest bidder.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Public Safety Committee on January 9, 2017.

FISCAL INFORMATION

\$138,000.00 - Revenue

BID INFORMATION

The following bids were received at public auction on December 16, 2016.

*Denotes successful bidders

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Hoerr Machinery (Equipment #009004)	7904 State Route 91 Peoria, IL 61615	\$37,500.00
*Club Leasing, Inc. (Equipment #059003)	4361 Cedar Lake Dr. Dallas, TX 75227	\$23,700.00
Genaro Maldonado (Equipment #063041)	615 Bedford St. Dallas, TX 75212	\$21,100.00
Fred Hathorn (Equipment #049035)	P.O. Box 215 Vanderpool, TX 78885	\$30,500.00
National Stone (Equipment #013107)	3102 Sylvan Ave. Dallas, TX 75212	\$25,200.00

OWNERS

Hoerr Machinery

Ryan Hoerr, Owner

Club Leasing, Inc.

Timothy Pannell, Owner

Genaro Maldonado

Individual

Fred Hathorn

Individual

OWNERS (Continued)

National Stone

Stephen Broussard, Owner

January 11, 2017

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

Section 1. That the City Manager or designee is hereby authorized to sell one track loader (Equipment #009004), one street sweeper (Equipment #059003), one dump truck (Equipment #063041), one grader (Equipment #049035), and one concrete truck (Equipment #013107) through a public auction on December 16, 2016, to the highest bidders, Hoerr Machinery in the amount of \$37,500.00, Club Leasing, Inc. in the amount of \$23,700.00, Genaro Maldonado in the amount of \$21,100.00, Fred Hathorn in the amount of \$30,500.00, and National Stone in the amount of \$25,200.00, for a total amount of \$138,000.00.

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds received from the proceeds of the sale to:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>REVENUE SOURCE</u>	<u>AMOUNT</u>
0196	EBS	1701	8414	\$117,300.00
0199	POM	1232	8420	\$ 20,700.00

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

KEY FOCUS AREA: E-Gov

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
City Secretary
Housing/Community Services
Human Resources
Office of Cultural Affairs

CMO: Elizabeth Reich, 670-7804
Ryan S. Evans, 671-9837
Rosa Rios, 670-3738
Alan Sims, Chief of Neighborhood Plus, 670-1611
A. C. Gonzalez, 670-3302
Joey Zapata, 670-1204

MAPSCO: N/A

SUBJECT

Authorize a three-year service contract for background screening services - Quicksius, LLC dba Quick Search through an intergovernmental agreement with the City of Fort Worth - Not to exceed \$2,715,383 - Financing: Current Funds (\$331,883) and Aviation Current Funds (\$2,383,500) (subject to annual appropriations)

BACKGROUND

This item is on the addendum in order to allow for continued services without interruption.

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

This service contract will provide background screening services for Human Resources, Aviation, Housing/Community Services, City Secretary, and the Office of Cultural Affairs. Human Resources will utilize this service to obtain pre-employment background checks on all applicants offered employment with the City. The purpose of conducting pre-employment background checks is to verify that applicants do not have a history of activity that would make them unsuitable for positions for which they are being considered.

BACKGROUND (Continued)

Pre-employment background checks provide the City with information to determine if prospective employees meet the eligibility criteria for employment. Due to the complexity and sensitive nature of the pre-employment background checks conducted for Police and Fire employee candidates, these departments will continue to perform this function internally.

Aviation will utilize this contract to conduct background screenings on transportation-for-hire drivers. On December 12, 2014, Council passed a new Transportation-for-Hire ordinance (Ordinance No. 29596) which requires extensive national background searches of drivers and adds new operating authorities and drivers who are not regulated under the previous ordinance. The purpose of conducting extensive national background searches is to verify that transportation-for-hire drivers meet all the requirements of Chapter 47A of the City Ordinance. Under the requirement of the new ordinance, companies seeking to permit their drivers will utilize a third party screening company to conduct background screening in order to meet the permitting requirements. Since April of 2015, approximately 963 permits per month have been processed. This contract will provide Aviation with an efficient method of auditing these third party screenings. Additionally, this contract will allow Aviation to conduct timely screenings on drivers who do not wish to utilize a third party company. Costs associated with audit function and screening services will be recovered through fees paid for Transportation-for-Hire permits.

The Housing/Community Services Homeless Assistance Programs provide support services to homeless persons, including non-violent ex-offenders seeking employment, housing, educational opportunities, and other community services. Background screenings check for outstanding warrants and criminal background. This screening is used, in part, to determine what support services and referrals best fit the client. Additionally, background screenings provide important information to apartment vendors who are willing to work with clients with certain violent criminal backgrounds or who have a history of late rental payments.

The Office of Cultural Affairs will utilize this service to perform background checks on artists and other cultural providers that interact with minors in the performance of their cultural services contract. The City Secretary's office will utilize this service to perform background checks on board and commission applicants.

This intergovernmental agreement 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 September 12, 2012, City Council authorized a three-year service contract for civilian pre-employment background checks by Resolution No. 12-2226.

On February 25, 2015, City Council authorized a two-year service contract for background screening services by Resolution No. 15-0336.

Information about this item will be provided to the Public Safety Committee on January 9, 2017.

FISCAL INFORMATION

\$ 331,882.50 - Current Funds (subject to annual appropriations)
\$2,383,500.00 - Aviation Current Funds (subject to annual appropriations)

ETHNIC COMPOSITION

Quicksius, LLC dba Quick Search

White Male	6	White Female	7
Black Male	1	Black Female	2
Hispanic Male	1	Hispanic Female	0
Other Male	0	Other Female	0

OWNER

Quicksius, LLC dba Quick Search

Dale Wolter, General Manager
John Page, Vice President

January 11, 2017

WHEREAS, on September 12, 2012, City Council authorized a three-year service contract for civilian pre-employment background checks by Resolution No. 12-2226; and,

WHEREAS, on February 25, 2015, City Council authorized a two-year service contract for background screening services by Resolution No. 15-0336; and,

WHEREAS, on November 1, 2016, Administrative Action No. 16-6725 authorized Supplemental Agreement No. 1 to increase the service contract and extend the term from February 25, 2017 to August 24, 2017 in an amount not to exceed \$50,000.00, increasing the service contract from \$623,200.00 to \$673,200.00;

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to execute a service contract with Quicksius, LLC dba Quick Search (VC13967) through an intergovernmental agreement with the City of Fort Worth for background screening services for a term of three years in an amount not to exceed \$2,715,382.50, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Quicksius, LLC dba Quick Search shall be based only on the amount of the services directed to be performed by the City and properly performed by Quicksius, LLC dba Quick Search under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,715,382.50 (subject to annual appropriations) from Service Contract number BK1707.

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

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 7
DEPARTMENT: Office of Economic Development
CMO: Mark McDaniel, 670-3256
MAPSCO: 46 P

SUBJECT

Authorize an amendment to the Chapter 380 Forgivable Loan Agreement to Two Podner’s Retail Eateries, LLC, authorized by Resolution No. 14-0316 to: **(1)** decrease square footage of the commercial building located at 1441 Robert B. Cullum Boulevard in Dallas, Texas, from 11,000 square feet to 8,933 square feet; **(2)** increase conventional financing from the original amount of \$1,000,000 to \$2,300,000; and **(3)** subordinate the City’s lien position to the primary bank lender - Financing: This action has no cost consideration to the City

BACKGROUND

This item is being placed on the addendum to expedite bank loan closing.

The original project was to demolish the current Two Podner’s restaurant and build a 11,000 square foot building to house a 4,500 square foot restaurant for Two Podner’s as the anchor tenant and 6,500 square feet of space for additional retail tenants. Space for the Two Podner’s restaurant is complete and was increased to 6,743 square feet. The balance of the space currently 2,190 square feet, will include two (2) other retail tenants, for a combined total of 8,933 square feet.

Street abandonment and parking constraints caused delays, reduction in square footage and price increases. Original total project cost was \$1,835,000. Original financing included \$460,000 of Developers equity, \$1,000,000 in conventional bank financing for construction, a \$100,000 loan from the South Dallas/Fair Park Trust Fund and a \$275,000 Chapter 380 Forgivable Loan from the City for signage and equipment, secured by a subordinate lien. Delays, cost over runs, price increases and pad site finish out escalated project cost to \$2.3 million dollars.

The City’s Chapter 380 loan for signage and equipment has been expended. The Two Podner’s Restaurant space has been completed and signage and equipment installed. Opening is tentatively scheduled for mid-January. The current restaurant site will be demolished to make way for adding the pad for additional retail tenants. The Trust Fund loan was not used.

BACKGROUND (Continued)

The Developers have been approved for bank financing in the amount of \$2.3 million dollars to refinance the cost of completed facility and additional retail space, subject to the City's subordination of its lien to bank financing.

Two Podner's Retail Eateries LLC is a development company created by Fred Conwright and James Runnels, owners of Two Podner's Barbeque and Seafood restaurant to develop a building for an expanded restaurant and other retail eateries. Two Podner's has operated in a 2,500 square foot facility at their current location in the South Dallas/Fair Park area for over 30 years.

The developers are in discussions with other retailers interested in locating in South Dallas/Fair Park and are negotiating for additional land that would bring the footprint to the original 11,000 square feet plan. The new development when fully tenanted and operational is expected to create 40 – 50 FTE jobs.

Development of the Property furthers the City's goals for redevelopment of the South Dallas/Fair Park area in accordance with the original Agreement. The Chapter 380 Forgivable Loan will be forgiven and the subordinate lien released upon completion of redevelopment and the issuance of a Certificate of Occupancy of the subject site within three (3) years from the date of the Loan Agreement, December 9, 2015. Time may be extended by the Director of the City of Dallas Office of Economic Development. All other terms of Resolution No. 14-0316 remain the same.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 12, 2014, City Council by Resolution No. 14-0316 authorized a Chapter 380 Forgivable Loan in the amount of \$275,000 to Two Podner's Retail Eateries, LLC for gap financing to develop a 11,000 square foot commercial building located at 1441 Robert B. Cullum Boulevard in Dallas to expand Two Podner's Barbeque and Seafood Restaurant and add 6,500 square feet of retail space.

On April 23, 2014, City Council by Resolution No. 14-0691 authorized (1) a south Dallas/Fair Park Trust Fund Special Economic Development Loan Agreement with Two Podner's Retail Eateries, LLC in the amount of \$100,000 to partially underwrite the cost of development of an 11,000 square foot structure to be located at 1441 Robert B. Cullum Boulevard in Dallas Texas to expand Two Podner's Barbeque and Seafood Restaurant and add 6,500 square feet of tenant space; and (2) an increase in appropriations in the amount of \$100,000.

FISCAL INFORMATION

This action has no cost consideration to the City

OWNER

Two Podner's Retail Eateries, LLC

Fred Conwright, Partner
James Runnels, Partner

DEVELOPER

Two Podner's Retail Eateries, LLC

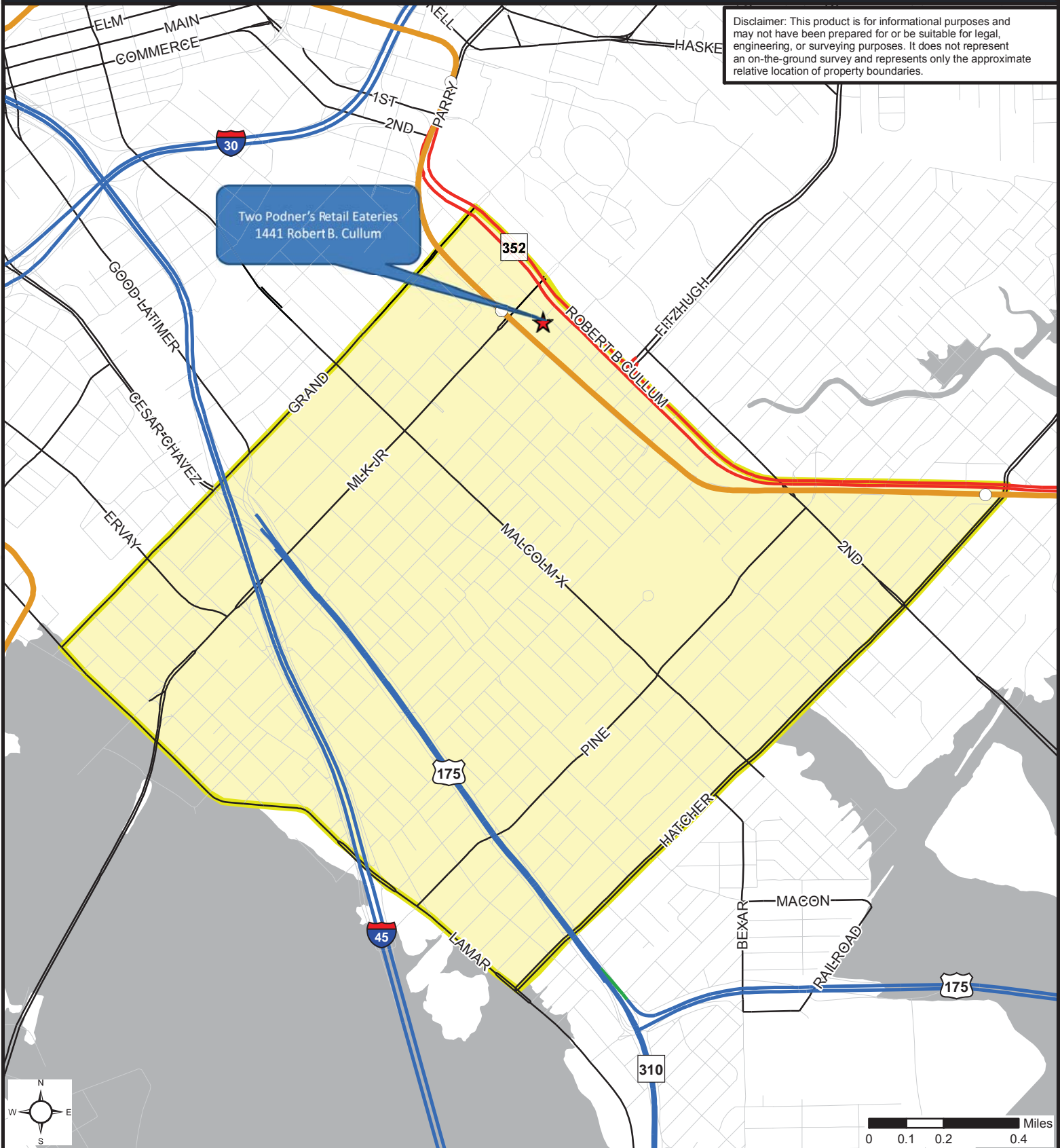
Fred Conwright, Partner
James Runnels, Partner

MAP

Attached.

Two Podner's Retail Eateries, LLC

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Two Podner's Retail Eateries
1441 Robert B. Cullum



DALLAS ECONOMIC DEVELOPMENT
 Research & Information Division
 214.670.1685
 dallas-ecodev.org
 Created 10.17.2012 - 12.10.16 Venus Cobb.TCG

Legend

Program Boundary	Freeway	Flood Plain
Rail Station	Highway	Arterial
DART Light Rail		

Source: City of Dallas, 2012

January 11, 2017

WHEREAS, Two Podner's Retail Eateries, LLC wishes to partner with the City of Dallas to develop a commercial building at 1441 Robert B. Cullum in Dallas to expand Two Podner's Barbeque and Seafood Restaurant; and

WHEREAS, on June 13, 2012, City Council, pursuant to Resolution No. 12-1520 authorized the approval to: (1) adopt revised Public/Private Partnership Program – Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) establish programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provision under chapter 380 of the Texas Local Government Code, (the "Act"); and

WHEREAS, on June 13, 2012, City Council elected to continue its participation in economic development loans and grants pursuant to Chapter 380 of the Texas Local Government Code by Resolution No. 12-1520, as amended; and

WHEREAS, on February 12, 2014, City Council authorized a Chapter 380 Forgivable Economic Development Loan Agreement in the amount of \$275,000 to Two Podner's Retail Eateries, LLC for gap financing to develop a 11,000 square foot commercial building located at 1441 Robert B. Cullum Boulevard in Dallas to expand Two Podner's Barbeque and Seafood Restaurant, which also included 6,500 square feet of new retail space by Resolution No. 14-0316; and

WHEREAS, on April 23, 2014, City Council authorized (1) a South Dallas/Fair Park Trust Fund Special Economic Development Loan Agreement with Two Podner's Retail Eateries, LLC in the amount of \$100,000 to partially underwrite the cost of development of an 11,000 square foot structure to be located at 1441 Robert B. Cullum Boulevard in Dallas, Texas to expand Two Podner's Barbeque and Seafood Restaurant and add 6,500 square feet of tenant space; and (2) an increase in appropriations in the amount of \$100,000, by Resolution No. 14-0691; and

WHEREAS, certain amendments to the Chapter 380 Forgivable Economic Development Loan are now necessary due to new project financing and a decrease in square footage.

NOW, THEREFORE,

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

January 11, 2017

Section 1. That the City Manager, upon approval as to form by the City Attorney, is authorized to execute an Amendment to the Chapter 380 Forgivable Loan Agreement to Two Podner's Retail Eateries, LLC, authorized by Resolution No. 14-0316 to: (1) decrease square footage of the commercial building located at 1441 Robert B. Cullum Boulevard in Dallas, Texas, from 11,000 square feet to 8,933 square feet; (2) increase conventional financing from original amount of \$1,000,000 to \$2,300,000; and (3) subordinate the City's lien position to the primary bank lender.

Section 2. That the project shall be 8,933 square feet in total. The space for the Two Ponder's restaurant shall be 6,743 square feet and the remaining 2,190 square feet, shall be occupied by other retail tenants, for a combined 8,933 square foot site.

Section 3. That the loan be secured by a subordinate lien on the real property. Loan is forgivable if development of site is completed within the three year period from date of Loan Agreement, subject to the terms and conditions of the Chapter 380 Forgivable Economic Development Loan agreement.

Section 4. That upon satisfactory completion of the project and compliance with the Chapter 380 Forgivable Economic Development Loan agreement, the lien may be released by the Director of City of Dallas Office of Economic Development. Time may be extended by the Director of City of Dallas, Office of Economic Development

Section 5. That all other terms of City Council Resolution No. 14-0316 shall remain the same.

Section 6. That nothing in this resolution shall be construed as a binding contract or agreement upon the City, that it is subject to available funding, and there will be no liability or obligation on the City until final contract documents are approved, executed and final closing complete.

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

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 1, 2, 7, 11, 14
DEPARTMENT: Mobility and Street Services
CMO: Jill A. Jordan, P.E., 670-5299
MAPSCO: 15P, Q, R 36K, P, T, X 44Y, Z 45Q, T, U, V, Z 46S, W

SUBJECT

Authorize a professional services contract with Kimley-Horn and Associates, Inc. for the engineering design services of on-street bicycle facilities at various locations (list attached) - Not to exceed \$171,000 - Financing: Current Funds

BACKGROUND

This item is moved forward on the addendum at the request of Council and was expedited to avoid further delays with implementation of the 2011 Dallas Bike Plan.

With the adoption of the 2011 Dallas Bike Plan, the City of Dallas committed to implementing an interconnected, dedicated on-street bicycle transportation network. To facilitate implementation of this plan, it became necessary to solicit qualified firms for the engineering design of on-street bicycle facilities. The consulting firm, Kimley-Horn and Associates, Inc. was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines. Kimley-Horn and Associates, Inc. will provide design and engineering consulting services for on-street bicycle facilities.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	February 2017
Complete Design	October 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

Current Funds - \$171,000

<u>Council District</u>	<u>Amount</u>
1	\$ 22,700
2	\$ 92,100
7	\$ 9,300
11	\$ 19,700
14	<u>\$ 27,200</u>
Total	\$171,000

MWBE/INFORMATION

See attached.

ETHNIC COMPOSITION

Kimley-Horn and Associates, Inc.

African-American Male	43	African-American Female	32
Hispanic Male	132	Hispanic Female	82
Other Male	134	Other Female	97
White Male	1,550	White Female	753

OWNER

Kimley-Horn and Associates, Inc.

John Atz, P.E., President, Chief Executive Officer

MAP

Attached.

On-Street Bicycle Facilities

<u>Council District</u>	<u>Location</u>	<u>Amount</u>
2	Akard Street	\$ 24,000
11	Alpha Road	\$ 19,000
2	Cadiz Street	\$ 15,500
2	Canton Street	\$ 15,500
14	Matilda Street	\$ 26,500
1	Eldorado Avenue	\$ 8,000
1	Elsbeth Street	\$ 6,500
2, 7	Ervay Street	\$ 29,500
2	St. Paul Street	\$ 15,500
1	Zang Boulevard	\$ 7,500
All	Project Mgmt/Admin.	<u>\$ 3,500</u>
	Total	\$171,000

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Kimley-Horn and Associates, Inc. for the engineering design services of on-street bicycle facilities at various locations (list attached) - Not to exceed \$171,000 – Financing: Current Funds

Kimley-Horn and associates Inc., is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$93,000.00	54.39%
Total non-local contracts	\$78,000.00	45.61%
TOTAL CONTRACT	\$171,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

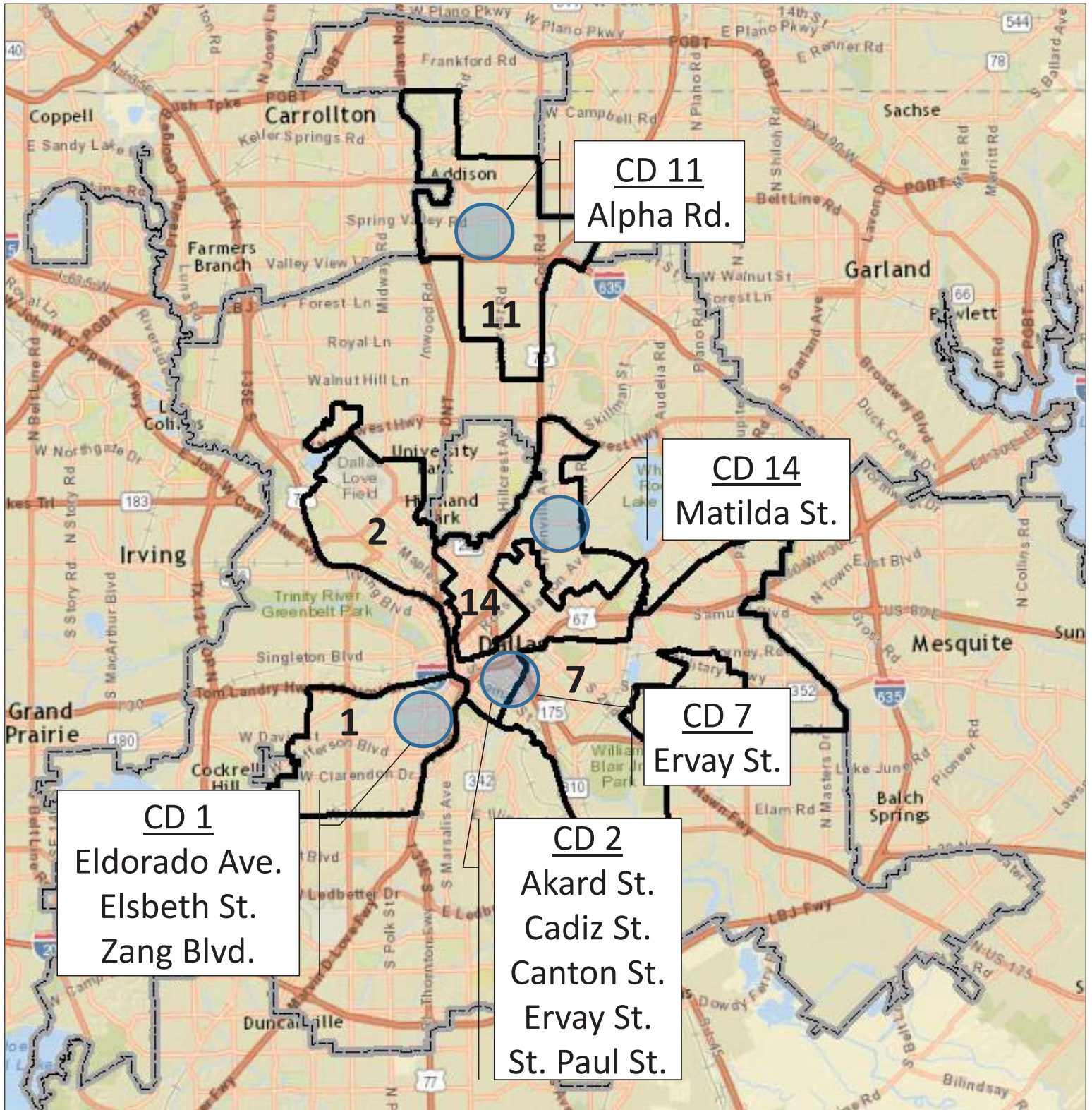
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Toole Design Group	WFDB61012N0917	\$78,000.00	100.00%
Total Minority - Non-local		\$78,000.00	100.00%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$78,000.00	45.61%
Total	\$0.00	0.00%	\$78,000.00	45.61%

On-Street Bicycle Facility Design Contract Initial Project Locations



MAPSCO: 15P,Q,R 36K,P,T,X 44Y,Z
45Q,T,U,V,Z 46S,W

January 11, 2017

WHEREAS, Kimley-Horn and Associates, Inc. was selected to provide the engineering design services for the on-street bicycle facilities; and,

WHEREAS, with the adoption of the 2011 Dallas Bike Plan, the City of Dallas committed to implementing an interconnected, dedicated on-street bicycle transportation network at various locations.

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 Kimley-Horn and Associates, Inc. for the engineering design services of on-street bicycle facilities at various locations, in an amount not to exceed \$171,000.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Current Funds	
Fund 0001, Department STS, Unit 1579, Act. HIBT	
Object 4111, Program #STCUR001, CT STSCUR001D1	
Vendor #135447, in an amount not to exceed	\$171,000

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): 2, 14

DEPARTMENT: Mobility and Street Services
Water Utilities

CMO: Jill A. Jordan, P.E., 670-5299
Ryan S. Evans, 671-9837

MAPSCO: 45L

SUBJECT

Authorize an increase to the contract with Tiseo Paving Company for additional and deductive work associated with installing the proposed 30-inch water main, modification to the traffic signal poles and other associated construction items needed to complete the Cesar Chavez Boulevard / Pearl Expressway project - Not to exceed \$19,079, from \$15,572,876 to \$15,591,955 - Financing: 2012 Bond Funds (-\$235,075), General Obligation Commercial Paper Funds (\$168,380), 2006 Bond Funds (-\$528,226), and Water Utilities Capital Construction Funds (\$614,000)

BACKGROUND

This item is submitted as an addendum item in order to avoid further construction delays on the Cesar Chavez Boulevard roadway construction project.

On September 28, 2011, Resolution No. 11-2548 authorized a construction contract with Tiseo Paving Company for street paving, storm drainage, streetscape, landscape, traffic signal, water and wastewater improvements on Cesar Chavez Boulevard and Pearl Expressway. This action will authorize a change order to the contract with Tiseo Paving Company for additional construction work needed to complete the project and construction cost increases due to delays resulting from unforeseen site conditions.

The change order items include (1) tunneling the proposed 30-inch water main across Elm Street, Main Street, Commerce Street and Pacific Avenue to clear existing conflicting utilities; (2) cost increases to some construction items resulting from delays experienced due to unforeseen site conditions such as large deposits of debris, a buried fuel tank which had to be removed and abandoned basement structures discovered during construction; (3) required modification to the traffic signal poles and electrical components; and (4) other associated construction items needed.

BACKGROUND (Continued)

This action will authorize deleting the existing pay items for Pearl Expressway between Live Oak Street and Pacific Avenue from this contract to pay for some additional construction items needed for this change order. Other existing pay items are being increased or reduced as needed to facilitate the completion of the project. The street improvements on Pearl Expressway between Live Oak Street and Pacific Avenue that are being deleted from this contract in order to create the needed capacity in the contract are planned to be constructed later as part of a separate contract. Construction along this section of Pearl Expressway was already on hold as the roadway is being redesigned to accommodate planned improvements to John W. Carpenter Park. The proposed redesign of Pearl Expressway will reduce the street cross-section from the originally planned six-lane divided roadway to a four-lane divided roadway. The proposed redesign will serve to slow vehicular traffic and create a more pedestrian friendly roadway conducive to the urban park environment envisioned for the future improved John W. Carpenter Park. Construction on Pearl Expressway is estimated to recommence mid 2017 and be complete an estimated six months later.

The breakdown for the amounts being reduced, increased, or deleted are as follows: (1) the paving, drainage, signal, landscaping and basement debris removal on Cesar Chavez Boulevard is being increased (\$168,379.55); (2) the water main work on Cesar Chavez Boulevard and on Pearl Expressway is being increased (\$614,000.00); (3) the paving, drainage, removal, signal, and landscaping on Pearl Expressway is being decreased (-\$492,408.00); (4) sidewalk quantities for work adjacent to Klyde Warren Park that was previously change ordered are being reduced (-\$235,074.71); (5) items of work on Taylor Street adjacent to Farmers Market that was previously change ordered are being reduced (-\$35,818.51).

ESTIMATED SCHEDULE OF PROJECT

Began Design	December 2007
Completed Design	June 2011
Began Construction	March 2012
Complete Construction	August 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract for engineering services for Cesar Chavez (formerly Central Street) on December 12, 2007, by Resolution No. 07-3794.

Authorized a professional services contract for engineering services for Pearl Expressway on April 23, 2008, by Resolution No. 08-1278.

Authorized approval of the recommended plan for the proposed alignment of Cesar Chavez (formerly Central Street) on April 22, 2009, by Resolution No. 09-1082.

Authorized a Development and Reimbursement Agreement with the Museum of Nature and Science on September 8, 2010, by Resolution No. 10-2321.

Authorized a construction contract with Tiseo Paving Company on September 28, 2011, by Resolution No. 11-2548.

Authorized Change Order No. 1 to the construction contract with Tiseo Paving Company on September 12, 2012, by Resolution No. 12-2309.

Authorized Change Order No. 3 to the construction contract with Tiseo Paving Company on March 26, 2014, by Resolution No. 14-0559.

Authorized Change Order No. 4 to the construction contract with Tiseo Paving Company on March 26, 2014, by Resolution No. 14-0560.

Authorized Change Order No. 7 to the construction contract with Tiseo Paving Company on April 22, 2015, by Resolution No. 15-0757.

Authorized Change Order No. 8 to the construction contract with Tiseo Paving Company on December 9, 2015, by Resolution No. 15-2274.

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

2006 Bond Program (General Obligation Commercial Paper Funds) - \$168,379.55

2006 Bond Funds - (\$528,226.51)

2012 Bond Funds - (\$235,074.70)

Water Utilities Capital Construction Funds - \$614,000.00

FISCAL INFORMATION (Continued)

Design	
Cesar Chavez and Pearl	\$ 1,732,954.22
Museum of Nature and Science Streetscape Improvements	\$ 148,500.00
Construction	
Paving & Drainage - STS	\$ 9,460,374.37
Water & Wastewater - DWU	\$ 3,013,544.94
Change Order No. 1	\$ 870,854.75
Change Order No. 2	\$ 49,500.00
Change Order No. 3	\$ 582,303.00
Change Order No. 4	\$ 776,713.30
Change Order No. 5	\$ 41,285.00
Change Order No. 6	\$ 0.00
Change Order No. 7	\$ 488,095.06
Change Order No. 8	\$ 290,205.57
Change Order No. 9 (this action)	<u>\$ 19,078.34</u>
Total Project Cost	\$17,473,408.55

Council District

Amount

2	\$ 9,539.17
14	<u>\$ 9,539.17</u>
Total	\$19,078.34

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Tiseo Paving Company

Hispanic Female	1	Hispanic Male	82
African-American Female	0	African-American Male	2
Other Female	0	Other Male	0
White Female	2	White Male	25

OWNER

Tiseo Paving Company

Arthur Tiseo, President

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase to the contract with Tiseo Paving Company for additional and deductive work associated with installing the proposed 30-inch water main, modification to the traffic signal poles and other associated construction items needed to complete the Cesar Chavez Boulevard / Pearl Expressway project - Not to exceed \$19,079, from \$15,572,876 to \$15,591,955 - Financing: 2012 Bond Funds (-\$235,075), General Obligation Commercial Paper Funds (\$168,380), 2006 Bond Funds (-\$528,226), and Water Utilities Capital Construction Funds (\$614,000)

Tiseo Paving Company is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$371,807.06	1,948.84%
Non-local contracts	(\$352,728.72)	(1,848.84%)
TOTAL THIS ACTION	\$19,078.34	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
WOE Construction	WFWB22300N0517	(\$134,235.00)	(36.10%)
Total Minority - Local		(\$134,235.00)	(36.10%)

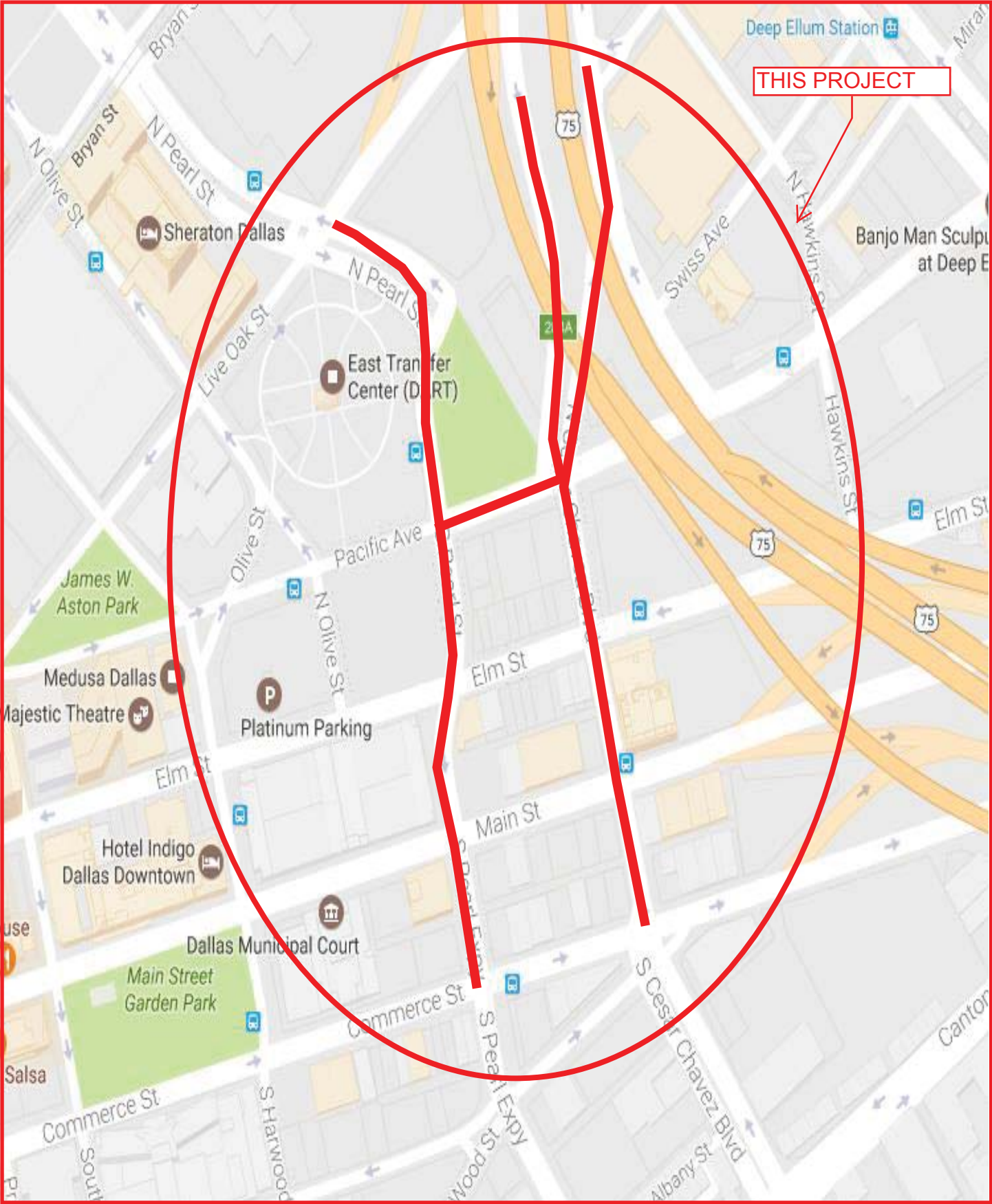
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Brock Environmental	WFWB96114Y1118	(\$5,582.00)	1.58%
Axis Contracting Inc.	WFDB96976Y0717	(\$212,419.72)	60.22%
Total Minority - Non-local		(\$218,001.72)	61.80%

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	(\$352,236.72)	(1,846.27%)	\$4,477,296.66	28.72%
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Total	(\$352,236.72)	(1,846.27%)	\$4,477,296.66	28.72%

CESAR CHAVEZ BOULEVARD AND PEARL EXPRESSWAY FROM COMMERCE STREET TO PACIFIC AVENUE



January 11, 2017

WHEREAS, on December 12, 2007, Resolution No. 07-3794 authorized a professional services contract with Jacobs Engineering Group, Inc. for the design of Cesar Chavez Boulevard (formerly Central Expressway) from Commerce Street to Live Oak Street; and,

WHEREAS, on April 23, 2008, Resolution No. 08-1278 authorized a professional services contract with EJES, Inc. for the design of Pearl Expressway from Commerce Street to Live Oak Street; and,

WHEREAS, on April 22, 2009, Resolution No. 09-1082 authorized approval of the recommended plan for the proposed alignment of Cesar Chavez Boulevard (formerly Central Expressway) from Commerce Street to Live Oak Street from its current alignment to the proposed alignment; and,

WHEREAS, on September 8, 2010, Resolution No. 10-2321 authorized a Development and Reimbursement Agreement with the Museum of Nature and Science, an independent, 501(c)(3) non-profit foundation for the design and construction of streetscape improvements in the City's right-of-way along Field Street and the Woodall Rodgers Expressway access road, and reimbursement of engineering and design fees to the Museum of Nature and Science; and,

WHEREAS, on September 28, 2011, Resolution No. 11-2548 authorized a construction contract with Tiseo Paving Company for the construction of street paving, storm drainage, streetscape, traffic signal upgrades, water and wastewater main improvements for Cesar Chavez Boulevard (Central Expressway) from Commerce Street to Live Oak Street and Pearl Expressway from Commerce Street to Live Oak Street in the amount of \$12,473,919.31; and,

WHEREAS, on September 12, 2012, Resolution No. 12-2309 authorized Change Order No. 1 to the construction contract with Tiseo Paving Company for additional streetscape improvements on Broom Street from North Field Street to Laws Street for the Museum of Nature and Science in the amount of \$870,854.75, from \$12,473,919.31 to \$13,344,774.06; and,

WHEREAS, on October 10, 2013, Administrative Change Order No. 13-2198 authorized Change Order No. 2 to the construction contract with Tiseo Paving Company for additional streetscape improvements on Woodall Rodgers Freeway service road from North Harwood Street to Olive Street in the amount of \$49,500.00, from \$13,344,774.06 to \$13,394,274.06; and,

January 11, 2017

WHEREAS, on March 26, 2014, Resolution No. 14-0559 authorized Change Order No. 3 to the construction contract with Tiseo Paving Company for additional sidewalk improvements on Woodall Rodgers Freeway service road at Pearl Expressway, and the installation of new communication cables and traffic signal upgrades at Pearl Expressway and Cesar Chavez Boulevard in the amount of \$582,303.00, from \$13,394,274.06 to \$13,976,577.06; and,

WHEREAS, on March 26, 2014, Resolution No. 14-0560 authorized Change Order No. 4 to the construction contract with Tiseo Paving Company for additional street improvements on Taylor Street from Cesar Chavez Boulevard to Pearl Expressway at Farmers Market in the amount of \$776,713.30, from \$13,976,577.06 to \$14,753,290.36; and,

WHEREAS, on October 20, 2014, Administrative Change Order No. 14-1739 authorized Change Order No. 5 to the construction contract with Tiseo Paving Company to build and remove a temporary loading dock on Taylor Street from Cesar Chavez Boulevard to Pearl Expressway at Farmers Market in the amount of \$41,285.00, from \$14,753,290.36 to \$14,794,575.36; and,

WHEREAS, on January 29, 2015, Administrative Change Order No. 15-0221 authorized Change Order No. 6 to the construction contract with Tiseo Paving Company to reduce and add pay items for work on Taylor Street from Cesar Chavez Boulevard to Pearl Expressway at Farmers Market in the amount of \$0.00, and the contract amount will not increase; and,

WHEREAS, on April 22, 2015, Resolution No. 15-0757 authorized Change Order No. 7 to the construction contract with Tiseo Paving Company to construct a 24-inch water main along Pacific Avenue from Pearl Expressway to Cesar Chavez Boulevard in the amount of \$488,095.06, from \$14,794,575.36 to \$15,282,670.42; and,

WHEREAS, on December 9, 2015, Resolution No. 15-2274 authorized Change Order No. 8 to the construction contract with Tiseo Paving Company for additional and deductive work associated with the excavation of trash and debris in abandoned basement structures discovered during construction along Cesar Chavez Boulevard between Commerce Street and Pacific Avenue and replacement with select fill material suitable for a roadway base in the amount of \$290,205.57, from \$15,282,670.42 to \$15,572,875.99; and,

January 11, 2017

WHEREAS, it is now necessary to authorize Change Order No. 9 to the construction contract with Tiseo Paving Company for additional and deductive work associated with installing the proposed 30-inch water main, modification to the traffic signal poles and other associated construction items needed to complete the Cesar Chavez Boulevard / Pearl Expressway project in the amount of \$19,078.34, from \$15,572,875.99 to \$15,591,954.33.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute Change Order No. 9 to the construction contract with Tiseo Paving Company for additional and deductive work associated with installing the proposed 30-inch water main, modification to the traffic signal poles and other associated construction items needed to complete the Cesar Chavez Boulevard/Pearl Expressway project in the amount of \$19,078.34, from \$15,572,875.99 to \$15,591,954.33, after it has been approved as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Street and Transportation Improvements Fund Fund 4T22, Department STS, Unit U779, Act. THRF Obj. 4510, Program #PB06U779, CT PBW06U779L1 Vendor #011466, in an amount not to exceed	\$168,379.55
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Farmers Market Fund Fund 7T40, Department PBW, Unit T820, Act. FMIM Obj. 4510, Program #PB06T820, CT PBW06U779L1 Vendor #011466, in an amount not to exceed	(\$35,818.51)
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Street and Transportation Improvements Fund Fund 8T22, Department PBW, Unit U798, Act. THRF Obj. 4510, Program #PB06U798, CT PBW06U779L1 Vendor #011466, in an amount not to exceed	(\$492,408.00)
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Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S414, Act. SIDI Obj. 4530, Program #PB12S414, CT PBW06U779L1 Vendor #011466, in an amount not to exceed	(\$235,074.70)
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January 11, 2017

Water Construction Fund	
Fund 0102, Department DWU, Unit CW42	
Obj. 4550, Program #710047, CT DWU710047CP	
Vendor #011466, in an amount not to exceed	<u>\$614,000.00</u>
Total in an amount not to exceed	\$ 19,078.34

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

KEY FOCUS AREA: E-Gov
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Office of Financial Services
CMO: Elizabeth Reich, 670-7804
MAPSCO: N/A

SUBJECT

A resolution suspending the effective date of the rate filing made by Oncor Electric Delivery Company LLC on December 16, 2016 for an additional 90 days - Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum as moved forward based on the Budget, Finance, and Audit Committee on January 3, 2017.

Oncor Electric Delivery Company LLC ("Oncor" or "the Company") filed an application on or about December 16, 2016 with the City of Dallas seeking to implement proposed Tariff for Retail Delivery Services Section 6.1.1.1.8.2 Lighting Service. The Company asks the City to approve the new tariff to provide for an option for LED street lighting within the City of Dallas.

This resolution suspends the January 23, 2017 effective date of the Company's rate request for the maximum period permitted by law to allow the City to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine if the requested rates are appropriate.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item was provided to the Budget, Finance, and Audit Committee on January 3, 2017.

FISCAL INFORMATION

No cost consideration to the City

January 11, 2017

WHEREAS, on or about December 16, 2016, Oncor Electric Delivery Company LLC (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Dallas a Statement of Intent Tariff for Retail Delivery Service Section 6.1.1.1.8.2 Lighting Service in the City of Dallas effective January 22, 2017; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the suspension of the effective date is necessary to provide the City sufficient time to adequately review the proposed tariff; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

NOW, THEREFORE,

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

SECTION 1. That the January 22, 2017 effective date of the rate request submitted by Oncor on or about December 16, 2016, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 3. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 4. A copy of this resolution shall be sent to Oncor, care of Don J. Clevenger, Oncor Electric Delivery Company, 1601 Bryan St., Suite 22-070, Dallas, Texas 75201.

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.

ADDENDUM ITEM # 7

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

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: 21B-M, R, V, 22J, N, S

SUBJECT

Authorize **(1)** a fifteen-year concession contract, with one five-year renewal option, with Elm Fork Clay Sports, Incorporated for management, operation and development of the Elm Fork Shooting Range (shotgun area) located at 10751 Luna Road with an Estimated Annual Revenue of \$163,724; and **(2)** a fifteen-year concession contract, with one five-year renewal option, with Elm Fork Rifle and Pistol, Incorporated for management, operation and development of the Elm Fork Shooting Range (rifle and pistol range area) located at 10751 Luna Road with an Estimated Annual Revenue of \$106,276 - Total Estimated Annual Revenue: \$270,000

BACKGROUND

Department staff was working with the City Attorney's Office, Office of Environmental Quality and the Concessionaire to finalize contract documents for the Elm Fork Clay Sports, Inc. (shotgun) and the Elm Fork Rifle and Pistol, Inc. which was not completed in time to make the agenda.

The Elm Fork Shooting Range is divided into two components. One area of the range is for rifle and pistol shooting, and the other area is for shotgun. On August 13, 2003, the City, Resolution No. 03-2166, authorized a ten-year contract with one five-year renewal option with Elm Fork Shooting Park, Incorporated to manage and operate both areas of the shooting range.

On February 11, 2004, Administrative Action No. 15-1683, authorized Supplemental Agreement No. 1 to assign the shotgun range area of the shooting park from Elm Fork Shooting Park, Inc. to Elm Fork Clay Sports, Inc. On November 7, 2007, Administrative Action No. 07-3415, authorized Supplemental Agreement No. 2 to assign the rifle and pistol range area of the shooting park from Elm Fork Shooting Park, Inc. to Elm Fork Rifle and Pistol, Inc. Scott Robertson is the President of both entities operating and managing the two shooting ranges.

BACKGROUND (Continued)

On September 20, 2011, Administrative Action No. 11-3090, authorized Supplemental Agreement No. 3 for the purpose of allowing Concessionaire to utilize a percentage of the gross receipts being deposited in a revenue retention fund for future improvements to the premises; and on October 9, 2013, Administrative Action No. 13-6618, authorized an extension to the contract was extended for a period of five years. Its current end date is October 31, 2018.

Over the last eleven years, Mr. Robertson has made significant safety and environmental improvements and financial investments in property and building upgrades and enhancements to both ranges. This has made the Elm Fork Shooting Ranges a destination for outdoor enthusiasts, which has created opportunities for several events to be scheduled throughout the year. He has also worked with various government and law enforcement agencies to provide the ranges as training facilities including law enforcement agencies and the Department of Homeland Security, specifically the FFDO (Federal Flight Deck Officers) and FAMS (Federal Air Marshal Service).

Mr. Robertson is requesting consideration of new contracts in consideration of the primary needs: 1) need to complete repairs to the premises due to flooding in 2015 which will require substantial funds to facilitate needed repairs; 2) ability to secure reasonable financing from the lending source; and 3) complete planned capital improvements which are estimated at around \$2 million dollars including, but not limited to, constructing new clubhouses including office and restaurant space, constructing new picnic areas, new parking and 1.2 miles of concrete trails.

In order to allow time to make these improvements and recoup the required financial investment, approval of new fifteen-year, with one (1) five-year renewal option, contracts are being requested.

Proposed Contract Deal Points:

City Obligations:

1. City shall maintain the entrance road to the Premises leading to the parking lots of both the Clay and Shotgun Premises and the Rifle and Pistol Premises.
2. City shall trim any and all trees necessary to maintain safe entry onto the Premises and shall provide trees for planting as required.
3. In the event that operations are forced to close due to unavoidable circumstances for a period of at least 15 days, City shall waive its required commissions for the same number of days as operations were closed beginning on the day that operations can resume.

BACKGROUND (Continued)

4. City may review any and all services performed by the Concessionaire and shall have the right to audit, at reasonable times and upon reasonable notice, all of the Concessionaire's records and billing relating to the performance of the Agreements.

Concessionaire Obligations:

1. Concessionaire shall raise monies to fund improvements to the Premises. Concessionaire shall on a monthly basis pay to the City a percentage of gross receipts.
2. Concessionaire will enter into (in its own name) and perform all contracts necessary to fully complete the improvements.
3. City shall have no liability for any claims that may arise out of design or construction of the improvements.
4. The Director of the Park and Recreation Department, or his designated representative (Director) has the right to review and approve the selection of any design consultants, contractors, and subcontractors used on the improvements.
5. Fee simple title to the improvements, when made, shall automatically vest in the City without any further actions by either party.
6. Concessionaire shall be responsible for actions and cost associated with the operation, management and maintenance of the improvements.
7. Concessionaire shall submit annually an Examination-Level Attestation Report from an independent auditor/accountant, performed in accordance with the attestation standards established by the American institute of Certified Public Accountants.
8. Concessionaire shall be allowed to host events in which alcohol is sold provided the caterer has provided a valid license from the Texas Alcoholic Beverage Commission, the Premises has been closed to general public for the time of the event, and all firearms owned by both the Concessionaire and private citizens have been locked away and secured.
9. Concessionaire has reviewed the City's environmental policy and shall adhere to the policy including being responsible to submit a Lead Reclamation Plan and submittal of document pertaining to that plan.
10. Concessionaire will annually submit a full operating budget.

BACKGROUND (Continued)

Concessionaire Obligations: (Continued)

11. Concessionaire shall not assign or sublet any part of the Agreements or the concession rights without the express prior written approval of the Director.
12. Concessionaire shall not mortgage, pledge, or otherwise encumber its rights and interests under the Agreements to secure financing.
13. Concessionaire shall purchase and maintain insurance in accordance with contractual requirements.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item was deferred by the Park and Recreation Board on December 17, 2015.

The Park and Recreation Board was briefed on January 7, 2016.

On September 15, 2016, the Park and Recreation Board authorized a fifteen-year, plus one five-year renewal concession contract with Elm Fork Clay Sports, Incorporated.

On September 15, 2016, the Park and Recreation Board authorized a fifteen-year, plus one five-year renewal concession contract with Elm Fork Rifle and Pistol, Incorporated.

Council was briefed by memorandum regarding this matter on September 30, 2016.

Information about this item was provided to the Quality of Life & Environment Committee on October 10, 2016.

FISCAL INFORMATION

Total Estimated Annual Revenue: \$270,000

OWNERS

Elm Fork Clay Sports, Inc.

Scott Robertson, President

Elm Fork Rifle and Pistol, Inc.

