

**APRIL 13, 2016 CITY COUNCIL AGENDA
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated April 13, 2016. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



A.O. Gonzalez
City Manager



Date



Jeanne Chipperfield
Chief Financial Officer



Date

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CITY SECRETARY
DALLAS, TEXAS



COUNCIL AGENDA

April 13, 2016
Date

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

General Information

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

Sign interpreters are available upon request with a 48-hour advance notice by calling (214) 670-5208 V/TDD. The City of Dallas is committed to compliance with the Americans with Disabilities Act.

The Council agenda is available in alternative formats upon request.

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

Rules of Courtesy

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

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

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

Información General

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

Intérpretes para personas con impedimentos auditivos están disponibles si lo solicita con 48 horas de anticipación llamando al (214) 670-5208 (aparato auditivo V/TDD). La Ciudad de Dallas está comprometida a cumplir con el decreto que protege a las personas con impedimentos, *Americans with Disabilities Act*. **La agenda del Ayuntamiento está disponible en formatos alternos si lo solicita.**

Si tiene preguntas sobre esta agenda, o si desea hacer comentarios o presentar quejas con respecto a servicios de la Ciudad, llame al 311.

Reglas de Cortesía

Las asambleas del Ayuntamiento Municipal reúnen a ciudadanos de diversos intereses e ideologías. Para asegurar la imparcialidad y el orden durante las asambleas, el Ayuntamiento ha adoptado ciertas reglas de cortesía que aplican a todos los miembros del Ayuntamiento, al personal administrativo, personal de los medios de comunicación, a los ciudadanos, y a visitantes. Estos reglamentos establecen lo siguiente:

- Ninguna persona retrasará o interrumpirá los procedimientos, o se negará a obedecer las órdenes del oficial que preside la asamblea.
- Todas las personas deben abstenerse de entablar conversaciones, comer, beber y fumar dentro de la cámara del Ayuntamiento.
- Anuncios y pancartas deben permanecer fuera de la cámara del Ayuntamiento.
- No se permite usar teléfonos celulares o enlaces electrónicos (*paggers*) audibles en la cámara del Ayuntamiento durante audiencias del Ayuntamiento Municipal.

"Los ciudadanos y visitantes presentes durante las asambleas del Ayuntamiento Municipal deben obedecer las mismas reglas de comportamiento, decoro y buena conducta que se aplican a los miembros del Ayuntamiento Municipal. Cualquier persona que haga comentarios impertinentes, utilice vocabulario obsceno o difamatorio, o que al dirigirse al Ayuntamiento lo haga en forma escandalosa, o si causa disturbio durante la asamblea del Ayuntamiento Municipal, será expulsada de la cámara si el oficial que esté presidiendo la asamblea así lo ordena. Además, se le prohibirá continuar participando en la audiencia ante el Ayuntamiento Municipal. Si el oficial que preside la asamblea no toma acción, cualquier otro miembro del Ayuntamiento Municipal puede tomar medidas para hacer cumplir las reglas establecidas, y el voto afirmativo de la mayoría del Ayuntamiento Municipal precisará al oficial que esté presidiendo la sesión a tomar acción." Según la sección 3.3(c) de las reglas de procedimientos del Ayuntamiento.

SUPPLEMENTAL NOTICE

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

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

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

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

**AGENDA
CITY COUNCIL MEETING
WEDNESDAY, APRIL 13, 2016
ORDER OF BUSINESS**

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

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

OPEN MICROPHONE

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 53

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 54 - 62

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 63 - 78

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

AGENDA
CITY COUNCIL MEETING
APRIL 13, 2016
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.

Invocation and Pledge of Allegiance (Council Chambers)

Agenda Item/Open Microphone Speakers

VOTING AGENDA

1. Approval of Minutes of the March 23, 2016 City Council Meeting

CONSENT AGENDA

Aviation

2. Authorize a one-year professional services contract with JLM Consulting Group, Inc. for project management, construction consulting and facility maintenance services at Dallas Love Field - Not to exceed \$121,250 - Financing: Aviation Current Funds
3. Authorize a three-year service contract with Harris Miller Miller & Hanson Inc. for annual noise reports including day-night average sound level contours at Dallas Love Field - Not to exceed \$152,917 - Financing: Aviation Current Funds (subject to annual appropriations)
4. Authorize a First Amendment to the lease agreement and purchase option agreement with Scarborough Forest Park IV, LP for the land and improvements located at 6814 Harry Hines Boulevard to correct the incorrectly calculated purchase price breaks in the purchase option agreement - Financing: No cost consideration to the City

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

5. Authorize a three-year service contract for window glass replacement services citywide - Peruna Glass, Inc. dba Glass Doctor of North Texas, lowest responsible bidder of two - Not to exceed \$603,488 - Financing: Current Funds (\$472,631), Convention and Event Services Current Funds (\$88,970) and Water Utilities Current Funds (\$41,887) (subject to annual appropriations)
6. Authorize a three-year service contract for tire repair and recapping services - Wingfoot Commercial Tire, lowest responsible bidder of five - Not to exceed \$1,287,418 - Financing: Current Funds (\$1,010,152), Sanitation Current Funds (\$197,985), Stormwater Drainage Management Current Funds (\$58,169), Water Utilities Current Funds (\$19,128) and Aviation Current Funds (\$1,984) (subject to annual appropriations)
7. Authorize a three-year service contract, with one twelve-month renewal option, for electric motor repair services for Trinity Watershed Management - Evans Enterprises, Inc., lowest responsible bidder of two - Not to exceed \$1,867,476 - Financing: Stormwater Drainage Management Current Funds (subject to annual appropriations)
8. Authorize a five-year service contract for continuous software maintenance and support for Oracle database license products - Mythics, Inc., most advantageous proposer of two - Not to exceed \$4,143,500 - Financing: Current Funds (subject to annual appropriations)
9. Authorize an acquisition contract for the purchase of audio and visual equipment to repair the video wall system in the Fusion Center at Jack Evans Police Headquarters - Audio Fidelity Communications Corporation dba Whitlock, through the Department of Information Resources, State of Texas Cooperative Contract - Not to exceed \$99,819 - Financing: U. S. Department of Homeland Security Grant Funds
10. Authorize the purchase of portable litter screens for the McCommas Bluff Landfill - Metta Technologies, Inc., lowest responsible bidder of four - Not to exceed \$82,380 - Financing: Sanitation Current Funds
11. Authorize the purchase of one stationary electric refuse loader for the Bachman Transfer Station - FTR Equipment dba Forestry Supply Services, Inc., lowest responsible bidder of two - Not to exceed \$179,170 - Financing: Sanitation Current Funds
12. Authorize a three-year master agreement for cast iron fittings - Fortiline, Inc. in the amount of \$100,000 and Ferguson Enterprises in the amount of \$100,000, lowest responsible bidders of two - Total not to exceed \$200,000 - Financing: Water Utilities Current Funds

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

13. Authorize a three-year master agreement for paint and sundries to be used for maintaining various City facilities, equipment and City projects - PPG Architectural Finishes, Inc. in the amount of \$811,480, Ozark Materials, LLC in the amount of \$42,503 and Kelly Moore Paint Company, Inc. in the amount of \$42,473, lowest responsible bidders of four - Total not to exceed \$896,456 - Financing: Current Funds (\$694,264), Aviation Current Funds (\$87,257), Convention and Event Services Current Funds (\$75,747) and Stormwater Drainage Management Current Funds (\$39,188)

14. Authorize a three-year master agreement for hand and power tools - Sid Tool Co., Inc. dba MSC Industrial Supply Co. in the amount of \$2,720,901, Colonial Hardware Corporation in the amount of \$1,655,230, Simba Industries in the amount of \$1,440,288, Mavich, LLC in the amount of \$367,567, Nationwide Supplies, LP in the amount of \$270,431, Longhorn, Inc. in the amount of \$121,400, Hilti, Inc. in the amount of \$60,715, Fort Worth Bolt & Tool Company, LLP in the amount of \$52,960, Evco Partners LP dba Burgoon Company in the amount of \$32,500, Joe Jeter Sales in the amount of \$20,000 and Fastenal Company in the amount of \$14,500, lowest responsible bidders of thirteen - Total not to exceed \$6,756,492 - Financing: Current Funds (\$4,079,697), Water Utilities Current Funds (\$2,201,545), Aviation Current Funds (\$231,150), Stormwater Drainage Management Current Funds (\$131,300) and Convention and Event Services Current Funds (\$112,800)

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

15. Authorize **(1)** supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with Park Cities Ford Lincoln in the amount of \$1,125,289, from \$4,501,157 to \$5,626,446, Holt Texas, Ltd. in the amount of \$1,068,056, from \$4,272,225 to \$5,340,281, Kirby-Smith Machinery, Inc. in the amount of \$803,355, from \$3,213,421 to \$4,016,776, AutoNation Chevrolet Galleria in the amount of \$516,787, from \$2,067,150 to \$2,583,937, Southwest International Trucks, Inc. in the amount of \$507,035, from \$2,028,140 to \$2,535,175, Bobcat of Dallas in the amount of \$335,038, from \$1,340,155 to \$1,675,193, Rush Medium Duty Truck Center, Dallas in the amount of \$332,351, from \$1,329,405 to \$1,661,756, Romco Equipment Co., LLC in the amount of \$331,065, from \$1,324,263 to \$1,655,328, Freedom Dodge dba Duncanville Automotive in the amount of \$288,331, from \$1,153,325 to \$1,441,656, Rush Truck Center, Dallas Light and Medium Duty in the amount of \$278,940, from \$1,115,760 to \$1,394,700, Four Brothers Outdoor Power, Inc. in the amount of \$243,665, from \$974,660 to \$1,218,325, Sonic-Lute Riley, LP dba Lute Riley Honda in the amount of \$218,912, from \$875,650 to \$1,094,562, RDO Equipment Company in the amount of \$190,100, from \$760,400 to \$950,500, CLS Sewer Equipment Co., Inc. in the amount of \$146,900, from \$587,600 to \$734,500, EV Autos in the amount of \$134,687, from \$538,750 to \$673,437, Metro Fire Apparatus Specialists, Inc. in the amount of \$136,450, from \$545,800 to \$682,250, Kinloch Equipment and Supply, Inc. in the amount of \$114,712, from \$458,850 to \$573,562, Stewart & Stevenson, LLC in the amount of \$111,748, from \$446,994 to \$558,742, Larry M. Green dba Lone Star Trim in the amount of \$94,987, from \$379,950 to \$474,937, Industrial Disposal Supply Co., Ltd. in the amount of \$85,662, from \$342,650 to \$428,312, REV Ambulance Group Orlando, Inc. formerly known as Wheeled Coach Industries, Inc. in the amount of \$42,150, from \$168,600 to \$210,750, Texas Underground dba Underground, Inc. in the amount of \$40,412, from \$161,650 to \$202,062, Waterblasting Technologies, Inc. in the amount of \$22,500, from \$90,000 to \$112,500, H.D. Industries, Inc. in the amount of \$16,650, from \$66,600 to \$83,250, Witch Equipment Co., Inc. in the amount of \$15,146, from \$60,586 to \$75,732, Quality Fire Truck Parts, LLC in the amount of \$7,875, from \$31,500 to \$39,375, Landmark Equipment, Inc. in the amount of \$7,856, from \$31,425 to \$39,281, Dickson Equipment Co., Inc. in the amount of \$2,837, from \$11,350 to \$14,187 and Longhorn Harley-Davidson in the amount of \$2,080, from \$8,320 to \$10,400, lowest responsible bidders of thirty-five; **(2)** supplemental agreement no. 2 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with BTE Body Co., Inc. in the amount of \$332,300, from \$1,329,200 to \$1,661,500; and **(3)** supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts with MHC Kenworth in the amount of \$53,625, from \$214,500 to \$268,125 through the Texas Association of School Boards (BuyBoard), and to extend the service contracts term from July 7, 2016 to January 7, 2017 - Total not to exceed \$7,607,501, from \$30,430,036 to \$38,037,537 - Financing: Current Funds (\$5,826,716), Sanitation Current Funds (\$1,278,110), Water Utilities Current Funds (\$444,397), Aviation Current Funds (\$34,404) and Stormwater Drainage Management Current Funds (\$23,874) (subject to annual appropriations)

CONSENT AGENDA (Continued)**City Attorney's Office**

16. Authorize settlement of the lawsuit styled Andrea Crosby v. City of Dallas, Cause No. CC-15-02372-C - Not to exceed \$32,500 - Financing: Current Funds

Civil Service

17. Authorize **(1)** the reappointment of three Administrative Law Judges (ALJ), Douglas J. Lapidus, LaKisha Thigpen and James Urmin, Sr.; **(2)** the appointment of Doreen McGookey and Ifeyinwa J. Seales, as Administrative Law Judges for the period January 1, 2016 through December 31, 2017, to hear employee appeals of terminations and demotions; and **(3)** contracts with each ALJ in the amount of \$ 4,000 each - Total not to exceed \$20,000 (\$10,000 to be reimbursed by the appealing employees) - Financing: Current Funds (subject to appropriations)

Economic Development

18. Authorize **(1)** a management agreement with DPL Loan Holdings, LLC for the management, operation, maintenance and retail activation of Browder Street Plaza for an initial term of ten years, with one ten year renewal option; and **(2)** receipt and deposit of an estimated revenue amount of \$11,500 annually from DPL Loan Holdings, LLC in the Downtown Connection TIF District Fund for Browder Street Plaza operation - Financing: Estimated Revenue: \$115,000 (over the first ten years of the agreement)

Equipment & Building Services

19. Authorize an architectural/engineering services contract to perform a facilities condition assessment at various City of Dallas facilities throughout the City with AECOM Technical Services, Inc. - Not to exceed \$1,942,862 - Financing: General Obligation Commercial Paper Funds
20. Authorize a construction services contract to re-roof eight City of Dallas facilities with Restoration Specialist, dba RS Commercial Construction - Not to exceed \$433,616 - Financing: Capital Construction Funds
21. Authorize Supplemental Agreement No. 2 to increase the construction contract for additional upgrades to the security system at other various City facilities and extend the term of the contract from April 13, 2016 to October 31, 2016 - Schneider Electric Buildings Americas, Inc. - Not to exceed \$203,700 from \$853,956 to \$ 1,057,656 - Financing: Current Funds

Fire

22. Authorize **(1)** acceptance of Tactical Tender apparatus purchased by Texas A&M Forest Services under the Texas Intrastate Fire Mutual Aid System Grant Assistance Program; and **(2)** execution of the grant agreement, subject to the Supplemental Terms and Responsibilities Agreement under the TIFMAS Grant Assistant Program - Financing: Texas A&M TIFMAS Grant Funds

CONSENT AGENDA (Continued)**Housing/Community Services**

23. Authorize an amendment to Resolution No. 14-1488, previously approved on September 10, 2014, to extend the loan agreement with Builders of Hope CDC in the amount of \$265,000 from November 30, 2014 to December 31, 2016 for one phase of the Prairie Creek project - Financing: No cost consideration to the City
24. Authorize an amendment to Resolution No. 15-1380, previously approved on August 12, 2015, for the loan agreement in the amount of \$85,000 with 2000 Roses Foundation, Inc. to **(1)** change from a loan to a conditional grant agreement; **(2)** to allow rental and sale of the unit; and **(3)** extend the completion date from March 31, 2016 to September 31, 2016 for construction of one single family unit located at 220 North Cliff Street - Financing: No cost consideration to the City
25. Authorize an amendment to Resolution No. 16-0280, previously approved on February 10, 2016, which authorized a contract between the City and CitySquare to increase the contract amount to provide supportive services for up to 40 homeless individuals for the period January 1, 2016 to August 31, 2016 - Not to exceed \$50,000, from \$770,362 to \$820,362 - Financing: Texas Department of State Health Services Grant Funds
26. Authorize Supplemental Agreement No. 1 to the Interlocal Agreement with Dallas County Health and Human Services for 2015-16 to **(1)** revise the Statement of Services and budget to reallocate funds in the amount of \$29,902 from Emergency/Tenant Based Rental Assistance - Housing Services to Emergency/Tenant Based Rental Assistance, with no net change in the contract amount; and **(2)** revise the Housing Opportunities for Persons with Aids Contract Provisions to include changes to applicable federal regulations for Financial Assistance - Financing: No cost consideration to the City
27. Authorize Supplemental Agreement No. 1 to the contract with Legacy Counseling Center, Inc. for Housing Opportunities for Persons With AIDS (HOPWA) master leasing program to **(1)** revise the Statement of Services and budget to increase the contract amount from \$338,810 to \$376,810; and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations - Not to exceed \$38,000 - Financing: 2015-16 Housing Opportunities for Persons with AIDS Grant Funds
28. Authorize Supplemental Agreement No. 1 to the contract with Legacy Counseling Center, Inc. for Housing Opportunities for Persons With AIDS (HOPWA) facility-based housing assistance to **(1)** revise the Statement of Services and budget to reallocate funds in the amount of \$20,000 from the budget category Supportive Services to Housing Facility Operations, with no net change in the contract amount; and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations - Financing: No cost consideration to the City

CONSENT AGENDA (Continued)

Housing/Community Services (Continued)

- 29. Authorize Supplemental Agreement No. 1 to the contract with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas for Housing Opportunities for Persons With Aids (HOPWA) facility based housing assistance to **(1)** revise the Statement of Services and budget to increase the contract amount from \$1,177,620 to \$1,201,620; and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations - Not to exceed \$24,000 - Financing: 2015-16 Housing Opportunities for Persons with AIDS Grant Funds

Park & Recreation

- 30. Authorize an amendment to the one-hundred-twenty-six-month concession contract with Ira McGraw, dba IAMJ Enterprises, Inc., to define roles, responsibilities and compensation as a result of the closure of the Cedar Crest Golf Course and Banquet Facility located at 1800 Southerland Avenue - Not to exceed \$239,925 - Financing: Golf Improvement Funds

Police

- 31. Authorize an Interlocal Agreement with the Comal County District Attorney, Balcones Heights Police Department, Boerne Police Department, Kendall County Sheriff's Office, San Antonio Police Department, Comal County Sheriff's Office, Gonzales Police Department, Inspector General, Guadalupe County Sheriff's Office, New Braunfels Police Department and the Comal County Gang Offender Narcotics Enforcement Unit and the Dallas Police Department to share the proceeds received by the Comal County District Attorney for asset seizures and forfeitures under Chapter 59 of the Texas Code of Criminal Procedure for the period beginning upon completion of signatures to the interlocal agreement, and will terminate upon final distribution of all proceeds and property forfeited pursuant to the investigation - Financing: No cost consideration to the City

Public Works Department

Note: Item Nos. 32 and 33 must be considered collectively.

2016 Street Resurfacing and Street Improvements

- 32. * Authorize a construction contract with Pavecon Public Works, LP, lowest responsible bidder of two, in the amount of \$21,008,182 for the construction of pavement surface improvements for the 2016 Street Resurfacing and Street Improvements Project (list attached) - Not to exceed \$21,008,182 - Financing: General Obligation Commercial Paper Funds (\$19,831,301), 2012 Bond Funds (\$918,493) and Water Utilities Capital Construction Funds (\$258,388)

CONSENT AGENDA (Continued)

Public Works Department (Continued)

2016 Street Resurfacing and Street Improvements

Note: Item Nos. 32 and 33 must be considered collectively.

- 33. * Authorize a professional services contract with T. Smith Inspection and Testing, LLC to provide construction material testing services during the construction of the 2016 Street Resurfacing and Street Improvements Project - Not to exceed \$585,410 - Financing: General Obligation Commercial Paper Funds (\$384,035), and 2012 Bond Funds (\$201,375)
- 34. Authorize a construction contract with 3i Construction, LLC, most advantageous proposer of six competitive sealed proposers, for the construction and installation of additional parking, access drive, and site lighting at the South Central Police Substation, located at 1999 East Camp Wisdom Road - Not to exceed \$690,193 - Financing: 2006 Bond Funds

Sanitation Services

- 35. Authorize ordinances granting four franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: \$11,200

Street Services

TxDOT Railroad Queue Cutter at Singleton Boulevard and North Westmoreland Road

Note: Item Nos. 36 and 37 must be considered collectively.

- 36. * Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a Federal Railway-Highway Crossing Program grant to design and install one queue cutter traffic signal at Singleton Boulevard and North Westmoreland Road; **(2)** the receipt and deposit of funds in the amount of \$113,195 from the Texas Department of Transportation; **(3)** the establishment of appropriations in the amount of \$113,195 in the Texas Department of Transportation Grant Fund; and **(4)** a required local match in the amount of \$1,191 - Total not to exceed \$114,386 - Financing: Texas Department of Transportation Grant Funds (\$113,195) and Current Funds (\$1,191) (subject to annual allocation)
- 37. * Authorize a professional services contract with Kimley-Horn and Associates, Inc., most advantageous proposer of thirteen, to provide traffic signal design services for one railroad queue cutter crossing arm at the intersection of Singleton Boulevard and North Westmoreland Road - Not to exceed \$11,000 - Financing: Texas Department of Transportation Grant Funds

CONSENT AGENDA (Continued)**Street Services (Continued)**

38. Authorize a professional services contract with Lee Engineering, LLC, most advantageous proposer of sixteen, to provide specialized services for conducting traffic studies, for the preparation specifically of 140 traffic signal warrant studies, 195 left-turn signal studies, 30 multi-way stop warrant studies, 35 pedestrian crossing analysis studies and 4 special studies - Not to exceed \$1,156,550 - Financing: Current Funds (subject to annual appropriations)
39. Authorize a one-year construction services agreement with Viking Construction, Inc., lowest responsive bidder of three, to provide micro-surfacing and slurry seal application services - Not to exceed \$4,126,763 - Financing: Current Funds (subject to appropriations)

Sustainable Development and Construction

40. Authorize moving expense and replacement housing payments for Francisco Torres and Dora Fernandez in the Cadillac Heights neighborhood as a result of an official written offer of just compensation to purchase real property at 1019 Pontiac Avenue for the Cadillac Heights Phase II Project - Not to exceed \$67,550 - Financing: 2006 Bond Funds
41. An ordinance abandoning a portion of Montwood Lane and a garbage collection and utility easement to The Episcopal School of Dallas, Inc., and WBL Family Investments, Inc., the abutting owners, containing a total of approximately 75,438 square feet of land, located near the intersection of Merrell and Midway Roads, authorizing the quitclaim and providing for the dedication of approximately 36,970 square feet of land needed for right-of-way - Revenue: \$840,024, plus the \$20 ordinance publication fee
42. An ordinance abandoning two street easements to Dallas Independent School District, the abutting owner, containing a total of approximately 770 square feet of land, located near the intersection of Brockbank Drive and Bynum Street, and authorizing the quitclaim - Revenue: \$7,700, plus the \$20 ordinance publication fee
43. An ordinance abandoning a portion of a utility easement to CND-Southside, LLC, the abutting owner, containing approximately 3,605 square feet of land, located near the intersection of Lamar and Powhattan Streets, and authorizing the quitclaim - Revenue: \$5,400, plus the \$20 ordinance publication fee
44. An ordinance abandoning a portion of a utility easement to Intercity Investment Properties, Inc., the abutting owner, containing approximately 13,467 square feet of land, located near the intersection of Edgemere Road and Bandera Avenue - Revenue: \$5,400, plus the \$20 ordinance publication fee

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

45. An ordinance granting a CR Community Retail District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of East Illinois Avenue and Seevers Avenue - Z145-347 - Financing: No cost consideration to the City

Trinity Watershed Management

46. Authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$2,764,000 - Financing: 2006 Bond Funds
47. Authorize a professional services contract with Black & Veatch Corporation for construction management services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$17,350,000 - Financing: 2006 Bond Funds
48. Authorize a contract with RKM Utility Services, Inc., lowest responsive bidder of three, for the construction of stormwater drainage improvements, partial street reconstruction and channel improvements for the Bahama Drive Relief System - Not to exceed \$1,783,440 - Financing: 2006 Bond Funds (\$1,318,489) and 2012 Bond Funds (\$464,951)
49. Authorize Supplemental Agreement No. 5 to the contract with Halff Associates, Inc. for design and analysis of drainage relief for Mill Creek, Peaks Branch, and State-Thomas areas, for additional scope of work for engineering design services required during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$6,126,500, from \$15,993,488 to \$22,119,988 - Financing: 2006 Bond Funds (\$6,105,000) and Water Utilities Capital Improvement Funds (\$21,500)
50. Ratify emergency erosion repair services to the Upper East Sump - Moir Watershed Services, L.L.C. - Not to exceed \$106,100 - Financing: Stormwater Drainage Management Current Funds

Water Utilities

51. Authorize a professional services contract with Halff Associates, Inc. to provide architectural and engineering services for the design of improvements at 12000 Greenville Avenue for Dallas Water Utilities and at 2255 Irving Boulevard for Trinity Watershed Management Department - Not to exceed \$2,221,743 - Financing: Stormwater Drainage Management Capital Construction Funds (\$1,031,738) and Water Capital Improvement Funds (\$1,190,005)

CONSENT AGENDA (Continued)**Water Utilities**

52. Authorize an increase in the contract with Archer Western Construction, LLC for additional construction services associated with solids handling improvements at the Central Wastewater Treatment Plant and the Southside Wastewater Treatment Plant - Not to exceed \$203,000, from \$6,359,750 to \$6,562,750 - Financing: Water Utilities Capital Improvement Funds
53. Authorize Supplemental Agreement No. 1 to the engineering services contract with Conley Group, Inc. for additional architectural and engineering services for a condition assessment of the Priority 3 and 4 roof and heating, ventilation, and air conditioning systems at 35 Dallas Water Utilities locations (list attached) - Not to exceed \$538,125, from \$1,897,800 to \$2,435,925 - Financing: Water Utilities Capital Construction Funds

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

54. Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)

Business Development & Procurement Services

55. Authorize **(1)** a three-year master agreement for the purchase of emergency and non-emergency light equipment parts for city fleet vehicles - Goheen Enterprises, Inc. dba Professional Safety Systems in the amount of \$170,225 or \$207,525 (tie bid - group 1, line 1), Big Country Supply in the amount of \$12,800 or \$50,100 (tie bid - group 1, line 1), Defender Supply in the amount of \$2,392,180; and **(2)** a three-year service contract for the installation of emergency and non-emergency light equipment parts and installation for city fleet vehicles - Goheen Enterprises, Inc. dba Professional Safety Systems in the amount of \$283,000, lowest responsible bidders of seven - Total not to exceed \$2,895,505 - Financing: Current Funds (\$2,797,200), Water Utilities Current Funds (\$63,500), Aviation Current Funds (\$14,000) and Stormwater Drainage Management Current Funds (\$20,805) (subject to annual appropriations)

City Attorney's Office

56. Authorize Supplemental Agreement No. 1 to the professional services contract with Pierce & O'Neill, LLP for additional legal services in the lawsuit styled City of Dallas v. Cary "Mac" Abney, et al., v. Sabine River Authority of Texas, No. D-150045-C - Not to exceed \$100,000, from \$50,000 to \$150,000 - Financing: Current Funds

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)**City Attorney's Office**

57. Authorize Supplemental Agreement No. 1 to the professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D - Not to exceed \$125,000, from \$50,000 to \$175,000 - Financing: Current Funds

Trinity Watershed Management

58. Authorize a contract for construction of storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Southland Mole JV, lowest responsive and responsible bidder of five - Not to exceed \$209,894,515 - Financing: General Obligation Commercial Paper Funds (\$209,179,636), Water Utilities Capital Construction Funds (\$25,600) and Water Utilities Capital Improvement Funds (\$689,279)

ITEMS FOR FURTHER CONSIDERATION

Trinity Watershed Management

59. Authorize acquisition, ~~including the exercise of the right of eminent domain, if such becomes necessary~~, from Floyd E. Garner, of an improved tract of land containing approximately 35,920 square feet located on Barber Avenue near its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project - Not to exceed \$34,000 (\$31,000 plus closing costs and title expenses not to exceed \$3,000) - Financing: 2006 Bond Funds
60. Authorize acquisition, ~~including the exercise of the right of eminent domain, if such becomes necessary~~, from Gaythell Smith, of an improved tract of land containing approximately 9,326 square feet located on Barber Avenue near its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project - Not to exceed \$24,676 (\$22,000 plus closing costs and title expenses not to exceed \$2,676) - Financing: 2006 Bond Funds
61. Authorize acquisition, ~~including the exercise of the right of eminent domain, if such becomes necessary~~, from Lawrence E. Baker, Jr., Michael Lynn Baker and Freddie M. Baker, of an improved tract of land containing approximately 36,626 square feet located on Barber Avenue near its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project - Not to exceed \$25,538 (\$22,538 plus closing costs and title expenses not to exceed \$3,000) - Financing: 2006 Bond Funds

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

DESIGNATED PUBLIC SUBSIDY MATTERS

Economic Development

62. Authorize **(1)** an amendment to the development agreement with 42 Deep Ellum, LP, for the Deep Ellum Crossroads redevelopment project previously approved on September 10, 2014 by Resolution No. 14-1631 in Tax Increment Financing District Reinvestment Zone Number Twelve (Deep Ellum TIF District) to **(a)** split project into phases and allow TIF reimbursement for each phase upon completion and satisfaction of TIF contingencies for that phase; **(b)** define Project phases as follows: Phase A \$1,379,700 in private investment and \$500,000 in TIF reimbursement to renovate and lease 2702 Main; Phase B at \$5,500,000 in private investment and \$1,125,000 in TIF reimbursement to renovate and lease 2625, 2626, 2646, 2650, and 2701 Main; Phase C \$12,047,680 in private investment and \$1,875,000 in TIF reimbursement to renovate and lease at 2635, 2642, 2639, 2647, 2649, 2653, 2656, 2708 Main, 2646 Elm, and 2653 Commerce, and Parking lots at 2607, 2619, 2621, 2623, 2626, and 2642 Main, 2703, 2705, and 2711 Commerce; **(c)** increase maximum Economic Development TIF grant funding by \$25,000 from \$775,000 to \$800,000 and decrease public improvements TIF funding by \$25,000 from \$2,725,000 to \$2,700,000; **(d)** clarify that project is only eligible for 10% allocation from general increment upon completion of all phases and satisfaction of all TIF contingencies; **(e)** assign ownership from 42 Deep Ellum, LP (“Assignor”), a limited partnership which intends to assign all right, title, and interest in and to the property owner to 42 GP Deep Ellum, LLC, a limited liability company and general partner of 42 Deep Ellum, LP, a limited partnership (“Assignee”), through Assignment and Assumption of TIF Agreements, executed by the final executed Development Agreement for Deep Ellum Crossroads; and **(2)** a resolution declaring the intent of Tax Increment Financing District Reinvestment Zone Number Twelve (Deep Ellum TIF District) to reimburse 42 GP Deep Ellum, LLC, up to \$3,500,000, for TIF-eligible project costs pursuant to the development agreement with 42 GP Deep Ellum, LLC - Financing: No cost consideration to the City

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

63. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for A(A) Agricultural District, IR Industrial/Research District, general merchandise and food store, and utility and public service uses on property zoned an A(A) Agricultural District, south of East Belt Line Road and west of South Northlake Road
Recommendation of Staff and CPC: Approval, subject to a conceptual plan, development plan and conditions
Z145-366(SM)

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

64. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1863 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the north side of Scyene Road, west of North Jim Miller Road
Recommendation of Staff: Approval for a three-year period, subject to a revised site plan and conditions
Recommendation of CPC: Approval for a two-year period, subject to a revised site plan and conditions
Z156-103(OTH)
65. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private school on property zoned a CR Community Retail District with a D Liquor Control Overlay on the west corner of East Grand Avenue and Shadyside Lane
Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan, traffic management plan, and conditions
Z156-118(SM)
66. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for an adult day care facility and an ordinance repealing Specific Use Permit No. 1669 for a foster home on property zoned an R-7.5(A) Single Family District on the east side of Manitoba Avenue, north of Red Wing Drive
Recommendation of Staff and CPC: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Z156-123(LHS)
67. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for an alcoholic beverage manufacturing use and a new subdistrict on property zoned Subdistrict 2, Mixed Use Corridor, within Planned Development District No. 317, the Cedars Area Special Purpose District on the east corner of Browder Street and Blakeney Street
Recommendation of Staff and CPC: Approval of a new subdistrict subject to conditions; and approval of a Specific Use Permit for an alcoholic beverage manufacturing use for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site/landscape plan and conditions
Z156-127(SM)

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

68. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2059 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the northwest corner of Bruton Road and North Prairie Creek Road
Recommendation of Staff and CPC: Approval for a two-year period, subject to conditions
Z156-136(OTH)
69. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a mini-warehouse use on property zoned a CR Community Retail District with a D Liquor Control Overlay on the south side of Lake June Road and west of North St. Augustine Drive
Recommendation of Staff: Approval for a ten-year period, subject to a site plan and conditions
Recommendation of CPC: Approval for a ten-year period, subject to a site plan, elevations and conditions
Z156-160(WE)
70. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for R-7.5(A) Single Family District and public school uses on property zoned an R-7.5(A) Single Family District, on the northeast corner of Monterrey Avenue and Farola Drive
Recommendation of Staff and CPC: Approval, subject to a development plan, landscape plan, traffic management plan and conditions
Z156-165(SM)
71. A public hearing to receive comments regarding an application for and an ordinance granting an IR Industrial/Research District on property zoned an A(A) Agricultural District on the southeast corner of West Kiest Boulevard and Ledbetter Drive
Recommendation of Staff and CPC: Approval
Z156-178(OTH)
72. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for R-7.5(A) Single Family District and private school uses and an ordinance repealing Specific Use Permit No. 948 for a private school on property zoned an R-7.5(A) Single Family District, on the northeast corner of San Leon Avenue and North St. Augustine Drive
Recommendation of Staff and CPC: Approval, subject to a development plan, landscape plan, traffic management plan, and conditions
Z156-179(SM)

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

73. A public hearing to receive comments regarding an application for and an ordinance granting an MU-1 Mixed Use District on property zoned an IR Industrial/Research District on the south side of Farrington Street, east of Crampton Street
Recommendation of Staff and CPC: Approval
Z156-180(OTH)
74. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a vehicle display, sales and service use on property zoned Subdistrict 5 of Planned Development District No. 714, the West Commerce Street/Fort Worth Avenue Special Purpose District, on the south side of Fort Worth Avenue, east of North Westmoreland Road
Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Z156-181(WE)

ZONING CASES - INDIVIDUAL

75. A public hearing to receive comments regarding an application for and an ordinance granting a City Plan Commission authorized hearing to determine the proper zoning on property zoned Planned Development District No. 703 with consideration given to amending the parking and other necessary development regulations in Planned Development District No. 703 bounded by Hillcrest Road, Lakehurst Avenue, Airline Road, and Aberdeen Avenue
Recommendation of Staff and CPC: Approval, subject to a revised development/landscape plan, traffic management plan, and conditions
Z134-320(VP)
76. A public hearing to receive comments regarding an application for a Specific Use Permit for a vehicle or engine repair or maintenance use on property zoned Subarea 1B of Planned Development District No. 298, the Bryan Area Special Purpose District on the south corner of Ross Avenue and Villars Street
Recommendation of Staff: Approval for a two-year period, subject to a site plan and conditions
Recommendation of CPC: Denial
Z156-129(SM)
77. A public hearing to receive comments regarding an application for and an ordinance granting a GO(A) General Office District on property zoned an MO-2 Mid-range Office District on the east side of Preston Road, south of Frankford Road
Recommendation of Staff and CPC: Approval
Z156-175(OTH)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)

MISCELLANEOUS HEARINGS

Sustainable Development and Construction

78. A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, Henry W. Longfellow Career Exploration Academy as required by Section 6-4 of the Dallas City Code to allow a mixed beverages permit (Chapter 28) for a restaurant without drive-in or drive-through service with a food and beverage certificate [Najarian, Inc. dba Adelmo's] on the southeast corner of West Lovers Lane and Inwood Road, north of Boaz Street - AV156-001 - Financing: No cost consideration to the City

2016 Street Resurfacing and Street Improvements
Agenda Item # 32

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Barnett Avenue	Irwindell Boulevard to Brooklyndell Avenue	1
Edgefield Avenue	Clarendon Drive to Illinois Avenue	1
Jefferson Boulevard	Rosemont Avenue to Hampton Road	1
Empire Central Street	Harry Hines Boulevard to Heartsill Drive	2
Harry Hines Boulevard	Medical District Drive to Butler Street	2
Mockingbird Lane	Maple Avenue to Harry Hines Boulevard	2
Lemmon Avenue	West University Boulevard to Bluffview Boulevard	2
Autum Woods Trail	Red Bird Lane (W) to Highcrest Dive	3
Caravan Trail	Singing Hills Drive to Lazy River Drive	3
Lazy River Drive	Red Bird Lane (W) to University Hills Boulevard	3, 8
Red Bird Lane	Polk Street (S) to Bar Harbor Drive	3
Silvery Moon Drive	Singing Hills Drive to Silvery Moon Circle	3
Spring Glen Drive	Willow Glen Drive to Cedar Glen Drive	3

2016 Street Resurfacing and Street Improvements
Agenda Item # 32 (Continued)

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Bonnie View Road	Springview Avenue to Fordham Road	4
Hudspeth Avenue	Biglow Street to Cardinal Drive	4
Illinois Avenue	Orial Avenue to Michigan Avenue	4
Linfield Road	Seay Drive to Humphrey Drive	4
Ambassador Row	Regal Row to Dividend Drive	6
Forest Lane	High Meadow Drive to Josey Lane	6, 13
Walnut Hill Lane	500' West of Dale Crest Drive to Webb Chapel Road	6, 13
Shiloh Road	Blyth Drive to Lockhart Avenue	7
Goldwood Drive	South Polk Street to Woodspan Drive	8
Havenwood Drive	Woodshire Drive to Woodspan Drive	8
Ivywood Drive	Woodspan Drive to Woodshire Drive	8
Kirnwood Drive	Leigh Ann Drive to Woodspand Drive	8
Woodshire Drive	Kirnwood Drive to Clearwood Drive	8

2016 Street Resurfacing and Street Improvements
Agenda Item # 32 (Continued)

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Abrams Road	Mockingbird Lane to Lange Circle	9, 14
Easton Road	Northwest Highway to East of Bon Aire Drive	9
Gus Thomasson Road	Materhorn Drive to Maylee Boulevard	9
Kenwood Avenue	Sperry Street to Frontier Lane	9
Lanewood Circle	Neering Drive to Jupiter Road	9
Peavy Road	Lake Highlands (E) to Northcliff Drive	9
Rupley Lane	Sunland Street to Jupiter Road	9
Sondra Drive	Hillside Drive to Wendover Road	9
Strayhorn Drive	Barnes Bridge Road to Plummer Drive	9
Velasco Avenue	Abrams Road to Pearson Drive	9
West Shore Drive	Tokalon Drive to Meadow Lake Avenue	9
Ferndale Road	Linkwood Drive to Longmont Drive	10
Ferndale Road	Shoreview Road to NW Highway	10

2016 Street Resurfacing and Street Improvements
Agenda Item # 32 (Continued)

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Forest Lane	Preston Haven Drive to High Forest Drive	11
Meadering Way	Birchwood Drive to Spring Valley Road	11
Meandering Way	Spring Valley Road to Belt Line Road	11
Norcross Lane	Webb Chapel Road to Cromwell Drive	13
Park Lane	Thackery Street to Hillcrest Road	13
Pensive Drive	Walnut Hill Lane to Merrell Road	13
Timberview Road	Pensive Drive to Webb Chapel Road	13
Cole Avenue	Harvard Avenue to Lee Street	14
Avondale Avenue	Throckmorton Street to Oak Lawn Avenue	14
Main Street	Harwood Street to Lamar Street	14

Franchises for Solid Waste Collection and Hauling
Agenda Item # 35

Franchise Haulers

Estimated Annual Franchise Revenue

Custom Recycling Solutions, LLC	\$2,400.00
Demolition Specialties, LP	\$1,100.00
Mart, Inc.	\$ 300.00
Sunbelt Vacuum Service, Inc. dba	
Sunbelt Disposal & Recycling	\$7,400.00
Total	\$11,200.00

Roof and HVAC Condition Assessment
Agenda Item # 53

<u>Council District</u>	<u>Facility Name</u>
1	Sunset Pump Station
2	Cadiz Pump Station
3	Camp Wisdom Pump Station Redbird Booster Pump Station Sorcery Pump Station Southwest Service Center
4	Cedar Crest Pump Station Central Wastewater Treatment Plant
5	Lake June Pump Station
6	Bachman Water Treatment Plant Cypress Waters Lone Star Pump Station Northwest Service Center Walnut Hill Pump Station Walnut Hill Pump Station (Backup)
7	Jim Miller Pump Station Southeast Service Center
8	Alta Mesa Booster Pump Station Southcliff Booster Pump Station Southside Wastewater Treatment Plant
9	Lake Ray Hubbard White Rock Control Center
10	Abrams Pump Station Doran Pump Station Northeast Service Center Whispering Hills Pump Station
11	Cosa Crest Pump Station Meandering Way Booster Pump Station
14	Greenville Pump Station

Roof and HVAC Condition Assessment
Agenda Item # 53 (Continued)

Council District

Facility Name

Outside City Limits

Beltwood Pump Station
Eastside Water Treatment Plant
Elm Fork Water Treatment Plant
Interim Raw Water Facility
Iron Bridge - Interconnect Facility
Lake Fork Pump Station

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

1. Contemplated or pending litigation, or matters where legal advice is requested of the City Attorney. Section 551.071 of the Texas Open Meetings Act.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.072 of the Texas Open Meetings Act.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.073 of the Texas Open Meetings Act.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Section 551.074 of the Texas Open Meetings Act.
5. The deployment, or specific occasions for implementation of security personnel or devices. Section 551.076 of the Texas Open Meetings Act.
6. Deliberations regarding Economic Development negotiations. Section 551.087 of the Texas Open Meetings Act.

AGENDA DATE April 13, 2016

ITEM	OK	IND	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1				All	V	NA	NA	NA	NA	Approval of Minutes of the March 23, 2016 City Council Meeting
2				2	C	AVI	\$121,250.00	100.00%	0.00%	Authorize a one-year professional services contract with JLM Consulting Group, Inc. for project management, construction consulting and facility maintenance services at Dallas Love Field - Not to exceed \$121,250 - Financing: Aviation Current Funds
3				2	C	AVI	\$152,917.00	0.00%	0.00%	Authorize a three-year service contract with Harris Miller Miller & Hanson Inc. for annual noise reports including day-night average sound level contours at Dallas Love Field - Not to exceed \$152,917 - Financing: Aviation Current Funds (subject to annual appropriations)
4				2	C	AVI	NC	NA	NA	Authorize a First Amendment to the lease agreement and purchase option agreement with Scarborough Forest Park IV, LP for the land and improvements located at 6814 Harry Hines Boulevard to correct the incorrectly calculated purchase price breaks in the purchase option agreement - Financing: No cost consideration to the City
5				All	C	PBD, CES, EBS, LIB, PKR, WTR	\$603,487.50	100.00%	0.00%	Authorize a three-year service contract for window glass replacement services citywide - Peruna Glass, Inc. dba Glass Doctor of North Texas, lowest responsible bidder of two - Not to exceed \$603,488 - Financing: Current Funds (\$472,631), Convention and Event Services Current Funds (\$88,970) and Water Utilities Current Funds (\$41,887) (subject to annual appropriations)
6				All	C	PBD, EBS, AVI, SAN, TWM, WTR	\$1,287,417.52	100.00%	0.00%	Authorize a three-year service contract for tire repair and recapping services - Wingfoot Commercial Tire, lowest responsible bidder of five - Not to exceed \$1,287,418 - Financing: Current Funds (\$1,010,152), Sanitation Current Funds (\$197,985), Stormwater Drainage Management Current Funds (\$58,169), Water Utilities Current Funds (\$19,128) and Aviation Current Funds (\$1,984) (subject to annual appropriations)
7				All	C	PBD, TWM	\$1,867,476.00	0.00%	0.00%	Authorize a three-year service contract, with one twelve-month renewal option, for electric motor repair services for Trinity Watershed Management - Evans Enterprises, Inc., lowest responsible bidder of two - Not to exceed \$1,867,476 - Financing: Stormwater Drainage Management Current Funds (subject to annual appropriations)
8				All	C	PBD, CIS	\$4,143,499.70	0.00%	0.00%	Authorize a five-year service contract for continuous software maintenance and support for Oracle database license products - Mythics, Inc., most advantageous proposer of two - Not to exceed \$4,143,500 - Financing: Current Funds (subject to annual appropriations)
9				2	C	PBD, CIS, POL	GT	NA	NA	Authorize an acquisition contract for the purchase of audio and visual equipment to repair the video wall system in the Fusion Center at Jack Evans Police Headquarters - Audio Fidelity Communications Corporation dba Whitlock, through the Department of Information Resources, State of Texas Cooperative Contract - Not to exceed \$99,819 - Financing: U. S. Department of Homeland Security Grant Funds
10				8	C	PBD, SAN	\$82,379.28	0.00%	0.00%	Authorize the purchase of portable litter screens for the McCommas Bluff Landfill - Metta Technologies, Inc., lowest responsible bidder of four - Not to exceed \$82,380 - Financing: Sanitation Current Funds
11				6	C	PBD, SAN	\$179,170.00	0.00%	0.00%	Authorize the purchase of one stationary electric refuse loader for the Bachman Transfer Station - FTR Equipment dba Forestry Supply Services, Inc., lowest responsible bidder of two - Not to exceed \$179,170 - Financing: Sanitation Current Funds
12				All	C	PBD, WTR	\$200,000.00	0.00%	0.00%	Authorize a three-year master agreement for cast iron fittings - Fortiline, Inc. in the amount of \$100,000 and Ferguson Enterprises in the amount of \$100,000, lowest responsible bidders of two - Total not to exceed \$200,000 - Financing: Water Utilities Current Funds
13				All	C	PBD, AVI, FIR, PKR, HOU, EBS, CES, CCS, TWM	\$896,455.47	4.74%	0.00%	Authorize a three-year master agreement for paint and sundries to be used for maintaining various City facilities, equipment and City projects - PPG Architectural Finishes, Inc. in the amount of \$811,480, Ozark Materials, LLC in the amount of \$42,503 and Kelly Moore Paint Company, Inc. in the amount of \$42,473, lowest responsible bidders of four - Total not to exceed \$896,456 - Financing: Current Funds (\$694,264), Aviation Current Funds (\$87,257), Convention and Event Services Current Funds (\$75,747) and Stormwater Drainage Management Current Funds (\$39,188)
14				All	C	PBD, AVI, CES, EBS, TWM, WTR	\$6,756,491.74	27.12%	27.24%	Authorize a three-year master agreement for hand and power tools - Sid Tool Co., Inc. dba MSC Industrial Supply Co. in the amount of \$2,720,901, Colonial Hardware Corporation in the amount of \$1,655,230, Simba Industries in the amount of \$1,440,288, Mavich, LLC in the amount of \$367,567, Nationwide Supplies, LP in the amount of \$270,431, Longhorn, Inc. in the amount of \$121,400, Hilti, Inc. in the amount of \$60,715, Fort Worth Bolt & Tool Company, LLP in the amount of \$52,960, Evco Partners LP dba Burgoon Company in the amount of \$32,500, Joe Jeter Sales in the amount of \$20,000 and Fastenal Company in the amount of \$14,500, lowest responsible bidders of thirteen - Total not to exceed \$6,756,492 - Financing: Current Funds (\$4,079,697), Water Utilities Current Funds (\$2,201,545), Aviation Current Funds (\$231,150), Stormwater Drainage Management Current Funds (\$131,300) and Convention and Event Services Current Funds (\$112,800)

AGENDA DATE April 13, 2016

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
15			All	C	PBD, AVI, EBS, SAN, TWM, WTR	\$7,607,501.00	76.26%	2.42%	Authorize (1) supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with Park Cities Ford Lincoln in the amount of \$1,125,289, from \$4,501,157 to \$5,626,446, Holt Texas, Ltd. in the amount of \$1,068,056, from \$4,272,225 to \$5,340,281, Kirby-Smith Machinery, Inc. in the amount of \$803,355, from \$3,213,421 to \$4,016,776, AutoNation Chevrolet Galleria in the amount of \$516,787, from \$2,067,150 to \$2,583,937, Southwest International Trucks, Inc. in the amount of \$507,035, from \$2,028,140 to \$2,535,175, Bobcat of Dallas in the amount of \$335,038, from \$1,340,155 to \$1,675,193, Rush Medium Duty Truck Center, Dallas in the amount of \$332,351, from \$1,329,405 to \$1,661,756, Romco Equipment Co., LLC in the amount of \$331,065, from \$1,324,263 to \$1,655,328, Freedom Dodge dba Duncanville Automotive in the amount of \$288,331, from \$1,153,325 to \$1,441,656, Rush Truck Center, Dallas Light and Medium Duty in the amount of \$278,940, from \$1,115,760 to \$1,394,700, Four Brothers Outdoor Power, Inc. in the amount of \$243,665, from \$974,660 to \$1,218,325 Sonic-Lute Riley, LP dba Lute Riley Honda in the amount of \$218,912, from \$875,650 to \$1,094,562, RDO Equipment Company in the amount of \$190,100, from \$760,400 to \$950,500, CLS Sewer Equipment Co., Inc. in the amount of \$146,900, from \$587,600 to \$734,500, EV Autos in the amount of \$134,687, from \$538,750 to \$673,437, Metro Fire Apparatus Specialists, Inc. in the amount of \$136,450, from \$545,800 to \$682,250, Kinloch Equipment and Supply, Inc. in the amount of \$114,712, from \$458,850 to \$573,562, Stewart & Stevenson, LLC in the amount of \$111,748, from \$446,994 to \$558,742, Lone Star Trim in the amount of \$94,987, from \$379,950 to \$474,937, Industrial Disposal Supply Co., Ltd. in the amount of \$85,662, from \$342,650 to \$428,312, REV Ambulance Group Orlando, Inc. formerly known as Wheeled Coach Industries, Inc. in the amount of \$42,150, from \$168,600 to \$210,750, Texas Underground dba Underground, Inc. in the amount of \$40,412, from \$161,650 to \$202,062, Waterblasting Technologies, Inc. in the amount of \$22,500, from \$90,000 to \$112,500, H.D. Industries, Inc. in the amount of \$16,650, from \$66,600 to \$83,250, Witch Equipment Co., Inc. in the amount of \$15,146, from \$60,586 to \$75,732, Quality Fire Truck Parts, LLC in the amount of \$7,875, from \$31,500 to \$39,375, Landmark Equipment, Inc. in the amount of \$7,856, from \$31,425 to \$39,281, Dickson Equipment Co., Inc. in the amount of \$2,837, from \$11,350 to \$14,187 and Longhorn Harley-Davidson in the amount of \$2,080, from \$8,320 to \$10,400, lowest responsible bidders of thirty-five; (2) supplemental agreement no. 2 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with BTE Body Co., Inc. in the amount of \$332,300, from \$1,329,200 to \$1,661,500; and (3) supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts with MHC Kenworth in the amount of \$53,625, from \$214,500 to \$268,125 through the Texas Association of School Boards (BuyBoard), and to extend the service contracts term from July 7, 2016 to January 7, 2017 - Total not to exceed \$7,607,501, from \$30,430,036 to \$38,037,537 - Financing: Current Funds (\$5,826,716), Sanitation Current Funds (\$1,278,110), Water Utilities Current Funds (\$444,397), Aviation Current Funds (\$34,404) and Stormwater Drainage Management Current Funds (\$23,874) (subject to annual appropriations)
16			N/A	C	ATT, POL	\$32,500.00	NA	NA	Authorize settlement of the lawsuit styled Andrea Crosby v. City of Dallas, Cause No. CC-15-02372-C - Not to exceed \$32,500 - Financing: Current Funds
17			N/A	C	CVS	\$20,000.00	NA	NA	Authorize (1) the reappointment of three Administrative Law Judges (ALJ), Douglas J. Lapidus, LaKisha Thigpen and James Urmin, Sr.; (2) the appointment of Doreen McGooley and Ifeyinwa J. Seales, as Administrative Law Judges for the period January 1, 2016 through December 31, 2017, to hear employee appeals of terminations and demotions; and (3) contracts with each ALJ in the amount of \$ 4,000 each - Total not to exceed \$20,000 (\$10,000 to be reimbursed by the appealing employees) - Financing: Current Funds (subject to appropriations)
18			14	C	ECO	REV \$115,000	NA	NA	Authorize (1) a management agreement with DPL Loan Holdings, LLC for the management, operation, maintenance and retail activation of Browder Street Plaza for an initial term of ten years, with one ten year renewal option; and (2) receipt and deposit of an estimated revenue amount of \$11,500 annually from DPL Loan Holdings, LLC in the Downtown Connection TIF District Fund for Browder Street Plaza operation - Financing: Estimated Revenue: \$115,000 (over the first ten years of the agreement)
19			All	C	EBS, PBW	\$1,942,861.23	30.00%	30.00%	Authorize an architectural/engineering services contract to perform a facilities condition assessment at various City of Dallas facilities throughout the City with AECOM Technical Services, Inc. - Not to exceed \$1,942,862 - Financing: General Obligation Commercial Paper Funds
20			1, 3, 4, 7, 8, 9	C	EBS	\$433,616.00	0.00%	0.00%	Authorize a construction services contract to re-roof eight City of Dallas facilities with Restoration Specialist, dba RS Commercial Construction - Not to exceed \$433,616 - Financing: Capital Construction Funds
21			All	C	EBS	\$203,700.00	100.00%	21.34%	Authorize Supplemental Agreement No. 2 to increase the construction contract for additional upgrades to the security system at other various City facilities and extend the term of the contract from April 13, 2016 to October 31, 2016 - Schneider Electric Buildings Americas, Inc. - Not to exceed \$203,700 from \$853,956 to \$ 1,057,656 - Financing: Current Funds
22			All	C	FIR	GT	NA	NA	Authorize (1) acceptance of Tactical Tender apparatus purchased by Texas A&M Forest Services under the Texas Intrastate Fire Mutual Aid System Grant Assistance Program; and (2) execution of the grant agreement, subject to the Supplemental Terms and Responsibilities Agreement under the TIFMAS Grant Assistant Program - Financing: Texas A&M TIFMAS Grant Funds
23			7	C	HOU	NC	NA	NA	Authorize an amendment to Resolution No. 14-1488, previously approved on September 10, 2014, to extend the loan agreement with Builders of Hope CDC in the amount of \$265,000 from November 30, 2014 to December 31, 2016 for one phase of the Prairie Creek project - Financing: No cost consideration to the City

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ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
24			4	C	HOU	NC	NA	NA	Authorize an amendment to Resolution No. 15-1380, previously approved on August 12, 2015, for the loan agreement in the amount of \$85,000 with 2000 Roses Foundation, Inc. to (1) change from a loan to a conditional grant agreement; (2) to allow rental and sale of the unit; and (3) extend the completion date from March 31, 2016 to September 31, 2016 for construction of one single family unit located at 220 North Cliff Street - Financing: No cost consideration to the City
25			All	C	HOU	GT	NA	NA	Authorize an amendment to Resolution No. 16-0280, previously approved on February 10, 2016, which authorized a contract between the City and CitySquare to increase the contract amount to provide supportive services for up to 40 homeless individuals for the period January 1, 2016 to August 31, 2016 - Not to exceed \$50,000, from \$770,362 to \$820,362 - Financing: Texas Department of State Health Services Grant Funds
26			All	C	HOU	NC	NA	NA	Authorize Supplemental Agreement No. 1 to the Interlocal Agreement with Dallas County Health and Human Services for 2015-16 to (1) revise the Statement of Services and budget to reallocate funds in the amount of \$29,902 from Emergency/Tenant Based Rental Assistance - Housing Services to Emergency/Tenant Based Rental Assistance, with no net change in the contract amount; and (2) revise the Housing Opportunities for Persons with Aids Contract Provisions to include changes to applicable federal regulations for Financial Assistance - Financing: No cost consideration to the City
27			All	C	HOU	GT	NA	NA	Authorize Supplemental Agreement No. 1 to the contract with Legacy Counseling Center, Inc. for Housing Opportunities for Persons With AIDS (HOPWA) master leasing program to (1) revise the Statement of Services and budget to increase the contract amount from \$338,810 to \$376,810; and (2) revise the HOPWA Contract Provisions to include changes to applicable federal regulations - Not to exceed \$38,000 - Financing: 2015-16 Housing Opportunities for Persons with AIDS Grant Funds
28			All	C	HOU	NC	NA	NA	Authorize Supplemental Agreement No. 1 to the contract with Legacy Counseling Center, Inc. for Housing Opportunities for Persons With AIDS (HOPWA) facility-based housing assistance to (1) revise the Statement of Services and budget to reallocate funds in the amount of \$20,000 from the budget category Supportive Services to Housing Facility Operations, with no net change in the contract amount; and (2) revise the HOPWA Contract Provisions to include changes to applicable federal regulations - Financing: No cost consideration to the City
29			All	C	HOU	GT	NA	NA	Authorize Supplemental Agreement No. 1 to the contract with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas for Housing Opportunities for Persons With Aids (HOPWA) facility based housing assistance to (1) revise the Statement of Services and budget to increase the contract amount from \$1,177,620 to \$1,201,620; and (2) revise the HOPWA Contract Provisions to include changes to applicable federal regulations - Not to exceed \$24,000 - Financing: 2015-16 Housing Opportunities for Persons with AIDS Grant Funds
30			4	C	PKR	\$239,925.00	NA	NA	Authorize an amendment to the one-hundred-twenty-six-month concession contract with Ira McGraw, dba IAMJ Enterprises, Inc., to define roles, responsibilities and compensation as a result of the closure of the Cedar Crest Golf Course and Banquet Facility located at 1800 Southerland Avenue - Not to exceed \$239,925 - Financing: Golf Improvement Funds
31			All	C	POL	NC	NA	NA	Authorize an Interlocal Agreement with the Comal County District Attorney, Balcones Heights Police Department, Boerne Police Department, Kendall County Sheriff's Office, San Antonio Police Department, Comal County Sheriff's Office, Gonzales Police Department, Inspector General, Guadalupe County Sheriff's Office, New Braunfels Police Department and the Comal County Gang Offender Narcotics Enforcement Unit and the Dallas Police Department to share the proceeds received by the Comal County District Attorney for asset seizures and forfeitures under Chapter 59 of the Texas Code of Criminal Procedure for the period beginning upon completion of signatures to the interlocal agreement, and will terminate upon final distribution of all proceeds and property forfeited pursuant to the investigation - Financing: No cost consideration to the City
32			1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 13, 14	C	PBW, WTR	\$21,008,181.52	61.15%	62.50%	2016 Street Resurfacing and Street Improvements: Authorize a construction contract with Pavecon Public Works, LP, lowest responsible bidder of two, in the amount of \$21,008,182 for the construction of pavement surface improvements for the 2016 Street Resurfacing and Street Improvements Project - Not to exceed \$21,008,182 - Financing: General Obligation Commercial Paper Funds (\$19,831,301), 2012 Bond Funds (\$918,493) and Water Utilities Capital Construction Funds (\$258,388)
33			1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 13, 14	C	PBW, WTR	\$585,410.00	61.15%	62.50%	2016 Street Resurfacing and Street Improvements: Authorize a professional services contract with T. Smith Inspection and Testing, LLC to provide construction material testing services during the construction of the 2016 Street Resurfacing and Street Improvements Project - Not to exceed \$585,410 - Financing: General Obligation Commercial Paper Funds (\$384,035), and 2012 Bond Funds (\$201,375)

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ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
34			8	C	PBW, POL	\$690,193.00	100.00%	90.06%	Authorize a construction contract with 3i Construction, LLC, most advantageous proposer of six competitive sealed proposers, for the construction and installation of additional parking, access drive, and site lighting at the South Central Police Substation, located at 1999 East Camp Wisdom Road - Not to exceed \$690,193 - Financing: 2006 Bond Funds
35			N/A	C	SAN	REV \$11,200	NA	NA	Authorize ordinances granting four franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code - Estimated Annual Revenue: \$11,200
36			6	C	STS	\$1,190.07	NA	NA	TxDOT Railroad Queue Cutter at Singleton Boulevard and North Westmoreland Road: Authorize (1) a Local Project Advance Funding Agreement with the Texas Department of Transportation for a Federal Railway-Highway Crossing Program grant to design and install one queue cutter traffic signal at Singleton Boulevard and North Westmoreland Road; (2) the receipt and deposit of funds in the amount of \$113,195 from the Texas Department of Transportation; (3) the establishment of appropriations in the amount of \$113,195 in the Texas Department of Transportation Grant Fund; and (4) a required local match in the amount of \$1,191 - Total not to exceed \$114,386 - Financing: Texas Department of Transportation Grant Funds (\$113,195) and Current Funds (\$1,191) (subject to annual allocation)
37			6	C	STS	GT	NA	NA	TxDOT Railroad Queue Cutter at Singleton Boulevard and North Westmoreland Road: Authorize a professional services contract with Kimley-Horn and Associates, Inc., most advantageous proposer of thirteen, to provide traffic signal design services for one railroad queue cutter crossing arm at the intersection of Singleton Boulevard and North Westmoreland Road - Not to exceed \$11,000 - Financing: Texas Department of Transportation Grant Funds
38			All	C	STS	\$1,156,550.00	67.16%	32.84%	Authorize a professional services contract with Lee Engineering, LLC, most advantageous proposer of sixteen, to provide specialized services for conducting traffic studies, for the preparation specifically of 140 traffic signal warrant studies, 195 left-turn signal studies, 30 multi-way stop warrant studies, 35 pedestrian crossing analysis studies and 4 special studies - Not to exceed \$1,156,550 - Financing: Current Funds (subject to annual appropriations)
39			All	C	STS	\$4,126,762.50	5.86%	6.98%	Authorize a one-year construction services agreement with Viking Construction, Inc., lowest responsive bidder of three, to provide micro-surfacing and slurry seal application services - Not to exceed \$4,126,763 - Financing: Current Funds (subject to appropriations)
40			4	C	DEV, PBW	\$67,550.00	NA	NA	Authorize moving expense and replacement housing payments for Francisco Torres and Dora Fernandez in the Cadillac Heights neighborhood as a result of an official written offer of just compensation to purchase real property at 1019 Pontiac Avenue for the Cadillac Heights Phase II Project - Not to exceed \$67,550 - Financing: 2006 Bond Funds
41			13	C	DEV	REV \$840,024	NA	NA	An ordinance abandoning a portion of Montwood Lane and a garbage collection and utility easement to The Episcopal School of Dallas, Inc., and WBL Family Investments, Inc., the abutting owners, containing a total of approximately 75,438 square feet of land, located near the intersection of Merrell and Midway Roads, authorizing the quitclaim and providing for the dedication of approximately 36,970 square feet of land needed for right-of-way - Revenue: \$840,024, plus the \$20 ordinance publication fee
42			6	C	DEV	REV \$7,700	NA	NA	An ordinance abandoning two street easements to Dallas Independent School District, the abutting owner, containing a total of approximately 770 square feet of land, located near the intersection of Brockbank Drive and Bynum Street, and authorizing the quitclaim - Revenue: \$7,700, plus the \$20 ordinance publication fee
43			2	C	DEV	REV \$5,400	NA	NA	An ordinance abandoning a portion of a utility easement to CND-Southside, LLC, the abutting owner, containing approximately 3,605 square feet of land, located near the intersection of Lamar and Powhattan Streets, and authorizing the quitclaim - Revenue: \$5,400, plus the \$20 ordinance publication fee
44			13	C	DEV	REV \$5,400	NA	NA	An ordinance abandoning a portion of a utility easement to Intercity Investment Properties, Inc., the abutting owner, containing approximately 13,467 square feet of land, located near the intersection of Edgemere Road and Bandera Avenue - Revenue: \$5,400, plus the \$20 ordinance publication fee
45			4	C	DEV	NC	NA	NA	An ordinance granting a CR Community Retail District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of East Illinois Avenue and SeEVERS Avenue - Z145-347 - Financing: No cost consideration to the City
46			2, 7, 14	C	TWM	\$2,764,000.00	97.22%	98.00%	Authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$2,764,000 - Financing: 2006 Bond Funds

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ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
47			2, 7, 14	C	TWM	\$17,350,000.00	100.00%	26.97%	Authorize a professional services contract with Black & Veatch Corporation for construction management services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$17,350,000 - Financing: 2006 Bond Funds
48			1	C	TWM	\$1,783,440.00	98.10%	25.05%	Authorize a contract with RKM Utility Services, Inc., lowest responsive bidder of three, for the construction of stormwater drainage improvements, partial street reconstruction and channel improvements for the Bahama Drive Relief System - Not to exceed \$1,783,440 - Financing: 2006 Bond Funds (\$1,318,489) and 2012 Bond Funds (\$464,951)
49			2, 7, 14	C	TWM, WTR	\$6,126,500.00	77.52%	26.63%	Authorize Supplemental Agreement No. 5 to the contract with Halff Associates, Inc. for design and analysis of drainage relief for Mill Creek, Peaks Branch, and State-Thomas areas, for additional scope of work for engineering design services required during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$6,126,500, from \$15,993,488 to \$22,119,988 - Financing: 2006 Bond Funds (\$6,105,000) and Water Utilities Capital Improvement Funds (\$21,500)
50			All	C	TWM	\$106,100.00	NA	NA	Ratify emergency erosion repair services to the Upper East Sump - Moir Watershed Services, L.L.C. - Not to exceed \$106,100 - Financing: Stormwater Drainage Management Current Funds
51			6, 10	C	WTR, TWM	\$2,221,742.32	96.78%	29.97%	Authorize a professional services contract with Halff Associates, Inc. to provide architectural and engineering services for the design of improvements at 12000 Greenville Avenue for Dallas Water Utilities and at 2255 Irving Boulevard for Trinity Watershed Management Department - Not to exceed \$2,221,743 - Financing: Stormwater Drainage Management Capital Construction Funds (\$1,031,738) and Water Capital Improvement Funds (\$1,190,005)
52			4, 8	C	WTR	\$203,000.00	7.93%	16.50%	Authorize an increase in the contract with Archer Western Construction, LLC for additional construction services associated with solids handling improvements at the Central Wastewater Treatment Plant and the Southside Wastewater Treatment Plant - Not to exceed \$203,000, from \$6,359,750 to \$6,562,750 - Financing: Water Utilities Capital Improvement Funds
53			1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, Outside	C	WTR	\$538,125.00	100.00%	31.44%	Authorize Supplemental Agreement No. 1 to the engineering services contract with Conley Group, Inc. for additional architectural and engineering services for a condition assessment of the Priority 3 and 4 roof and heating, ventilation, and air conditioning systems at 35 Dallas Water Utilities locations - Not to exceed \$538,125, from \$1,897,800 to \$2,435,925 - Financing: Water Utilities Capital Construction Funds
54			N/A	I	SEC	NC	N/A	N/A	Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)
55			All	I	PBD, AVI, EBS, TWM, WTR, FIR	\$2,895,505.00	0.00%	0.00%	Authorize (1) a three-year master agreement for the purchase of emergency and non-emergency light equipment parts for city fleet vehicles - Goheen Enterprises, Inc. dba Professional Safety Systems in the amount of \$170,225 or \$207,525 (tie bid - group 1, line 1), Big Country Supply in the amount of \$12,800 or \$50,100 (tie bid - group 1, line 1), Defender Supply in the amount of \$2,392,180; and (2) a three-year service contract for the installation of emergency and non-emergency light equipment parts and installation for city fleet vehicles - Goheen Enterprises, Inc. dba Professional Safety Systems in the amount of \$283,000, lowest responsive bidders of seven - Total not to exceed \$2,895,505 - Financing: Current Funds (\$2,797,200), Water Utilities Current Funds (\$63,500), Aviation Current Funds (\$14,000) and Stormwater Drainage Management Current Funds (\$20,805) (subject to annual appropriations)
56			N/A	I	ATT, WTR	\$100,000.00	0.00%	0.00%	Authorize Supplemental Agreement No. 1 to the professional services contract with Pierce & O'Neill, LLP for additional legal services in the lawsuit styled City of Dallas v. Cary "Mac" Abney, et al., v. Sabine River Authority of Texas, No. D-150045-C - Not to exceed \$100,000, from \$50,000 to \$150,000 - Financing: Current Funds
57			N/A	I	ATT, CES	\$125,000.00	100.00%	0.00%	Authorize Supplemental Agreement No. 1 to the professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D - Not to exceed \$125,000, from \$50,000 to \$175,000 - Financing: Current Funds
58			2, 7, 14	I	TWM, WTR	\$209,894,515.00	19.93%	32.63%	Authorize a contract for construction of storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Southland Mole JV, lowest responsive and responsible bidder of five - Not to exceed \$209,894,515 - Financing: General Obligation Commercial Paper Funds (\$209,179,636), Water Utilities Capital Construction Funds (\$25,600) and Water Utilities Capital Improvement Funds (\$689,279)

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ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
59			7	I	TWM	\$34,000.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Floyd E. Garner, of an improved tract of land containing approximately 35,920 square feet located on Barber Avenue near its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project - Not to exceed \$34,000 (\$31,000 plus closing costs and title expenses not to exceed \$3,000) - Financing: 2006 Bond Funds
60			7	I	TWM	\$24,676.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Gaythell Smith, of an improved tract of land containing approximately 9,326 square feet located on Barber Avenue near its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project - Not to exceed \$24,676 (\$22,000 plus closing costs and title expenses not to exceed \$2,676) - Financing: 2006 Bond Funds
61			7	I	TWM	\$25,538.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Lawrence E. Baker, Jr., Michael Lynn Baker and Freddie M. Baker, of an improved tract of land containing approximately 36,626 square feet located on Barber Avenue near its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project - Not to exceed \$25,538 (\$22,538 plus closing costs and title expenses not to exceed \$3,000) - Financing: 2006 Bond Funds
62			2, 7, 14	I	ECO	NC	NA	NA	Authorize (1) an amendment to the development agreement with 42 Deep Ellum, LP, for the Deep Ellum Crossroads redevelopment project previously approved on September 10, 2014 by Resolution No. 14-1631 in Tax Increment Financing District Reinvestment Zone Number Twelve (Deep Ellum TIF District) to (a) split project into phases and allow TIF reimbursement for each phase upon completion and satisfaction of TIF contingencies for that phase; (b) define Project phases as follows: Phase A \$1,379,700 in private investment and \$500,000 in TIF reimbursement to renovate and lease 2702 Main; Phase B at \$5,500,000 in private investment and \$1,125,000 in TIF reimbursement to renovate and lease 2625, 2626, 2646, 2650, and 2701 Main; Phase C \$12,047,680 in private investment and \$1,875,000 in TIF reimbursement to renovate and lease at 2635, 2642, 2639, 2647, 2649, 2653, 2656, 2708 Main, 2646 Elm, and 2653 Commerce, and Parking lots at 2607, 2619, 2621, 2623, 2626, and 2642 Main, 2703, 2705, and 2711 Commerce; (c) increase maximum Economic Development TIF grant funding by \$25,000 from \$775,000 to \$800,000 and decrease public improvements TIF funding by \$25,000 from \$2,725,000 to \$2,700,000; (d) clarify that project is only eligible for 10% allocation from general increment upon completion of all phases and satisfaction of all TIF contingencies; (e) assign ownership from 42 Deep Ellum, LP ("Assignor"), a limited partnership which intends to assign all right, title, and interest in and to the property owner to 42 GP Deep Ellum, LLC, a limited liability company and general partner of 42 Deep Ellum, LP, a limited partnership ("Assignee"), through Assignment and Assumption of TIF Agreements, executed by the final executed Development Agreement for Deep Ellum Crossroads; and (2) a resolution declaring the intent of Tax Increment Financing District Reinvestment Zone Number Twelve (Deep Ellum TIF District) to reimburse 42 GP Deep Ellum, LLC, up to \$3,500,000, for TIF-eligible project costs pursuant to the development agreement with 42 GP Deep Ellum, LLC - Financing: No cost consideration to the City
63			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for A(A) Agricultural District, IR Industrial/Research District, general merchandise and food store, and utility and public service uses on property zoned an A(A) Agricultural District, south of East Belt Line Road and west of South Northlake Road
64			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1863 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the north side of Scyene Road, west of North Jim Miller Road
65			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private school on property zoned a CR Community Retail District with a D Liquor Control Overlay on the west corner of East Grand Avenue and Shadyside Lane
66			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for an adult day care facility and an ordinance repealing Specific Use Permit No. 1669 for a foster home on property zoned an R-7.5(A) Single Family District on the east side of Manitoba Avenue, north of Red Wing Drive
67			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for an alcoholic beverage manufacturing use and a new subdistrict on property zoned Subdistrict 2, Mixed Use Corridor, within Planned Development District No. 317, the Cedars Area Special Purpose District on the east corner of Browder Street and Blakeney Street

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68			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2059 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the northwest corner of Bruton Road and North Prairie Creek Road
69			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a mini-warehouse use on property zoned a CR Community Retail District with a D Liquor Control Overlay on the south side of Lake June Road and west of North St. Augustine Drive
70			9	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for R-7.5(A) Single Family District and public school uses on property zoned an R-7.5(A) Single Family District, on the northeast corner of Monterrey Avenue and Farola Drive
71			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an IR Industrial/Research District on property zoned an A(A) Agricultural District on the southeast corner of West Kiest Boulevard and Ledbetter Drive
72			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for R-7.5(A) Single Family District and private school uses and an ordinance repealing Specific Use Permit No. 948 for a private school on property zoned an R-7.5(A) Single Family District, on the northeast corner of San Leon Avenue and North St. Augustine Drive
73			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an MU-1 Mixed Use District on property zoned an IR Industrial/Research District on the south side of Farrington Street, east of Crampton Street
74			1	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a vehicle display, sales and service use on property zoned Subdistrict 5 of Planned Development District No. 714, the West Commerce Street/Fort Worth Avenue Special Purpose District, on the south side of Fort Worth Avenue, east of North Westmoreland Road
75			11	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a City Plan Commission authorized hearing to determine the proper zoning on property zoned Planned Development District No. 703 with consideration given to amending the parking and other necessary development regulations in Planned Development District No. 703 bounded by Hillcrest Road, Lakehurst Avenue, Airline Road, and Aberdeen Avenue
76			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for a Specific Use Permit for a vehicle or engine repair or maintenance use on property zoned Subarea 1B of Planned Development District No. 298, the Bryan Area Special Purpose District on the south corner of Ross Avenue and Villars Street
77			12	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a GO(A) General Office District on property zoned an MO-2 Mid-range Office District on the east side of Preston Road, south of Frankford Road
78			13	PH	DEV	NC	NA	NA	A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, Henry W. Longfellow Career Exploration Academy as required by Section 6-4 of the Dallas City Code to allow a mixed beverages permit (Chapter 28) for a restaurant without drive-in or drive-through service with a food and beverage certificate [Najarian, Inc. dba Adelmo's] on the southeast corner of West Lovers Lane and Inwood Road, north of Boaz Street - AV156-001 - Financing: No cost consideration to the City

TOTAL \$298,598,625.85

AGENDA ITEM # 2

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 2
DEPARTMENT: Aviation
CMO: Ryan S. Evans, 671-9837
MAPSCO: 34E

SUBJECT

Authorize a one-year professional services contract with JLM Consulting Group, Inc. for project management, construction consulting and facility maintenance services at Dallas Love Field - Not to exceed \$121,250 - Financing: Aviation Current Funds

BACKGROUND

This agenda item authorizes a one-year professional services contract for project management, construction consulting and facility maintenance services at Dallas Love Field. Currently, there are two electrical vaults that serve the Airport dating back to the 1950's. In the summer of 2015, there were several electrical spikes at the Airport and ONCOR wishes to move forward with replacing transformers and switches in the vaults. As a part of the project, expansion of the airport's boiler room is planned to accommodate one of the vaults while the existing space will be reconfigured to accommodate the remaining vault. JLM Consulting Group, Inc. will oversee the vault preparation, transformer and switches upgrade and the main gear cutover to the newly installed Oncor system to ensure minimal disruption to airport electrical systems. Although the equipment replacement is at no cost to the city, the Airport will incur costs related to vault room preparation and reconfiguring existing switchgear to the new electrical vaults. The total project is anticipated for completion in late 2016.

Additionally, JLM Consulting will aid the Dallas Love Field maintenance team with staff optimization and guidance on maintaining the mechanical systems to ensure the new terminal building continues to perform at the highest level.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on April 4, 2016.

FISCAL INFORMATION

\$121,250.00 - Aviation Current Funds

OWNER

JLM Consulting Group, Inc.

Jimmy L. Mayhew, Principal

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a one-year professional services contract with JLM Consulting Group, Inc. for project management, construction consulting and facility maintenance services at Dallas Love Field - Not to exceed \$121,250 - Financing: Aviation Current Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$121,250.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$121,250.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

WHEREAS, the City owns and operates a municipal airport, Dallas Love Field; and,

WHEREAS, due to the Love Field Modernization Program, airport expansion has placed a greater demand on the electrical supply needed to support the airport terminal and outlying facility operations; and,

WHEREAS, the airport has experienced periodic power spikes in the terminal and outlying areas; and,

WHEREAS, Oncor has scheduled replacement of the electrical vaults and equipment supplying Dallas Love Field to occur Summer 2016 at no cost to the City of Dallas; and,

WHEREAS, it is desirable to authorize a professional services contract with JLM Consulting Group, Inc. to facilitate the electrical supply vault replacement and facility maintenance consulting services at Dallas Love Field.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to enter into a professional services contract with JLM Consulting Group, Inc., for project management construction consulting and facility maintenance services at Dallas Love Field, 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 an amount not to exceed \$121,250.00 from Fund 0130, Dept. AVI, Unit 7725, Object 3110, Vendor No. VC14087.

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: Clean, Healthy Environment

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 2

DEPARTMENT: Aviation

CMO: Ryan S. Evans, 671-9837

MAPSCO: 34E

SUBJECT

Authorize a three-year service contract with Harris Miller Miller & Hanson Inc. for annual noise reports including day-night average sound level contours at Dallas Love Field - Not to exceed \$152,917 - Financing: Aviation Current Funds (subject to annual appropriations)

BACKGROUND

Annual Day-Night Average Sound Level (DNL) contours were prepared for the past two years (2013 and 2014) for Dallas Love Field under a contract with Harris Miller Miller & Hanson Inc. (HMMH), who will continue preparing an annual noise report including Day-Night Average Sound Level (DNL) contours for Dallas Love Field to reflect the previous calendar year operations for the next three years, along with an annual report for each year (DNL Contour Reports for years 2015, 2016, and 2017). The DNL Contour study is a technical analysis of the year's noise conditions. The DNL contours are developed using the latest version of the Federal Aviation Administration (FAA) Integrated Noise Model (INM) and data pre-processor called Real Contours. Real Contours converts every useable radar track into outputs for the noise model ensuring that the modeling includes runway closures, deviation from flight patterns, changes in flight schedules, and deviation from average runway use. In 2014, over 170,000 flight tracks were modeled by HMMH, and the estimated number of people exposed to Day-Night Average Sound Levels (DNL) exceeding the federal guidelines of 65 decibels (dB) is 4,083 people; an increase of approximately 32 percent compared to 2013 (3,091 people DNL 65 dB or greater). Analysis of the noise contours indicates the following:

- Noise levels in 2014 increased along the extended runway centerline of Runway 13R/13L when compared to noise levels in 2013.
- However, noise levels in 2014 compared to 2006 have decreased in all areas except a small area in the DNL 60 dB along the extended runway centerline to the northwest of Runway 13L.

BACKGROUND (Continued)

- The total area contained within the DNL 65 dB noise contours has increased from 2.17 square miles in 2013 to 2.28 square miles in 2014, but is still well below 2006 area (4.19 square miles).

Two significant changes occurred at Dallas Love Field toward the end of 2014: (1) implementation of new area navigation (RNAV) procedures in September which were developed as part of the Federal Aviation Administration (FAA)'s North Texas Optimization of Airspace and Procedures in the Metroplex (OAPM); and (2) the expiration of the Wright Amendment on October 13, 2014. Due to the expiration of the Wright Amendment, the level of operations increased in 2015. The Department of Aviation has asked HMMH to prepare updated noise contours that reflect previous calendar-year operations for the next three years along with an annual report for each year.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on April 4, 2016.

FISCAL INFORMATION

\$152,917.00 - Aviation Current Funds (subject to annual appropriations)

OWNERS

Harris Miller Miller & Hanson Inc.

Mary Ellen Eagan, President and Chief Executive Officer
Diana Wasiuk, Vice President and Chief Operating Officer

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year service contract with Harris Miller Miller & Hanson Inc. for annual noise reports including day-night average sound level contours at Dallas Love Field - Total not to exceed \$152,917 - Financing: Aviation Current Funds (subject to annual appropriations)

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

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$152,917.00	100.00%
TOTAL CONTRACT	\$152,917.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

WHEREAS, on April 7, 2014, Administrative Action No. 14-5719 authorized approval of the 2013 Noise Contours for Dallas Love Field; and,

WHEREAS, on April 23, 2015, by Administrative Action No. 15-5710 authorized approval of the 2014 Noise Contours for Dallas Love Field.

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 three-year service contract with Harris Miller Miller & Hanson Inc. (HMMH) to continue preparing an annual noise report including Day-Night Average Sound Level (DNL) contours for Dallas Love Field to reflect the previous calendar year operations for the next three years, along with an annual report for each year (DNL Contour Reports for years 2015, 2016, and 2017) in an amount not to exceed \$152,917.00.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$152,917.00 (subject to annual appropriations) from Aviation Fund 0130, Dept. AVI, Unit 7729, Object 3099, Vendor No. VS0000083633.

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: April 13, 2016
COUNCIL DISTRICT(S): 2
DEPARTMENT: Aviation
CMO: Ryan S. Evans, 671-9837
MAPSCO: 34N

SUBJECT

Authorize a First Amendment to the lease agreement and purchase option agreement with Scarborough Forest Park IV, LP for the land and improvements located at 6814 Harry Hines Boulevard to correct the incorrectly calculated purchase price breaks in the purchase option agreement - Financing: No cost consideration to the City

BACKGROUND

In an attempt to avoid and alleviate parking challenges at Dallas Love Field Airport, the Department of Aviation was actively searching for property to use as off-site valet and/or remote customer parking. Scarborough Forest Park IV, LP offered to lease approximately 13.442 acres of land to the City of Dallas for use as Airport parking under a long-term lease. On May 27, 2015 the City Council approved the original lease with a purchase option agreement.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized original lease, on May 27, 2015, by Resolution No. 15-0925.