Scott Robertson, President



Mapsco CD
 21B M R V 6
 22 J N S

January 5, 2017

Elm Fork Shooting Sports 10751 Luna Road



January 11, 2017

WHEREAS, the City Charter provides for the Park and Recreation Board to grant contracts and agreements with park facilities with such terms and conditions as it shall deem proper; and

WHEREAS, the City owns approximately 467 acres of land located in Dallas, Dallas County, Texas, at 10751 Luna Road (“Premises”) in the L.B. Houston Park; and

WHEREAS, pursuant to Resolution No. 03-2166, the City and Elm Fork Shooting Park Inc. entered into a concession contract on August 13, 2003 (“Concession Contract”) for a term of ten years ending on October 31, 2013 with one five-year option to renew; and

WHEREAS, the Concession Contract was entered into between the City and Elm Fork Shooting Park Inc. for Elm Fork Shooting Park Inc. to manage and operate the Premises in accordance with the Concession Contract; and

WHEREAS, the City and Elm Fork Shooting Park Inc. entered into Supplemental Agreement No. 1 by Administrative Action No. 15-1683 dated February 11, 2004 whereby City consented to Elm Fork Shooting Park Inc. assigning the clay and shot gun portion of the Premises to Elm Fork Clay Sports Inc.; and

WHEREAS, the City and Elm Fork Shooting Park Inc. entered into Supplemental Agreement No. 2 by Administrative Action No. 07-3415 dated October 24, 2007 whereby City consented to Elm Fork Shooting Park Inc. assigning the rifle and pistol portion of the Premises to Elm Fork Rifle and Pistol, Inc.; and

WHEREAS, the City and Elm Fork Shooting Park Inc. entered into September 20, 2011, Administrative Action No. 11-3090, authorized Supplemental Agreement No. 3 for the purpose of allowing Concessionaire to utilize a percentage of the gross receipts being deposited in a revenue retention fund for future improvements to the premises; and

WHEREAS, pursuant to Administrative Action No. 13-6618, the Concession Contract was extended for an additional five years ending on October 31, 2018; and

WHEREAS, the parties agree and desire to terminate the five-year extension of the Concession Contract upon the execution of this Agreement and for this Agreement to supersede the prior Concession Contract, including any renewals or supplements.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

January 11, 2017

SECTION 1. That the City Manager is authorized to execute concession contracts with Elm Fork Clay Sports, Inc. in the amount of \$163,724.00 and Elm Fork Rifle and Pistol, Inc. in the amount of \$106,276.00 for management and operation of the Elm Fork Gun Ranges for a term of fifteen-years with one five-year renewal option each, for an estimated annual net revenue amount of \$270,000.00, upon approval as to form by the City Attorney.

SECTION 2. That the President of the Park and Recreation Board and the City Manager are authorized to execute the concession contracts after approval as to form by the City Attorney.

SECTION 3. That the City of Dallas shall receive a percentage of gross revenues.

SECTION 4. That the Chief Financial Officer is hereby authorized to receive and deposit funds from these contracts in Fund 0641, Department PKR, Unit 8018, Revenue Source 8481 in a total estimated annual net revenue amount of \$270,000.00.

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): 4

DEPARTMENT: Sustainable Development and Construction
Code Compliance

CMO: Mark McDaniel, 670-3256
Joey Zapata, 670-3009

MAPSCO: 64H

SUBJECT

Authorize a five-year lease agreement with SPCA of Texas, Inc. for the continued use of approximately 6,000 square feet of office space located at 4830 Village Fair Drive, to be used as a low cost spay/neuter and pet wellness clinic for the period January 12, 2017 through January 11, 2022 - Annual Revenue: \$1,992

BACKGROUND

This item is on the addendum because additional review time was required. This item authorizes a five-year lease agreement with SPCA of Texas, Inc. for approximately 6,000 square feet of office space located at 4830 Village Fair Drive. This lease will provide for the continued use of a pet wellness center and a low cost spay/neuter clinic.

SPCA of Texas, Inc. is affiliated with the SPCA, a large, state-wide animal welfare organization.

The lease will begin on January 12, 2017 through January 11, 2022.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a lease agreement on January 11, 1995, by Resolution No. 95-0220.

Authorized an assignment of lease on August 26, 1998, by Resolution No. 98-2490.

Authorized a lease agreement on August 11, 1999, by Resolution No. 99-2290.

Authorized an assignment of lease on March 28, 2001, by Resolution No. 01-0988.

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

Authorized an assignment of lease on January 11, 2006, by Resolution No. 06-0121.

The Economic Development Committee will be briefed by memorandum regarding this item.

FISCAL INFORMATION

Annual Revenue: \$1,992.00

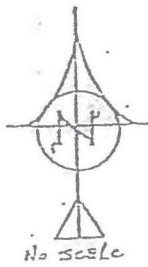
OWNER

SPCA of Texas, Inc.

James Bias, Director

MAP

Attached



ANN ARBOR AVENUE

R.L. THORNTON FREEWAY

FAIR DRIVE

VILLAGE

B/5992

ROCKPORT DRIVE

I.H. 35E

S.H. LOOP 12

 Lease Premises

January 11, 2017

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 lease agreement (the "Lease") between SPCA of Texas, Inc., a Texas non-profit corporation, or its successor and assigns, as tenant, hereinafter referred to as "Lessee", and the City of Dallas, as landlord, hereinafter referred to as "City" for approximately 6,000 square feet of office space located at 4830 Village Fair Drive, Dallas, Dallas County, Texas ("Premises") to be used as a low-cost spay/neuter clinic for the City of Dallas.

Section 2. That the special terms and conditions of the lease are:

- a) The lease is for a term of five (5) years beginning January 12, 2017 and ending January 11, 2022.
- b) Monthly rental payments during the term shall be as follows:

January 12, 2017 – January 11, 2022	\$166.00 per month
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- c) The Landlord shall pay all real estate taxes on the Premises during the lease term.
- d) Lessee shall pay the cost of all utility services and initial connection charges, and including but not limited to, all charges for gas, water and electricity serving the Premises.
- e) Lessee shall be responsible for the installation, maintenance and expense of its own telephone, communication and security services to the Premises.
- f) Lessee shall pay all charges for sanitation and janitorial services to the Premises and repair and maintenance of common areas, including without limitation parking areas.
- g) Lessee shall be responsible for the installation, maintenance and expense of any outdoor signage.
- h) Lessee shall be responsible for all advertising and promotional expenses and all recruiting, training and travel expenses for veterinarian.
- i) Lessee shall establish an initial working capital reserve of approximately \$50,000.00 to pay all costs of operating the clinic, including, but not limited to: (1) personnel salaries and related payroll expenses; (2) all utility charges; and (3) maintenance and repair costs. In addition, Lessee shall provide for the short-fall between revenue and operating expenses.

January 11, 2017

- j) Lessee agrees to perform the services as an independent contractor and not as an agent or employee of City.
- k) Lessee is required to submit an annual report to the Director of Code Compliance or designee by the first day of September which shall include the following:
 - a) number of surgeries provided for animals adopted from the City's Animal Shelter (s).
 - b) number of low-cost and free services provided to clients through internal funding programs.
 - c) number of free sterilizations provided for feral cats provided by the Lessee through their partners.
- l) Lessee agrees that the Premises shall be used by Lessee for the following purposes in compliance with applicable law and licenses relating to the conduct of Lessee's activities on the Premises, all in accordance with the standards and practices followed by Lessee in its operation of similar facilities in the State of Texas:
 - a) Operation of a low cost spay/neuter clinic and operation and maintenance of a free and low cost animal wellness clinic providing vaccinations, heartworm testing and prevention, feline leukemia and feline aids testing, flea/tick prevention, leashes, collars, tags, and identification services for dogs and cats belonging to the general public and Dallas Animal Services.
 - b) The clinic shall be open a minimum of four (4) days per week, excluding holiday weeks. The hours shall include access to drop off and pick up at least one day per week starting at 7:00 a.m. and one evening pick up per week through 6:00 p.m. The clinic will be open at least one weekend day per month.
 - c) Lessee agrees that any changes to prices and services provided on Exhibit C, must be authorized by City of Director of Code Compliance or designee on a yearly basis.
 - d) Lessee shall perform a minimum of 6,000 spay/neuter surgeries per year, to be re-assessed after initial term of lease.

January 11, 2017

- e) For high-risk clients that are slow to recover post-surgery, Lessee shall contact the owner and arrange an overnight stay at a 24 hour emergency veterinarian, the cost of which shall be given on a list of full-service and emergency veterinarians upon check-out. Each client at checkout, both via verbal check-out and written surgical aftercare instructions, shall be advised of symptoms and signs that would necessitate a visit to an emergency veterinarian. The listed emergency clinics shall have SPCA's Medical Services Administrator's contact information on file so that clients are not required to pay for after-hours care for their animals when the SPCA of Texas clinics are closed. The Dallas SPCA of Texas clinics shall provide walk-in incision and post-surgical rechecks at no cost to the owner during business hours Monday through Saturday.
- f) Lessee shall be a vendor for pet registration at the clinic and submit rabies certificates to petlicense@dallascityhall.com on a weekly basis.
- g) The following services shall be added by Lessee:
 - (i) deceased pet drop off with free pick up by city services
 - (ii) euthanasia services for ill/injured pets
 - (iii) vaccination, deworming, micro chipping, heartworm and flea treatments
 - (iv) parvo/mange treatments
 - (v) wound triage
 - (vi) x-rays

Additional services may be added with notification to Director of Code Compliance or designee.

- m) Lessee agrees to make all improvements and repairs to the Premises and all other improvements, repairs and maintenance necessary to keep the Premises safe and in good condition and repair (ordinary wear and tear expected), at no expense to City and that City shall be absolutely exempt from making any improvements or repairs, or undertaking any maintenance to the Premises or other appurtenances during the Term.
- n) Lessee agrees to allow City, upon reasonable prior notice to Lessee, to inspect Premises during Lessee's normal business hours at City's discretion, to ensure compliance with Lessee's maintenance responsibilities set out in this lease.

January 11, 2017

- o) Lessee agrees to allow City, upon reasonable prior notice to Lessee, to inspect Premises during Lessee's normal business hours at City's discretion, to ensure compliance with Lessee's maintenance responsibilities set out in this lease.
- p) Lessee shall comply with all State, Federal and local laws, ordinances, rules and regulations and all provisions of the City of Dallas Charter and Code applicable to the Premises because of Lessee's use of the Premises during the Term.
- q) Lessee shall obtain and pay for all licenses, permits and certificates required by statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.
- r) Lessee assumes all liability resulting from any and all environmental contamination in the building or on the grounds that is introduced to the Premises, building or grounds by Lessee, its agents employees, clients or contractors. Lessee shall not be responsible for any loss, liability, claim or expense resulting from, or for compliance with any law, order or directive relating to, any environmental contamination or hazardous substances that existed on, in or under the Premises, building or grounds prior to the commencement of the Term.
- s) Lessee shall not assign this lease or sublet the Premises or any part thereof without the prior written consent of City.
- t) Lessee shall not make leasehold improvements to the Premises without the review and approval by the City, which consent shall not be unreasonably withheld. All leasehold improvements to be made by Lessee shall be made in a good and workmanlike manner.
- u) Lessee shall not occupy or allow the Premises to be occupied for any business or purpose deemed extra hazardous because of the threat of fire or otherwise.
- v) Lessee shall pay, before they are delinquent, all real estate taxes pertaining to the Premises during the Lease Term. Lessee may, however, contest and dispute any real estate taxes, at Lessee's sole expense; in such case(s), the disputed item(s) need not be paid until finally adjudged as valid.
- w) Such other terms and requirements of the lease and/or disclaimers as the City deems necessary, convenient or appropriate.

Section 3. That the Chief Financial Officer is hereby authorized to receive and deposit funds from Lease Agreement in Fund 0001, Dept. DEV, Unit 1181, Revenue Source 8410.

January 11, 2017

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

APPROVED AS TO FORM
LARRY E. CASTO, City Attorney

BY: _____
Assistant City Attorney



EXHIBIT C
PRICING SHEET

**CANINE
SPAY
(FEMALE)**

All prices include
post-operative pain control

Weight Range	Cost
3-30 lbs	\$60
31-69 lbs	\$70
70+ lbs	\$80

**CANINE
NEUTER
(MALE)**

All prices include
post-operative pain control

Weight Range	Cost
3-30 lbs	\$55
31-69 lbs	\$65
70+ lbs	\$75

**FELINE
SPAY
(FEMALE)**

All prices include
post-operative pain control

Feline Spay	\$55
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**FELINE
NEUTER
(MALE)**

All prices include
post-operative pain control

Feline Neuter	\$50
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- For your pet's safety, all animals 5 years and older will receive pre-Anesthesia blood work at a cost of \$60.
- If the pet you bring in to be spayed or neutered is pregnant, in heat or is a cryptorchid male (un-descended testicles), you may be charged additional fees ranging from \$22 to \$60.

Required Vaccinations (or proof of) for Surgery Patients:

Cost

EXHIBIT C

Rabies (Canines & Felines)	\$10
Distemper/Parvo (Canines)	\$12
FVRCP (Felines)	\$12

Optional Vaccines Available:

	Cost
Bordatella (Canines)	\$15
Lepto 4 (Canines)	\$15
Canine Influenza (Canines)	\$15
FeLv (Felines)	\$15

Teeth Cleaning

Our teeth cleaning service includes anesthesia, scaling and polishing of your pet's teeth. Please note, we cannot remove or repair broken teeth.

In addition, animals undergoing a teeth cleaning must be under the age of 7 years and undergo a physical exam prior to scheduling a teeth cleaning appointment.

Teeth Cleaning Pricing:

	Cost
Felines	\$145
Canines (2-24 lbs)	\$158
Canines (25-49 lbs)	\$183
Canines (50 lbs & up)	\$209

Vaccine Packages

Please bring a fecal sample with you to your pet's appointment. Packages are subject to change pending the veterinarian's recommendation.

EXHIBIT C

CANINE PACKAGE FELINE PACKAGE

If no prior vaccine history, we will recommend boosters in 3-4 weeks

If no prior vaccine history, we will recommend boosters in 3-4 weeks

Office Visit/Exam	\$35	Office Visit/Exam	\$35
Rabies Vaccine	\$10	Rabies Vaccine	\$10
Distemper/Parvo Vaccine	\$12	FVRCP Vaccine	\$12
Bordatella Vaccine	\$15	FeLV Vaccine	\$15
Heartworm Cite Test	\$25	Fecal Flootation Test	\$18
Fecal Flootation Test	\$18		
Sub-Total	\$115	Sub-Total	\$90
15% Savings	-\$17.25	15% Savings	-\$13.50
* Cost: \$97.75		Cost: \$76.50	

Individual Pricing

	Cost
Office Visit/Exam	\$35
Office Visit/Re-Check Exam	\$25
Microchip	\$25
Nail Trim	\$10
Rabies Vaccine (Feline and Canine)	\$10
Owner Requested Euthanasia	\$75

EXHIBIT C

*Euthanasia services only available at the Mary Spencer & Myron Martin Clinics.

An exam fee of \$35 may be required in addition to the services below:

	Cost
Bordatella Vaccine	\$15
Distemper/Parvo Vaccine	\$12
Lepto4	\$15
FVRCP Vaccine	\$12
FelV Vaccine	\$15
FelV / FIV Combo Test	\$35
Fecal Flootation Test	\$18
Heartworm (Feline & Canine)	\$25

Free Heartworm testing w/purchase of 12 months heartworm prevention!

An office visit/exam fee of \$35 and an anesthesia fee of \$40 may be required in addition to the services below:

X-Ray	\$75
X-Ray Additional Views	\$40

Heartworm & Flea Control

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 14
DEPARTMENT: Sustainable Development and Construction
CMO: Mark McDaniel, 670-3256
MAPSCO: 45K L

SUBJECT

An ordinance abandoning a sanitary sewer easement to 2000 Ross Avenue LP, the abutting owner, containing approximately 329 square feet of land, located near the intersection of Ross Avenue and Harwood Street - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item is on the addendum because additional review time was required. This item authorizes the abandonment of a sanitary sewer easement to 2000 Ross Avenue LP, the abutting owner. The area will be included with the property of the abutting owner for a mixed-use development. 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)

The Economic Development Committee will be briefed by memorandum regarding this item.

FISCAL INFORMATION

Revenue: \$5,400, plus the \$20 ordinance publication fee

OWNER

2000 Ross Avenue LP

2000 Ross Avenue GP LLC

Scott McDonald, Vice President

MAP

Attached

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of portion of a sanitary sewer easement, located in City Block 245 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to 2000 Ross Avenue 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 2000 Ross Avenue LP, a Delaware 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 (\$5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

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

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

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

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

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

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, 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 as a condition of this abandonment and as part of the consideration for the quitclaim made herein **GRANTEE** shall retain the wastewater easement until the wastewater main is abandoned and disconnected.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

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

APPROVED AS TO FORM:

LARRY E. CASTO

City Attorney

DAVID COSSUM

Director of Department of Sustainable
Development and Construction

BY *Benjamin N. Spahr II*
Assistant City Attorney

BY *Laura Williams*
SOL Assistant Director

Passed _____.

EXHIBIT A

Being an easement for a 6-inch sanitary sewer, by use and occupation, having no specified width, situated in the JOHN GRIGSBY LEAGUE AND LABOR SURVEY, Abstract No. 495, City of Dallas, Dallas County, Texas, said 6-inch sanitary sewer being shown on City of Dallas Water Utility Engineers Drawing 411Q-1599, Sheet 154, as found in the City of Dallas Water Utility Archive Vault, currently located at 320 E. Jefferson Boulevard, Room 215, Dallas, Texas, said 6-inch sanitary sewer being in a called 2.6610 acre tract of land in Block 245 as described in Special Warranty Deed to 2000 Ross Avenue L.P., being recorded in Instrument No. 201400218515, Official Public Records, Dallas County, Texas, said 6-inch sanitary sewer location being more particularly described by metes and bounds as follows:

COMMENCING at a mark "X" found in concrete (control monument) for south corner of said Block 245 at the intersection of the northwest right-of-way line of San Jacinto Street (having a 55 foot right-of-way) and the northeast right-of-way line of North Harwood Street (having a 60 foot right-of-way) and then run North 45°00'00" West (basis for bearings per deed call) along the southwest line of said Block 245 and said northeast right-of-way line of North Harwood Street a distance of 173.69 feet to the southwest and **BEGINNING** of easement being abandoned, from which a mark "X" found in concrete (control monument) for the west corner of said Block 245 bears North 45°00'00" West, a distance of 176.30 feet.

THENCE North 44°09'00" East, departing said southwest line of Block 245 and said northeast right-of-way line of North Harwood Street, along the centerline of said easement to be abandoned, a distance of 329.34 feet to the northeast and **ENDING** point of said easement being abandoned and being in the northeast line of said Block 245 and being in the southwest right-of-way line of North Olive Street (having a 60 foot right-of-way).

Basis for bearings is deed call (North 45°00'00" West) along the southwest line of the 2.6610 acre tract described in the deed to 2000 Ross Avenue LP as recorded in Instrument No. 201400218515 of the Official Public Records of Dallas County, Texas

(For SPRG use only)
Reviewed By: David Scott
Date: 10-7-16
SPRG NO: 3710

JAMES PAUL WARD
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5606
801 CHERRY STREET, UNIT 11
SUITE 950
FORT WORTH, TEXAS 76102
PH. 817-335-6511
paul.ward@kimley-horn.com



**SANITARY SEWER EASEMENT
ABANDONMENT**

2.6610 ACRES CITY OF DALLAS BLOCK 245
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»»Horn

801 Cherry Street, Unit 11, # 950 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

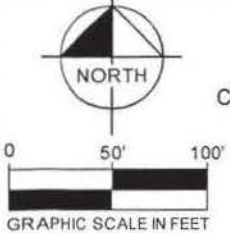
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	JPW	DAB	09/30/2016	068213035	1 OF 2

Paul Ward 10-5-2016

EXHIBIT A

NORTH HARWOOD STREET DEDICATED B

- ① VOLUME 750, PAGE 122
- ② VOLUME 750, PAGE 119
- ③ VOLUME 750, PAGE 120
- ④ VOLUME 750, PAGE 129
- ⑤ VOLUME 750, PAGE 131
- ⑥ VOLUME 750, PAGE 132
- ⑦ VOLUME 750, PAGE 134



TRACT 1
2.182 ACRES
TO
CRESCENT ROSS AVENUE
INVESTORS LLC
INSTRUMENT NO.
201100093734
OPRDCT

CITY OF DALLAS
BLOCK 529

ROSS AVENUE
(80' RIGHT OF WAY)

CITY OF DALLAS
BLOCK 251

NORTH OLIVE STREET
(60' RIGHT OF WAY)

TO
CP 2100 ROSS LLC
INSTRUMENT NO.
201200232490
OPRDCT

FIRST UNITED METHODIST
CHURCH OF DALLAS
VOLUME 2000233, PAGE
4884
DRDCT

SPECIAL WARRANTY DEED
TO
2000 ROSS AVENUE LP
INSTRUMENT NO.
201400218515
OPRDCT

EASEMENT OF
UNDETERMINED WIDTH
TO BE ABANDONED
(SHOWN ON 411Q-1599
SHEET 154)

P.O.E.

DEDICATED BY ORDINANCE
BOOK 28, PAGE 546



P.O.B.

CITY OF DALLAS
BLOCK 242

CITY OF DALLAS
BLOCK 245

CITY OF DALLAS
BLOCK 246

TRACT III
109148.142 SQUARE FEET
2.506 ACRES
TO
EQUITABLE - CROW TOWER
2001, LTD
VOLUME 95247, PAGE 1626
OPRDCT

P.O.C.

(For SPRG use only)

Reviewed By: David Scott

Date: 10-7-16

SPRG NO: 3710

Basis for bearings is deed call (North 45°00'00" West) along the southwest line of the 2.6610 acre tract described in the deed to 2000 Ross Avenue LP as recorded in Instrument No. 201400218515 of the Official Public Records of Dallas County, Texas

LEGEND

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- P.O.E. = POINT OF ENDING
- D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- CM = CONTROL MONUMENT

**SANITARY SEWER EASEMENT
ABANDONMENT**

2.6610 ACRES CITY OF DALLAS BLOCK 245
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS



801 Cherry Street, Unit 11, # 950 Fort Worth, Texas 76102		FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JPW	DAB	09/30/2016	068213035	2 OF 2

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): All
DEPARTMENT: City Controller
CMO: Elizabeth Reich, 670-7804
MAPSCO: N/A

SUBJECT

Authorize approval of the City of Dallas 401(k) Retirement Savings Plan, as amended and restated, effective January 11, 2017 - Financing: No cost consideration to the City

BACKGROUND

This item was placed on the addendum for approval of the City of Dallas 401(k) Retirement Savings Plan as amended and restated effective January 11, 2017 because the 401(k) plan is required periodically to be reviewed by the Internal Revenue Service, which recently conducted such a review and issued a favorable determination letter for the plan on November 18, 2016. This determination was made by the Internal Revenue Service on the condition that the City of Dallas adopts the proposed amendments and the proposed restated plan.

The 401(k) plan revisions include (1) amending the definition of an eligible employee to include employees who are employed on a permanent, part-time, or temporary basis or elected to serve on the City Council, (2) adding a Roth in-plan conversion option to allow a participant to convert non-Roth balances to Roth balances, (3) deleting annuity options as a form of payment that is available following a participant's termination of employment, and (4) replacing language pertaining to the election of two members to the Board by stating that elections shall be held during May every four years instead of stating that elections shall be held during May in odd-numbered years.

The restated plan document also includes non-substantive amendments for clarification and incorporates previously approved amendments to the core investments in the plan. Other minor changes are included to update the plan for new regulations or because the Internal Revenue Service requested additional language.

BACKGROUND (Continued)

The 401(k) plan is governed by the provisions set forth in the plan document and the Board of the 401(k) plan has reviewed the plan provisions and consulted with the City Attorney's Office and, on December 15, 2016, voted to approve the City of Dallas 401(k) Retirement Savings Plan As Amended and Restated effective January 11, 2017.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council authorized the City of Dallas 401(k) Retirement Savings Plan As Amended and Restated effective November 7, 2011, by Resolution No. 11-3000.

Information about this item was provided to the Budget, Finance, & Audit Committee on January 3, 2017.

FISCAL INFORMATION

No cost consideration to the City

January 11, 2017

WHEREAS, the City of Dallas has adopted a 401(k) Retirement Savings Plan for City Employees; and

WHEREAS, on December 2, 2011, the core investment options of the City of Dallas 401(k) Retirement Savings Plan were revised by, Administrative Action No. 11-3171; and

WHEREAS, on July 18, 2012, the core investment options of the City of Dallas 401(k) Retirement Savings Plan were revised by, Administrative Action No. 12-1856; and

WHEREAS, on March 26, 2013, the core investment options of the City of Dallas 401(k) Retirement Savings Plan were revised by Administrative Action No. 13-5510; and

WHEREAS, on December 20, 2013, the core investment options of the City of Dallas 401(k) Retirement Savings Plan were revised by Administrative Action No. 14-5233; and

WHEREAS, on March 20, 2015, the core investment options of the City of Dallas 401(k) Retirement Savings Plan were revised by Administrative Action No. 15-5739; and

WHEREAS, on March 29, 2016, the core investment options of the City of Dallas 401(k) Retirement Savings Plan were revised by and Administrative Action No. 16-5998; and

WHEREAS, it is desirable to amend and restate the 401(k) Retirement Savings Plan Document at no cost to the City; and

WHEREAS, the City of Dallas has obtained a favorable determination letter from the Internal Revenue Service for the plan amendments; and

WHEREAS, the Plan Board has approved the amendments and recommend that the City Council approve the amendments to the Plan.

NOW, THEREFORE,

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

Section 1. That the 401(k) Retirement Savings Plan for City Employees, As Amended and Restated Effective January 11, 2017 (Attachment 1) be approved and that the City is authorized to take all other actions deemed necessary or appropriate to implement the amended and restated Plan.

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

**CITY OF DALLAS
401(k) RETIREMENT SAVINGS PLAN**

**As Amended and Restated
Effective January 11, 2017**

**City of Dallas 401(k) Retirement Savings Plan
As Amended and Restated Effective January 11, 2017**

City of Dallas previously established the City of Dallas Employees Salary Savings Plan, as renamed effective July 1, 1988, the City of Dallas Employees 401(k) Deferred Compensation Plan, and as subsequently renamed the City of Dallas 401(k) Retirement Savings Plan effective July 1, 1995, and as subsequently amended and restated the City of Dallas 401(k) Retirement Savings Plan effective December 31, 2005, and as subsequently amended and restated the City of Dallas 401(k) Retirement Savings Plan effective January 11, 2017 for the benefit of its eligible employees, former eligible employees and beneficiaries thereof. The Plan is intended to constitute a qualified profit sharing plan, as described in Code section 401(a), which includes a qualified cash or deferred arrangement, as described in Code section 401(k).

The provisions of this Plan and the related Trust Agreement which is entered into by and between City of Dallas and Fidelity Trust Management Company together provide the provisions of the Plan and Trust Agreement. The Trust is intended to be tax exempt as described under Code section 501(a).

The Plan constitutes an amendment and restatement of the City of Dallas Employees Salary Savings Plan, as renamed effective July 1, 1988, the City of Dallas Employees 401(k) Deferred Compensation Plan, as renamed the City of Dallas 401(k) Retirement Savings Plan effective July 1, 1995, and as subsequently amended and restated the City of Dallas Retirement Savings Plan effective December 31, 2005, and as subsequently amended and restated the City of Dallas 401(k) Retirement Savings Plan effective January 11, 2017 which was originally established effective as of July 1, 1984, and its related trust agreement. The City of Dallas 401(k) Retirement Savings Plan, as set forth in this document, is hereby amended and restated effective as of January 11, 2017.

By: _____ Date: _____, 2017
Shelia Robinson
Chair, Board of City of Dallas 401(k) Retirement Savings Plan

CITY OF DALLAS
A.C. Gonzalez, City Manager

By: _____ Date: _____, 2017
A.C. Gonzalez

APPROVED AS TO FORM:

Larry E. Casto
City Attorney

By: _____ Date: _____, 2017
Assistant City Attorney

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1. DEFINITIONS

When capitalized, the words and phrases below have the following meanings unless different meanings are clearly required by the context:

- (a) “Account” The records maintained for purposes of accounting for a Participant’s interest in the Plan. “Account” may refer to one or all of the following accounts which have been created on behalf of a Participant to hold specific types of Contributions under the Plan:
- i “401(k) Retirement Savings Account” An account created to hold 401(k) Retirement Savings Contributions.
 - ii “Roth 401(k) Retirement Savings Account” An account created to hold Roth 401(k) Retirement Savings Contributions.
 - iii “401(a) Rollover Account” An account created to hold Rollover Contributions from plans qualified under section 401(a) of the Code other than Rollover Contributions from designated Roth accounts.
 - iv “457 Rollover Account” An account created to hold Rollover Contributions from plans described as eligible under section 457(b) of the Code other than Rollover Contributions from designated Roth accounts.
 - v “403(b) Rollover Account” An account created to hold Rollover contributions from plans described by section 403(b) of the Code other than Rollover Contributions from designated Roth accounts.
 - vi “IRA Rollover Account” An account created to hold Rollover Contributions from individual retirement accounts described in section 408(a) of the Code.
 - vii “After-Tax Rollover Account” An account created to hold Rollover Contributions that relate to after-tax contributions in a retirement plan described in section 401(a), 403(b), or 457 of the Code.
 - viii “Pre-Tax DROP Account” An account created to hold amounts transferred to the Plan that relate to pre-tax contributions to the “Deferred Retirement Option Plan” of the Dallas Police and Fire Pension System.
 - ix “After-Tax DROP Account” An account created to hold amounts transferred to the Plan that relate to after-tax contributions to the “Deferred Retirement Option Plan” of the Dallas Police and Fire Pension System.
 - x “Pre-Tax DROP Rollover Account” An account created to hold amounts that are rolled over (after a distributable event) to the Plan as pre-tax assets held in the “Deferred Retirement Option Plan” of the Dallas Police and Fire Pension System.
 - xi “After-Tax DROP Rollover Account” An account created to hold amounts that are rolled over (after a distributable event) to the Plan as after-tax assets held in the “Deferred Retirement Option Plan” of the Dallas Police and Fire Pension System.
 - xii “Designated Roth Rollover Account” An account created to hold Rollover Contributions from designated Roth accounts of other plans as described in section 402A(e)(1) of the Code only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

- (b) "Alternate Payee" The person entitled to receive benefits in accordance with a domestic relations order that is honored by the Plan.
- (c) "Beneficiary" The person or persons who is to receive benefits after the death of the Participant pursuant to the "Beneficiary Designation" paragraph in Section 10.
- (d) "Board" The board to whom the Employer has delegated the duties to administer the Plan in accordance with Section 12.5, the members of which have been appointed by the City or elected by the Participants in accordance with Section 12.6. The Board is a plan administrator as such term is used in section 609 of the Texas Government Code and section 414(g) of the Code.
- (e) "City" or "Employer" The City of Dallas, Dallas County, Texas or any of its agencies, departments subdivisions or instrumentalities for which services are performed by a Participant.
- (f) "City Council" The governing body of the City of Dallas, a municipal corporation located in Dallas County, Texas.
- (g) "Code" The Internal Revenue Code of 1986, as amended. Reference to any specific Code section shall include such section, any valid regulation promulgated thereunder, and any comparable provision of any future legislation amending, supplementing or superseding such section.
- (h) "Compensation" The sum of a Participant's Taxable Income reported by the City as "Wages, tips, other compensation" on Form W-2, plus salary reductions not included in income by reason of the application of Code sections 125, 132(f), 402(g)(3), or 457. The amount of Compensation considered for all purposes of the Plan is limited to \$235,840, as adjusted per Plan Year, except that for Plan Years beginning after December 31, 1995, "\$150,000 (as adjusted for the cost of living pursuant to Code sections 401(a)(17) and 415(d) per Plan Year" shall be substituted for the preceding reference to "\$235,840, as adjusted per Plan Year". The \$150,000 limit as set forth above shall not apply to a Participant to the extent that the amount of Pay which would then be able to be taken into account under this Plan would be less than the amount which was otherwise permitted to be taken into account under the Plan as in effect on July 1, 1993. For purposes of the preceding sentence Participants shall only include Participants who commenced participation in the Plan before January 1, 1996.

Effective January 1, 2008, the definition of "Compensation" in this Section 1(g) of the Plan, includes payments made by the later of two and one half (2½) months after severance from employment, or the end of the limitation year that includes the date of severance from employment, if, absent a severance from employment, such payments would have been paid to the employee while the employee continued in employment with the employer, and are regular compensation for services during the employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation."

- (i) “Contribution” An amount contributed to the Plan by an Eligible Employee, and allocated by contribution type to Participants’ Accounts, as described in Section 1.1. Specific types of contribution include:
 - i “401(k) Retirement Savings Contribution” An amount contributed by an active Participant in conjunction with his or her Code section 401(k) salary deferral election which shall be treated as made by the Employer on an active Participant’s behalf; and
 - ii “Transfer Contribution” An amount contributed by an active Participant by a trustee-to-trustee transfer from another plan of the Employer.
 - iii “Roth 401(k) Retirement Savings Contribution” An amount contributed by an active Participant in conjunction with his or her election and designation of such election as a Roth 401(k) Retirement Savings Contribution; and
 - iv “Rollover Contribution” An amount contributed by a Participant which originated from another employer’s or an Employer’s qualified plan or an individual retirement account, as described in section 401(a)(31) of the Code.
 - v “Roth Rollover Contribution” An amount contributed by a Participant which originated from another employer’s or an Employer’s Roth account in a qualified plan or a Roth individual retirement account.
- (j) “Contribution Dollar Limit” The annual limit placed on the sum of each Participant’s 401(k) Retirement Savings Contributions and Roth 401(k) Retirement Savings Contributions, which shall be the maximum allowable amount pursuant to Code section 402(g) per Calendar year (as adjusted for the cost of living).
- (k) “Conversion Period” The period of converting the prior accounting system of the Plan and its related Trust or the prior accounting system of any plan and trust which is merged into this Plan and its related Trust subsequent to the Effective Date, to the accounting system described in Section 5.
- (l) “Custodian” The organization(s) with whom the City contracts to provide recordkeeping services and to hold the assets of the Plan. This term includes the entity described as “trustee” by sections 609 and 802 of the Texas Government Code and Trustee as described below and in the related Trust Agreement.
- (m) “Direct Rollover” An Eligible Rollover Distribution that is paid directly to an Eligible Retirement Plan for the benefit of a Distributee.
- (n) “Distributee” An Employee or former Employee, the surviving spouse of an Employee or former Employee and a spouse or former spouse of an Employee or former Employee determined to be an Alternate Payee under a QDRO. A Distributee may also be a non-spousal beneficiary for purposes of a Direct Rollover.
- (o) “Effective Date” The date upon which the provisions of this document become effective. This date is January 11, 2017, unless stated otherwise. In general, the provisions of this document only apply to Participants who are Employees on or after the Effective Date. However, investment and distribution provisions apply to all Participants with Account balances to be invested or distributed after the Effective Date.
- (p) “Eligible Employee” An Employee of the Employer who is employed on a permanent, part-time, or temporary basis or elected to serve on the City Council. Eligible Employee shall therefore not include an Employee who is a Leased

Employee, a non-salaried appointive member of an administrative board or commission, or a person employed under contract for a definite period or for the performance of a particular service.

- (q) “Eligible Retirement Plan” An individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), or a qualified trust described in Code section 401(a), that accepts a Distributee’s Eligible Rollover Distribution, except that with regard to an Eligible Rollover Distribution to a surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. Effective December 31, 2001, an Eligible Retirement Plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.
- (r) “Eligible Rollover Distribution” A distribution of all or any portion of the balance to the credit of a Distributee, excluding a distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of a Distributee or the joint lives (or joint life expectancies) of a Distributee and the Distributee’s designated Beneficiary, or for a specified period of ten years or more; a distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of a distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities). Effective January 1, 2002, for purposes of the direct rollover provisions in Section 4 of the Plan, any amount that is distributed on account of a hardship shall not be an Eligible Rollover Distribution and the distributee may not elect to have any portion of such distribution paid directly to an Eligible Retirement Plan.
- (s) “Employee” An individual who is:
 - i directly employed by the Employer and for whom any income for such employment is subject to withholding of income or payroll taxes, or
 - ii a Leased Employee.
- (t) “Employer” or “City” The City of Dallas, Dallas County, Texas or any of its agencies, departments subdivisions or instrumentalities for which services are performed by a Participant.
- (u) “ERISA” The Employee Retirement Income Security Act of 1974, as amended. Reference to any specific section shall include such section, any valid regulation promulgated thereunder, and any comparable provision of any future legislation amending, supplementing or superseding such section.
- (v) “Ineligible” The Plan status of an individual during the period in which he or she is:
 - i an Employee, but not an Eligible Employee or;
 - ii not an Employee.

- (w) “Investment Fund” or “Fund” An investment fund as described in Section 13.2. The Investment Funds authorized by the Plan Administrator to be offered under the Plan as of the Effective Date are set forth in Appendix A.
- (x) “Leased Employee” Any person who is not an employee of the City and who provides services to the City if:
 - i such services are provided pursuant to an agreement between the City and any other person;
 - ii such person has performed such services for the City on a substantially full-time basis for a period of at least one year; and
 - iii such services are performed under the primary direction or control by the City.
- (y) “Leave of Absence” A period during which an individual is deemed to be an Employee, but is absent from active employment, provided that the absence:
 - i was authorized by the Employer; or
 - ii was due to military service in the State of Texas or United States military forces and the individual returns to active employment within the period during which he or she retains employment rights under state or federal law.
- (z) “Loan Account” The record maintained for purposes of accounting for a Participant’s loan and payments of principal and interest thereon.
- (aa) “Participant” An Eligible Employee who begins to participate in the Plan after completing the eligibility requirements. An Eligible Employee who makes a Rollover Contribution prior to completing the eligibility requirements as described in Section 2.1 shall also be considered a Participant, except that he or she shall not be considered a Participant for purposes of provisions related to Contributions, other than a Rollover Contribution, until he or she completes the eligibility requirements as described in Section 2.1. A Participant’s participation continues until his or her employment with the Employer ends and his or her Account is distributed or forfeited.
- (bb) “Plan” The City of Dallas 401(k) Retirement Savings Plan set forth in this document, as from time to time amended. The Plan is used by the City to compensate its employees which is an essential governmental function; and is authorized by chapter 609 of the Texas Government Code as a vehicle to compensate municipal employees. The Plan is a governmental plan described in section 414(d) of the Code. Any income related to the Plan and its related Trust is exempt from taxation pursuant to section 115 of the Code. The Plan is also a qualified plan meeting the requirements of section 401(a) of the Code; and the Plan’s assets are held in a trust that is exempt from taxation pursuant to section 501(a) of the Code because the Plan meets the qualification requirements of section 401(a) of the Code.
- (cc) “Plan Administrator” The Employer, which has delegated the administrative duties under the Plan to a Board in accordance with Section 12.5.
- (dd) “Plan Year” The annual accounting period of the Plan and its related Trust which ends on each December 31.
- (ee) “QDRO” A domestic relations order which the Plan Administrator has determined to be a qualified domestic relations order acceptable to the Plan.
- (ff) “Section” A section of this Plan.

- (gg) "Service Agreement" The agreement between the Custodian and the Plan as executed by representatives of the Custodian and the Plan.
- (hh) "Third Party Administrator" or "TPA" The vendor with whom the Board and City contracts to provide recordkeeping services.
- (ii) "Trust" The legal entity created by those provisions of this document which relate to the Custodian. The Trust is part of the Plan and holds the Plan assets which are comprised of the aggregate of Participants' Accounts and any unallocated funds invested in deposit or money market type assets pending allocation to Participants' Accounts or disbursement to pay Plan fees and expenses.
- (jj) "Trustee" means Fidelity Management Trust Company.

2. ELIGIBILITY

2.1 Eligibility

All Participants as of January 11, 2017 shall continue their eligibility to participate. Each other Eligible Employee shall become a Participant, on the first day of the next payroll period after the date he or she completes one hour of service or, if a member of the City Council, takes the oath of office; and completes the enrollment process required by the TPA.

2.2 Ineligible Participants

Except as specifically provided in this Plan document, a Participant may not make Plan Contributions, nor generally be eligible for a new Plan loan, except as described in Section 8.1, during the period he or she is Ineligible, but he or she shall continue to participate for all other purposes. An Ineligible Participant or former Participant shall automatically become an active Participant on the date he or she again becomes an Eligible Employee.

3. PARTICIPANT CONTRIBUTION

3.1 401(k) Retirement Savings Contribution Election

At any time, an Eligible Employee may elect to defer a whole percentage of his or her Compensation up to ninety-nine percent (99%); provided, however, that the Participant's paycheck must be greater than zero for each pay period. The Eligible Employee may irrevocably and prospectively designate any whole percentage deferred to be a Roth 401(k) Retirement Savings Contribution.

3.2 Transfer Contributions

If under the terms of another qualified plan sponsored by the Employer, a Participant is eligible to transfer assets to Plan, such contribution will be a Transfer Contribution; will be subject to any restrictions on distributions that applied to the assets prior to transferring the assets to this Plan; and will be subject to separate accounting. The plan administrator of the source plan will be required to provide the tax status of the assets and a description of any distribution restrictions that apply to the assets at the time of the transfer.

3.3 Changing a Contribution Election

A Participant who is an Eligible Employee may change his or her 401(k) Retirement Savings Contribution or Roth 401(k) Retirement Savings Contribution election at any time in such manner and with such advance notice as prescribed by the Plan Administrator, and such election shall be effective as soon as administratively feasible. Participants' Contribution election percentages shall automatically apply to Compensation increases or decreases. Such change in the designation shall be effective as soon as administratively feasible and will apply to prospective deferrals.

3.4 Limitation on Deferrals

Except to the extent permitted under Section 3.5 and section 414(v) of the Code, 401(k) Retirement Savings Contributions, Roth 401(k) Retirement Savings Contributions and the elective deferrals (within the meaning of section 402(g)(3) of the Code) under all other plans, contracts and arrangements of the City on behalf of any Participant for any calendar year shall not exceed the dollar limitation contained in section 402(g) of the Code in effect for such calendar year.

3.5 Catch-Up Contributions

All Eligible Employees who are eligible to make 401(k) Retirement Savings Contributions or Roth 401(k) Retirement Savings Contributions to the Plan pursuant to Section 3.1 above and who will have attained age 50 before the close of a Plan Year shall be eligible to make additional contributions to the Plan for such Plan Year in accordance with, and subject to the limitations of, section

414(v) of the Code (“Catch-Up Contributions”). Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code, as described, respectively, in Sections 3.3 and 11.2 of the Plan. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of sections 401(k)(3), 401(k)(11), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions. Catch-Up Contributions made by a Participant pursuant to this Section 3.4 shall be treated as 401(k) Retirement Savings Contributions or Roth 401(k) Retirement Savings Contributions for all purposes of the Plan except as otherwise specifically provided.

3.6 Refunds When Contribution Dollar Limit Exceeded

A Participant who makes 401(k) Retirement Savings Contributions and/or Roth 401(k) Retirement Savings Contributions for a calendar year to this Plan and comparable contributions to any other qualified defined contribution plan in excess of the Contribution Dollar Limit shall notify the Plan Administrator in writing by the following March 1 that an excess has occurred. In this event, the amount of the excess specified by the Participant, adjusted for investment gain or loss, shall be refunded to him or her by April 15 and shall not be included as an Annual Addition, as defined in Section 11.1, under Code section 415 for the year contributed. Any investment gain or loss for the period between the end of the applicable calendar year and the date of distribution shall be distributed to the Participant. Excess amounts shall be taken from the Participant’s 401(k) Retirement Savings Account and/or Roth 401(k) Retirement Savings Account, in the same proportion as the most recent salary deferral(s). Each salary deferral shall be reversed beginning with the most recent payroll deduction during the applicable year until the full amount of the excess Contribution for the year is distributed.

3.7 Timing, Posting and Tax Considerations

Participants’ Contributions, other than Rollover Contributions, may only be made through payroll deduction. Such amounts shall be paid to the Custodian in cash and posted to each Participant’s Account(s) as soon as such amounts can reasonably be separated from the Employer’s general assets and balanced against the specific amount made on behalf of each Participant.

3.8 Distribution of Elective Contributions

Elective Contributions may not be distributed earlier than upon one of the following events:

1. The Participant’s retirement, death, disability or severance from employment;

2. The termination of the Plan without establishment or maintenance of another defined contribution plan (other than an ESOP, a SEP, a SIMPLE IRA plan, a section 403(b) plan or section 457 plan);
3. In the case of a qualified reservist distribution described in section 72(t)(2)(G), the date the Participant is ordered or called to active duty; or
4. Participant is affected by a natural disaster as described in section 401(k)(2)(B), (7)(C) and (10) and related Treasury Regulations.

3.9 Military Service

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994 contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code. Effective January 1, 2007, if a Participant dies while performing qualified military service (as defined in section 414(u) of the Code), the survivors of such Participant will be entitled to receive any additional benefits that would be provided to the survivors of an actively employed Participant upon his death (other than benefit accruals relating to the period of qualified military service). Such additional Plan benefits, if any, will be provided as if the Participant had resumed active employment and subsequently experienced a termination of employment on account of death.

4. ROLLOVERS AND ROTH IN-PLAN CONVERSIONS

4.1 Rollover Contributions Accepted

The Plan shall accept rollover contributions, within the meaning of Code section 402(c) or 408(d)(3)(A)(ii), in cash, either directly from an Eligible Employee or as a Direct Rollover from another qualified plan described in section 401(a) or 403(a) of the Code; an annuity contract described in section 403(b) of the Code; or an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. In addition, the Plan will accept a Rollover Contribution of the portion of a distribution received by an Eligible Employee from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includable in gross income. The Plan only accepts rollover contributions made in cash. In kind contributions shall not be accepted.

The Employee shall be responsible for furnishing satisfactory evidence, in such manner as prescribed by the Plan Administrator, that the amount is eligible for rollover treatment. Each rollover contribution will be reviewed by the Custodian to verify the source of the contribution for treatment as a rollover contribution. The Custodian will use its professional judgment to verify the source of rollover contribution based on available information; including recorded phone calls and vendor statements verifying the status of the source plan. A rollover contribution received directly from an Eligible Employee must be paid to the Custodian in cash within 60 days after the date received by the Eligible Employee from a qualified plan or conduit individual retirement account. Contributions described in this paragraph shall be posted to the Employee's applicable account as of the date received by the Custodian.

If it is later determined that an amount contributed pursuant to the above paragraph did not in fact qualify as a rollover contribution under Code section 402(c) or 408(d)(3)(A)(ii), the balance credited to the Employee's Account shall immediately be (1) segregated from all other Plan assets, (2) treated as a nonqualified trust established by and for the benefit of the Participant, and (3) distributed to the Participant. Any such nonqualifying rollover shall be deemed never to have been a part of the Plan.

4.2 Rollovers From Former Employees

The Plan shall accept rollover contributions from any Participant, regardless of whether or not the Participant is also an Eligible Employee if the rollover contribution is received directly from either the Employees' Retirement Fund of the City of Dallas or the Dallas Police and Fire Pension System.

4.3 Roth In-Plan Conversions

Any Participant may elect, using a prescribed form, to convert any amount currently held by the Custodian (other than an outstanding loan) in any of the following Accounts:

- (a) 401(k) Retirement Savings Account
- (b) 401(a) Rollover Accounts (including Pre-Tax DROP Rollover Account and After-Tax DROP Rollover Account)
- (c) 457 Rollover Account
- (d) 403(b) Rollover Account
- (e) IRA Rollover Account
- (f) After-Tax Rollover Account
- (g) Pre-Tax DROP Account
- (h) After-Tax DROP Account

5. ACCOUNTING

5.1 Individual Participant Accounting

The Third Party Administrator shall maintain an individual set of Accounts for each Participant in order to reflect transactions both by type of Contribution and investment medium. Financial transactions shall be accounted for at the individual Account level by posting each transaction to the appropriate Account of each affected Participant. Participant Account values shall be maintained in shares for the Investment Funds and in dollars for the Loan Accounts. At least annually, each Account in the Plan shall be valued.

5.2 Accounting for Investment Funds

Investment in each Investment Fund shall be maintained in shares. The Custodian is responsible for determining the share values of each Investment Fund.

5.3 Payment of Fees and Expenses

Except to the extent Plan fees and expenses related to Account maintenance, transaction and Investment Fund management and maintenance, as set forth below, are paid by the Plan Administrator directly, such fees and expenses shall be paid as set forth below. The Plan Administrator may pay a lower portion of the fees and expenses allocable to the Accounts of Participants who are no longer Employees or who are not Beneficiaries, unless doing so would result in discrimination.

- (a) Account Maintenance: Account maintenance fees and expenses may include, but are not limited to, administrative, Custodian, audit, legal and fees for any other special services. Account maintenance fees shall be charged to Participants on a per Participant basis provided that no fee shall reduce a Participant's Account balance below zero.
- (b) Transaction: Transaction fees and expenses may include, but are not limited to, periodic installment payment, Investment Fund election change, self-directed brokerage service, and loans. Transaction fees shall be charged to the Participant's Account involved in the transaction provided that no fee shall reduce a Participant's Account balance below zero.
- (c) Investment Fund Management and Maintenance: Management and maintenance fees and expenses related to the Investment Funds shall be charged at the Investment Fund level and reflected in the net gain or loss of each Fund.

The Custodian shall have the authority to pay any such fees and expenses, which remain unpaid by the Plan Administrator for 60 days, from the Trust.

5.4 Accounting for Participant Loans

Participant loans shall be held in a separate Loan Account of the Participant and accounted for in dollars as an earmarked asset of the borrowing Participant's Account.

5.5 Error Correction

The Plan Administrator may correct any errors or omissions in the administration of the Plan by restoring any Participant's Account balance with the amount that would be credited to the Account had no error or omission been made. Funds necessary for any such restoration shall be provided through payment made by the Employer, or by the Custodian to the extent the error or omission is attributable to actions or inactions of the Custodian or Employer.

5.6 Participant Statements

The Plan Administrator shall provide Participants with statements of their Accounts as soon after the end of each quarter of the Plan Year as administratively feasible.

5.7 Special Accounting During Conversion Period

The Plan Administrator and Custodian may use any reasonable accounting methods in performing their respective duties during any Conversion Period. This includes, but is not limited to, the method for allocating net investment gains or losses and the extent, if any, to which contributions received by and distributions paid from the Trust during this period share in such allocation.

5.8 Accounts for QDRO Beneficiaries

A separate Account shall be established for an Alternate Payee entitled to any portion of a Participant's Account under a QDRO as of the date and in accordance with the directions specified in the QDRO. In addition, a separate Account may be established during the period of time the Plan Administrator, a court of competent jurisdiction or other appropriate person is determining whether a domestic relations order qualifies as a QDRO. Such a separate Account shall be valued and accounted for in the same manner as any other Account.

- (a) Distributions Pursuant to QDROS: If a QDRO so provides, the portion of a Participant's Account payable to an Alternate Payee may be distributed in a form, as permissible under Section 10, to the Alternate Payee at the time specified in the QDRO, regardless of whether the Participant is entitled to a distribution from the Plan at such time.
- (b) Participant Loans: Except to the extent required by law, an Alternate Payee, on whose behalf a separate Account has been established, shall not be entitled to borrow from such Account. If a QDRO specifies that the Alternate Payee is entitled to any portion of the Account of a Participant who has an outstanding loan balance, all outstanding loans shall generally continue to be held in the Participant's Account and

shall not be divided between the Participant's and Alternate Payee's Accounts.

- (c) Investment Direction: Where a separate Account has been established on behalf of an Alternate Payee and has not yet been distributed, the Alternate Payee may direct the investment of such Account in the same manner as if he or she were a Participant.

6. INVESTMENT FUNDS

6.1 Investment Funds

The Trust shall be maintained in various Investment Funds. The Plan Administrator shall select the Investment Funds offered to Participants and may change the number or composition of the Investment Funds, subject to the terms and conditions agreed to with the Custodian. As of the Effective Date, a list of the Investment Funds offered under the Plan is set forth in Appendix A, and may be changed from time to time by the Plan Administrator, in writing, and as agreed to by the Custodian, without the necessity of amending this Plan and its related Trust.

6.2 Investment Fund Elections

Each Participant shall direct the investment of all of his or her investment Accounts.

A Participant shall make his or her investment election in any combination of one or any number of the Investment Funds offered. However, during any Conversion Period, Trust assets may be held in any investment vehicle permitted by the Plan, as directed by the Plan Administrator, irrespective of Participant investment elections.

6.3 Responsibility for Investment Choice

Each Participant shall be solely responsible for the selection of his or her investment choices. No fiduciary nor City staff member with respect to the Plan is empowered to advise a Participant as to the manner in which his or her Accounts are to be invested, and the fact that an investment is offered shall not be construed to be a recommendation for investment.

6.4 Default If No Election

The Plan Administrator shall specify one or more default Investment Funds for the investment of that portion of a Participant's Account which is not yet held in an Investment Fund for which no valid investment election is on file. The default Investment Funds specified as of the Effective Date are set forth in Appendix A, and may be changed from time to time by the Plan Administrator, in writing, without the necessity of amending this Plan and its related Trust.