Information about this item will be provided to the Economic Development Committee on April 4, 2016.

FISCAL INFORMATION

No cost consideration to the City.

OWNER

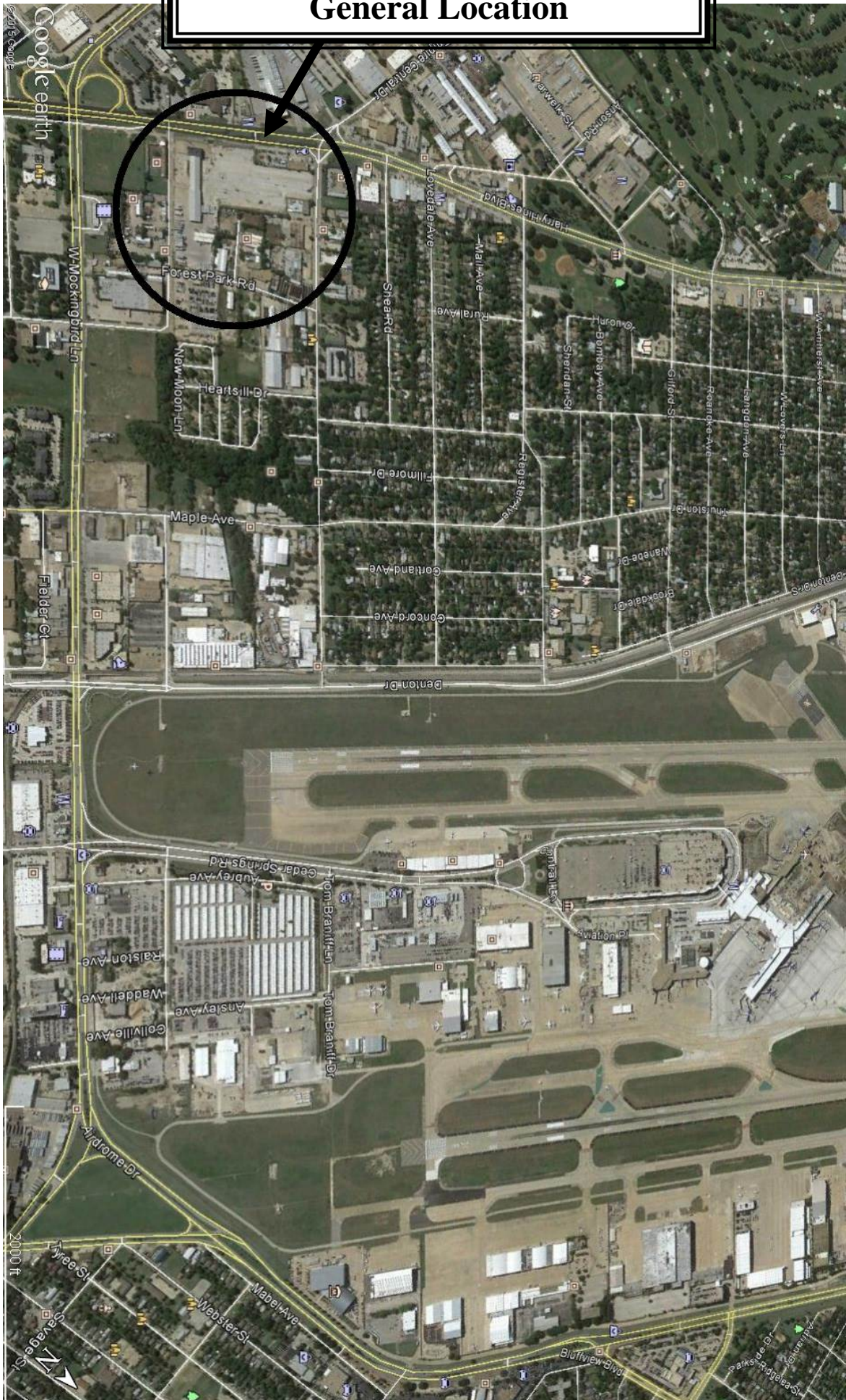
Scarborough Forest Park IV GP, LLC, General Partner

James Feagin, Manager

MAP

Attached.

Scarborough Forest Park IV, LP General Location



April 13, 2016

WHEREAS, Scarborough Forest Park IV, LP (“Lessor”) is the owner of approximately 13.442 acres of land and improvements located at 6814 Harry Hines Boulevard, Dallas, Texas 75235 and being in the vicinity of the Airport (the “Leased Premises”); and,

WHEREAS, on May 27, 2015, the Dallas City Council approved Resolution No. 15-0925, authorizing the City Manager to execute a lease agreement with purchase option (the “Lease”) between the City of Dallas and Lessor for the Leased Premises; and,

WHEREAS, the City and Lessor discovered certain portions of the Lease containing typographical errors, including the purchase price breaks in the Purchase Option Agreement; and,

WHEREAS, the City and Lessor desire to enter into a First Amendment to the Lease to correct those portions of the Lease containing the typographical errors.

Now, Therefore,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a First Amendment (the “Amendment”) to the Lease with Scarborough Forest Park IV, LP, a Texas Limited Partnership, as Lessor, and the City of Dallas, as Lessee, for approximately 13.442 acres of land and improvements located at 6814 Harry Hines Boulevard, Dallas, TX 75235.

Section 2. That the special terms and conditions of the Purchase Option Agreement are corrected to reflect the following changes:

The option to purchase the property for \$100.00 may be exercised by the City to close at the end of the term of the Lease (month 360). The City may exercise the option such that it closes before expiration of the full lease term in which event the purchase price shall be as follows:

- (i) \$28,031,506.54 if closing is to occur during Lease months 60-119;
- (ii) \$25,098,878.32 if closing is to occur during Lease months 120-179;
- (iii) \$21,211,495.81 if closing is to occur during Lease months 180-239;
- (iv) \$16,058,526.66 if closing is to occur during Lease months 240-299;
- (v) \$9,277,943.10 if closing is to occur during Lease months 300-359;

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

AGENDA ITEM # 5

KEY FOCUS AREA: Public Safety

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Convention and Event Services
Equipment & Building Services
Library
Park & Recreation
Water Utilities

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837
Jill A. Jordan, P.E., 670-5299
Joey Zapata, 670-1204
Willis Winters, 670-4071
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize a three-year service contract for window glass replacement services citywide - Peruna Glass, Inc. dba Glass Doctor of North Texas, lowest responsible bidder of two - Not to exceed \$603,488 - Financing: Current Funds (\$472,631), Convention and Event Services Current Funds (\$88,970) and Water Utilities Current Funds (\$41,887) (subject to annual appropriations)

BACKGROUND

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

This service contract provides window glass replacement services citywide. This includes on-site replacement of window glass and glass repairs for all City buildings. Glass breakage is commonly caused by vandalism or weather related incidents. There are various types, thickness and tints of glass available such as:

- Tempered
- Laminate
- Plate
- Mirror

BACKGROUND (Continued)

This solicitation was structured in a manner which required bidders to submit a response using unit pricing. This bid resulted in a 24% decrease over comparable prices for the bid awarded in 2014.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 30 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team (RLT) to 24 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 11, 2012, City Council authorized a two-year service contract for window glass replacement services and repairs by Resolution No. 12-0118.

On January 8, 2014, City Council authorized a three-year service contract for window glass replacement services and repairs for all City buildings by Resolution No. 14-0105.

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$472,630.50 - Current Funds (subject to annual appropriations)

\$ 88,970.00 - Convention and Event Services Current Funds (subject to annual appropriations)

\$ 41,887.00 - Water Utilities Current Funds (subject to annual appropriations)

M/WBE INFORMATION

2 - Vendors contacted

2 - No response

0 - Response (Bid)

0 - Response (No bid)

0 - Successful

30 - M/WBE and Non-M/WBE vendors were contacted

M/WBE INFORMATION (Continued)

The recommended awardee has fulfilled the requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

Peruna Glass, Inc. dba Glass Doctor of North Texas

White Male	19	White Female	4
Black Male	1	Black Female	0
Hispanic Male	18	Hispanic Female	2
Other Male	1	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BE1601 and were opened on December 11, 2015. This service contract is being awarded in its entirety to the lowest responsive and responsible bidder.

*Denotes successful bidder

<u>Bidders</u>	<u>Address</u>	<u>Amount</u>
*Peruna Glass, Inc. dba Glass Doctor of North Texas	2001 Midway Road Suite 121 Carrollton, TX 75006	\$603,487.50
Stafford Juneau Holding, Inc.	579 County Road 4106 Crandall, TX 75114	\$627,196.65

OWNER

Peruna Glass, Inc. dba Glass Doctor of North Texas

Larry Patterson, President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year service contract for window glass replacement services citywide - Peruna Glass, Inc. dba Glass Doctor of North Texas, lowest responsible bidder of two - Not to exceed \$603,488 - Financing: Current Funds (\$472,631), Convention and Event Services Current Funds (\$88,970) and Water Utilities Current Funds (\$41,887) (subject to annual appropriations)

Peruna Glass, Inc. dba Glass Doctor of North Texas is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$603,487.50	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$603,487.50	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

WHEREAS, on January 11, 2012, City Council authorized a two-year service contract for window glass replacement services and repairs by Resolution No. 12-0118; and,

WHEREAS, on January 8, 2014, City Council authorized a three-year service contract for window glass replacement services and repairs for all City buildings by Resolution No. 14-0105; and,

WHEREAS, on November 13, 2015, Administrative Action No. 15-7141 authorized additional funds in the amount of \$50,000.00, increasing the service contract amount from \$504,490.70 to \$554,490.70;

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 Peruna Glass, Inc. dba Glass Doctor of North Texas (517192) for window glass replacement services citywide for a term of three years in an amount not to exceed \$603,487.50, 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 Glass Doctor of North Texas shall be based only on the amount of the services directed to be performed by the City and properly performed by Glass Doctor of North Texas under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$603,487.50 (subject to annual appropriations) from Service Contract number BE1601.

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: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Equipment & Building Services
Aviation
Sanitation Services
Trinity Watershed Management
Water Utilities

CMO: Jeanne Chipperfield, 670-7804
Jill A. Jordan, P.E., 670-5299
Ryan S. Evans, 671-9837
Joey Zapata, 670-3009
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize a three-year service contract for tire repair and recapping services – Wingfoot Commercial Tire, lowest responsible bidder of five – Not to exceed \$1,287,418 – Financing: Current Funds (\$1,010,152), Sanitation Current Funds (\$197,985), Stormwater Drainage Management Current Funds (\$58,169), Water Utilities Current Funds (\$19,128) and Aviation Current Funds (\$1,984) (subject to annual appropriations)

BACKGROUND

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

This three-year service contract will provide flat tire repair, foam filling and re-capping services for the City's 5,200 vehicles and equipment. The contract provides shop and road service repairs where vehicles and equipment are located throughout the City and include:

- Passenger and light duty vehicles
- Medium commercial vehicles
- Agriculture and industrial equipment
- Off the road and lawn and garden equipment

BACKGROUND (Continued)

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 604 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

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

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 10, 2011, City Council authorized a three-year service contract for flat tire repair, foam filling and re-capping services for vehicles and equipment citywide by Resolution No. 11-1976.

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$1,010,152.00 - Current Funds (subject to annual appropriations)
\$ 197,984.72 - Sanitation Current Funds (subject to annual appropriations)
\$ 58,168.80 - Stormwater Drainage Management Current Funds (subject to annual appropriations)
\$ 19,128.00 - Water Utilities Current Funds (subject to annual appropriations)
\$ 1,984.00 - Aviation Current Funds (subject to annual appropriations)

M/WBE INFORMATION

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

604 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

Wingfoot Commercial Tire

White Male	8	White Female	2
Black Male	5	Black Female	0
Hispanic Male	43	Hispanic Female	2
Other Male	3	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BN1608 and opened on December 18, 2015. This service contract is being awarded to the lowest responsive and responsible bidder by groups. Information related to this solicitation is available upon request.

*Denotes successful bidder

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Wingfoot Commercial Tire	3160 Irving Boulevard Dallas, TX 75247	Multiple Groups
Tire Centers, LLC	3101 Houston School Road Lancaster, TX 75134	Multiple Groups
Southern Tire Mart, LLC	529 Industrial Park Road Columbia, MS 39429	Multiple Groups
Ware's Giant Tire Service, LLC	2641 County Road 615 Alvarado, TX 76009	Multiple Groups
A to Z Tire & Battery, Inc.	812 SW 4 th Avenue Amarillo, TX 79101-1216	Multiple Groups

OWNER

Wingfoot Commercial Tire

Paul Wanstreet, President
Steve Wilton, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year service contract for tire repair and recapping services – Wingfoot Commercial Tire, lowest responsible bidder of five – Not to exceed \$1,287,418 – Financing: Current Funds (\$1,010,152), Sanitation Current Funds (\$197,985), Stormwater Drainage Management Current Funds (\$58,169), Water Utilities Current Funds (\$19,128) and Aviation Current Funds (\$1,984) (subject to annual appropriations)

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

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,287,417.52	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$1,287,417.52	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

WHEREAS, on August 10, 2011, City Council authorized a three-year service contract for flat tire repair, foam filling and re-capping services for vehicles and equipment citywide by Resolution No. 11-1976; and,

WHEREAS, on July 11, 2014, Administrative Action No. 14-6287 authorized supplemental agreement no. 1 to extend the service contract for flat tire repair, foam filling and re-capping services for vehicles and equipment citywide for one year, from August 23, 2014 to August 23, 2015; and,

WHEREAS, on April 24, 2015, Administrative Action No. 15-5932 authorized the extension to the service contract for flat tire repair, foam filling and re-capping services for vehicles and equipment citywide for six months, from August 23, 2015 to February 23, 2016 and an increase in an amount of \$50,000, increasing the contract amount from \$1,112,891 to \$1,162,891; and,

WHEREAS, on November 24, 2015, Administrative Action No. 15-7328 authorized supplemental agreement no. 3 to increase the service contract for flat tire repair, foam filling and re-capping services for vehicles and equipment citywide in an amount of \$50,000, increasing the contract amount from \$1,162,891 to \$1,212,891;

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 Wingfoot Commercial Tire (VS0000081369) for tire repair and recapping services for a term of three years in an amount not to exceed \$1,287,417.52, 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 Wingfoot Commercial Tire shall be based only on the amount of services directed to be performed by the City and properly performed by Wingfoot Commercial Tire under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,287,417.52 (subject to annual appropriations) from Service Contract number BN1608.

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: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Trinity Watershed Management

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

MAPSCO: N/A

SUBJECT

Authorize a three-year service contract, with one twelve-month renewal option, for electric motor repair services for Trinity Watershed Management - Evans Enterprises, Inc., lowest responsible bidder of two - Not to exceed \$1,867,476 - Financing: Stormwater Drainage Management Current Funds (subject to annual appropriations)

BACKGROUND

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

This service contract will provide for electric motor repairs which includes rebuilding, diagnostic testing and maintenance of approximately 105 electric motors. Electric motors provide power for pumps and sluice gates at various stations, located throughout the City. The electric motors range in size from 5 to 3000 horse power and are used to pump a maximum of 4.3 billion gallons of stormwater per day for Trinity Watershed Management's Flood Control Division.

Electric motor repair services are essential in providing continuous, reliable operation and to comply with United States Army Corps of Engineers requirements, Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) permit requirements.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 267 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone.

BACKGROUND (Continued)

Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 27, 2011, City Council authorized a three-year service contract for inspections, preventive maintenance, diagnostic testing and repair services of electric switchgear and motors by Resolution No. 11-1110

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$1,867,476.00 - Stormwater Drainage Management Current Funds (subject to annual appropriations)

M/WBE INFORMATION

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

267 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

Evans Enterprises, Inc.

White Male	35	White Female	6
Black Male	2	Black Female	1
Hispanic Male	8	Hispanic Female	1
Other Male	0	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BM1538 and were opened on December 4, 2015. This service contract is being awarded to the lowest responsive and responsible bidder by group. Information related to this solicitation is available upon request.

*Denotes successful bidder

<u>Bidders</u>	<u>Address</u>	<u>Amount</u>
*Evans Enterprises, Inc.	201 S. Industrial Dr. Waco, TX 76710	Multiple Groups
Allen's Electric Motor Services, Inc.	400 Roy Hoppy Hopkins Dr. Vivian, LA 71082	Multiple Groups

OWNER

Evans Enterprises, Inc.

Syndy Thrash, President
David Brantley, Vice President
David Woodman, Secretary

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year service contract, with one twelve-month renewal option, for electric motor repair services for Trinity Watershed Management - Evans Enterprises, Inc., lowest responsible bidder of two - Not to exceed \$1,867,476 - Financing: Stormwater Drainage Management Current Funds (subject to annual appropriations)

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

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$1,867,476.00	100.00%
TOTAL CONTRACT	\$1,867,476.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

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 Evans Enterprises, Inc. (517530) for electric motor repair services for Trinity Watershed Management for a term of three years, with one twelve-month renewal option, in an amount not to exceed \$1,867,476.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Evans Enterprises, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Evans Enterprises, Inc. under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,867,476.00 (subject to annual appropriations) from Service Contract number BM1538.

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:	April 13, 2016
COUNCIL DISTRICT(S):	All
DEPARTMENT:	Business Development & Procurement Services Communication and Information Services
CMO:	Jeanne Chipperfield, 670-7804 Mark McDaniel, 670-3256
MAPSCO:	N/A

SUBJECT

Authorize a five-year service contract for continuous software maintenance and support for Oracle database license products - Mythics, Inc., most advantageous proposer of two - Not to exceed \$4,143,500 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This service contract will provide for continuous software maintenance and support for Oracle database license products assigned to the City that are used to create and manage database files for various City systems.

Software maintenance and support allows Communication and Information Services (CIS) the ability to respond effectively to a wide variety of critical issues such as database outages, data corruption and application performance issues by contacting dedicated technical experts twenty-four hours a day, seven days a week that are familiar with the City's environment. Additional maintenance include version upgrades, patches and bug fixes as well as security alerts and other pertinent information that enables CIS staff to proactively provide the best possible technical services to our customers.

Examples of City systems utilizing Oracle databases includes:

- SAP Billing and Invoicing System for Water Utilities
- CGI Advantage Financial System Application
- Lawson Human Resources Information System (HRIS)
- Police Department Record Management System (RMS)

BACKGROUND (Continued)

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

- Business Development & Procurement Services (2)*
- Communication and Information Services (2)
- Water Utilities (1)
- Police (1)
- Sustainable Development & Construction (1)

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

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

- Cost 50%
- Experience and capability 35%
- Business Inclusion and Development Plan 15%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 1,109 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 24, 2013, City Council authorized a three-year service contract for maintenance and support of Oracle database licenses by Resolution No. 13-0697.

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$4,143,499.70 - Current Funds (subject to annual appropriations)

M/WBE INFORMATION

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

1,109 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

Mythics, Inc.

White Male	134	White Female	66
Black Male	15	Black Female	14
Hispanic Male	6	Hispanic Female	3
Other Male	29	Other Female	13

PROPOSAL INFORMATION

The following proposals were received from solicitation number BUZ1603 and were opened on December 4, 2015. This service contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*Mythics, Inc.	1439 N. Great Neck Rd. Virginia Beach, VA 23454	86%	\$4,143,499.70
RFD & Associates, Inc.	410 Camp Craft Rd. Austin, TX 78746	76%	\$4,209,819.80

OWNER

Mythics, Inc.

Gary Newman, President

Richard Welborn, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a five-year service contract for continuous software maintenance and support for Oracle database license products - Mythics, Inc., most advantageous proposer of two - Not to exceed \$4,143,500 - Financing: Current Funds (subject to annual appropriations)

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

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$4,143,499.70	100.00%
TOTAL CONTRACT	\$4,143,499.70	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

WHEREAS, on April 24, 2013, City Council authorized a three-year service contract for maintenance and support of Oracle database licenses by Resolution No. 13-0697;

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 Mythics, Inc. (VS0000023852) for continuous software maintenance and support for Oracle database license products for a term of five years in an amount not to exceed \$4,143,499.70, 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 Mythics, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Mythics, Inc. under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$4,143,499.70 (subject to annual appropriations) from Service Contract number MASCDV20ORACLE.

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

AGENDA ITEM # 9

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 2

DEPARTMENT: Business Development & Procurement Services
Communication and Information Services
Police

CMO: Jeanne Chipperfield, 670-7804
Mark McDaniel, 670-3256
Eric Campbell, 670-3255

MAPSCO: 45-U

SUBJECT

Authorize an acquisition contract for the purchase of audio and visual equipment to repair the video wall system in the Fusion Center at Jack Evans Police Headquarters - Audio Fidelity Communications Corporation dba Whitlock, through the Department of Information Resources, State of Texas Cooperative Contract - Not to exceed \$99,819 - Financing: U. S. Department of Homeland Security Grant Funds

BACKGROUND

This acquisition contract will allow for the purchase of audio and visual equipment to repair the video wall system in the Fusion Center at Jack Evans Police Headquarters. These repairs will include the replacement of 72 imaging projectors which will enhance the existing technology of the Fusion Center. These enhancements will allow the Police Department to operate more effectively and efficiently.

The Fusion Center has proven to be a very productive tool for Police by serving as the sole collection, analysis, and dissemination point of criminal intelligence and criminal activities. This center is also used as an "Operations Center" where the command and control of multiple officers is critical during major police situations such as terrorist acts and hostage situations.

The video wall allows for high resolution display of multiple images simultaneously of information and intelligence used in solving crimes and to monitor events in a real time environment.

BACKGROUND (Continued)

Some of the display capabilities of the video wall are:

- Real time camera feeds from downtown and undercover sites
- Crime incidents maps
- Real time tracking of Police and undercover vehicles on maps
- News feeds from across the nation
- Display information of Fusion Center individual computers
- Images and maps related to locating lost or kidnapped individuals

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 8, 2010, City Council authorized the purchase of audio and visual equipment to replace the video wall system in the Fusion Center at Jack Evans Police Headquarters by Resolution No. 10-2986.

Information about this item was provided to the Public Safety Committee on March 28, 2016.

FISCAL INFORMATION

\$99,818.46 - U. S. Department of Homeland Security Grant Funds

ETHNIC COMPOSITION

Audio Fidelity Communications Corporation dba Whitlock

White Male	448	White Female	95
Black Male	55	Black Female	11
Hispanic Male	62	Hispanic Female	6
Other Male	57	Other Female	4

OWNER

Audio Fidelity Communications Corporation dba Whitlock

Doug Hall, Chief Executive Officer
Roger Patrick, Chief Operations Officer
Mark Baker, Chief Financial Officer

April 13, 2016

WHEREAS, on December 8, 2010, City Council authorized the purchase of audio and visual equipment to replace the video wall system in the Fusion Center at Jack Evans Police Headquarters by Resolution No. 10-2986;

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to execute an acquisition contract with Audio Fidelity Communications Corporation dba Whitlock (VS0000068817) through the Department of Information Resources, State of Texas Cooperative Contract for the purchase of audio and visual equipment to repair the video wall system in the Fusion Center at Jack Evans Police Headquarters in an amount not to exceed \$99,818.46, 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 Audio Fidelity Communications Corporation dba Whitlock shall be based only on the amount of the services directed to be performed by the City and properly performed by Audio Fidelity Communications Corporation dba Whitlock under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriation in an amount not to exceed \$99,818.46:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>AMOUNT</u>	<u>FY</u>	<u>ENCUMBRANCE</u>
F479	MGT	1819	2770	\$99,818.46	2016	CTDPDPX2135CR16G19

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: April 13, 2016

COUNCIL DISTRICT(S): 8

DEPARTMENT: Business Development & Procurement Services
Sanitation Services

CMO: Jeanne Chipperfield, 670-7804
Joey Zapata, 670-3009

MAPSCO: 67K

SUBJECT

Authorize the purchase of portable litter screens for the McCommas Bluff Landfill – Metta Technologies, Inc., lowest responsible bidder of four – Not to exceed \$82,380 – Financing: Sanitation Current Funds

BACKGROUND

This action will allow for the purchase of 17 portable litter screens which will be used at the City of Dallas McCommas Bluff Landfill to contain blown litter. During high winds lightweight paper and plastic waste can be blown off the working face as the refuse trucks unload. The solid waste permit for the landfill requires that windblown debris be picked up on a daily basis and returned to the working face. The portable litter screens are approximately 24 feet long by 15 feet tall covered with a durable wire netting designed to capture windblown litter and to move with the working face as it progresses across the active portion of the landfill. The litter screens will be placed as close to the working face as possible to keep the windblown litter confined to a smaller area, thus, making litter collection more efficient.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 2,367 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone.

BACKGROUND (Continued)

Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$82,379.28 - Sanitation Current Funds

M/WBE INFORMATION

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

2,367 – M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

Metta Technologies, Inc.

White Male	9	White Female	0
Black Male	0	Black Female	0
Hispanic Male	3	Hispanic Female	0
Other Male	0	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BN1618 and were opened on January 11, 2016. This purchase is being awarded in its entirety to the lowest responsive and responsible bidder.

*Denotes successful bidder

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Metta Technologies, Inc.	2233 Parkwood Ave. #3 Toledo, OH 43620	\$ 82,379.28
Hawaii Drillers, Inc. dba Coastal Netting Systems	2933 Sixteenth St. Bakersfield, CA 93301	\$ 84,800.00
Carr and Associates, LLC	6377 Fremont Pike Perrysburg, OH 43551	\$ 86,549.04
Judge Netting, Inc.	427 E. 17 th St. Costa Mesa, CA 92627	\$118,000.00

OWNER

Metta Technologies, Inc.

David Haas, President
Harold Kinker, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize the purchase of portable litter screens for the McCommas Bluff Landfill – Metta Technologies, Inc., lowest responsible bidder of four – Not to exceed \$82,380 – Financing: Sanitation Current Funds

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

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$82,379.28	100.00%
TOTAL CONTRACT	\$82,379.28	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

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

Section 1. That the purchase of portable litter screens for the McCommas Bluff Landfill is authorized with Metta Technologies, Inc. (VS88720) in an amount not to exceed \$82,379.28.

Section 2. That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for portable litter screens for the McCommas Bluff Landfill. If a formal contract is required for this purchase instead of a purchase order, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriation in an amount not to exceed \$82,379.28:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>Encumbrance</u>
0440	SAN	3591	2720	\$82,379.28	POSAN00000124594

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

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 6

DEPARTMENT: Business Development & Procurement Services
Sanitation Services

CMO: Jeanne Chipperfield, 670-7804
Joey Zapata, 670-3009

MAPSCO: 33-F

SUBJECT

Authorize the purchase of one stationary electric refuse loader for the Bachman Transfer Station - FTR Equipment dba Forestry Supply Services, Inc., lowest responsible bidder of two - Not to exceed \$179,170 - Financing: Sanitation Current Funds

BACKGROUND

This contract will allow for the purchase of one stationary electric refuse loader. The stationary electric refuse loader is equipped with a grappler attachment which is designed for handling and densifying municipal solid waste (MSW) at the Bachman Transfer Station on Harry Hines Boulevard. The stationary electric refuse loader will assist with safely loading, tampering and distributing MSW in the transfer trailers for safe transportation to the landfill or recycling center. The current stationary electric refuse loader was purchased in 1998 and has served more than its life expectancy of 10 years. The stationary electric refuse loader has had mechanical repairs such as cracked pins, metal fatigue, hydraulic cylinders leaking, and cracked welds due to the age of the equipment.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 436 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$179,170.00 - Sanitation Current Funds

M/WBE INFORMATION

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

436 – M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

FTR Equipment dba Forestry Supply Services, Inc.

White Male	9	White Female	2
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BN1601 and were opened on January 8, 2016. This purchase is being awarded in its entirety to the lowest responsive and responsible bidder.

*Denotes successful bidder

BID INFORMATION (Continued)

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*FTR Equipment dba Forestry Supply Services, Inc. (Rotobec 945 SM-X)	3853 S. U. S. Hwy. 69 Lufkin, TX 75901	\$179,170.00
FTR Equipment dba Forestry Supply Services, Inc. (Builtrite 1300-E)	3853 S. U. S. Hwy. 69 Lufkin, TX 75901	\$208,187.00

OWNER

FTR Equipment dba Forestry Supply Services, Inc.

Michael D. Whitworth, President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize the purchase of one stationary electric refuse loader for the Bachman Transfer Station - FTR Equipment dba Forestry Supply Services, Inc., lowest responsible bidder of two - Not to exceed \$179,170 - Financing: Sanitation Current Funds

FTR Equipment dba Forestry Supply Services, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$179,170.00	100.00%
TOTAL CONTRACT	\$179,170.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

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

Section 1. That the purchase of one stationary electric refuse loader for the Bachman Transfer Station is authorized with FTR Equipment dba Forestry Supply Services, Inc. (VS0000080671) in an amount not to exceed \$179,170.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for one stationary electric refuse loader for the Bachman Transfer Station. If a formal contract is required for this purchase instead of a purchase order, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriation in an amount not to exceed \$179,170.00:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>Encumbrance</u>
0440	SAN	3593	4720	\$179,170.00	POSAN00000124781

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

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Water Utilities

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

MAPSCO: N/A

SUBJECT

Authorize a three-year master agreement for cast iron fittings - Fortiline, Inc. in the amount of \$100,000 and Ferguson Enterprises in the amount of \$100,000, lowest responsible bidders of two - Total not to exceed \$200,000 - Financing: Water Utilities Current Funds

BACKGROUND

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

This master agreement will provide for the purchase of additional cast iron fittings of various types and sizes that were not included in the item authorized by Council on August 12, 2015. Fittings utilized in this agreement will allow Water Utilities (DWU) field crew personnel to repair, replace and make required adjustments to water pipe lines within distribution systems. The cast iron fittings are connected to the system's potable water pipelines which service Dallas residents and customer cities. DWU will be utilizing these fittings in the repair of residential and commercial piping, water meters, bypass valves and other apparatuses as needed at existing locations and new installations. DWU maintains 5,024 miles of water mains throughout the water distribution system.

This solicitation was structured in a manner which required bidders to submit a percentage discount from manufacturer catalog based on an estimated expenditure amount. This bid resulted in an average discount of 30.75% compared to an average discount of 46.00% received in 2012.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 377 email bid notifications to vendors registered under respective commodities.

BACKGROUND (Continued)

To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 26, 2012, City Council authorized a three-year master agreement for the purchase of cast iron fittings by Resolution No. 12-2349.

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$200,000.00 - Water Utilities Current Funds

M/WBE INFORMATION

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

377 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardees have fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

Fortiline, Inc.

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

ETHNIC COMPOSITION (Continued)

Ferguson Enterprises

White Male	5	White Female	0
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BM1607 and were opened on January 22, 2016. This master agreement is being awarded to the lowest responsive and responsible bidders by line. Information related to this solicitation is available upon request.

*Denotes successful bidders

<u>Bidders</u>	<u>Address</u>	<u>Amount</u>
*Fortiline, Inc.	11200 Seagoville Rd. Balch Springs, TX 75180	Multiple Lines
*Ferguson Enterprises	7982 Highway 69 N. Tyler, TX 75706	Multiple Lines

OWNERS

Fortiline, Inc.

Tim Tysinger, President
James Cagle, Vice President
Jason Painter, Secretary

Ferguson Enterprises

Frank Roach, President
Kevin Michael Murphy, Vice President
Dave Kelter, Treasurer

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year master agreement for cast iron fittings - Fortiline, Inc. in the amount of \$100,000 and Ferguson Enterprises in the amount of \$100,000, lowest responsible bidders of two - Total not to exceed \$200,000 - Financing: Water Utilities Current Funds

Fortiline, Inc. and Ferguson Enterprises are non-local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforce.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$200,000.00	100.00%
TOTAL CONTRACT	\$200,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

WHEREAS, on September 26, 2012, City Council authorized a three-year master agreement for the purchase of cast iron fittings by Resolution No. 12-2349;

NOW, THEREFORE,

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

Section 1. That a master agreement for the purchase of cast iron fittings is authorized with Fortiline, Inc. (VS0000073028) in the amount of \$100,000.00 and Ferguson Enterprises (VS87464) in the amount of \$100,000.00 for a term of three years in a total amount not to exceed \$200,000.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for cast iron fittings. If a written contract is required or requested for any or all purchases of cast iron fittings under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$200,000.00 from Master Agreement number BM1607.

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

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
Fire
Park & Recreation
Housing/Community Services
Equipment & Building Services
Convention and Event Services
Code Compliance
Trinity Watershed Management

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837
Eric Campbell, 670-3255
Willis Winters, 670-4071
Alan Sims, Chief of Neighborhood Plus, 670-1611
Jill A. Jordan, P.E., 670-5299
Joey Zapata, 670-3009
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize a three-year master agreement for paint and sundries to be used for maintaining various City facilities, equipment and City projects - PPG Architectural Finishes, Inc. in the amount of \$811,480, Ozark Materials, LLC in the amount of \$42,503 and Kelly Moore Paint Company, Inc. in the amount of \$42,473, lowest responsible bidders of four - Total not to exceed \$896,456 - Financing: Current Funds (\$694,264), Aviation Current Funds (\$87,257), Convention and Event Services Current Funds (\$75,747) and Stormwater Drainage Management Current Funds (\$39,188)

BACKGROUND

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

This master agreement will provide for the purchase of approximately 71,000 gallons of various types and colors of paint and approximately 80 varieties of sundries to be used citywide for various City related projects.

BACKGROUND (Continued)

Departments utilizing this agreement are:

- Housing/Community Services - uses paint for People Helping People program
- Trinity Watershed Management - uses paint to maintain flood control pump stations
- Aviation - uses paint to service Love Field, Dallas Executive Airport and Heliport
- Equipment and Building Services - uses paint to maintain approximately 1,145 facilities Citywide
- Convention and Event Services - uses paint for the upkeep and maintenance of the Dallas Convention Center and to cover graffiti
- Fire - uses paint to help maintain approximately 75 fire buildings, including fire stations
- Code Compliance - uses paint to cover graffiti
- Park & Recreation - uses paint for maintenance of outdoor structures

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services used its procurement system to send out 284 email bid notifications to vendors registered under respective commodities. To further increase competition, Business Development and Procurement Services uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 23, 2012, City Council authorized a three-year master agreement for paint and sundries to be used for maintaining various City facilities and equipment by Resolution No. 12-1374.

On December 10, 2014, City Council authorized an increase to the master agreement for the purchase of paint and sundries for maintaining various City facilities and equipment by Resolution No. 14-2092.

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$694,264.13 - Current Funds

\$ 87,256.44 - Aviation Current Funds

\$ 75,747.40 - Convention and Event Services Current Funds

\$ 39,187.50 - Stormwater Drainage Management Current Funds

M/WBE INFORMATION

47 - Vendors contacted

47 - No response

0 - Response (Bid)

0 - Response (No Bid)

0 - Successful

284 M/WBE and Non-M/WBE vendors were contacted

The recommended awardees have fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

PPG Architectural Finishes, Inc.

White Male	64	White Female	4
Black Male	12	Black Female	0
Hispanic Male	32	Hispanic Female	0
Other Male	1	Other Female	1

Ozark Materials, LLC

White Male	20	White Female	8
Black Male	31	Black Female	5
Hispanic Male	4	Hispanic Female	0
Other Male	1	Other Female	0

Kelly Moore Paint Company, Inc.

White Male	61	White Female	3
Black Male	6	Black Female	0
Hispanic Male	14	Hispanic Female	0
Other Male	2	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BE1503 and were opened on October 23, 2015. This master agreement is being awarded to the lowest responsive and responsible bidders by group. Information related to this solicitation is available upon request.

*Denotes successful bidders

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*PPG Architectural Finishes, Inc.	One PPG Pl. Pittsburgh, PA 15272	Multiple Groups
*Ozark Materials, LLC	591 Glendale Ave. Greenville, AL 36037	Multiple Groups
*Kelly Moore Paint Company, Inc.	2755 Irving Blvd. Dallas, TX 75207	Multiple Groups
The Sherwin Williams Company	2506 Florence St. Dallas, TX 75204	Non-responsive**

**The Sherwin Williams Company was deemed non-responsive due to not meeting specifications.

OWNERS

PPG Architectural Finishes, Inc.

Scott Sinetar, President
Thomas Maziarz, Vice President
Anne Foulkes, Secretary
Eric Thiele, Treasurer

Ozark Materials, LLC

Jeffrey Webb, President
Mike Dean, Vice President

Kelly Moore Paint Company, Inc.

Steven Devoe, President
Jim Alberts, Vice President
Roy George, Treasurer

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year master agreement for paint and sundries to be used for maintaining various City facilities, equipment and City projects - PPG Architectural Finishes, Inc. in the amount of \$811,480, Ozark Materials, LLC in the amount of \$42,503 and Kelly Moore Paint Company, Inc. in the amount of \$42,473, lowest responsible bidders of four - Total not to exceed \$896,456 - Financing: Current Funds (\$694,264), Aviation Current Funds (\$87,257), Convention and Event Services Current Funds (\$75,747) and Stormwater Drainage Management Current Funds (\$39,188)

PPG Architectural Finishes, Inc. and Ozark Materials, LLC are non-local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforces. Kelly Moore Paint Company, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$42,472.59	4.74%
Total non-local contracts	\$853,982.88	95.26%
TOTAL CONTRACT	\$896,455.47	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

WHEREAS, on May 23, 2012, City Council authorized a three-year master agreement for paint and sundries to be used for maintaining various City facilities and equipment by Resolution No. 12-1374; and,

WHEREAS, on December 10, 2014, City Council authorized an increase to the master agreement for the purchase of paint and sundries for maintaining various City facilities and equipment by Resolution No. 14-2092;

NOW, THEREFORE,

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

Section 1. That a master agreement for the purchase of paint and sundries to be used for maintaining various City facilities, equipment and City projects is authorized with PPG Architectural Finishes, Inc. (VS0000063319) in the amount of \$811,480.24, Ozark Materials, LLC (VS88031) in the amount of \$42,502.64 and Kelly Moore Paint Company, Inc. (034702) in the amount of \$42,472.59 for a term of three years in a total amount not to exceed \$896,455.47.

Section 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for paint and sundries to be used for maintaining various City facilities, equipment and City projects. If a written contract is required or requested for any or all purchases of paint and sundries to be used for maintaining various City facilities, equipment and City projects under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$896,455.47 from Master Agreement number BE1503.

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

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
Convention and Event Services
Equipment & Building Services
Trinity Watershed Management
Water Utilities

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

MAPSCO: N/A

SUBJECT

Authorize a three-year master agreement for hand and power tools - Sid Tool Co., Inc. dba MSC Industrial Supply Co. in the amount of \$2,720,901, Colonial Hardware Corporation in the amount of \$1,655,230, Simba Industries in the amount of \$1,440,288, Mavich, LLC in the amount of \$367,567, Nationwide Supplies, LP in the amount of \$270,431, Longhorn, Inc. in the amount of \$121,400, Hilti, Inc. in the amount of \$60,715, Fort Worth Bolt & Tool Company, LLP in the amount of \$52,960, Evco Partners LP dba Burgoon Company in the amount of \$32,500, Joe Jeter Sales in the amount of \$20,000 and Fastenal Company in the amount of \$14,500, lowest responsible bidders of thirteen - Total not to exceed \$6,756,492 - Financing: Current Funds (\$4,079,697), Water Utilities Current Funds (\$2,201,545), Aviation Current Funds (\$231,150), Stormwater Drainage Management Current Funds (\$131,300) and Convention and Event Services Current Funds (\$112,800)

BACKGROUND

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

BACKGROUND (Continued)

This master agreement will provide for the purchase of hand and power tools such as:

- Floor jacks
- Tool belts
- Drill bits
- Ladders
- Saws
- Hammers
- Wrenches

Hand and power tools are used by City employees throughout the City during day-to-day operations and emergency situations to maintain and repair City facilities, equipment and roads.

The solicitation was structured in a manner which required bidders to submit a response using discounts from manufacturer list price based on an estimated expenditure amount. This bid resulted in a 31.1% average discount compared to a 32.6% average discount for the bid awarded in 2013.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 164 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 23, 2013, City Council authorized a three-year master agreement for industrial equipment, tools, and supplies by Resolution No 13-0173.

On June 10, 2015, City Council authorized an increase to the master agreement for industrial equipment, tools and supplies by Resolution No 15-1048.

On February 24, 2016, City Council executed the casting of lots to identify the recommended vendor resulting from tie bids on lines 94, 115, 129, 133, 156 and 162 for bid BE1504, for a three-year master agreement for the purchase of hand and power tools by Resolution No. 16-0390.

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$4,079,696.74 - Current Funds
\$2,201,545.00 - Water Utilities Current Funds
\$ 231,150.00 - Aviation Current Funds
\$ 131,300.00 - Stormwater Drainage Management Current Funds
\$ 112,800.00 - Convention and Event Services Current Funds

M/WBE INFORMATION

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

164 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardees have fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

Sid Tool Co., Inc. dba MSC Industrial Supply Co.

White Male	35	White Female	21
Black Male	0	Black Female	2
Hispanic Male	1	Hispanic Female	1
Other Male	1	Other Female	1

Colonial Hardware Corporation

White Male	28	White Female	10
Black Male	13	Black Female	5
Hispanic Male	3	Hispanic Female	5
Other Male	0	Other Female	0

Simba Industries

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

ETHNIC COMPOSITION (Continued)

Mavich, LLC

White Male	3	White Female	6
Black Male	0	Black Female	1
Hispanic Male	0	Hispanic Female	3
Other Male	0	Other Female	1

Nationwide Supplies, LP

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

Longhorn, Inc.