6.5 Timing

A Participant shall make his or her initial investment election upon becoming a Participant and may change his or her investment election at any time in accordance with the procedures established by the Plan Administrator and Custodian.

7. VESTING

7.1 Fully Vested Contribution Accounts

A Participant shall be fully vested in all Accounts at all times.

8. PARTICIPANT LOANS

8.1 Participant Loans Permitted

Loans to Participants are permitted pursuant to the terms and conditions set forth in this Section 8. A loan to a Participant who is no longer an Eligible Employee or to a Beneficiary shall not be permitted.

8.2 Loan Application, Note and Security

A Participant shall apply for a loan in such manner and with such advance notice as prescribed by the Plan Administrator. All loans shall be evidenced by a promissory note, secured only by the portion of the Participant's Account from which the loan is made, and the Plan shall have a lien on this portion of his or her Account.

8.3 Loan Approval

The Plan Administrator, or the TPA, if otherwise authorized by the Plan Administrator and agreed to by the TPA, is responsible for determining that a loan request conforms to the requirements described in this Section 8 and granting such request.

8.4 Loan Funding Limits, Account Sources and Funding Order

The loan amount must meet all of the following limits as determined as of the date the loan is processed and shall be funded from the Participant's Accounts as follows:

- (a) Plan Minimum Limit: The minimum amount for any loan is \$1,000.
- (b) Plan Maximum Limit: The maximum a Participant may borrow, including the outstanding balance of existing Plan loans, is 50% of his or her vested Account balance, not to exceed \$50,000. However, the \$50,000 maximum is reduced by the Participant's highest outstanding loan balance during the 12-month period ending on the day before the date as of which the loan is made. For purposes of this paragraph, all the plans of the Employer shall be treated as though they are part of this Plan to the extent it would decrease the maximum loan amount.
- (c) Account Sources and Funding Order: Loans will be funded pro rata from each of a Participant's fully vested Accounts.

8.5 Maximum Number of Loans

A Participant may have no more than two loans outstanding at any given time.

8.6 Source and Timing of Loan Funding

A loan to a Participant shall be made solely from the assets of his or her own Account. The available assets shall be taken pro rata by Account type; and

amounts shall be taken by Investment Fund in direct proportion to the market value of the Participant's interest in each Investment Fund. The Custodian shall make payment to the Participant as soon as administratively feasible.

8.7 Interest Rate

The interest rate charged on Participant loans shall be a fixed reasonable rate of interest, determined from time to time by the Plan Administrator, which provides the Plan with a return commensurate with the prevailing interest rate charged by persons in the business of lending money for loans which would be made under similar circumstances. As of the Effective Date, the interest rate is determined as set forth in Appendix B, and may be changed from time to time by the Plan Administrator, in writing, without the necessity of amending this Plan and its related Trust.

8.8 Loan Payment

Substantially level amortization shall be required of each loan with payments made at least monthly, generally through payroll deduction. Loans may be prepaid in full or in part at any time. The Participant may choose the loan repayment period, not to exceed 5 years, except that the repayment period may be for any period not to exceed 20 years if the purpose of the loan is to acquire the Participant's principal residence.

8.9 Loan Payment Hierarchy

Loan principal payments shall be credited pro rata to the Participant's Accounts. Loan interest shall be credited to the Participant's Accounts in direct proportion to the principal payment. Loan payments are credited to the Investment Funds based upon the Participant's current investment election for new Contributions.

8.10 Repayment Suspension

The Plan Administrator may agree to a suspension of loan payments for up to (12) months for a Participant who is on a Leave of Absence without pay, except a Leave of Absence covered by a state or federal law that requires otherwise. During the suspension period interest shall continue to accrue on the outstanding loan balance. At the expiration of the suspension period all outstanding loan payments and accrued interest thereon shall be due unless otherwise agreed upon by the Plan Administrator.

8.11 Loan Default

A loan is treated as a default if scheduled loan payments are more than 90 days late. A Participant shall then have 30 days from the time he or she receives written notice of the default and a demand for past due amounts to cure the default before it becomes final. In the event of default, the Plan Administrator may direct the TPA to report the outstanding principal balance of the loan and accrued interest thereon as a taxable distribution. As soon as a Plan withdrawal or

distribution to such Participant would otherwise be permitted, the Plan Administrator may instruct the Custodian to execute upon its security interest in the Participant's Account by distributing the note to the Participant.

8.12 Call Feature

The Plan Administrator shall have the right to call any Participant loan once a Participant's employment has terminated or if the Plan is terminated.

9. IN-SERVICE WITHDRAWALS

9.1 In-Service Withdrawals Permitted

In-service withdrawals to a Participant who is an Employee are permitted pursuant to the terms and conditions set forth in this Section 9.

9.2 In-Service Withdrawal Application and Notice

A Participant shall apply for any in-service withdrawal in such manner and with such advance notice as prescribed by the Plan Administrator. The Participant shall be provided the notice prescribed by Code section 402(f).

If an in-service withdrawal is one to which Code section 401(a)(11) and 417 do not apply, such in-service withdrawal may commence less than 30 days after the aforementioned notice is provided, if:

- (a) the Participant is clearly informed that he or she has the right to a period of at least 30 days after receipt of such notice to consider his or her option to elect or not elect a Direct Rollover for all or a portion, if any, of his or her in-service withdrawal which shall constitute an Eligible Rollover Distribution; and
- (b) the Participant, after receiving such notice, affirmatively elects a Direct Rollover for all or a portion, if any, of his or her in-service withdrawal which shall constitute an Eligible Rollover Distribution or alternatively elects to have all or a portion made payable directly to him or her, thereby not electing a Direct Rollover for all or a portion thereof.

9.3 In-Service Withdrawal Approval

The Plan Administrator, or the Custodian, if otherwise authorized by the Plan Administrator and agreed to by the Custodian, is responsible for determining that an in-service withdrawal request conforms to the requirements described in this Section 9 and granting such request.

9.4 Minimum Amount, Payment Form and Medium

There is no minimum amount for any type of withdrawal. With regard to the portion of a withdrawal representing an Eligible Rollover Distribution, a Participant may elect a Direct Rollover for all or a portion of such amount. The form of payment for an in-service withdrawal shall be a single lump sum and payment shall be made in cash.

9.5 Source and Timing of In-Service Withdrawal Funding

An in-service withdrawal to a Participant shall be made solely from the assets of his or her own Account and shall be based on the Account values as of the date the in-service withdrawal is processed. The available assets shall be determined first by Account type and then within each Account used for funding an in-service

withdrawal, amounts shall be taken by Investment Fund in direct proportion to the market value of the Participant's interest in each Investment Fund (which excludes his or her Loan Account balance) as of the date on which the in-service withdrawal is processed. The Custodian shall make payment as soon thereafter as administratively feasible.

9.6 Hardship Withdrawals

(a) Requirements

A Participant who is an Employee may request the withdrawal of up to the amount necessary to satisfy a financial need including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal. Only requests for withdrawals (1) on account of a Participant's "Deemed Financial Need" or "Demonstrated Financial Need", and (2) which are "Deemed Necessary" to satisfy the financial need shall be approved.

(b) "Deemed Financial Need"

An immediate and heavy financial need relating to:

- (1) the payment of unreimbursable medical expenses described under Code section 213(d) incurred (or to be incurred) by the Employee, his or her spouse or dependents;
- (2) the purchase (excluding mortgage payments) of the Employee's principal residence;
- (3) the payment of unreimbursable tuition, related educational fees and room and board for up to the next twelve (12) months of post-secondary education for the Employee, his or her spouse or dependents;
- (4) the payment of amounts necessary for the Employee to prevent losing his or her principal residence through eviction or foreclosure on the mortgage; or
- (5) any other circumstance specifically permitted under Code section 401(k)(2)(B)(i)(IV).

(c) "Demonstrated Financial Need" A determination by the Plan Administrator that an immediate and heavy financial need exists relating to:

- (1) a sudden and unexpected illness or accident to the Employee or his or her spouse or dependents;
- (2) the loss, due to casualty, of the Employee's property other than nonessential property (such as a boat or a television); or
- (3) some other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Employee.

(d) "Deemed Necessary" A withdrawal is "deemed necessary" to satisfy the financial need only if the withdrawal amount does not exceed the financial need and both of these conditions are met:

- (1) the Employee has obtained all possible withdrawals (other than hardship withdrawals) and nontaxable loans available from this Plan and all other plans maintained by the Employer; and
 - (2) the Plan Administrator shall suspend the Employee from making any elective contributions to this Plan and all other qualified and nonqualified plans of deferred compensation maintained by the Employer for six (6) months from the date the withdrawal payment is made.
- (e) Account Sources and Funding Order: The withdrawal amount shall come pro rata based on tax status and within each tax status from the following of the Participant's fully vested Accounts:
- 401(a) Rollover Accounts (including Pre-Tax and After-Tax DROP Rollovers)
 - 457 Rollover Account
 - 403(b) Rollover Account
 - IRA Rollover Account
 - After-Tax Rollover Account
 - 401(k) Retirement Savings Account
 - Roth 401(k) Retirement Savings Account
 - Designated Roth Rollover Account
- The amount that may be withdrawn from a Participant's 401(k) Retirement Savings Account shall not include any earnings credited to his or her 401(k) Retirement Savings Account after the start of the first Plan Year beginning after December 31, 1988.
- (f) Permitted Frequency: There is no restriction on the number of Hardship withdrawals permitted to a Participant.
 - (g) For purposes of the direct rollover provisions in Section 4 of the Plan, any amount that is distributed on account of a hardship shall not be an Eligible Rollover Distribution and the distributee may not elect to have any portion of such a distribution paid directly to an Eligible Retirement Plan.

9.7 Rollover Account Withdrawals

- (a) Requirements: A Participant who is an Employee may withdraw from the Accounts listed in paragraph (b) below.
- (b) Account Sources and Funding Order: The withdrawal amount shall come pro rata based on tax status and pro rata within each tax status from a Participant's Rollover Accounts:
 - 401(a) Rollover Accounts (including Pre-Tax and After-Tax DROP Rollovers)
 - 457 Rollover Account
 - 403(b) Rollover Account
 - IRA Rollover Account
 - After-Tax Rollover Account
 - Designated Roth Rollover Account

- (c) Permitted Number: There is no restriction on the number of Rollover Account withdrawals permitted to a Participant.
- (d) Suspension from Further Contribution: A Rollover Account withdrawal shall not affect a Participant's ability to make or be eligible to make further Contributions.

9.8 Over Age 59 1/2 Withdrawals

- (a) Requirements: A Participant who is an Employee and over age 59 1/2 may withdraw from the Accounts listed in paragraph (b) below.
- (b) Account Sources and Funding Order: The withdrawal amount shall come pro rata based on tax status and pro rata within each tax status from the following of the Participant's fully vested Accounts:
 - 401(a) Rollover Accounts (including Pre-Tax and After-Tax DROP Rollovers)
 - 457 Rollover Account
 - 403(b) Rollover Account
 - IRA Rollover Account
 - After-Tax Rollover Account
 - 401(k) Retirement Savings Account
 - Roth 401(k) Retirement Savings Account
 - Designated Roth Rollover Account
- (c) Permitted Number: There is no restriction on the number of Over Age 59 1/2 Withdrawals permitted to a Participant.
- (d) Suspension from Further Contributions: An Over Age 59 1/2 Withdrawal shall not affect a Participant's ability to make or be eligible to make further Contributions.

10.DISTRIBUTIONS ONCE EMPLOYMENT ENDS

10.1 Benefit Information, Notices and Election

A Participant, or his or her Beneficiary in the case of his or her death, shall be provided with information regarding all optional times and forms of distribution available, to include the notice prescribed by Code section 402(f). Subject to the other requirements of this Section 10, a Participant, or his or her Beneficiary in the case of his or her death, may elect, in such manner and with such advance notice as prescribed by the Plan Administrator, to have his or her vested Account balance paid to him or her following the Participant's termination of employment with the Employer.

A distribution may commence less than 30 days after the aforementioned notices are provided, if:

- (a) the Participant is clearly informed that he or she has the right to a period of at least 30 days after receipt of such notices to consider the decision as to whether to elect a distribution and if so, to elect a particular form of distribution and to elect or not elect a Direct Rollover for all or a portion, if any, of his or her distribution which shall constitute an Eligible Rollover Distribution; and
- (b) the Participant, after receiving such notices, affirmatively elects a distribution and a Direct Rollover for all or a portion, if any, of his or her distribution which shall constitute an Eligible Rollover Distribution or alternatively elects to have all or a portion made payable directly to him or her, thereby not electing a Direct Rollover for all or a portion thereof.

10.2 Payment Form and Medium

Except to the extent otherwise provided by Section 10.3, a Participant may elect to be paid in any of these forms:

- (a) a single lump sum, or
- (b) a portion paid in a lump sum, and the remainder paid later, or
- (c) periodic installments over a period not to exceed the life expectancy of the Participant and his or her Beneficiary.

With regard to the portion of a distribution representing an Eligible Rollover Distribution, a Distributee may elect a Direct Rollover for all or a portion of such amount.

10.3 Distribution of Small Amounts

If both,

- (a) the sum of a Participant's Accounts other than the Participant's Roth 401(k) Retirement Savings Contribution Account and Designated Roth Rollover Account is \$1,000 or less; and
- (b) the sum of the Participant's Roth 401(k) Retirement Savings Contribution Account and Designated Roth Rollover Account is \$1,000 or less;

the Participant's benefit shall be paid as a single lump sum as soon as administratively feasible in accordance with procedures prescribed by the Plan Administrator.

10.4 Source and Timing of Distribution Funding

A distribution to a Participant shall be made solely from the assets of his or her own Accounts and shall be based on the Account values as of the date the distribution is processed. The available assets shall be determined first by Account type and then within each Account used for funding a distribution, amounts shall be taken by Investment Fund in direct proportion to the market value of the Participant's interest in each Investment Fund as of the date on which the distribution is processed.

The distribution shall be funded and the Custodian shall make payment as soon as administratively feasible.

10.5 Latest Commencement Permitted

A Participant's failure to elect in such manner as prescribed by the Plan Administrator to have his or her vested Account balance paid to him or her, shall be deemed an election by the Participant to defer his or her distribution. Notwithstanding, benefit payments shall begin by the later of the April 1 immediately following the end of the calendar year in which the Participant attains age 70 1/2 or the April 1 immediately following the end of the calendar year in which the Participant's employment with the Employer has terminated. If benefit payments cannot begin at the time required because the location of the Participant cannot be ascertained (after a reasonable search), the Plan Administrator shall deposit the amount to be distributed in an account that will be temporarily held until it can be distributed in accordance with Section 15.5.

10.6 Payment Within Life Expectancy

The Participant's payment election must be consistent with the requirement of Code section 401(a)(9) that all payments are to be completed within a period not to exceed the lives or the joint and last survivor life expectancy of the Participant and his or her Beneficiary. The life expectancies of a Participant and his or her Beneficiary, if such Beneficiary is his or her spouse, may be recomputed annually. If a Participant fails to make a life expectancy calculation election, the life expectancy of the Participant and his or her Beneficiary, if such Beneficiary is his or her spouse, shall be recomputed annually.

10.7 Incident Benefit Rule

The Participant's payment election must be consistent with the requirement that, if the Participant's spouse is not his or her sole primary Beneficiary, the minimum annual distribution for each calendar year, beginning with the year in which he or she attains age 70 1/2 (or such later date as provided otherwise in Section 10), shall not be less than the quotient obtained by dividing (a) the Participant's vested Account balance as of December 31st of the preceding year by (b) the applicable divisor as determined under the incidental benefit requirements of Code section 401(a)(9).

10.8 Payment to Beneficiary

Payment to a Beneficiary must either: (1) be completed by the end of the calendar year that contains the fifth anniversary of the Participant's death or (2) begin by the end of the calendar year that contains the first anniversary of the Participant's death and be completed within the period of the Beneficiary's life or life expectancy, except that:

- (a) If the Participant dies after the later of the April 1 immediately following the end of the calendar year in which he or she attains age 70 1/2 or the April 1 immediately following the end of the calendar year in which he or she terminated employment with the Employer, payment to his or her Beneficiary must be made at least as rapidly as provided in the Participant's distribution election;
- (b) If the surviving spouse is the Beneficiary, payments need not begin until the end of the calendar year in which the Participant would have attained age 70 1/2 and must be completed within the spouse's life or life expectancy; and
- (c) If the Participant and the surviving spouse who is the Beneficiary die (1) before the later of the April 1 immediately following the end of the calendar year in which the Participant would have attained age 70 1/2 or the April 1 immediately following the end of the calendar year in which he or she terminated employment with the Employer and (2) before payments have begun to the spouse, the spouse shall be treated as the Participant in applying these rules.

10.9 Beneficiary Designation

Each Participant may complete a beneficiary designation form indicating the Beneficiary who is to receive the Participant's remaining Plan interest at the time of his or her death. The designation may be changed at any time. If no proper designation is in effect at the time of a Participant's death or if the Beneficiary does not survive the Participant, the Beneficiary shall be the Participant's estate.

10.10 Direct Rollovers from Roth Accounts to an Eligible Plan

Notwithstanding Section 10.1 of the Plan, a Direct Rollover of a distribution from a Roth Account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or to a Roth IRA described in section 408A of the Code, and only to the extent the Direct Rollover is permitted under the rules of section 402(c) of the Code.

11. MAXIMUM CONTRIBUTION AND BENEFIT LIMITATIONS

11.1 “Annual Addition” Defined

The sum of the following amounts credited to a Participant’s Account for the Plan Year for all the defined contribution plans of the City:

- (a) Employer contributions;
- (b) Participant contributions;
- (c) Forfeitures;
- (d) Amounts allocated to an individual medical account, as defined in section 415(l)(2) of the Code , which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in section 419A(d)(3) of the Code, under a welfare benefit fund, as defined in section 419(e) of the Code, maintained by the Employer are treated as annual additions to a defined contribution plan.

11.2 Maximum Annual Addition

The Annual Addition to a Participant’s accounts under this Plan and any other defined contribution plan maintained by the Employer for any Plan Year shall not exceed the lesser of (1) 99% of his or her Compensation or (2) \$40,000 (as adjusted for the cost of living pursuant to Code section 415(d)).

11.3 Avoiding an Excess Annual Addition

If, at any time during a Plan Year, the allocation of any additional Contributions would produce an excess Annual Addition for such year, Contributions to be made for the remainder of the Plan Year shall be limited to the amount needed for each affected Participant to receive the maximum Annual Addition.

11.4 Correcting an Excess Annual Addition

Before the close of each Plan Year, and upon the discovery of an excess Annual Addition to a Participant’s Account (resulting from forfeitures, allocations, reasonable error in determining Participant compensation or the amount of elective contributions, or other facts and circumstances acceptable to the Internal Revenue Service) the excess amount (adjusted to reflect investment gains) shall first be returned to the Participant to the extent of his or her individual medical account maintained by any plan sponsored by the City. If there is not an individual medical account for the Participant or Annual Additions to such account are less than the excess amount; any remaining excess amount shall be returned to the Participant to the extent of his or her 401(k) Retirement Savings Contributions.

11.5 Correcting a Multiple Plan Excess

If a Participant, whose Account is credited with an excess Annual Addition, received allocations to more than one defined contribution plan, the excess shall be corrected by reducing the Annual Addition to this Plan only after all possible reductions have been made to the other defined contribution plans, other than eligible plans under section 457 of the Code.

12. PLAN ADMINISTRATION

12.1 Plan Delineates Authority and Responsibility

Plan fiduciaries include the Employer, the Board, the TPA, and/or the Custodian/Trustee, as applicable, whose specific duties are delineated in this Plan and its related Trust. In addition, Plan fiduciaries also include any other person to whom fiduciary duties or responsibility is delegated with respect to the Plan. Any person or group may serve in more than one fiduciary capacity with respect to the Plan. To the extent described under ERISA section 405, no fiduciary shall be liable for a breach by another fiduciary without regard as to whether ERISA section 405 applies.

12.2 Employer is Code Section 414(g) Plan Administrator

The Employer is the Plan Administrator, within the meaning of Code section 414(g), which is responsible for compliance with all reporting and disclosure requirements, except those that are explicitly the responsibility of the Custodian under applicable law. The Plan Administrator shall have any necessary authority to carry out such functions through the actions of the Plan Administrator, duly appointed officers of the Employer and/or any other agents it appoints.

12.3 Plan Administrator Duties

The Plan Administrator shall have the discretionary authority to construe this Plan and its related Trust (other than those provisions which the Custodian has the discretionary authority to construe as described in Section 14.1) and to do all things necessary or convenient to effect the intent and purposes thereof, whether or not such powers are specifically set forth in this Plan and its related Trust. Actions taken in good faith by the Plan Administrator shall be conclusive and binding on all interested parties, and shall be given the maximum possible deference allowed by law. In addition to the duties listed elsewhere in this Plan and its related Trust, the Plan Administrator's authority shall include, but not be limited to, the discretionary authority to:

- (a) promulgate policies, rules and regulations governing the operation of the Plan;
- (b) determine who is eligible to participate, if a contribution qualifies as a rollover contribution, the allocation of Contributions, and the eligibility for loans, withdrawals and distributions;
- (c) prepare and distribute to each Participant information explaining the Plan;
- (d) furnish upon request, such annual reports related to the entire Plan as are reasonable and appropriate;
- (e) determine the fact of a Participant's death and of any Beneficiary's right to receive the deceased Participant's interest based upon such proof and evidence as it deems necessary;
- (f) establish and review at least annually a funding policy bearing in mind both the short-run and long-run needs and goals of the Plan and to the extent Participants may direct their own investments, the funding policy shall focus on which Investment Funds are available for Participants to use; and
- (g) adjudicate claims pursuant to the claims procedure described in Section 15.

12.4 Agents and Advisors May be Used

The Plan Administrator may use such agents and advisors (including attorneys, accountants, actuaries, consultants, record keepers, investment counsel and administrative assistants) as it considers necessary to assist it in the performance of its duties.

12.5 Delegation of Administrative Duties

The Employer, as 414(g) administrator of the Plan, has delegated to the Board the duties of the Plan Administrator under the Plan. The Employer shall provide the Custodian and TPA with the names and specimen signatures of any persons authorized to serve as members of the Board and act as or on its behalf. Except to the extent that the Employer otherwise provides, any delegation of duties to the Board shall carry with it the full discretionary authority of the Plan Administrator to complete such duties.

12.6 Membership of the Board

The Board shall consist of seven members and each member shall be an Eligible Employee and a Participant. Five members shall be appointed by the Employer's City Manager and shall serve at the pleasure of the Employer. Two members shall be elected by the Participants.

The Board shall adopt rules and procedures for the election by Participants of two members to the Board. Elections shall be held during May every four years. Such rules and procedures shall include the rules and procedures by which the Board shall fill the unexpired term of any elected member who vacates his or her

position by reason of resignation, retirement, death or otherwise. The members of the Board shall serve without compensation from the Plan for such services.

12.7 Board Operating Rules

The Board shall adopt such operating rules, as it deems necessary, desirable or appropriate. These operating rules shall include, but are not limited to the following:

- (a) **Rules and Decisions:** Rules and decisions of the Board shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination, the Board shall be entitled to rely upon information furnished to it by the Employer, an agent or advisor used in accordance with Section 12.4 or a Participant.
- (b) **Officers of the Board:** The Board shall elect from among its members a chairman and a vice chairman and shall appoint a secretary, who may or may not be from among its members. The election of a chairman and a vice chairman shall be held, and the appointment of a secretary shall be made, during June in odd-numbered years, unless postponed for a period of not more than two months. A special election shall be held to fill the unexpired term of the chairman or vice chairman, and a special appointment shall be made to fill the unexpired term of the secretary, who vacates his or her position by reason of resignation, retirement, death or otherwise.
- (c) **Actions of Majority:** Any act delegated by the Employer to the Board may be done at a meeting in attendance by at least four members of the Board thereby constituting a quorum. The approval of four members of the Board (a majority) is necessary to carry out business at a meeting. The majority may be expressed by a vote at a meeting, and a majority action shall be equivalent to an action of all members of the Board.
- (d) **Meetings:** The Board shall hold meetings upon such notice, place and times as it determines necessary to conduct its functions properly. The secretary shall keep a record of all meetings and forward all necessary communications to the Employer or any agent or advisor used in accordance with Section 12.4.
- (e) **Authority to Direct Custodian and TPA:** The Board may authorize one or more of its members to execute documents on its behalf and may authorize one or more of its members or other individuals who are not members to give written direction to the Custodian and TPA in the performance of its duties. The Board shall provide such authorization in writing to the Custodian and TPA with the names and specimen signatures of any persons authorized to act on its behalf.

12.8 Reliance by Custodian and TPA

The Custodian and TPA shall accept direction from any person authorized by the Employer or the Board in writing to provide direction to the Custodian and TPA. The Custodian and TPA shall act and rely upon direction from any such person

until notified in writing that the Employer or the Board has revoked the authorization to give such direction. The Custodian and TPA shall not be deemed to be on notice of any change in the membership of the Board, parties authorized to direct the Custodian and TPA in the performance of its duties, or the duties delegated to and by the Board until notified in writing.

13.MANAGEMENT OF INVESTMENTS

13.1 Trust Agreement

All Plan assets shall be held by the Custodian in trust, in accordance with those provisions of this Plan and its related Trust which relate to the Custodian, for use in providing Plan benefits and paying Plan fees and expenses not paid directly by the Employer. Plan benefits shall be drawn solely from the Trust and paid by the Custodian as directed by the Plan Administrator. Notwithstanding, the Plan Administrator may appoint, with the approval of the Custodian, another trustee to hold and administer Plan assets which do not meet the requirements of Section 13.2.

13.2 Investment Funds

The Plan Administrator is hereby granted authority to direct the Custodian to invest Trust assets in one or more Investment Funds. The number and composition of Investment Funds may be changed from time to time, without the necessity of amending this Plan and its related Trust. Each of the Investment Funds may be comprised of any of the following:

- (a) shares of a registered investment company, whether or not the Custodian or any of its affiliates is an advisor to, or other service provider to, such company; and
- (b) any other investment that is not in violation of any applicable law and that the Custodian, with reasonable effort, is able to administer, which determination shall be made by the Plan Administrator and the Custodian in advance of any such investment. Any Investment Fund assets invested in a collective investment fund, shall be subject to all the provisions of the instruments establishing and governing such fund. These instruments, including any subsequent amendments, are incorporated herein by reference.

13.3 Authority to Hold Cash

The Custodian shall have the authority to cause the investment manager of each Investment Fund to maintain sufficient deposit or money market type assets in each Investment Fund to handle the Fund's liquidity and disbursement needs.

13.4 Custodian to Act Upon Instructions

The Custodian shall carry out instructions to invest assets in the Investment Funds as soon as practicable after such instructions are received from the Plan Administrator, Participants or Beneficiaries. Such instructions shall remain in effect until changed by the Plan Administrator, Participants or Beneficiaries.

13.5 Right to Vote Registered Investment Company Shares

The Plan Administrator shall be entitled to vote proxies or exercise any shareholder rights relating to shares held on behalf of the Plan in a registered investment company or investment fund.

13.6 Self-Directed Brokerage

The Plan Administrator may, with the consent of the Custodian (which consent shall not be unreasonably withheld), establish a Self-Directed Brokerage which is a service that allows Participants to invest in securities other than Investment Funds. Participants may avail themselves of this service by making application and transferring funds from an Investment Fund to a Self-Directed Brokerage account. Participants' utilization of the Self-Directed Brokerage service and account is subject to policies, parameters and administrative procedures as established and agreed upon from time to time by the Plan Administrator, Custodian, and Third Party Administrator.

13.7 Authority to Segregate Assets

The Plan Administrator may direct the Custodian to split an Investment Fund into two or more funds in the event any assets in the Fund are illiquid or the value is not readily determinable. In the event of such segregation, the Plan Administrator shall give instructions to the Custodian on what value to use for the split-off assets and may use agents and advisors (which may include the Custodian) to assist it in determining such value.

14. TRUST ADMINISTRATION

14.1 Custodian to Construe Trust

The Custodian shall have the discretionary authority to (1) construe only those provisions of this Plan and its related Trust that relate primarily to the management and control of the Trust assets (except to the extent the provision relates to a matter expressly reserved to the Plan Administrator) and (2) do all things necessary or convenient to the administration of the Trust, thereto, whether or not such powers are specifically set forth in this Plan and its related Trust. Actions taken in good faith by the Custodian shall be conclusive and binding on all interested parties, and shall be given the maximum possible deference allowed by law.

14.2 Custodian To Act As Owner of Trust Assets

Subject to its fiduciary duties and the specific conditions and limitations set forth in this Plan and its related Trust, the Custodian shall have all the power, authority, rights and privileges of an absolute owner of the Trust assets and, not in limitation but in amplification of the foregoing, may:

- (a) receive, hold, manage, invest and reinvest, sell, tender, exchange, dispose of, encumber, hypothecate, pledge, mortgage, lease, grant options respecting, repair, alter, insure, or distribute any and all property in the Trust;
- (b) borrow money, participate in reorganizations, pay calls and assessments, vote or execute proxies, exercise subscription or conversion privileges, exercise options and register any securities in the Trust in the name of the nominee, in federal book entry form or in any other form as shall permit title thereto to pass by delivery;
- (c) renew, extend the due date, compromise, arbitrate, adjust, settle, enforce or foreclose, by judicial proceedings or otherwise, or defend against the same, any obligations or claims in favor of or against the Trust; and
- (d) lend, through a collective investment fund, any securities held in such collective investment fund to brokers, dealers or other borrowers and to permit such securities to be transferred into the name and custody and be voted by the borrower or others.

14.3 United States Indicia of Ownership

The Custodian shall not maintain the indicia of ownership of any Trust assets outside the jurisdiction of the United States, except as would be authorized by ERISA section 404(b).

14.4 Tax Withholding and Payment

- (a) **Withholding:** The Custodian shall calculate and withhold federal (and, if applicable, state) income taxes with regard to any Eligible Rollover Distribution that is not paid as a Direct Rollover in accordance with the Participant's withholding election or as required by law if no election is made or the election is less than the amount required by law. With regard to any taxable distribution that is not an Eligible Rollover Distribution, the Custodian shall calculate and withhold federal (and, if applicable, state) income taxes in accordance with the Participant's withholding election or as required by law if no election is made.
- (b) **Taxes Due From Investment Funds:** The Custodian shall pay from the Investment Fund any taxes or assessments imposed by any taxing or governmental authority on such Fund or its income, including related interest and penalties.

14.5 Trust Accounting

- (a) **Annual Report:** Within 60 days (or other reasonable period acceptable to the Plan Administrator) following the close of the Plan Year, the Custodian shall provide the Plan Administrator with a certified annual accounting of Trust assets.
- (b) **Periodic Reports:** The Custodian shall maintain records and provide sufficient reporting to allow the Plan Administrator to properly monitor the Trust's assets and activity.

14.6 Valuation of Certain Assets

If the Custodian determines the Trust holds any asset which is not readily tradable and listed on a national securities exchange registered under the Securities Exchange Act of 1934, as amended, the Custodian may engage a qualified independent appraiser to determine the fair market value of such property, and the appraisal fees shall be paid from the Investment Fund containing the asset.

14.7 Legal Counsel

The Custodian may consult with legal counsel of its choice, including counsel for the Employer or counsel of the Custodian, upon any question or matter arising under this Plan and its related Trust. When relied upon by the Custodian, the opinion of such counsel shall be evidence that the Custodian has acted in good faith.

14.8 Fees and Expenses

The Custodian's fees for its services as Custodian shall be such as may be mutually agreed upon by the Plan Administrator and the Custodian. Custodian fees and all reasonable expenses of counsel and advisors retained by the Custodian shall be paid in accordance with Section 5. The Custodian shall advise the Plan Administrator in advance of retaining any counsel or advisors if the

Custodian expects to assess any part of the expenses of such counsel or advisors as additional charges against the Trust.

14.9 Custodian Duties and Limitations

The Custodian's duties, unless otherwise agreed to by the Custodian, shall be confined to construing the terms of the Plan and its related Trust to the extent described in Section 14.1, receiving funds on behalf of and making payments from the Trust, safeguarding and valuing Trust assets, investing and reinvesting Trust assets in the Investment Funds as directed by the Plan Administrator, Participants or Beneficiaries and those duties as described in this Section 14.

The Custodian shall discharge its duties in accordance with this Plan and its related Trust to the extent they are consistent with ERISA, to the extent ERISA applies, and shall use that degree of care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Custodian shall have no duty or authority to ascertain whether Contributions are in compliance with the Plan, to enforce collection or to compute or verify the accuracy or adequacy of any amount to be paid to it by the Employer or whether any disbursement made at the direction of the Plan Administrator is in compliance with the Plan, provided that the Custodian has no reason to believe that any such disbursement is not in compliance with the Plan.

15. RIGHTS, PROTECTION, CONSTRUCTION AND JURISDICTION

15.1 Plan Does Not Affect Employment Rights

The Plan does not provide any employment rights to any Employee. The Employer expressly reserves the right to discharge an Employee at any time, with or without cause, without regard to the effect such discharge would have upon the Employee's interest in the Plan.

15.2 Limited Return of Contributions

Except as provided in this paragraph, (1) Plan assets shall not revert to the Employer nor be diverted for any purpose other than the exclusive benefit of Participants or their Beneficiaries; and (2) a Participant's vested interest shall not be subject to divestment. The actual amount of a Contribution made by the Employer (or the current value of the Contribution if a net loss has occurred) may revert to the Employer if:

- (a) such Contribution is made by reason of a mistake of fact; or
- (b) initial qualification of the Plan under Code section 401(a) is not received and a request for such qualification is made within the time prescribed under Code section 401(b) (the existence of and Contributions under the Plan are hereby conditioned upon such qualification).

The reversion to the Employer must be made (if at all) within one year of the mistaken payment of the Contribution or the date of denial of qualification, as the case may be. A Participant shall have no rights under the Plan with respect to any such reversion.

15.3 Assignment and Alienation

To the extent not otherwise required by law, no benefit provided by the Plan may be anticipated, assigned or alienated, except:

- (a) to create, assign or recognize a right to any benefit with respect to a Participant pursuant to a QDRO, or
- (b) to use a Participant's vested Account balance as security for a loan from the Plan which is permitted pursuant to Code section 4975.

15.4 Facility of Payment

If a Plan benefit is due to be paid to a minor or if the Plan Administrator reasonably believes that any payee is legally incapable of giving a valid receipt and discharge for any payment due him or her, the Plan Administrator shall have the payment of the benefit, or any part thereof, made to the person (or persons or institution) whom it reasonably believes is caring for or supporting the payee, unless it has received due notice of claim from a duly appointed guardian or conservator of the payee. Any payment shall, to the extent thereof, be a complete discharge of any liability under the Plan to the payee.

15.5 Reallocation of Lost Participant's Accounts

If the Plan Administrator cannot locate a person entitled to payment of a Plan benefit after a reasonable search, the Plan Administrator shall set aside the amount to be distributed in an account where it shall be held temporarily until it can be distributed.

15.6 Claims Procedure

The Board may appoint a committee to make all determinations as to the right of any interested party to a benefit under the Plan. Any denial by the committee of the claim for benefits under the Plan by an interested party shall be stated in writing and delivered or mailed to the interested party. The written notice of denial shall set forth the specific reasons for the denial. The committee shall provide a reasonable opportunity to an interested party whose claim for benefits has been denied for a review of the decision. The interested party may then make a written appeal of the committee's decision to the Board. The Board's decision shall be final.

15.7 Construction

Headings are included for reading convenience. The text shall control if any ambiguity or inconsistency exists between the headings and the text. The singular and plural shall be interchanged wherever appropriate. References to Participant shall include Beneficiary when appropriate and even if not otherwise already expressly stated.

15.8 Jurisdiction and Severability

The Plan and its related Trust shall be construed, regulated and administered under applicable federal laws and, where not otherwise preempted, by the laws of the State of Texas. Venue for any action arising from this Plan and its related Trust, including but not limited to matters concerning validity, construction, performance or enforcement, shall lie exclusively in the State or Federal courts located in Dallas, Dallas County, Texas. If any provision of this Plan and its related Trust shall become invalid or unenforceable, that fact shall not affect the validity or enforceability of any other provision of this Plan and its related Trust. All provisions of this Plan and its related Trust shall be so construed as to render them valid and enforceable in accordance with their intent.

16.AMENDMENT, MERGERS AND TERMINATION

16.1 Amendment

The Employer reserves the right to amend this Plan and its related Trust at any time, to any extent and in any manner it may deem necessary or appropriate. The Employer shall be responsible for adopting any amendments necessary to maintain the qualified status of this Plan and its related Trust under Code sections 401(a) and 501(a). The Board, acting as the Plan Administrator in accordance with Section 12.5, shall have the authority to adopt Plan and its related Trust amendments which do not (1) affect the number, appointment and election of its members, (2) affect the Employer's right to terminate the Plan, (3) require the Employer to make Employer Matching Contributions, (4) change the vesting schedule, (5) require the Employer to pay Plan fees and expenses or (6) provide employment rights under the Plan to an Employee. All interested parties shall be bound by any amendment, provided that no amendment shall:

- (a) except to the extent permissible under the Code, make it possible for any portion of the Trust assets to revert to an Employer or to be used for, or diverted to, any purpose other than for the exclusive benefit of Participants and Beneficiaries entitled to Plan benefits and to defray reasonable expenses of administering the Plan; or
- (b) permit an Employee to be paid the balance of his or her 401(k) Retirement Savings Account unless the payment would otherwise be permitted under Code section 401(k).

The Custodian shall be provided a copy of any amendment and no amendment affecting the duties of the Custodian in its capacity as Custodian, or in any other capacity, shall become effective until it is accepted and signed by the Custodian (which acceptance and signature shall not unreasonably be withheld).

16.2 Merger

This Plan and its related Trust may not be merged or consolidated with, nor may its assets or liabilities be transferred to, another plan and trust unless:

- (a) each Participant and Beneficiary would, if the resulting plan were then terminated, receive a benefit just after the merger, consolidation or transfer which is at least equal to the benefit which would be received if either plan had terminated just before such event; and
- (b) such other plan and trust are qualified under Code section 401(a) and Code section 501(a).

16.3 Plan Termination

The Employer may, at any time and for any reason, terminate the Plan or completely discontinue contributions. If no successor plan is established or maintained, lump sum distributions shall be made in accordance with the terms of the Plan as in effect at the time of the Plan's termination or as thereafter amended

provided that a post-termination amendment shall not be effective to the extent that it violates Section 16.1 unless it is required in order to maintain the qualified status of the Plan upon its termination. The Custodian's and Employer's authority shall continue beyond the Plan's termination date until all trust assets have been liquidated and distributed.

16.4 Resignation or Removal of the Custodian

The Custodian may resign as Custodian under this Plan and its related Trust or may be removed by the Plan Administrator in accordance with the timing and procedure set forth in the Service Agreement.

16.5 Final Settlement and Accounting of Custodian

- (a) Final Settlement: As soon as administratively feasible after its resignation or removal as Custodian, the Custodian shall transfer to the successor custodian all property currently held by the Trust. However, the Custodian is authorized to reserve such sum of money as it may reasonably deem advisable for payment of its accounts and expenses in connection with the settlement of its accounts or other fees or expenses payable by the Trust. Any balance remaining after payment of such fees and expenses shall be paid to the successor custodian as soon as administratively feasible thereafter.
- (b) Final Accounting: The Custodian shall provide a certified final accounting of Trust assets to the Plan Administrator within 90 days of the date Trust assets are transferred to the successor custodian.
- (c) Plan Administrator Approval: Approval of the certified final accounting of Trust assets shall automatically occur 90 days after such accounting has been received by the Plan Administrator, unless the Plan Administrator files a written objection with the Custodian within such time period. Such approval shall be final as to all matters and transactions stated or shown therein and binding upon the Plan Administrator.

APPENDIX A – INVESTMENT FUNDS

I. Investment Funds Available

As of the Effective Date, the Investment Funds, all of which are daily valued, offered by the Plan are:

American Beacon Small Cap Value Institutional Class
Baron Asset – Institutional Class
Davis New York Venture Y
Fidelity® Blue Chip Growth Class K
Fidelity® Diversified International Class K
Fidelity® Dividend Growth Class K
Fidelity® Equity Dividend Income Class K
Fidelity Freedom K® Income
Fidelity Freedom K® 2005
Fidelity Freedom K® 2010
Fidelity Freedom K® 2015
Fidelity Freedom K® 2020
Fidelity Freedom K® 2025
Fidelity Freedom K® 2030
Fidelity Freedom K® 2035
Fidelity Freedom K® 2040
Fidelity Freedom K® 2045
Fidelity Freedom K® 2050
Fidelity Freedom K® 2055
Fidelity Freedom K® 2060
Fidelity® Growth Strategies Class K
Fidelity® Low-Priced Stock Class K
Fidelity® Magellan® Class K
Fidelity® Puritan® Class K
Franklin Mutual Beacon Class Z
Invesco Diversified Dividend Class R6
Lord Abbett Developing Growth Class R6
Managed Income Portfolio II – Class 2
Morgan Stanley Institutional Mid Cap Growth Portfolio Class IS
PIMCO Total Return Institutional Class
Fidelity® 500 Index Institutional Class
Fidelity® Extended Market Index – Premium Class
Fidelity® International Index – Premium Class
Fidelity® U.S. Bond Index – Premium Class

II. Default Investment Funds

As of the Effective Date, there are thirteen Default Investment Funds. The specific Default Investment Fund to which a Participant's Contributions will be directed is determined by his/her birth date as follows:

Participant Date of Birth	<u>Default Investment Fund</u>
1/1/1900 -- 12/31/1937	Fidelity Freedom K® Income Fund
1/1/1938 -- 12/31/1942	Fidelity Freedom K® 2005 Fund
1/1/1943 -- 12/31/1947	Fidelity Freedom K® 2010 Fund
1/1/1948 -- 12/31/1952	Fidelity Freedom K® 2015 Fund
1/1/1953 -- 12/31/1957	Fidelity Freedom K® 2020 Fund
1/1/1958 -- 12/31/1962	Fidelity Freedom K® 2025 Fund
1/1/1963 -- 12/31/1967	Fidelity Freedom K® 2030 Fund
1/1/1968 -- 12/31/1972	Fidelity Freedom K® 2035 Fund
1/1/1973 -- 12/31/1977	Fidelity Freedom K® 2040 Fund
1/1/1978 -- 12/31/1982	Fidelity Freedom K® 2045 Fund
1/1/1983 -- 12/31/1987	Fidelity Freedom K® 2050 Fund
1/1/1988 -- 12/31/1992	Fidelity Freedom K® 2055 Fund
1/1/1993 and later	Fidelity Freedom K® 2060 Fund

APPENDIX B – LOAN INTEREST RATE

As of the Effective Date, the interest rate charged on Participant loans shall be equal to the Prime Rate as published in the Wall Street Journal plus one percent (1%).

As of the Effective Date, the rate is set on the first business day of each month and applies to all loans made during the month.

KEY FOCUS AREA: E-Gov
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Secretary
CMO: Rosa A. Rios, 670-3738
MAPSCO: N/A

SUBJECT

A resolution designating absences by Councilmember Philip T. Kingston as being for "Official City Business" - Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum to allow council members additional time to request approval of their outstanding absences (if applicable) as "Official City Business."

Chapter III, Section 4(e) of the Dallas City Charter provides in part, "If any city council member, including the mayor, misses more than 10 percent of the total number of regular meetings held by the city council during any compensation year, then the city council member's compensation...for that year will be reduced proportionately by the percentage of meetings missed.... Meetings missed by a city council member while he or she is on the official business of the city council and at the direction of the city council will not be counted towards the percentage of missed meetings for which compensation reduction is required... but will be counted as though the member had attended the meetings that are missed while so engaged in city business."

Section 4.11(b) of the City Council Rules of Procedure provides that an absence by a council member for (1) attending a meeting or conference of a professional organization of or association of municipalities or municipal officers, (2) testifying at a legislative hearing at the request of the mayor, the city council, the chair of the council's legislative affairs committee or the city manager, or (3) attending a meeting of a board, commission, or committee to which the council member has been appointed by the mayor or the city council, will automatically be deemed to be for "official city business at the direction of the city council" and will not be counted against a city council member for purposes of determining the council member's annual compensation.

BACKGROUND (Continued)

Section 4.11(c) of the City Council Rules of Procedure provides that, in addition to those absences automatically considered to be on "official city business at the direction of the city council" under Section 4.11(b) above, the city council may by resolution designate whenever a council member's absence is for official city business and not counted as a missed meeting for purposes of determining the council member's annual compensation under Chapter III, Section 4 of the Dallas City Charter.

The proposed resolution authorizes and directs the city secretary to amend the minutes of city council meetings, without further city council action or approval, to reflect when the absences by designated council members have been deemed by the city council to be for "official city business."

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

January 11, 2017

WHEREAS, Chapter III, Section 4(e) of the Dallas City Charter provides in part, "If any city council member, including the mayor, misses more than 10 percent of the total number of regular meetings held by the city council during any compensation year, then the city council member's compensation... for that year will be reduced proportionately by the percentage of meetings missed.... Meetings missed by a city council member while he or she is on the official business of the city council and at the direction of the city council will not be counted towards the percentage of missed meetings for which compensation reduction is required... but will be counted as though the member had attended the meetings that are missed while so engaged in city business"; and

WHEREAS, Section 4.11(b) of the City Council Rules of Procedure provides that an absence by a council member for (1) attending a meeting or conference of a professional organization or association of municipalities or municipal officers, (2) testifying at a legislative hearing at the request of the mayor, the city council, the chair of the council's legislative affairs committee or the city manager, or (3) attending a meeting of a board, commission, or committee to which the council member has been appointed by the mayor or the city council, will automatically be deemed to be for "official city business at the direction of the city council" and will not be counted against a city council member for purposes of determining the council member's annual compensation; and

WHEREAS, Section 4.11(c) of the City Council Rules of Procedure provides that, in addition to those absences automatically considered to be on "official city business at the direction of the city council" under Section 4.11(b) referenced above, the city council may by resolution designate whenever a council member's absence is for official city business and not counted as a missed meeting for purposes of determining the council member's annual compensation under Chapter III, Section 4 of the Dallas City Charter; and

WHEREAS, Councilmember Philip T. Kingston participated in event(s) and/or meeting(s), as described in **Exhibit A** attached, which required him to miss all or part of one or more city council meeting(s) or committee meeting(s) on the date(s) noted;

Now, Therefore,

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

January 11, 2017

SECTION 1. That, in accordance with Chapter III, Section 4(e) of the Dallas City Charter and Section 4.11(c) of the City Council Rules of Procedure, the event(s) and/or meeting(s) described in **Exhibit A**, attached, are hereby deemed to be for "official city business," and any absences from city council meeting(s) and/or city council committee meeting(s), on the date(s) noted in **Exhibit A**, by Councilmember Philip T. Kingston because of his participation in any event(s) and/or meeting(s) will not be counted against him in determining his annual compensation under Chapter III, Section 4 of the Dallas City Charter.

SECTION 2. That, in accordance with Section 4.11(a) of the City Council Rules of Procedure, the City Secretary shall maintain a record of the absence on official city business so that such absence(s) will not count against Councilmember Philip T. Kingston in determining his annual compensation under Chapter III, Section 4 of the Dallas City Charter.

SECTION 3. That the City Secretary is authorized and directed to amend the minutes of each city council meeting held on the date(s) specified in Exhibit A, if applicable, to reflect that the absences by Councilmember Philip T. Kingston as described in Exhibit A, were for "official city business," and no further city council action or approval of those minutes is required.

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.

EXHIBIT A
 CITY COUNCIL MEMBER(S)
 REQUEST ABSENCE AS OFFICIAL CITY BUSINESS

COUNCILMEMBER	MEETING DATE	MEETING EXEMPTION	PURPOSE/LOCATION	ABSENCE TYPE
Philip T. Kingston	12/12/2016	Quality of Life and Environment Committee	Meeting with a TEX-21 Transportation consultant on city business. Dallas, Texas	Absent
Philip T. Kingston	1/3/2017	Budget, Finance and Audit Committee	Meeting with neighborhood leaders on city business. Dallas, Texas	Absent

KEY FOCUS AREA: E-Gov
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Human Resources
CMO: A. C. Gonzalez, 670-3302
MAPSCO: N/A

SUBJECT

Authorize **(1)** approval of revised salary schedules for Fire and Police uniform executive staff, adding a 2% top pay step; **(2)** and eliminating the start step in each executive rank; and **(3)** implementing step pay increases for Police and Fire uniform executive staff, effective October 1, 2016 - Financing: This action no cost consideration to the City

BACKGROUND

This item will authorize revised salary schedules as a result of revised program goals and budget decisions recently recommended to the City Council.

In an effort to address compensation and improve pay for fire and police uniformed executive staff, the Executive Uniformed Fire and Police salary schedule is revised to add a two percent (2%) top pay step for each uniformed executive rank. This action also authorizes the elimination of the pay step one from FY 15-16 pay schedule, in each Uniformed Fire and Police executive rank. This item also authorizes implementing pay increases for uniform executive fire and police staff, effective October 1, 2016, as shown on the attached Pay Progression Charts. These pay increases are similar to the pay increases that were implemented for Police and Fire uniformed staff for the three year Meet and Confer Agreement, effective October 1, 2016.

~~This item also authorizes implementing double merit pay step for uniform executive fire and police staff, effective October 1, 2016. Executive Officers who have at least two steps remaining on the pay schedule for their rank will receive two pay step increases (double steps) if they meet all pay step eligibility requirements. Officers who have one step remaining on the pay schedule for their rank will receive one pay step increase if they meet all pay step eligibility. Steps will be awarded on the executive officers' normal step date.~~

~~This action authorizes the elimination of the start pay step in each Uniformed Fire and Police executive rank, effective October 1, 2016.~~

It is necessary to ratify these actions to the executive uniformed pay plan.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council was briefed on the proposed FY 2016-17 Budget on August 9, 2016.

FISCAL INFORMATION

Funding for this item is included as part of the adoption for the FY 2016-17 budget.

January 11, 2017

WHEREAS, the City Council of the City of Dallas has adopted a budget for the year beginning October 1, 2016; and

WHEREAS, the budget adopted is predicated upon approved salary schedules authorizing a plan of equitable pay; and

WHEREAS, the Executive Uniformed Fire and Police salary schedule is revised to include an addition of a new two percent (2%) top pay step for uniformed Fire and Police executive officers, effective October 1, 2016; and

~~**WHEREAS**, the Executive Uniformed Fire and Police salary schedule is revised to implement merit pay increase for uniformed Fire and Police executive officers, effective October 1, 2016; and~~

WHEREAS, the FY 2016-17 Executive Uniformed Fire and Police salary schedules eliminates the start pay step from the FY15-16 pay schedule in each executive rank, effective October 1, 2016; and

WHEREAS, it is considered desirable and necessary to ratify these actions and to amend the uniform pay schedules together with the budget providing for these changes.

NOW, THEREFORE,

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

Section 1. That the Executive Uniform Police salary schedule (Police Major and above) reflect an additional two percent (2%) top pay step. ~~All other police salary schedules are revised per the Meet and Confer agreement. (Attachment B-4)~~

Section 2. That the Executive Uniform Police salary schedule (Police Major and above) eliminates step one from the FY16-17 schedule, effective October 1, 2016. ~~That the Executive Uniform Fire salary schedule (Deputy Chief and above) reflect an additional two percent (2%) top pay step. All other fire salary schedules are revised in the Meet and Confer agreement. (Attachment B-5)~~

Section 3. ~~That pay steps be implemented for Executive Uniformed Fire staff effective October 1, 2016.~~ That the Executive Uniform Fire salary schedule (Deputy Chief and above) reflect an additional two percent (2%) top pay step.

Section 4. ~~That merit pay steps be implemented for Executive Uniformed Police staff effective October 1, 2016.~~ That the Executive Uniform Fire salary schedule (Deputy Chief and above) eliminates step one from the FY16-17 schedule, effective October 1, 2016.

January 11, 2017

Section 5. ~~That the start pay steps for each Executive Uniformed Fire and Police rank be eliminated effective October 1, 2016. That pay step increases be implemented for Executive Uniformed Fire staff as outlined in the attached Pay Progression Charts.~~

Section 6. ~~That the City Manager or designee be authorized, upon recommendation from the Director of Human Resources, to make any administrative changes necessary to maintain equity. That pay increases, for Executive Uniformed Police and Fire staff be effective on their normal pay step increase date (anniversary of their hire date or anniversary of their promotion date)~~

Section 7. That the City Manager or designee be authorized, upon recommendation from the Director of Human Resources, to make any administrative changes necessary to maintain equity.

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

**CITY OF DALLAS
EXECUTIVE
UNIFORM FIRE SALARY SCHEDULE**
Effective October 1, 2016

<u>CLASS CODE</u>	<u>RANK</u>	<u>GRADE-STEP</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
24447	Fire Deputy Chief, 1 Year	F7 - 1	\$6,122	\$ 73,464
24447	Fire Deputy Chief, 1 Year	F7 - 2	\$6,459	\$ 77,505
24447	Fire Deputy Chief, 1 Year	F7 - 3	\$6,917	\$ 82,999
24447	Fire Deputy Chief, 1 Year	F7 - 4	\$7,262	\$ 87,150
24447	Fire Deputy Chief, 1 Year	F7 - 5	\$7,626	\$ 91,506
24447	Fire Deputy Chief, 1 Year	F7 - 6	\$8,007	\$ 96,079
24447	Fire Deputy Chief, 1 Year	F7 - 7	\$8,407	\$100,887
24447	Fire Deputy Chief, 1 Year	F7 - 8	\$8,828	\$105,931
24447	Fire Deputy Chief, 1 Year	F7 - 9	\$9,269	\$111,228
24448	Fire Deputy Chief	F7 - 10	\$9,454	\$113,452
44011	Fire Assistant Chief, 1 Year	F8 - 1	\$6,158	\$ 73,895
44011	Fire Assistant Chief, 1 Year	F8 - 2	\$6,466	\$ 77,590
44011	Fire Assistant Chief, 1 Year	F8 - 3	\$6,789	\$ 81,469
44011	Fire Assistant Chief, 1 Year	F8 - 4	\$7,129	\$ 85,543
44011	Fire Assistant Chief, 1 Year	F8 - 5	\$7,485	\$ 89,820
44011	Fire Assistant Chief, 1 Year	F8 - 6	\$7,871	\$ 94,454
44011	Fire Assistant Chief, 1 Year	F8 - 7	\$8,265	\$ 99,176
44011	Fire Assistant Chief, 1 Year	F8 - 8	\$8,678	\$104,135
44011	Fire Assistant Chief, 1 Year	F8 - 9	\$9,112	\$109,342
44011	Fire Assistant Chief, 1 Year	F8 - 10	\$9,570	\$114,841
44011	Fire Assistant Chief, 1 Year	F8 - 11	\$10,049	\$120,583
44011	Fire Assistant Chief, 1 Year	F8 - 12	\$10,551	\$126,613
44011	Fire Assistant Chief, 1 Year	F8 - 13	\$11,079	\$132,943
44011	Fire Assistant Chief, 1 Year	F8 - 14	\$11,633	\$139,591
44011	Fire Assistant Chief	F8 - 15	\$11,865	\$142,382

<u>CLASS CODE</u>	<u>RANK</u>	<u>GRADE-STEP</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
24311	Fire Chief, 1 Year	F9 - 1	\$8,065	\$ 96,783
24311	Fire Chief, 1 Year	F9 - 2	\$8,428	\$101,138
24311	Fire Chief, 1 Year	F9 - 3	\$8,807	\$105,689
24311	Fire Chief, 1 Year	F9 - 4	\$9,234	\$110,808
24311	Fire Chief, 1 Year	F9 - 5	\$9,696	\$116,348
24311	Fire Chief, 1 Year	F9 - 6	\$10,180	\$122,166
24311	Fire Chief, 1 Year	F9 - 7	\$10,690	\$128,274
24311	Fire Chief, 1 Year	F9 - 8	\$11,224	\$134,688
24311	Fire Chief, 1 Year	F9 - 9	\$11,785	\$141,423
24311	Fire Chief, 1 Year	F9 - 10	\$12,374	\$148,494
24311	Fire Chief, 1 Year	F9 - 11	\$12,993	\$155,918
24311	Fire Chief, 1 Year	F9 - 12	\$13,643	\$163,715
24311	Fire Chief, 1 Year	F9 - 13	\$14,325	\$171,900
24311	Fire Chief, 1 Year	F9 - 14	\$15,041	\$180,495
24311	Fire Chief, 1 Year	F9 - 15	\$15,793	\$189,520
24311	Fire Chief, 1 Year	F9 - 16	\$16,583	\$198,996
24311	Fire Chief, 1 Year	F9 - 17	\$17,412	\$208,946
24311	Fire Chief	F9 - 18	\$17,760	\$213,124


The police and fire chiefs will receive any additional holidays granted to other police and fire personnel under a meet and confer or collective bargaining agreement for the same length of time that the other police and fire personnel receive the additional holidays under the meet and confer or collective bargaining agreement.

Although pay steps for uniformed staff generally occur in one-year increments, if officers are not given a step pay increase in any fiscal year for budgetary reasons, when step pay increases are resumed in a subsequent fiscal year, it is expected that officers' pay will only increase one step. Officers should not expect a double-step in order to make up for step increases not previously given for budgetary reasons in any fiscal year.


Executive
Fire Annual Salary and Pay Progression

The charts below indicate how executive uniformed staff pay will be adjusted for FY2016-2017. Because steps are being dropped and added, executives should NOT focus on the the STEP NUMBERS but rather on the Annual Salary.

These charts should be read left to right to determine pay adjustments. For example, a Fire Deputy Chief who is paid at Step 4 at the end of FY15-16 (F7-4 at \$82,999) will be moved to the F7-5 pay rate (\$91,506) on the FY16-17 pay schedule.


Fire Deputy Chief						
	IF YOU'RE PAID AT THIS STEP AND ANNUAL SALARY IN FY15-16, your Pay Rates & Steps will progress as follows for FY16-17.			FY16-17		
Fire Deputy Chief	Grade & Step	Annual Salary		Grade & Step	Annual Salary	
Fire Deputy Chief, Start	F7 - 1	\$69,437		F7 - 2	\$77,505	
Fire Deputy Chief, 1 Year	F7 - 2	\$73,464		F7 - 3	\$82,999	
Fire Deputy Chief, 1 Year	F7 - 3	\$77,505		F7 - 4	\$87,150	
Fire Deputy Chief, 1 Year	F7 - 4	\$82,999		F7 - 5	\$91,506	
Fire Deputy Chief, 1 Year	F7 - 5	\$87,150		F7 - 6	\$96,079	
Fire Deputy Chief, 1 Year	F7 - 6	\$91,506		F7 - 7	\$100,887	
Fire Deputy Chief, 1 Year	F7 - 7	\$96,079		F7 - 8	\$105,931	
Fire Deputy Chief, 1 Year	F7 - 8	\$100,887		F7 - 9	\$111,228	
Fire Deputy Chief, 1 Year	F7 - 9	\$105,931		F7 - 10	\$113,453	
Fire Deputy Chief, 1 Year	F7 - 10	\$111,228		F7 - 10	\$113,453	
Fire Deputy Chief, 1 Year	F7 - 10	\$111,228				
Fire Deputy Chief, 1 Year	F7 - 10	\$111,228				
Fire Deputy Chief, 1 Year	F7 - 10	\$111,228				

Executives will have their pay adjusted effective on their normal pay step increase date (anniversary of their hire date or anniversary of their promotion date).

Fire Assistant Chief					
	IF YOU'RE PAID AT THIS STEP AND ANNUAL SALARY IN FY15-16, your Pay Rates & Steps will progress as follows for FY16-17.			FY16-17	
Fire Assistant Chief	Grade & Step	Pay Rate		Grade & Step	Pay Rate
Fire Assistant Chief, Start	F8 -1	\$70,376		F8 -2	\$77,590
Fire Assistant Chief, 1 Year	F8 -2	\$73,895		F8 -3	\$81,469
Fire Assistant Chief, 1 Year	F8 -3	\$77,590		F8 -4	\$85,543
Fire Assistant Chief, 1 Year	F8 -4	\$81,469		F8 -5	\$89,820
Fire Assistant Chief, 1 Year	F8 -5	\$85,543		F8 -6	\$94,454
Fire Assistant Chief, 1 Year	F8 -6	\$89,820		F8 -7	\$99,176
Fire Assistant Chief, 1 Year	F8 -7	\$94,454		F8 -8	\$104,135
Fire Assistant Chief, 1 Year	F8 -8	\$99,176		F8 -9	\$109,342
Fire Assistant Chief, 1 Year	F8 -9	\$104,135		F8 -10	\$114,841
Fire Assistant Chief, 1 Year	F8 -10	\$109,342		F8 -11	\$120,583
Fire Assistant Chief, 1 Year	F8 -11	\$114,841		F8 -12	\$126,613
Fire Assistant Chief, 1 Year	F8 -12	\$120,583		F8 -13	\$132,943
Fire Assistant Chief, 1 Year	F8 -13	\$126,613		F8 -14	\$139,591
Fire Assistant Chief, 1 Year	F8 -14	\$132,943	F8 -15	\$142,382	
Fire Assistant Chief, 1 Year	F8 -15	\$139,591	F8 -15	\$142,382	

Executives will have their pay adjusted effective on their normal pay step increase date (anniversary of their hire date or anniversary of their promotion date).

Executive
Fire Annual Salary and Pay Progression

Fire Chief					
	IF YOU'RE PAID AT THIS STEP AND ANNUAL SALARY IN FY15-16, your Pay Rates & Steps will progress as follows for FY16-17.			FY16-17	
Fire Chief	Grade & Step	Annual Salary		Grade & Step	Annual Salary
Fire Chief, Start	F9 - 1	\$92,615		F9 - 2	\$101,138
Fire Chief, 1 Year	F9 - 2	\$96,783		F9 - 3	\$105,689
Fire Chief, 1 Year	F9 - 3	\$101,138		F9 - 4	\$110,808
Fire Chief, 1 Year	F9 - 4	\$105,689		F9 - 5	\$116,348
Fire Chief, 1 Year	F9 - 5	\$110,808		F9 - 6	\$122,166
Fire Chief, 1 Year	F9 - 6	\$116,348		F9 - 7	\$128,274
Fire Chief, 1 Year	F9 - 7	\$122,166		F9 - 8	\$134,688
Fire Chief, 1 Year	F9 - 8	\$128,274		F9 - 9	\$141,423
Fire Chief, 1 Year	F9 - 9	\$134,688		F9 - 10	\$148,494
Fire Chief, 1 Year	F9 - 10	\$141,423		F9 - 11	\$155,918
Fire Chief, 1 Year	F9 - 11	\$148,494		F9 - 12	\$163,715
Fire Chief, 1 Year	F9 - 12	\$155,918		F9 - 13	\$171,900
Fire Chief, 1 Year	F9 - 13	\$163,715		F9 - 14	\$180,495
Fire Chief, 1 Year	F9 - 14	\$171,900		F9 - 15	\$189,520
Fire Chief, 1 Year	F9 - 15	\$180,495		F9 - 16	\$198,996
Fire Chief, 1 Year	F9 - 16	\$189,520		F9 - 17	\$208,946
Fire Chief, 1 Year	F9 - 17	\$198,996		F9 - 18	\$213,124
Fire Chief	F9 - 18	\$208,946		F9 - 18	\$213,124

Executives will have their pay adjusted effective on their normal pay step increase date (anniversary of their hire date or anniversary of their promotion date).

CITY OF DALLAS
EXECUTIVE
UNIFORMED POLICE SALARY SCHEDULE
Effective October 1, 2016

<u>CLASS CODE</u>	<u>RANK</u>	<u>GRADE-STEP</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
46017	Police Major, 1 Year	P6 - 1	\$5,669	\$68,025
46017	Police Major, 1 Year	P6 - 2	\$5,951	\$71,410
46017	Police Major, 1 Year	P6 - 3	\$6,250	\$74,996
46017	Police Major, 1 Year	P6 - 4	\$6,563	\$78,759
46017	Police Major, 1 Year	P6 - 5	\$6,890	\$82,685
46017	Police Major, 1 Year	P6 - 6	\$7,234	\$86,812
46017	Police Major, 1 Year	P6 - 7	\$7,597	\$91,163
46017	Police Major, 1 Year	P6 - 8	\$7,977	\$95,729
46017	Police Major, 1 Year	P6 - 9	\$8,376	\$100,515
46017	Police Major, 1 Year	P6 - 10	\$8,795	\$105,541
46018	Police Major	P6 - 11	\$8,971	\$107,652

<u>CLASS CODE</u>	<u>RANK</u>	<u>GRADE-STEP</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
46027	Police Assistant Chief, 1 Year	P8 - 1	\$6,158	\$73,895
46027	Police Assistant Chief, 1 Year	P8 - 2	\$6,466	\$77,590
46027	Police Assistant Chief, 1 Year	P8 - 3	\$6,789	\$81,469
46027	Police Assistant Chief, 1 Year	P8 - 4	\$7,129	\$85,543
46027	Police Assistant Chief, 1 Year	P8 - 5	\$7,485	\$89,820
46027	Police Assistant Chief, 1 Year	P8 - 6	\$7,871	\$94,454
46027	Police Assistant Chief, 1 Year	P8 - 7	\$8,265	\$99,176
46027	Police Assistant Chief, 1 Year	P8 - 8	\$8,678	\$104,135
46027	Police Assistant Chief, 1 Year	P8 - 9	\$9,112	\$109,342
46027	Police Assistant Chief, 1 Year	P8 - 10	\$9,570	\$114,841
46027	Police Assistant Chief, 1 Year	P8 - 11	\$10,049	\$120,583
46027	Police Assistant Chief, 1 Year	P8 - 12	\$10,551	\$126,613
46027	Police Assistant Chief, 1 Year	P8 - 13	\$11,079	\$132,943
46027	Police Assistant Chief, 1 Year	P8 - 14	\$11,633	\$139,591
46028	Police Assistant Chief	P8 - 15	\$11,865	\$142,382

24433	Police Deputy Chief, 1 Year	P7 - 1	\$6,122	\$73,464
24433	Police Deputy Chief, 1 Year	P7 - 2	\$6,459	\$77,505
24433	Police Deputy Chief, 1 Year	P7 - 3	\$6,917	\$82,999
24433	Police Deputy Chief, 1 Year	P7 - 4	\$7,262	\$87,150
24433	Police Deputy Chief, 1 Year	P7 - 5	\$7,626	\$91,506
24433	Police Deputy Chief, 1 Year	P7 - 6	\$8,007	\$96,079
24433	Police Deputy Chief, 1 Year	P7 - 7	\$8,407	\$100,887
24433	Police Deputy Chief, 1 Year	P7 - 8	\$8,828	\$105,931
24433	Police Deputy Chief, 1 Year	P7 - 9	\$9,269	\$111,228
24434	Police Deputy Chief	P7 - 10	\$9,454	\$113,452

24312	Police Chief, 1 Year	P9 - 1	\$8,065	\$96,783
24312	Police Chief, 1 Year	P9 - 2	\$8,428	\$101,138
24312	Police Chief, 1 Year	P9 - 3	\$8,807	\$105,689
24312	Police Chief, 1 Year	P9 - 4	\$9,234	\$110,808
24312	Police Chief, 1 Year	P9 - 5	\$9,696	\$116,348
24312	Police Chief, 1 Year	P9 - 6	\$10,180	\$122,166
24312	Police Chief, 1 Year	P9 - 7	\$10,690	\$128,274
24312	Police Chief, 1 Year	P9 - 8	\$11,224	\$134,688
24312	Police Chief, 1 Year	P9 - 9	\$11,785	\$141,423
24312	Police Chief, 1 Year	P9 - 10	\$12,374	\$148,494
24312	Police Chief, 1 Year	P9 - 11	\$12,993	\$155,918
24312	Police Chief, 1 Year	P9 - 12	\$13,643	\$163,715
24312	Police Chief, 1 Year	P9 - 13	\$14,325	\$171,900
24312	Police Chief, 1 Year	P9 - 14	\$15,041	\$180,495
24312	Police Chief, 1 Year	P9 - 15	\$15,793	\$189,520
24312	Police Chief, 1 Year	P9 - 16	\$16,583	\$198,996
24312	Police Chief, 1 Year	P9 - 17	\$17,412	\$208,946
24313	Police Chief	P9 - 18	\$17,760	\$213,124


The police and fire chiefs will receive any additional holidays granted to other police and fire personnel under a meet and confer or collective bargaining agreement for the same length of time that the other police and fire personnel receive the additional holidays under the meet and confer or collective bargaining agreement.


Although pay steps for uniformed staff generally occur in one-year increments, if officers are not given a step pay increase in any fiscal year for budgetary reasons, when step pay increases are resumed in a subsequent fiscal year, it is expected that officers' pay will only increase one step. Officers should not expect a double-step in order to make up for step increases not previously given for budgetary reasons in any fiscal year.

Executive
Police Annual Salary and Pay Progression


The charts below indicate how executive uniformed staff pay will be adjusted for FY2016-2017. Because steps are being dropped and added, executives should NOT focus on the the STEP NUMBERS but rather on the Annual Salary.

These charts should be read left to right to determine pay adjustments. For example, a Police Major who is paid at Step 6 at the end FY15-16 (P6-6 at \$82,685) will be moved to the P6-7 pay rate (\$91,163) on the FY16-17 pay schedule.

Police Major					
	IF YOU'RE PAID AT THIS STEP AND ANNUAL SALARY IN FY15-16, your Pay Rates & Steps will progress as follows for FY16-17.			FY16-17	
Police Major	Grade & Step	Annual Salary		Grade & Step	Annual Salary
Police Major, Start	P6 - 1	\$63,500		P6 - 2	\$71,410
Police Major, 1 Year	P6 - 2	\$68,025		P6 - 3	\$74,996
Police Major, 1 Year	P6 - 3	\$71,410		P6 - 4	\$78,759
Police Major, 1 Year	P6 - 4	74,996		P6 - 5	\$82,685
Police Major, 1 Year	P6 - 5	78,759		P6 - 6	\$86,812
Police Major, 1 Year	P6 - 6	82,685		P6 - 7	\$91,163
Police Major, 1 Year	P6 - 7	\$86,812		P6 - 8	\$95,729
Police Major, 1 Year	P6 - 8	\$91,163		P6 - 9	\$100,515
Police Major, 1 Year	P6 - 9	\$95,729		P6 - 10	\$105,541
Police Major, 1 Year	P6 - 10	\$100,515		P6 - 11	\$107,653
Police Major	P6 - 11	\$105,541		P6 - 11	\$107,653
Executives will have their pay adjusted effective on their normal pay step increase date (anniversary of their hire date or anniversary of their promotion date).					


Police Deputy Chief						
	IF YOU'RE PAID AT THIS STEP AND ANNUAL SALARY IN FY15-16, your Pay Rates & Steps will progress as follows for FY16-17.			FY16-17		
Police Deputy Chief	Grade & Step	Annual Salary		Grade & Step	Annual Salary	
Police Deputy Chief, Start	P7 - 1	\$69,437		P7 - 2	\$77,505	
Police Deputy Chief, 1 Year	P7 - 2	\$73,464		P7 - 3	\$82,999	
Police Deputy Chief, 1 Year	P7 - 3	\$77,505		P7 - 4	\$87,150	
Police Deputy Chief, 1 Year	P7 - 4	\$82,999		P7 - 5	\$91,506	
Police Deputy Chief, 1 Year	P7 - 5	\$87,150		P7 - 6	\$96,079	
Police Deputy Chief, 1 Year	P7 - 6	\$91,506		P7 - 7	\$100,887	
Police Deputy Chief, 1 Year	P7 - 7	\$96,079		P7 - 8	\$105,931	
Police Deputy Chief, 1 Year	P7 - 8	\$100,887		P7 - 9	\$111,228	
Police Deputy Chief, 1 Year	P7 - 9	\$105,931		P7 - 10	\$113,453	
Police Deputy Chief	P7 - 10	\$111,228		P7 - 10	\$113,453	
Executives will have their pay adjusted effective on their normal pay step increase date (anniversary of their hire date or anniversary of their promotion date).						

Executive
Police Annual Salary and Pay Progression

Police Assistant Chief					
	IF YOU'RE PAID AT THIS STEP AND ANNUAL SALARY IN FY15-16, your Pay Rates & Steps will progress as follows for FY16-17.		FY16-17		
Police Assistant Chief	Grade & Step	Annual Salary		Grade & Step	Annual Salary
Police Assistant Chief, Start	P8 - 1	\$70,376		P8 - 2	\$77,590
Police Assistant Chief, 1 Year	P8 - 2	\$73,895		P8 - 3	\$81,469
Police Assistant Chief, 1 Year	P8 - 3	\$77,590		P8 - 4	\$85,543
Police Assistant Chief, 1 Year	P8 - 4	\$81,469		P8 - 5	\$89,820
Police Assistant Chief, 1 Year	P8 - 5	\$85,543		P8 - 6	\$94,454
Police Assistant Chief, 1 Year	P8 - 6	\$89,820		P8 - 7	\$99,176
Police Assistant Chief, 1 Year	P8 - 7	\$94,454		P8 - 8	\$104,135
Police Assistant Chief, 1 Year	P8 - 8	\$99,176		P8 - 9	\$109,342
Police Assistant Chief, 1 Year	P8 - 9	\$104,135		P8 - 10	\$114,841
Police Assistant Chief, 1 Year	P8 - 10	\$109,342		P8 - 11	\$120,583
Police Assistant Chief, 1 Year	P8 - 11	\$114,841		P8 - 12	\$126,613
Police Assistant Chief, 1 Year	P8 - 12	\$120,583		P8 - 13	\$132,943
Police Assistant Chief, 1 Year	P8 -13	\$126,613		P8 -14	\$139,591
Police Assistant Chief, 1 Year	P8 - 14	\$132,943		P8 - 15	\$142,383
Police Assistant Chief	P8 - 15	\$139,591		P8 - 15	142,383

Executives will have their pay adjusted effective on their normal pay step increase date (anniversary of their hire date or anniversary of their promotion date).

Executive
Police Annual Salary and Pay Progression

Police Chief					
IF YOU'RE PAID AT THIS STEP AND ANNUAL SALARY IN FY15-16, your Pay Rates & Steps will progress as follows for FY16-17.			FY16-17		
Police Chief	Grade & Step	Annual Salary			
Police Chief, Start	P9 - 1	\$92,615		Grade & Step	Annual Salary
Police Chief, 1 Year	P9 - 2	\$96,783		P9 - 2	\$101,138
Police Chief, 1 Year	P9 - 3	\$101,138		P9 - 3	\$105,689
Police Chief, 1 Year	P9 - 4	\$105,689		P9 - 4	\$110,808
Police Chief, 1 Year	P9 - 5	\$110,808		P9 - 5	\$116,348
Police Chief, 1 Year	P9 - 6	\$116,348		P9 - 6	\$122,166
Police Chief, 1 Year	P9 - 7	\$122,166		P9 - 7	\$128,274
Police Chief, 1 Year	P9 - 8	\$128,274		P9 - 8	\$134,688
Police Chief, 1 Year	P9 - 9	\$134,688		P9 - 9	\$141,423
Police Chief, 1 Year	P9 - 10	\$141,423		P9 - 10	\$148,494
Police Chief, 1 Year	P9 - 11	\$148,494		P9 - 11	\$155,918
Police Chief, 1 Year	P9 - 12	\$155,918		P9 - 12	\$163,715
Police Chief, 1 Year	P9 -13	\$163,715		P9 -13	\$171,900
Police Chief, 1 Year	P8 - 14	\$171,900		P9 -14	\$180,495
Police Chief, 1 Year	P8 - 15	\$180,495		P9 - 15	\$189,520
Police Chief, 1 Year	P9 - 16	\$189,520		P9 - 16	\$198,996
Police Chief, 1 Year	P9 -17	\$198,996		P9 - 17	\$208,946
Police Chief	P9 - 18	\$208,946		P9 -18	\$213,125
			P9 - 18	\$213,125	

Executives will have their pay adjusted effective on their normal pay step increase date (anniversary of their hire date or anniversary of their promotion date).

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 5, 7
DEPARTMENT: Mobility and Street Services
CMO: Jill A. Jordan, P.E., 670-5299
MAPSCO: 48Y

SUBJECT

Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation through a grant from the U. S. Department of Transportation Federal Highway Administration to provide cost reimbursement for material and labor costs incurred by the City for traffic signal improvements at Loop 12 (Buckner Boulevard) and Scyene Road; **(2)** the receipt and deposit of funds from the Texas Department of Transportation in the amount of \$21,346; and **(3)** the establishment of appropriations in the amount of \$21,346 in the Texas Department of Transportation Grant Fund - Not to exceed \$21,346 - Financing: Texas Department of Transportation Grant Funds

BACKGROUND

The City of Dallas was awarded grant funding totaling \$6.17 million from the 2015 Highway Safety Improvement Program (HSIP) administered by the Texas Department of Transportation (TxDOT) to upgrade several high accident intersections in the City of Dallas. After further TxDOT review, TxDOT awarded the City an additional intersection (Loop 12 and Scyene Road) for safety improvements and traffic signal replacement.

TxDOT will advertise for construction in February 2017. Intersection improvements will include upgrades to pedestrian features, signage, pavement markings and reconstruction of traffic signals.

To remain consistent with other equipment in the city-wide system, the City of Dallas will provide labor and material for installation of traffic signal controllers, controller cabinets, traffic signs and other traffic control equipment for the project. TxDOT has agreed to reimburse the City for 100% of the above cost which includes labor and material.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction June 2017
Complete Construction February 2018

FISCAL INFORMATION

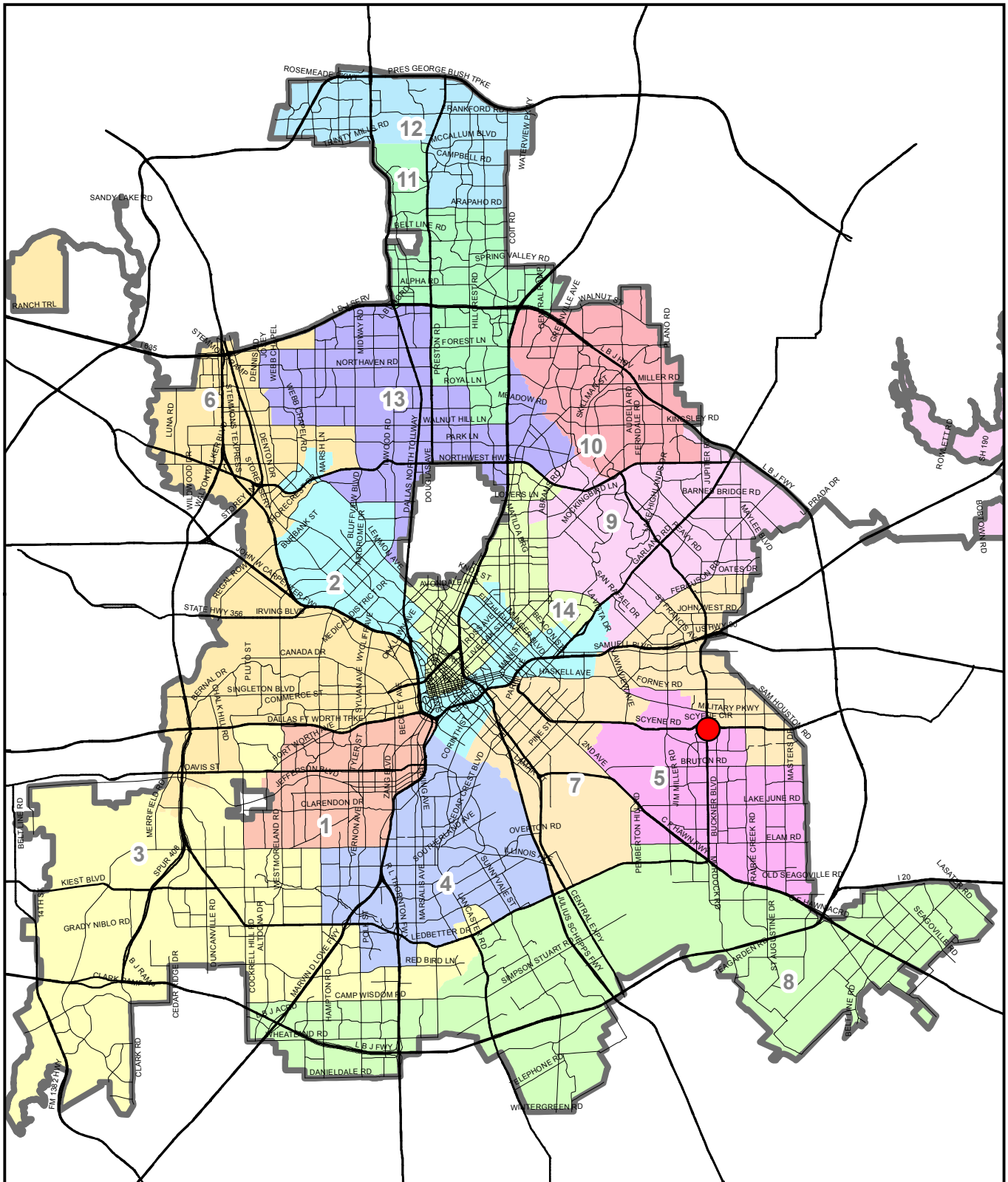
Texas Department of Transportation Grant Funds - \$21,345.28

<u>Council District</u>	<u>Amount</u>
5	\$ 16,008.96 (75% of the intersection)
7	<u>\$ 5,336.32</u> (25% of the intersection)
Total	\$ 21,345.28

MAP

Attached

Loop 12 and Scyene Road (Buckner Boulevard and Scyene Road)



**Council District 5,7
Mapsc0 Page 48Y**

January 11, 2017

WHEREAS, the Texas Department of Transportation (TxDOT) will provide reimbursement to the City of Dallas for material and labor costs incurred for traffic signal improvements at one on-system location at Loop 12 (Buckner Boulevard) and Scyene Road; and,

WHEREAS, TxDOT will reimburse 100% of labor and material costs in an amount not to exceed \$21,345.28; and,

WHEREAS, the City of Dallas desires to enter into an agreement with TxDOT to receive cost reimbursement for material and labor costs incurred for traffic signal improvements at Loop 12 (Buckner Boulevard) and Scyene Road, in the amount of \$21,345.28.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute an Interlocal Agreement with the Texas Department of Transportation through a grant from the U. S. Department of Transportation Federal Highway Administration (Agreement number CSJ #0581-01-144/CFDA No. 20.205) for traffic signal improvements at Loop 12 (Buckner Boulevard) and Scyene Road, in the amount of \$21,345.28 after it has been approved as to form by the City Attorney. The agreement remains effective as long as the project is incomplete or unless otherwise terminated or modified.

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit all reimbursements from TxDOT pertaining to this project in an amount not to exceed \$21,345.28 in Fund F8FT, Dept. STS, Unit 88FT, Revenue Source 6506.

Section 3. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$21,345.28 in Fund F8FT, Dept. STS, Unit 88FT, Act. THRG, Obj. 4820, Major Program STSMJR, Program TPF8FT16.

Section 4. That the Chief Financial Officer is hereby authorized to disburse funds from Fund F8FT, Dept. STS, Unit 88FT, Act. THRG, Obj. 4820, Major Program STSMJR, Program TPF8FT16, in an amount not to exceed \$21,345.28.

January 11, 2017

Section 5. That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

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

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): 6

DEPARTMENT: Mobility and Street Services
Water Utilities

CMO: Jill A. Jordan, P.E., 670-5299
Ryan S. Evans, 671-9837

MAPSCO: 42 R V

SUBJECT

Authorize a Project Specific Agreement to the Master Agreement with Dallas County for participation in the design, right-of-way acquisition, and construction of paving and drainage improvements for Cockrell Hill Road from La Reunion Parkway to Singleton Boulevard - Not to exceed \$6,305,000 - Financing: General Obligation Commercial Paper Funds (\$3,090,498), 2006 Bond Funds (\$2,709,502) and Water Utilities Capital Construction Funds (\$505,000)

BACKGROUND

Cockrell Hill Road from La Reunion Parkway to Singleton Boulevard Project is a partnership project between the City of Dallas and Dallas County. This project was submitted and subsequently selected in Dallas County's Major Capital Improvement Program (MCIP) Third Call for Projects in 2004, and the cost of the project is to be split 50/50 between the City and Dallas County. This action will authorize a Project Specific Agreement with and payment to Dallas County for the City's share of design and construction costs associated with the project.

The project is defined as a new roadway extension of Cockrell Hill Road from La Reunion Parkway to Singleton Boulevard across the Union Pacific railroad tracks with a new bridge and widening 1500 linear feet of Vinson Road north of the bridge. The bridge section will be four lanes divided and the roadway section will consist of five lanes with a two way left turn lane. This project will also provide a new traffic signal at the intersection of Cockrell Hill Road/Weisenberger Drive and Singleton Boulevard, sidewalks, drainage improvements, and water and wastewater upgrades. Dallas County is the lead/implementing agency responsible for administering the design and construction. The design for this project is near completion and Dallas County is working on right-of-way acquisition and utility relocations. Construction is estimated to commence in Spring 2018. The current estimated project cost including design, right-of-way acquisition, and construction is \$12,105,000.

BACKGROUND (Continued)

The City of Dallas is responsible for \$6,305,000 of which \$505,000 is for Dallas Water Utilities' water and wastewater improvements. Dallas County is responsible for the remaining project costs of \$5,800,000.

ESTIMATED SCHEDULE OF PROJECT

Began Design	April 2010
Complete Design	January 2017
Complete Property Acquisition	March 2017
Complete Utility Relocation	December 2017
Begin Construction	March 2018
Complete Construction	April 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a Master Agreement with Dallas County governing Major Capital Improvement Program on January 10, 2001, by Resolution No. 01-0104.

Authorized submission, acceptance, and implementation of the City of Dallas candidate projects for Dallas County's MCIP Third Call for Projects on August 27, 2003, by Resolution No. 03-2345.

Authorized a new Master Agreement with Dallas County governing Major Capital Improvement Program on April 13, 2011, by Resolution No. 11-0927.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

General Obligation Commercial Paper Funds (2006 Bond Program) - \$3,090,498.25
2006 Bond Funds - \$2,709,501.75
Water Utilities Capital Construction Funds - \$505,000.00

FISCAL INFORMATION (Continued)

City's share

Engineering Design (this action)	\$ 762,500.00
Union Pacific Railroad Agreement (this action)	\$ 925,000.00
Right-of-way Acquisition (this action)	\$ 175,000.00
Utility Relocations (this action)	\$ 75,000.00
Construction (Water) - DWU (this action)	\$ 505,000.00
Construction (Paving & Drainage) - STS (this action)	<u>\$3,862,500.00</u>
Total	\$6,305,000.00

County's share

Engineering Design	\$ 762,500.00
Union Pacific Railroad Agreement	\$ 925,000.00
Right-of-way Acquisition	\$ 175,000.00
Utility Relocations	\$ 75,000.00
Construction (Paving & Drainage) - STS	<u>\$3,862,500.00</u>
Total	\$5,800,000.00

Total Estimated Project Costs \$12,105,000.00

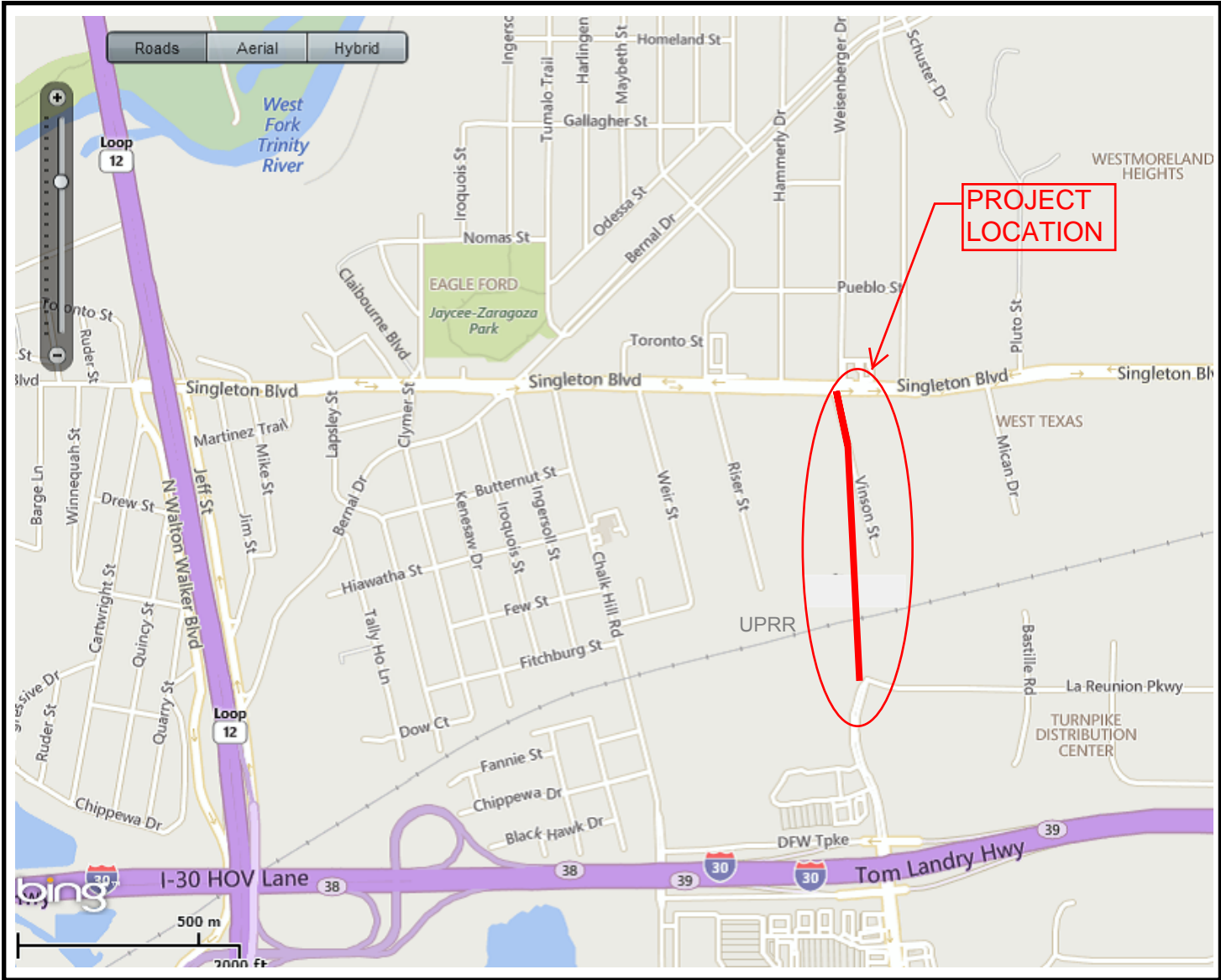
Project Share Cost

City of Dallas (STS)	\$5,800,000.00
City of Dallas (DWU)	\$ 505,000.00
Dallas County	\$5,800,000.00

MAP

Attached.

COCKRELL HILL ROAD PROJECT FROM LA REUNION PARKWAY TO SINGLETON BOULEVARD



January 11, 2017

WHEREAS, on January 10, 2001, Resolution No. 01-0104 authorized a Master Agreement with Dallas County governing Major Capital Improvement Program (MCIP) to be jointly funded and developed by Dallas County and the City of Dallas; and,

WHEREAS, on August 27, 2003, Resolution No. 03-2345 authorized submission, acceptance, and implementation of the City of Dallas candidate projects for the Dallas County's MCIP Third Call for Projects; and,

WHEREAS, Cockrell Hill Road from La Reunion Parkway to Singleton Boulevard was selected for participation and funding by the Dallas County's MCIP Third Call for Projects in 2004; and,

WHEREAS, on April 13, 2011, Resolution No. 11-0927 authorized a new Master Agreement with Dallas County governing MCIP with Dallas County; and,

WHEREAS, Dallas County is the lead agency for administering the design and construction of the Cockrell Hill Road from La Reunion Parkway to Singleton Boulevard project; and,

WHEREAS, it is now necessary to authorize the Project Specific Agreement with Dallas County for participation in the design, right-of-way acquisition, and construction of paving and drainage improvements for Cockrell Hill Road from La Reunion Parkway to Singleton Boulevard.

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 Project Specific Agreement with Dallas County for participation in the design, right-of-way acquisition, and construction of paving and drainage improvements for Cockrell Hill Road from La Reunion Parkway to Singleton Boulevard, after it has been approved as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Street and Transportation Improvements Fund
Fund 2T22, Department STS, Unit U205, Act. INGV
Obj 4510, Program #PB06U205, CT STS06U205D1
Vendor #014003, in an amount not to exceed \$ 209,644.59

January 11, 2017

Street and Transportation Improvements Fund Fund 3T22, Department STS, Unit U205, Act. INGV Obj 4510, Program #PB06U205, CT STS06U205D1 Vendor #014003, in an amount not to exceed	\$2,499,857.16
Street and Transportation Improvements Fund Fund 4T22, Department STS, Unit U205, Act. INGV Obj 4510, Program #PB06U205, CT STS06U205D1 Vendor #014003, in an amount not to exceed	\$3,090,498.25
Wastewater Construction Fund Fund 0103, Department DWU, Unit CS42 Obj 3222, Program #714146X, CT DWU714146EN Vendor #014003, in an amount not to exceed	\$ 4,000.00
Water Construction Fund Fund 0102, Department DWU, Unit CW42 Obj 3221, Program #714145X, CT DWU714145EN Vendor #014003, in an amount not to exceed	\$ 20,000.00
Wastewater Construction Fund Fund 0103, Department DWU, Unit CS42 Obj 4560, Program #714146, CT DWU714146CP Vendor #014003, in an amount not to exceed	\$ 220,310.00
Water Construction Fund Fund 0102, Department DWU, Unit CW42 Obj 4550 Program #714145, CT DWU714145CP Vendor #014003, in an amount not to exceed	<u>\$ 260,690.00</u>
Total amount not to exceed	\$6,305,000.00

Section 3. That the Chief Financial Officer is hereby authorized to deposit any unused Bond Funds advanced to Dallas County pertaining to the project into Fund 4T22, Department STS, Unit U205, Object 4510.

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): 6, 13

DEPARTMENT: Mobility and Street Services
Water Utilities

CMO: Jill A. Jordan, P.E., 670-5299
Ryan S. Evans, 671-9837

MAPSCO: 23R 24N 34A 42G

SUBJECT

Authorize **(1)** street paving, storm drainage, water and wastewater main improvements, and alley paving for Project Group 12-3001; provide for partial payment of construction cost by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law (list attached); and **(2)** a benefit assessment hearing to be held on February 22, 2017, to receive comments - Financing: No cost consideration to the City

BACKGROUND

Palacios Avenue from Ottawa Road to Canada Drive was requested by property owner petition and accepted on April 24, 2007. The alley between Capps Drive and Rexford Drive from Lemmon Avenue parallel to Glencrest Lane was requested by property owner petition and accepted on December 14, 2007. The alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane was requested by property owner petition and accepted on May 27, 2008. The alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane was requested by property owner petition and accepted on November 17, 2010. All of these projects were subsequently funded in the 2012 Bond Program. A professional services contract for the design was authorized by City Council on January 22, 2014, by Resolution No. 14-0190. This action will authorize the project, partial payment of cost by assessment, and a benefit assessment hearing. The street improvement will consist of upgrading the existing unimproved two-lane asphalt street with 26-foot wide concrete pavement with curbs, sidewalks, drive approaches, installation of a storm drainage system and water and wastewater main improvements. The alley improvements will consist of upgrading the unimproved gravel and dirt alleys with 10-foot wide concrete pavement; drainage improvements and water main improvements.

BACKGROUND (Continued)

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 1st and 2nd steps in the process.

ESTIMATED SCHEDULE OF PROJECT

Began Design	March 2014
Completed Design	October 2016
Begin Construction	May 2017
Complete Construction	May 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract for engineering services on January 22, 2014, by Resolution No.14-0190.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

Design	\$ 109,355.50
Construction	
Paving&Drainage (MSS)	\$1,030,285.00 (est.)
Water & Wastewater (WTR)	<u>\$ 527,324.30 (est.)</u>
Total Project Cost	\$1,666,964.80 (est.)

<u>Council District</u>	<u>Amount</u>
6	\$1,432,744.30 (est.)
13	<u>\$ 124,865.00 (est.)</u>
Total	\$1,557,609.30 (est.)

This project does involve assessments.

MAPS

Attached.

Project Group 12-3001

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Palacios Avenue	from Ottawa Road to Canada Drive	6
Alley between Capps Drive and Rexford Drive	from Lemmon Avenue parallel to Glencrest Lane	13
Alley between Hurley Way and Lenel Place	from Williamsburg Road to "T" alley south of Walnut Hill Lane	6
Alley between Manana Drive and Park Lane	from Larga Drive to Marsh Lane	6

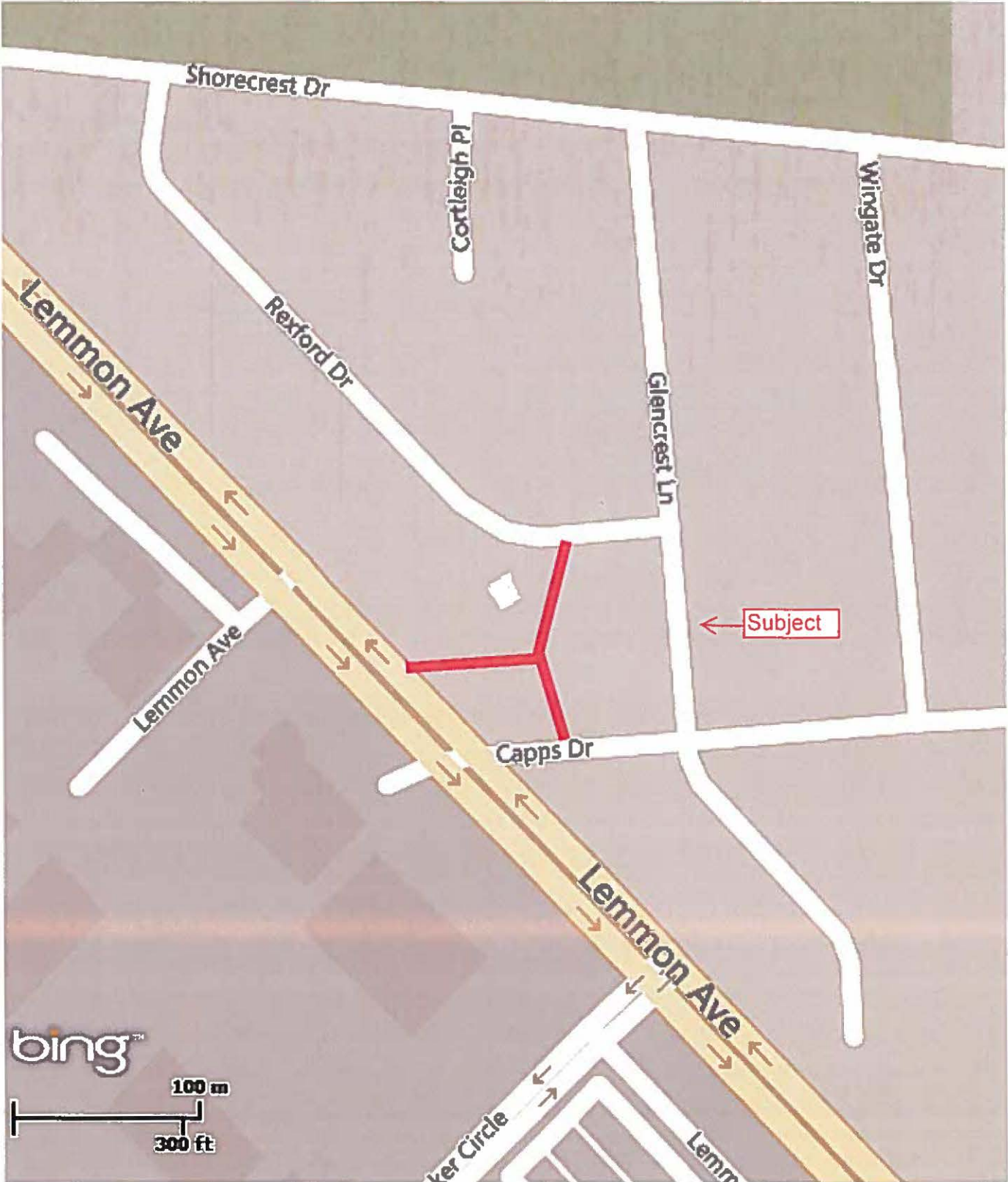
PROJECT GROUP 12-3001



MAPSCO 42G



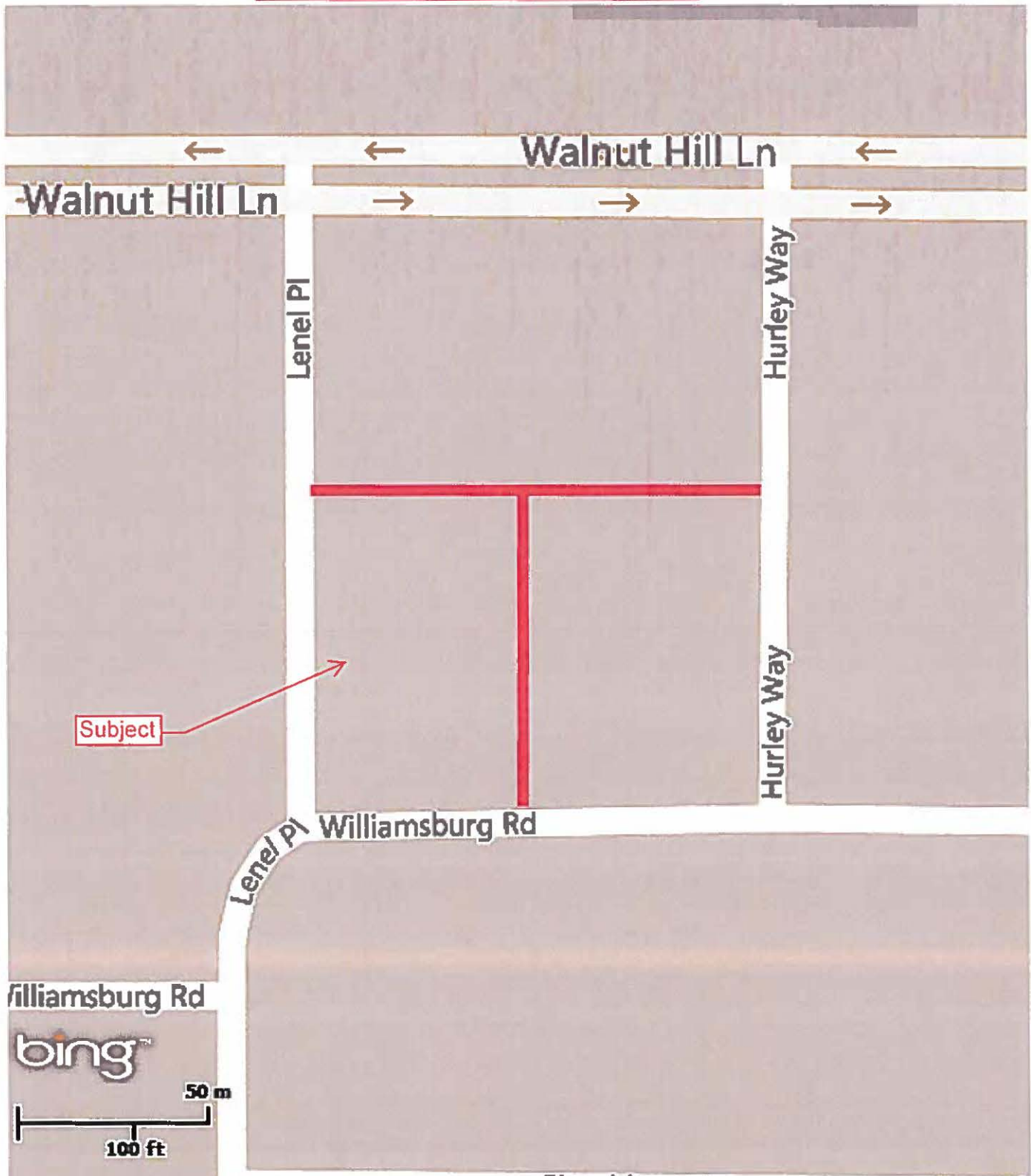
PROJECT GROUP 12-3001



MAPSCO 34A



PROJECT GROUP 12-3001



Subject

Williamsburg Rd

bing™

50 m

100 ft

Glenside Rd

MAPSCO 24N



PROJECT GROUP 12-3001



MAPSCO 23R

January 11, 2017

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

Now, Therefore,

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

SECTION 1. That the following street and alleys

Project Group 12-3001

Street:

1. Palacios Avenue from Ottawa Road to Canada Drive

Alleys:

2. Alley between Capps Drive and Rexford Drive from Lemmon Avenue parallel to Glencrest Lane
3. Alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane
4. Alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane

shall be improved in the following manner, to wit:

(1) That said street and alleys shall be profiled so as to bring same to design grade.