White Male	13	White Female	3
Black Male	1	Black Female	0
Hispanic Male	9	Hispanic Female	1
Other Male	0	Other Female	0

Hilti, Inc.

White Male	578	White Female	246
Black Male	32	Black Female	12
Hispanic Male	49	Hispanic Female	21
Other Male	44	Other Female	20

Fort Worth Bolt & Tool Company, LLP

White Male	31	White Female	11
Black Male	8	Black Female	0
Hispanic Male	6	Hispanic Female	1
Other Male	0	Other Female	0

Evco Partners LP dba Burgoon Company

White Male	2	White Female	10
Black Male	0	Black Female	6
Hispanic Male	0	Hispanic Female	1
Other Male	0	Other Female	1

ETHNIC COMPOSITION (Continued)

Joe Jeter Sales

White Male	4	White Female	2
Black Male	0	Black Female	0
Hispanic Male	1	Hispanic Female	0
Other Male	0	Other Female	0

Fastenal Company

White Male	31	White Female	4
Black Male	3	Black Female	1
Hispanic Male	6	Hispanic Female	1
Other Male	0	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BE1504 and were opened on October 23, 2015. This master agreement will be awarded to the lowest responsive and responsible bidders by line. Information related to this solicitation is available upon request.

*Denotes successful bidders

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Sid Tool Co., Inc. dba MSC Industrial Supply Co.	15600 Trinity Blvd. Ste. 104 Ft. Worth, TX 76155	Multiple Lines
*Colonial Hardware Corporation	1506 South Frazier St. Conroe, TX 77301	Multiple Lines
*Simba Industries	753 Port America Pl. Ste. 210 Grapevine, TX 76051	Multiple Lines
*Mavich, LLC	525 Commerce St. Southlake, TX 76092	Multiple Lines
*Nationwide Supplies, LP	2301 Executive Dr. #B Garland, TX 75041	Multiple Lines
*Longhorn, Inc.	2640 Tarna Dr. Dallas, TX 75229	Multiple Lines

BID INFORMATION (Continued)

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Hilti, Inc.	5400 South 122 nd E. Ave. Tulsa, OK 74146	Multiple Lines
*Fort Worth Bolt & Tool Company, LLP	500 South Jennings Ave. Ft. Worth, TX 76104	Multiple Lines
*Evco Partners LP dba Burgoon Company	2727 Broadway Galveston, TX 77550	Multiple Lines
*Joe Jeter Sales	306 Hockaday Ave. Garland, TX 75043	Multiple Lines
*Fastenal Company	2001 Theurer Blvd. Winona, MN 88987	Multiple Lines
Crawford & Wilson Enterprises, Inc.	1251 Industrial Blvd. Ste. A Plano, TX 75074	Multiple Lines
O'Reilly Auto Enterprises, LLC	233 S. Patterson Springfield, MO 65802	Non-responsive**

**O'Reilly Auto Enterprises, LLC was deemed non-responsive due to not meeting specifications.

OWNERS

Sid Tool Co., Inc. dba MSC Industrial Supply Co.

Erik Gershwind, President
Doug Jones, Vice President
Steve Armstrong, Secretary
Rustom Jilla, Treasurer

Colonial Hardware Corporation

Michael Joseph O'Connell, III, President
Philip Yonks, Vice President
Nicole O'Connell, Secretary
Susan Blake, Treasurer

OWNERS (Continued)

Simba Industries

Vickie L. Kasten, President

Mavich, LLC

Michelle Muntas-Manfredini, President
Chris Manfredini, Vice President
Karen Estrada, Treasurer

Nationwide Supplies, LP

Kristi Boylan, President
Patrick Boylan, Vice President

Longhorn, Inc.

Loyd Evans, President
Lynn Evans, Vice President
Tom Swor, Treasurer

Hilti, Inc.

Cary Evert, President
Eugene Hodel, Sr., Vice President
Kelly Beaver, Secretary
Eugene Hodel, Sr., Treasurer

Fort Worth Bolt & Tool Company, LLP

Stuart Hendry, President
Terry Earle, Vice President
Kenny Woodward, Secretary

Evco Partners LP dba Burgoon Company

Nancy Evans, President

OWNERS (Continued)

Joe Jeter Sales

Joe Jeter, President

Fastenal Company

Willard D. Oberton, President

James C. Jansen, Vice President

Nicholas J. Lundquist, Vice President

Kenneth R. Nance, Vice President

Daniel L. Florness, Treasurer

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year master agreement for hand and power tools - Sid Tool Co., Inc. dba MSC Industrial Supply Co. in the amount of \$2,720,901, Colonial Hardware Corporation in the amount of \$1,655,230, Simba Industries in the amount of \$1,440,288, Mavich, LLC in the amount of \$367,567, Nationwide Supplies, LP in the amount of \$270,431, Longhorn, Inc. in the amount of \$121,400, Hilti, Inc. in the amount of \$60,715, Fort Worth Bolt & Tool Company, LLP in the amount of \$52,960, Evco Partners LP dba Burgoon Company in the amount of \$32,500, Joe Jeter Sales in the amount of \$20,000 and Fastenal Company in the amount of \$14,500, lowest responsible bidders of thirteen - Total not to exceed \$6,756,492 - Financing: Current Funds (\$4,079,697), Water Utilities Current Funds (\$2,201,545), Aviation Current Funds (\$231,150), Stormwater Drainage Management Current Funds (\$131,300) and Convention and Event Services Current Funds (\$112,800)

Sid Tools Co., Colonial Hardware Corporation, Hilti, Inc., Fort Worth Bolt and Fastenal Company are a non-local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and proposes to use their own work forces. Nationwide Supplies, LP., Longhorn, Inc. and Joe Jetter Sales LLC, are a local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own work force. Simba Industries is a local, woman owned firm, has signed the "Business Inclusion & Development" documentation, and proposes to use its own workforce. Marich, LLC is a non-local, minority owned firm, has signed the "Business Inclusion & Development" documentation, and proposes to use its own workforce. Evco Lp is a non-local, woman owned firm, has signed the "Business Inclusion & Development" documentation, and proposes to use its own work force.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,832,118.39	27.12%
Total non-local contracts	\$4,924,373.35	72.88%
TOTAL CONTRACT	\$6,756,491.74	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Simba Industries	WFWB6222N0616	\$1,440,288.00	78.61%
Total Minority - Local		\$1,440,288.00	78.61%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Mavich, LLC.	HFMB41034N0517	\$367,567.25	7.46%
Evco PArtners, LP, dba Burgoon Company	WFWB61876N0516	\$32,500.00	0.66%
Total Minority - Non-local		\$400,067.25	8.12%

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%	\$367,567.25	5.44%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$1,440,288.00	78.61%	\$1,472,788.00	21.80%
Total	\$1,440,288.00	78.61%	\$1,840,355.25	27.24%

April 13, 2016

WHEREAS, on January 23, 2013, City Council authorized a three-year master agreement for hand and power tools by Resolution No. 13-0173; and,

WHEREAS, on June 10, 2015, City Council authorized an increase to the master agreement for industrial equipment, tools and supplies by Resolution No 15-1048; and,

WHEREAS, on February 24, 2016, City Council executed the casting of lots to identify the recommended vendor resulting from tie bids on lines 94, 115, 129, 133, 156 and 162 for bid BE1504, for a three-year master agreement for the purchase of hand and power tools by Resolution No. 16-0390;

NOW, THEREFORE,

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

Section 1. That a master agreement for the purchase of hand and power tools is authorized with Sid Tool Co., Inc. dba MSC Industrial Supply Co. (150516) in the amount of \$2,720,901.20, Colonial Hardware Corporation (501147) in the amount of \$1,655,229.88, Simba Industries (519720) in the amount of \$1,440,288.00, Mavich, LLC (VS88952) in the amount of \$367,567.25, Nationwide Supplies, LP (VS000002561) in the amount of \$270,430.39, Longhorn, Inc. (VS000005048) in the amount of \$121,400.00, Hilti, Inc. (079626) in the amount of \$60,715.02, Fort Worth Bolt & Tool Company (VS0000034085) in the amount of \$52,960.00, Evco Partners LP dba Burgoon Company (246097) in the amount of \$32,500.00, Joe Jeter Sales (149596) in the amount of \$20,000.00 and Fastenal Company (331296) in the amount of \$14,500.00, for a term of three years in a total amount not to exceed \$6,756,491.74.

Section 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for hand and power tools. If a written contract is required or requested for any or all purchases of hand and power tools under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$6,756,491.74 from Master Agreement number BE1504.

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

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
Equipment & Building Services
Sanitation Services
Trinity Watershed Management
Water Utilities

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837
Joey Zapata, 670-3009
Jill A. Jordan, P.E., 670-5299
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize **(1)** supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with Park Cities Ford Lincoln in the amount of \$1,125,289, from \$4,501,157 to \$5,626,446, Holt Texas, Ltd. in the amount of \$1,068,056, from \$4,272,225 to \$5,340,281, Kirby-Smith Machinery, Inc. in the amount of \$803,355, from \$3,213,421 to \$4,016,776, AutoNation Chevrolet Galleria in the amount of \$516,787, from \$2,067,150 to \$2,583,937, Southwest International Trucks, Inc. in the amount of \$507,035, from \$2,028,140 to \$2,535,175, Bobcat of Dallas in the amount of \$335,038, from \$1,340,155 to \$1,675,193, Rush Medium Duty Truck Center, Dallas in the amount of \$332,351, from \$1,329,405 to \$1,661,756, Romco Equipment Co., LLC in the amount of \$331,065, from \$1,324,263 to \$1,655,328, Freedom Dodge dba Duncanville Automotive in the amount of \$288,331, from \$1,153,325 to \$1,441,656, Rush Truck Center, Dallas Light and Medium Duty in the amount of \$278,940, from \$1,115,760 to \$1,394,700, Four Brothers Outdoor Power, Inc. in the amount of \$243,665, from \$974,660 to \$1,218,325 Sonic-Lute Riley, LP dba Lute Riley Honda in the amount of \$218,912, from \$875,650 to \$1,094,562, RDO Equipment Company in the amount of \$190,100, from \$760,400 to \$950,500, CLS Sewer Equipment Co., Inc. in the amount of \$146,900, from \$587,600 to \$734,500, EV Autos in the amount of \$134,687, from \$538,750 to \$673,437, Metro Fire Apparatus Specialists, Inc. in the amount of \$136,450, from \$545,800 to \$682,250, Kinloch Equipment and Supply, Inc. in the amount of \$114,712, from \$458,850 to \$573,562, Stewart & Stevenson, LLC in the amount of \$111,748, from \$446,994 to \$558,742, Larry M. Green dba Lone Star Trim in the amount of \$94,987, from \$379,950

SUBJECT (Continued)

to \$474,937, Industrial Disposal Supply Co., Ltd. in the amount of \$85,662, from \$342,650 to \$428,312, REV Ambulance Group Orlando, Inc. formerly known as Wheeled Coach Industries, Inc. in the amount of \$42,150, from \$168,600 to \$210,750, Texas Underground dba Underground, Inc. in the amount of \$40,412, from \$161,650 to \$202,062, Waterblasting Technologies, Inc. in the amount of \$22,500, from \$90,000 to \$112,500, H.D. Industries, Inc. in the amount of \$16,650, from \$66,600 to \$83,250, Witch Equipment Co., Inc. in the amount of \$15,146, from \$60,586 to \$75,732, Quality Fire Truck Parts, LLC in the amount of \$7,875, from \$31,500 to \$39,375, Landmark Equipment, Inc. in the amount of \$7,856, from \$31,425 to \$39,281, Dickson Equipment Co., Inc. in the amount of \$2,837, from \$11,350 to \$14,187 and Longhorn Harley-Davidson in the amount of \$2,080, from \$8,320 to \$10,400, lowest responsible bidders of thirty-five; **(2)** supplemental agreement no. 2 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with BTE Body Co., Inc. in the amount of \$332,300, from \$1,329,200 to \$1,661,500; and **(3)** supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts with MHC Kenworth in the amount of \$53,625, from \$214,500 to \$268,125 through the Texas Association of School Boards (BuyBoard), and to extend the service contracts term from July 7, 2016 to January 7, 2017 - Total not to exceed \$7,607,501, from \$30,430,036 to \$38,037,537 - Financing: Current Funds (\$5,826,716), Sanitation Current Funds (\$1,278,110), Water Utilities Current Funds (\$444,397), Aviation Current Funds (\$34,404) and Stormwater Drainage Management Current Funds (\$23,874) (subject to annual appropriations)

BACKGROUND

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

The increase to the service contract is necessary in order to allow sufficient time to complete the solicitation process. This service contract is used citywide to purchase original equipment manufacturer parts and labor to maintain City vehicles and equipment. The City has approximately 8,400 pieces of equipment ranging from light and heavy-duty trucks to excavators. This service contract will be used to supplement the City's need for factory authorized service repairs to City vehicles and equipment necessary to keep the equipment in good, reliable condition.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 4, 2011, City Council authorized (1) a three-year master agreement for parts to repair and maintain City vehicles and equipment; and (2) a three-year service contract for repair of City vehicles and equipment by Resolution No. 11-1259.

On August 24, 2011, City Council authorized (1) a three-year master agreement for original equipment manufacturer parts to repair and maintain City vehicles and equipment; and (2) a three-year service contract for repair of City vehicles and equipment by Resolution No. 11-2167.

On April 10, 2013, City Council authorized an increase in the master agreement for auto and truck OEM parts and service by Resolution No. 13-0607.

On June 26, 2013, City Council authorized (1) a three-year service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment; and (2) a three-year service contract for original equipment manufacturer parts by Resolution No. 13-1056.

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

- \$ 5,826,716.00 - Current Funds (subject to annual appropriations)
- \$ 1,278,110.00 - Sanitation Current Funds (subject to annual appropriations)
- \$ 444,397.00 - Water Utilities Current Funds (subject to annual appropriations)
- \$ 34,404.00 - Aviation Current Funds (subject to annual appropriations)
- \$ 23,874.00 - Stormwater Drainage Management Current Funds (subject to annual appropriations)

ETHNIC COMPOSITION

Park Cities Ford Lincoln

White Male	64	White Female	14
Black Male	13	Black Female	0
Hispanic Male	54	Hispanic Female	3
Other Male	6	Other Female	2

Holt Texas, Ltd.

White Male	189	White Female	24
Black Male	31	Black Female	3
Hispanic Male	53	Hispanic Female	9
Other Male	15	Other Female	2

ETHNIC COMPOSITION (Continued)

Kirby-Smith Machinery, Inc.

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

AutoNation Chevrolet Galleria

White Male	38	White Female	3
Black Male	1	Black Female	0
Hispanic Male	0	Hispanic Female	3
Other Male	7	Other Female	0

Southwest International Trucks, Inc.

White Male	253	White Female	41
Black Male	22	Black Female	1
Hispanic Male	82	Hispanic Female	9
Other Male	6	Other Female	0

Bobcat of Dallas

White Male	54	White Female	7
Black Male	1	Black Female	0
Hispanic Male	6	Hispanic Female	0
Other Male	0	Other Female	0

Rush Medium Duty Truck Center, Dallas

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

BTE Body Co., Inc.

White Male	12	White Female	2
Black Male	1	Black Female	1
Hispanic Male	9	Hispanic Female	1
Other Male	0	Other Female	0

ETHNIC COMPOSITION (Continued)

Romco Equipment Co., LLC

White Male	152	White Female	22
Black Male	9	Black Female	3
Hispanic Male	28	Hispanic Female	8
Other Male	5	Other Female	0

Freedom Dodge dba Duncanville Automotive

White Male	28	White Female	7
Black Male	23	Black Female	6
Hispanic Male	20	Hispanic Female	4
Other Male	2	Other Female	0

Rush Truck Center, Dallas Light and Medium Duty

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

Four Brothers Outdoor Power, Inc.

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

Sonic-Lute Riley, LP dba Lute Riley Honda

White Male	69	White Female	19
Black Male	13	Black Female	5
Hispanic Male	23	Hispanic Female	6
Other Male	35	Other Female	3

RDO Equipment Company

White Male	41	White Female	4
Black Male	5	Black Female	0
Hispanic Male	5	Hispanic Female	0
Other Male	0	Other Female	0

ETHNIC COMPOSITION (Continued)

CLS Sewer Equipment Co., Inc.

White Male	10	White Female	2
Black Male	1	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

EV Autos

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

Metro Fire Apparatus Specialists, Inc.

White Male	44	White Female	3
Black Male	3	Black Female	0
Hispanic Male	10	Hispanic Female	1
Other Male	0	Other Female	0

Kinloch Equipment and Supply, Inc.

White Male	8	White Female	0
Black Male	1	Black Female	0
Hispanic Male	0	Hispanic Female	1
Other Male	1	Other Female	0

Stewart & Stevenson, LLC

White Male	100	White Female	9
Black Male	18	Black Female	3
Hispanic Male	0	Hispanic Female	0
Other Male	6	Other Female	1

Larry M. Green dba Lone Star Trim

White Male	1	White Female	0
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

ETHNIC COMPOSITION (Continued)

Industrial Disposal Supply Co., Ltd.

White Male	14	White Female	9
Black Male	0	Black Female	0
Hispanic Male	3	Hispanic Female	2
Other Male	0	Other Female	0

REV Ambulance Group Orlando, Inc. formerly known as Wheeled Coach Industries, Inc.

White Male	217	White Female	39
Black Male	72	Black Female	13
Hispanic Male	249	Hispanic Female	29
Other Male	24	Other Female	3

Texas Underground dba Underground, Inc.

White Male	8	White Female	4
Black Male	2	Black Female	0
Hispanic Male	15	Hispanic Female	0
Other Male	0	Other Female	0

Waterblasting Technologies, Inc.

White Male	78	White Female	12
Black Male	1	Black Female	1
Hispanic Male	24	Hispanic Female	1
Other Male	2	Other Female	3

HD Industries, Inc

White Male	16	White Female	3
Black Male	2	Black Female	0
Hispanic Male	6	Hispanic Female	0
Other Male	0	Other Female	0

Witch Equipment Co., Inc.

White Male	23	White Female	1
Black Male	0	Black Female	0
Hispanic Male	4	Hispanic Female	1
Other Male	0	Other Female	0

ETHNIC COMPOSITION (Continued)

Quality Fire Truck Parts, LLC

White Male	0	White Female	1
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

Landmark Equipment, Inc.

White Male	42	White Female	8
Black Male	4	Black Female	1
Hispanic Male	7	Hispanic Female	0
Other Male	0	Other Female	2

Dickson Equipment Co., Inc

White Male	4	White Female	1
Black Male	1	Black Female	0
Hispanic Male	6	Hispanic Female	0
Other Male	0	Other Female	0

Longhorn Harley-Davidson

White Male	42	White Female	16
Black Male	1	Black Female	0
Hispanic Male	3	Hispanic Female	2
Other Male	0	Other Female	0

MHC Kenworth

White Male	67	White Female	3
Black Male	10	Black Female	0
Hispanic Male	33	Hispanic Female	2
Other Male	7	Other Female	0

OWNERS

Park Cities Ford Lincoln

Randall Reed, General Partner
Jeff Enright, Managing Partner

OWNERS (Continued)

Holt Texas, Ltd.

Allyn L. Archer, President

Kirby-Smith Machinery, Inc.

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

AutoNation Chevrolet Galleria

David Casto, President

Southwest International Trucks, Inc.

Russ Trimble, President
Jane Roth, Secretary

Bobcat of Dallas

Walter Berry, President
Steve Meadows, Vice President
Judy Worrell, Secretary

Rush Medium Duty Truck Center, Dallas

W. M. "Rusty" Rush, President

BTE Body Co., Inc.

Brian Bruckner, President

Romco Equipment Co., LLC

Charles Clarkson, President

Freedom Dodge dba Duncanville Automotive

Matt Stinson, President

OWNERS (Continued)

Rush Truck Center, Dallas Light and Medium Duty

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

Four Brothers Outdoor Power, Inc.

Rex Kelly, President

Sonic-Lute Riley, LP dba Lute Riley Honda

B. Scott Smith, President

RDO Equipment Company

Ron Offutt, President

CLS Sewer Equipment Co., Inc.

Jerry P. Sonnier II, President
Jennifer Sonnier, Secretary

EV Autos

Kenneth See, President

Metro Fire Apparatus Specialists, Inc.

Craig Russell, President

Kinloch Equipment and Supply, Inc.

Todd Kinloch, President

Stewart & Stevenson, LLC

Bill Simmons, President

Larry M. Green dba Lone Star Trim

Larry M. Green, President

OWNERS (Continued)

Industrial Disposal Supply Co., Ltd.

Jack Curtis, President

REV Ambulance Group Orlando, Inc. formerly known as Wheeled Coach Industries, Inc.

Robert Collins, President

Texas Underground dba Underground, Inc.

Tommy Stoneman, President

Waterblasting Technologies, Inc.

James P. Crocker, President

HD Industries, Inc.

Harold Dillingham, President

Witch Equipment Co., Inc.

Larry M. Glover, President
Paul Knuckley, Vice President
Kevin Knuckley, Vice President
Koy Kelly, Vice President
Susan Knuckley, Secretary

Quality Fire Truck Parts, LLC

Janet R. Smith, President

Landmark Equipment, Inc.

Michael Dewayne Lyle, President
Gary Lynn Lyle, Vice President
Marla Lyle, Secretary
Alice Ann Petty, Treasurer

OWNERS (Continued)

Dickson Equipment Co., Inc.

Jon M. Dixon, President
Joe Dickson, Vice President
Molly Dickson, Chief Financial Officer

Longhorn Harley-Davidson

Maritia Keeling, President

MHC Kenworth

Mike Murphy, President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with Park Cities Ford Lincoln in the amount of \$1,125,289, from \$4,501,157 to \$5,626,446, Holt Texas, Ltd. in the amount of \$1,068,056, from \$4,272,225 to \$5,340,281, Kirby-Smith Machinery, Inc. in the amount of \$803,355, from \$3,213,421 to \$4,016,776, AutoNation Chevrolet Galleria in the amount of \$516,787, from \$2,067,150 to \$2,583,937, Southwest International Trucks, Inc. in the amount of \$507,035, from \$2,028,140 to \$2,535,175, Bobcat of Dallas in the amount of \$335,038, from \$1,340,155 to \$1,675,193, Rush Medium Duty Truck Center, Dallas in the amount of \$332,351, from \$1,329,405 to \$1,661,756, Romco Equipment Co., LLC in the amount of \$331,065, from \$1,324,263 to \$1,655,328, Freedom Dodge dba Duncanville Automotive in the amount of \$288,331, from \$1,153,325 to \$1,441,656, Rush Truck Center, Dallas Light and Medium Duty in the amount of \$278,940, from \$1,115,760 to \$1,394,700, Four Brothers Outdoor Power, Inc. in the amount of \$243,665, from \$974,660 to \$1,218,325 Sonic-Lute Riley, LP dba Lute Riley Honda in the amount of \$218,912, from \$875,650 to \$1,094,562, RDO Equipment Company in the amount of \$190,100, from \$760,400 to \$950,500, CLS Sewer Equipment Co., Inc. in the amount of \$146,900, from \$587,600 to \$734,500, EV Autos in the amount of \$134,687, from \$538,750 to \$673,437, Metro Fire Apparatus Specialists, Inc. in the amount of \$136,450, from \$545,800 to \$682,250, Kinloch Equipment and Supply, Inc. in the amount of \$114,712, from \$458,850 to \$573,562, Stewart & Stevenson, LLC in the amount of \$111,748, from \$446,994 to \$558,742, Larry M. Green dba Lone Star Trim in the amount of \$94,987, from \$379,950 to \$474,937, Industrial Disposal Supply Co., Ltd. in the amount of \$85,662, from \$342,650 to \$428,312, REV Ambulance Group Orlando, Inc. formerly known as Wheeled Coach Industries, Inc. in the amount of \$42,150, from \$168,600 to \$210,750, Texas Underground dba Underground, Inc. in the amount of \$40,412, from \$161,650 to \$202,062, Waterblasting Technologies, Inc. in the amount of \$22,500, from \$90,000 to \$112,500, H.D. Industries, Inc. in the amount of \$16,650, from \$66,600 to \$83,250, Witch Equipment Co., Inc. in the amount of \$15,146, from \$60,586 to \$75,732, Quality Fire Truck Parts, LLC in the amount of \$7,875, from \$31,500 to \$39,375, Landmark Equipment, Inc. in the amount of \$7,856, from \$31,425 to \$39,281, Dickson Equipment Co., Inc. in the amount of \$2,837, from \$11,350 to \$14,187 and Longhorn Harley-Davidson in the amount of \$2,080, from \$8,320 to \$10,400, lowest responsible bidders of thirty-five; **(2)** supplemental agreement no. 2 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with BTE Body Co., Inc. in the amount of \$332,300, from \$1,329,200 to \$1,661,500; and **(3)** supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts with MHC Kenworth in the amount of \$53,625, from \$214,500 to \$268,125 through the Texas Association of School Boards (BuyBoard), and to extend the service contracts term from July 7, 2016 to January 7, 2017 - Total not to exceed \$7,607,501, from \$30,430,036 to \$38,037,537 - Financing: Current Funds (\$ 5,826,716), Sanitation Current Funds (\$1,278,110), Water Utilities Current Funds (\$444,397), Aviation Current Funds (\$34,404) and Stormwater Drainage Management Current Funds (\$23,874) (subject to annual appropriations)

Holt Texas Ltd., Four Brothers Outdoor Power, Inc., Metro Fire Apparatus Specialists, Inc., Kinloch Equipment and Supply, Inc., REV Ambulance Group Orlando, Inc. formerly known as Wheeled Coach Industries, Inc., Texas Underground dba Underground, Inc., H.D. Industries Inc., Witch Equipment Co., Inc., Quality Fire Truck Parts LLC. and Washblasting Technologies, Inc. are non-local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforce. Kirby-Smith Machinery, Inc., AutoNation Chevrolet Galleria, Southwest International Trucks Inc., Bobcat of Dallas, Rush Medium Duty Truck Center, Dallas, BTE Body Equipment Southwest, Romco Equipment Co., LLC, Freedom Dodge dba Duncanville Automotive, Rush Truck Center, Rush Truck Center, Dallas Light and Medium Duty, Sonic-Lute Riley, LP dba Lute Riley Honda, RDO Equipment Company, CLS Sewer Equipment Co., EV Autos, Larry M. Green dba Lone Star Trim, Stewart & Stevenson LLC., Land Mark Equipment Inc., Dickerson Equipment Co., Longhorn Harley-Davidson and Park Cities Ford Lincoln are local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforce.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$5,760,598.00	76.26%
Non-local contracts	\$1,793,278.00	23.74%
TOTAL THIS ACTION	\$7,553,876.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$576,000.00	1.51%
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%	\$342,650.00	0.90%
Total	\$0.00	0.00%	\$918,650.00	2.42%

April 13, 2016

WHEREAS, on May 4, 2011, City Council authorized (1) a three-year master agreement for parts to repair and maintain City vehicles and equipment; and (2) a three-year service contract for repair of City vehicles and equipment by Resolution No. 11-1259; and,

WHEREAS, on August 24, 2011, City Council authorized (1) a three-year master agreement for original equipment manufacturer parts to repair and maintain City vehicles and equipment; and (2) a three-year service contract for repair of City vehicles and equipment by Resolution No. 11-2167; and,

WHEREAS, on April 10, 2013, City Council authorized an increase in the master agreement for auto and truck OEM parts and service by Resolution No. 13-0607; and

WHEREAS, on June 26, 2013, City Council authorized (1) a three-year service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment; and (2) a three-year service contract for original equipment manufacturer parts by Resolution No. 13-1056;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to execute **(1)** supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with Park Cities Ford Lincoln (331938) in the amount of \$1,125,289.00, from \$4,501,157.00 to \$5,626,446.00, Holt Texas, Ltd. (506724) in the amount of \$1,068,056.00, from \$4,272,225.00 to \$5,340,281.00, Kirby-Smith Machinery, Inc. (502341) in the amount of \$803,355.00, from \$3,213,421.00 to \$4,016,776.00, AutoNation Chevrolet Galleria (VC0000011749) in the amount of \$516,787.00, from \$2,067,150.00 to \$2,583,937.00, Southwest International Trucks, Inc. (003940) in the amount of \$507,035.00, from \$2,028,140.00 to \$2,535,175.00, Bobcat of Dallas (VC0000008555) in the amount of \$335,038.00, from \$1,340,155.00 to \$1,675,193.00, Rush Medium Duty Truck Center, Dallas (520505) in the amount of \$332,351.00, from \$1,329,405.00 to \$1,661,756.00, Romco Equipment Co., LLC (VS0000077004) in the amount of \$331,065.00, from \$1,324,263.00 to \$1,655,328.00, Freedom Dodge dba Duncanville Automotive (VS0000077189) in the amount of \$288,331.00, from \$1,153,325.00 to \$1,441,656.00, Rush Truck Center, Dallas Light and Medium Duty (VS0000078878) in the amount of \$278,940.00, from \$1,115,760.00 to \$1,394,700.00, Four Brothers Outdoor Power, Inc. (256331) in the amount of \$243,665.00, from \$974,660.00 to \$1,218,325.00, Sonic-Lute Riley, LP dba Lute Riley Honda (371947) in the amount of \$218,912.00, from \$875,650 to \$1,094,562.00,

April 13, 2016

Section 1. (Continued)

RDO Equipment Company (500465) in the amount of \$190,100.00, from \$760,400.00 to \$950,500.00, CLS Sewer Equipment Co., Inc. (VS0000018694) in the amount of \$146,900.00, from \$587,600.00 to \$734,500.00, EV Autos (VS0000049296) in the amount of \$134,687.00, from \$538,750.00 to \$673,437.00, Metro Fire Apparatus Specialists, Inc. (339015) in the amount of \$136,450.00, from \$545,800.00 to \$682,250.00, Kinloch Equipment and Supply, Inc. (VS0000015339) in the amount of \$114,712.00, from \$458,850.00 to \$573,562.00, Stewart & Stevenson, LLC (951731) in the amount of \$111,748.00, from \$446,994.00 to \$558,742.00, Larry M. Green dba Lone Star Trim (VS0000030404) in the amount of \$94,987.00, from \$379,950.00 to \$474,937.00, Industrial Disposal Supply Co., Ltd. (003995) in the amount of \$85,662.00, from \$342,650.00 to \$428,312.00, REV Ambulance Group Orlando, Inc. formerly known as Wheeled Coach Industries, Inc. (VS0000076949) in the amount of \$42,150.00, from \$168,600.00 to \$210,750.00, Texas Underground dba Underground, Inc. (349745) in the amount of \$40,412.00, from \$161,650.00 to \$202,062.00, Waterblasting Technologies, Inc. (VS0000043964) in the amount of \$22,500.00, from \$90,000.00 to \$112,500.00, H.D. Industries, Inc. (263044) in the amount of \$16,650.00, from \$66,600.00 to \$83,250.00, Witch Equipment Co., Inc. (VS0000029999) in the amount of \$15,146.00, from \$60,586.00 to \$75,732.00, Quality Fire Truck Parts, LLC (VS0000060769) in the amount of \$7,875.00, from \$31,500.00 to \$39,375.00, Landmark Equipment, Inc. (502100) in the amount of \$7,856.00, from \$31,425.00 to \$39,281.00, Dickson Equipment Co., Inc. (VS0000023390) in the amount of \$2,837.00, from \$11,350.00 to \$14,187.00 and Longhorn Harley-Davidson (VS0000028407) in the amount of \$2,080.00, from \$8,320.00 to \$10,400.00; **(2)** supplemental agreement no. 2 to increase the service contract for original equipment manufacturer parts and labor to maintain City vehicles and equipment with BTE Body Co., Inc. (VS0000069486) in the amount of \$332,300.00, from \$1,329,200.00 to \$1,661,500.00; and **(3)** supplemental agreement no. 1 to increase the service contract for original equipment manufacturer parts with MHC Kenworth (VS0000039231) through Texas Association of School Boards (BuyBoard) in the amount of \$53,625.00, from \$214,500.00 to \$268,125.00; and extend the contract term from July 7, 2016 to January 7, 2017, in a total amount not to exceed \$7,607,501.00, increasing the service contracts from \$30,430,036.00 to \$38,037,537.00.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$7,607,501.00 (subject to annual appropriations) from Service Contract number BJ1314.

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: April 13, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Attorney's Office
Police
CMO: Warren M.S. Ernst, 670-3491
Eric Campbell, 670-3255
MAPSCO: N/A

SUBJECT

Authorize settlement of the lawsuit styled Andrea Crosby v. City of Dallas, Cause No. CC-15-02372-C - Not to exceed \$32,500 - Financing: Current Funds

BACKGROUND

Plaintiff filed a lawsuit against the City of Dallas seeking compensation for alleged bodily injuries sustained in an automobile accident on February 15, 2014, involving a Police Department vehicle. The City and the plaintiff reached a proposed settlement following court-ordered mediation. Plaintiff is represented by The Godsey Law Firm, P.C.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council will be briefed by memorandum regarding this item.

FISCAL INFORMATION

Funding for this item is budgeted in the current fiscal year.

\$32,500.00 - Current Funds

April 13, 2016

WHEREAS, a lawsuit styled Andrea Crosby v. City of Dallas, Cause No. CC-15-02372-C, was filed by the plaintiff seeking compensation from the City of Dallas for alleged bodily injuries sustained in a collision involving a Dallas Police Department vehicle on February 15, 2014; and,

WHEREAS, the plaintiff has agreed to settle the claim whereby the City will pay Andrea Crosby, her attorney, and all other parties having an interest in the settlement proceeds, the total amount of \$32,500.00; and,

WHEREAS, it is in the best interest of the City to settle the claims of Andrea Crosby in this case; **Now, Therefore,**

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

Section 1. That the settlement in the lawsuit, styled Andrea Crosby v. City of Dallas, Cause No. CC-15-02372-C, in an amount not to exceed \$32,500.00 is hereby approved.

Section 2. That the Chief Financial Officer is authorized to pay Andrea Crosby, her attorney, The Godsey Law Firm, P.C., and all other persons having an interest in the settlement, the amount of \$32,500.00 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTORM001.

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: April 13, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Civil Service
CMO: A. C. Gonzalez, 670-3297
MAPSCO: N/A

SUBJECT

Authorize **(1)** the reappointment of three Administrative Law Judges (ALJ), Douglas J. Lapidus, LaKisha Thigpen and James Urmin, Sr.; **(2)** the appointment of Doreen McGookey and Ifeyinwa J. Seales, as Administrative Law Judges for the period January 1, 2016 through December 31, 2017, to hear employee appeals of terminations and demotions; and **(3)** contracts with each ALJ in the amount of \$ 4,000 each - Total not to exceed \$20,000 (\$10,000 to be reimbursed by the appealing employees) - Financing: Current Funds (subject to appropriations)

BACKGROUND

The City Charter was amended August 12, 1989, to establish the Administrative Law Judge alternative to the Trial Board. The employee has the option of an Administrative Law Judge (ALJ) or Trial Board. ALJs have either five years' experience adjudicating personnel issues or three years as a licensed attorney in the state of Texas and are compensated \$400 per day, with the appealing employee paying half of this amount. ALJ hearings are conducted to provide a due process hearing for discharged or demoted City employees. The ALJ hears sworn testimony, reviews documentary evidence and renders a decision following the same hearing procedures as used by the Trial Board.

The Dallas City Council passed Ordinance No. 22612 on December 6, 1995, to empower the Judicial Nominating Commission to recruit, interview, and nominate candidates to serve as Administrative Law Judges for Council approval.

Contracts for three ALJs expired December 31, 2015.

The Ad Hoc Judicial Nominations Committee conducted interviews in connection with its required evaluation of Administrative Law Judges on Tuesday, March 1, 2016, including three current ALJs and new applicants.

BACKGROUND (Continued)

The Ad Hoc Judicial Nominations Committee has forwarded five nominees for terms as Administrative Law Judge. Three nominees for ALJ are reappointments. The other two nominees for ALJ are new appointments.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 13, 1989, City Council authorized Personnel Rules revision to implement the Administrative Law Judge option for employee appeal hearings by Ordinance No. 20526.

On October 23, 1991, City Council authorized an increase in the term of appointment from one year to two years by Ordinance No. 21091.

On December 6, 1995, City Council authorized placing the selection responsibilities with the Judicial Nominating Commission by Ordinance No. 22612.

On January 11, 2012, City Council authorized the reappointment of one Administrative Law Judge, Willie Crowder and the appointment of Jean B. Crutchfield and Douglas J. Lapidus as Administrative Law Judges for the period January 1, 2012 through December 31, 2013, to hear employee appeals of terminations and demotions by Resolution No. 12-0164.

On December 11, 2013, City Council authorized the reappointment of two Administrative Law Judges, Willie Crowder and Douglas J. Lapidus and the appointment of Kelsie McQuieter, Lakisha M. Thigpen and James Urmin Sr. as Administrative Law Judges for the period January 1, 2014 through December 31, 2015, to hear employee appeals of terminations and demotions by Resolution No. 13-2148.

FISCAL INFORMATION

\$20,000 - Current Funds (\$10,000 to be reimbursed by the appealing employees) (subject to appropriations)

ETHNIC COMPOSITION

African-American Females	2	African-American Males	0
Hispanic Females	0	Hispanic Males	0
Caucasian Females	1	Caucasian Males	2
Other Females	0	Other Males	0

ETHNIC COMPOSITION (Continued)

Individuals recommended by the Judicial Nominating Commission are as follows:

Douglas J. Lapidus – Caucasian Male - Reappointment
15851 Dallas Parkway, Suite 600
Addison, Texas 75001

Lakisha M. Thigpen – African American, Female - Reappointment
10701 S. IH 35 # 1236
Austin, Texas 78747

James E. Urmin Sr. – Caucasian, Male - Reappointment
502 S. Waterview Drive
Richardson, Texas 75080

Doreen McGookey – Caucasian, Female - Appointment
14504 Southern Pines Dr.
Farmers Branch, Texas 75234

Ifeyinwa J. Seales – African American, Female - Appointment
417 Fairweather St.
Desoto, Texas 75115

April 13, 2016

WHEREAS, the contracts for three Administrative Law Judges (ALJ) expired on December 31, 2015; and

WHEREAS, the Ad Hoc Judicial Nominating Committee has recommended that Douglas J. Lapidus, Lakisha M. Thigpen, James E. Urmin Sr., Doreen McGookey and Ifeyinwa J. Seales be appointed as Administrative Law Judges.

Now, Therefore,

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

Section 1. That the City Council appoints Douglas J. Lapidus, Lakisha M. Thigpen, James E. Urmin Sr., Doreen McGookey and Ifeyinwa J. Seales, as Administrative Law Judges for a two-year term beginning January 1, 2016 and expiring December 31, 2017.

Section 2. That the City Manager upon approval as to form by the City Attorney, is hereby authorized to execute a contract of appointment with each of the Administrative Law Judge appointees setting out the terms of appointment and providing compensation at a rate of \$400 per day worked, total contract amount not to exceed \$4,000 per judge. Appealing employees will pay 50% of all ALJ contracts.

Section 3. That the Chief Financial Officer is hereby authorized to receive and deposit funds into Fund 0001, Department CVS, Unit No. 1412, Revenue Code 7456, and all fees collected as a result of appeal hearings before an Administrative Law Judge.

Section 4. That the Chief Financial Officer is hereby authorized to encumber and disburse funds from Fund 0001, Department CVS, Unit 1412, Object Code 3070:

<u>Amount</u>	<u>Encumbrance</u>	<u>Fiscal Year</u>	<u>Vendor</u>	<u>Vendor No.</u>
\$2,000	CVS1412F909	2015-16	Douglas J. Lapidus	VC0000010487
\$2,000	CVS1412F910	2015-16	Lakisha M. Thigpen	VC0000012535
\$2,000	CVS1412F911	2015-16	James E. Urmin, Sr	VC0000012533
\$2,000	CVS1412F912	2015-16	Doreen McGookey	VC15426
\$2,000	CVS1412F913	2015-16	Ifeyinwa J. Seales	VC15425
\$2,000	CVS1412F914	2016-17	Douglas J. Lapidus	VC0000010487
\$2,000	CVS1412F915	2016-17	Lakisha M. Thigpen	VC0000012535
\$2,000	CVS1412F916	2016-17	James E. Urmin, Sr	VC0000012533
\$2,000	CVS1412F917	2016-17	Doreen McGookey	VC15426
\$2,000	CVS1412F918	2016-17	Ifeyinwa J. Seales	VC15425

For a total not to exceed \$20,000 (subject to appropriations).

April 13, 2016

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: April 13, 2016
COUNCIL DISTRICT(S): 14
DEPARTMENT: Office of Economic Development
CMO: Ryan S. Evans, 671-9837
MAPSCO: 45Q

SUBJECT

Authorize **(1)** a management agreement with DPL Loan Holdings, LLC for the management, operation, maintenance and retail activation of Browder Street Plaza for an initial term of ten years, with one ten year renewal option; and **(2)** receipt and deposit of an estimated revenue amount of \$11,500 annually from DPL Loan Holdings, LLC in the Downtown Connection TIF District Fund for Browder Street Plaza operation – Financing: Estimated Revenue: \$115,000 (over the first ten years of the agreement)

BACKGROUND

Construction improvements are being made along the Browder Street Plaza in the Downtown Connection TIF District. The City is the owner of rights-of-way and would like Browder Street Plaza to become an active and well maintained part of downtown Dallas.

In 2010, Hocker Design Group presented design plans for improvements for Browder Street Plaza. Browder Street Plaza improvements and landscaping were dated and in need of upgrades. As part of the City’s ongoing capital improvement effort, \$500,000 was designated for improvements to Browder Plaza, located between Commerce Street and Jackson Street, just east of the AT&T corporate headquarters.

During the summer of 2012, the City issued a request for proposals (BJZ1225) for an operator to activate Browder Street Plaza. Hamilton Properties (DPL Loan Holdings, LLC), the owner of the adjacent DP&L building, was chosen to operate and maintain Browder Street Plaza. Their proposal included the development and operation of small retail spaces, including food trucks and retail kiosks and was the highest responsive and responsible bidder. DPL Loan Holdings, LLC will enter into contracts with vendors to occupy the space and as a component of the management agreement, DPL Loan Holding will provide concessions to the City.

BACKGROUND (Continued)

DPL Loan Holdings, LLC will deposit 10% of their revenue into the Downtown Connection TIF District fund after Browder Street Plaza collections exceed \$5,500 monthly. Food vending is intended to occur primarily at lunch and after work hours. Four annual special events are being required to further activate the space throughout the year.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 10, 2016, the Downtown Connection TIF District Board of Directors reviewed information pertaining to the management, operation, maintenance and retail activation of Browder Street Plaza in the Downtown Connection TIF District.

Information about this item will be provided to the Economic Development Committee on April 4, 2016.

FISCAL INFORMATION

\$115,000.00 - Estimated Revenue (over the first ten-year period)

PROJECT COUNCIL DISTRICT

14

OPERATOR

DPL Loan Holdings, LLC

Lawrence E. Hamilton
Member and Authorized Signature

MAP

Attached.

Browder Plaza



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.

April 13, 2016

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, on June 8, 2005, the City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Eleven, City of Dallas, Texas (“Downtown Connection TIF District”) in accordance with the Tax Increment Financing Act, as amended, Chapter 311 of the Texas Tax Code, Vernon’s Texas Codes Annotated (the “Act”) to promote development and redevelopment in the Uptown and Downtown areas through the use of tax increment financing by Ordinance No. 26020; as amended; and

WHEREAS, on August 29, 2005, the City Council authorized the Downtown Connection Tax Increment Financing District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 26096; as amended; and

WHEREAS, the improvements and activation of Browder Street Plaza furthers the goals of the Downtown Connection TIF District Project Plan and Reinvestment Zone Financing Plan; and

WHEREAS, the City is the owner of certain rights-of-way known as Browder Street Plaza Dallas, Texas (“Property”), in the Downtown Connection TIF District; and

WHEREAS, the City of Dallas is completing construction of certain improvements within the Property; and

WHEREAS, the City of Dallas desires that the Property become an active and well-maintained part of downtown Dallas; and

WHEREAS, BJZ1225 solicited proposals and statements of qualifications for Browder Street Plaza to construct, develop, and operate several small retail spaces in Browder Plaza, located in the heart of downtown Dallas; and

WHEREAS, Hamilton DPL Development Inc. and Hamilton DPL, LP, now known as DPL Loan Holdings, LLC, (“Operator”) was determined to be the highest responsive and responsible bidder, demonstrating compliance with the specification, producing the strongest business proposal, complementing the surrounding environment, providing maximum activation of the space, and providing the maximum financial benefit at the lowest cost to the City and, therefore, was selected to perform their proposal; and

WHEREAS, Operator has agreed to provide a maintenance program for public improvements and retail activation within Property in the Downtown Connection TIF District.

April 13, 2016

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a management agreement with DPL Loan Holdings, LLC, for the management, operation, maintenance and retail activation of Browder Street Plaza for an initial term of ten years, with one ten year renewal option, for an estimated annual revenue amount of \$11,500 (revenue share of 10% after Browder Street Plaza collections exceed \$5,500 monthly).

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds received from DPL Loan Holdings, LLC as follows:

Fund	DEPT	UNIT	REVENUE SOURCE
0044	ECO	P305	7824

Section 3. That in addition to the conditions set out in the Sections above, the management agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

- A. Retail Activation. Operator shall use its best efforts to assure quality food truck and retail vendors operate on the Property during reasonable times of the day as the business climate warrants.
 - 1. Retail Activation Start Date. Operator shall commence retail activation within sixty days of completion of the public improvements to Browder Street Plaza, as evidenced by a certificate of acceptance or similar documentation from the City.
 - 2. Vendors
 - i. Types and Schedule of Vendors. Operator shall encourage a diverse range of retail vendors, food vendors and food trucks, as allowed by zoning, on Property.
 - ii. Hours of Operation. food vendors and food trucks shall be scheduled to encourage and provide services throughout the work week and weekends and shall operate a minimum of eighty (80) hours per month. Written verification of minimum hours of operation shall be provided to the Director of the Office of Economic Development or his designee (“Director”) on a monthly basis.

April 13, 2016**Section 3. (Continued)**

3. Additional Activities
 - i. Additional activities, including, but not limited to live music beyond the food vendor hours of operation, and private gatherings of more than 50 people, shall require written approval by the City. If required, Operator must follow City of Dallas Special Events Permit regulations. Written notification to City (DDI and neighboring buildings) shall be provided within 15 days of such event. Operator shall schedule a minimum of four (4) events or gatherings open to the public annually.
 - ii. Operator will ensure that the City of Dallas Noise Ordinance is being upheld on the Property and shall at all times be in compliance with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.
 - iii. Operator may assign all or part of the management agreement upon written approval from the Director. Such approval must be obtained at least seven days prior to such assignment. Such new operator must expressly assume all or a portion of the obligations of the Operator under the Project's management agreement for the balance term of the agreement and the assignment documents must be approved by the City.
4. Termination. Either of the parties may terminate for convenience on 90 days written notice if they so elect.
5. Vendor Contracts. Operator contracts with the vendors shall meet minimum standards provided by the City, in its sole discretion.

B. Maintenance Obligations

1. Operator shall be responsible for all costs and expenses associated with maintaining the Property.
2. Operator shall maintain the Property in a neat, clean, safe, and attractive condition.
3. Operator shall operate and pay for the operation of the existing irrigation system on the Property in accordance with any applicable sprinkler or water conservation ordinances, that are not covered by the City of Dallas.

April 13, 2016**Section 3. (Continued)**

4. Operator shall maintain and operate the irrigation system properly, efficiently, and safely. All repairs and modifications to the irrigation system shall be at Operator's expense.
5. Operator shall trim and maintain all lower limbs of mature trees on the Property to a minimum height of seven (7) feet over sidewalk areas to provide for safe foot traffic.
6. If any tree dies on the Property during the term of this Agreement, Operator shall replace, at its expense, that tree with a minimum four to six-inch caliper native Texas tree, or a tree allowed or specified by the zoning ordinance or City approved landscape plan applicable to the Property, during the next immediate planting season. Operator shall not be required to replace such trees at Operator's expense if the death was caused by work done on the Property by City or franchise utilities.
7. Operator shall remove all litter on the Property on a daily basis. This includes trash trapped in tree wells and any trash in any receptacles on the Property.
8. Operator shall maintain and replace, as necessary, all non-standard pavers, bollards and sidewalks installed within the Property. Within the Property, Operator shall maintain a safe walking environment and shall cure any hazards of non-standard pavers, bollards or sidewalk within 30 days.
9. Operator shall maintain and repair all electrical systems (outlets and lighting fixtures) and waterlines currently serving the Project improvements on the Property.
10. Lighting installed on the Property rights-of-way have been approved by City as standard downtown lighting, therefore City shall maintain and operate this type of lighting in the Property rights-of-way only.
11. Operator shall provide all materials, tools, and equipment necessary to the performance of this Agreement. Operator shall remove from the Property all materials, tools, and equipment used in maintaining the Property at the end of each working day or upon the request of the Director.
12. Operator shall exercise reasonable precautions for the safety of the Property and the protection of all persons making legal passage through the Property.
13. Operator may assign all or part of the maintenance obligations with written notification to the Director and such assignment must be acceptable to the Director.

April 13, 2016

Section 3. (Continued)

C. Modification to Property

1. Operator may not make any material modifications to the improvements, facilities, or landscape design to the Property without the prior written consent and approval of the Director.
2. All plantings required to be replaced pursuant to this Agreement must be purchased and maintained at Operator's expense.
3. All improvements made to the Property, excluding the portion of the Property on Operator's property, if any, shall belong to and become the property of City upon installation.

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: Clean, Healthy Environment
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Equipment & Building Services
Public Works Department
CMO: Jill A. Jordan, P.E., 670-5299
MAPSCO: N/A

SUBJECT

Authorize an architectural/engineering services contract to perform a facilities condition assessment at various City of Dallas facilities throughout the City with AECOM Technical Services, Inc. - Not to exceed \$1,942,862 - Financing: General Obligation Commercial Paper Funds

BACKGROUND

The City is in need of a facilities condition assessment. This assessment will evaluate the condition of approximately 300 City facilities. This measurement will provide: 1) information on the condition of major facilities; 2) information to be used to assist in developing the proposed 2017 bond program; and 3) electronic data and information for the new Computerized Maintenance Management System (CMMS).

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

- Equipment and Building Services (1)
- Aviation (1)
- Communication and Information Services (1)
- Dallas Water Utilities (1)
- Park and Recreation (1)
- Public Works Department (1)
- Business Development and Procurement Services (1)*

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

BACKGROUND (Continued)

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

- Statement of Qualifications and Availability - 20%
- Experience and Expertise - 25%
- Proposed Technology - 20%
- Project Approach, Work Plan and Schedule - 20%
- M/WBE Participation -15%

ESTIMATED SCHEDULE OF PROJECT

Begin Assessment	May 2016
Complete Assessment	December 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARD, COMMISSIONS)

Information about this item will be provided to the Budget, Finance & Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$1,942,861.23 - 2006 Bond Program (General Obligation Commercial Paper Funds)

ETHNIC COMPOSITION

AECOM Technical Services, Inc.

White Male	14	White Female	11
Black Male	4	Black Female	0
Hispanic Male	3	Hispanic Female	2
Other Male	10	Other Female	0

PROPOSAL INFORMATION

Equipment and Building Services (EBS) reviewed twelve responses to a Request for Qualifications on November 5, 2014. All firms were considered for award of this project based on the information submitted in their RFQ response. This Architectural/Engineering Contract is being awarded in its entirety to the responsive applicant with the highest score.

PROPOSAL INFORMATION (Continued)

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
*AECOM Technical Services, Inc.	16000 Dallas Parkway Suite 350 Dallas Texas 75248	67.05%
Parsons	1301 W President George Bush Hwy Suite 350 Dallas, Texas 75080	65.60%
Jacobs	19999 Bryan Street Dallas, Texas 75201	64.47%
Huitt Zollars	1717 McKinney Suite 1400 Dallas, Texas 75247	63.47%

OWNER

AECOM Technical Services, Inc.

Stephen Kadency, President
Carla Christofferson, Executive Vice President, General Counsel
W.Troy Rudd, Treasurer

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an architectural/engineering services contract to perform a facilities condition assessment at various City of Dallas facilities throughout the City with AECOM Technical Services, Inc. - Not to exceed \$1,942,862 - Financing: General Obligation Commercial Paper Funds

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$582,858.30	30.00%
Total non-local contracts	\$1,360,002.93	70.00%
TOTAL CONTRACT	\$1,942,861.23	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
KAI Texas	BMMB61714N0516	\$77,714.44	13.33%
VAI Architects, Inc.	HMDB64555Y0316	\$77,714.44	13.33%
MEP Consulting Engineers, Inc.	WFWB63490Y1116	\$427,429.42	73.33%
Total Minority - Local		\$582,858.30	100.00%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$77,714.44	13.33%	\$77,714.44	4.00%
Hispanic American	\$77,714.44	13.33%	\$77,714.44	4.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$427,429.42	73.33%	\$427,429.42	22.00%
Total	\$582,858.30	100.00%	\$582,858.30	30.00%

April 13, 2016

WHEREAS, it is necessary to authorize an engineering services contract to perform a facilities conditions assessment at various City of Dallas facilities throughout the City with AECOM Technical Services, Inc.

Now, Therefore,

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

Section 1. That the City Manager is authorized to execute an engineering services contract to perform a facilities condition assessment at various City of Dallas facilities throughout the City with AECOM Technical Services, Inc. (VC0000011194) in an amount not to exceed \$1,942,861.23, 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 AECOM Technical Services, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by AECOM Technical Services, Inc. under contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriation in an amount not to exceed \$1,942,861.23:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>Encumbrance</u>
4T60	PBW	W077	4112	\$1,942,861.23	PBW06W077G1

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: Clean, Healthy Environment
E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 1, 3, 4, 7, 8, 9

DEPARTMENT: Equipment & Building Services

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

MAPSCO: Various

SUBJECT

Authorize a construction services contract to re-roof eight City of Dallas facilities with Restoration Specialist, dba RS Commercial Construction - Not to exceed \$433,616 - Financing: Capital Construction Funds

BACKGROUND

The City has identified eight buildings that need roof replacements. This contract will provide materials, equipment, labor and supervision to re-roof the following eight City facilities: Fire Station #12, Fruitdale Recreation Center, Mildred Dunn Recreation Center, Ridgewood Belcher Recreation Center, Samuel Farm, Sunset Inn Aquatic Facility, WRR and Eco Park Training Building. Restoration Specialist, dba RS Commercial Construction shall complete this work pursuant to Texas Cooperative Purchasing Network contract #5094.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction	May 2016
Complete Construction	December 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARD, COMMISSIONS)

Information about this item will be provided to the Quality of Life & Environment Committee on April 11, 2016.

FISCAL INFORMATION

\$433,616.00 - Capital Construction Funds

FISCAL INFORMATION (Continued)

<u>Council District</u>	<u>Amount</u>
1	\$ 13,699.00
3	\$ 29,922.00
4	\$ 151,932.00
7	\$ 24,795.00
8	\$ 89,245.00
9	\$ 92,621.00
N/A	\$ 31,402.00
Total	\$ 433,616.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Restoration Specialist, dba RS Commercial Construction

White Male	13	White Female	5
Black Male	2	Black Female	0
Hispanic Male	3	Hispanic Female	1
Other Male	1	Other Female	0

OWNER

Restoration Specialist, dba RS Commercial Construction

Mark DeMattia, President
David DeMattia, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a construction services contract to re-roof eight City of Dallas facilities with Restoration Specialist, dba RS Commercial Construction - Not to exceed \$433,616 - Financing: Capital Construction Funds

Restoration Specialist, dba RS Commercial Construction is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and propose to use their own workforces.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$433,616.00	100.00%
TOTAL CONTRACT	\$433,616.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

April 13, 2016

WHEREAS, it is necessary to authorize a contract for construction services to Restoration Specialist, dba RS Commercial Construction to perform re-roofing of eight City of Dallas facilities.

Now, Therefore,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is authorized to execute a construction services contract with Restoration Specialist, dba RS Commercial Construction (VS0000044823) in an amount not to exceed \$433,616.00, upon approval as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriation in an amount not to exceed \$433,616.00:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>Encumbrance</u>
0671	EBS	P717	3210	\$433,616.00	EBS16P717CT24

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: Public Safety
E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Equipment & Building Services

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

MAPSCO: Various

SUBJECT

Authorize Supplemental Agreement No. 2 to increase the construction contract for additional upgrades to the security system at other various City facilities and extend the term of the contract from April 13, 2016 to October 31, 2016 - Schneider Electric Buildings Americas, Inc. - Not to exceed \$203,700 from \$853,956 to \$ 1,057,656 - Financing: Current Funds

BACKGROUND

Council Resolution No. 15-0655 in the amount of \$853,956, approved on April 8, 2015 authorized a construction contract to renovate, upgrade and expand the security system at Dallas City Hall and parking garage. Administrative Action No. 16-0219 authorized a project extension to June 8, 2016. This action will authorize a change order in an amount not to exceed \$203,700 for additional work to upgrade security system at various City facilities and extend the contract time from April 13, 2016 to October 31, 2016. The enhanced technology covered in this change order will allow the City to tie-in existing stand-alone systems to allow for more effective security monitoring and more cost effective maintenance.

The additional work at various City facilities will include adding additional card readers, new duress buttons, replacing obsolete cameras, new cabling, power supplies, access controls, and added security software.

ESTIMATED SCHEDULE OF PROJECT

Began Upgrade	August 25, 2015
Complete Upgrade	October 31, 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARD, COMMISSIONS)

Briefed to the Public Safety Committee on March 23, 2015.

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

On April 8, 2015, City Council authorized a construction contract to renovate, upgrade and expand the security system at Dallas City Hall and parking garage by Resolution No. 15-0655.

Information about this item will be provided to the Public Safety Committee on April 11, 2016.

FISCAL INFORMATION

\$203,700 - Current Funds

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Schneider Electric Buildings Americas, Inc.

White Male	211	White Female	87
Black Male	17	Black Female	13
Hispanic Male	32	Hispanic Female	7
Other Male	15	Other Female	0

OWNER

Schneider Electric Buildings Americas, Inc.

Jim Sandelin, President
Fernando Celorio, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 2 to increase the construction contract for additional upgrades to the security system at other various City facilities and extend the term of the contract from April 13, 2016 to October 31, 2016 - Schneider Electric Buildings Americas, Inc. - Not to exceed \$203,700 from \$853,956 to \$1,057,656 - Financing: Current Funds

Schneider Electric Buildings Americas, 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	\$203,700.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$203,700.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Southwest Networks	HMDB12838Y116	\$8,450.00	4.15%
Total Minority - Local		\$8,450.00	4.15%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$8,450.00	4.15%	\$147,267.00	13.92%
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%	\$78,473.00	7.42%
Total	\$8,450.00	4.15%	\$225,740.00	21.34%

April 13, 2016

WHEREAS, on April 8, 2015, City Council authorized a construction contract to renovate, upgrade and expand the security system at Dallas City Hall and parking garage by Resolution No. 15-0655; and,

WHEREAS, on November 4, 2015, Administrative Action No. 16-0219 authorized Supplemental Agreement No. 1 to the service contract with Schneider Electric Buildings Americas, Inc. to extend the contract term from January 31, 2016 to June 8, 2016;

Now, Therefore,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to execute Supplemental Agreement No. 2 to increase the construction contract for additional upgrades to the security system at other various City facilities with Schneider Electric Buildings Americas, Inc. (261927) and extend the term of the contract from April 13, 2016 to October 31, 2016 in an amount not to exceed \$203,700, increasing the contract from \$853,956 to \$1,057,656.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriation in an amount not to exceed \$203,700.00:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>Encumbrance</u>
0001	EBS	3065	3099	\$203,700.00	EBS16P717CT23

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: Public Safety
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Fire
CMO: Eric Campbell, 670-3255
MAPSCO: N/A

SUBJECT

Authorize **(1)** acceptance of Tactical Tender apparatus purchased by Texas A&M Forest Services under the Texas Intrastate Fire Mutual Aid System Grant Assistance Program; and **(2)** execution of the grant agreement, subject to the Supplemental Terms and Responsibilities Agreement under the TIFMAS Grant Assistant Program - Financing: Texas A&M TIFMAS Grant Funds

BACKGROUND

Application by the City of Dallas Fire-Rescue Department for a Tactical Tender Apparatus (“Apparatus”) under Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program has been approved.

The Apparatus (a combination of fire engine and water tanker with a full complement of fire hoses, ground ladders, and minor equipment) will provide a dual benefit to the State of Texas and City of Dallas. The State will have a resource available to deploy as needed in statewide emergencies that requires multiple Apparatus response and assistance to other fire departments through mutual aid. City of Dallas Fire-Rescue Department will enhance its ability to quickly provide water to a fire in remote locations. Examples include fires in the Trinity Forest and river bottom area, getting water quickly to vehicle fires on elevated roadways not easily accessible to fire hydrants, incorporating into our aircraft down plan, and pre-staging any time a major main ruptures cutting off water supply to a portion of the city. The grant will pay 100% of the cost of a fully equipped Type 6 Engine, including an installed radio package and loose equipment complement. The Texas A&M Forest Service will order the truck through the state or federal contract purchasing process and will pay the selected vendor. Dallas Fire-Rescue Department will own the truck subject to the Supplemental Terms and Responsibilities Agreement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Public Safety Committee on April 11, 2016.

FISCAL INFORMATION

Texas A&M TIFMAS Grant Funds

April 13, 2016

WHEREAS, Texas A&M Forest Service, a member of The Texas A&M University System and an agency of the State of Texas (“Service”) will use a portion of the funding to acquire fire and rescue apparatus to support the Texas Intrastate Fire Mutual Aid System (“TIFMAS”); and

WHEREAS, Dallas Fire-Rescue Department submitted an application and it has been approved for a Tactical Tender Apparatus (a combination of fire engine and water tanker with a full complement of fire hoses, ground ladders, and minor equipment under the TIFMAS Grant Assistance Program; and

WHEREAS, Texas A&M Forest Service will order the truck through the state or federal contract purchasing process and pay the selected vendor 100% of the cost (estimated at \$366,787) of a fully equipped Type 6 Engine, including an installed radio package and loose equipment complement, and City of Dallas Fire-Rescue Department will own the truck subject to the grant’s Supplemental Terms and Responsibilities Agreement.

NOW, THEREFORE,

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

Section 1. That the City Manager is hereby authorized to: (1) accept the Tactical Tender Apparatus purchased and awarded to Dallas Fire-Rescue Department by Texas A&M Forest Service to support Texas Intrastate Fire Mutual Aid System; and (2) execute the grant's Supplemental Terms and Responsibilities Agreement under TIFMAS Grant Assistant Program, upon approval as to form by the City Attorney.

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

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 7
DEPARTMENT: Housing/Community Services
CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611
MAPSCO: 48V

SUBJECT

Authorize an amendment to Resolution No. 14-1488, previously approved on September 10, 2014, to extend the loan agreement with Builders of Hope CDC in the amount of \$265,000 from November 30, 2014 to December 31, 2016 for one phase of the Prairie Creek project - Financing: No cost consideration to the City

BACKGROUND

In 2009, this project received HOME funds in the amount of \$500,000 for acquisition of 40 lots for the Prairie Creek project. This loan agreement, as amended, calls for 40 single family homes to be built on the lots and sold by December 31, 2016. This project also received \$265,000 as gap financing for the construction of five of the 40 homes by November 30, 2014. The five units have been built and sold to homebuyers at or below 80% of Area Median Family Income. Builders of Hope (BOH) is to repay the \$265,000 from the proceeds of the sales of the remaining thirty-five units. As each of the remaining units are sold, the developer's lien is partially released.

In August 2015, Builders of Hope CDC had a change in executive staff that resulted in some delay in the completion of this project. To-date, BOH has built and sold 24 of the 40 units to low-moderate income families at or below 80% of Area Median Family Income and has repaid a total of \$114,833 towards this loan. BOH has obtained interim financing from Benchmark Bank, Inwood Bank and American National Bank for construction of the remaining sixteen units and has pulled permits and began construction of nine of the sixteen units

The extension of the maturity date of the loan agreement will allow BOH to continue its efforts to build and sell the remaining units and repay the loan from sales proceeds.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 27, 2001, City Council approved the CHDO Loan Program Statement that authorized the Housing Director to approve development funding for projects with fewer than 100 units, by Resolution No. 01-2049.

On January 27, 2016, City Council authorized an amendment to two separate loan agreements with Builders of Hope CDC (BOH), for two separate phases of their Prairie Creek project, to extend the completion dates of each agreement to December 31, 2016, by Resolution No. 16-0168.

Information about this item will be provided to the Housing Committee on April 4, 2016.

FISCAL INFORMATION

No cost consideration to the City

OWNER

Builders of Hope CDC

Damon Polk, Interim President

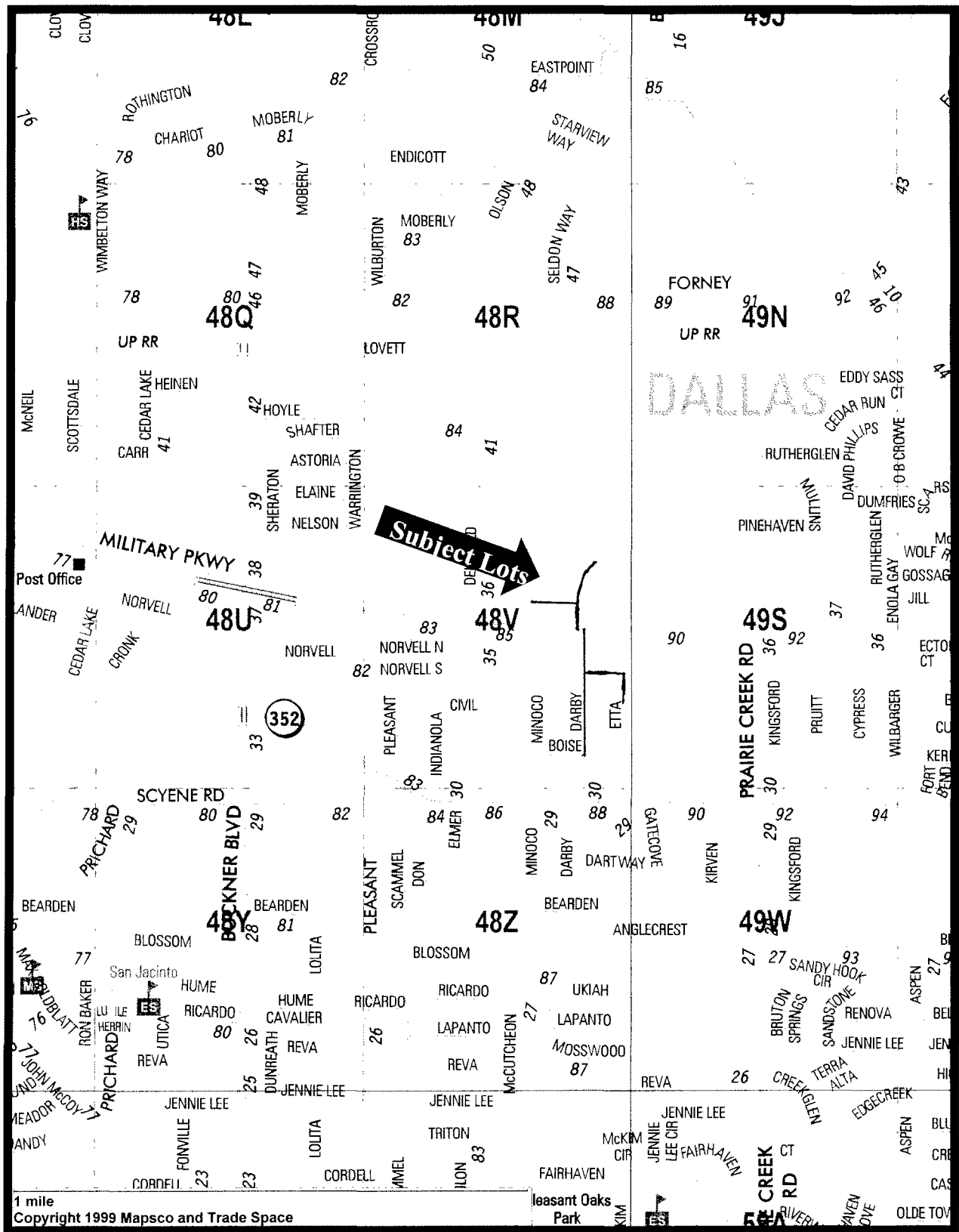
DEVELOPER

Builders of Hope CDC

Damon Polk, Interim President

MAP

Attached



MAPSCO 48V

April 13, 2016

WHEREAS, affordable housing for low and moderate income families is a high priority of the City of Dallas; and

WHEREAS, on January 27, 2016, City Council approved (1) an extension of the development loan agreement with Builders of Hope CDC, Prairie Creek Project for acquisition and related acquisition costs of 40 unimproved properties to December 31, 2016; and (2) a development loan in the amount of \$480,000 for the construction of the final sixteen homes, by Resolution No. 16-0168; and

WHEREAS, Builders of Hope CDC (BOH) has requested an extension of time to the development loan agreement to allow them to continue their efforts to construct the final 16 units, complete the sale of the units to low-to-moderate income families at or below 80% AMFI and repay the loan from proceeds; **NOW, THEREFORE,**

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

Section 1. That following approval as to form by the City Attorney, the City Manager is authorized to amend the loan agreement with Builders of Hope CDC in the amount of \$265,000 to extend the completion date from November 30, 2014 to December 31, 2016 for one phase of the Prairie Creek project.

Section 2. That the terms of the agreement include:

- (a) Borrower must execute a Notes Payable and Deed Restrictions.
- (b) BOH must complete and sell or rent the remaining homes to low-to-moderate income families whose incomes are 80% or less of area median family income by the maturity date.
- (c) Borrower will be released from liability on the Note at the same time the low-to-moderate income family closes the purchase on the home and repayment is received.
- (d) Properties will be deed restricted for affordability at 80% or less of Area Median Family Income for sale and resale to eligible homebuyers for a period of fifteen years.
- (e) The City will subordinate to the interim construction lender for the construction of each unit.

Section 3. That the City Manager, upon approval as to form by the City Attorney, is authorized to execute the agreement described herein, as well as releases of liens and terminations of deed restrictions on the property upon compliance with the loan terms and deed restrictions for forgiveness of debt.

Section 4. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the loan, until such time as the loan documents are duly approved by all parties and executed.

April 13, 2016

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: April 13, 2016
COUNCIL DISTRICT(S): 4
DEPARTMENT: Housing/Community Services
CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611
MAPSCO: 55B

SUBJECT

Authorize an amendment to Resolution No. 15-1380, previously approved on August 12, 2015, for the loan agreement in the amount of \$85,000 with 2000 Roses Foundation, Inc. to **(1)** change from a loan to a conditional grant agreement; **(2)** to allow rental and sale of the unit; and **(3)** extend the completion date from March 31, 2016 to September 31, 2016 for construction of one single family unit located at 220 North Cliff Street - Financing: No cost consideration to the City

BACKGROUND

On March 9, 2016, Alonzo Harris, President of 2000 Roses Foundation, Inc., requested an extension of the completion date to September 31, 2016 of the loan to 2000 Roses Foundation, Inc. in the amount of \$85,000 for the development of one single family unit located at 220 N. Cliff Street. Upon completion, 2000 Roses Foundation, Inc. will have a 10-year deed restriction on the unit to maintain affordability at 140% Area Median Family Income.

The 2000 Roses Foundation, Inc. has completed construction on the home with a few remaining punch list items such as paint touch up, adjustment of the attic stairs and clean up to be finished. Delays have occurred due to stringent historical requirements for the structure and bad weather. The organization has a potential homebuyer.

The extension of the completion date will allow 2000 Roses Foundation, Inc. to finish renovations and occupy the home.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On June 12, 2013, City Council approved the loan to 2000 Roses Foundation, Inc. in the amount of \$85,000 for the renovation of 220 N. Cliff Street and new construction of 1102 E. Ninth Street, by Resolution No. 13-0994.

PRIOR ACTION/REVIEW (Council, Boards, Commissions) (continued)

On August 27, 2014, City Council approved an amendment to the loan agreement to remove the obligation to construct the home at 1102 E. Ninth Street, by Resolution No. 14-1375.

On August 12, 2015, City Council approved an amendment to the loan agreement to extend the completion date to March 31, 2016, by Resolution No. 15-1380.

Information about this item will be provided to the Housing Committee on April 4, 2016.

FISCAL INFORMATION

No cost consideration to the City

OWNER

2000 Roses Foundation, Inc.

Alonzo Harris, President

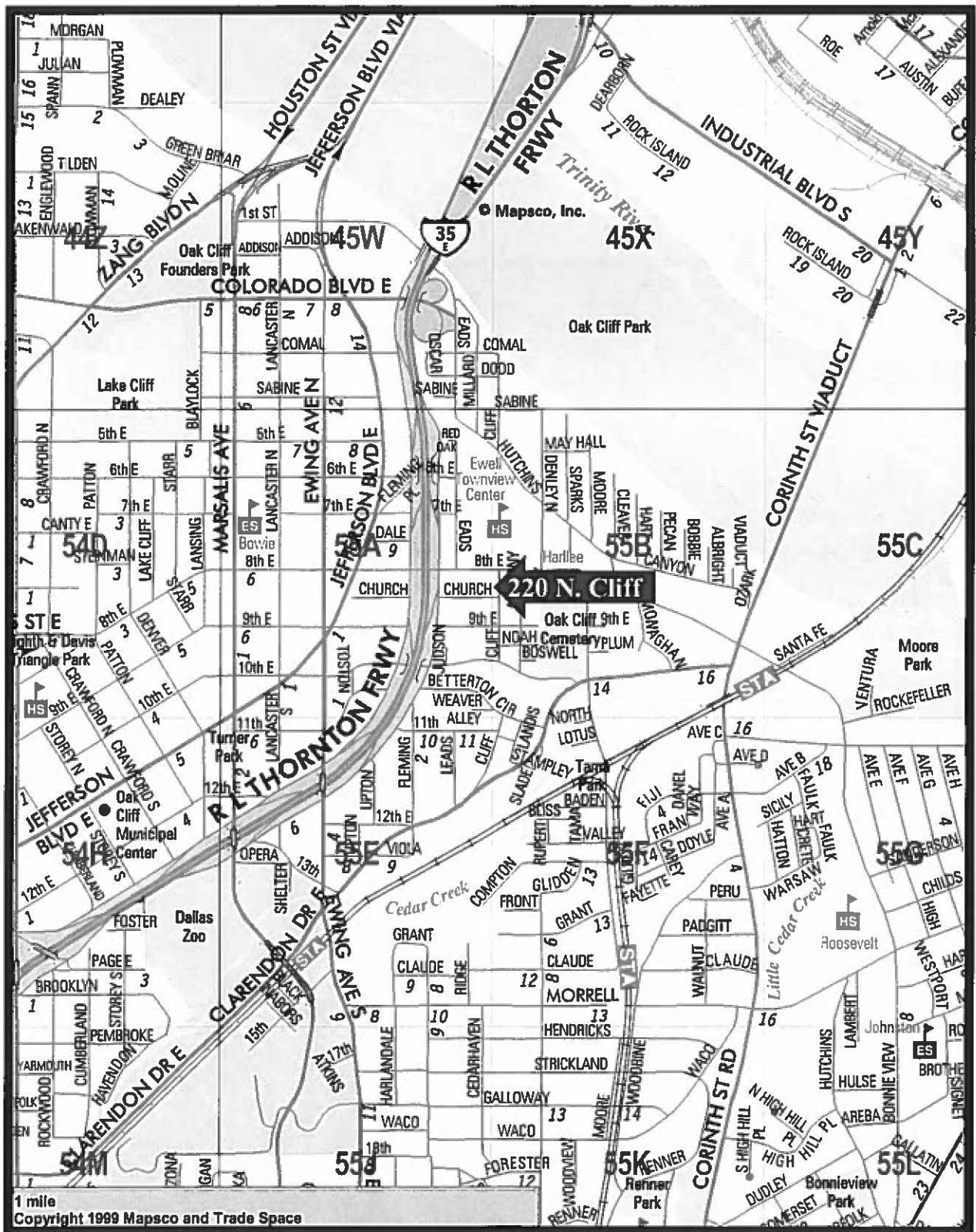
DEVELOPER

2000 Roses Foundation, Inc.

Alonzo Harris, President

MAP

Attached



MAPSCO 55B

April 13, 2016

WHEREAS, the City of Dallas seeks to support economic growth in the Southern area of the city and economic development; and

WHEREAS, 2000 Roses Foundation, Inc. wishes to partner with the City of Dallas to provide one single family unit in the 9th Street historical area; and

WHEREAS, on June 12, 2013, City Council approved the loan agreement with 2000 Roses Foundation, Inc. in the amount of \$85,000 for renovation of 220 N. Cliff Street and new construction of 1102 E. Ninth Street, by Resolution No. 13-0994; and

WHEREAS, on August 27, 2014, City Council approved an amendment to the loan agreement to remove the obligation to construct the home at 1102 E. Ninth Street, by Resolution No. 14-1375; and

WHEREAS, on August 12, 2015, City Council approved an amendment to the loan agreement to extend the completion date to March 31, 2016, by Resolution No. 15-1380; and

WHEREAS, the City requests a modification to the loan agreement as part of the City's ongoing efforts to promote housing as a part of greater economic development plans in the city; **NOW, THEREFORE**,

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

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, is authorized to amend Resolution No. 15-1380, previously approved on August 12, 2015, to (1) change from a loan agreement to a conditional grant agreement; (2) to allow rental and sale of the unit; and (3) extend the completion date from March 31, 2016 to September 31, 2016 for construction of one single family unit located at 220 N. Cliff Street.

SECTION 2. That the loan agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

- a. Borrower must execute an amendment to the Note
- b. 2000 Roses Foundation, Inc. shall complete construction and occupancy by September 31, 2016
- c. 2000 Roses Foundation, Inc. must present documentation for the homebuyer or renter to have an income at or below 140% Area Median Family Income
- d. Borrower will be released from liability on the Note at the same time the low-to-moderate income family occupies the home

April 13, 2016

- e. Property will be deed restricted for affordability at 140% or less of Area Median Family Income for sale or rent and resale or rent to eligible homebuyers for a period of ten years

SECTION 3. That the City Manager or designee may further extend the completion date for a period up to three months for just cause.

SECTION 4. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the loans, until such time as the amendment is duly approved by all parties and executed.

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: Clean, Healthy Environment
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Housing/Community Services
CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611
MAPSCO: N/A

SUBJECT

Authorize an amendment to Resolution No. 16-0280, previously approved on February 10, 2016, which authorized a contract between the City and CitySquare to increase the contract amount to provide supportive services for up to 40 homeless individuals for the period January 1, 2016 to August 31, 2016 – Not to exceed \$50,000, from \$770,362 to \$820,362 - Financing: Texas Department of State Health Services Grant Funds

BACKGROUND

The CitySquare, located at 511 N. Akard, is a Texas non-profit corporation with whom the City is in partnership to assist in serving homeless persons in the city limits of Dallas. Founded in 1988, CitySquare provides 450 supportive housing units to assist homeless persons to transition from homelessness. The original approved funds will assist them in serving an additional 75 clients with supportive services and rental assistance for 8 months. The additional requested funds will allow CitySquare to subcontract with Homeward Bound, Inc. to provide medically supervised detoxification due to intensive substance abuse for up to 40 homeless individuals through the Texas Department of State Health Services Healthy Community Collaborative for the period January 1, 2016 through August 31, 2016. The Texas Department of State Health Services requires that each Healthy Community Collaborative include a detox provider.

Senate Bill 58 of the 83rd regular legislative session amended Subtitle I, Title 4, of the Texas Government Code to add Chapter 539 establishing or expanding community collaborative projects to improve the access to care, quality/comprehensiveness of care, and outcomes for persons who are both homeless and have a mental illness. The Texas Department of State Health Services requested applications from five Texas municipalities in counties with populations of more than one million, including Bexar, Dallas, Harris, Tarrant, and Travis.

BACKGROUND (Continued)

In FY2014, the City of Dallas applied and was awarded \$5,177,000 in funds to service mentally ill and substance abuse homeless individuals. The City was awarded an additional \$2,613,607 for FY2016 to continue to serve mentally ill and substance abuse homeless individuals.

Acceptable uses of the grant money require one for one matching funds to include the establishment or expansion of a community collaborative of service providers focused on meeting the needs of the mentally ill homeless population, the establishment, operation and/or maintenance of minimum services and, once requirements are met, the provision and/or coordination of optional services.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 25, 2014, City Council authorized the acceptance of funds from the Texas Department of State Health Services for the Healthy Community Collaborative program, by Resolution No. 14-1080.

On October 14, 2015, City Council authorized the acceptance of funds from the Texas Department of State Health Services for the Healthy Community Collaborative program, by Resolution No. 15-1893.

On February 10, 2016, City Council authorized an agreement with CitySquare in the amount of \$770,362 to provide expanded housing services for temporary shelters through outreach and housing units to homeless individuals through the Texas Department of State Health Services for the Healthy Community Collaborative program, by Resolution No. 16-0280.

Information about this item will be provided to the Housing Committee on April 4, 2016.

FISCAL INFORMATION

\$50,000 - Texas Department of State Health Services Grant Funds

ETHNIC COMPOSITION

CitySquare Board of Directors

Black Female	1	Black Male	4
White Female	3	White Male	15
Hispanic Female	0	Hispanic Male	0
Other Female	0	Other Male	1

April 13, 2016

WHEREAS, Senate Bill 58 of the 83rd regular legislative session amended Subtitle I, Title 4, of the Texas Government Code to add Chapter 539 establishing or expanding community collaborative projects to improve the access to the quality/comprehensiveness of care, and outcomes for persons who are both homeless and have a mental illness; and

WHEREAS, the five eligible municipalities and counties include: Bexar, Dallas, Harris, Tarrant, and Travis; and

WHEREAS, on June 25, 2014, City Council approved the acceptance of FY2014 TDSHS funds in the amount of \$5,177,000 to service mentally ill and substance abuse homeless individuals, by Resolution No. 14-1080; and

WHEREAS, on October 14, 2015, City Council approved the acceptance of FY2016 TDSHS funds in the amount of \$2,613,607 to service mentally ill and substance abuse homeless individuals, by Resolution No. 15-1893; and

WHEREAS, on February 10, 2016, City Council authorized an agreement with CitySquare in the amount of \$770,362 to provide expanded housing services for temporary shelters through outreach and housing units to homeless individuals through the Texas Department of State Health Services for the Healthy Community Collaborative program, by Resolution No. 16-0280; and

WHEREAS, the City desires to increase the contract with CitySquare to serve mentally ill and substance abuse homeless individuals to provide supportive services through Homeward Bound, Inc. that will provide medically supervised detoxification due to intensive substance abuse for up to 40 homeless individuals;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to amend Resolution No.16-0280, previously approved on February 10, 2016 with CitySquare to increase the contract amount to provide supportive services for up to 40 homeless individuals for the period January 1, 2016 to August 31, 2016 - Not to exceed \$50,000, from \$770,362 to \$820,362.