(2) That said street shall be paved from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime treated base; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadway shall be 26 feet in width; and,

(3) That said alleys shall be paved with 6-inch thick, 4500-pounds per square inch reinforced concrete, 10 feet in width; with a 6-inch thick flex base subgrade; 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.

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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 storm sewers, and all the cost of improving intersections of said street and alleys with other street and alleys, and partial adjusted frontages on side property, except so much thereof as shall be borne by streets, railways, and steam railways, as provided in Subsection (a)

(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 and alleys shall be paid by the owners of property abutting on said streets and alleys named to be paved, in the following manner, to wit:

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.

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That the contractor shall be paid for the work performed under the specifications, upon monthly estimates to be prepared by the Director of Mobility and Street Services. 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 Mobility and Street Services. 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.

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 Mobility and Street Services 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 and alley 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:

Project Group 12-3001

1. Palacios Avenue from Ottawa Road to Canada Drive

West Side of Street			East Side of Street		
<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>	<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Joe A Irwin 2	2/7163	12	Joe A Irwin 2	3/7163	1
Joe A Irwin 2	2/7163	11	Joe A Irwin 2	3/7163	2
Joe A Irwin 2	2/7163	10	Joe A Irwin 2	3/7163	3
Joe A Irwin 2	2/7163	9	Joe A Irwin 2	3/7163	4
Joe A Irwin 2	2/7163	8	Joe A Irwin 2	3/7163	5
Joe A Irwin 2	2/7163	19	Joe A Irwin 2	3/7163	6
Joe A Irwin 2	2/7163	18	Joe A Irwin 2	3/7163	7
Joe A Irwin 2	2/7163	17	Joe A Irwin 2	3/7163	8
Joe A Irwin 2	2/7163	16	Joe A Irwin 2	3/7163	9
Joe A Irwin 2	2/7163	15	Joe A Irwin 2	3/7163	10
Joe A Irwin 2	2/7163	13&14	Joe A Irwin 2	3/7163	11
			Joe A Irwin 2	3/7163	12
			Joe A Irwin 2	3/7163	13
			Joe A Irwin 2	3/7163	14

2. Alley between Capps Drive and Rexford Drive from Lemmon Avenue to parallel to Glencrest Lane

Northwest Side of Alley			East Side of Alley		
<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>	<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Shore Crest Terrace	3/5065	10	Shore Crest Terrace	3/5065	5
Shore Crest Terrace	3/5065	9	Shore Crest Terrace	3/5065	4
Shore Crest Terrace	3/5065	6	Shore Crest Terrace	3/5065	3
			Shore Crest Terrace	3/5065	1

Southwest Side of Alley		
<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Shore Crest Terrace	3/5065	7
Shore Crest Terrace	3/5065	8

3. Alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane

West Side of Alley

<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Glenridge Estate 3	C/6220	8
Glenridge Estate 3	C/6220	9
Glenridge Estate 3	C/6220	10
Glenridge Estate 3	C/6220	11

East Side of Alley

<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Glenridge Estate 3	C/6220	4
Glenridge Estate 3	C/6220	5
Glenridge Estate 3	C/6220	6
Glenridge Estate 3	C/6220	7

North Side of Alley

<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Glenridge Estate 3	C/6220	1
Glenridge Estate 3	C/6220	2
Glenridge Estate 3	C/6220	3

4. Alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane

North Side of Alley

<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Brownwood Park	E/6144	1
Brownwood Park	E/6144	3
Brownwood Park	E/6144	4
Brownwood Park	E/6144	5
Brownwood Park	E/6144	6
Brownwood Park	E/6144	7
Brownwood Park	E/6144	8
Brownwood Park	E/6144	9
Brownwood Park	E/6144	10
Brownwood Park	E/6144	11
Brownwood Park	E/6144	12
Brownwood Park	E/6144	13
Brownwood Park	E/6144	14
Brownwood Park	E/6144	15
Brownwood Park	E/6144	16
Brownwood Park	E/6144	17
Brownwood Park	E/6144	18
Brownwood Park	E/6144	19
Brownwood Park	E/6144	20
Brownwood Park	E/6144	21

South Side of Alley

<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Walnut Hill Estates	26/6144	20
Walnut Hill Estates	26/6144	19
Walnut Hill Estates	26/6144	18
Walnut Hill Estates	26/6144	17
Walnut Hill Estates	26/6144	16
Walnut Hill Estates	26/6144	15
Walnut Hill Estates	26/6144	14
Walnut Hill Estates	26/6144	13
Walnut Hill Estates	26/6144	12
Walnut Hill Estates	26/6144	11
Walnut Hill Estates	26/6144	10
Walnut Hill Estates	26/6144	9
Walnut Hill Estates	26/6144	8
Walnut Hill Estates	26/6144	7
Walnut Hill Estates	26/6144	6
Walnut Hill Estates	26/6144	5
Walnut Hill Estates	26/6144	4
Walnut Hill Estates	26/6144	3
Walnut Hill Estates	26/6144	2
Walnut Hill Estates	26/6144	1

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 11, 2017

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:

Project Group 12-3001

Street:

1. Palacios Avenue from Ottawa Road to Canada Drive

Alleys:

2. Alley between Capps Drive and Rexford Drive from Lemmon Avenue parallel to Glencrest Lane
3. Alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane
4. Alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane

for a part of the cost of improving said street and alleys, 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 street enumerated above, by paving said street from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime treated base; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadway shall be 26 feet in width; and

WHEREAS, the City Council has heretofore, by resolution, ordered the improvement of the alleys enumerated above, by paving said alleys with 6-inch thick, 4500-pounds per square inch reinforced concrete, 10 feet in width; with a 6-inch thick flex base subgrade; 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 Mobility and Street Services 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.

January 11, 2017

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 Mobility and Street Services 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 street and alleys, 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:

Project Group 12-3001

Street:

1. Palacios Avenue from Ottawa Road to Canada Drive

Alleys:

2. Alley between Capps Drive and Rexford Drive from Lemmon Avenue parallel to Glencrest Lane
3. Alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane
4. Alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane

shall be improved from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime treated base; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadway shall be 26 feet in width; and

shall be paved with 6-inch thick, 4500-pounds per square inch reinforced concrete, 10 feet in width; with a 6-inch thick flex base subgrade; and

The estimated cost of the improvements is **\$1,557,609.30 (est.)**

- a. The estimated rate per square yard to be assessed against abutting property and the owners thereof for concrete drive approaches is **\$47.21/S. Y.**
- b. The estimated rate per front foot to be assessed against abutting property and the owners thereof for concrete alley is: **\$18.24/L. F.**
- c. The estimated rate per front foot to be assessed against abutting property and the owners thereof for pavement improvements is as follows:

January 11, 2017

Where Property Classification is WSR-I (R-5(A))

The front rate for 6-inch thick reinforced concrete pavement 13.5 feet wide with curb: **\$90.00/L. F.**

The front rate for 4-inch thick reinforced concrete sidewalk is: **\$9.43/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.

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 **22nd** day of **February**, A.D. **2017**, 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.

January 11, 2017

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 Project Group 12-3001. That said street shall be paved curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime treated base; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadway shall be 26 feet in width; and that said alleys shall be paved with 6-inch thick, 4500-pounds per square inch reinforced concrete, 10 feet in width; with a 6-inch thick flex base subgrade and with estimates of the cost of improving the street and alley 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:

Project Group 12-3001

Street:

1. Palacios Avenue from Ottawa Road to Canada Drive

Total Property Owners' Cost - Assessments		\$121,249.29
Total Estimated City of Dallas' Cost - Paving	\$206,490.71	
Total Estimated City of Dallas' Cost - Drainage	\$72,950.00	
Total Estimated Water Utilities Department Cost Water and Wastewater Main Improvements	\$223,572.16	
Total Estimated City of Dallas' Cost		\$503,012.87
Total Estimated Cost of Improvements		\$624,262.16

Alleys:

2. Alley between Capps Drive and Rexford Drive from Lemmon Avenue parallel to Glencrest Lane

Total Property Owners' Cost - Assessments		\$11,018.47
Total Estimated City of Dallas' Cost - Paving	\$113,846.53	
Total Estimated City of Dallas' Cost		\$113,846.53
Total Estimated Cost of Improvements		\$124,865.00

3. Alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane

Total Property Owners' Cost - Assessments		\$16,452.48
Total Estimated City of Dallas' Cost - Paving	\$155,247.52	
Total Estimated City of Dallas' Cost		\$155,247.52
Total Estimated Cost of Improvements		\$171,700.00

4. Alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane

Total Property Owners' Cost - Assessments		\$47,357.14
Total Estimated City of Dallas' Cost - Paving	\$262,172.86	
Total Estimated City of Dallas' Cost - Drainage	\$23,500.00	
Total Estimated Water Utilities Department Cost Water Main Improvements	\$303,752.14	
Total Estimated City of Dallas' Cost		\$589,425.00
Total Estimated Cost of Improvements		\$636,782.14

Project Group 12-3001

Street:

1. Palacios Avenue from Ottawa Road to Canada Drive

Alleys:

2. Alley between Capps Drive and Rexford Drive from Lemmon Avenue parallel to Glencrest Lane
3. Alley between Hurley Way and Lenel Place from Williamsburg Road to "T" alley south of Walnut Hill Lane
4. Alley between Manana Drive and Park Lane from Larga Drive to Marsh Lane

Grand Total Property Owners' Cost - Assessments	\$196,077.38
Estimated Grand Total City of Dallas' Cost - Paving	\$737,757.62
Estimated Grand Total City of Dallas' Cost - Drainage	\$96,450.00
Estimated Grand Total Water Utilities Department Cost Water and Wastewater Main Improvements	\$527,324.30
Estimated Grand Total City of Dallas' Cost	\$1,361,531.92
Estimated Grand Total Cost of Improvements	\$1,557,609.30

The Director of Mobility and Street Services reports that representatives of this Department have studied the actual existing conditions on the ground on these particular streets and alleys, and find that the existing roadways have a narrow asphalt surface with shallow earth drainage ditches; and that there are poor conditions existing on these dirt and gravel alleys which have accessibility and drainage issues. Taking all of this and other factors into consideration; plans and specifications have been prepared for these improvements. We believe that this paving will improve the properties abutting on said streets and alleys, 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, Mobility and Street Services Department

PROJECT GROUP 12-3001

1. PALACIOS AVENUE FROM OTTAWA ROAD TO CANADA DRIVE

SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH LIME STABILIZED BASE; WITH 6-INCH HEIGHT INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
WEST SIDE OF STREET							
<i>JOE A IRWIN 2</i>							
JESUS V MASCORRO 4028 HAMMERLY DR DALLAS, TX 75212	12 4107	2/7163	83 57	FT PVMT FT WALK	\$90.00 \$9.43	\$7,470.00 \$537.51	
	Palacios Ave		24.4	SY DR(15'Wide)	\$47.21	\$1,151.92	\$9,159.43
REYNALDO MARTINEZ & SYLVIA MARTINEZ 4111 PALACIOS AVE DALLAS, TX 75212	11	2/7163	50 35 12	FT PVMT FT WALK FT DRIVE	\$90.00 \$9.43 No Cost	\$4,500.00 \$330.05 \$0.00	\$4,830.05
REYNALDO MARTINEZ & SYLVIA MARTINEZ 4111 PALACIOS AVE DALLAS, TX 75212	10 4115	2/7163	50 50	FT PVMT FT WALK	\$90.00 \$9.43	\$4,500.00 \$471.50	\$4,971.50
	Palacios Ave						
PAUL ALEMAN JR & MARGARITA ALEMAN 4564 CEDAR PATH DR DALLAS, TX 75211	9 4119	2/7163	50 50	FT PVMT FT WALK	\$90.00 \$9.43	\$4,500.00 \$471.50	\$4,971.50
	Palacios Ave						
SUSANA BARJAS 4123 PALACIOS AVE DALLAS, TX 75212	8	2/7163	50 31 14	FT PVMT FT WALK FT DRIVE	\$90.00 \$9.43 No Cost	\$4,500.00 \$292.33 \$0.00	\$4,792.33

PROJECT GROUP 12-3001

1. PALACIOS AVENUE FROM OTTAWA ROAD TO CANADA DRIVE

SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH LIME STABILIZED BASE; WITH 6-INCH HEIGHT INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT	
JOE A IRWIN								
CLAUDIA T PRECIADO 4127 PALACIOS AVE DALLAS, TX 75212	19	2/7163	50	FT PVMT	\$90.00	\$4,500.00		
			17	FT WALK	\$9.43	\$160.31		
			16.3	SY DR(12'Wide)	\$47.21	\$769.52		
							\$5,429.83	
DANIEL ESTRADA 4131 PALACIOS AVE DALLAS, TX 75212	18	2/7163	50	FT PVMT	\$90.00	\$4,500.00		
			34	FT WALK	\$9.43	\$320.62		
			21.3	SY DR(15'Wide)	\$47.21	\$1,005.57		
							\$5,826.19	
DALIA SANCHEZ & SAUL SORIA 4809 BERNAL DR DALLAS, TX 75212	17	2/7163	40	FT PVMT	\$90.00	\$3,600.00		
			4135	24	FT WALK	\$9.43		\$226.32
			Palacios Ave	16	FT DRIVE	No Cost		\$0.00
							\$3,826.32	
BRENDA HINOJOSA 4146 MAYBETH ST DALLAS, TX 75212	16	2/7163	39	FT PVMT	\$90.00	\$3,510.00		
			4139	39	FT WALK	\$9.43		\$367.77
			Palacios Ave					
							\$3,877.77	
JOSE A ESCAMILLA 4143 PALACIOS AVE DALLAS, TX 75212	15	2/7163	38	FT PVMT	\$90.00	\$3,420.00		
				25	FT WALK	\$9.43		\$235.75
				17.7	SY DR(12'Wide)	\$47.21		\$835.62
							\$4,491.37	

PROJECT GROUP 12-3001

1. PALACIOS AVENUE FROM OTTAWA ROAD TO CANADA DRIVE

SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH LIME STABILIZED BASE; WITH 6-INCH HEIGHT INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
JOE A IRWIN 2							
JUSTO HERNANDEZ	13 &14	2/7163	88	FT PVMT	\$90.00	\$7,920.00	
CONNIE HERNANDEZ			63	FT WALK	\$9.43	\$594.09	
4147 PALACIOS AVE			24.4	SY DR(15'Wide)	\$47.21	\$1,151.92	
DALLAS, TX 75212							\$9,666.01
EAST SIDE OF STREET							
SAUL SORIA	1	3/7163	45	FT WALK	\$9.43	\$424.35	
4142 PALACIOS AVE	4154						\$424.35
DALLAS, TX 75212	Palacios Ave						
SAUL SORIA	2	3/7163	34	FT PVMT	\$90.00	\$3,060.00	
4142 PALACIOS AVE	4150		34	FT WALK	\$9.43	\$320.62	
DALLAS, TX 75212	Palacios Ave		17.7	SY DR(12'Wide)	\$47.21	\$835.62	\$4,216.24
SAUL SORIA	3	3/7163	35	FT PVMT	\$90.00	\$3,150.00	
4142 PALACIOS AVE	4146		35	FT WALK	\$9.43	\$330.05	
DALLAS, TX 75212	Palacios Ave						\$3,480.05
SAUL SORIA & DALIA SORIA	4	3/7163	42	FT PVMT	\$90.00	\$3,780.00	
4809 BERNAL DR	4142		22	FT WALK	\$9.43	\$207.46	
DALLAS, TX 75212	Palacios Ave						\$3,987.46

PROJECT GROUP 12-3001

1. PALACIOS AVENUE FROM OTTAWA ROAD TO CANADA DRIVE

SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH LIME STABILIZED BASE; WITH 6-INCH HEIGHT INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
JOE A IRWIN 2						
DALIA SANCHEZ 4809 BERNAL DR DALLAS, TX 75212	5 4138	3/7163	42 FT PVMT 42 FT WALK	\$90.00 \$9.43	\$3,780.00 \$396.06	\$4,176.06
	Palacios Ave					
DALIA SANCHEZ 4809 BERNAL DR DALLAS, TX 75212	6 4134	3/7163	44 FT PVMT 44 FT WALK	\$90.00 \$9.43	\$3,960.00 \$414.92	\$4,374.92
	Palacios Ave					
FRANCISCO SANCHEZ 4130 PALACIOS AVE DALLAS, TX 75212	7	3/7163	45 FT PVMT 27 FT WALK 18.4 SY DR(13'Wide)	\$90.00 \$9.43 \$47.21	\$4,050.00 \$254.61 \$868.66	\$5,173.27
FRANCISCO SANCHEZ 4130 PALACIOS AVE DALLAS, TX 75212	8 4126	3/7163	45 FT PVMT 45 FT WALK	\$90.00 \$9.43	\$4,050.00 \$424.35	\$4,474.35
	Palacios Ave					
ROY L THORNE P O BOX 566 DESOTO, TX 75123	9 4122	3/7163	47 FT PVMT 29 FT WAK 18.9 SY DR(13'Wide)	\$90.00 \$9.43 \$47.21	\$4,230.00 \$273.47 \$892.27	\$5,395.74
	Palacios Ave					

PROJECT GROUP 12-3001

1. PALACIOS AVENUE FROM OTTAWA ROAD TO CANADA DRIVE

SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH LIME STABILIZED BASE; WITH 6-INCH HEIGHT INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
JOE E IRWIN 2							
RUBEN C MAGANA TR & MARY V MAGANA TR 4118 PALACIOS AVE DALLAS, TX 75212	10	3/7163	48	FT PVMT	\$90.00	\$4,320.00	\$4,621.76
			32	FT WALK	\$9.43	\$301.76	
			16	FT DRIVE	No Cost	\$0.00	
BENITO HERNANDEZ 4114 PALACIOS AVE DALLAS, TX 75212	11	3/7163	50	FT PVMT	\$90.00	\$4,500.00	\$4,858.34
			38	FT WALK	\$9.43	\$358.34	
			12	FT DRIVE	No Cost	\$0.00	
QUIRINO MEDINA 5230 BRYCE CANYON RD DALLAS, TX 75211	12	3/7163 4110 Palacios Ave	49	FT PVMT	\$90.00	\$4,410.00	\$4,872.07
			49	FT WALK	\$9.43	\$462.07	
RAFAEL MEDINA 3126 HAMMERLY DR DALLAS, TX 75212	13	3/7163 4106 Palacios Ave	48	FT PVMT	\$90.00	\$4,320.00	\$4,659.48
			36	FT WALK	\$9.43	\$339.48	
			12	DRIVE	No Cost	\$0.00	
BEATRICE ORNELAS 4102 PALACIOS AVE DALLAS, TX 75212	14	3/7163	49	FT PVMT	\$90.00	\$4,410.00	\$4,692.90
			30	FT WALK	\$9.43	\$282.90	
			19	FT DRIVE	No Cost	\$0.00	

PROJECT GROUP 12-3001

1. PALACIOS AVENUE FROM OTTAWA ROAD TO CANADA DRIVE

TOTAL PROPERTY OWNERS' COST ASSESSMENTS		\$121,249.29
ESTIMATED TOTAL CITY OF DALLAS' COST - PAVING	\$206,490.71	
ESTIMATED TOTAL CITY OF DALLAS' COST - DRAINAGE	\$72,950.00	
ESTIMATED TOTAL DALLAS WATER UTILITIES COST WATER AND WASTEWATER MAIN CONSTRUCTION	\$223,572.16	
ESTIMATED TOTAL CITY OF DALLAS' COST		\$503,012.87
ESTIMATED TOTAL COST OF IMPROVEMENTS		\$624,262.16

PROJECT GROUP 12-3001

**2. ALLEY BETWEEN CAPPS DRIVE AND REXFORD DRIVE FROM LEMMON AVENUE
 PARALLEL TO GLENCREST LANE
 SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
 REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
NORTHWEST SIDE OF ALLEY						
<i>SHORE CREST TERRACE</i>						
D MICHAEL CANNADY REVOCABLE TRUST 8723 REXFORD DR DALLAS, TX 75209	10	3/5065	34 FT PMVT	\$18.24	\$620.16	\$620.16
ROBERT L SORRELLS TRUST 8201 PRESTON RD STE 520 DALLAS, TX 75225	9 8719 Rexford Dr	3/5065	62 FT PMVT	\$18.24	\$1,130.88	\$1,130.88
THOMAS L ARNOLD LANA M ARNOLD 8715 REXFORD DR DALLAS, TX 75209	6	3/5065	52 FT PMVT	\$18.24	\$948.48	\$948.48
EAST SIDE OF ALLEY						
TRAVIS B SINGLETON 8623 GLENCREST LN DALLAS, TX 75209	5 Acs. 0.230	3/5065	57 FT PMVT	\$18.24	\$1,039.68	\$1,039.68
CHANNING E MILFELD & CHRISTOPHER P MILFELD 8619 GLENCREST LN DALLAS, TX 75209	4	3/5065	63 FT PMVT	\$18.24	\$1,149.12	\$1,149.12
THE BROYLES GROUP LLC 25 HIGHLAND PARK VLG #100 DALLAS, TX 75205	3 8615 Glencrest Ln	3/5065	61 FT PMVT	\$18.24	\$1,112.64	\$1,112.64

PROJECT GROUP 12-3001

**2. ALLEY BETWEEN CAPPS DRIVE AND REXFORD DRIVE FROM LEMMON AVENUE
 PARALLEL TO GLENCREST LANE
 SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
 REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
SHORE CREST TERRACE						
JASON & YVETTE COFFMAN 8609 GLENCREST LN DALLAS, TX 75209	2	3/5065	63 FT PMVT 20 FT DRIVE	\$18.24 No Cost	\$1,149.12 \$0.00	\$1,149.12
DENNIS SCOTT DAVIS JR & COURTENAY L DAVIS 8603 GLENCREST LN DALLAS, TX 75209	1	3/5065	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
SOUTHWEST SIDE OF ALLEY						
MARIVILLA M PARRAMORE & DAVID PARRAMORE 3843 CAPPS DR DALLAS, TX 75209	7	3/5065	57 FT PMVT 6.6 SY DR(15'Wide)	\$18.24 \$47.21	\$1,039.68 \$311.59	\$1,351.27
SING YEE POONG & NYOK CHING CHEONG 4401 LONE TREE DRIVE PLANO, TX 75093	8 3839 Capps Dr	3/5065	78 FT PMVT	\$18.24	\$1,422.72	\$1,422.72

PROJECT GROUP 12-3001

**2. ALLEY BETWEEN CAPPS DRIVE AND REXFORD DRIVE FROM
LEMMON AVENUE PARALLEL TO GLENCREST LANE**

TOTAL PROPERTY OWNERS' COST ASSESSMENTS		\$11,018.47
ESTIMATED TOTAL CITY OF DALLAS' COST - PAVING	\$113,846.53	
ESTIMATED TOTAL CITY OF DALLAS' COST		\$113,846.53
ESTIMATED TOTAL COST OF IMPROVEMENTS		\$124,865.00

PROJECT GROUP 12-3001

**3. ALLEY BETWEEN HURLEY WAY AND LENEL PLACE FROM WILLIAMSBURG ROAD
TO "T" ALLEY SOUTH OF WALNUT HILL LANE
SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
WEST SIDE OF ALLEY						
<i>GLENRIDGE ESTATES 3</i>						
SALVADOR IMPASTATO & LORI IMPASTATO 9918 LENEL PL DALLAS, TX 75220	8	C/6620	76 FT PVMT	\$18.24	\$1,386.24	\$1,386.24
ELINORE C GONDOLF 9922 LENEL PL DALLAS, TX 75220	9	C/6220	70 FT PVMT	\$18.24	\$1,276.80	\$1,276.80
BLAIR W CARPENTER & SUSAN C CARPENTER 9926 LENEL PL DALLAS, TX 75220	10	C/6220	69 FT PVMT	\$18.24	\$1,258.56	\$1,258.56
MARTHA DORA VASQUEZ 9934 LENEL PL DALLAS, TX 75220	11	C/6220	55 FT PVMT	\$18.24	\$1,003.20	\$1,003.20
NORTH SIDE OF ALLEY						
GUIDO BOUMAN 4006 WALNUT HILL LN DALLAS, TX 75229	1	C/6220	122 FT PVMT	\$18.24	\$2,225.28	\$2,225.28

PROJECT GROUP 12-3001

**3. ALLEY BETWEEN HURLEY WAY AND LENEL PLACE FROM WILLIAMSBURG ROAD
TO "T" ALLEY SOUTH OF WALNUT HILL LANE
SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
<i>GLENRIDGE ESTATES 3</i>							
ANTONIA GUERRERO 4016 WALNUT HILL LN DALLAS, TX 75229	2	C/6220	121 FT	PVMT	\$18.24	\$2,207.04	\$2,207.04
WILLIAM E JOHNSON 4026 WALNUT HILL LN DALLAS, TX 75229	3	C/6220	120 FT	PVMT	\$18.24	\$2,188.80	\$2,188.80
EAST SIDE OF ALLEY							
RONALD R DOWD 9923 HURLEY WAY DALLAS, TX 75220	4	C/6220	54 FT	PVMT	\$18.24	\$984.96	\$984.96
A H SYLVESTER 9915 HURLEY WAY DALLAS, TX 75220	5	C/6220	69 FT	PVMT	\$18.24	\$1,258.56	\$1,258.56
WILLIAM A GALLAGHER 9911 HURLEY WAY DALLAS, TX 75220	6	C/6220	70 FT	PVMT	\$18.24	\$1,276.80	\$1,276.80
KELLI A LAOS 9905 HURLEY WAY DALLAS, TX 75220	7	C/6220	76 FT	PVMT	\$18.24	\$1,386.24	\$1,386.24

PROJECT GROUP 12-3001

**3. ALLEY BETWEEN HURLEY WAY AND LENEL PLACE FROM WILLIAMSBURG ROAD
TO "T" ALLEY SOUTH OF WALNUT HILL LANE**

TOTAL PROPERTY OWNERS' COST ASSESSMENTS		\$16,452.48
ESTIMATED TOTAL CITY OF DALLAS' COST - PAVING	\$155,247.52	
ESTIMATED TOTAL CITY OF DALLAS' COST		\$155,247.52
ESTIMATED TOTAL COST OF IMPROVEMENTS		\$171,700.00

PROJECT GROUP 12-3001

**4. ALLEY BETWEEN MANANA DRIVE AND PARK LANE FROM LARGA DRIVE
TO MARSH LANE**

**SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMEN
NORTH SIDE OF ALLEY						
BROWNWOOD PARK						
ISMAEL GARDUNO & MARIA I GARDUNO 9816 LARGA DR DALLAS, TX 75220	1	E/6144	54 FT PMVT	\$18.24	\$984.96	\$984.96
ANTONIO R CRUZ & MARIA J CRUZ 3538 PARK LN DALLAS, TX 75220	3	E/6144	60 FT PMVT 4.1 SY DR(10'Wide)	\$18.24 \$47.21	\$1,094.40 \$193.56	\$1,287.96
ANTONIO F HUARINGA 3606 PARK LN DALLAS, TX 75220	4	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
GUADALUPE HERRERA 3548 PARK LN DALLAS, TX 75220	5	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
AURELIANO URESTI & MARIA URESTI 3554 PARK LN DALLAS, TX 75220	6	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40

PROJECT GROUP 12-3001

**4. ALLEY BETWEEN MANANA DRIVE AND PARK LANE FROM LARGA DRIVE
TO MARSH LANE**

**SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMEN
BROWNWOOD PARK						
CHARLES VILLASANA & KAY L VILLASANA 11429 SNOW WHITE DR DALLAS, TX 75229	7 3558 Park Ln	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
JOSE A CORDERO & BALBINA P CORDERO 3564 PARK LN DALLAS, TX 75220	8	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
ALFRED L GONZALES 3568 PARK LN DALLAS, TX 75220	9	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
PRUDENCIO PINEDA JR 2608 DRISKILL DR EULESS, TX 76039	10 3602 Park Ln	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
ANTONIO HUARINGA 3606 PARK LN DALLAS, TX 75220	11	E/6144	60 FT PMVT 12 FT DRIVE	\$18.24 No Cost	\$1,094.40 \$0.00	\$1,094.40
ANTONIO F HUARINGA 3606 PARK LN DALLAS, TX 75220	12 3612 Park Ln	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40

PROJECT GROUP 12-3001

**4. ALLEY BETWEEN MANANA DRIVE AND PARK LANE FROM LARGA DRIVE
TO MARSH LANE**

**SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMEN
BROWNWOOD PARK						
ANTONIO F HUARINGA 3616 PARK LN DALLAS, TX 75220	13	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
MARTHA DUNGEY 3622 PARK LN DALLAS, TX 75220	14	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
PEDRO A SANCHEZ 3626 PARK LN DALLAS, TX 75220	15	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
DAVID C OLIVAREZ 3630 PARK LN DALLAS, TX 75220	16	E/6144	60 FT PMVT 5 SY DR(10'Wide)	\$18.24 \$47.21	\$1,094.40 \$236.05	\$1,330.45
DAVID URIOSTEGUI & YOLANDA ARAND 3636 PARK LN DALLAS, TX 75220	17	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
EDUWIGES RAMIREZ & MARIA R RAMIREZ 3640 PARK LN DALLAS, TX 75220	18	E/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40

PROJECT GROUP 12-3001

**4. ALLEY BETWEEN MANANA DRIVE AND PARK LANE FROM LARGA DRIVE
TO MARSH LANE**

**SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMEN
BROWNWOOD PARK						
FERNANDO QUEZADA 3644 PARK LN DALLAS, TX 75220	19	E/6144	60 FT PMVT 21 FT DRIVE	\$18.24 No Cost	\$1,094.40 \$0.00	\$1,094.40
BETTY JOE SCOTT 3650 PARK LN DALLAS, TX 75220	20	E/6144	60 FT PMVT 5 SY DR(10'Wide)	\$18.24 \$47.21	\$1,094.40 \$236.05	\$1,330.45
RAQUEL H SANCHEZ 1404 LINCOLN DR CARROLLTON TX 75006	21 3654	E/6144 Park Ln	79 FT PMVT 9.3 SY DR(23'Wide)	\$18.24 \$47.21	\$1,440.96 \$439.05	\$1,880.01
SOUTH SIDE OF ALLEY						
WALNUT HILL ESTATES						
WILLIAM M KEEL ANDREA BRIDEN 3653 MANANA DR DALLAS, TX 75220	20	26/6144	75 FT PMVT	\$18.24	\$1,368.00	\$1,368.00
ZISHA WARIS & SHAZIE YUSUF 1100 DAMSEL GINER LN LEWISVILLE, TX 75056	19 3647	26/6144 Manana Dr	65 FT PMVT 5 SY DR(10'Wide)	\$18.24 \$47.21	\$1,185.60 \$236.05	\$1,421.65
BENITO LUNA BAEZ & MARIA G LUNA 3631 MANANA DR DALLAS, TX 75220	18	26/6144	65 FT PMVT	\$18.24	\$1,185.60	\$1,185.60

PROJECT GROUP 12-3001

**4. ALLEY BETWEEN MANANA DRIVE AND PARK LANE FROM LARGA DRIVE
TO MARSH LANE
SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMEN
WALNUT HILL ESTATES						
JOSE C CHAVEZ & GILBERTO GUTIERREZ 3635 MANANA DR DALLAS, TX 75220	17	26/6144	65 FT PMVT	\$18.24	\$1,185.60	\$1,185.60
BENITO LUNA 3631 MANANA DR DALLAS, TX 75220	16	26/6144	65 FT PMVT 12 FT DRIVE	\$18.24 No Cost	\$1,185.60 \$0.00	\$1,185.60
EDUARDO L GOMEZ 3625 MANANA DR DALLAS, TX 75220	15	26/6144	65 FT PMVT	\$18.24	\$1,185.60	\$1,185.60
SALVADOR TORRES & NICOLASA TORRES 3621 MANANA DR DALLAS, TX 75220	14	26/6144	65 FT PMVT	\$18.24	\$1,185.60	\$1,185.60
ADOLFA B CRUZ 3615 MANANA DR DALLAS, TX 75220	13	26/6144	65 FT PMVT	\$18.24	\$1,185.60	\$1,185.60
FELIPE MARTINEZ 3611 MANANA DR DALLAS, TX 75220	12	26/6144	65 FT PMVT 14 FT DRIVE	\$18.24 No Cost	\$1,185.60 \$0.00	\$1,185.60

PROJECT GROUP 12-3001

**4. ALLEY BETWEEN MANANA DRIVE AND PARK LANE FROM LARGA DRIVE
TO MARSH LANE
SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMEN
WALNUT HILL ESTATES						
GEORGIA MACA 6551 CLIFFBROOK DR DALLAS, TX 75254	11 3603 Manana Dr	26/6144	70 FT PMVT	\$18.24	\$1,276.80	\$1,276.80
GEORGIA MACA 6551 CLIFFBROOK DR DALLAS, TX 75254	10 3549 Manana Dr	26/6144	80 FT PMVT	\$18.24	\$1,459.20	\$1,459.20
JOSE C SOTO & DINA E BARRIOS 3543 MANANA DR DALLAS, TX 75220	9	26/6144	65 FT PMVT	\$18.24	\$1,185.60	\$1,185.60
JAIME CHAVEZ TREJO & NERI ELSA TREJO 3539 MANANA DR DALLAS, TX 75220	8	26/6144	60 FT PMVT	\$18.24	\$1,094.40	\$1,094.40
JULIA ELIZABETH MERID/ 3533 MANANA DR DALLAS, TX 75220	7	26/6144	65 FT PMVT	\$18.24	\$1,185.60	\$1,185.60
JOSE L LOPEZ 3529 MANANA DR DALLAS, TX 75220	6	26/6144	65 FT PMVT	\$18.24	\$1,185.60	\$1,185.60

PROJECT GROUP 12-3001

**4. ALLEY BETWEEN MANANA DRIVE AND PARK LANE FROM LARGA DRIVE
TO MARSH LANE
SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMEN
WALNUT HILL ESTATES						
HAYDEN J LAND 3523 MANANA DR DALLAS, TX 75220	5	26/6144	65 FT PMVT	\$18.24	\$1,185.60	\$1,185.60
JOHN P FOWLER & NANCY V FOWLER 4331 SOUTHCREST RD DALLAS, TX 75229	4 3519	26/6144 Manana Dr	55 FT PMVT	\$18.24	\$1,003.20	\$1,003.20
GASPAR M RODRIGUEZ 3515 MANANA DR DALLAS, TX 75220	3	26/6144	55 FT PMVT	\$18.24	\$958.00	\$958.00
DINORAH CRUZ 3509 MANANA DR DALLAS, TX 75220	2	26/6144	55 FT PMVT 6.3 SY DR(14'Wide)	\$18.24 \$47.21	\$1,003.20 \$297.42	\$1,300.62
DONNA LEHMAN 3503 MANANA DR DALLAS, TX 75220	1	26/6144	66 FT PMVT	\$18.24	\$1,203.84	\$1,203.84

PROJECT GROUP 12-3001

**4. ALLEY BETWEEN MANANA DRIVE AND PARK LANE FROM LARGA DRIVE
TO MARSH LANE**

TOTAL PROPERTY OWNERS' COST ASSESSMENTS		\$47,357.14
ESTIMATED TOTAL CITY OF DALLAS' COST - PAVING	\$262,172.86	
ESTIMATED TOTAL CITY OF DALLAS' COST - DRAINAGE	\$23,500.00	
ESTIMATED TOTAL WATER UTILITIES DEPARTMENT COST WATER MAIN IMPROVEMENTS	\$303,752.14	
ESTIMATED TOTAL CITY OF DALLAS' COST		\$589,425.00
ESTIMATED TOTAL COST OF IMPROVEMENTS		\$636,782.14

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): 9, 10

DEPARTMENT: Mobility and Street Services
Water Utilities

CMO: Jill A. Jordan, P.E., 670-5299
Ryan S. Evans, 671-9837

MAPSCO: 27T U 38L

SUBJECT

Authorize **(1)** street paving, storm drainage, water and wastewater main improvements, and alley paving for Project Group 12-3004; provide for partial payment of construction cost by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law (list attached); and **(2)** a benefit assessment hearing to be held on February 22, 2017, to receive comments - Financing: No cost consideration to the City

BACKGROUND

Stevens Street from Cayuga Drive to Davilla Avenue and Davilla Avenue from Stevens Street to Drake Street was requested by property owner petition and accepted on August 9, 2010. The alley southwest and parallel to Shoreview Road from Forest Trail to Eagle Trail to Nimrod Trail was requested by property owner petition and accepted on January 22, 2009. These projects were subsequently funded in the 2012 Bond Program. A professional services contract for the design was authorized by City Council on January 22, 2014, by Resolution No. 14-0190. This action will authorize the project, partial payment of cost by assessment, and a benefit assessment hearing. The street improvements will consist of upgrading the existing unimproved two-lane asphalt street with 26-foot to 36-foot wide concrete pavement with curbs, sidewalks, drive approaches, installation of a storm drainage system and water and wastewater main improvements. The alley improvements will consist of upgrading the unimproved gravel and dirt alley with 10-foot wide concrete pavement and water main improvements.

BACKGROUND (Continued)

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 1st and 2nd steps in the process.

ESTIMATED SCHEDULE OF PROJECT

Began Design	March 2014
Completed Design	October 2016
Begin Construction	May 2017
Complete Construction	May 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract for engineering services on January 22, 2014, by Resolution No.14-0190.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

Design	\$ 61,069.75
Construction	
Paving&Drainage (MSS)	\$733,805.00 (est.)
Water & Wastewater (WTR)	<u>\$152,923.76 (est.)</u>
Total Project Cost	\$947,798.51 (est.)

<u>Council District</u>	<u>Amount</u>
9	\$664,746.74 (est.)
10	<u>\$221,982.02 (est.)</u>
Total	\$886,728.76 (est.)

This project does involve assessments.

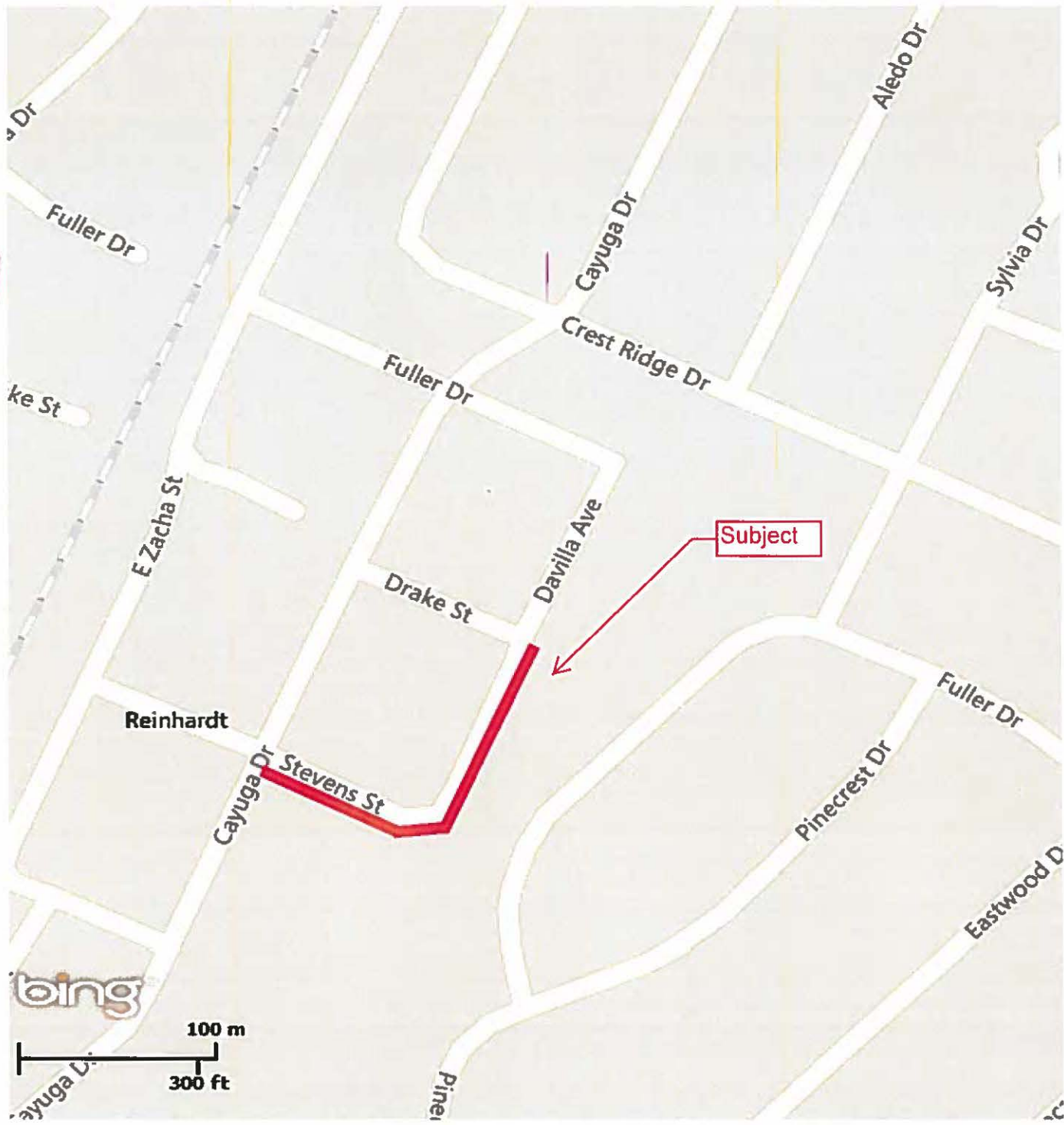
MAPS

Attached.

Project Group 12-3004

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Stevens Street	from Cayuga Drive to Davilla Avenue and Davilla Avenue from Stevens Street to Drake Street	9
Alley southwest and parallel to Shoreview Road	from Forest Trail to Eagle Trail to Nimrod Trail	10

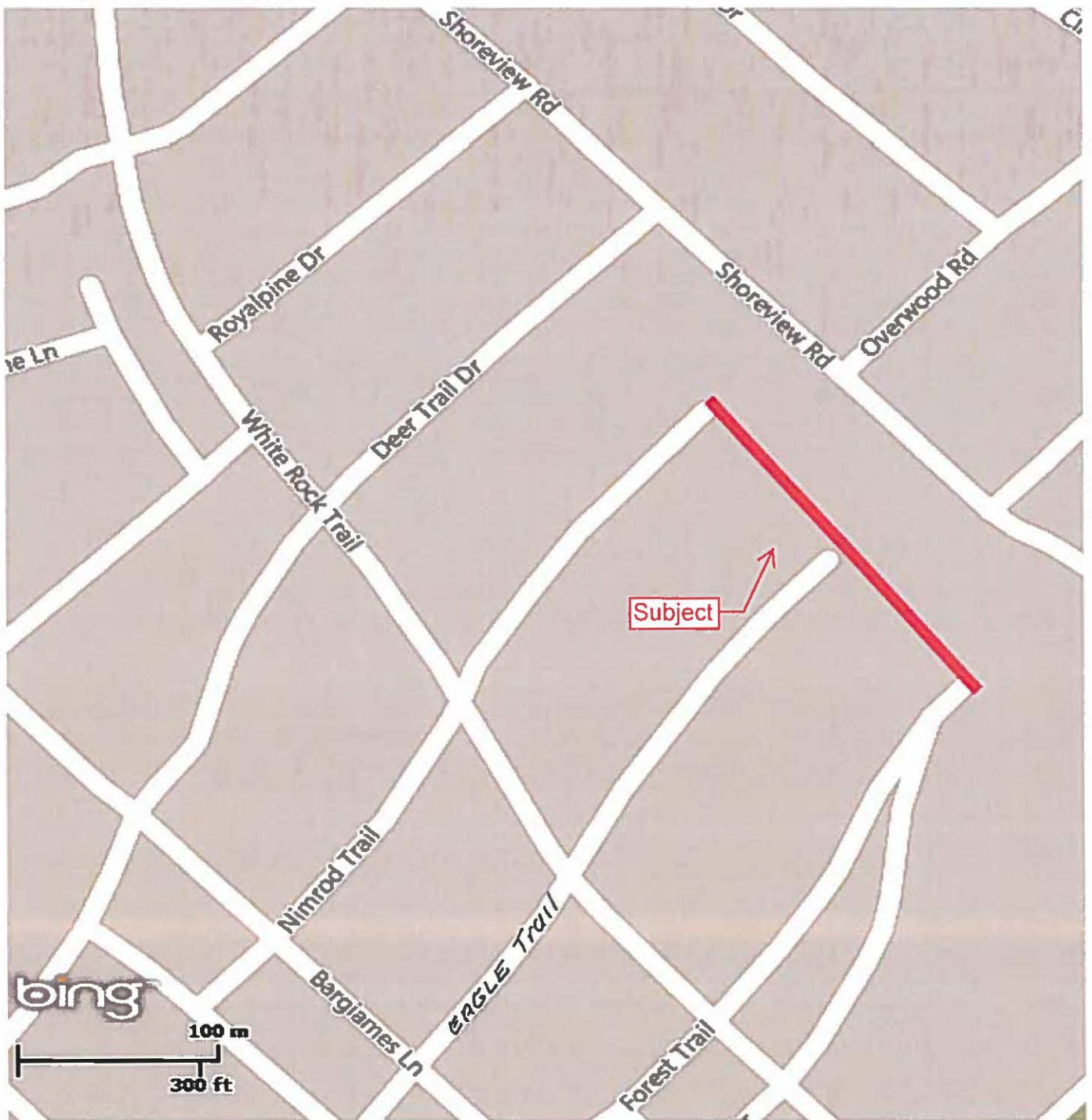
PROJECT GROUP 12-3004



MAPSCO 38L



PROJECT GROUP 12-3004



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January 11, 2017

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

Now, Therefore,

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

SECTION 1. That the following street and alley

Project Group 12-3004

Street:

1. Stevens Street from Cayuga Drive to Davilla Avenue and Davilla Avenue from Stevens Street to Drake Street

Alley:

2. Alley southwest and parallel to Shoreview Road from Forest Trail to Eagle Trail to Nimrod Trail

shall be improved in the following manner, to wit:

(1) That said street and alley shall be profiled so as to bring same to design grade.

(2) That said street shall be paved from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime treated base; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadway shall be 26 and 36 feet in width; and,

(3) That said alley shall be paved with 6-inch thick, 4500-pounds per square inch reinforced concrete, 10 feet in width; with a 6-inch thick flex base subgrade; 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.

January 11, 2017

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 storm sewers, and all the cost of improving intersections of said street and alley with other street and alleys, and partial adjusted frontages on side property, except so much thereof as shall be borne by streets, railways, and steam railways, as provided in Subsection (a)

(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 and alleys shall be paid by the owners of property abutting on said streets and alleys named to be paved, in the following manner, to wit:

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.

January 11, 2017

That the contractor shall be paid for the work performed under the specifications, upon monthly estimates to be prepared by the Director of Mobility and Street Services. 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 Mobility and Street Services. 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.

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 Mobility and Street Services 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 and alley 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:

Project Group 12-3004

1. Stevens Street from Cayuga Drive to Davilla Avenue and Davilla Avenue from Stevens Street to Drake Street

West Side of Street			East Side of Street		
<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>	<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
Reinhart Town of	14/5358	1 & S 1/2 of Lt 2	Eastwood Park	2/5344	10
Reinhart Town of	14/5358	12 & S 1/2 Lt 11	Eastwood Park	2/5344	9
Eastwood Park	2/5344	21	Eastwood Park	2/5344	8
Reinhardt	14/5358	9	Eastwood Park	2/5344	Pt 20
Reinhardt	14/5358	8	Wincorn Add	13/5357	3A
Reinhart Town of	14/5358	7			Ac. 6451

2. Alley southwest and parallel to Shoreview Road from Forest Trail to Eagle Trail to Nimrod Trail

<u>Northwest Side of Alley</u>			<u>Southeast Side of Alley</u>		
<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>	<u>Subdivision</u>	<u>Block</u>	<u>Lot</u>
White Rock North 3rd Inst	A/5705	14	White Rock Highlands	9/5445	16
Lake Ridge Estates	A/5705	13	White Rock Highlands	9/5445	15
Lake Ridge Estates	A/5705	12	White Rock Highlands	8/5445	14
Lake Ridge Estates	A/5705	11	White Rock Highlands	8/5445	13
Lake Ridge Estates	A/5705	10			
Lake Ridge Estates	A/5705	9			
Lake Ridge Estates	A/5705	8			
Lake Ridge Estates	A/5705	7			
Lake Ridge Estates	A/5705	6			
White Rock North 34d Inst	A/5705	5			

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 11, 2017

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:

Project Group 12-3004

Street:

1. Stevens Street from Cayuga Drive to Davilla Avenue and Davilla Avenue from Stevens Street to Drake Street

Alley:

2. Alley southwest and parallel to Shoreview Road from Forest Trail to Eagle Trail to Nimrod Trail

for a part of the cost of improving said street and alley, 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 street enumerated above, by paving said street from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime treated base; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadway shall be 26 and 36 feet in width; and

WHEREAS, the City Council has heretofore, by resolution, ordered the improvement of the alley enumerated above, by paving said alleys with 6-inch thick, 4500-pounds per square inch reinforced concrete, 10 feet in width; with a 6-inch thick flex base subgrade; 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 Mobility and Street Services 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.

January 11, 2017

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 Mobility and Street Services 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 street and alley, 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:

Project Group 12-3004

Street:

1. Stevens Street from Cayuga Drive to Davilla Avenue and Davilla Avenue from Stevens Street to Drake Street

Alley:

2. Alley southwest and parallel to Shoreview Road from Forest Trail to Eagle Trail to Nimrod Trail

shall be improved from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime treated base; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadway shall be 26 and 36 feet in width; and

shall be paved with 6-inch thick, 4500-pounds per square inch reinforced concrete, 10 feet in width; with a 6-inch thick flex base subgrade; and

The estimated cost of the improvements is **\$886,728.76 (est.)**

- a. The estimated rate per square yard to be assessed against abutting property and the owners thereof for concrete drive approaches is **\$47.21/S. Y.**
- b. The estimated rate per front foot to be assessed against abutting property and the owners thereof for concrete alley is: **\$18.24/L. F.**
- c. The estimated rate per front foot to be assessed against abutting property and the owners thereof for pavement improvements is as follows:

January 11, 2017

Where Property Classification is WSR-I (Residential R-7.5(A))

The front rate for 6-inch thick reinforced concrete pavement 13.5 feet wide with curb: **\$90/L. F.**

The side frontage rate for 6-inch thick reinforced concrete pavement 2.5 feet wide with curb: **\$18.82/L.F.**

The rear rate for 6-inch thick reinforced concrete pavement 10 feet wide with curb: **\$18.24/L.F.**

The front rate for 4-inch thick reinforced concrete sidewalk is: **\$9.43/L.F.**

The side frontage rate for 4-inch thick reinforced concrete sidewalk is: **\$4.71/L.F.**

Where Property Classification is WSR-III (Commercial)

The rate for 6-inch thick reinforced concrete pavement 13.5 feet wide with curb: **\$90.00/L.F.**

The rate for 4-inch thick reinforced concrete sidewalk is: **\$9.43/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.

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 **22nd** day of **February**, A.D. **2017**, 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.