Section 2. That the Chief Financial Officer is authorized to disburse funds to CitySquare, Vendor No. VS0000000497, from Fund S269, Dept. HOU, Unit 1829, Object Code 3099, Encumbrance No. HOU1829D198, in an amount not to exceed \$50,000, for the period January 1, 2016 through August 31, 2016.

April 13, 2016

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

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing/Community Services

CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the Interlocal Agreement with Dallas County Health and Human Services for 2015-16 to **(1)** revise the Statement of Services and budget to reallocate funds in the amount of \$29,902 from Emergency/Tenant Based Rental Assistance - Housing Services to Emergency/Tenant Based Rental Assistance, with no net change in the contract amount; and **(2)** revise the Housing Opportunities for Persons with Aids Contract Provisions to include changes to applicable federal regulations for Financial Assistance - Financing: No cost consideration to the City

BACKGROUND

The 2015-16 Consolidated Plan Budget included the Housing Opportunities for Persons with AIDS (HOPWA) grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$5,637,374. HOPWA funds serve not only the City of Dallas, but also Dallas County and six other counties: Collin, Denton, Ellis, Hunt, Kaufman, and Rockwall.

Under the HOPWA program, Dallas County Health and Human Services (Dallas County HHS) provides short-term emergency rent, mortgage, and utility assistance and long-term tenant based rental assistance, along with housing case management, to low income persons living with HIV/AIDS primarily in Dallas County. Due to a staff vacancy, Dallas County HHS expects to have funds remaining in the Housing Services budget category (which funds housing case management staff), and desires to use those funds in the Financial Assistance budget category, to meet the demand for short-term emergency rent, mortgage, and utility assistance.

In addition, the Office of Management and Budget (OMB) has implemented new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200. On December 7, 2015, HUD issued a final rule incorporating these changes into HOPWA regulations. These new requirements must be incorporated into Exhibit B, HOPWA Contract Provisions, of the contract.

BACKGROUND (Continued)

PERFORMANCE MEASURES

Number of Persons Assisted

	2015-16 <u>Goal</u>	2015-16 <u>Actual*</u>
Emergency – unduplicated clients served	140	74
Tenant-based – unduplicated clients served	190	146
Total - duplicated clients served	330	220

*YTD data through 1/31/16 (4 months)

OUTCOME MEASURES

The intended outcome of HOPWA scattered site housing assistance, as required by HUD, is: Housing Stability, measured by the percentage of clients who remain in stable housing, at the end of each program year.

	2015-16 <u>Goal</u>	2015-16 <u>Actual*</u>
Emergency – percent in stable housing	92%	TBD**
Tenant-based – percent in stable housing	92%	100%

*YTD data through 1/31/16 (4 months)

**TBD - Housing Stability for Emergency Assistance determined at year end

In FY2015-16, the agency also collects and reports data on access to care and support per HOPWA requirements.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized the FY2014-15 Interlocal Agreement with Dallas County to provide HOPWA scattered site housing assistance on August 13, 2014, by Resolution No. 14-1220.

Authorized Supplemental Agreement No. 1 to the FY2013-14 Interlocal Agreement with Dallas County to provide HOPWA scattered site housing assistance on August 27, 2014, by Resolution No. 14-1376.

Authorized Supplemental Agreement No. 1 to the FY2014-15 Interlocal Agreement with Dallas County to provide HOPWA scattered site housing assistance on June 17, 2015, by Resolution No. 15-1151.

Authorized the FY2015-16 Interlocal Agreement with Dallas County to provide HOPWA scattered site housing assistance on August 12, 2015, by Resolution No. 15-1361.

Information about this item will be provided to the Housing Committee on April 4, 2016.

FISCAL INFORMATION

No cost consideration to the City

April 13, 2016

WHEREAS, Housing Opportunities for Persons with AIDS (HOPWA) grant funds received from the U.S. Department of Housing and Urban Development (HUD) have been designated to provide services to low-income persons with HIV/AIDS and HIV-related illness and their families; and

WHEREAS, the FY2015-16 Consolidated Plan Budget included the Housing Opportunities for Persons with AIDS (HOPWA) grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$5,637,374; and

WHEREAS, the City of Dallas entered into an FY2015-16 Interlocal Agreement with Dallas County Health and Human Services to provide scattered site housing assistance services to eligible persons residing primarily in Dallas County for the period October 1, 2015 through September 30, 2016 not to exceed \$1,900,855; and

WHEREAS, Dallas County Health and Human Services has requested to reallocate \$29,902 from the Housing Services category to the Financial Assistance category to meet the demand for short-term emergency rent, mortgage, and utility assistance, with no net change in the contract amount;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the FY2015-16 Interlocal Agreement between the City of Dallas and Dallas County Health and Human Services to: **(1)** revise the Statement of Services and budget to reallocate funds in the amount of \$29,902 from Emergency/Tenant Based Rental Assistance - Housing Services to Emergency/Tenant Based Rental Assistance, with no net change in the contract amount, and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations, and execute any and all documents required by the agreement.

Section 2. That the Chief Financial Officer is hereby authorized to reallocate funds as follows:

<u>Fund</u>	<u>Unit</u>	<u>Object Code</u>	<u>Encumbrance Number</u>	<u>Description</u>	<u>Original</u>	<u>Change</u>	<u>Revised</u>
HW15	670H	3099	CTGH184701	E/TBRA – Fin Asst	\$1,526,800	\$ 0	\$1,526,800
HW15	670H	3099	CTGH184701A	E/TBRA – Fin Asst	\$ 0	\$ 29,902	\$ 29,902
HW14	481G	3099	CTGH184702	E/TBRA – Hsg Serv	\$ 140,000	\$ 0	\$ 140,000
HW15	671H	3099	CTGH184703	E/TBRA – Hsg Serv	\$ 109,700	(\$29,902)	\$ 79,798
HW15	676H	3099	CTGH184704	Prog Admin/Proj Sp	\$ 124,355	\$ 0	\$ 124,355
Total					\$1,900,855	\$ 0	\$1,900,855

April 13, 2016

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

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing/Community Services

CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the contract with Legacy Counseling Center, Inc. for Housing Opportunities for Persons With AIDS (HOPWA) master leasing program to **(1)** revise the Statement of Services and budget to increase the contract amount from \$338,810 to \$376,810; and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations - Not to exceed \$38,000 - Financing: 2015-16 Housing Opportunities for Persons with AIDS Grant Funds

BACKGROUND

On June 10, 2015, City Council adopted the FY2015-16 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) grant funds, including \$5,637,374 in funding under the Housing Opportunities for Persons with AIDS (HOPWA) grant. On August 12, 2015, City Council by Resolution No. 15-1370 approved a contract with Legacy Counseling Center, Inc. (Legacy) to provide HOPWA master leasing for the period October 1, 2015 through September 30, 2016.

Legacy provides a HOPWA master leasing program for homeless persons living with HIV/AIDS, under which the agency leases a combination of one and two-bedroom units under a master lease with a private landlord, and subleases those units to homeless persons with HIV/AIDS for independent, long-term living. The master leasing program covers the cost of rent and utilities (less the required tenant 30% portion), along with other costs to operate the units. The agency also provides a housing case manager to provide support for the client in maintaining housing stability and access to care and services.

The agency notified the City that, based on its projection of expenditures and tenant rent collections, additional funds are needed to maintain leases on units currently serving homeless persons living with HIV/AIDS, in lieu of releasing those units back to the landlord and reducing the overall HIV-dedicated housing in the community.

BACKGROUND (Continued)

In addition, the Office of Management and Budget (OMB) has implemented new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200. On December 7, 2015, HUD issued a final rule incorporating these changes into HOPWA regulations. These new requirements must be incorporated into Exhibit B, HOPWA Contract Provisions, of the contract.

Legacy Counseling Center is a non-profit agency located in the Oak Lawn area. Legacy was founded in 1989, and has been providing services to the HIV/AIDS impacted population of Dallas and surrounding counties for the past 25 years. The agency’s programs fall under three categories of services – mental health, substance abuse, and housing. Mental health and substance abuse services include individual, couple, and family therapy and support groups for persons impacted by the HIV/AIDS epidemic, including crisis counseling as well as short- and long-term therapy. Legacy also provides HOPWA facility based housing assistance and HOPWA housing information services and resource identification for persons living with HIV/AIDS under separate contracts.

PERFORMANCE MEASURES

Number of Persons Assisted

	2015-16 <u>Goal</u>	2015-16 <u>Actual*</u>
Unduplicated clients served	30	48

*YTD data through 1/31/16 (4 months)

OUTCOME MEASURES

The intended outcome of HOPWA facility based housing assistance, as required by HUD, is: Housing Stability, measured by the percentage of clients who remain in stable housing at the end of each program year.

	2015-16 <u>Goal</u>	2015-16 <u>Actual*</u>
Percent in stable housing	92%	97.9%

*YTD data through 1/31/16 (4 months)

In FY2015-16, the agency also collects and reports data on access to care and support per HOPWA requirements.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a twelve-month contract with Legacy Counseling Center, Inc. for a master leasing program on September 11, 2013, by Resolution No. 13-1562.

Authorized the first twelve-month renewal option to the contract with Legacy Counseling Center, Inc. for a master leasing program on August 13, 2014, by Resolution No. 14-1227.

Authorized the second twelve-month renewal option to the contract with Legacy Counseling Center, Inc. for a master leasing program on August 12, 2015, by Resolution No. 15-1370.

Information about this item will be provided to the Housing Committee on April 4, 2016.

FISCAL INFORMATION

\$38,000 - 2015-16 Housing Opportunities for Persons with AIDS Grant Funds

ETHNIC COMPOSITION

Legacy Counseling Center, Inc. (Board)

Black Female	1	Black Male	0
White Female	3	White Male	6
Hispanic Female	0	Hispanic Male	1
Other Female	0	Other Male	0

OWNER(S)

Legacy Counseling Center, Inc.

Board of Directors

- | | |
|---------------------------|------------------|
| Justin Anderson, Chair | Patricia Horton |
| Gregg Gunter, Vice Chair | Vince Martinez |
| Pamela Roberts, Secretary | Roberta McDonald |
| John Horany, Treasurer | Sharon Walker |
| Scott Becker | Steve Weir |
| Ron Brady | |

April 13, 2016

WHEREAS, Housing Opportunities for Persons with AIDS (HOPWA) grant funds received from the U.S. Department of Housing and Urban Development have been designated to provide services to low-income persons with HIV/AIDS and HIV-related illness and their families; and

WHEREAS, the FY2015-16 Consolidated Plan Budget includes the Housing Opportunities for Persons with AIDS (HOPWA) grant from the U.S. Department of Housing and Urban Development in the amount of \$5,637,374; and

WHEREAS, the City of Dallas entered into a contract with Legacy Counseling Center, Inc. to provide a HOPWA master leasing program for the period October 1, 2015 through September 30, 2016; and

WHEREAS, additional funds are needed to maintain leases on units currently serving homeless persons living with HIV/AIDS, in lieu of releasing those units back to the landlord and reducing the overall HIV-dedicated housing in the community; and

WHEREAS, the Office of Management and Budget (OMB) and HUD have implemented new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which require a contract amendment;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the contract with Legacy Counseling Center, Inc. for HOPWA master leasing, to: **(1)** revise the Statement of Services and budget to increase the contract amount from \$338,810 to \$376,810, and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations, and execute any and all documents required by the contract.

Section 2. That the Chief Financial Officer is authorized to disburse funds, in periodic payments to Legacy Counseling Center, Inc., in an amount not to exceed \$38,000, from Fund HW15, Dept. HOU, Unit 672H, Object Code 3099, Encumbrance CTGH184711A, Vendor No. 502679.

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: Clean, Healthy Environment

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing/Community Services

CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the contract with Legacy Counseling Center, Inc. for Housing Opportunities for Persons With AIDS (HOPWA) facility-based housing assistance to **(1)** revise the Statement of Services and budget to reallocate funds in the amount of \$20,000 from the budget category Supportive Services to Housing Facility Operations, with no net change in the contract amount; and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations – Financing: No cost consideration to the City

BACKGROUND

On June 10, 2015, City Council adopted the FY2015-16 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) grant funds, including \$5,637,374 in funding under the Housing Opportunities for Persons with AIDS (HOPWA) grant. On August 12, 2015, City Council by Resolution No. 15-1371 approved a contract with Legacy Counseling Center, Inc. to provide HOPWA facility based housing assistance for the period October 1, 2015 through September 30, 2016.

Legacy provides HOPWA facility based housing assistance and hospice/respite care to critically ill persons living with HIV/AIDS, in a home-like setting at the Legacy Founder's Cottage, located in Oak Cliff (75208) and comprised of seven single room occupancy units. The facility serves critically ill people living with AIDS, focusing on alleviating their pain and suffering and providing comfort and support during the final stages of the disease (typically in the last six months of life).

Due to larger than expected facility maintenance expenses already incurred during this contract term, the agency has requested to reallocate funds in the amount of \$20,000 from Supportive Services to Housing Facility Operations for the remainder of the term, with no net change in the contract amount. The agency will leverage other support services funding to ensure no disruption in services to residents.

BACKGROUND (Continued)

In addition, the Office of Management and Budget (OMB) has implemented new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200. On December 7, 2015, HUD issued a final rule incorporating these changes into HOPWA regulations. These new requirements must be incorporated into Exhibit B, HOPWA Contract Provisions, of the contract.

Legacy Counseling Center is a non-profit agency located in the Oak Lawn area. Legacy was founded in 1989, and has been providing services to the HIV/AIDS impacted population of Dallas and surrounding counties for the past 25 years. The agency's programs fall under three categories of services – mental health, substance abuse, and housing. Mental health and substance abuse services include individual, couple, and family therapy and support groups for persons impacted by the HIV/AIDS epidemic, including crisis counseling as well as short- and long-term therapy. Legacy also provides HOPWA housing information services and resource identification for persons living with HIV/AIDS and HOPWA master leasing program for homeless persons living with HIV/AIDS under separate contracts.

PERFORMANCE MEASURES

Number of Persons Assisted

	2015-16 <u>Goal</u>	2015-16 <u>Actual*</u>
Unduplicated clients served	26	13

*YTD data through 1/31/16 (4 months)

OUTCOME MEASURES

The intended outcome of HOPWA facility based housing assistance, as required by HUD, is: Housing Stability, measured by the percentage of clients who remain in stable housing at the end of each program year.

	2015-16 <u>Goal</u>	2015-16 <u>Actual*</u>
Percent in stable housing	92%	100%

*YTD data through 1/31/16 (4 months)

In FY2015-16, the agency also collects and reports data on access to care and support per HOPWA requirements.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized the twelve-month renewal option to the contract with Legacy Counseling Center, Inc. for facility based housing assistance on August 8, 2012, by Resolution No. 12-1905.

Authorized a twelve-month contract, with two twelve-month renewal options contingent upon available funding, with Legacy Counseling Center, Inc. for facility based housing assistance on September 11, 2013, by Resolution No. 13-1559.

Authorized the first twelve-month renewal option to the contract with Legacy Counseling Center, Inc. for facility based housing assistance on August 13, 2014, by Resolution No. 14-1226.

Authorized the second twelve-month renewal option to the contract with Legacy Counseling Center, Inc. for facility based housing assistance on August 12, 2015, by Resolution No. 15-1371

Information about this item will be provided to the Housing Committee on April 4, 2016.

FISCAL INFORMATION

No cost consideration to the City

ETHNIC COMPOSITION

Legacy Counseling Center, Inc. (Board)

Black Female	1	Black Male	0
White Female	3	White Male	6
Hispanic Female	0	Hispanic Male	1
Other Female	0	Other Male	0

OWNER(S)

Legacy Counseling Center, Inc.

Board of Directors

- | | |
|---------------------------|------------------|
| Justin Anderson, Chair | Patricia Horton |
| Gregg Gunter, Vice Chair | Vince Martinez |
| Pamela Roberts, Secretary | Roberta McDonald |
| John Horany, Treasurer | Sharon Walker |
| Scott Becker | Steve Weir |
| Ron Brady | |

April 13, 2016

WHEREAS, Housing Opportunities for Persons with AIDS (HOPWA) grant funds received from the U.S. Department of Housing and Urban Development (HUD) have been designated to provide services to low-income persons with HIV/AIDS and HIV-related illness and their families; and

WHEREAS, the FY2015-16 Consolidated Plan Budget includes the Housing Opportunities for Persons with AIDS (HOPWA) grant from the U.S. Department of Housing and Urban Development in the amount of \$5,637,374; and

WHEREAS, the City of Dallas entered into a contract with Legacy Counseling Center, Inc. to provide HOPWA facility based housing assistance for the period October 1, 2015 through September 30, 2016; and

WHEREAS, due to larger than expected facility maintenance expenses, Legacy Counseling Center, Inc. requested to amend the contract to reallocate funds in the amount of \$20,000 from Supportive Services to Housing Facility Operations, with no net change in the contract amount and no disruption in services; and

WHEREAS, the Office of Management and Budget (OMB) and HUD have implemented new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which require a contract amendment; **NOW, THEREFORE,**

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplement Agreement No. 1 to the contract with Legacy Counseling Center, Inc., providing HOPWA facility-based housing assistance, to: **(1)** revise the Statement of Services and budget to reallocate funds in the amount of \$20,000 from Supportive Services to Housing Facility Operations, with no net change in the contract amount, and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations, and execute any and all documents required by the contract.

Section 2. That the Chief Financial Officer is authorized to reallocate funds as follows:

<u>Fund</u>	<u>Unit</u>	<u>Object</u>	<u>Encumbrance</u>	<u>Description</u>	<u>Original</u>	<u>Change</u>	<u>Revised</u>
HW15	672H	3099	CTGH184705	Housing Facilities Operation	\$ 49,314	\$20,000	\$ 69,314
HW15	673H	3099	CTGH184706	Supportive Services	\$ 195,796	(\$20,000)	\$175,796
HW15	676H	3099	CTGH184707	Program Admin/Project Spon	\$ 17,157	\$ 0	\$ 17,157
Total					\$ 262,267	\$ 0	\$262,267

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: Clean, Healthy Environment

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing/Community Services

CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the contract with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas for Housing Opportunities for Persons With Aids (HOPWA) facility based housing assistance to **(1)** revise the Statement of Services and budget to increase the contract amount from \$1,177,620 to \$1,201,620; and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations - Not to exceed \$24,000 - Financing: 2015-16 Housing Opportunities for Persons with AIDS Grant Funds

BACKGROUND

On June 10, 2015, City Council adopted the FY2015-16 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) grant funds, including \$5,637,374 in funding under the Housing Opportunities for Persons with AIDS (HOPWA) grant. On August 12, 2015, City Council by Resolution No. 15-1375 approved a contract with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas (ASD) to provide HOPWA facility based housing assistance for the period October 1, 2015 through September 30, 2016.

PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas provides HOPWA facility based housing assistance for persons living with HIV/AIDS. Under this program, the agency provides housing and supportive services to low-income and homeless persons living with HIV/AIDS and their families in four apartment communities (125 units). The properties are located in North Oak Cliff (75203), south of the Trinity River and adjacent to the Central Business District.

The agency requested funding for a staff position to centralize its intake/outreach effort into one central person who will maintain contact and keep track of applicants awaiting housing placement, away from the current decentralized approach using several internal case management staff. This centralized ASD contact will also allow more effective coordination with homeless outreach staff in the City's Housing/Community Services Department.

BACKGROUND (Continued)

In addition, the Office of Management and Budget (OMB) has implemented new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200. On December 7, 2015, HUD issued a final rule incorporating these changes into HOPWA regulations. These new requirements must be incorporated into Exhibit B, HOPWA Contract Provisions, of the contract.

AIDS Services of Dallas is a non-profit agency located in the southwestern part of the city. The agency was founded in 1987, with its mission being to create and strengthen healthy communities through the delivery of quality, affordable, service-enriched housing for individuals and families living with HIV/AIDS. The agency has been providing supportive housing services continually since April 1987.

PERFORMANCE MEASURES

Number of Persons Assisted

	<u>2015-16 Goal</u>	<u>2015-16 Actual*</u>	-
Unduplicated clients served at Ewing	24	22	
Unduplicated clients served at Hillcrest	75	71	
Unduplicated clients served at Revlon	28	27	
Unduplicated clients served at Spencer	13	10	
Total unduplicated clients served	140	130	

*YTD data through 1/31/16 (4 months)

OUTCOME MEASURES

The intended outcome of HOPWA facility based housing assistance, as required by HUD, is: Housing Stability, measured by the percentage of clients who remain in stable housing at the end of each program year.

	<u>2015-16 Goal</u>	<u>2015-16 Actual*</u>
Percent in stable housing at Ewing	92%	100%
Percent in stable housing at Hillcrest	92%	94%
Percent in stable housing at Revlon	92%	100%
Percent in stable housing at Spencer	92%	100%

*YTD data through 1/31/16 (4 months)

In FY2015-16, the agency also collects and reports data on access to care and support per HOPWA's requirements.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized the first twelve-month renewal option to the contract with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas for facility based housing assistance on August 13, 2014, by Resolution No. 14-1229.

Authorized a secured, no interest forgivable loan agreement with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas, for non-substantial rehabilitation at Ewing Center, on October 22, 2014, by Resolution No. 14-1793.

Authorized a secured, no interest forgivable loan agreement with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas, for non-substantial rehabilitation at Spencer Gardens, on October 22, 2014, by Resolution No. 14-1794.

Authorized the second twelve-month renewal option to the contract with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas for facility based housing assistance on August 12, 2015, by Resolution No. 15-1375.

Information about this item will be provided to the Housing Committee on April 4, 2016.

FISCAL INFORMATION

\$24,000 - 2015-16 Housing Opportunities for Persons with AIDS Grant Funds

ETHNIC COMPOSITION

Black Female	1	Black Male	1
White Female	2	White Male	15
Hispanic Female	2	Hispanic Male	1
Other Female	0	Other Male	2

OWNER(S)

PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas

Board of Directors

- | | |
|-----------------------------|-----------------|
| Don Neubauer, Chair | Dennis Kershner |
| Donald Mercer, Vice Chair | James Lightfoot |
| Karen Charleston, Secretary | Arlen Miller |
| William Early, Treasurer | David Nelson |
| Jacque Borel | Ashley Peña |
| Debbie Ochoa Duncan | Rich Perry |
| Mark Edgell | Budi Sutomo |

OWNER(S) (Continued)

PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas

Board of Directors

Samuel W. Etheridge
Robert Helm
Bruce Jaster
Domingo Jimenez
Matthew Jones

Wayne Thomas
Jonathan Thorne
Jennifer Thornton
Sharon Valenti
Hon. Ernie White

April 13, 2016

WHEREAS, Housing Opportunities for Persons with AIDS (HOPWA) grant funds received from the U.S. Department of Housing and Urban Development have been designated to provide services to low-income persons with HIV/AIDS and HIV-related illness and their families; and

WHEREAS, the FY2015-16 Consolidated Plan Budget includes the Housing Opportunities for Persons with AIDS (HOPWA) grant from the U.S. Department of Housing and Urban Development in the amount of \$5,637,374; and

WHEREAS, the City of Dallas entered into a contract with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas (ASD) to provide HOPWA facility based housing assistance for the period October 1, 2015 through September 30, 2016; and

WHEREAS, the agency has requested funding for an outreach/intake staff position to centralize its intake/outreach effort into one central person who will maintain contact and keep track of applicants awaiting housing placement; and

WHEREAS, the Office of Management and Budget (OMB) and HUD have implemented new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which require a contract amendment;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the contract with PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas for Housing Opportunities for Persons With AIDS (HOPWA) facility based housing assistance to **(1)** revise the Statement of Services and budget to increase the contract amount from \$1,177,620 to \$1,201,620, and **(2)** revise the HOPWA Contract Provisions to include changes to applicable federal regulations, and execute any and all documents required by the contract.

Section 2. That the Chief Financial Officer is authorized to disburse, in periodic payments to PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas, an amount not to exceed \$24,000, from HW15, Dept HOU, Unit 673H, Encumbrance CTGH184717A, Object Code 3099, Vendor No. 268632.

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

AGENDA ITEM # 30

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

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 4

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: N/A

SUBJECT

Authorize an amendment to the one-hundred-twenty-six-month concession contract with Ira McGraw, dba IAMJ Enterprises, Inc., to define roles, responsibilities and compensation as a result of the closure of the Cedar Crest Golf Course and Banquet Facility located at 1800 Southerland Avenue – Not to exceed \$239,925 – Financing: Golf Improvement Funds

BACKGROUND

Cedar Crest Golf Course opened for play in 1918 and has not been renovated since 2003. The renovation of the existing golf course includes, bunker replacement, greens contouring and replacement, soil preparation, grassing, landscape form, planting selections, and tee box improvements. Golf course renovations are necessary to retain a product that will generate attendance and revenues required to sustain the golf system through operations and capital improvements. The City has successfully renovated courses with golf revenues, which are consistently recognized throughout the metroplex as top quality golf destinations and top performers.

This action will amend the one-hundred-twenty-six-month concession contract with Ira McGraw that was approved on June 11, 2008, by Resolution No. 08-1654 for the management of the pro shop operations. The City of Dallas golf course facility and grounds operations are managed through city forces and the business operations are managed by private contractors who are PGA Professionals. This public/private contractual partnership maximizes the revenue potential and return on investment for both the operator and the City of Dallas.

BACKGROUND (CONTINUED)

The golf course renovation will close the course during busy golfing season, during which time the golf pro will have no opportunity to generate revenue from the facilities but will continue to have financial responsibility for many aspects of the operation. During the period of the renovation, the golf pro will be preparing the marketing plan for the course re-opening and by providing professional input during the course construction regarding the final product including landscaping selection, greens, and tee box sculpting. The City proposes to compensate Mr. McGraw for professional services compensation not to exceed \$51,047 during the period of closure for his professional oversight during construction. The proposed professional compensation is based on previous amendments to management agreements with pros at both Stevens Park Golf Course and Luna Vista Golf Course during golf course renovations.

Substantiated and validated expenses of approximately \$88,909 will be incurred by Mr. McGraw, against which he has no opportunity to generate revenue. During the period the course will be closed, expenses include maintaining the telephone lines, liquor license, insurance, pest control and golf shop security system. The costs for staff to close and re-open the pro shop and café, and losses for merchandise liquidation are also considered for compensation.

During the term of the renovation and seven months after re-opening the course, the City will assume all utility costs for the golf course, pro shop and cart barn, in an amount not to exceed \$8,591.

The City, through its Park and Recreation Department, agrees to compensate Ira McGraw a sum of \$91,378 for Concessionaires closure relief as a result of loss of revenue during closure of the golf course and to account for the time it will take to regenerate the customer base of Cedar Crest Golf Course which has dropped during the course of the last few seasons. Over the course of the last three years, the rounds at Cedar Crest have declined due to the continued decline in the condition of the greens. This decline has impacted the perception of the golfing public and by allocating these funds to Mr. McGraw, he will have the opportunity to create new golf programs, invest in staff and create additional opportunities to generate interest in Cedar Crest Golf Course and to rebuild the customer base.

The City's proposed compensation breaks down as follows:

Pro compensation	\$ 51,047
Fixed cost reimbursement	\$ 88,909
Forego seven months of utilities beginning October 2016	\$ 8,591
Commissions waiver (five months waived)	\$ 18,749
Customer Base Regeneration	<u>\$ 72,629</u>
Total Proposed Supplemental Agreement	\$239,925

ESTIMATED SCHEDULE OF PROJECT

Begin Renovation	May 2016
Complete Renovation	September 2016

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council authorized the concession agreement for management of Cedar Crest Golf Course on June 11, 2008, by Resolution No. 08-1654.

City Council authorized the banquet facility management agreement on August 27, 2008, by Resolution No. 08-2229.

The Park and Recreation Board authorized an amendment to the concession contract on March 10, 2016.

Information about this item will be provided to the Quality of Life & Environment Committee on April 11, 2016.

FISCAL INFORMATION

Golf Improvement Funds - \$239,925

April 13, 2016

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

WHEREAS, the Park and Recreation Board has developed a golf pro shop management plan which provides for the operation of the golf pro shops at Cedar Crest, Luna Vista, Stevens Park, Tenison Park and Grover C. Keeton Golf Courses through professional managers as independent contractors; and

WHEREAS, the City Charter requires that the City Council approve any contract which exceeds one year in duration; and

WHEREAS, on June 11, 2008, Resolution No. 08-1654 authorized a concession contract for the operation of the golf prop shop that provides for the full service golf facility at Cedar Crest to the citizens including merchandise, golf carts, club repairs, club rentals, food and drink, beer, driving range, lessons, and building reservations through Ira McGraw, a professional manager, as an independent contractor and any and all assignees including IAMJ Enterprises, Inc. a Texas Corporation (IAMJ Enterprises, Inc.); and

WHEREAS, the City is preparing to conduct a renovation of Cedar Crest Golf Course beginning on or about May 1, 2016 and ending on or about September 30, 2016; and

WHEREAS, pursuant to Section 22 of the Contract, the City will close down Cedar Crest Golf Course during the renovation; and

WHEREAS, this action authorizes an amendment to the one-hundred-twenty-six-month concession contract with Ira McGraw to define roles, responsibilities, compensation and reimbursement for professional services performed and costs incurred during the closure of the premises including presenting to the public on the golf course renovations; providing a marketing plan; and providing professional knowledge as to landscaping form and planting selections, green contouring and placement, bunkers and fairway sculpting and drainage which is consistent with previous amendments to management agreements with pros at both Stevens Park Golf Course and Luna Vista Golf Course.

Now, Therefore,

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

April 13, 2016

SECTION 1. That the City Manager is hereby authorized to enter into an amendment to the one-hundred-twenty-six-month concession contract with Ira McGraw, dba IAMJ Enterprises, Inc., to define roles, responsibilities and compensation as a result of the closure of the Cedar Crest Golf Course for renovation, in an amount not to exceed \$239,925.

SECTION 2. That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a concession agreement with Ira McGraw, dba IAMJ Enterprises, Inc., after approval as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to pay compensation in an amount not to exceed \$239,925 during closure of the premises to IAMJ Enterprises, Inc. from Golf Improvement Funds (subject to appropriations), Fund 0332, Department PKR, Unit 9363, Object 3070, Activity PK19, Commodity 92500.

<u>AMOUNT</u>	<u>UNIT</u>	<u>ENCUMBRANCE</u>	<u>VENDOR NO.</u>	<u>VENDOR</u>
\$239,925	9363	PKR16F018	VS0000032011	IAMJ Enterprises, Inc.

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: Public Safety
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Police
CMO: Eric Campbell, 670-3255
MAPSCO: N/A

SUBJECT

Authorize an Interlocal Agreement with the Comal County District Attorney, Balcones Heights Police Department, Boerne Police Department, Kendall County Sheriff's Office, San Antonio Police Department, Comal County Sheriff's Office, Gonzales Police Department, Inspector General, Guadalupe County Sheriff's Office, New Braunfels Police Department and the Comal County Gang Offender Narcotics Enforcement Unit and the Dallas Police Department to share the proceeds received by the Comal County District Attorney for asset seizures and forfeitures under Chapter 59 of the Texas Code of Criminal Procedure for the period beginning upon completion of signatures to the interlocal agreement, and will terminate upon final distribution of all proceeds and property forfeited pursuant to the investigation - Financing: No cost consideration to the City

BACKGROUND

The Dallas Police Department, the Comal County District Attorney, Balcones Heights Police Department, Boerne Police Department, Kendall County Sheriff Office, San Antonio Police Department, Comal County Sheriff Office, Gonzales Police Department, Inspector General, Guadalupe County Sheriff Office, New Braunfels Police Department and the Comal County Gang Offender Narcotics Enforcement Unit are seeking authorization to execute the interlocal agreement for the disposition of contraband seized and forfeited pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

The provisions of this new proposed agreement are as follows:

In forfeiture cases filed involving currency, plus the applicable interest thereon and the proceeds realized from the sale of forfeited assets shall be shared among the parties as follows:

BACKGROUND (continued)

1. Pre-Trial Disposition: This formula applies to default judgment, summary judgments, settlements or any other pre-trial dispositions. Ten percent (10%) of any Forfeited Currency or proceeds from sold Personal Property shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that the remaining ninety percent (90%) of any Forfeited Currency shall be distributed as set forth below for official law enforcement purposes as permitted by law:
 - a. Balcones Heights Police Department shall receive three percent (3%);
 - b. Boerne Police Department shall receive three percent (3%);
 - c. Kendall County Sheriff's Office shall receive three percent (3%);
 - d. San Antonio Police Department shall receive three percent (3%);
 - e. Comal County Sheriff's Office shall receive five percent (5%);
 - f. Dallas Police Department shall receive five percent (5%);
 - g. Gonzales Police Department shall receive five percent (5%);
 - h. Inspector General shall receive five percent (5%);
 - i. Guadalupe County Sheriff's Office shall receive eighteen percent (18%);
 - j. New Braunfels Police Department shall receive eighteen percent (18%);
and
 - k. Comal County Gang Offender Narcotics Enforcement Unit shall receive twenty-two (22%).

2. Trial Disposition: This formula shall apply to bench or jury trial dispositions, which include settlements or judgments in favor of the State occurring after a case is set for trial. Fifteen percent (15%) of any Forfeited Currency shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that the remaining eighty-five percent (85%) of any Forfeited Currency shall be distributed as set forth below for official law enforcement purposes as permitted by law:
 - a. Balcones Heights Police Department shall receive two and a half percent (2.5%);
 - b. Boerne Police Department shall receive two and a half percent (2.5%);
 - c. Kendall County Sheriff's Office shall receive two and a half percent (2.5%);
 - d. San Antonio Police Department shall receive two and a half percent (2.5%);
 - e. Comal County Sheriff's Office shall receive four and a half percent (4.5%);
 - f. Dallas Police Department shall receive four and a half percent (4.5%);
 - g. Gonzales Police Department shall receive four and a half percent (4.5%);
 - h. Inspector General shall receive four and a half percent (4.5%);
 - i. Guadalupe County Sheriff's Office shall receive seventeen and a half percent (17.5%);

BACKGROUND (continued)

- j. New Braunfels Police Department shall receive seventeen and a half percent (17.5%); and
 - k. Comal County Gang Offender Narcotics Enforcement Unit shall receive twenty-two percent (22%).
3. All fees associated with the seizure and forfeiture of the contraband, including any court costs and trial expenses, shall be deducted from the forfeited amount prior to distribution to any agency.
 4. Law Enforcement Agency shall require its officers to cooperate with the Prosecuting Attorney, including but not limited to, being available to testify at hearings and trial, providing offense reports to Prosecuting Attorney upon request, and providing any and all additional evidence that may be necessary for the forfeiture case.

This INTERLOCAL AGREEMENT shall be in effect from and after the 1st day of February, 2016. It is the specific intention of the parties that this INTERLOCAL AGREEMENT shall remain in effect until the seizure that gave rise to this interlocal agreement and any subsequent forfeiture action is completed and all appeals have been exhausted.

It is the specific intention of the parties that this INTERLOCAL AGREEMENT shall apply to all things finally forfeited to the State pursuant to Chapter 59 of the Texas Code of Criminal Procedure from and after the effective date of this INTERLOCAL AGREEMENT. Money and property shall be considered to have been finally forfeited to the State when the forfeiture judgment has become final and no motion for new trial or appeal has been taken.

If lawful money of the United States is seized as contraband pursuant to the provisions of Chapter 59 of the Texas Code of Criminal Procedure and falls under the terms of this INTERLOCAL AGREEMENT, the Prosecuting Attorney may deposit funds in an interest-bearing account in the Comal County Treasury to be maintained until final disposition of said funds. All disbursement of forfeited funds held in such accounts shall include any interest that has accrued except as otherwise provided herein. Disbursement of funds shall be made when a final judgment has been properly executed, a certified copy of such judgment has been duly served upon each party, and all reasonable costs associated with the maintenance of said funds have been deducted therefrom.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Information about this item was provided to the Public Safety Committee on March 28, 2016.

FISCAL INFORMATION

No cost consideration to the City.

April 13, 2016

WHEREAS, the Comal County District Attorney, Balcones Heights Police Department, Boerne Police Department, Kendall County Sheriff Office, San Antonio Police Department, Comal County Sheriff Office, Gonzales Police Department, Inspector General, Guadalupe County Sheriff Office, New Braunfels Police Department and the Comal County Gang Narcotics Enforcement Unit and the Dallas Police Department has recently requested that the City of Dallas enter into an Interlocal Agreement to receive the disposition of forfeited money and/or property required through contraband seizure; and

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure, entitled "Forfeiture of Contraband" provides for the forfeiture to the State of Texas of property found to be "contraband" as defined therein; and

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure authorizes "local agreements" between the attorney representing the State and law enforcement agencies to effect the disposition of forfeited contraband; and

WHEREAS, the Prosecuting Attorney represents the State of Texas in forfeiture proceedings involving contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, the Comal County District Attorney, Balcones Heights Police Department, Boerne Police Department, Kendall County Sheriff Office, San Antonio Police Department, Comal County Sheriffs Office, Gonzales Police Department, Inspector General, Guadalupe County Sheriff Office, New Braunfels Police Department and the Comal County Gang Narcotics Enforcement Unit and the Dallas Police Department desire to enter into an "interlocal agreement" regarding the disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure;

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 Comal County District Attorney, Balcones Heights Police Department, Boerne Police Department, Kendall County Sheriff's Office, San Antonio Police Department, Comal County Sheriffs Office, Gonzales Police Department, Inspector General, Guadalupe County Sheriff's Office, New Braunfels Police Department, the Comal County Gang Narcotics Enforcement Unit and the Dallas Police Department for the disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure for the period beginning upon completion of signatures to the interlocal agreement, unless terminated by either the District Attorney or the City of Dallas, with the following mutual considerations:

April 13, 2016

Section 1. (Continued)

- a. Pre-Trial Disposition: The Dallas Police Department will receive 5% of forfeited currency and shall be distributed as set forth for official law enforcement purposes as permitted by law
- b. Trial Disposition: The Dallas Police Department will receive 4.5% of forfeited currency and shall be distributed as set forth for official law enforcement purposes as permitted by law

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit proceeds shared through asset seizures and forfeitures under Chapter 59 of the Texas Code in Fund 0411, Department DPD, Unit 6367, Revenue Source 8473 to be used by the Dallas Police Department solely for law enforcement purposes in accordance with Chapter 59 of the Texas Code of Criminal Procedure.

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
Public Safety

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 13, 14

DEPARTMENT: Public Works Department
Water Utilities

CMO: Jill A. Jordan, P.E., 670-5299
Mark McDaniel, 670-3256

MAPSCO: 13X 15Y 16E 16J 23L 23P 23Q 25U 27V 27Z 33R 33S 34F
34N 34X 35T 35U 36G 36R 36V 37H 37J 37S 38C 39J 39L
39S 45L 53D 53G 54K 54V 55Y 56S 56X 64P 64X 64Y 65P
65Q 65T

SUBJECT

2016 Street Resurfacing and Street Improvements

- * Authorize a construction contract with Pavecon Public Works, LP, lowest responsible bidder of two, in the amount of \$21,008,182 for the construction of pavement surface improvements for the 2016 Street Resurfacing and Street Improvements Project (list attached) - Not to exceed \$21,008,182 - Financing: General Obligation Commercial Paper Funds (\$19,831,301), 2012 Bond Funds (\$918,493) and Water Utilities Capital Construction Funds (\$258,388)
- * Authorize a professional services contract with T. Smith Inspection and Testing, LLC to provide construction material testing services during the construction of the 2016 Street Resurfacing and Street Improvements Project - Not to exceed \$585,410 - Financing: General Obligation Commercial Paper Funds (\$384,035), and 2012 Bond Funds (\$201,375)

BACKGROUND

This action will authorize a construction contract for the 2016 Street Resurfacing and Street Improvements Project. Street resurfacing and other related street improvements will be performed on streets specifically identified within the 2012 Bond Program.

BACKGROUND (Continued)

Improvements consist of repairs to the pavement markings and barrier-free ramps. Limited curb and gutters, sidewalks and drive approaches will be replaced as required. This contract will provide resurfacing for 49 street segments for a total of 79.61 lane miles currently in unsatisfactory condition. Pavement markings will be placed as needed and utility manholes will be adjusted level with the road surfaces as required. Water valve stacks, wastewater manholes, and other related items will also be adjusted in conjunction with the street improvements.