January 11, 2017

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 11, 2017

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 Project Group 12-3004. That said street shall be paved curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime treated base; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadway shall be 26 and 36 feet in width; and that said alley shall be paved with 6-inch thick, 4500-pounds per square inch reinforced concrete, 10 feet in width; with a 6-inch thick flex base subgrade and with estimates of the cost of improving the street and alley 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:

Project Group 12-3004

Street:

1. Stevens Street from Cayuga Drive to Davilla Avenue and Davilla Avenue from Stevens Street to Drake Street

Total Property Owners' Cost - Assessments		\$61,901.49
Total Estimated City of Dallas' Cost - Paving	\$475,185.51	
Total Estimated City of Dallas' Cost - Drainage	\$35,388.00	
Total Estimated Water Utilities Department Cost Water and Wastewater Main Improvements	\$92,271.74	
Total Estimated City of Dallas' Cost		\$602,845.25
Total Estimated Cost of Improvements		\$664,746.74

Alley:

2. Alley southwest and parallel to Shoreview Road from Forest Trail to Eagle Trail to Nimrod Trail

Total Property Owners' Cost - Assessments		\$18,154.18
Total Estimated City of Dallas' Cost - Paving	\$143,175.82	
Total Estimated Water Utilities Department Cost Water Main Improvements	\$60,652.02	
Total Estimated City of Dallas' Cost		\$203,827.84
Total Estimated Cost of Improvements		\$221,982.02

Project Group 12-3004

Street:

- 1. Stevens Street from Cayuga Drive to Davilla Avenue and Davilla Avenue from Stevens Street to Drake Street**

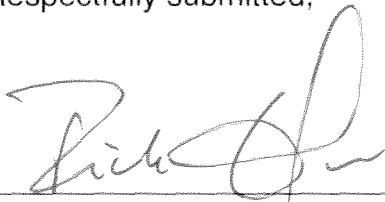
Alley:

- 2. Alley southwest and parallel to Shoreview Road from Forest Trail to Eagle Trail to Nimrod Trail**

Grand Total Property Owners' Cost - Assessments	\$80,055.67
Estimated Grand Total City of Dallas' Cost - Paving	\$618,361.33
Estimated Grand Total City of Dallas' Cost - Drainage	\$35,388.00
Estimated Grand Total Water Utilities Department Cost Water and Wastewater Main Improvements	\$152,923.76
Estimated Grand Total City of Dallas' Cost	\$806,673.09
Estimated Grand Total Cost of Improvements	\$886,728.76

The Director of Mobility and Street Services reports that representatives of this Department have studied the actual existing conditions on the ground on these particular streets and alleys, and find that the existing roadways have a narrow asphalt surface with shallow earth drainage ditches; and that there are poor conditions existing on these dirt and gravel alleys which have accessibility and drainage issues. Taking all of this and other factors into consideration; plans and specifications have been prepared for these improvements. We believe that this paving will improve the properties abutting on said streets and alleys, 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, Mobility and Street Services Department

PROJECT GROUP 12-3004

1. STEVENS STREET FROM CAYUGA DRIVE TO DAVILLA AVENUE AND DAVILLA AVENUE FROM STEVENS STREET TO DRAKE STREET SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME STABILIZED BASE; WITH 6-INCH HEIGHT INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 AND 36 FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
WEST SIDE OF STREET						
REINHART TOWN OF						
RICHARD WINCORN 10118 CAYUGA ST STE 1 DALLAS, TX 75228	1 & S 1/2 Lt 2 10202 Cayuga Dr	14/5358	130 FT PVMT 108 FT WALK 17 SY DR(12"Wide)	\$18.82 \$4.71 \$47.21	\$2,446.60 \$508.68 \$802.57	\$3,757.85
KENNETH W OCHS 1212 ELMWOOD DR RICHARDSON, TX 75080	12 & S 1/2 Lt 11 1638 Stevens St	14/5358	67 FT PVMT 47 FT WALK 15 SY DR(10"Wide)	\$90.00 \$9.43 \$47.21	\$6,030.00 \$443.21 \$708.15	\$7,181.36
EASTWOOD PARK						
KENNETH W OCHS 1212 ELMWOOD DR RICHARDSON, TX 75080	21 1600 Stevens St	2/5344	58 FT PVMT 58 FT WALK	\$90.00 \$9.43	\$5,220.00 \$546.94	\$5,766.94
REINHARDT						
ARNULFO LOPEZ 10215 DAVILLA AVE DALLAS, TX 75228	9	14/5358	35 FT PVMT 23 FT WALK 12 FT DRIVE	\$90.00 \$9.43 No Cost	\$3,150.00 \$216.89 \$0.00	\$3,366.89
ESTATE OF FAUSTO RODRIGUEZ 10219 DAVILLA AVE DALLAS, TX 75228	8	14/5358	50 FT PVMT 38 FT WALK 12 FT DRIVE	\$90.00 \$9.43 No Cost	\$4,500.00 \$358.34 \$0.00	\$4,858.34

PROJECT GROUP 12-3004

1. STEVENS STREET FROM CAYUGA DRIVE TO DAVILLA AVENUE AND DAVILLA AVENUE FROM STEVENS STREET TO DRAKE STREET SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME STABILIZED BASE; WITH 6-INCH HEIGHT INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 AND 36 FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
REINHART TOWN OF							
JESUS RODRIGUEZ 1641 DRAKE ST DALLAS, TX 75228	7	14/5358	50	FT PVMT	\$18.82	\$941.00	
			30	FT WALK	\$4.71	\$141.30	
			18.3	SY DR(10"Wide)	\$47.21	\$863.94	
							\$1,946.24
EAST SIDE OF STREET							
EASTWOOD PARK							
NEVILLE CROWELL & ANN R CROWELL 1122 CORDOVA ST DALLAS, TX 75223	11 10243 Sylvia Dr	2/5344					NO ASSESSMENT EASEMENT INTERVENING
NICHOLAS J BALTHROP 10239 SYLVIA DR DALLAS, TX 75228	10	2/5344	60	FT PVMT	\$18.24	\$1,094.40	
			19.4	SY DR(20"Wide)	\$47.21	\$915.87	
							\$2,010.27
DAVID CLEMENTS 5505 ANGLEBLUFF PL PLANO, TX 75093	9 10233 Sylvia Dr	2/5344	51	FT PVMT	\$18.24	\$930.24	\$930.24
HAWKINS WILLIE & ANITA WILLIE 10227 SYLVIA DR DALLAS, TX 75228	8	2/5344	32	FT PVMT	\$18.24	\$583.68	\$583.68

PROJECT GROUP 12-3004

1. STEVENS STREET FROM CAYUGA DRIVE TO DAVILLA AVENUE AND DAVILLA AVENUE FROM STEVENS STREET TO DRAKE STREET SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICK 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME STABILIZED BASE; WITH 6-INCH HEIGHT INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 AND 36 FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
EASTWOOD PARK						
JESUS ALVAREZ & PATRICIA C ALVAREZ 1651 STEVENS ST DALLAS, TX 75228	Pt 20	2/5344	152 FT PVMT 119 FT WALK 21.7 SY DR(23'Wide)	\$90.00 \$9.43 \$47.21	\$13,680.00 \$1,122.17 \$1,024.46	\$15,826.63
RICHARD WINCORN 10118 CAYUGA DR STE 1 DALLAS, TX 75228	3A Acs. 6451	13/5357	160 FT PVMT 135 FT WALK 25 FT DRIVE	\$90.00 \$9.43 No Cost	\$14,400.00 \$1,273.05 \$0.00	\$15,673.05

PROJECT GROUP 12-3004

**1. STEVENS STREET FROM CAYUGA DRIVE TO DAVILLA AVENUE AND
DAVILLA AVENUE FROM STEVENS STREET TO DRAKE STREET**

TOTAL PROPERTY OWNERS' COST ASSESSMENTS		\$61,901.49
ESTIMATED TOTAL CITY OF DALLAS' COST - PAVING	\$475,185.51	
ESTIMATED TOTAL CITY OF DALLAS' COST - DRAINAGE	\$35,388.00	
ESTIMATED TOTAL DALLAS WATER UTILITIES COST WATER AND WASTEWATER MAIN CONSTRUCTION	\$92,271.74	
ESTIMATED TOTAL CITY OF DALLAS' COST		\$602,845.25
ESTIMATED TOTAL COST OF IMPROVEMENTS		\$664,746.74

PROJECT GROUP 12-3004

**2. ALLEY SOUTHWEST AND PARALLEL TO SHOREVIEW ROAD FROM FOREST TRAIL TO EAGLE TRAIL TO NIMROD TRAIL
SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
NORTHWEST SIDE OF ALLEY						
<i>WHITE ROCK NORTH 3RD INST</i>						
MATTHEW HOPE & JENNIE-LAURIE DEVANE 9246 SHOREVIEW ROAD DALLAS, TX 75238	14	A/5705	70 FT PVMNT	\$18.24	\$1,276.80	\$1,276.80
<i>LAKE RIDGE ESTATES</i>						
GEORGE B DAVIS 9252 SHOREVIEW RD DALLAS, TX 75238	13	A/5705	70 FT PVMT	\$18.24	\$1,276.80	\$1,276.80
SUZANNE BLACKNELL LARRY FLOURNOY JR 9306 SHOREVIEW RD DALLAS, TX 75238	12	A/5705	70 FT PMVT	\$18.24	\$1,276.80	\$1,276.80
ERIC THOMAS BARNHART JENNIFER ADAY 9310 SHOREVIEW RD DALLAS, TX 75238	11	A/5705	70 FT PMVT	\$18.24	\$1,276.80	\$1,276.80
BRIAN ANDERSON & STACIE ANDERSON 9316 SHOREVIEW RD DALLAS, TX 75238	10	A/5705	70 FT PMVT	\$18.24	\$1,276.80	\$1,276.80

PROJECT GROUP 12-3004

**2. ALLEY SOUTHWEST AND PARALLEL TO SHOREVIEW ROAD FROM FOREST TRAIL TO EAGLE TRAIL TO NIMROD TRAIL
SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
LAKE RIDGE ESTATES						
SCOTT BREEDLOVE & JULIE BREEDLOVE 9320 SHOREVIEW RD DALLAS, TX 75238	9	A/5705	70 FT PMVT	\$18.24	\$1,276.80	\$1,276.80
THOMAS LAMSON & ESTRELLA LAMSON 9326 SHOREVIEW RD DALLAS, TX 75238	8	A/5705	70 FT PMVT	\$18.24	\$1,276.80	\$1,276.80
DAVID E HARNDEN & LYNN HARNDEN 9330 SHOREVIEW RD DALLAS, TX 75238	7	A/5705	80 FT PMVT	\$18.24	\$1,459.20	\$1,459.20
THOMAS J HOWELL & JANE D HOWELL 9336 SHOREVIEW RD DALLAS, TX 75238	6	A/5705	80 FT PMVT	\$18.24	\$1,459.20	\$1,459.20
TONI SCOTT REED & JOE REED 9342 SHOREVIEW RD DALLAS, TX 75238	5	A/5705	100 FT PMVT	\$18.24	\$1,824.00	\$1,824.00

PROJECT GROUP 12-3004

**2. ALLEY SOUTHWEST AND PARALLEL TO SHOREVIEW ROAD FROM FOREST TRAIL TO EAGLE TRAIL TO NIMROD TRAIL
SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH REINFORCED CONCRETE 10 FEET WIDE**

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
SOUTHEAST SIDE OF ALLEY						
<i>WHITE ROCK HIGHLANDS</i>						
VIRGIL V POPE 8061 FOREST TRL DALLAS, TX 75238	16	9/5445	50 FT PMVT	\$18.24	\$912.00	\$912.00
VIRGIL V POPE 8061 FOREST TRL DALLAS, TX 75238	15	9/5445 8058 EAGLE TRL	50 FT PMVT	\$18.24	\$912.00	\$912.00
EAGLE TRAIL INTERSECTS						
PHILLIP G POLITO 8057 EAGLE TRL DALLAS, TX 75238	14	A/5445	50 FT PMVT 17.5 SY DR(15'Wide) 10 FT DRIVE	\$18.24 \$47.21 No Cost	\$912.00 \$826.18 \$0.00	\$1,738.18
ROY C LIERMAN 8051 NIMROD TRL DALLAS, TX 75238	13	8/5445	50 FT PMVT 10 FT DRIVE	\$18.24 No Cost	\$912.00 \$0.00	\$912.00

PROJECT GROUP 12-3004

**2. ALLEY SOUTHWEST AND PARALLEL TO SHOREVIEW ROAD FROM FOREST TRAIL
TO EAGLE TRAIL TO NIMROD TRAIL
SHALL BE PAVED WITH 6-INCH THICKNESS 4500-POUNDS PER SQUARE INCH
REINFORCED CONCRETE 10 FEET WIDE**

TOTAL PROPERTY OWNERS' COST ASSESSMENTS		\$18,154.18
ESTIMATED TOTAL CITY OF DALLAS' COST - PAVING	\$143,175.82	
ESTIMATED TOTAL DALLAS WATER UTILITIES COST WATER AND WASTEWATER MAIN CONSTRUCTION	\$60,652.02	
ESTIMATED TOTAL CITY OF DALLAS' COST		\$203,827.84
ESTIMATED TOTAL COST OF IMPROVEMENTS		\$221,982.02

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 6
DEPARTMENT: Mobility and Street Services
CMO: Jill A. Jordan, P.E., 670-5299
MAPSCO: 42U Y 52C

SUBJECT

Authorize Supplemental Agreement No. 4 to the professional services contract with Parsons Brinckerhoff, Inc. for additional engineering design of the precast concrete panel retaining wall and the associated drainage design modification needed for Chalk Hill Road from Davis Street to 800 feet south of IH-30 - Not to exceed \$86,040, from \$1,344,610 to \$1,430,650 - Financing: 2006 Bond Funds

BACKGROUND

On January 23, 2008, Resolution No. 08-0324 authorized a professional services contract for two projects with Parsons Brinckerhoff, Inc. for the engineering design of street paving, storm drainage, railroad crossing, water and wastewater main improvements on Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road and Chalk Hill Road from IH-30 westbound frontage road to Singleton Boulevard.

The Park and Recreation Department has requested widening the 5-foot sidewalk proposed for Chalk Hill Road to a 12-foot wide bicycle facility to connect the project's dedicated on-street bicycle lanes with the planned Dallas County Chalk Hill Trail project. This will require substantial cutting through the escarpment zone. In an effort to minimize impacts to the escarpment, it is necessary to provide precast concrete panel retaining walls to support the bicycle facility.

This action will authorize Supplemental Agreement No. 4 to the professional services contract with Parsons Brinckerhoff, Inc. for additional engineering design services needed to design the precast concrete panel retaining wall required to support the 12-foot wide bicycle trail, modify the drainage design as needed to accommodate the proposed widening, tree survey, wetlands investigation and the preparation of a Corps of Engineers Wetland Permit, if required.

ESTIMATED SCHEDULED OF PROJECTS

Began Design	February 2008
Complete Design	June 2017
Begin Construction	July 2017
Complete Construction	December 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Parsons Brinckerhoff, Inc. on January 23, 2008, by Resolution No. 08-0324.

Authorized approval of the proposed alignments for Chalk Hill Road between Davis Street and Singleton Boulevard on May 26, 2010, by Resolution No. 10-1330.

Authorized Supplemental Agreement No. 1 to the professional services contract with Parsons Brinckerhoff, Inc. on December 8, 2010, by Resolution No. 10-3076 and Resolution No. 10-3077.

Authorized paving improvements and a benefit assessment hearing for Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road held on November 10, 2015 to receive comments on September 22, 2015, by Resolution No. 15-1772.

Authorized a construction contract with Pavecon Public Works, LP for Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road on November 10, 2015, by Resolution No. 15-2130.

Authorized a benefit assessment hearing and ordinance levying assessment on November 10, 2015, by Resolution No. 15-2131.

Authorized a professional services contract with Alliance Geotechnical Group, Inc. for construction material testing services for Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road on November 10, 2015, by Resolution No. 15-2131.

Authorized Supplemental Agreement No. 2 to the professional services contract with Parsons Brinckerhoff, Inc. on December 9, 2015, by Resolution No. 15-2221.

Authorized Change Order No. 1 to the construction contract with Pavecon Public Works, LP on September 14, 2016, by Resolution No. 16-1458.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

2006 Bond Funds - \$86,039.14

Design	\$	971,714.50
Supplemental Agreement No. 1	\$	236,037.80
Supplemental Agreement No. 2	\$	94,000.70
Supplemental Agreement No. 3	\$	42,857.14
Supplemental Agreement No. 4 (this action)	\$	86,039.14

Construction (Chalk Hill Road from Davis Street to 800 feet south of IH-30)

Paving & Drainage - STS	\$	7,676,673.42
Water & Wastewater - DWU	\$	1,422,988.82
Construction Material Testing	\$	90,924.50
Change Order No. 1	\$	357,142.86

Construction (Chalk Hill Road from the IH-30 to Singleton Boulevard)

Paving & Drainage - STS	\$	6,400,000.00 (est.)
Water & Wastewater - DWU	\$	<u>1,200,000.00 (est.)</u>

Total Project Cost \$18,578,378.88 (est.)

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Parsons Brinckerhoff, Inc.

African American Female	1	African American Male	5
Hispanic Female	2	Hispanic Male	5
White Female	9	White Male	31
Other Female	4	Other Male	10

OWNER

Parsons Brinckerhoff, Inc.

Robert M. Brown, P.E., Vice President

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 4 to the professional services contract with Parsons Brinckerhoff, Inc. for additional engineering design of the precast concrete panel retaining wall and the associated drainage design modification needed for Chalk Hill Road from Davis Street to 800 feet south of IH-30 - Not to exceed \$86,040 from \$1,344,610 to \$1,430,650 - Financing: 2006 Bond Funds

Parsons Brinckerhoff, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$86,039.14	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$86,039.14	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Caye Cook & Associates	WFWB56133Y0618	\$398.75	0.46%
Total Minority - Local		\$398.75	0.46%

Non-Local Contractors / Sub-Contractors

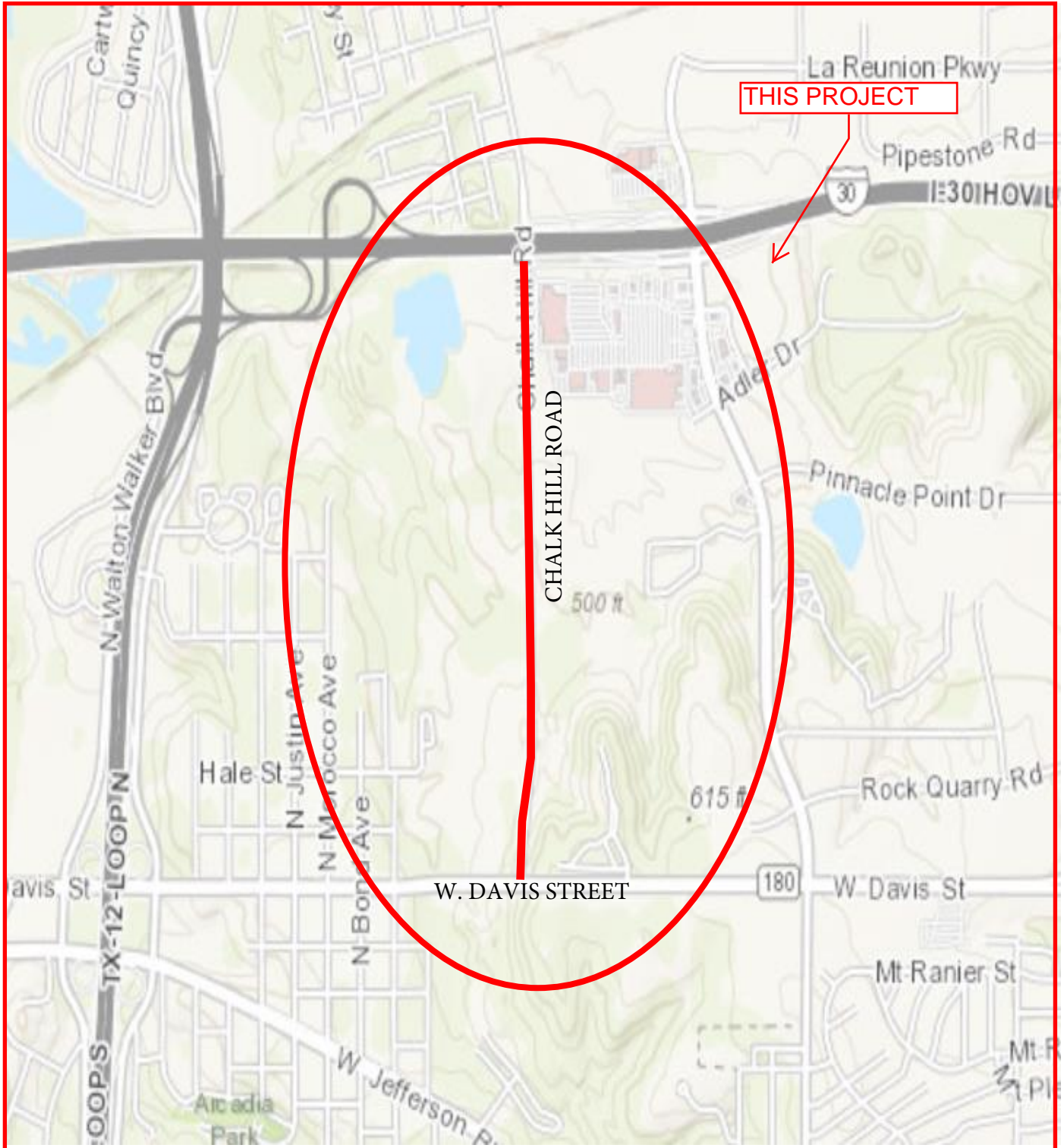
None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$20,325.00	2.74%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$129,460.00	17.46%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$398.75	0.46%	\$56,421.25	7.61%
Total	\$398.75	0.46%	\$206,206.25	27.81%

CHALK HILL ROAD

FROM DAVIS STREET TO 800 FEET SOUTH OF IH-30



MAPSCO 42U, Y, 52C

January 11, 2017

WHEREAS, on January 23, 2008, Resolution No. 08-0324 authorized a professional services contract with PB Americas, Inc. dba Parson Brinckerhoff Americas, Inc. for the design of thoroughfares projects for: Chalk Hill Road from IH-30 frontage road to Singleton Boulevard and Chalk Hill Road from Davis Street to 800 feet south of IH-30 in the amount of \$971,714.50; and,

WHEREAS, on May 26, 2010, Resolution No. 10-1330 established and approved the alignment of Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road and Chalk Hill Road from IH-30 westbound frontage road to Singleton Boulevard, from its current alignment to the proposed alignment; and,

WHEREAS, on December 8, 2010, Resolution No. 10-3076 authorized Supplemental Agreement No. 1 to the professional services contract with PB Americas, Inc. dba Parson Brinckerhoff Americas, Inc. for additional engineering and survey services for Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road in the amount of \$54,551.50, from \$464,096.20 to \$518,647.70; and,

WHEREAS, on December 8, 2010, Resolution No. 10-3077 authorized Supplemental Agreement No. 1 to the professional services contract with PB Americas, Inc. dba Parson Brinckerhoff Americas, Inc. for additional engineering and survey services on Chalk Hill Road from IH-30 westbound frontage road to Singleton Boulevard in the amount of \$181,486.30, from \$507,618.30 to \$689,104.60; and,

WHEREAS, Resolution No. 10-3076 and Resolution No. 10-3077 should have been authorized as Supplemental Agreement No. 1 to the professional services contract with PB Americas, Inc. dba Parson Brinckerhoff Americas, Inc. for additional engineering and survey services under the same action in the amount of \$236,037.80, from \$971,714.50 to \$1,207,752.30; and,

WHEREAS, on September 4, 2015, bids were received for street paving, storm drainage, street lighting, landscaping, water and wastewater main improvements for Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road; and,

WHEREAS, on September 22, 2015, Resolution No. 15-1772 authorized street paving improvements and a benefit assessment hearing for Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road; and a construction contract with Pavecon Public Works, LP for the construction of street paving, storm drainage, street lighting, landscaping, water and wastewater main improvements for Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road in the amount of \$9,099,662.24; and,

January 11, 2017

WHEREAS, on November 10, 2015, Resolution No. 15-2130 authorized a benefit assessment hearing; an ordinance levying assessment; and,

WHEREAS, on November 10, 2015, Resolution No. 15-2131 authorized a professional services contract with Alliance Geotechnical Group, Inc. to provide construction material testing services during the construction of Chalk Hill Road from Davis Street to 800 feet south of IH-30 eastbound frontage road in the amount of \$90,924.50; and,

WHEREAS, on December 9, 2015, Resolution No. 15-2221 authorized Supplemental Agreement No. 2 to the professional services contract with Parsons Brinckerhoff, Inc. for additional engineering services for Chalk Hill Road from Davis Street to 800 feet south of the IH-30 and Chalk Hill Road from IH-30 westbound frontage road to Singleton Boulevard in the amount of \$94,000.70, from \$518,647.70 to \$612,648.40; and,

WHEREAS, Resolution No. 15-2221 should have authorized Supplemental Agreement No. 2 to the professional services contract with Parsons Brinckerhoff, Inc. for additional engineering services for Chalk Hill Road from Davis Street to 800 feet south of IH-30 and Chalk Hill Road from IH-30 westbound frontage road to Singleton Boulevard in the amount of \$94,000.70, from \$1,207,752.30 to \$1,301,753.00; and,

WHEREAS, on September 13, 2016, Administrative Action No. 16-6617 authorized Supplemental Agreement No. 3 for additional engineering services and geotechnical investigation services for Chalk Hill Road from Davis Street to 800 feet South of IH-30 with Parsons Brinckerhoff in the amount of \$42,857.14, from \$1,301,753.00 to \$1,344,610.14; and,

WHEREAS, on September 14, 2016, Resolution No. 16-1458 authorized Change Order No. 1 to the construction contract for Chalk Hill Road from Davis Street to 800 feet South of IH-30 with Pavecon Public Works, LP for additional work associated with the construction of a 12-foot wide bicycle facility that will connect the Chalk Hill Road project's dedicated on-street bicycle lanes with the planned Chalk Hill Trail Project in the amount of \$357,142.86, from \$9,099,662.24 to \$9,456,805.10; and,

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 4 to the professional services contract with Parsons Brinckerhoff, Inc. for additional engineering design of the precast concrete panel retaining wall and the associated drainage design modification needed for Chalk Hill Road from Davis Street to 800 feet south of IH-30 in the amount of \$86,039.14, from \$1,344,610.14 to \$1,430,649.28.

January 11, 2017

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute Supplemental Agreement No. 4 to the professional services contract with Parsons Brinckerhoff, Inc. for additional engineering design of the precast concrete panel retaining wall and the associated drainage design modification needed for Chalk Hill Road from Davis Street to 800 feet south of IH-30 in the amount of \$86,039.14 from \$1,344,610.14 to \$1,430,649.28, after it has been approved as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Street and Transportation Improvements Fund	
Fund 3T22, Department STS, Unit U781, Act. THRF	
Obj. 4111, Program #PB06U781, CT PBW06U780D1	
Vendor #134356, in an amount not to exceed	\$86,039.14

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

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 11
DEPARTMENT: Sustainable Development and Construction
CMO: Mark McDaniel, 670-3256
MAPSCO: 16W

SUBJECT

An ordinance abandoning a portion of a utility easement to HCP DR MCD, LLC, the abutting owner, containing approximately 763 square feet of land, located near the intersection of Dollar Lane and Coit Road - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of a utility easement to HCP DR MCD, LLC, the abutting owner. The area will be included with the property of the abutting owner for the installation of electrical components needed to upgrade the electrical system serving three buildings and two parking garages. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

~~Information about this item will be provided to the Economic Development Committee on January 9, 2017.~~

The Economic Development Committee will be briefed by memorandum regarding this item.

FISCAL INFORMATION

Revenue: \$5,400, plus the \$20 ordinance publication fee

OWNER

HCP DR MCD, LLC

Lauralee E. Martin, President

MAP

Attached



Abandonment area = **—**

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a utility easement, located in City Block A/7739 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to HCP DR MCD, LLC; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of HCP DR MCD, LLC, a Delaware limited liability company; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portion of easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

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

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

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

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

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

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

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

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

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

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 10. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director

Passed _____.

EXHIBIT A
6' UTILITY EASEMENT
PARTIAL ABANDONMENT
FOURTH REVISION, MEDICAL CITY-DALLAS ADDITION
LOT 1C, BLOCK A/7739
IN THE
M.J. SANCHEZ SURVEY, ABSTRACT No. 1272
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 763 square foot tract of land situated in the M.J. Sanchez Survey, Abstract No. 1272, City of Dallas, Dallas County, Texas, being part of a 6' Utility Easement as created by plat recorded in Volume 83070, Page 3495, Deed Records, Dallas County, Texas, being part of Lot 1C, Block A/7739, Fourth Revision, Medical City-Dallas Addition, an addition to the City of Dallas, Dallas County, Texas according to the plat recorded in Volume 2003234, Page 45, Official Public Records, Dallas County, Texas, being part of that tract conveyed to HCP DR MCD, LLC by Special Warranty Deed recorded in Instrument Number 20070051667, Official Public Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner, said rod being a north ell corner of said Lot 1C and the southwest corner of Lot 1, Block 2/7737, Green Oaks Addition, an addition to the City of Dallas, Dallas County, Texas according to the plat recorded in Volume 83033, Page 2621, Deed Records, Dallas County, Texas, said rod being the northwest corner of said 6' Utility Easement;


THENCE South 89° 30' 55" East along the north line of said Lot 1C and the south line of said Lot 1 a distance of 127.18 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner, said rod being the southwest corner of a 15'x40' Water Easement created by said plat of Green Oaks Addition;

THENCE South 00° 29' 05" West, departing the north line of said Lot 1C and the south line of said Lot 1, a distance of 6.00 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner on the south line of said 6' Utility Easement;

THENCE North 89° 30' 55" West along the south line of said 6' Utility Easement a distance of 127.18 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner, said rod being the southwest corner of said 6' Utility Easement;

THENCE North 00° 29' 05" East along the west line of said 6' Utility Easement a distance of 6.00 feet to the **POINT OF BEGINNING**, containing 763 square feet or 0.0175 acres more or less.

Basis of Bearings: The most easterly north line (S89°30'55"E) of Lot 1C, Block A/7739, Fourth Revision, Medical City-Dallas Addition recorded in Volume 2003234, Page 45, Deed Records, Dallas County, Texas.


Dale R. White R.P.L.S. No. 4762
03-08-2016
09-29-2016 Revised



(For SPRG use only)
Reviewed By: <u>JD</u>
Date: <u>10/5/2016</u>
SPRG NO.: <u>3868</u>

CLODUS FIELD DRIVE

(VARIABLE WIDTH RIGHT-OF-WAY)

VOL. 38, PG. 215, M.R.D.C.T.

VOL. 83033, PG. 2621 D.R.D.C.T.

0 50 100 200

(FEET)

1 inch = 100 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°30'55"E	127.18'
L2	S00°29'05"W	6.00'
L3	N89°30'55"W	127.18'
L4	N00°29'05"E	6.00'

LOT 1, BLOCK 2/7737
GREEN OAKS ADDITION
VOLUME 83033, PAGE 2621
D.R.D.C.T.

UTILITY EASEMENT
ABANDONMENT
763 SQUARE FEET
0.0175 ACRES

15' WATER EASEMENT
VOLUME 83033, PAGE 2621
D.R.D.C.T.

15' SEWER EASEMENT
VOLUME 83033, PAGE 2621
D.R.D.C.T.

WATER & SANITARY
SEWER EASEMENT
VOLUME 82207, PAGE 1564
D.R.D.C.T.

15' WATER MAIN EASEMENT
VOLUME 79037, PAGE 746
D.R.D.C.T.

LOT 1A, BLOCK 1/7737
RESERVE AT PARK CENTRAL
VOLUME 98241, PAGE 4620

25' UTILITY EASEMENT
VOLUME 72219, PAGE 2451
D.R.D.C.T.

LOT 1C, BLOCK A/7739
FOURTH REVISION
MEDICAL CITY DALLAS ADDITION
VOLUME 2003234, PAGE 45
O.P.R.D.C.T.

10' WATER EASEMENT
VOLUME 82207, PAGE 1569
D.R.D.C.T.

10' WATER EASEMENT
VOLUME 2003234, PAGE 45
O.P.R.D.C.T.

500'51'26"W
139.89'

15' D.P.&L. & S.W.B.T. EASEMENT
VOLUME 77005, PAGE 2008
D.R.D.C.T.

25' UTILITY EASEMENT
VOLUME 76244, PAGE 313
D.R.D.C.T.

25'X60' UTILITY EASEMENT
VOLUME 77010, PAGE 887
D.R.D.C.T.

HCP DR DCD, LLC
INSTRUMENT NO. 20070051667
O.P.R.D.C.T.

6' UTILITY EASEMENT
VOLUME 83070, PAGE 3495
D.R.D.C.T.

LEGEND

- ABANDONMENT
- LOT LINE
- EASEMENT LINE
- POB POINT OF BEGINNING
- YCIRS 1/2" IRON ROD WITH YELLOW PLASTIC
CAP STAMPED "RLG INC" SET
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TX
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
- M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TX



Dale R. White

DALE R. WHITE R.P.L.S. No. 4762
03-08-2016
09-29-2016 REVISED

CONTROLLING MONUMENTS: 1/2" IRON ROD FOUND AT THE MOST NORTHERLY NORTHWEST CORNER AND A HILTI NAIL FOUND IN THE WEST LINE AT THE SOUTH END OF 263.38 FOOT TANGENT LINE OF LOT 1C, BLOCK A/7739, FOURTH REVISION, MEDICAL CITY-DALLAS ADDITION RECORDED IN VOLUME 2003234, PAGE 45, DEED RECORDS, DALLAS COUNTY, TEXAS.

RAYMOND L. GOODSON JR., INC.
5445 LA SIERRA, STE 300, LB 17
DALLAS, TX. 75231-4138
214-739-8100
rlg@rlginc.com
TEXAS PE REC #F-493
TBPLS REC #100341-00

6' UTILITY EASEMENT PARTIAL ABANDONMENT FOURTH REVISION, MEDICAL CITY-DALLAS ADDITION LOT 1C, BLOCK A/7739

IN THE
M.J. SANCHEZ SURVEY, ABSTRACT No. 1272
CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)

Reviewed By: JD
Date: 10/5/2016
SPRG NO.: 3868

SCALE	1" = 100'	DATE	03-09-2016	SHEET	2 OF 2
JOB NO.	15083.20	E-FILE	15083.20AB	DWG NO.	26,328X

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 2
DEPARTMENT: Sustainable Development and Construction
CMO: Mark McDaniel, 670-3256
MAPSCO: 47 J

SUBJECT

An ordinance amending Ordinance No. 29966, previously approved on January 13, 2016, which abandoned a portion of Hobbs Street, located near the intersection of Haskell and Beeman Avenues to Southern Foods Group, LLC to extend the final replat from one year to 18 months - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the amendment of Ordinance No. 29966, which abandoned a portion of Hobbs Street, previously approved on January 13, 2016, that will allow for the extension of the final replat from one year to 18 months to Southern Foods Group, LLC, the abutting owner.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 13, 2016, City Council approved Ordinance No. 29966.

~~Information about this item will be provided to the Economic Development Committee on January 9, 2017.~~

The Economic Development Committee will be briefed by memorandum regarding this item.

FISCAL INFORMATION

Revenue: \$ 5,400, plus the \$20 ordinance publication fee

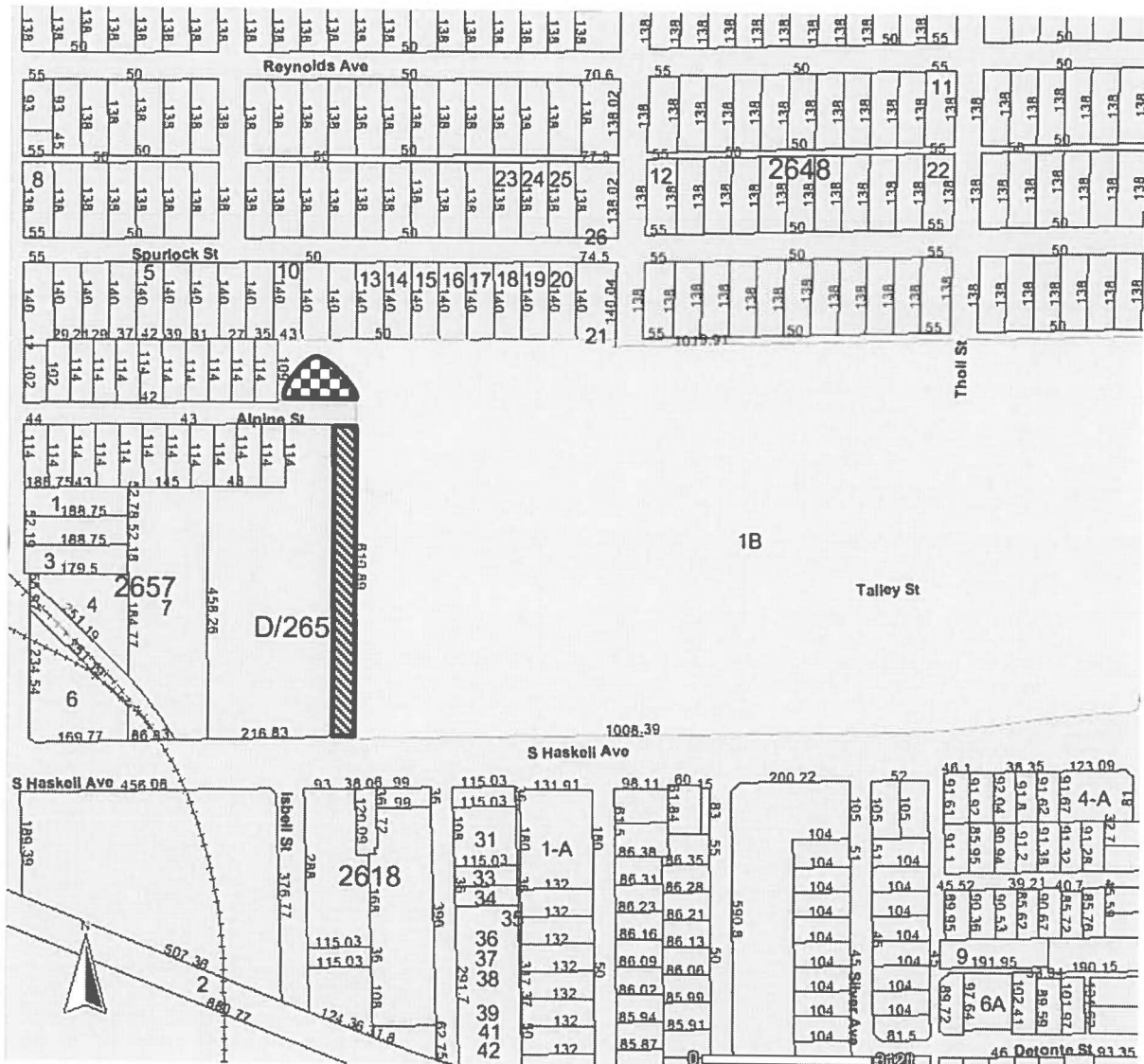
OWNER

Southern Foods Group, LLC

Gregg A. Tanner, Chief Executive Officer

MAP

Attached



Log #: 40373



= Abandonment Area

Mapsc0: 47J

Applicant: Southern Foods Group, LLC



= Dedication Area

ORDINANCE NO. _____

An ordinance amending Ordinance No. 29966, by altering Section 9 to extend the 12 month deadline to record the final replat; providing for consideration to be paid to the City of Dallas; providing for payment of the publication fee; providing a savings clause; and providing an effective date.

oooOooo

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

SECTION 1. That Ordinance No. 29966 adopted by the City Council of the City of Dallas on January 13, 2016, be and the same is hereby amended by altering Section 9 to read as follows:

“SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall record a final replat of the adjoining properties within ~~one year~~ 18 months of the effective date of this ordinance showing the fee simple dedication of not less than 4,469 square feet of needed right-of-way in City Block 2656. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area and the dedicated property are located, after its approval by the City Plan Commission of the City of Dallas. This abandonment shall not be effective unless and until this dedication is completed and failure to record a final replat in accordance with the term of this section shall render this ordinance null and void and of no further effect. Further, the final replat shall be recorded in the official real property records of the county in which the abandoned area is located before a certified copy of this ordinance shall be delivered to **GRANTEE.**”

SECTION 2. That, as consideration for amending Ordinance No. 29966, Southern Foods Group, LLC agrees to pay monetary consideration in the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** to the City of Dallas, and, by its tender thereof, accepts the terms and conditions of this ordinance.

SECTION 3. That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV,

Balance Sheet 0519 and Department of Sustainable Development and Construction – Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General FUND 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 4. That the terms and conditions of Ordinance No. 29966 shall remain in full force and effect except as amended hereby.

SECTION 5. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and the filing of the final replat set forth in Section 9, and completion of the dedication set forth in Section 9, 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 (1) year after its passage.


SECTION 6. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provision of the Charter of the City of Dallas and it is accordingly so ordained.

APPROVED AS TO FORM:

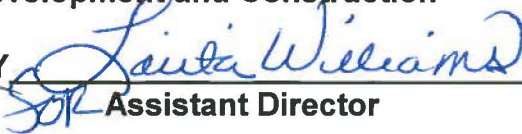
LARRY E. CASTO
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY


Assistant City Attorney

BY


Assistant Director

Passed _____

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Trinity Watershed Management
City Attorney's Office

CMO: Mark McDaniel, 670-3256
Larry Casto, 670-3491

MAPSCO: 47T

SUBJECT

Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Mamie Lee McKnight, et al., Cause No. CC-16-03466-E, pending in Dallas County Court at Law No. 5, to acquire an improved tract of land containing approximately 8,545 square feet located on Barber Avenue at its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project; and **(2)** settlement of the condemnation proceeding for an amount not to exceed the award - Not to exceed \$31,000 (\$28,000 plus closing costs and title expenses not to exceed \$3,000; an increase of \$2,102 from the amount Council originally authorized for this acquisition) - Financing: 2006 Bond Funds

BACKGROUND

On March 23, 2016, the City Council authorized the acquisition of this property, by Resolution No. 16-0465. The property owner was offered \$25,898, which was based on a written appraisal from an independent certified appraiser. The property owner did not accept the offer and the City filed an eminent domain proceeding to acquire the property. After a hearing before the Special Commissioners on November 17, 2016, the property owner was awarded \$28,000. This item authorizes deposit of the amount awarded by the Special Commissioners for the property, which is \$2,102 more than the City Council originally authorized for this acquisition, plus closing costs and title expenses not to exceed \$3,000.

The City has no control over the Special Commissioners appointed by the judge or any award that is subsequently rendered by the Special Commissioners. The City, in order to acquire possession of the property and proceed with its improvements, must deposit the amount awarded by the Special Commissioners in the registry of the Court.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized acquisition on March 23, 2016, by Resolution No. 16-0465.

Council will be briefed by memorandum on January 4, 2017.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

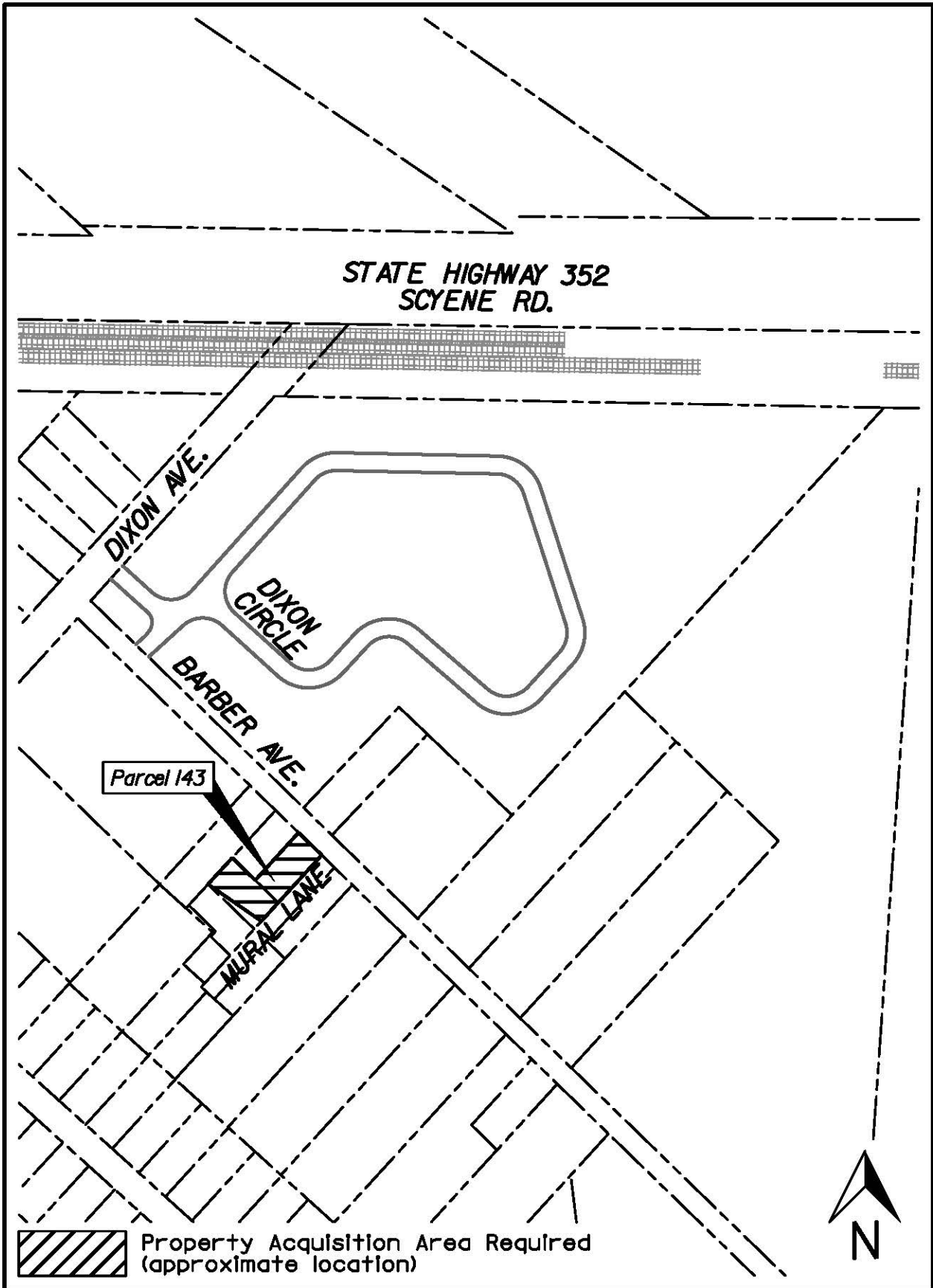
2006 Bond Funds - \$31,000 (\$28,000 being the amount of the award, plus closing costs and title expenses not to exceed \$3,000; an increase of \$2,012 from the amount Council originally authorized for this acquisition)

OWNER

Mamie Lee McKnight

MAP

Attached



January 11, 2017

A RESOLUTION AUTHORIZING THE DEPOSIT OF A SPECIAL COMMISSIONERS AWARD AND SETTLEMENT OF THE CONDEMNATION PROCEEDING AND IF OBJECTIONS ARE FILED, SETTLEMENT OF THE CONDEMNATION LAWSUIT FOR AN AMOUNT NOT TO EXCEED THE AWARD.

IN THIS RESOLUTION THE FOLLOWING DEFINITIONS SHALL APPLY:

CONDEMNATION PROCEEDING: Cause No. CC-16-03466-E, in Dallas County Court at Law No. 5, and styled City of Dallas v. Mamie Lee McKnight, et al., filed pursuant to City Council Resolution No. 16-0465.

PROPERTY: Approximately 8,545 square feet of property located in Dallas County, as described in the CONDEMNATION PROCEEDING.

PROJECT: Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project

OFFICIAL OFFER: \$25,898.00

AWARD: \$28,000.00

CLOSING COSTS AND TITLE EXPENSES: Not to exceed \$3,000.00

AUTHORIZED AMOUNT: Not to exceed: \$31,000.00

DESIGNATED FUNDS: AWARD payable out of the 2006 Bond Funds, Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4210, Encumbrance No. CT- TWM06T525H15, CLOSING COSTS AND TITLE EXPENSES payable out of the 2006 Bond Funds, Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4230, Encumbrance No. CT- TWM06T525H16.

WHEREAS, the OFFICIAL OFFER having been made and refused, the City Attorney filed the CONDEMNATION PROCEEDING for the acquisition of the PROPERTY for the PROJECT; and,

WHEREAS, the Special Commissioners appointed by the Court in the CONDEMNATION PROCEEDING made the AWARD, which the City Council wishes to deposit with the County Clerk of Dallas County, Texas, so that the City may take possession of the PROPERTY; and,

WHEREAS, the City Council desires to authorize the City Attorney to settle the CONDEMNATION PROCEEDING and, if objections are filed, the lawsuit arising from the CONDEMNATION PROCEEDING for an amount not to exceed the AWARD;

January 11, 2017

Now, Therefore,

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

SECTION 1. That 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 AWARD payable to the County Clerk of Dallas County, Texas, to be deposited by the City Attorney with the County Clerk and in the amount of the CLOSING COSTS AND TITLE EXPENSES payable to the title company closing the transaction described herein. The AWARD, CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 2. That the City Attorney is authorized to settle the CONDEMNATION PROCEEDING, and if objections are filed, the lawsuit arising from the CONDEMNATION PROCEEDING, for an amount not to exceed the AWARD.

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.

APPROVED AS TO FORM
LARRY E. CASTO, City Attorney

By: 
Assistant City Attorney

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 6
DEPARTMENT: Trinity Watershed Management
Mobility and Street Services
CMO: Mark McDaniel, 670-3256
Jill A. Jordan, P.E., 670-5299
MAPSCO: 45N

SUBJECT

Authorize acquisition from the County of Dallas, of an improved tract of land containing approximately 2,092 square feet located on North Riverfront Boulevard at its intersection with Commerce Street for the Riverfront Boulevard from Cadiz Street to north of the Union Pacific Rail Road Project - Not to exceed \$48,072 (\$44,572, plus closing costs and title expenses not to exceed \$3,500) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes the acquisition of approximately 2,092 square feet of land improved with trees, grass and a sprinkler system, from the County of Dallas. This property is located on North Riverfront Boulevard at its intersection with Commerce Street and will be used for the Riverfront Boulevard from Cadiz Street to north of the Union Pacific Rail Road (UPRR) Project. The consideration is based upon an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

~~Information about this item will be provided to the Transportation and Trinity River-Project Committee on January 9, 2017.~~

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

2006 Bond Funds - \$48,072 (\$44,572, plus closing costs and title expenses not to exceed \$3,500)

OWNER

County of Dallas

MAP

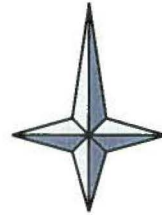
Attached

**BLOCK
6826**

**AREA TO BE
ACQUIRED**

NORTH RIVERFRONT BOULEVARD

N



**BLOCK
6825**

COMMERCE STREET

**BLOCK
3401**

**BLOCK
3400**

January 11, 2017

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 2,092 square feet of land located in Dallas County, Texas, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Riverfront Boulevard from Cadiz Street to north of the Union Pacific Rail Road Project

"USE": The construction, installation, use, and maintenance of a realigned section of roadway, together with such appurtenant facilities as may be necessary, provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE here provided.

"PROPERTY INTEREST": Fee Simple title subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the form instrument more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

"OWNER": County of Dallas, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": \$44,572.00

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$3,500.00

"AUTHORIZED AMOUNT": Not to exceed \$48,072.00

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

SECTION 1. That the USE of the PROPERTY for the PROJECT is a public use.