This action will also authorize a professional services contract for the construction material testing services for pavement surface improvements of the 2016 Street Resurfacing and Street Improvements Project. These testing services are required to assure that the material utilized during construction is in conformance with the quality required by the project specifications.

T. Smith Inspection and Testing, LLC has successfully performed numerous projects for municipalities and TxDOT within the Metroplex Area for construction material testing services and geo-technical investigations.

Pavecon Public Works, LP was recently awarded a street reconstruction project by the City of Dallas that is still in progress. They have also performed work for the Texas Department of Transportation (TxDOT). TxDOT showed the following:

	<u>TxDOT</u>
Projects Completed	3
Projects in progress	2
Projects Requiring Liquidated Damages	0
Projects Completed by Bonding Company	0

ESTIMATED SCHEDULE OF PROJECT

Begin Construction	May 2016
Complete Construction	February 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

Pavecon Public Works, LP

2012 Bond Funds - \$918,492.77

2012 Bond Program (General Obligation Commercial Paper Funds) - \$19,831,300.63

Water Utilities Capital Construction Funds - \$258,388.12

<u>Council District</u>	<u>Amount</u>
1	\$ 2,048,523.68
2	\$ 2,538,551.77
3	\$ 2,083,850.40
4	\$ 1,503,123.61
6	\$ 1,815,559.56
7	\$ 372,400.54
8	\$ 1,839,823.30
9	\$ 3,376,058.66
10	\$ 169,098.06
11	\$ 1,213,722.22
13	\$ 2,215,823.62
14	<u>\$ 1,831,646.10</u>
Total	\$21,008,181.52

T. Smith Inspection and Testing, LLC

2012 Bond Program (General Obligation Commercial Paper) - \$384,035.04

2012 Bond Funds - \$201,374.96

<u>Council District</u>	<u>Amount</u>
1	\$ 56,511.43
2	\$ 72,630.23
3	\$ 50,986.84
4	\$ 41,933.15
6	\$ 41,760.73
7	\$ 8,415.31
8	\$ 51,766.95
9	\$ 89,529.21
10	\$ 8,340.30
11	\$ 48,824.11
13	\$ 60,209.11
14	<u>\$ 54,502.63</u>
Total	\$585,410.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Pavecon Public Works, LP

African-American Female	0	African-American Male	2
Hispanic Female	3	Hispanic Male	53
White Female	2	White Male	35
Other Female	0	Other Male	0

T. Smith Inspection and Testing, LLC

African-American Female	1	African-American Male	15
Hispanic Female	1	Hispanic Male	4
White Female	4	White Male	13
Other Female	0	Other Male	4

BID INFORMATION

The following bids were received and opened on December 11, 2015:

*Denotes successful bidder

BIDDERS

BID AMOUNT

*Pavecon Public Works, LP 3022 Roy Orr Boulevard Grand Prairie, Texas 75050	\$21,008,181.52
NPL Construction, Inc.	\$21,867,327.00

OWNERS

Pavecon Public Works, LP

Marty Murphy, President

T. Smith Inspection and Testing, LLC

Terry L. Smith, President and Chief Executive Officer

MAPS

Attached.

2016 Street Resurfacing and Street Improvements

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Barnett Avenue	Irwindell Boulevard to Brooklyndell Avenue	1
Edgefield Avenue	Clarendon Drive to Illinois Avenue	1
Jefferson Boulevard	Rosemont Avenue to Hampton Road	1
Empire Central Street	Harry Hines Boulevard to Heartsill Drive	2
Harry Hines Boulevard	Medical District Drive to Butler Street	2
Mockingbird Lane	Maple Avenue to Harry Hines Boulevard	2
Lemmon Avenue	West University Boulevard to Bluffview Boulevard	2
Autum Woods Trail	Red Bird Lane (W) to Highcrest Dive	3
Caravan Trail	Singing Hills Drive to Lazy River Drive	3
Lazy River Drive	Red Bird Lane (W) to University Hills Boulevard	3, 8
Red Bird Lane	Polk Street (S) to Bar Harbor Drive	3
Silvery Moon Drive	Singing Hills Drive to Silvery Moon Circle	3
Spring Glen Drive	Willow Glen Drive to Cedar Glen Drive	3

2016 Street Resurfacing and Street Improvements

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Bonnie View Road	Springview Avenue to Fordham Road	4
Hudspeth Avenue	Biglow Street to Cardinal Drive	4
Illinois Avenue	Orial Avenue to Michigan Avenue	4
Linfield Road	Seay Drive to Humphrey Drive	4
Ambassador Row	Regal Row to Dividend Drive	6
Forest Lane	High Meadow Drive to Josey Lane	6, 13
Walnut Hill Lane	500' West of Dale Crest Drive to Webb Chapel Road	6, 13
Shiloh Road	Blyth Drive to Lockhart Avenue	7
Goldwood Drive	South Polk Street to Woodspan Drive	8
Havenwood Drive	Woodshire Drive to Woodspan Drive	8
Ivywood Drive	Woodspan Drive to Woodshire Drive	8
Kirnwood Drive	Leigh Ann Drive to Woodspan Drive	8
Woodshire Drive	Kirnwood Drive to Clearwood Drive	8

2016 Street Resurfacing and Street Improvements

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Abrams Road	Mockingbird Lane to Lange Circle	9, 14
Easton Road	Northwest Highway to East of Bon Aire Drive	9
Gus Thomasson Road	Materhorn Drive to Maylee Boulevard	9
Kenwood Avenue	Sperry Street to Frontier Lane	9
Lanewood Circle	Neering Drive to Jupiter Road	9
Peavy Road	Lake Highlands (E) to Northcliff Drive	9
Rupley Lane	Sunland Street to Jupiter Road	9
Sondra Drive	Hillside Drive to Wendover Road	9
Strayhorn Drive	Barnes Bridge Road to Plummer Drive	9
Velasco Avenue	Abrams Road to Pearson Drive	9
West Shore Drive	Tokalon Drive to Meadow Lake Avenue	9
Ferndale Road	Linkwood Drive to Longmont Drive	10
Ferndale Road	Shoreview Road to NW Highway	10

2016 Street Resurfacing and Street Improvements

<u>Project</u>	<u>Limits</u>	<u>Council District</u>
Forest Lane	Preston Haven Drive to High Forest Drive	11
Meadering Way	Birchwood Drive to Spring Valley Road	11
Meandering Way	Spring Valley Road to Belt Line Road	11
Norcross Lane	Webb Chapel Road to Cromwell Drive	13
Park Lane	Thackery Street to Hillcrest Road	13
Pensive Drive	Walnut Hill Lane to Merrell Road	13
Timberview Road	Pensive Drive to Webb Chapel Road	13
Cole Avenue	Harvard Avenue to Lee Street	14
Avondale Avenue	Throckmorton Street to Oak Lawn Avenue	14
Main Street	Harwood Street to Lamar Street	14

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a construction contract with Pavecon Public Works, LP, lowest responsible bidder of two, in the amount of \$21,008,182 for the construction of pavement surface improvements for the 2016 Street Resurfacing and Street Improvements Project (list attached) - Not to exceed \$21,008,182 - Financing: General Obligation Commercial Paper Funds (\$19,831,301), 2012 Bond Funds (\$918,493) and Water Utilities Capital Construction Funds (\$258,388)

Pavecon Public Works, LP is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$20,216,548.02	96.23%
Total non-local contracts	\$791,633.50	3.77%
TOTAL CONTRACT	\$21,008,181.52	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
I&H Concrete Cutting	BMDB1004Y0516	\$4,226,789.00	20.91%
GL Morris Enterprises	WFWB64135Y0217	\$676,800.00	3.35%
Total Minority - Local		\$4,903,589.00	24.26%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Roadmaster Sriping LLC	HMDB64683Y0316	\$348,253.50	43.99%
Total Minority - Non-local		\$348,253.50	43.99%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$4,226,789.00	20.91%	\$4,226,789.00	20.12%
Hispanic American	\$0.00	0.00%	\$348,253.50	1.66%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$676,800.00	3.35%	\$676,800.00	3.22%
Total	<u>\$4,903,589.00</u>	<u>24.26%</u>	<u>\$5,251,842.50</u>	<u>25.00%</u>

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with T. Smith Inspection and Testing, LLC to provide construction material testing services during the construction of the 2016 Street Resurfacing and Street Improvements Project - Not to exceed \$585,410 - Financing: General Obligation Commercial Paper Funds (\$384,035), and 2012 Bond Funds (\$201,375)

T. Smith Inspection and Testing, LLC is a non-local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$152,206.00	26.00%
Total non-local contracts	\$433,204.00	74.00%
TOTAL CONTRACT	\$585,410.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Geotel Engineering, Inc.	PMDB64524Y0316	\$76,103.00	50.00%
Globe Engineering	WFDB3012041216	\$76,103.00	50.00%
Total Minority - Local		\$152,206.00	100.00%

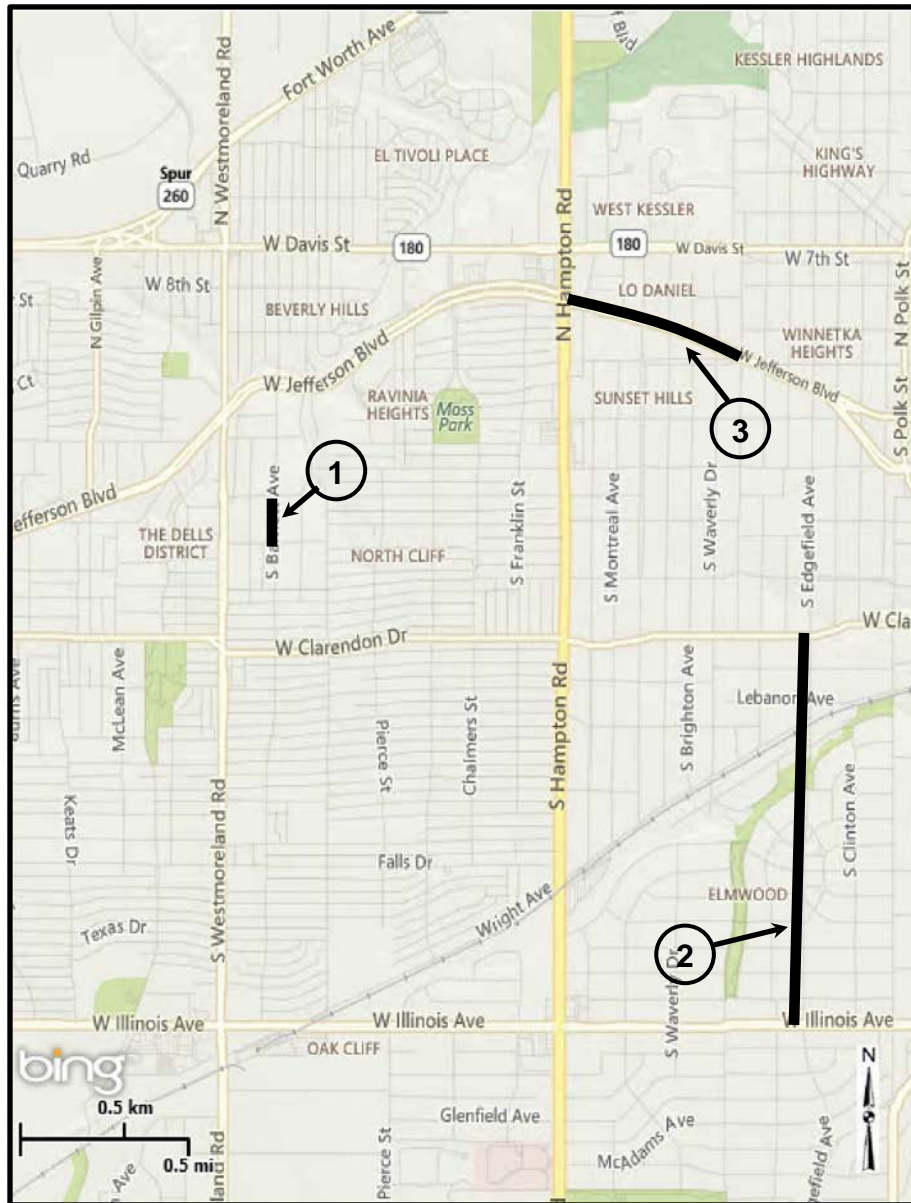
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
T. Smith Inspection & Testing Services, LLC	BMDB72436Y0616	\$433,204.00	100.00%
Total Minority - Non-local		\$433,204.00	100.00%

TOTAL M/WBE CONTRACT PARTICIPATION

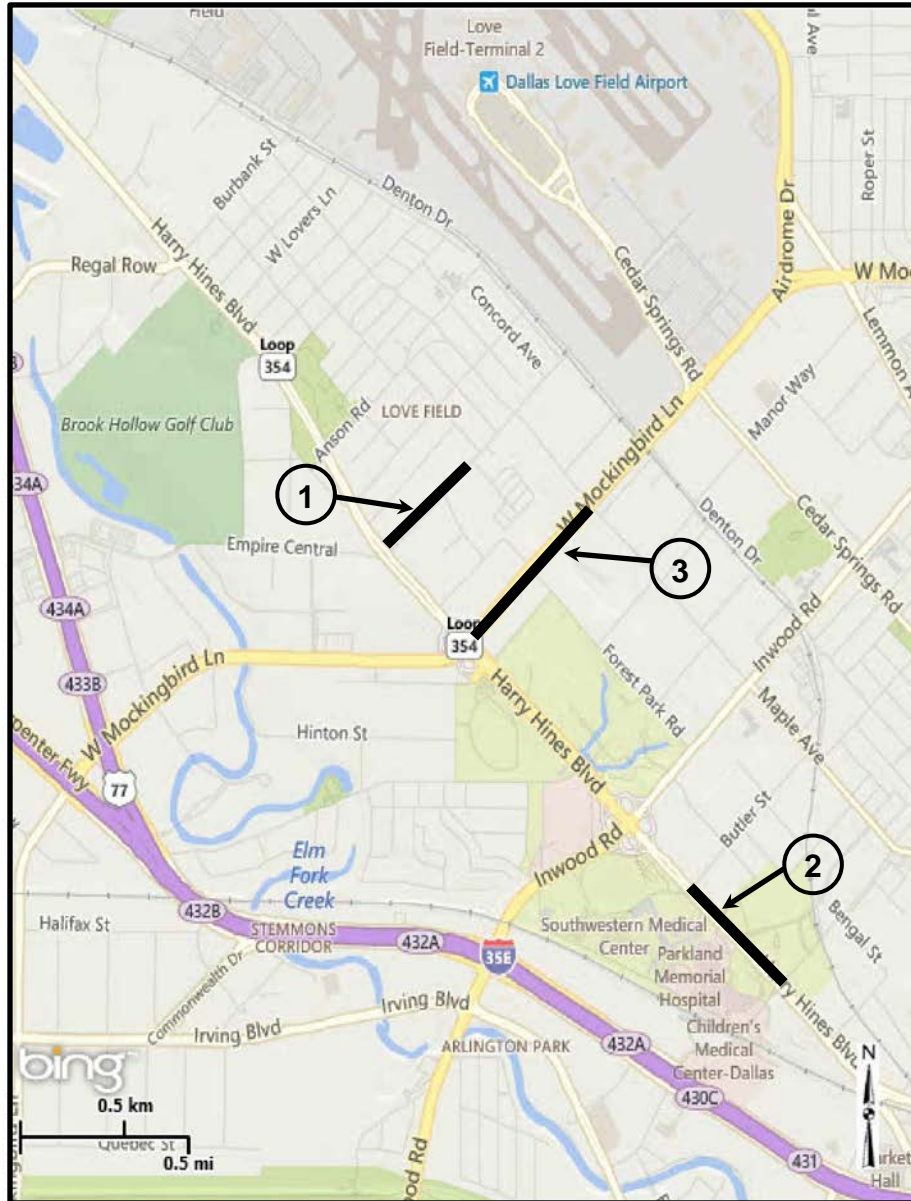
	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$433,204.00	74.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$76,103.00	50.00%	\$76,103.00	13.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$76,103.00	50.00%	\$76,103.00	13.00%
Total	<u>\$152,206.00</u>	<u>100.00%</u>	<u>\$585,410.00</u>	<u>100.00%</u>

2016 Street Resurfacing and Street Improvements Council District 1



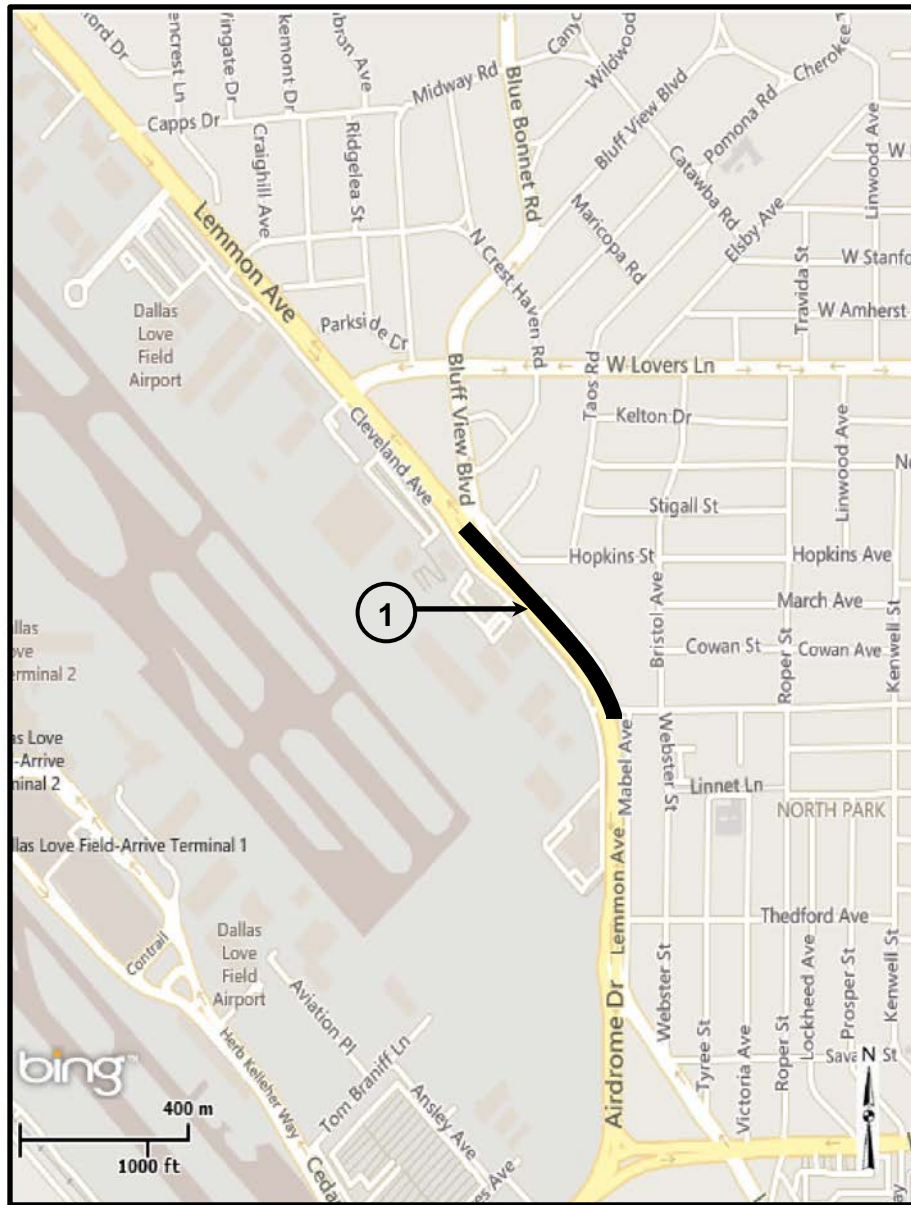
1. Barnett Ave. from Irwindell to Brooklyndell (Mapsco 53-G)
2. Edgefield Ave. from Clarendon to Illinois (Mapsco 54-K)
3. W. Jefferson Blvd. from Rosemont to Hampton (Mapsco 53-D)

2016 Street Resurfacing and Street Improvements Council District 2



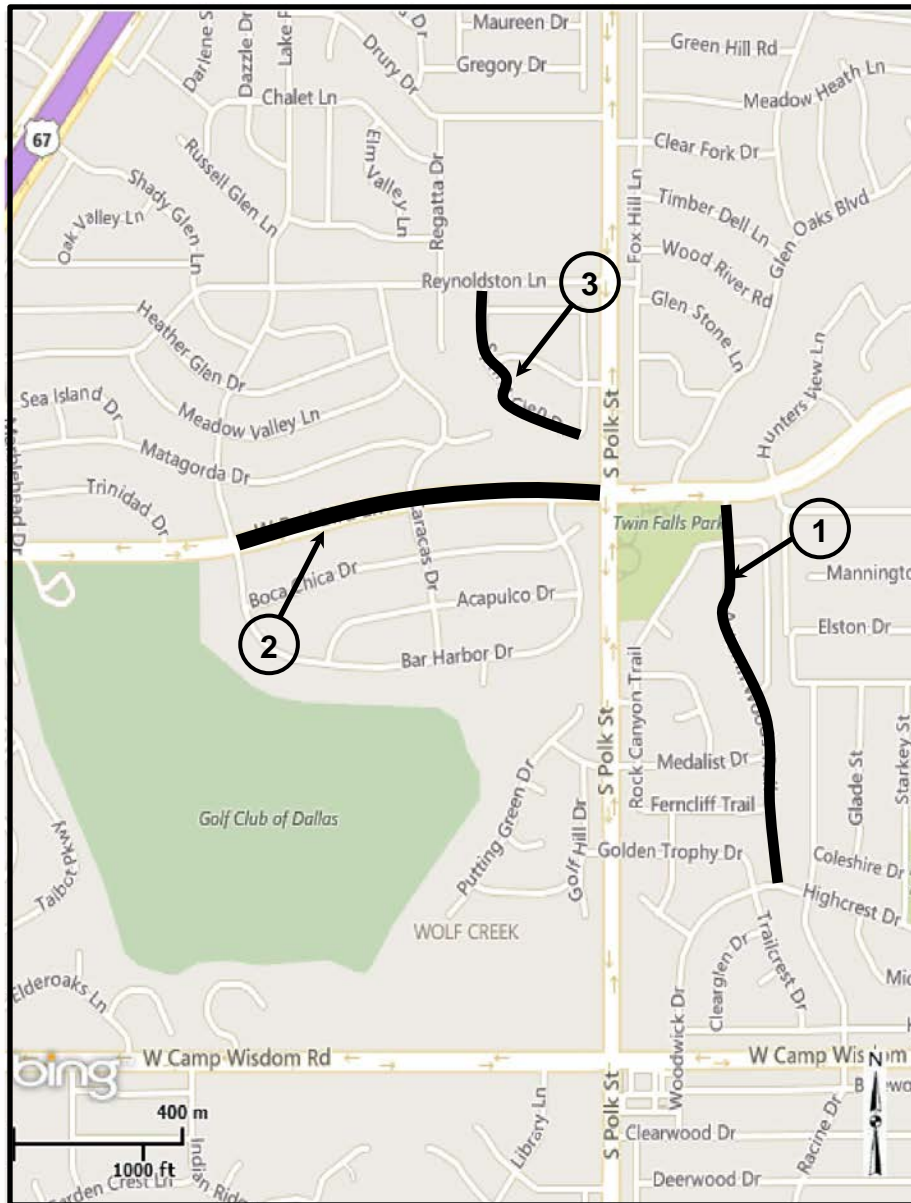
1. Empire Central St. from Harry Hines to Heartsill (33-R)
2. Harry Hines Blvd. from Medical District to Butler (Mapsco 34-X)
3. Mockingbird Ln. from Maple to Harry Hines (Mapsco 34-N)

2016 Street Resurfacing and Street Improvements Council District 2



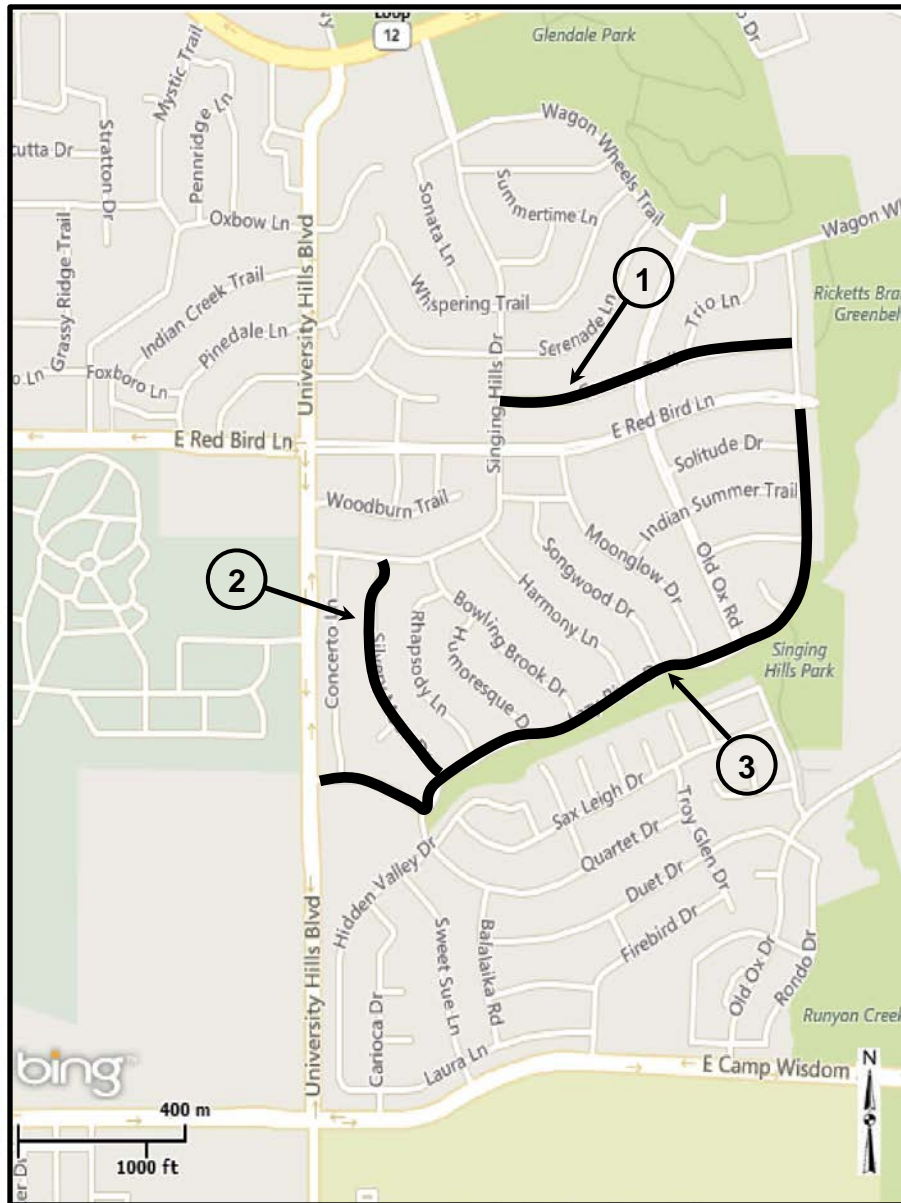
1. Lemmon Ave from W University to Bluffview (Mapsco 34-F)

2016 Street Resurfacing and Street Improvements Council District 3



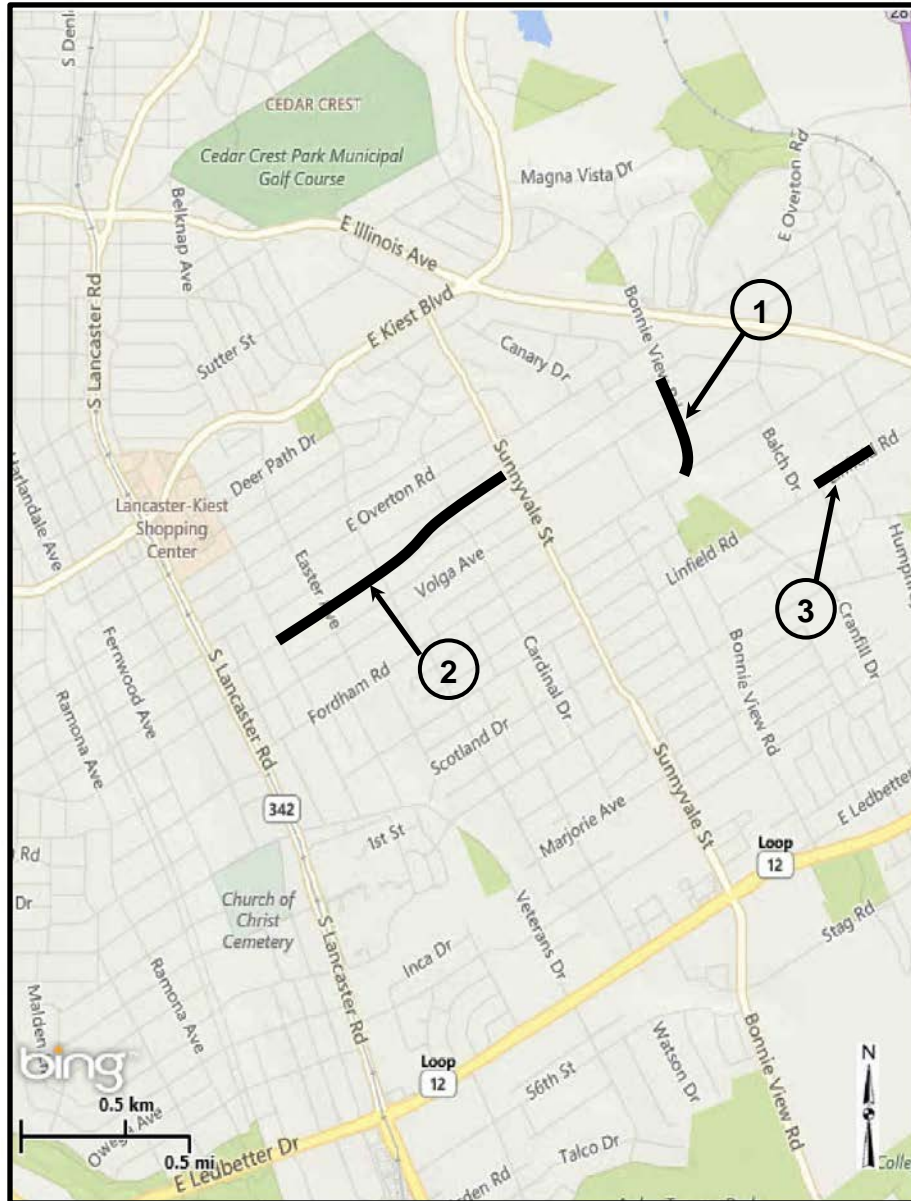
1. Autumn Woods Trl. From W. Red Bird to Highcrest (Mapsco 64-P)
2. W. Red Bird Ln. from Polk to Bar Harbor (Mapsco 64-P)
3. Spring Glen Dr. from Willow Glen to Cedar Glen (Mapsco 64-P)

2016 Street Resurfacing and Street Improvements Council District 3



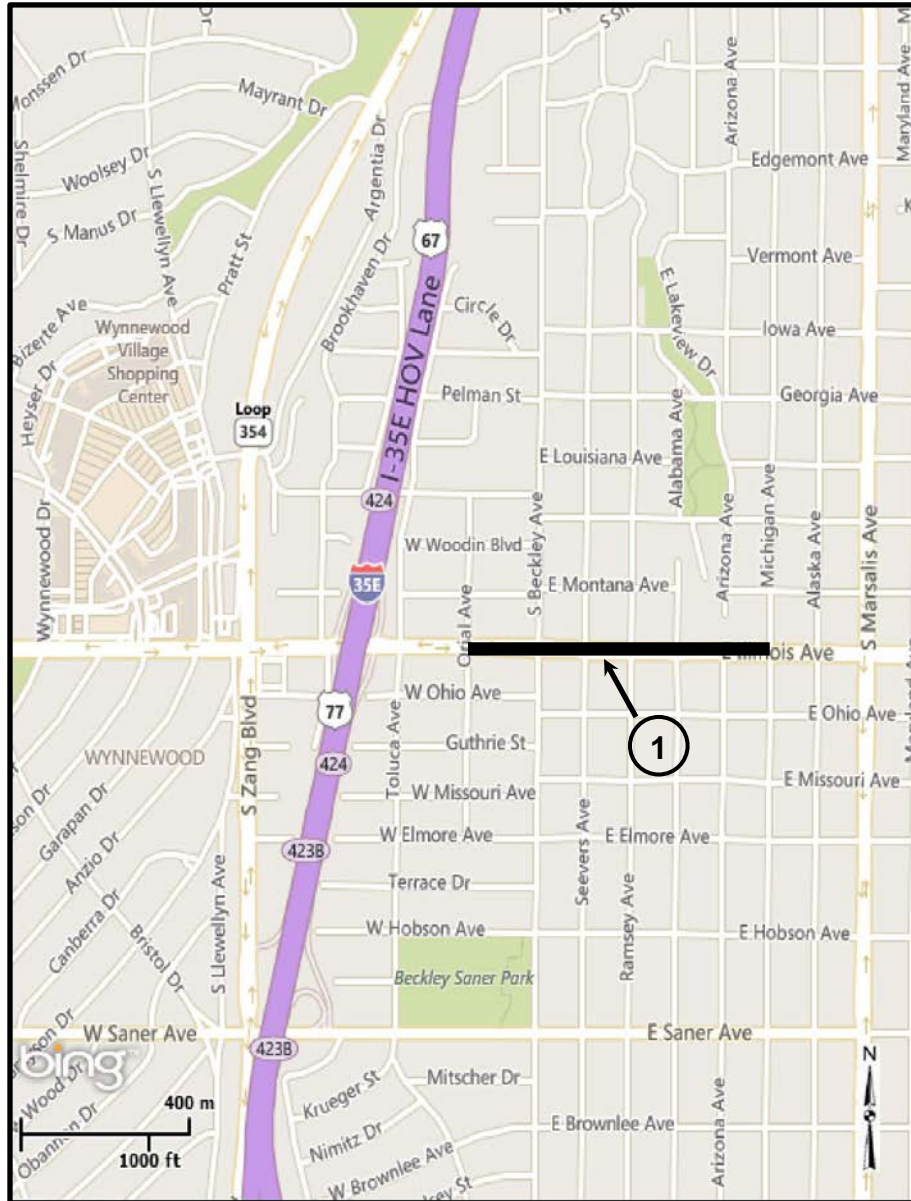
1. Caravan Trl. From Singing Hills to Lazy River (Mapsco 65-Q)
2. Silvery Moon Dr. from Singing Hills to Silvery Moon Cir. (Mapsco 65-P)
3. Lazy River Dr. from Red Bird to University Hills (Mapsco 65-T)

2016 Street Resurfacing and Street Improvements Council District 4



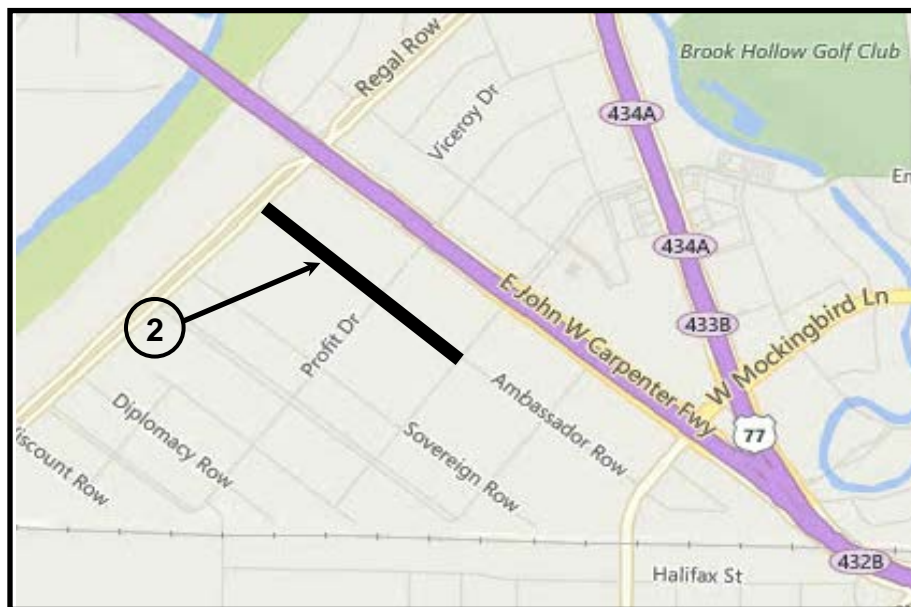
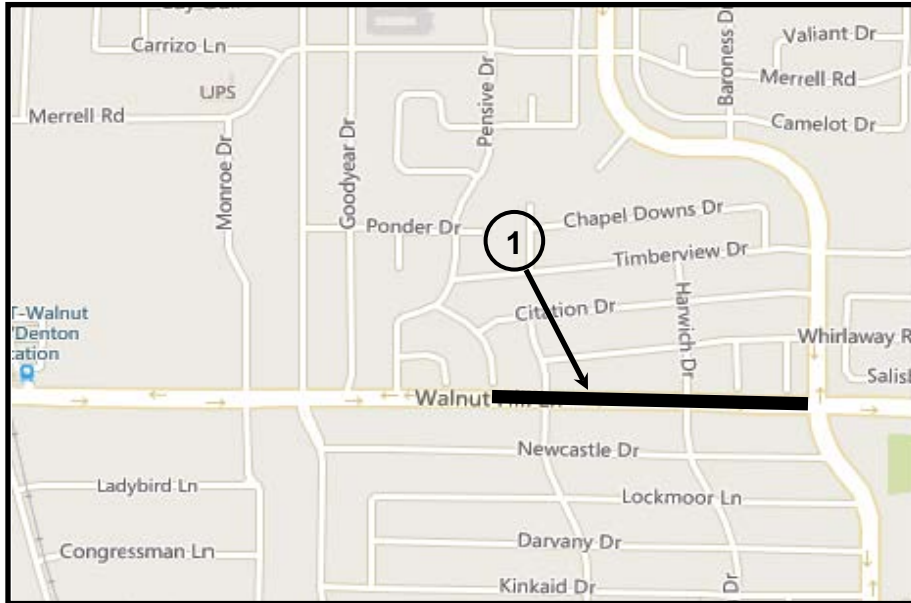
1. Bonnie View Rd. from Springview to Fordham (Mapsco 56-S)
2. Hudspeth Ave. from Biglow to Cardinal (Mapsco 55-Y)
3. Linfield Rd. from Seay to Humphrey (Mapsco 56-X)

2016 Street Resurfacing and Street Improvements Council District 4



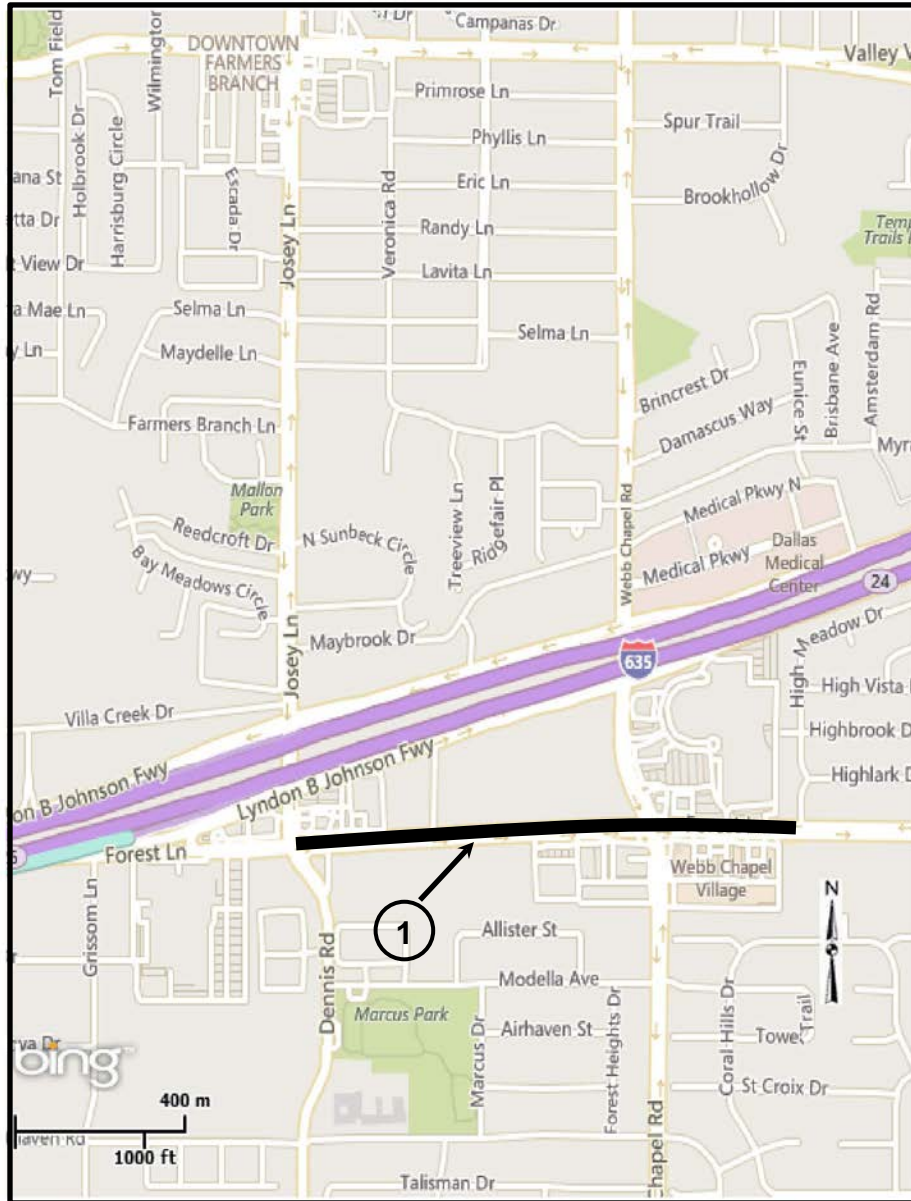
1. Illinois Ave. from Oriol to Michigan (Mapsco 54-V)