January 11, 2017

SECTION 2. That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyancing instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

SECTION 4. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Street and Transportation Improvements Fund, Fund No 2T22, Department STS, Unit U215, Activity INGV, Program No. PB06U215, Object 4210, Encumbrance No. STS06U215L1. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 7. That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

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

**APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney**

BY 
Assistant City Attorney

**Parcel 4 – Riverfront Boulevard
Field Notes Describing a 2,092 Square Foot (0.0480 Acre)
Right of Way to be Acquired In Block 6826
From “DALLAS COUNTY, TEXAS”**

EXHIBIT A

BEING a 2,092 square foot (0.0480 acre) of land situated in the John Beeman Survey, Abstract No. 209, in the City of Dallas, Dallas County, Texas, (Official City of Dallas Block No. 6826) and being part of Tract B, a called 225,699 square foot tract of land conveyed to “Dallas County, Texas” by Warranty Deed recorded in Volume 78085, Page 0313 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being further described as part of Lot 1 in Block 6826 of the “Dallas County Criminal Courts Facility”, an addition to the City of Dallas, Texas as recorded in Volume 89122, Page 0663 (D.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8” capped iron rod (controlling monument) found at the most southerly corner of said Lot 1, Block 6826, same being the most southerly corner of a called 10.160 acre tract of land conveyed to Dallas County, Texas by deed recorded in Volume, 78085, Page 3585 (D.R.D.C.T.), and located in the existing northerly right of way line of Commerce Street (a variable width R.O.W.);

THENCE North 75°09’08” East, along the common southerly line of said Lot 1, Block 6826 and the existing northerly right of way line of said Commerce Street, passing the most southerly southeast corner of said Dallas County 10.160 acre tract and the most southerly corner of said Tract B at a distance of 517.31 feet, and continuing for a total distance of 796.34 feet to a set 5/8” iron rod with cap marked “LTRA” (hereafter referred to as set 5/8” iron rod) at the **POINT OF BEGINNING**;

THENCE North 00°19’43” West, departing the common southerly line of said Lot 1, Block 6826, same being the southerly line of said Tract B, and the existing northerly right of way line of said Commerce Street, over and across said Lot 1 in Block 6826, being 8.0 feet perpendicularly distant westerly from and parallel with the existing west line of Riverfront Boulevard (130.00 foot R.O.W.), a distance of 262.52 feet to an “X” Cut set in concrete;

THENCE North 89°40’17” East, continuing over and across said Lot 1 in Block 6826, a distance of 8.00 feet to an “X” Cut set in the common easterly line of said Lot 1, Block 6826, same being the easterly line of said Tract B, and located in the existing westerly right of way line of Riverfront Boulevard (130.00 foot R.O.W.);

THENCE South 00°19’43” East, along the last stated common line, a distance of 260.45 feet to the common existing southeast corner of said Lot 1, the existing southeast corner of said Tract B, the northeast corner of a called 2,695 sq. ft. right of way dedication as conveyed in said Dallas County Criminal Courts Facility Addition, and located in the existing northerly right of way line of said Commerce Street, from which point an “X” Cut found (controlling monument) bears North 71°44’45” East, a distance of 0.27 feet;



**Parcel 4 – Riverfront Boulevard
Field Notes Describing a 2,092 Square Foot (0.0480 Acre)
Right of Way to be Acquired in Block 6826
From “DALLAS COUNTY, TEXAS”**

EXHIBIT A

THENCE South 75°09'08" West, departing the common easterly line of said Lot 1, Block 6826 and the existing westerly right of way line of said Riverfront Boulevard, and along the common existing southerly line of said Lot 1, the existing southerly line of said Tract B, the northerly line of said 2,695 sq. ft. right of way dedication, and the existing northerly right of way line of said Commerce Street, a distance of 8.26 feet to the **POINT OF BEGINNING** and containing approximately 2,092 square feet or 0.0480 acre of land more or less.

BASIS OF BEARING: State Plane Coordinate System, Texas, North Central Zone 4202, North American Datum of 1983.

A Survey Plat of even date accompanies this property description.

I, Isaac Worley, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.



Isaac Worley *8/20/2015*

Isaac Worley, R.P.L.S. Date
Texas Registration No. 4559

Lina T. Ramey & Associates, Inc.
3320 Belt Line Road
Farmers Branch, Texas 75234
Ph. 214-979-1144
TBPLS FIRM NO. 10140700



N

JOHN BEEMAN SURVEY
ABSTRACT NO. 209

EXHIBIT A



Dallas County, Texas
225,699 Sq. Ft., Tract B
Vol. 78085, Pg. 0313
D.R.D.C.T.

Dallas County Criminal Courts Facility
Vol. 89122, Pg. 0663
D.R.D.C.T.

LOT 1
CITY BLOCK 6826

Dallas County, Texas
10.160 Ac.
Vol. 78085, Pg. 3585
D.R.D.C.T.

8.00'
N89°40'17"E
EXISTING RIGHT OF WAY LINE

AREA TO BE ACQUIRED
2,092 SQ. FT.
0.0480 Acres

N00°19'43"W 262.52'
S00°19'43"E 260.45'

RIVERFRONT BOULEVARD
(130' Right-of-Way)
Vol. 5, Pg. 5
D.R.D.C.T.

NEW RIGHT OF WAY LINE

POINT OF BEGINNING

FND. "X" CUT
CONTROLLING MONUMENT
BEARS N71°44'45"E
0.27'

8.26'
S75°09'08"W

EXISTING RIGHT OF WAY LINE

ROW DEDICATION
2,695 SQ. FT.
VOL. 89122, PG. 0663
D.R.D.C.T.

517.31'

N75°09'08"E

796.34'

FND. "X" CUT

POINT OF COMMENCING
FND. 58" IR WCAP
CONTROLLING MONUMENT

COMMERCE STREET
(Variable width Right-of-Way)
Vol. 5, Pg. 5
D.R.D.C.T.

Sheet 3 of 3

- Set 5/8" I.R. with "LTRA" Cap (Unless Otherwise Noted)
- ⊙ Set Magnetic Nail
- ⊙ Found Monument (As Noted)
- ⊗ Set "X" Cut

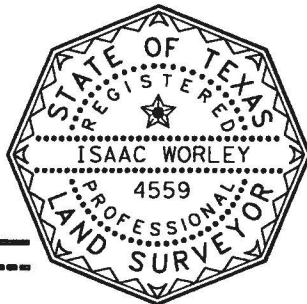
Right of Way To Be Acquired

Z Common Ownership

- M.R.D.C.T. = Map Records Dallas County Texas
- D.R.D.C.T. = Deed Records Dallas County Texas
- O.P.R.D.C.T. = Official Public Records Dallas County Texas
- INST. NO. = Instrument Number

ADDITION LINE = - - - - -
R.O.W. LINE = - - - - -

BASIS OF BEARING: Bearings are based upon State Plane Coordinate System, Texas, North Central Zone 4202, North American Datum 1983 (NAD83).



Isaac Worley 8/20/2015
ISAAC WORLEY, R.P.L.S. NO. 4559 DATE

LTRA		LINA T. RAMEY & ASSOCIATES, INC. 3320 Belt Line Road Farmers Branch, Texas 75234 - 214-979-1144 FIRM REGISTRATION NO. F-782 TBPLS REGISTRATION NO. 10140700	
DEPT. OF PUBLIC WORKS & TRANSPORTATION			
Parcel 4 - Block 6826			
RIVERFRONT BOULEVARD			
OWNER: Dallas County, Texas			
OPER.NAME	DESIGN FILE NAME	SCALE	DATE
B. Herrera	RiverfrontParcel4.dgn	1"=50'	8-20-2015
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
R. Holley	I. Worley		

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any Instrument that transfers an interest in real property before it is filed for record in the public records: Your social security number or your driver's license number.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL BY THESE PRESENTS:

That the **County of Dallas**, a political subdivision of the State of Texas, ("Grantor"), pursuant to a duly executed Commissioners Court Order No. 2017- _____ dated _____, 2017, for and in consideration of the sum of FORTY-FOUR THOUSAND FIVE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$44,572.00), has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, without warranty, express or implied, and subject to the terms, covenants, conditions, reservations, restrictions and exceptions hereinafter made unto the **City of Dallas**, a Texas municipal corporation, of 1500 Marilla Street, Dallas, Texas, 75201 ("Grantee"), all of the property as described in Exhibit A, which is attached hereto and made a part hereof ("Property").

Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee to take and use all other minerals and materials thereon, therein and thereunder.

This conveyance is executed and delivered subject to all easements, reservations, conditions, covenants and restrictive covenants as the same appears of record in the Real Property Records of Dallas County, Texas, or apparent on the ground, and to all encroachments, zoning, regulations and ordinances of municipal and/or other governmental authorities, if any, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against a political subdivision of the State of Texas.

As a material part of the consideration for this deed, GRANTOR and GRANTEE agree that, to the maximum extent allowed by law, (a) GRANTEE is taking the Property "AS IS, WHERE IS, WITH ALL FAULTS", (b) GRANTOR disclaims responsibility as to the accuracy or completeness of any information relating to the Property, (c) GRANTEE assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders, and (d) 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. Without limiting the foregoing, 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

EXHIBIT B

substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et.seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (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.

TO HAVE AND TO HOLD the premises herein described and conveyed, together with all and singular the rights, appurtenances and hereditaments thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the rights and title to said premises unto the Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by through, or under Grantor; but not otherwise.

(signature page follows)

EXECUTED this _____ day of _____, 2017.

*Approved as to Form:

SUSAN HAWK
DALLAS COUNTY DISTRICT ATTORNEY

COUNTY OF DALLAS, TEXAS

By: _____
Sherri L. Turner
Assistant District Attorney

By: _____
Clay Lewis Jenkins
Dallas County Judge

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2017, by Clay Lewis Jenkins, County Judge for the County of Dallas, Texas, on behalf of the County of Dallas, Texas, a political subdivision of the State of Texas.

Notary Public, State of Texas
My Commission Expires _____

GRANTORS ADDRESS: RETURN ORIGINAL TO GRANTOR:

County of Dallas
411 Elm Street, 3rd Floor
Dallas, Texas 75202
Attn: Assistant Director
Public Works Property Division

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 4
DEPARTMENT: Trinity Watershed Management
CMO: Mark McDaniel, 670-3256
MAPSCO: 55D 56A

SUBJECT

Authorize Supplemental Agreement No. 2 to the professional services contract with Modern Geosciences, LLC for additional environmental services and assistance with the Upper Chain of Wetlands project - Not to exceed \$32,150, from \$122,950 to \$155,100 - Financing: 1998 Bond Funds

BACKGROUND

The Upper Chain of Wetlands (UCOW) Cells A, B, and C are being constructed by the U. S. Army Corps of Engineers (USACE) on a site located within the Dallas Floodway Extension on the west side of the Trinity River between the Cedar Crest Boulevard Bridge and the Central Wastewater Treatment Plant. Previous subsurface investigations revealed elevated soil concentrations of lead above the regulatory limits set by the state regulatory agency, Texas Commission on Environmental Quality (TCEQ).

The City of Dallas is required to remediate the lead contaminated soil prior to the start of the USACE's UCOW construction project. This contract with Modern Geosciences, LLC will assist with the remediation design, prepare the required soil treatability study, and finalize the Soil Management Plan for the UCOW as required by TCEQ. Additional subsurface investigation is needed during construction to verify soil acceptance at all three designated landfills and complete the project.

This action will include technical support and further investigation of 45 soil borings necessary to aid in soil characterization and reuse decisions. This work will determine if further stabilization is required or if soil can be disposed of as non-hazardous waste.

ESTIMATED SCHEDULE OF PROJECT

Began Design	August 2013
Complete Design	January 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Modern Geosciences, LLC on August 14, 2013, by Resolution No. 13-1383.

Authorized Supplemental Agreement No. 1 to the professional services contract with Modern Geosciences, LLC, on March 26, 2014, by Resolution No. 14-0562.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

1998 Bond Funds - \$32,150.00

Professional Services Contract	\$ 73,950.00
Supplemental Agreement No. 1	\$ 49,000.00
Supplemental Agreement No. 2 (this action)	<u>\$ 32,150.00</u>
Total	\$155,100.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Modern Geosciences, LLC

Hispanic Female	0	Hispanic Male	0
African-American Female	0	African-American Male	0
Other Female	1	Other Male	0
White Female	4	White Male	7

OWNER

Modern Geosciences, LLC

Kenneth Tramm, Principal

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 2 to the professional services contract with Modern Geosciences, LLC for additional environmental services and assistance with the Upper Chain of Wetlands project - Not to exceed \$32,150, from \$122,950 to \$155,100 - Financing: 1998 Bond Funds

Modern Geosciences, LLC is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$0.00	0.00%
Non-local contracts	\$32,150.00	100.00%
TOTAL THIS ACTION	\$32,150.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

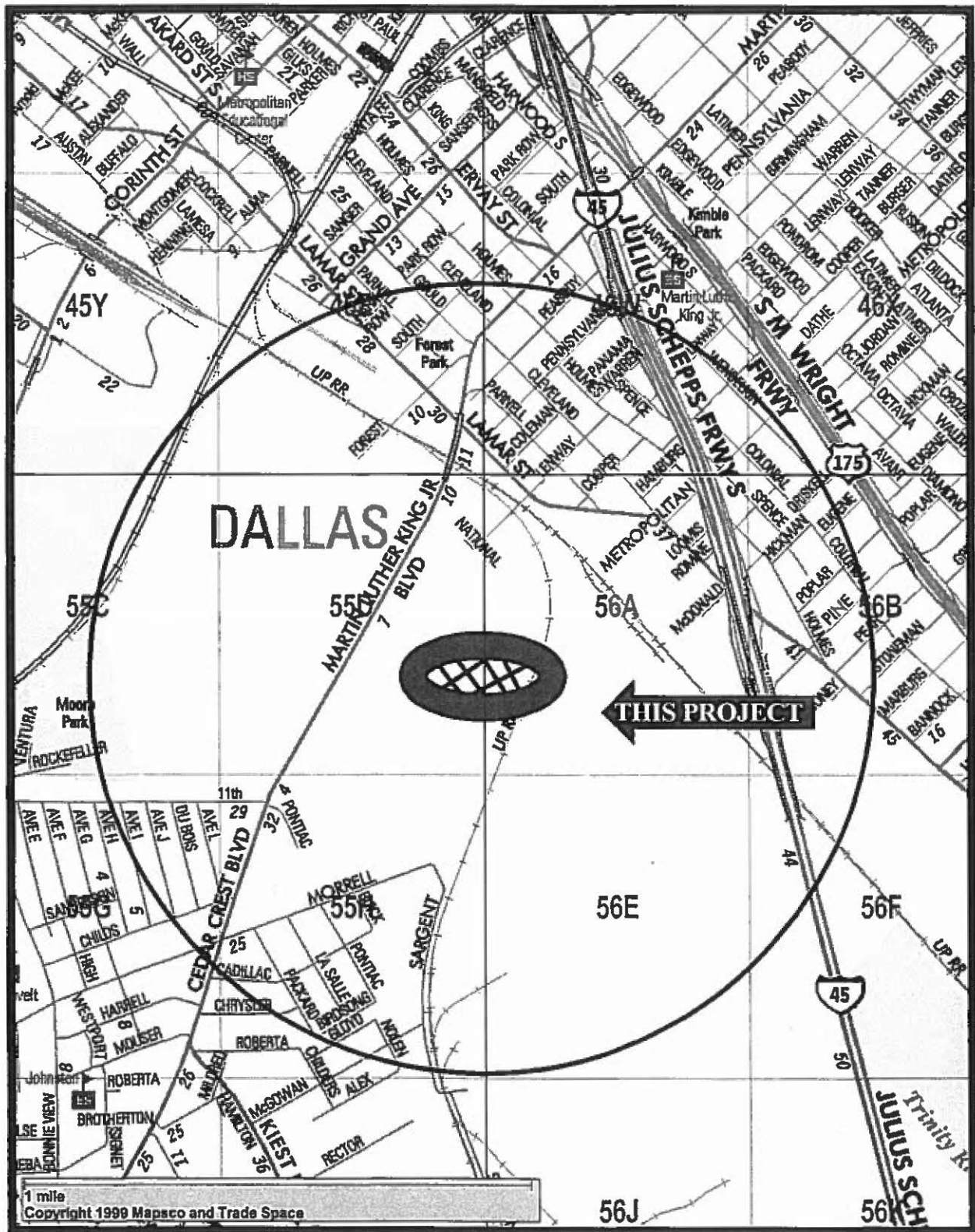
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Sunbelt Industrial Services	WFWB64135Y0217	\$5,750.00	17.88%
Total Minority - Non-local		\$5,750.00	17.88%

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$5,750.00	17.88%	\$14,000.00	9.02%
Total	\$5,750.00	17.88%	\$14,000.00	9.02%

UCOW REMEDIATION



MAPSCO 55D, 56A

January 11, 2017

WHEREAS, on August 14, 2013, Resolution No. 13-1383 authorized a professional services contract with Modern Geosciences, LLC, for the preparation of the soil remediation and municipal setting designation for the Upper Chain of Wetlands Project, in an amount not to exceed \$73,950; and,

WHEREAS, on March 26, 2014, Resolution No. 14-0562 authorized Supplemental Agreement No. 1 to the professional services contract with Modern Geosciences, LLC for additional environmental services and assistance with the Upper Chain of Wetlands project in an amount not to exceed \$49,000, increasing the contract from \$73,950 to \$122,950; and,

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 2 to the professional services contract with Modern Geosciences, LLC for additional environmental services and assistance with the Upper Chain of Wetlands project in an amount not to exceed \$32,150, increasing the contract from \$122,950 to \$155,100.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute Supplemental Agreement No. 2 to the professional services contract with Modern Geosciences, LLC for additional environmental services and assistance with the Upper Chain of Wetlands project in an amount not to exceed \$32,150, increasing the contract from \$122,950 to \$155,100, after it has been approved as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

1998 Bond Fund
Fund 5P14, Dept. TWM, Unit N962, Act. TRPP
Obj. 4113, Program PB98N962, CT PBW98N962L4
Vendor # VS0000063453, in an amount not to exceed \$32,150

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

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 11
DEPARTMENT: Water Utilities
CMO: Ryan S. Evans, 671-9837
MAPSCO: 16 S W

SUBJECT

Authorize an increase in the construction contract with Archer Western Construction, LLC for emergency erosion repairs along the bank of White Rock Creek to protect an 84-inch water transmission main - Not to exceed \$226,146, from \$17,668,400 to \$17,894,546 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This action consists of work associated with emergency erosion repairs along the bank of White Rock Creek adjacent to Park Central Drive between Merit Drive and Churchill Way. This work is needed to protect the existing Dallas Water Utilities 84” White Rock water transmission main.

Trinity Watershed Management is currently designing permanent erosion repairs to White Rock Creek at this location and anticipates awarding the construction project in Spring of 2017. While coordinating with their Engineer, it became evident that the erosion was progressing at a higher rate than anticipated. Not only had the erosion forced the relocation of the White Rock Trail, but it also had the potential to undermine the embedment of the 84” White Rock transmission main, resulting in its failure.

The White Rock water transmission line is a fifteen mile, 84-inch diameter pipeline which is used to transfer treated water from Jim Miller Reservoir located on Jim Miller Road, just south of R.L. Thornton Freeway, to Beltwood Reservoir in far north Dallas. The water main supplies over 25 percent of the potable water within the City of Dallas, including service delivery to customer cities. The failure of this line could jeopardize DWU's ability to distribute potable water to the citizens of Dallas and customer cities, fire suppression capabilities and lead to possible institution of emergency water use restrictions.

ESTIMATED SCHEDULE OF PROJECT

Began Repairs November 2016
Complete Repairs December 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a contract with Archer Western Construction, LLC for the construction of rehabilitation improvements to the Activated Sludge Influent Pump Station at the Central Wastewater Treatment Plant on August 26, 2015, by Resolution No. 15-1576.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

Council will be briefed by memorandum regarding this item.

FISCAL INFORMATION

\$226,146.00 - Water Utilities Capital Improvement Funds

Construction Contract	\$17,668,400.00
Change Order No. 1 (this action)	\$ <u>226,146.00</u>
Total Construction Cost	\$17,894,546.00

ETHNIC COMPOSITION

Archer Western Construction, LLC

Hispanic Female	38	Hispanic Male	1,258
Black Female	26	Black Male	219
White Female	38	White Male	575
Other Female	9	Other Male	87

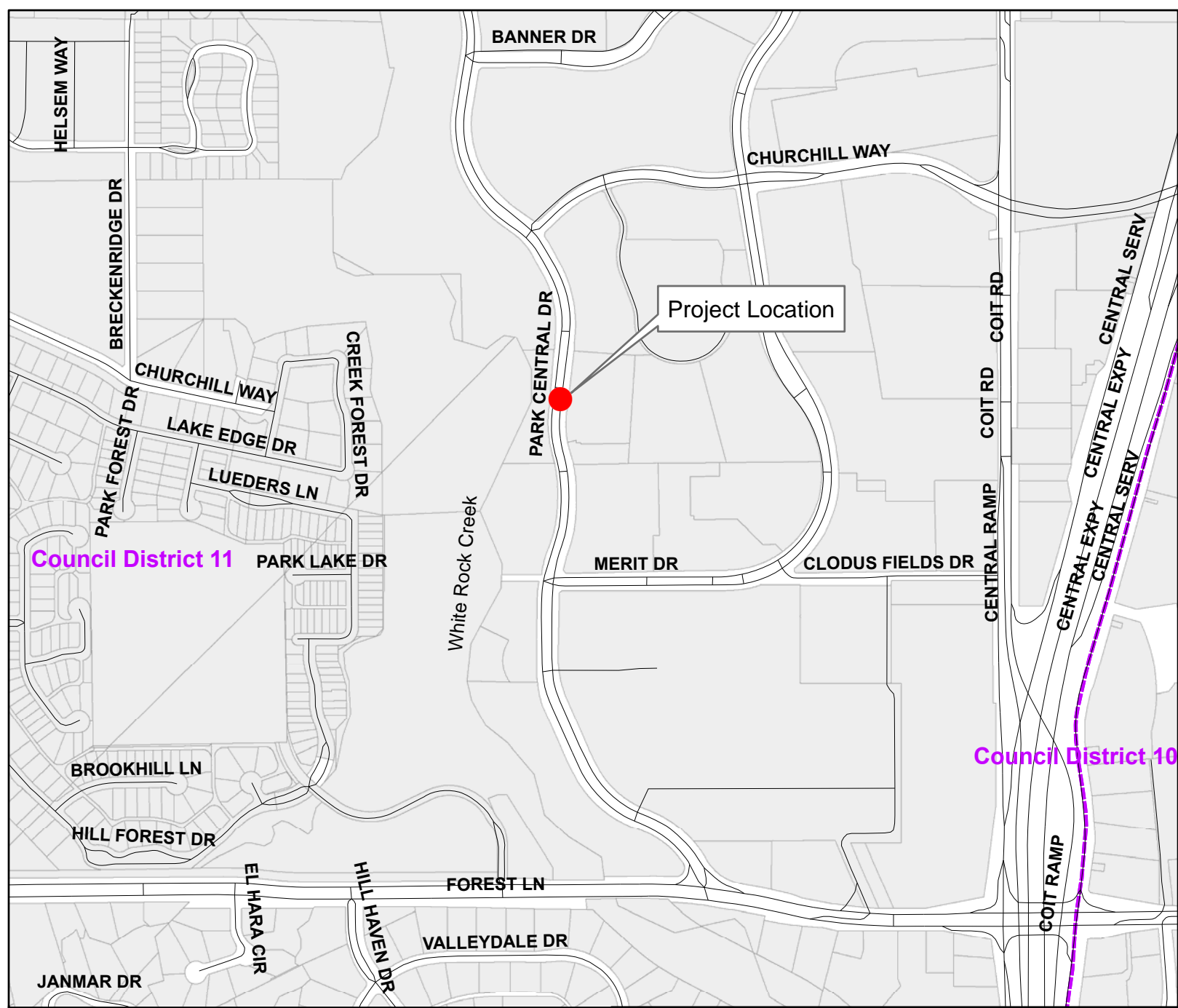
OWNER

Archer Western Construction, LLC

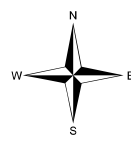
Daniel P. Walsh, President

MAP

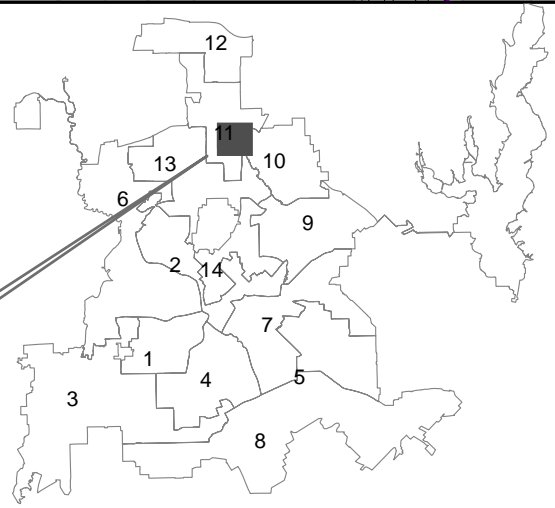
Attached



Mapsc0: 16 S, W



Council District: 11



Dallas Water Utilities
Contract No. 15-060, Change Order No. 1
Emergency Erosion Repairs to Protect
84-inch White Rock Water Transmission Main

January 11, 2017

WHEREAS, on August 26, 2015, the City Council awarded Contract No. 15-060 in the amount of \$17,668,400.00, by Resolution No. 15-1576, to Archer Western Construction, LLC, for the construction of rehabilitation improvements to the Activated Sludge Influent Pump Station at the Central Wastewater Treatment Plant; and,

WHEREAS, the City of Dallas has identified a need to proceed with emergency erosion repairs to protect an 84-inch water transmission main along the bank of the White Rock Creek adjacent to Park Central Drive between Merit Drive and Churchill Way; and,

WHEREAS, Archer Western Construction, LLC, 1411 Greenway Drive, Irving, Texas 75038, has submitted an acceptable proposal for this additional work; and,

WHEREAS, Dallas Water Utilities recommends that Contract No. 15-060 be increased by \$226,146.00, from \$17,668,400.00 to \$17,894,546.00.

Now, Therefore,

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

Section 1. That the proposed Change Order No. 1 be accepted and that Contract No. 15-060 with Archer Western Construction, LLC, be revised accordingly.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$226,146.00 from the Wastewater Capital Improvement Fund as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
3116	DWU	PS30	4330	715060	CT-DWU715060CP	VS0000064407

Archer Western Construction, LLC - (Contract No. 15-060) - \$226,146.00

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

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): Outside City Limits
DEPARTMENT: Water Utilities
CMO: Ryan S. Evans, 671-9837
MAPSCO: 2 T

SUBJECT

Authorize an increase in the contract with Quest Civil Constructors, Inc. for additional work associated with the cleaning and rehabilitation of a residuals basins site at the Elm Fork Water Treatment Plant - Not to exceed \$1,777,361, from \$46,464,646 to \$48,242,007 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

The Elm Fork Water Treatment Plant located in Carrollton, Texas, is the second largest of three water treatment plants serving customers of the City of Dallas. On May 27, 2015, the City Council awarded the cleaning and rehabilitation of an existing 145 acre residuals basin site used for the collection of treatment process residuals.

This action will authorize additional work identified as a result of unforeseen subsurface site conditions during the construction of the residuals basin site improvements. This work includes an additional 281,000 cubic yards of soil excavation to reach suitable foundation soils for the basin site berms, as well as the blending of 318,000 cubic yards of soil to achieve the desired soil properties needed for the construction of the berms. Also included in this work is the realignment of a new storm water box culvert around an existing, unmarked fiber optic ductbank and the removal of excess debris in the 54-inch sediment discharge line.

This project is the first one associated with the implementation of the \$300 million dollar Elm Fork Water Quality Improvements program and will help facilitate implementation of upcoming projects at the plant. This project is needed to address aging infrastructure and process changes, including residuals management, as recommended in the 2010 Water Quality Study. Residuals are a normal by-product of the drinking water treatment process and consist of solids removed from the source water by the addition of coagulants and a sedimentation process.

ESTIMATED SCHEDULE OF PROJECT

Began Design November 2012
Completed Design January 2015
Began Construction June 2015
Complete Construction May 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a contract with Quest Civil Constructors, Inc. for the cleaning and rehabilitation of a residuals basins site at the Elm Fork Water Treatment Plant on May 27, 2015, by Resolution No. 15-0978.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

Council will be briefed by memorandum regarding this item.

FISCAL INFORMATION

\$1,777,360.46 - Water Utilities Capital Improvement Funds

Construction Contract	\$46,464,646.00
Change Order No. 1 (this action)	\$ <u>1,777,360.46</u>
Total Construction Cost	\$48,242,006.46

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Quest Civil Constructors, Inc.

Hispanic Female	1	Hispanic Male	10
Black Female	0	Black Male	1
White Female	0	White Male	18
Other Female	0	Other Male	1

OWNER

Quest Civil Constructors, Inc.

Howard Birch III, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the contract with Quest Civil Constructors, Inc. for additional work associated with the cleaning and rehabilitation of a residuals basins site at the Elm Fork Water Treatment Plant - Not to exceed \$1,777,361, from \$46,464,646 to \$48,242,007 - Financing: Water Utilities Capital Improvement Funds

Quest Civil Constructors, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$246,095.00	13.85%
Non-local contracts	\$1,531,265.46	86.15%
TOTAL THIS ACTION	\$1,777,360.46	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
RAMA Enterprises, LLC	HMDB97541Y0717	\$94,550.00	38.42%
QN Management Solutions, Inc.	PMDB31601Y0717	\$7,200.00	2.93%
Total Minority - Local		\$101,750.00	41.35%

Non-Local Contractors / Sub-Contractors

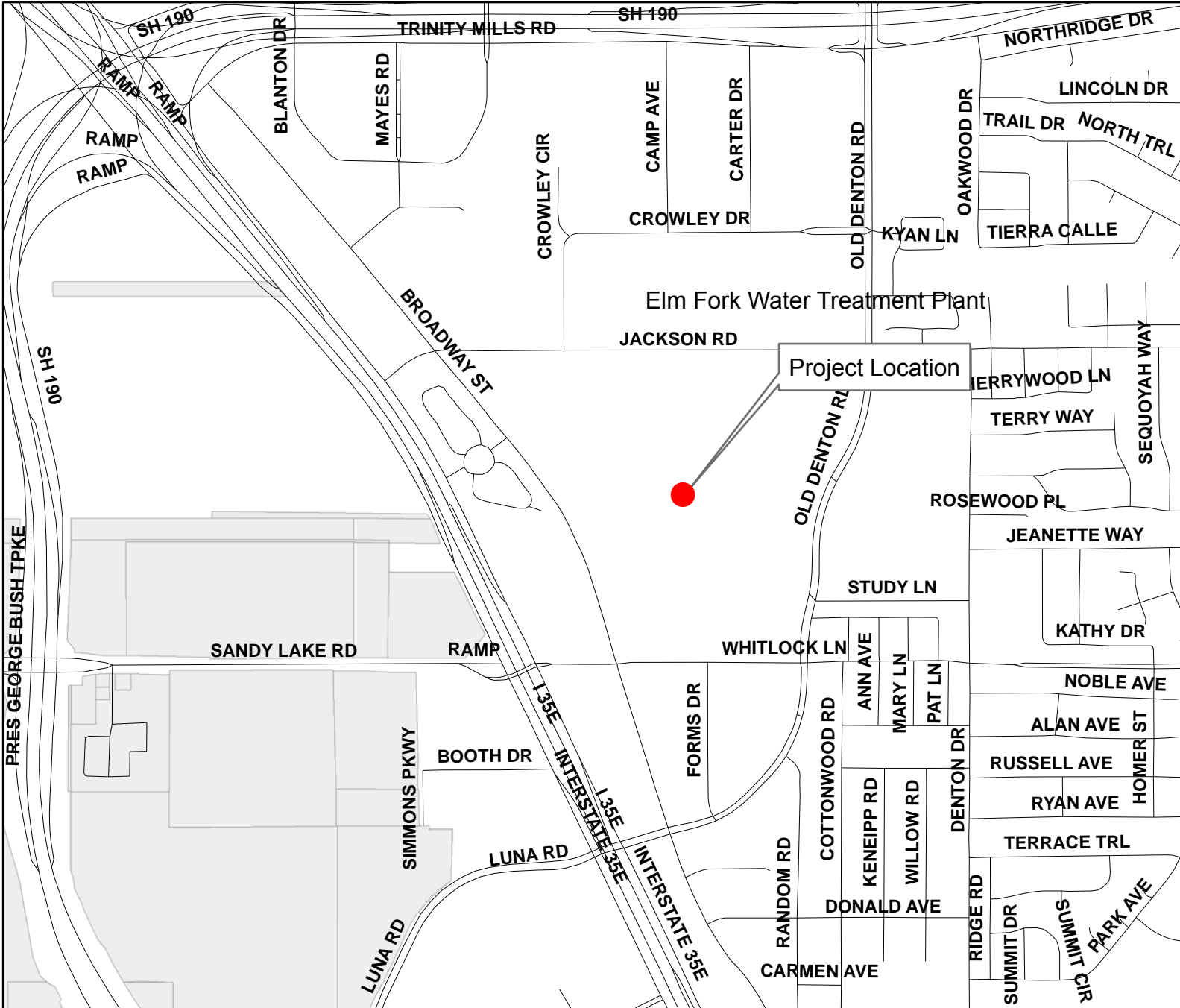
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Ricochet Fuel Distributors, Inc.	WFWB63913Y0117	\$100,000.00	6.53%
Fleet-Lube, LLC	WFDB11375Y0717	\$10,000.00	0.65%
Sunbelt Industrial Services	WFW864135Y0217	(\$4,500,000.00)	-293.87%
Total Minority - Non-local		(\$4,390,000.00)	(286.69%)

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

Page 2

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$94,550.00	5.32%	\$2,766,732.00	5.74%
Asian American	\$7,200.00	0.41%	\$49,750.00	0.10%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	(\$4,390,000.00)	(247.00%)	\$5,374,184.00	11.14%
Total	(\$4,288,250.00)	(241.27%)	\$8,190,666.00	16.98%



Mapsc0: 2 T

Council District: Outside City Limits



Dallas Water Utilities
Contract No. 15-005, Change Order No. 1
Elm Fork Water Treatment Plant
Cleaning and Rehabilitation of Residuals Basins Site

January 11, 2017

WHEREAS, on May 27, 2015, the City Council awarded Contract No. 15-005 in the amount of \$46,464,646.00, by Resolution No. 15-0978, to Quest Civil Constructors, Inc., for the cleaning and rehabilitation of a residuals basins site at the Elm Fork Water Treatment Plant; and,

WHEREAS, Dallas Water Utilities has a need to perform additional work at the residuals basin site; and,

WHEREAS, Quest Civil Constructors, Inc., 1903 West Parkside Lane, Suite 100, Phoenix, Arizona 85027, has submitted an acceptable proposal for this additional work; and,

WHEREAS, Dallas Water Utilities recommends that Contract No. 15-005 be increased by \$1,777,360.46, from \$46,464,646.00 to \$48,242,006.46.

Now, Therefore,

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

Section 1. That the proposed Change Order No. 1 be accepted and that Contract No. 15-005 with Quest Civil Constructors, Inc., be revised accordingly.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,777,360.46 from the Water Capital Improvement Fund as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
2115	DWU	PW31	4320	715005	CT-DWU715005CP	VS0000038219

Quest Civil Constructors, Inc. - (Contract No. 15-005) - \$1,777,360.46

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): 8

DEPARTMENT: Trinity Watershed Management
City Attorney's Office
Mobility and Street Services

CMO: Mark McDaniel, 670-3256
Larry Casto, 670-3491
Jill A. Jordan, P.E., 670-5299

MAPSCO: 75D

SUBJECT

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Veterans Land Board of the State of Texas and King E. Rhodes, of an unimproved tract of land containing approximately 65,699 square feet, three slope easements containing a total of approximately 35,859 square feet, and two drainage easements containing a total of approximately 3,693 square feet, located on East Wheatland Road near its intersection with Lancaster Road for the Wheatland Road Improvement Project - Not to exceed \$92,176 (\$88,176 plus closing costs and title expenses not to exceed \$4,000) - Financing: General Obligation Commercial Paper Funds

BACKGROUND

This item authorizes the acquisition of an unimproved tract of land containing approximately 65,699 square feet, three slope easements containing a total of approximately 35,859 square feet, and two drainage easements containing a total of approximately 3,693 square feet, from Veterans Land Board of the State of Texas and King E. Rhodes. This property is located on East Wheatland Road near its intersection with Lancaster Road and will be used for the Wheatland Road Improvement Project. The consideration is based upon an independent appraisal, reviewed and adjusted by staff.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized acquisition on December 14, 2016, by Resolution No. 16-1941.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

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

Information about this item will be provided to the Quality of Life and Environment Committee on January 9, 2017.

FISCAL INFORMATION

2006 Bond Funds (General Obligation Commercial Paper Funds) - \$92,176 (\$88,176 plus closing costs and title expenses not to exceed \$4,000)

OWNERS

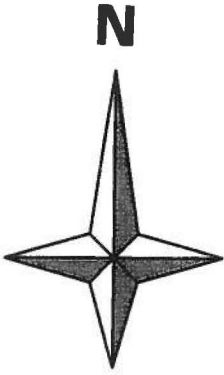
Veterans Land Board of the State of Texas

Matthew Elledge, Executive Secretary

King E. Rhodes

MAP

Attached



E. WHEATLAND ROAD

LANCASTER ROAD

Slope Easement

Drainage Easement

Right-of-Way Acquisition

Drainage Easement

Slope Easement

Slope Easement

Right-of-Way to be Acquired



Slope Easements to be Acquired



Drainage Easements to be Acquired



January 11, 2017

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas.

"PROPERTY": Six tracts containing a total of approximately 105,251 square feet of property located in Dallas County, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Wheatland Road Improvement Project

"USE": The construction, installation, use, and maintenance of a new section of roadway, together with such appurtenant facilities as may be necessary.

"PROPERTY INTEREST": Parcel No. 3 - Fee Simple, Parcel Nos. 3A, 3B & 3C - Slope Easement, and Parcel Nos. 3-ia & 3-ib - Drainage Easement

"OWNER": Veterans Land Board of the State of Texas and King E. Rhodes, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"OFFER AMOUNT": \$88,176.00

"CLOSING COSTS AND TITLE EXPENSES ": Not to exceed \$4,000.00

"AUTHORIZED AMOUNT": \$92,176.00

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

SECTION 1. That the USE of the PROPERTY for the PROJECT is a public use.

SECTION 2. That public necessity requires that the CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

January 11, 2017

SECTION 3. That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Department of Sustainable Development and Construction Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

SECTION 4. That in the event the OWNER accepts the OFFER AMOUNT, the Chief Financial Officer is authorized and directed to draw a warrant in favor of the OWNER, the then current owner of record, or the title company closing the transaction described herein in the OFFER AMOUNT payable out of 2006 Bond Funds: Fund No. 4T22, Department STS, Unit U803, Activity THRF, Program No. PB06U803, Object 4210, Encumbrance No. CT-STS06U803A3, CLOSING COSTS AND TITLE EXPENSES payable out of 2006 Bond Funds: Fund No. 4T22, Department STS, Unit U803, Activity THRF, Program No. PB06U803, Object 4230, Encumbrance No. CT-STS06U803A4. The OFFER AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 5. That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay the CLOSING COSTS AND TITLE EXPENSES. In the event of condemnation, the CITY will pay costs as may be assessed by the Special Commissioners or the court. Further, that expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

SECTION 6. That if the OWNER refuses to accept the OFFER AMOUNT, the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary proceeding(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

SECTION 7. That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation proceedings or suit(s).

SECTION 8. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 9. That OWNER has been provided with a copy of the Landowner's Bill of Rights as required by Texas Property Code Section 21.0112.

January 11, 2017

SECTION 10. That in the event the City Attorney files a condemnation proceeding because the OWNER refused to accept the OFFER AMOUNT; and in the event the special commissioners appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to deposit the award in the registry of the Court and to settle the condemnation proceeding, or if the condemnation proceeding becomes a lawsuit, the lawsuit, for an amount not to exceed the OFFER AMOUNT; and the Chief Financial Officer is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the OFFER AMOUNT made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council; and the Chief Financial Officer is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed \$4,000.00 for CLOSING COSTS AND TITLE EXPENSES in favor of the title company closing the transaction described herein. The Award, CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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:
LARRY E. CASTO, City Attorney

BY 
Assistant City Attorney

**Field Notes Describing a 65,699 Square Foot Tract of Land
To Be Acquired in Block 7609
From King E. Rhodes**

Being a 65,699 Square Foot (1.5082 Acre) tract of land situated in the Robert Simonton Survey, Abstract No. 1277, in the City of Dallas, Dallas County, Texas, lying in Block 7609 (official City of Dallas Block Numbers), and being a portion of the 22.0197 acre tract of land conveyed to King E. Rhodes by Contract of Sale and Purchase, recorded in Volume 2002187, Page 125 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at the most Westerly corner of said 22.0197 Acre tract, lying on the Southeast Right-of-Way line of Wheatland Road (a 50' Right-of-Way) and being also the most Northerly corner of a tract of land conveyed to Crescent Real Estate Equities Limited Partnership by deed recorded in Volume 97092, Page 2778 of the Deed Records of Dallas County, Texas, from which a ½ inch dia. Iron Rod found bears North 33°44'10" West a distance of 1.24 feet:

THENCE South 37°05'20" East, departing the last said Southeast Right-of-Way line of Wheatland road and with the common line between said Rhodes and Crescent Real Estate tracts, a distance of 394.78 feet to a 5/8 in dia. Iron Rod with cap marked "DALLAS" (hereinafter referred to as "5/8" I.R. w/COD cap") set at the Northwest corner and **POINT OF BEGINNING** of the herein described tract of land:

THENCE North 90°00'00" East, departing the last said common line between said Rhodes and Crescent Real Estate tracts, a distance of 275.64 feet to a 5/8" I.R. w/COD cap set at the Point of Curvature of a Curve to the Left:

THENCE Northeasterly along said Curve, having a Radius of 660.00 feet, a Central Angle of 31°16'43", an Arc Length of 360.31 feet and a Chord which bears North 74°21'38" East a distance of 355.85 to a 5/8" I.R. w/COD cap set at the Point of Tangency:

THENCE North 58°43'17" East a distance of 211.47 feet to a 5/8" I.R. w/COD cap set at the Northeast corner of the herein described tract of land, on the common line with a tract of land conveyed to the Sun NLF Ltd. Partnership by deed recorded in Volume 95125, Page 768 of the Deed Records of Dallas County, Texas:

THENCE South 7°19'12" East with the common line between said Rhodes and Sun NLF Ltd. tracts a distance of 87.54 feet to a 5/8" I.R. w/COD cap set at the Southeast corner of the herein described tract of land:

THENCE South 58°43'17" West, departing the last said common line between the Rhodes and Sun NLF Ltd. tracts, a distance of 175.92 feet to a 5/8" I.R. w/COD cap set at the Point of Curvature of a Curve to the Right:

**Field Notes Describing a 65,699 Square Foot Tract of Land
To Be Acquired in Block 7609
From King E. Rhodes**

THENCE Southwesterly along said Curve, having a Radius of 740.00 feet, a Central Angle of $31^{\circ}16'43''$, an Arc Length of 403.98 feet and a Chord which bears South $74^{\circ}21'38''$ West a distance of 398.98 feet to a $5/8''$ I.R. w/COD cap set at the Point of Tangency:

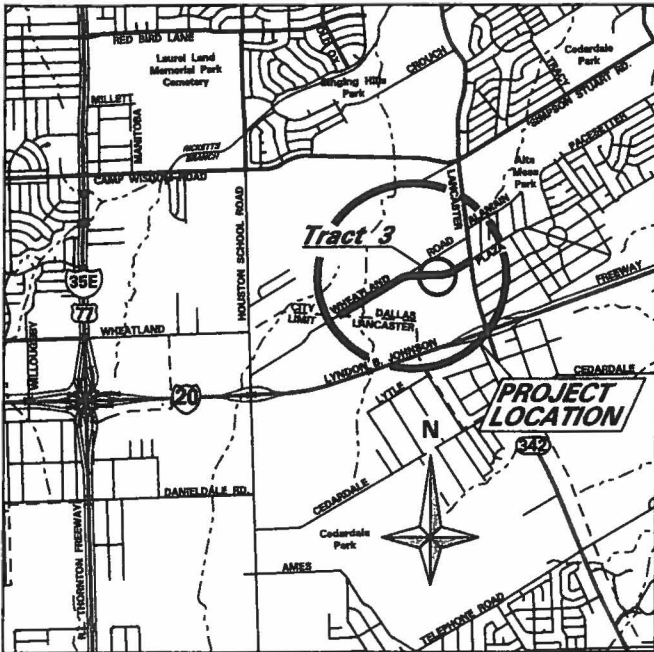
THENCE South $90^{\circ}00'00''$ West a distance of 215.16 feet to a $5/8''$ I.R. w/COD cap set at the Southwest corner of the herein described tract of land, on the above referenced common line between the Rhodes and Crescent Real Estate tracts:

THENCE North $37^{\circ}05'17''$ West along the common line between said Rhodes and Crescent Real Estate tracts a distance of 100.29 feet to the **POINT OF BEGINNING**, containing 65,699 Square Feet, or 1.5082 Acres of land.

BASIS OF BEARINGS: Bearings are based on the common line between the King E. Rhodes and Crescent Real Estate Equities Limited Partnership tracts, at South $37^{\circ}05'17''$ East, monumented as noted and derived from Global Positioning System observations using the North Texas Cooperative Real Time Kinematic Survey, Virtual Reference Station System, North American Datum of 1983.

Scott Holt
7/6/2016





LOCATOR MAP

NOT TO SCALE

1/2" I.R. Fnd.; Bears 1.24'
N33°44'20"W. POINT OF COMMENCING

King E. Rhodes
Vol. 2002187, Pg. 0125

**65,699 Square Foot
(1.5082 Acre) Tract
To Be Acquired**

Rad. = 660.00'
Δ = 31°16'43"
Length = 360.31'
Chord Brs: 355.85'
N74°21'38"E

Rad. = 740.00'
Δ = 31°16'43"
Length = 403.98'
Chord Brs: 398.98'
S74°21'38"W

**Crescent Real Estate
Equities Limited Partnership**
Vol. 97092, Pg. 2778

**ROBERT SIMONTON
SURVEY**
Abstract #1277



Sheet 3 of 3

LOCATOR MAP: Parcel No. 3

Wheatland Road			
From Lancaster City Limits to Lancaster Road			
DEPT. OF PUBLIC WORKS & TRANSPORTATION			
SURVEY DIVISION CITY OF DALLAS, TEXAS			
OPER. NAME	DESIGN FILE NAME	SCALE	DATE
S. Holt	N:\ENGR\SURVEY\HOLT\Wheatland\Wheatland Field Notes.dgn	As Noted	5-27-10
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
J. Chambers	S. Holt	Block 7605	311D-4147-12

⊙ 58" I.R. wCOD Cap Set

▭ Property to be Acquired

**Field Notes Describing Slope Easements
To Be Acquired in Block 7609
From King E. Rhodes**

PARCEL 3-A:

Being a 10,619 Square Foot (0.244 Acre) tract of land situated in the Robert Simonton Survey, Abstract No. 1277, in the City of Dallas, Dallas County, Texas, lying in Block 7609 (official City of Dallas Block Numbers), and being a portion of the 22.0197 acre tract of land conveyed to King E. Rhodes by Contract of Sale and Purchase, recorded in Volume 2002187, Page 125 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch diameter Iron Rod with cap marked "CITY OF DALLAS" (hereinafter referred to as "5/8" I.R. w/COD cap") set at the intersection of the South line of the approved realignment location of Wheatland Road (an 80-foot Right-of-Way per approved Council Alignment) with the Southwest boundary line of said King E. Rhodes tract, being also the Northeast line of a tract of land conveyed to Crescent Real Estate by Deed recorded in Volume 97092, Page 2778 of the Deed Records of Dallas County, Texas, from which a 1/2 inch diameter Iron Rod found at the common Southeast corner of said Crescent Real Estate and King E. Rhodes properties bears South 36°16'35" East a distance of 655.22 feet:

THENCE North 90°00'00" East with the said approved South line of Wheatland Road, departing the common line between said King E. Rhodes and Crescent Real Estate properties, over and across a portion of said King E. Rhodes property a distance of 215.16 feet to a 5/8" I.R. w/COD cap set at the Point of Curvature of a Curve to the Left:

THENCE Northeasterly, continuing with the said approved South line of Wheatland Road and along said Curve to the Left, having a Radius of 740 feet, a Central Angle of 15°50'11", an Arc Length of 205.54 feet and a Chord which bears North 82°04'54" East a distance of 203.88 feet to the most Easterly corner of the herein described tract of land (not monumented):

Thence South 66°41'28" West, departing the said approved South line of Wheatland Road, continuing over and across a portion of said King E. Rhodes property a distance of 70.88 feet to the Point of Curvature of a Curve to the Right (not monumented):

THENCE Southwesterly, continuing over and across a portion of said King E. Rhodes property and along said Curve to the Right, having a Radius of 454.76 feet, a Central Angle of 27°55'21", an Arc Length of 221.62 feet and a Chord

Field Notes Describing Slope Easements
To Be Acquired in Block 7609
From King E. Rhodes

which bears South 80°39'09" West a distance of 219.43 feet to the Point of Tangency (not monumented):

THENCE North 85°23'10" West, continuing over and across a portion of said King E. Rhodes property a distance of 116.01 feet to the intersection with the above said common line with the Crescent Real Estate property, being also the Southwest corner of the herein described tract of land (not monumented):

THENCE North 37°05'17" West with the common line between said Crescent Real Estate and King E. Rhodes properties a distance of 32.93 feet to the **POINT OF BEGINNING**, containing 10,619 Square Feet, or 0.244 Acres of land.

BASIS OF BEARINGS: Bearings are based on the State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202 (2011).

Scott Holt
12/28/2016



**Field Notes Describing Slope Easements
To Be Acquired in Block 7609
From King E. Rhodes**

PARCEL 3-B:

Being a 3,558 Square Foot (0.081 Acre) tract of land situated in the Robert Simonton Survey, Abstract No. 1277, in the City of Dallas, Dallas County, Texas, lying in Block 7609 (official City of Dallas Block Numbers), and being a portion of the 22.0197 acre tract of land conveyed to King E. Rhodes by Contract of Sale and Purchase, recorded in Volume 2002187, Page 125 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" I.R. w/COD cap set at the intersection of the South line of the approved realignment location of Wheatland Road (an 80-foot Right-of-Way per approved Council Alignment) with the Northeast boundary line of said King E. Rhodes tract, being also the Southwest line of a tract of land conveyed to Sun NLF Limited Partnership by Deed recorded in Volume 95125, Page 768 of the Deed Records of Dallas County, Texas, from which the Southwest corner of said Sun NLF Limited Partnership tract bears South 07°19'12" East a distance of 86.79 feet:

THENCE South 07°19'12" East, departing the last said approved South line of Wheatland Road and with the common line between said King E. Rhodes and Sun NLF Limited Partnership properties a distance of 19.88 feet to the Southeast corner of the herein described tract of land (not monumented):

THENCE South 61°07'54" West, departing the common line between said King E. Rhodes and Sun NLF Limited Partnership properties, over and across a portion of said King E. Rhodes property a distance of 147.93 feet to an outside corner of the herein described tract of land (not monumented):

THENCE South 62°15'33" West, continuing over and across a portion of said King E. Rhodes property a distance of 52.24 feet to an outside corner of the herein described tract of land (not monumented):

THENCE South 66°44'50" West, continuing over and across a portion of said King E. Rhodes property a distance of 46.70 feet to the Point of Curvature of a Curve to the Right (not monumented):

Field Notes Describing Slope Easements
To Be Acquired in Block 7609
From King E. Rhodes

THENCE Southwesterly, continuing over and across a portion of said King E. Rhodes property and along said Curve to the Right, having a Radius of 524.98 feet, a Central Angle of $10^{\circ}55'50''$, an Arc Length of 100.15 feet and a Chord which bears South $72^{\circ}12'44''$ West a distance of 100.00 feet to the intersection with the said approved South line of Wheatland Road, being also the most Westerly corner of the herein described tract of land (not monumented):

THENCE Northeasterly, continuing over and across a portion of said King E. Rhodes property and with the approved South line of Wheatland Road, along a curve to the Left having a Radius of 740.00 feet, a Central Angle of $13^{\circ}43'29''$, an Arc Length of 177.26 feet and a Chord which bears North $65^{\circ}35'01''$ East a distance of 176.84 feet to a $5/8''$ I.R. w/COD cap set at the Point of Tangency:

THENCE North $58^{\circ}43'17''$ East, continuing with the said approved South line of Wheatland Road, over and across a portion of said King E. Rhodes property a distance of 175.92 feet to the **POINT OF BEGINNING**, containing 3,558 Square Feet, or 0.081 Acres of land.

BASIS OF BEARINGS: Bearings are based on the State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202 (2011).

Scott Holt
12/20/2016



Field Notes Describing Slope Easements
To Be Acquired in Block 7609
From King E. Rhodes

PARCEL 3-C:

Being a 21,682 Square Foot (0.498 Acre) tract of land situated in the Robert Simonton Survey, Abstract No. 1277, in the City of Dallas, Dallas County, Texas, lying in Block 7609 (official City of Dallas Block Numbers), and being a portion of the 22.0197 acre tract of land conveyed to King E. Rhodes by Contract of Sale and Purchase, recorded in Volume 2002187, Page 125 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" I.R. w/COD cap set at the intersection of the North line of the approved realignment location of Wheatland Road (an 80-foot Right-of-Way per approved Council Alignment) with the Northeast boundary line of said King E. Rhodes tract, being also the Southwest line of a tract of land conveyed to Sun NLF Limited Partnership by Deed recorded in Volume 95125, Page 768 of the Deed Records of Dallas County, Texas, from which the Southwest corner of said Sun NLF Limited Partnership tract bears South 07°19'12" East a distance of 174.51 feet:

THENCE South 58°43'17" West, over and across a portion of said King E. Rhodes property and with the said approved North line of Wheatland Road a distance of 211.47 feet to a 5/8" I.R. w/COD Cap set at the Point of Curvature of a Curve to the Right:

THENCE Southwesterly, continuing with the said approved North line of Wheatland Road, over and across a portion of said King E. Rhodes property and along said Curve to the Right, having a Radius of 660.00 feet, an Central Angle of 31°16'43", an Arc Length of 360.31 feet and a Chord which bears South 74°21'38" West a distance of 355.85 feet to a 5/8" I.R. w/COD Cap set at the Point of Tangency:

THENCE South 90°00'00" West, continuing with the said approved North line of Wheatland Road, over and across a portion of said King E. Rhodes property a distance of 275.64 feet to a 5/8" I.R. w/COD Cap set at the intersection with the Southwest boundary line of said King E. Rhodes tract, being also the Northeast line of a tract of land conveyed to Crescent Real Estate by Deed recorded in Volume 97092, Page 2778 of the Deed Records of Dallas County, Texas, from which a ½ inch diameter Iron Rod found at the common Southeast corner of said Crescent Real Estate and King E. Rhodes properties bears South 36°16'35" East a distance of 788.44 feet:

**Field Notes Describing Slope Easements
To Be Acquired in Block 7609
From King E. Rhodes**

THENCE North 37°05'17" West, departing the said approved North line of Wheatland Road and with the common line between said Crescent Real Estate and King E. Rhodes properties a distance of 18.43 feet to the Northwest corner of the herein described tract of land (Not monumented):

THENCE North 83°02'39" East, departing the common line with said Crescent Real Estate property, over and across a portion of said King E. Rhodes property a distance of 39.21 feet to an outside corner of the herein described tract of land (not monumented):

THENCE Easterly and Northeasterly, continuing over and across a portion of said King E. Rhodes property the following courses and distances:

North 88°33'03" East, a distance of 127.99 feet to an outside corner of the herein described tract of land (not monumented):

South 85°50'27" East a distance of 72.24 feet to an inside corner of the herein described tract of land (not monumented).

South 86°07'45" East a distance of 144.10 feet to an inside corner of the herein described tract of land (not monumented).

North 76°45'04" East a distance of 47.07 feet to an inside corner of the herein described tract of land (not monumented).

North 60°03'00" East a distance of 140.31 feet to an inside corner of the herein described tract of land (not monumented).

North 52°52'07" East a distance of 45.38 feet to an outside corner of the herein described tract of land (not monumented).

North 56°50'17" East a distance of 46.57 feet to an inside corner of the herein described tract of land (not monumented).

North 53°20'07" East a distance of 61.88 feet to an outside corner of the herein described tract of land (not monumented).

Field Notes Describing Slope Easements
To Be Acquired in Block 7609
From King E. Rhodes

North 59°58'58" East a distance of 149.21 feet to the intersection with the above referenced common line with the Sun NLF Limited Partnership tract, being also the Northeast corner of the herein described tract of land (not monumented).

THENCE South 07°19'12" East with the said common line between the King E. Rhodes and Sun NLF Limited Partnership properties a distance of 47.69 feet to the **POINT OF BEGINNING**, containing 21,682 Square Feet, or 0.498 Acres of Land.

BASIS OF BEARINGS: Bearings are based on the State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202 (2011).

Scott Holt

12/28/2016



WHEATLAND ROAD
(50' Right-of-Way.)

ROBERT SIMONTON SURVEY
Abstract #1277

King E. Rhodes
Vol. 2002187, Pg. 125
(Unplatted)

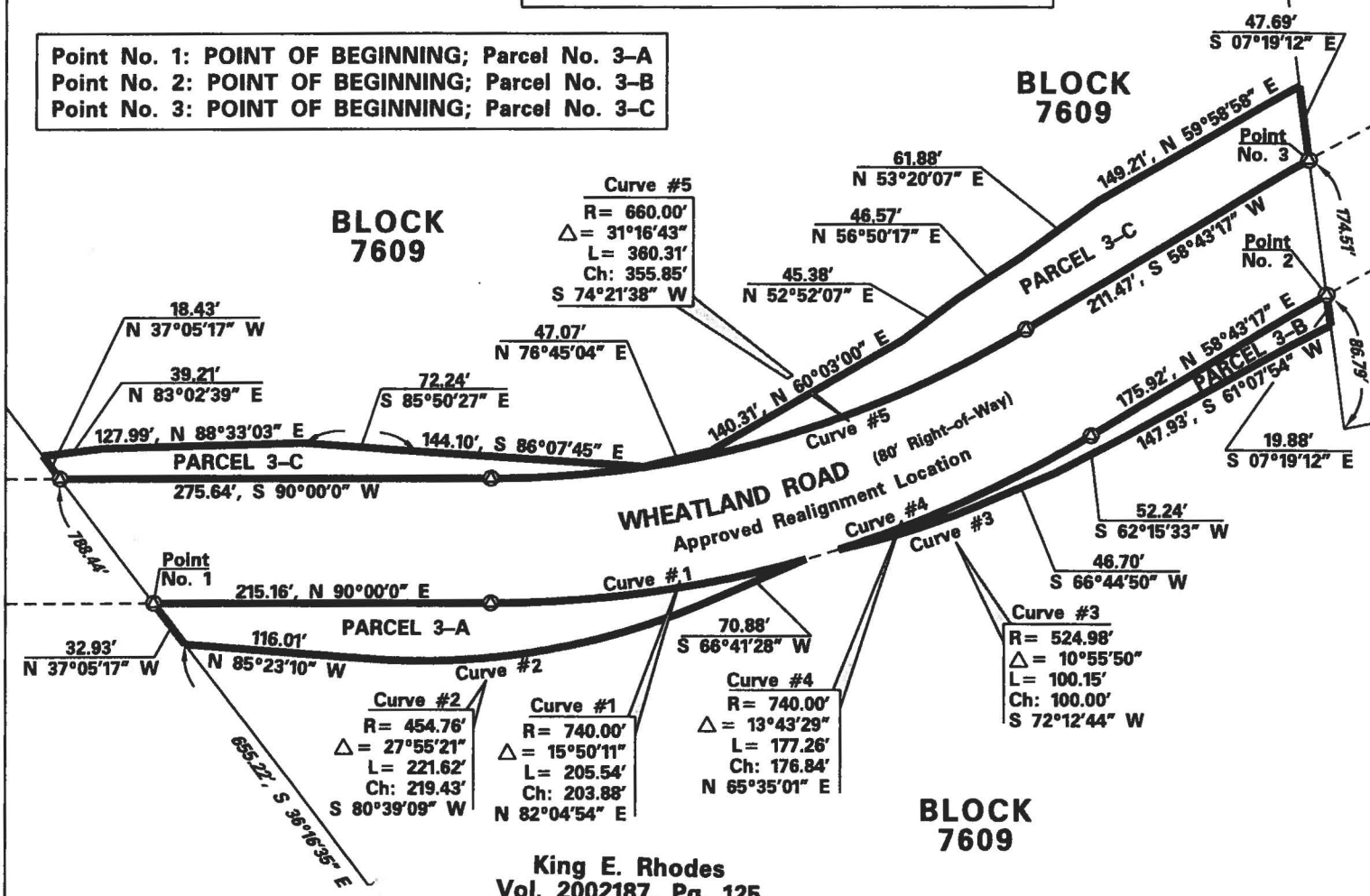
Point No.	Coordinates
1	N = 6924636.8496 E = 2495823.6732
2	N = 6924556.8496 E = 2495884.1505
3	N = 6924755.7459 E = 2496633.8698
4	N = 6924842.5753 E = 2496622.7159

Sun NLF Limited Partnership
Vol. 95125, Pg. 768
(Unplatted)



PARCEL 3-A - 10,619 Sq. Ft. (0.244 Ac.)
PARCEL 3-B - 3,558 Sq. Ft. (0.081 Ac.)
PARCEL 3-C - 21,682 Sq. Ft. (0.498 Ac.)

Point No. 1: POINT OF BEGINNING; Parcel No. 3-A
Point No. 2: POINT OF BEGINNING; Parcel No. 3-B
Point No. 3: POINT OF BEGINNING; Parcel No. 3-C



Crescent Real Estate
Vol. 97092, Pg. 2778
(Unplatted)

King E. Rhodes
Vol. 2002187, Pg. 125
(Unplatted)

⊙ Indicates 58" I.R. with Cap Marked "CITY OF DALLAS"

Parcels 3-A, 3-B & 3-C Sheet 8 of 8

Wheatland Road			
From Lancaster City Limits to Lancaster Road			
DEPT. OF PUBLIC WORKS & TRANSPORTATION			
SURVEY DIVISION CITY OF DALLAS, TEXAS			
OPER. NAME	DESIGN FILE NAME	SCALE	DATE
S. Holt	N:\EIGN\SURVEY\HOLT\Wheatland\Wheatland Field Notes.dgn	As Noted	7-29-14
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
J. Chambers	S. Holt	Block 7605	311D-4147-9

12" I.R. Found
CONTROLLING
MONUMENT

**Field Notes Describing a 501 Square Foot (0.012 Acre)
Drainage Easement To Be Acquired in Block 7609
From King E. Rhodes**

PARCEL 3-ia:

Being a 501 Square Foot (0.012 Acre) tract of unplatted land situated in the Robert Simonton Survey, Abstract No. 1277, in the City of Dallas, Dallas County, Texas, lying in Block 7609 (official City of Dallas Block Numbers), and being a portion of the 22.0197 acre tract of land conveyed to King E. Rhodes by Contract of Sale and Purchase, recorded in Volume 2002187, Page 125 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch diameter Iron Rod with cap marked "CITY OF DALLAS" set at the Point of Tangency of a Curve on the Southeast Right-of-Way line of the approved relocation alignment of Wheatland Road (a planned 80-foot wide Right-of-Way):

THENCE North 58°43'17" East with the said approved Southeast line of Wheatland Road, over and across a portion of said King E. Rhodes property a distance of 36.72 feet to the most Southerly corner and **POINT OF BEGINNING** of the herein described tract of land (not monumented):

THENCE North 58°43'17" East, continuing with the said approved Southeast line of Wheatland Road, over and across a portion of said King E. Rhodes property a distance of 25.17 feet to the most Northerly corner of the herein described tract of land (not monumented):

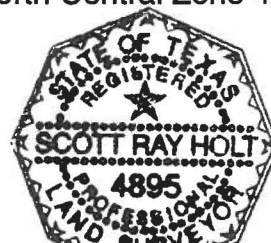
Thence South 30°44'14" East, departing the said approved Southeast line of Wheatland Road, continuing over and across a portion of said King E. Rhodes property a distance of 20.04 feet to the most Easterly corner of the herein described tract of land (not monumented):

THENCE South 59°15'46" West, continuing over and across a portion of said King E. Rhodes property a distance of 25.17 feet to the most Southerly corner of the herein described tract of land (not monumented):

THENCE North 30°44'14" West, continuing over and across a portion of said King E. Rhodes property a distance of 19.80 feet to the **POINT OF BEGINNING**, containing 501 Square Feet, or 0.012 Acres of land.

BASIS OF BEARINGS: Bearings are based on the State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202 (2011).

Scott Holt
12/28/2016



**Field Notes Describing a 3,192 Square Foot (0.073 Acre)
Drainage Easement To Be Acquired in Block 7609
From King E. Rhodes**

PARCEL 3-ib:

Being a 3,192 Square Foot (0.073 Acre) tract of unplatted land situated in the Robert Simonton Survey, Abstract No. 1277, in the City of Dallas, Dallas County, Texas, lying in Block 7609 (official City of Dallas Block Numbers), and being a portion of the 22.0197 acre tract of land conveyed to King E. Rhodes by Contract of Sale and Purchase, recorded in Volume 2002187, Page 125 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch diameter Iron Rod with cap marked "CITY OF DALLAS" set at the Point of Tangency of a Curve on the Northwest Right-of-Way line of the approved relocation alignment of Wheatland Road (a planned 80-foot wide Right-of-Way):

THENCE North 58°43'17" East with the said approved Northwest line of Wheatland Road, over and across a portion of said King E. Rhodes property a distance of 9.74 feet to the most Southerly corner and **POINT OF BEGINNING**, of the herein described tract of land (not monumented):

THENCE North 31°16'43" West, departing the last said approved Northwest line of Wheatland Road and continuing over and across a portion of said King E. Rhodes property a distance of 39.90 feet to the most Westerly corner of the herein described tract of land (not monumented):

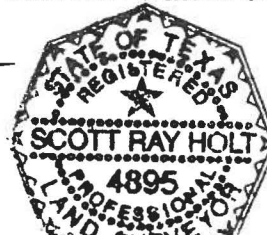
THENCE North 58°43'17" East, continuing over and across a portion of said King E. Rhodes property a distance of 80.00 feet to the most Northerly corner of the herein described tract of land (not monumented):

THENCE South 31°16'43" East, continuing over and across apportion of said King E. Rhodes property a distance of 39.90 feet to the intersection with the above said approved Northwest line of Wheatland Road, being also the most Easterly corner of the herein described tract of land (not monumented):

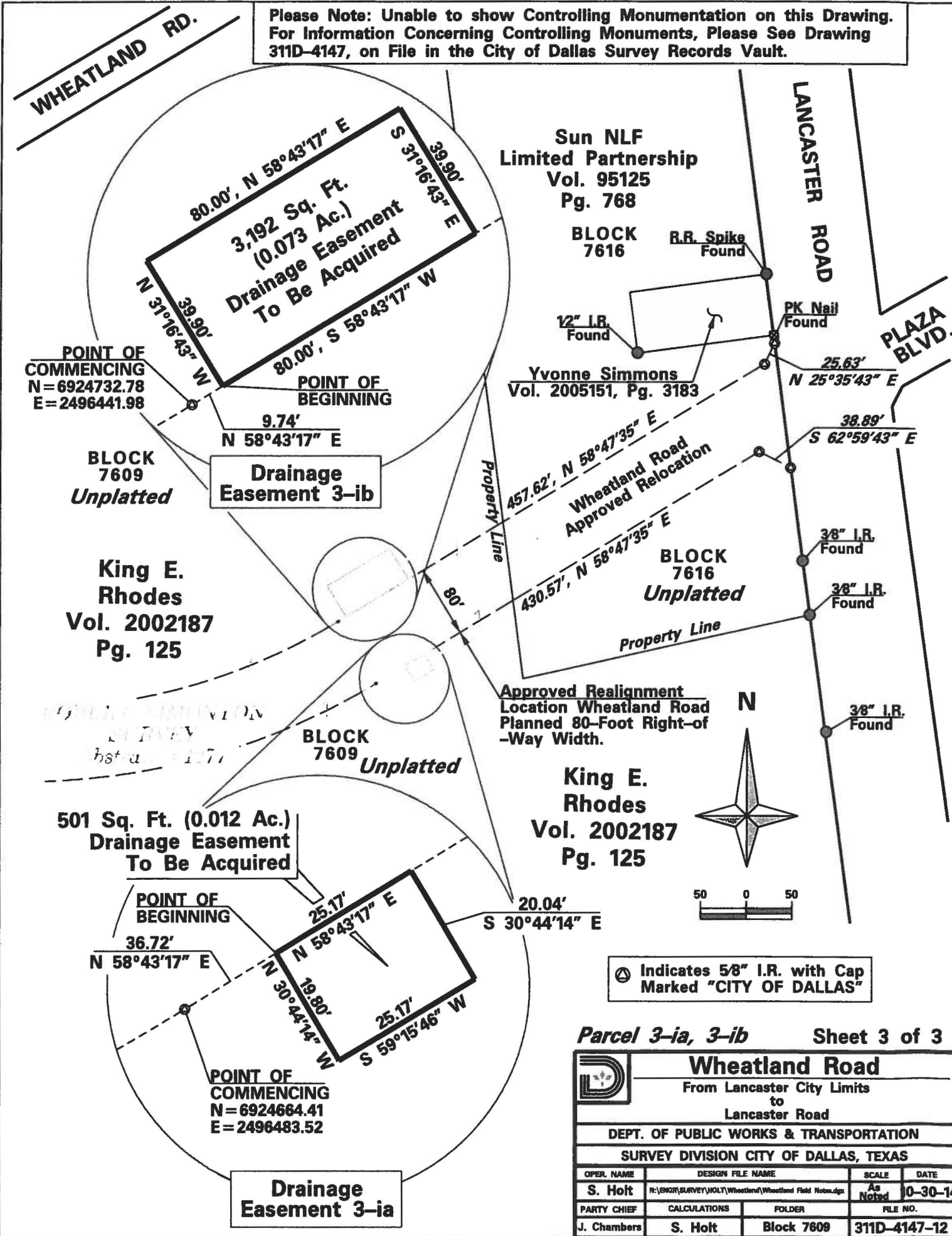
THENCE South 58°43'17" West, with the said approved Northwest line of Wheatland Road and continuing over and across a portion of said King E. Rhodes property a distance of 80.00 feet to the **POINT OF BEGINNING**, containing 3,192 Square Feet, or 0.073 Acres of land.

BASIS OF BEARINGS: Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

Scott Holt
12/28/2014




Please Note: Unable to show Controlling Monumentation on this Drawing.
 For Information Concerning Controlling Monuments, Please See Drawing
 311D-4147, on File in the City of Dallas Survey Records Vault.



⊙ Indicates 5/8" I.R. with Cap
 Marked "CITY OF DALLAS"

Parcel 3-ia, 3-ib Sheet 3 of 3

 Wheatland Road From Lancaster City Limits to Lancaster Road			
OPER. NAME	DESIGN FILE NAME	SCALE	DATE
S. Holt	N:\ENGR\SURVEY\HOLT\Wheatland\Wheatland Field Notes.dgn	As Noted	10-30-14
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
J. Chambers	S. Holt	Block 7609	311D-4147-12

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: January 11, 2017
COUNCIL DISTRICT(S): 14
DEPARTMENT: Mobility and Street Services
CMO: Jill A. Jordan, P.E., 670-5299
MAPSCO: 45L

SUBJECT

A public hearing to receive comments to amend the City of Dallas Central Business District Streets and Vehicular Circulation Plan to change the operational characteristic on Pearl Expressway between Pacific Avenue and Live Oak Street from a 5-lane roadway southbound within 85-146 feet of right-of-way to a 2-lane roadway northbound and a 2-lane roadway southbound within 85 feet of right-of-way; and, at the close of the hearing, authorize an ordinance implementing the change - Financing: No cost consideration to the City

BACKGROUND

The City of Dallas Mobility and Street Services Department, Engineering Services Division, (formerly the Public Works Department), has requested an amendment to the City of Dallas Central Business District (CBD) Streets and Vehicular Circulation Plan to change the operational characteristic on Pearl Expressway. The proposed change was initially analyzed and recommended in the Comprehensive Transportation Plan for the Central Business District. The plan, unanimously endorsed by the Dallas City Council in June 2005, made several recommendations regarding changes in traffic operations within the CBD including one-way to two-way street conversions.

The proposed segment of roadway is under construction and being realigned to match the segment of Pearl Expressway between Pacific Avenue and Marilla Street (south of the current proposal) approved by Dallas City Council on May 23, 2007. The City Council also adopted the Downtown Parks Master Plan Update in April 2013 designating Carpenter Park as one of the park priorities in Downtown. This project will facilitate the proposed design of planned Carpenter Park improvements and create a more walkable environment. The reconstruction of Pearl Street was funded with 2006 Bond funds.

BACKGROUND (Continued)

Staff recommends approval of the amendment to change the operational characteristic on Pearl Expressway between Pacific Avenue and Live Oak Street from a 5-lane roadway southbound within 85-146 feet of right-of-way to a 2-lane roadway northbound and a 2-lane roadway southbound within 85 feet of right-of-way.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The City Plan Commission Transportation Committee acted on this item on May 5, 2016 and followed staff recommendation.

The City Plan Commission acted on this item on May 19, 2016 and referred this case back to City Plan Commission Transportation Committee.

The City Plan Commission Transportation Committee acted on this item on October 20, 2016 and followed staff recommendation of approval.

~~Information about this item will be provided to the Transportation and Trinity River Project Committee on January 9, 2017.~~

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached

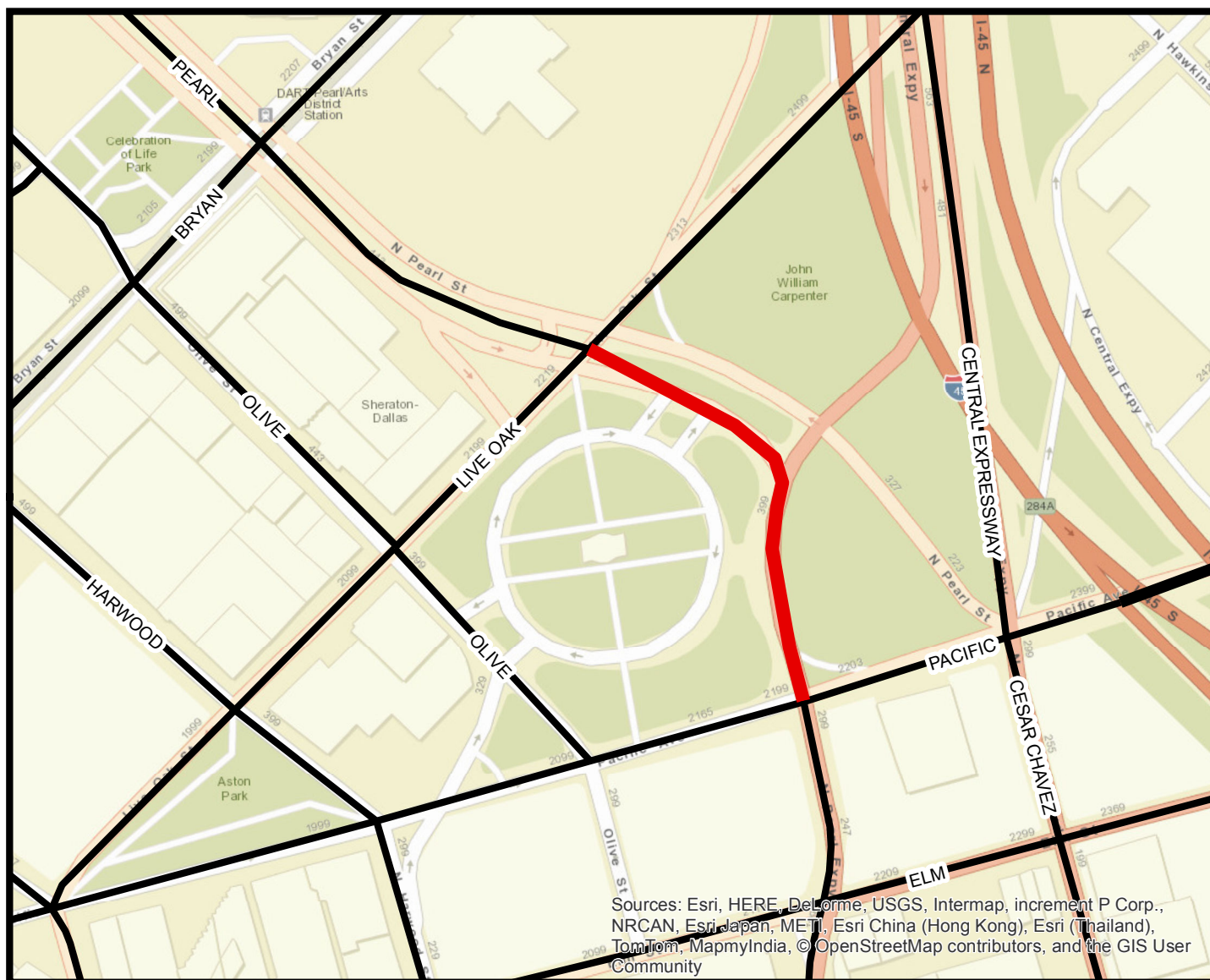
Pearl Expressway

Live Oak Street to Pacific Avenue

Council District: 14

MAPSCO: 45-L

Central Business District
Vehicle Circulation Plan
Amendment Map



KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: January 11, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Sustainable Development and Construction
Park & Recreation

CMO: Mark McDaniel, 670-3256
Willis Winters, 670-4071

MAPSCO: 45L

SUBJECT

An ordinance abandoning aerial rights over a portion of Wenchell Lane to First Baptist Church of Dallas, Texas, William E. Dalton, Jr., Margaret Shea Powell, David Dalton, Jennifer Davis Sanders, Elizabeth Powell Gallian, Lynn Dalton Lathrop, Jeffery Davis and Pamela Jane Dalton, the abutting owners, containing approximately 1,977 square feet of air space, located near the intersection of St. Paul Street and Wenchell Lane, and authorizing the quitclaim - Revenue: \$276,780, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of aerial rights over a portion of Wenchell Lane to First Baptist Church of Dallas, Texas, William E. Dalton, Jr., Margaret Shea Powell, David Dalton, Jennifer Davis Sanders, Elizabeth Powell Gallian, Lynn Dalton Lathrop, Jeffery Davis and Pamela Jane Dalton, the abutting owners.

The area will be included with the property of the abutting owners to construct cantilever supports for the development of a new parking garage. The new garage will allow for increased tenant parking which directly influences a headquarters relocation of the Jacobs Corporation to the City of Dallas.

The new garage will be designed to provide for a display window on the St. Paul Street building façade, north of the garage entrance, of a width of at least 3/4 of the length of the façade. The display area will host art or displays on a rotating basis. The southern building façade will be a Green Wall/Green Screen or Green Wall/Living Wall vertical vegetation system. Curb ramping will also occur so that it maximizes the width of a leveled sidewalk.

BACKGROUND (Continued)

The abandonment fee is based on an independent appraisal.

Notices were sent to 16 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

~~Information about this item will be provided to the Economic Development Committee on January 9, 2017.~~

Information about this item was provided to the Economic Development Committee on December 5, 2016.

FISCAL INFORMATION

Revenue: \$276,780, plus the \$20 ordinance publication fee

OWNERS

First Baptist Church of Dallas, Texas
Jerry Grissom, President

William E. Dalton, Jr.

David Dalton

Jennifer Davis Sanders

Elizabeth Powell Gallian

Lynn Dalton Lathrop

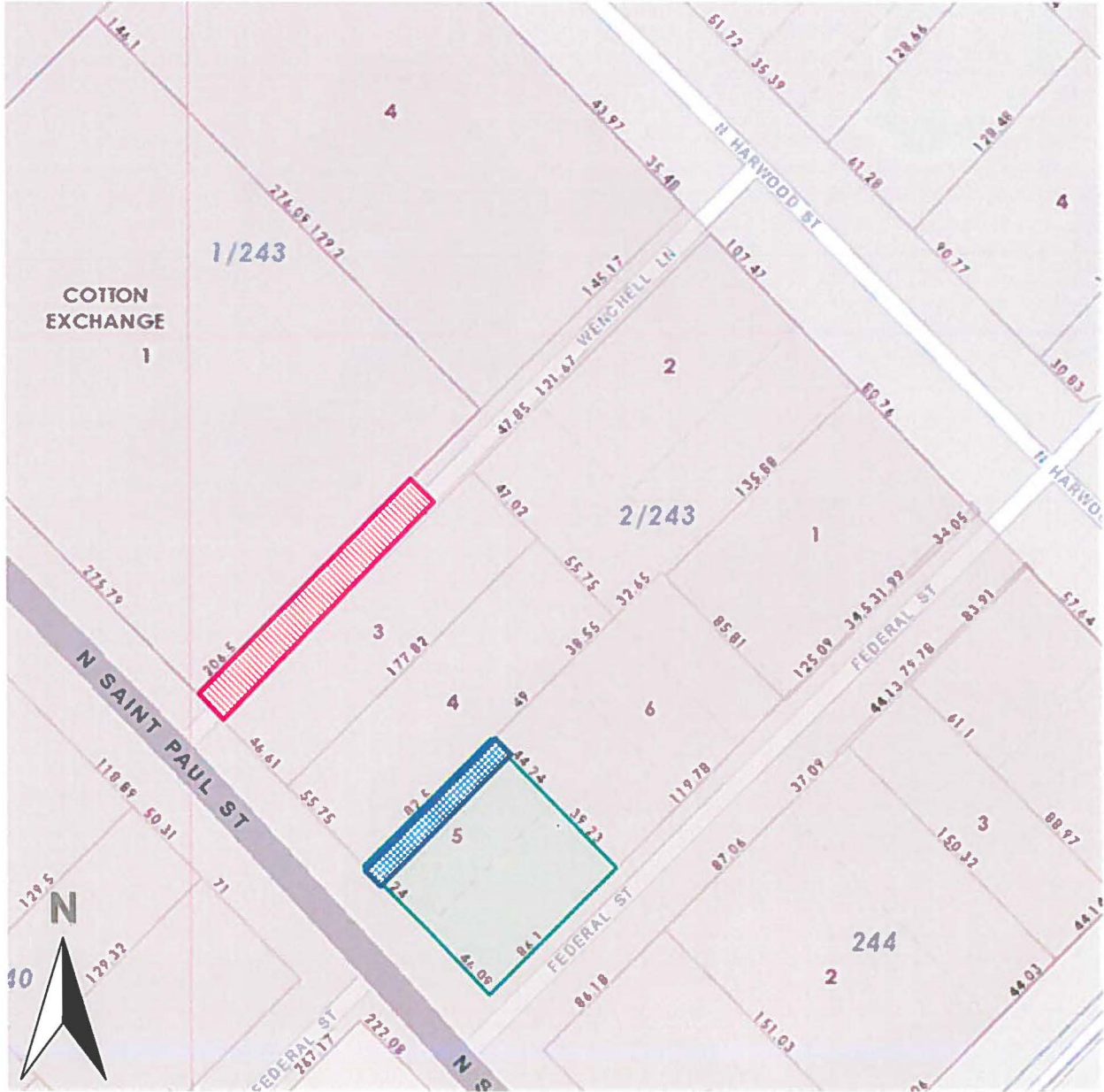
Jeffrey Davis

Margaret Shea Powell
W. E. Dalton, Jr., Power of Attorney

Pamela Jane Dalton
W. E. Dalton, Jr., Power of Attorney

MAP

Attached



Log: 43218

Applicant: First Baptist Church of Dallas, Texas and William E Dalton, Jr., Patricia Dalton Caolo, Margaret Shea Powell, Mary Francis Tart, and Pamela Jane Dalton

Mapsc0: 45L

Abandonment area: 

Open Space Easement: 

ORDINANCE NO. _____

An ordinance providing for the abandonment of aerial rights over a portion of Wenchell Lane located adjacent to City Blocks 1/243 and 2/243 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to First Baptist Church of Dallas, Texas, William E. Dalton, Jr., Margaret Shea Powell, David Dalton, Jennifer Davis Sanders, Elizabeth Powell Gallian, Lynn Dalton Lathrop, Jeffrey Davis, and Pamela Jane Dalton; subject to reverter, providing for the terms and conditions of the abandonment 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; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of First Baptist Church of Dallas, Texas, a Texas non-profit corporation, William E. Dalton, Jr., an individual, Margaret Shea Powell, an individual, David Dalton, an individual, Jennifer Davis Sanders, an individual, Elizabeth Powell Gallian, an individual, Lynn Dalton Lathrop, an individual, Jeffery Davis, an individual, and Pamela Jane Dalton, an individual, hereinafter referred to collectively as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter interest, the hereinafter described space, to **GRANTEE**, and is of the opinion that, subject to the terms and conditions and reverter herein provided, said portion of aerial rights, beginning at an elevation of 477.25 feet above mean sea level and extending to an elevation to 665.25 feet above mean sea level, is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

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

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

SECTION 1. That the aerial rights, beginning at an elevation of 477.25 feet above mean sea level and extending to an elevation to 665.25 feet above mean sea level over the tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the reverter and conditions, and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **TWO HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS (\$276,780.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9 and 10, the City of Dallas does by these presents **QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date, and exceptions hereinafter made and with the reverter interest herein stated, all its right, title and interest in and to the certain area of aerial rights, beginning at an elevation of 477.25 feet above mean sea level and extending to an elevation of 665.25 feet above mean sea level over the tract of land hereinabove described in Exhibit A. Provided however, that if the tract or parcel of land situated on and adjacent to the area to be abandoned is ever: (i) partially demolished, removed or damaged and is not promptly thereafter repaired or rebuilt; (ii) substantially or totally demolished, removed or damaged; or (iii) abandoned in whole or in part by **GRANTEE** and **GRANTEE'S** heirs, its successors and assigns, then this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2 and 10, **GRANTEE** accepts the terms, provisions, future effective date and conditions of this ordinance.

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

SECTION 5. That the abandonment 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** and **GRANTEE'S** heirs, successors and assigns.

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE** and **GRANTEE'S** heirs, 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** and **GRANTEE'S** heirs, 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** and **GRANTEE'S** heirs, 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** and **GRANTEE'S** heirs, successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- a) maintain a building entrance on St. Paul Street and provide for allowable use other than parking in accordance to definition of Article XIII of Dallas City Code.
- b) adhere to Dallas City Code minimum height requirements above and over Wenchell Lane that must allow for truck, City of Dallas fire and police services to pass through and must have low clearance signs. Clearance signs must be present if construction, installation or maintenance shall occur that is lower than 20 feet of the described area in Exhibit A.
- c) allow city to retain easement rights of existing 6 foot sewer main within the alley until evidence has been provided to Dallas Water Utilities Engineering department that the existing 6 foot sewer main has been killed.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall immediately upon the effectiveness of this ordinance and upon City Council approval of the Parks and Recreation Department resolution, substantially in the form attached hereto as Exhibit B, that authorizes the grant of an open space easement to **GRANTEE**, in the form as approved by the City Attorney, and in the location described in Exhibit C attached hereto and made a part hereof, pay the monetary consideration required in said Parks and Recreation Department resolution in the sum of **NINETY-NINE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$99,785.00)**.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, 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: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, subject to a reverter interest, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director

Passed _____.

AERIAL ABANDONMENT

EXHIBIT A

PART OF WENCHELL LANE
ADJACENT TO CITY BLOCKS 1/243 & 2/243
BETWEEN THE ELEVATIONS OF 477.25 FEET AND 665.25 FEET MEAN SEA LEVEL
OR BETWEEN 17.00 FEET AND 188.00 FEET ABOVE THE CROWN OF THE ROAD
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 1,977 square foot (0.045 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, in the City of Dallas, Dallas County, Texas, being adjacent to City Blocks 1/243 and 2/243, Official City of Dallas Block Numbers and being a portion of Wenchell Lane (formerly Walker Lane) (a variable width public right-of-way, no dedication found) between the elevations of 477.25 feet and 665.25 feet mean sea level or between 17.00 feet and 188.00 feet above the crown of the road, and being more particularly described by metes and bounds as follows:

Beginning at an "X" found in concrete for corner at the intersection of the Southeast right-of-way line of said Wenchell Lane and the Northeast right-of-way line of St. Paul Street (60 foot public right-of-way), created by Ordinance Book 1-A, Page 131, Volume 787, Page 502, Volume 793, Page 13 and Volume 791, Page 336, Deed Records of Dallas County, Texas, said point being the South corner of herein described tract;

Thence North 45 Degrees 00 Minutes 00 Seconds West, along said northeast right-of-way line of said St Paul Street, a distance of 11.50 feet to a "X" set for corner lying in the Northeast right-of-way line of said St. Paul Street same being the West corner of herein described tract;

Thence North 44 Degrees 40 Minutes 00 Seconds East, 2.5 feet southeast and parallel with the Southeast line of Lot 1, City Block 1/243 of Cotton Exchange Addition, an addition to the City of Dallas, Dallas County, Texas, created by the plat thereof recorded in Instrument No. 201300077120 of the Official Public Records of Dallas County, Texas, a distance of 174.75 feet to a "X" set for corner, said point being the North corner of herein described tract;

Thence South 45 Degrees 00 Minutes 00 Seconds East, a distance of 11.12 feet to a PK nail set in the Northwest line of a tract of land conveyed to Lynn Dalton Lathrop, by deed recorded in Instrument No. 201500257171 Official Public Records, Dallas County, Texas;

Thence South 44 Degrees 32 Minutes 34 Seconds West, along the Northwest line of said Dalton tract, a distance of 174.76 feet to the POINT OF BEGINNING and containing 1,977 square feet or 0.045 acres of land.



Gary E. Johnson, R.P.L.S.# 5299

REVIEWED BY: JD
DATE: 10/27/2016
SPRG No: 3799



TEXAS HERITAGE SURVEYING, INC.
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm No. 10169300

BEARINGS ARE BASED ON THE
NORTHWEST LINE OF WENCHELL LANE
PER PLAT OF COTTON EXCHANGE
ADDITION, LOT 1, CITY BLOCK 1/243
(N44°40'00"E)

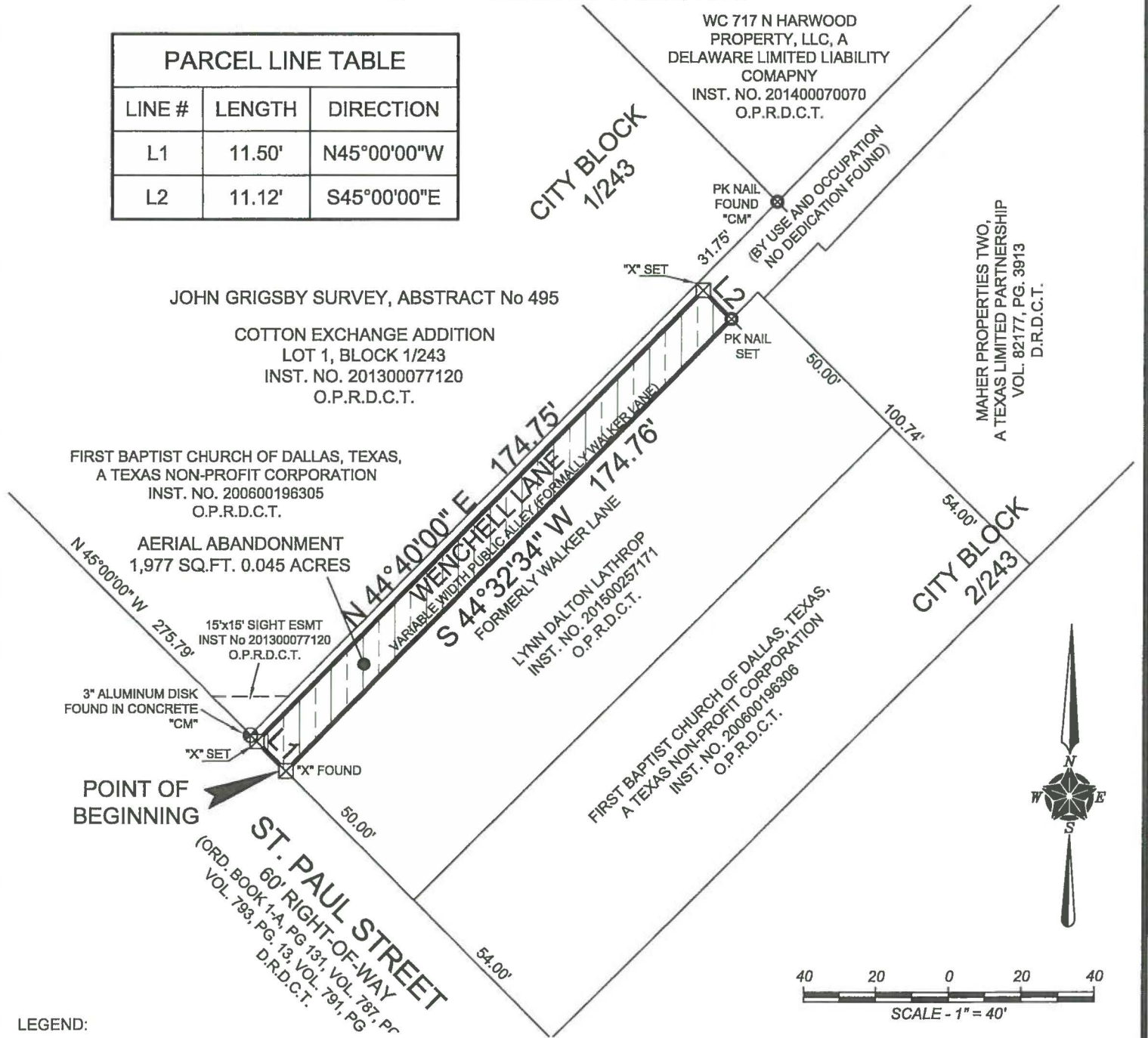
JOB #: 1300503-4
DATE: 07/05/2016
LAST REVISED: 10/24/2016
PAGE: 1 OF 2
SCALE: 1" = 40'
DRAWN BY: ER/JWR

AERIAL ABANDONMENT

PART OF WENCHELL LANE
 ADJACENT TO CITY BLOCKS 1/243 & 2/243
 BETWEEN THE ELEVATIONS OF 477.25 FEET AND 665.25 FEET MEAN SEA LEVEL
 OR BETWEEN 17.00 FEET AND 188.00 FEET ABOVE THE CROWN OF THE ROAD
 JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	11.50'	N45°00'00"W
L2	11.12'	S45°00'00"E



FIRST BAPTIST CHURCH OF DALLAS, TEXAS,
 A TEXAS NON-PROFIT CORPORATION
 INST. NO. 200600196305
 O.P.R.D.C.T.

AERIAL ABANDONMENT
 1,977 SQ.FT. 0.045 ACRES

15'x15' SIGHT ESMT
 INST No 201300077120
 O.P.R.D.C.T.

3" ALUMINUM DISK
 FOUND IN CONCRETE
 "CM"

POINT OF
 BEGINNING

ST. PAUL STREET
 60' RIGHT-OF-WAY
 (ORD. BOOK 1-A, PG 131, VOL. 787, PG
 VOL. 793, PG. 13, VOL. 791, PG
 D.R.D.C.T.)

LEGEND:

- CM CONTROLLING MONUMENT
- IRF IRON ROD FOUND
- "X" FND. X FOUND IN CONCRETE
- SQ.FT SQUARE FEET
- D.R.D.C.T DEED RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TEXAS
- IRS IRON ROD SET WITH YELLOW CAP STAMPED "TXHS"



TEXAS HERITAGE SURVEYING, INC.
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 Office 214-340-9700 Fax 214-340-9710
 txheritage.com
 Firm No. 10169300

BEARINGS ARE BASED ON THE
 NORTHWEST LINE OF WENCHELL LANE
 PER PLAT OF COTTON EXCHANGE
 ADDITION, LOT 1, CITY BLOCK 1/243
 (N44°40'00"E)

JOB #: 1300503-4
 DATE: 07/05/2016
 LAST REVISED: 10/24/2016
 PAGE: 2 OF 2
 SCALE: 1" = 40'
 DRAWN BY: ER/JWR

REVIEWED BY: JP
 DATE: 10/27/2016
 SPRG No: 3799

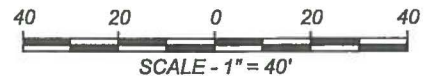


EXHIBIT B

COUNCIL CHAMBER

January 11, 2017

WHEREAS, the City of Dallas owns land in Dallas known as Federal Plaza located at 1900 Federal Street, which has been maintained as parkland since 1980; and

WHEREAS, adjacent landowners, the Dalton Family, First Baptist Church, et al. located at 502 North St. Paul Street, has requested the use of approximately 879 square feet of land as an Open Space Easement to satisfy City code requirements for the configuration and construction of a parking garage with natural ventilation adjacent to Federal Plaza, said easement area more fully described in Exhibit A, attached hereto and made a part hereof and the Park and Recreation Board of the City of Dallas is agreeable to providing the property for this use; and

WHEREAS, in consideration for the grant of the Open Space Easement, the Dalton Family, First Baptist Church, et al. will pay the fair market value of this easement (\$99,785.00), as determined by an independent appraisal; and

WHEREAS, a public hearing was held, as required by the Texas Parks and Wildlife Code (Chapter 26, Section 26.001 through 26.004), to determine that there is no feasible and prudent alternative to this use of this parkland and that all reasonable planning to minimize harm to Federal Plaza has been taken.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That as a result of the public hearing held today, it is hereby determined that there is no feasible and prudent alternative to the use of parkland for the purpose stated in this resolution and that all reasonable planning to minimize harm to the park has been taken.

SECTION 2. That, City of Dallas hereby approves and authorizes the grant of an Open Space Easement, by form instrument as approved by the City Attorney, to the Dalton Family, First Baptist Church, et al. to satisfy City code requirements for the configuration and construction of a parking garage with natural ventilation adjacent to Federal Plaza, said easement area more fully described in Exhibit A, attached hereto and made a part hereof.

EXHIBIT B

January 11, 2017

SECTION 3. That, upon receipt of NINETY-NINE THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS AND NO/100 (\$99,785.00) from the Dalton Family, First Baptist Church, et al, the City Manager or designee, upon approval as to form by the City Attorney is authorized to execute an Open Space Easement for the benefit of Dalton Family, First Baptist Church, et al. for the purposes authorized herein and to provide the following:

Within the Open Space Easement The City is permitted to:

1. Install typical improvements in a yard space such as pavement, plantings, benches, guardrails, etc. which do not exceed forty-two inches in height. Trees with a maximum canopy of six feet wide spaced five feet or more from the property line and a minimum of fifteen feet apart are permitted.

The Open Space Easement holder shall covenant to the City:

1. The Open Space Easement shall revert to the City if a structure is not constructed on the adjacent property or is removed thereafter;
2. To be responsible for all expenses to the City for the cleanup, repairs, and any and all damages or actions deleterious to the park resultant of its actions or negligence.

SECTION 4. That the Chief Financial Officer is hereby authorized to deposit funds paid by **GRANTEE** for the open space easement into Capital Gifts, Donation and Development Fund, Fund 0530; Department PKR; Unit 919A; Revenue Code 8428 in an amount not to exceed \$99,785.00.

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.

OPEN SPACE EASEMENT

CITY BLOCK 2/243
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT C

Being a 879 square foot (0.0202 acre) tract of land situated in the John Grigsby Survey, Abstract No. 495, in the City of Dallas, Dallas County, Texas, City Block 2/243, Official City of Dallas Block Numbers and being a part of that certain tract of land as described in a special warranty deed to the City of Dallas, and recorded in Volume 77171, Page 2952, Deed Records, Dallas County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a "X" found for corner, said corner being in the Northeast right of way line of N. St. Paul Street (60 foot right of way) and being the South corner of that tract of land conveyed to First Baptist Church of Dallas, Texas, a non-profit Corporation, by deed recorded in Instrument Number 200600196306, Official Public Records, Dallas County, Texas and the West corner of said City of Dallas tract;

THENCE North 44 degrees 36 minutes 35 seconds East, along the Southeast line of said First Baptist Church tract and along the Northwest line of said City of Dallas tract, a distance of 87.86 feet to a PK nail found for corner and being the West corner of that tract of land conveyed to St. Paul Holdings, LP, a Texas Limited Partnership, by deed recorded in Instrument Number 201200376535, Official Public Records, Dallas County, Texas;

THENCE South 45 degrees 20 minutes 17 seconds East, along the Southwest line of said St Paul Holdings tract, a distance of 10.00 feet to a 1/2" inch iron rod with yellow cap stamped "TXHS" set for corner;

THENCE South 44 degrees 36 minutes 35 seconds West, a distance of 87.92 feet to a "X" set for corner; said "X" being in the Northeast right of way line of said N. St. Paul Street;

THENCE North 45 degrees 00 minutes 00 seconds West, along said Northeast right of way line, a distance of 10.00 feet to the POINT OF BEGINNING and containing 879 square feet or 0.0202 acre of land.



REVIEWED BY: JD
DATE: 12/14/2016
SPRG NO. 3938



TEXAS HERITAGE SURVEYING, INC.
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm No. 10169300

BEARINGS ARE BASED ON THE
NORTHWEST LINE OF WENCHELL LANE
PER PLAT OF COTTON EXCHANGE
ADDITION, LOT 1, CITY BLOCK 1/243
AS RECORDED IN INSTRUMENT NO.
201300077120 O.P.R.D.C.T.
(N44°40'00"E)

JOB #: 1603982-01
DATE: 11/15/2016
PAGE: 1 OF 2
SCALE: 1" = 40'
DRAWN BY: BM

OPEN SPACE EASEMENT

CITY BLOCK 2/243
 JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT C



LOT 1, BLOCK 1/243
 COTTON EXCHANGE ADDITION
 INST. NO. 201300077120
 O.P.R.D.C.T.

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	87.86'	N44°36'35"E
L2	10.00'	S45°20'17"E
L3	87.92'	S44°36'35"W
L4	10.00'	N45°00'00"W



WENCHELL LANE
 (CALLED VARIABLE WIDTH PUBLIC ALLEY)
 (BASIS OF BEARINGS)
 S 44°40'00" W

N 44°32'34" E 185.13'

BLOCK 2/243

LYNN DALTON LATHROP
 INST. NO. 201500257171
 O.P.R.D.C.T.

FIRST BAPTIST CHURCH
 OF DALLAS, TEXAS, A
 NON-PROFIT
 CORPORATION
 INST. NO. 200600196306
 O.P.R.D.C.T.

TRACT II - PARCEL I
 ST PAUL HOLDINGS, LP,
 A TEXAS LIMITED
 PARTNERSHIP
 INST. NO. 201200376535
 O.P.R.D.C.T.

John Grigsby Survey
 Abstract No. 495

879 SQ. FT.
 0.0202 AC. L1

CITY OF DALLAS
 VOL. 733, PG. 13
 D.R.D.C.T. N. ST PAUL STREET
 80' PUBLIC RIGHT-OF-WAY
 (FORMERLY MASTEN STREET)
 CITY ORDINANCE
 BOOK 1-A, PG. 131

CITY OF DALLAS
 VOL. 788, PG. 817
 D.R.D.C.T.

CITY OF DALLAS
 VOL. 77171, PG. 2952
 D.R.D.C.T.

CITY OF DALLAS
 VOL. 77171, PG. 2852
 D.R.D.C.T.

FEDERAL STREET
 VARIABLE WIDTH RIGHT-OF-WAY

CITY OF DALLAS
 VOL. 183, PG. 619
 D.R.D.C.T.

POINT OF BEGINNING

LEGEND:

- AC ACRES
- CM CONTROLLING MONUMENT
- IRF IRON ROD FOUND
- "X" FND. X FOUND IN CONCRETE
- SQ.FT SQUARE FEET
- D.R.D.C.T DEED RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TEXAS
- IRS IRON ROD SET WITH YELLOW CAP STAMPED "TXHS"



REVIEWED BY: JD
 DATE: 12/14/2016
 SPRG NO. 3938



TEXAS HERITAGE SURVEYING, INC.
 10610 Metric Drive, Suite 124, Dallas, TX 75243
 Office 214-340-9700 Fax 214-340-9710
 txheritage.com
 Firm No. 10169300

BEARINGS ARE BASED ON THE
 NORTHWEST LINE OF WENCHELL LANE
 PER PLAT OF COTTON EXCHANGE
 ADDITION, LOT 1, CITY BLOCK 1/243
 AS RECORDED IN INSTRUMENT NO.
 201300077120 O.P.R.D.C.T.
 (N44°40'00"E)

JOB #: 1603982-01
 DATE: 11/15/2016
 PAGE: 2 OF 2
 SCALE: 1" - 40'
 DRAWN BY: BM