2016 Street Resurfacing and Street Improvements Council District 6



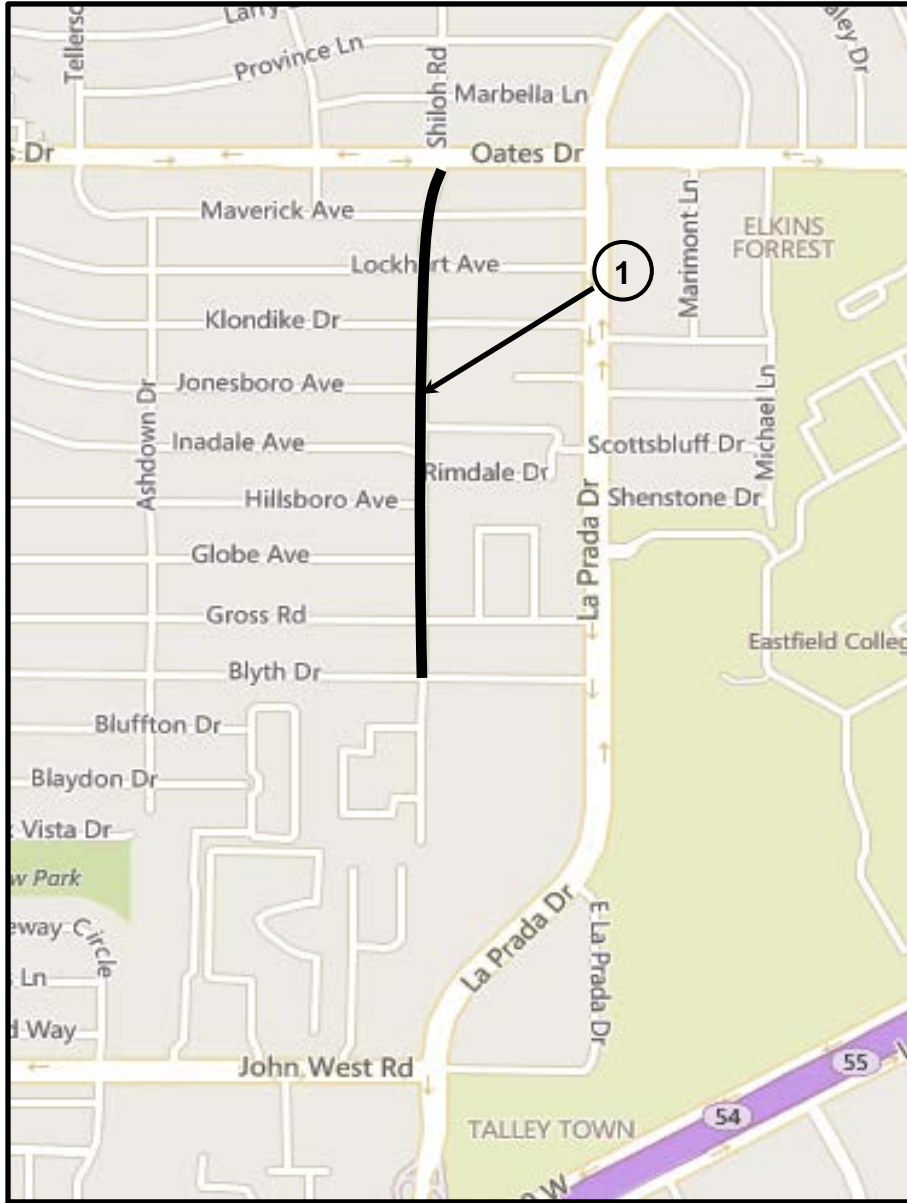
1. Walnut Hill Ln. from 500' w of Dale Crest to Webb Chapel (Mapsco 23-Q)
2. Ambassador Row from Regal Row to Dividend (Mapsco 33-S)

2016 Street Resurfacing and Street Improvements Council District 6, 13



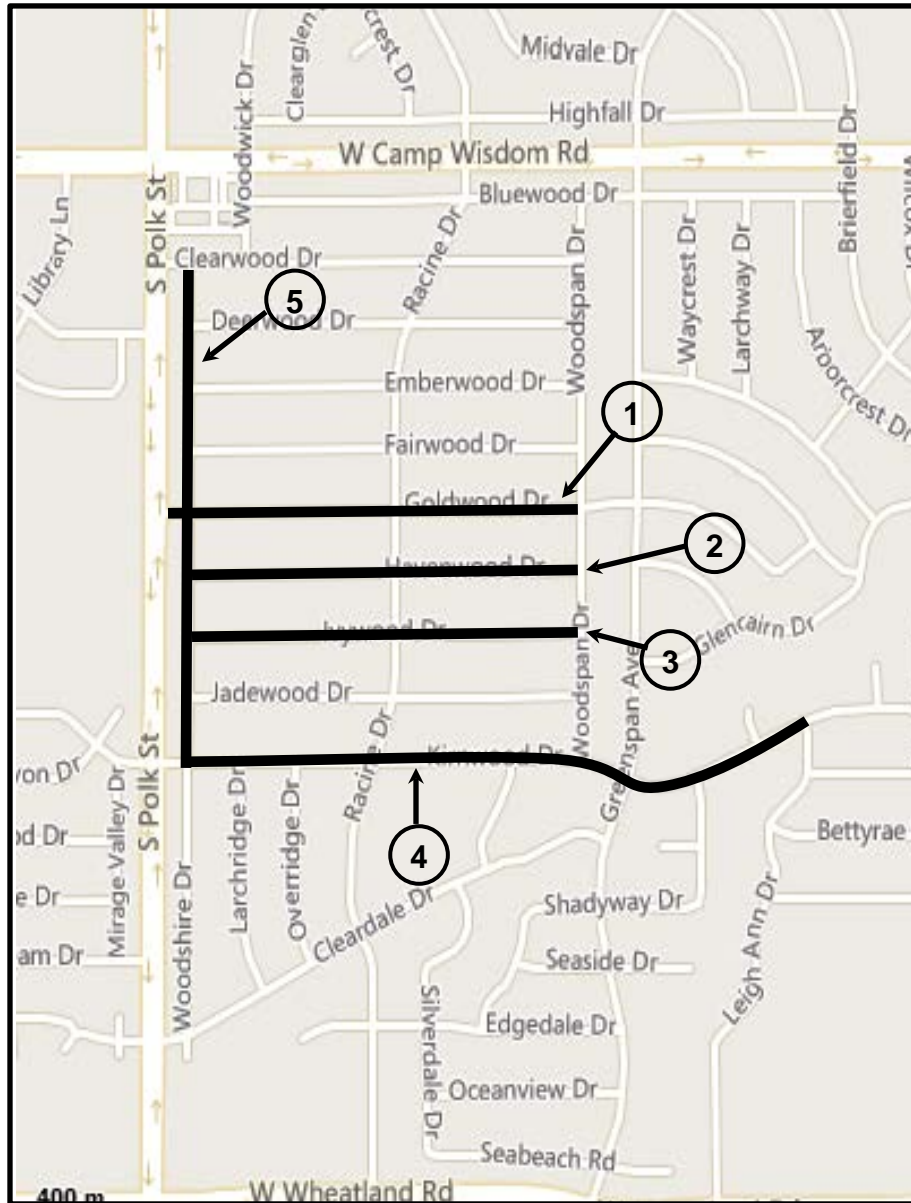
1. Forest Ln from High Meadow to Josey (Mapsco 13-X)

2016 Street Resurfacing and Street Improvements Council District 7



1. Shiloh Rd. from Blyth to Lockhart (Mapsco 39-S)

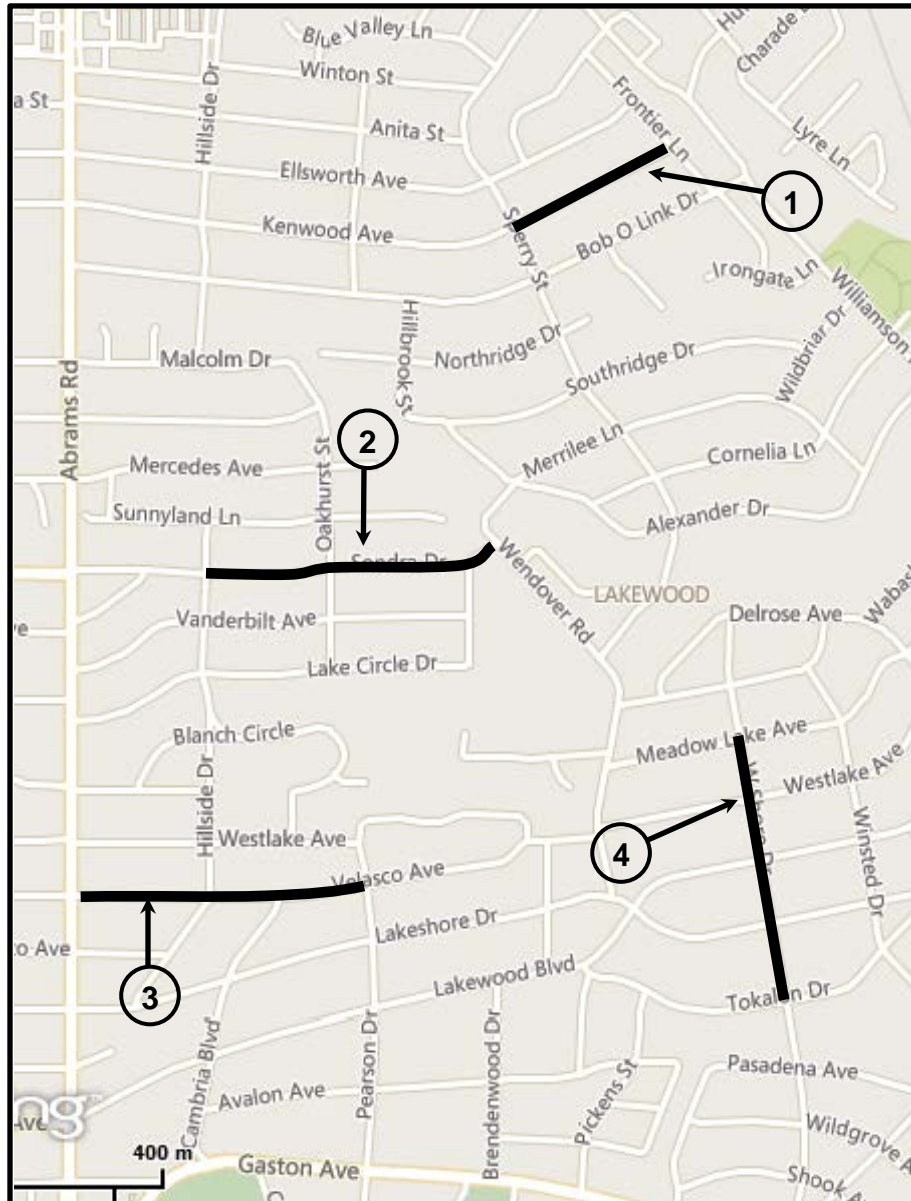
2016 Street Resurfacing and Street Improvements Council District 8



1. Goldwood Dr. from Polk to Woodspan (Mapsco 64-Y)
2. Havenwood Dr. from Woodshire to Woodspan (Mapsco 64-Y)
3. Ivywood Dr. from Woodshire to Woodspan (Mapsco 64-Y)
4. Kirnwood Dr. from Woodspan to Leigh Ann (Mapsco 64-Y)
5. Woodshire Dr. from Kirnwood to Clearwood (Mapsco 64-X)

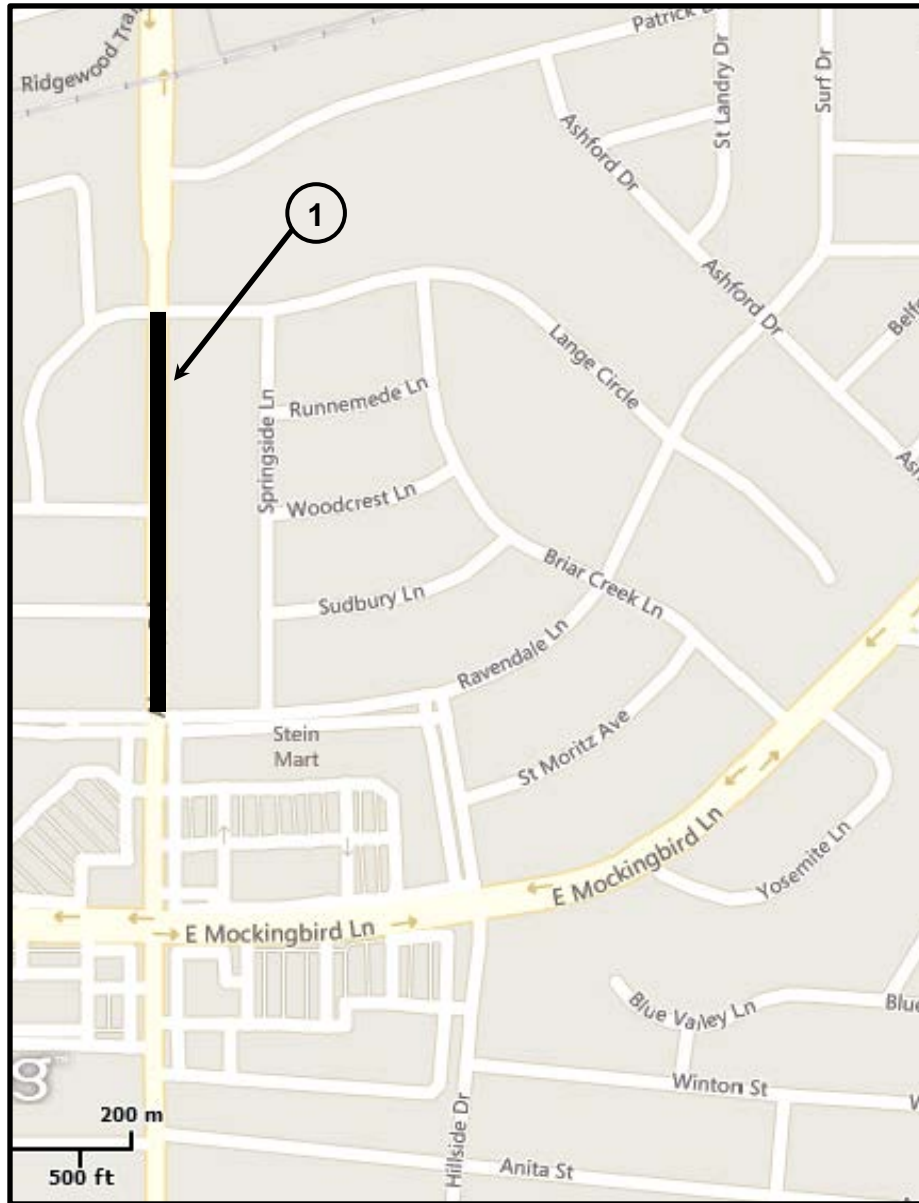
2016 Street Resurfacing and Street Improvements

Council District 9



1. Kenwood Ave. from Sperry to Frontier (Mapsco 37-J)
2. Sondra Dr. from Hillside to Wendover (Mapsco 36-R)
3. Velasco Ave. from Abrams to Pearson (Mapsco 36-V)
4. West Shore Dr. from Tokalon to Meadow Lake (Mapsco 37-S)

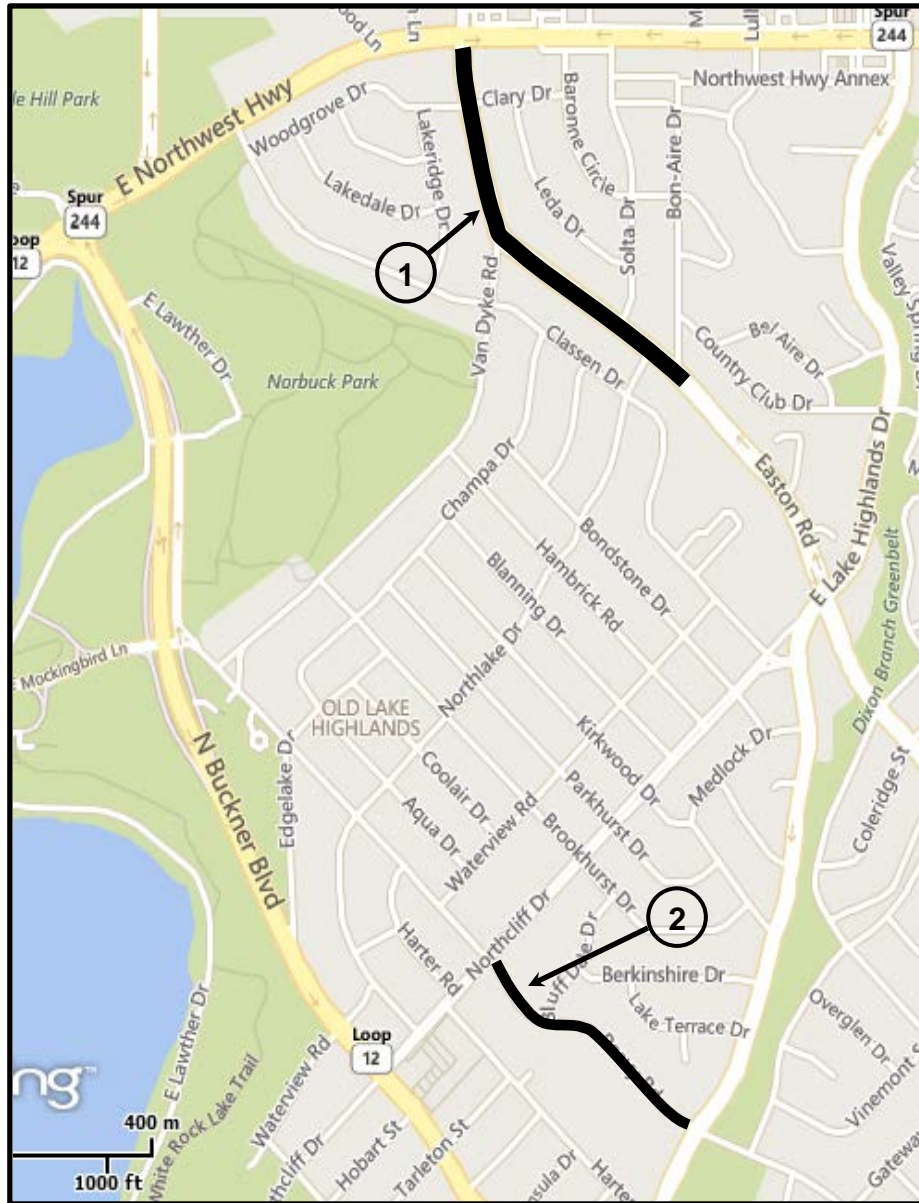
2016 Street Resurfacing and Street Improvements Council District 9, 14



1. Abrams Rd. from Mockingbird to Lange (Mapsco 36-G)

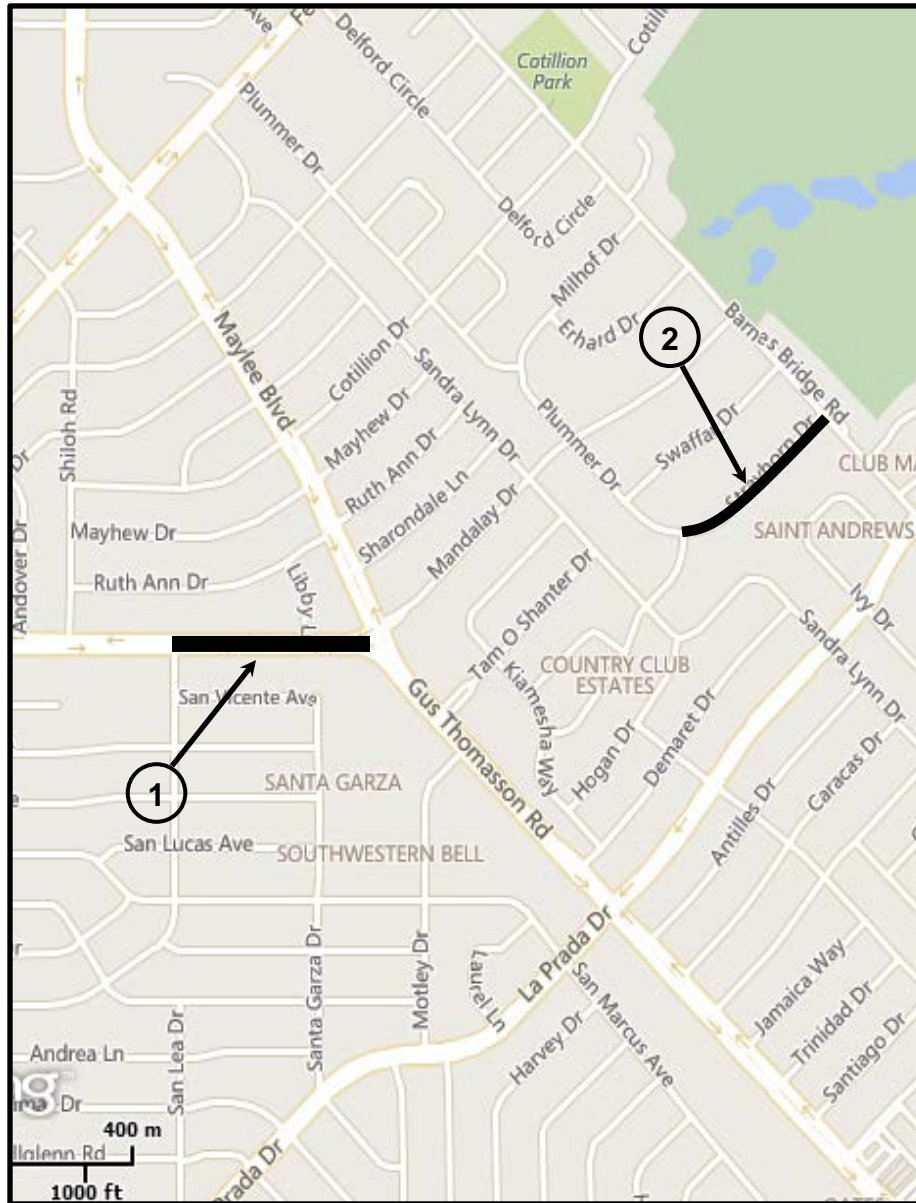
2016 Street Resurfacing and Street Improvements

Council District 9



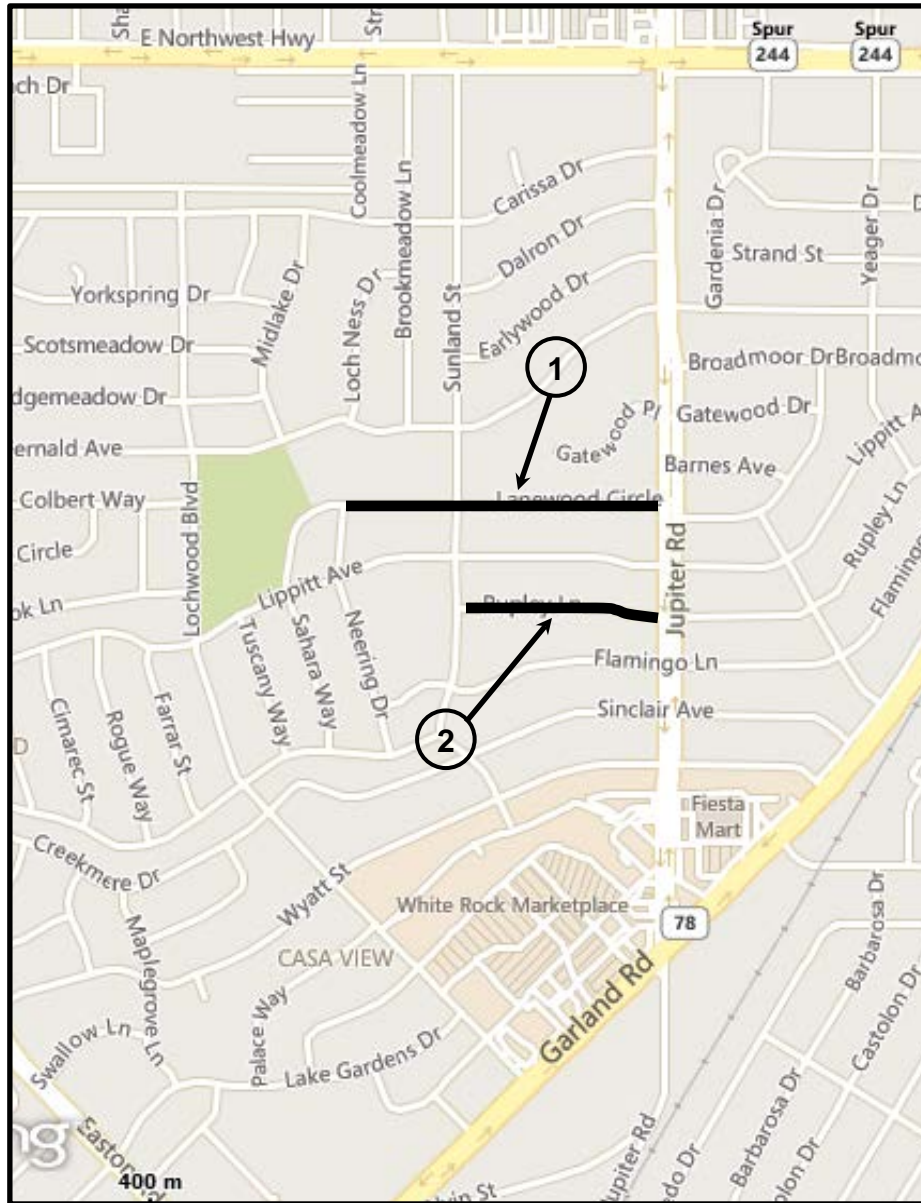
1. Easton R. from Northwest Highway to East of Bon Aire (Mapsco 27-Z)
2. Peavy Rd. from E. Lake Highlands to Northcliff (Mapsco 37-H)

2016 Street Resurfacing and Street Improvements Council District 9



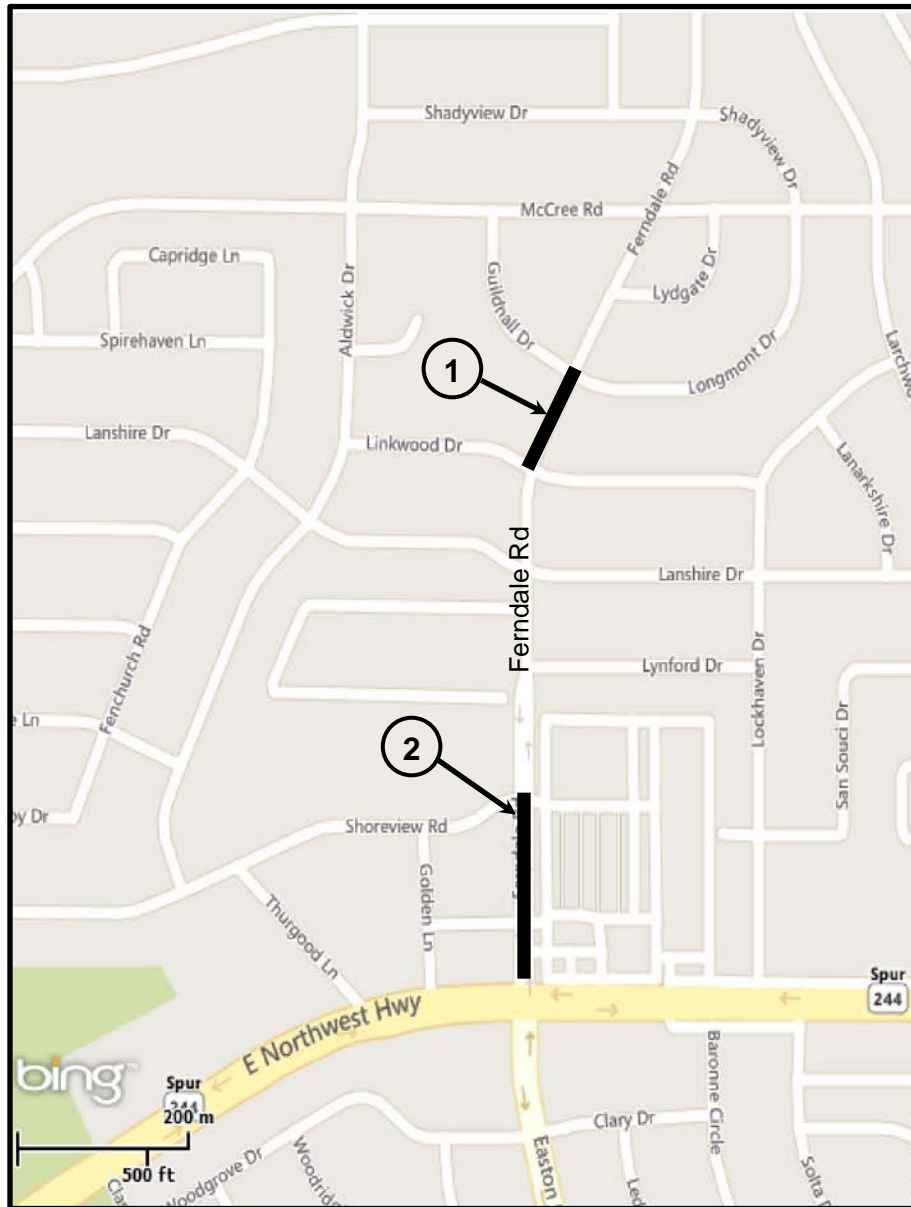
1. Gus Thomasson Rd. from Materhorn to Maylee (Mapsco 39-J)
2. Strayhorn Dr. from Plummer to Barnes Bridge (Mapsco 39-L)

2016 Street Resurfacing and Street Improvements Council District 9



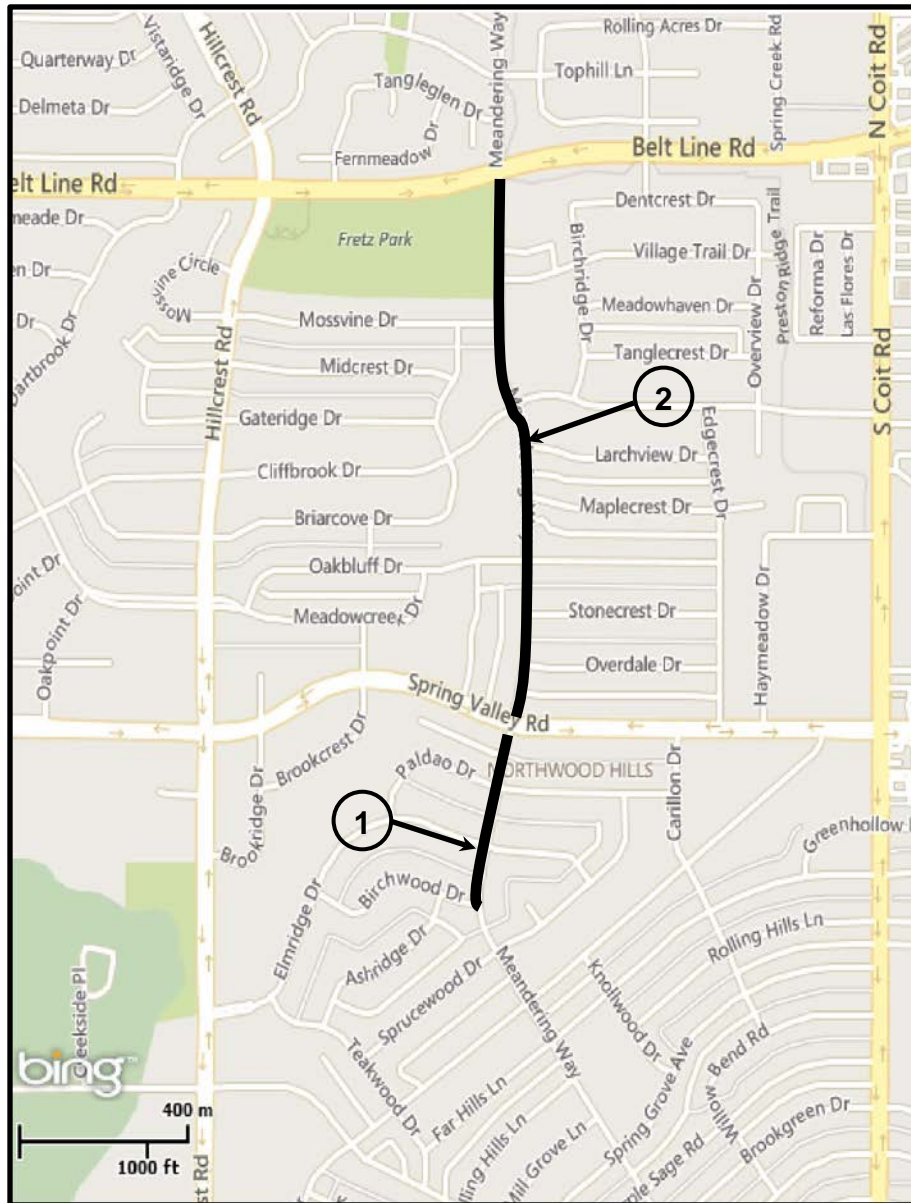
1. Lanewood Cir. from Neering to Jupiter (Mapsco 38-C)
2. Rupley Ln. from Sunland to Jupiter (Mapsco 38-C)

2016 Street Resurfacing and Street Improvements Council District 10



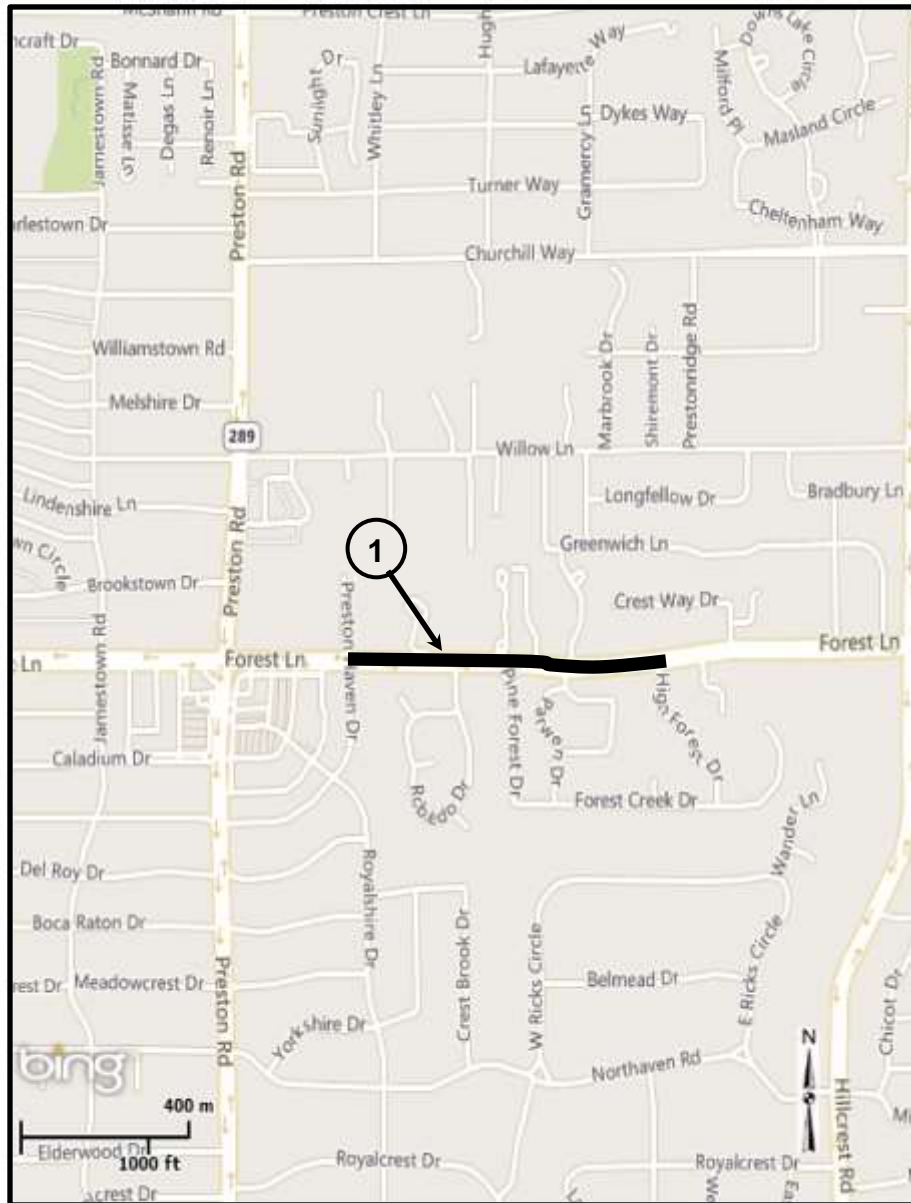
1. Ferndale Rd. from Linkwood to Longmont (Mapsco 27-V)
2. Ferndale Rd. from Shoreview to Northwest Highway (Mapsco 27-Z)

2016 Street Resurfacing and Street Improvements Council District 11



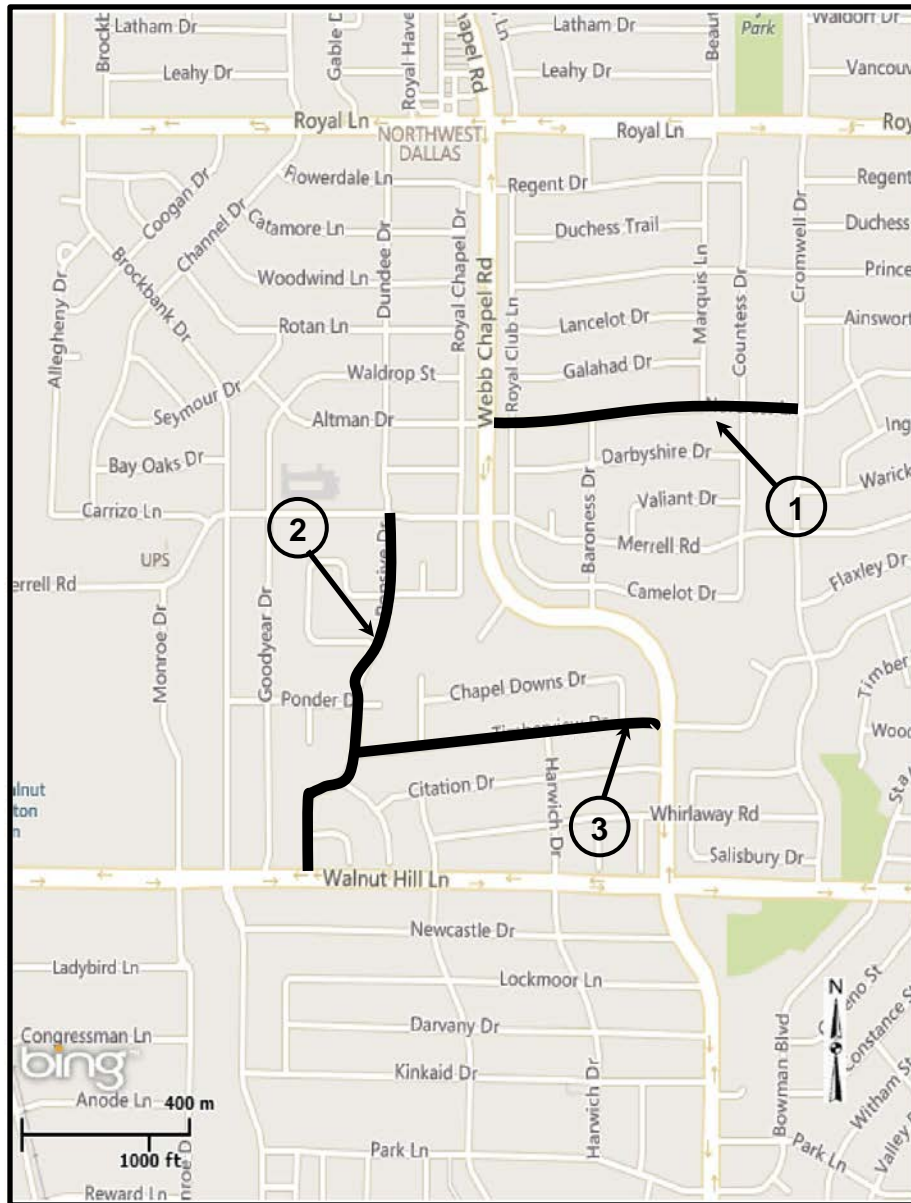
1. Meandering Way from Birchwood to Spring Valley (Mapsco 16-J)
2. Meandering Way from Spring Valley to Beltline (Mapsco 16-E)

2016 Street Resurfacing and Street Improvements Council District 11



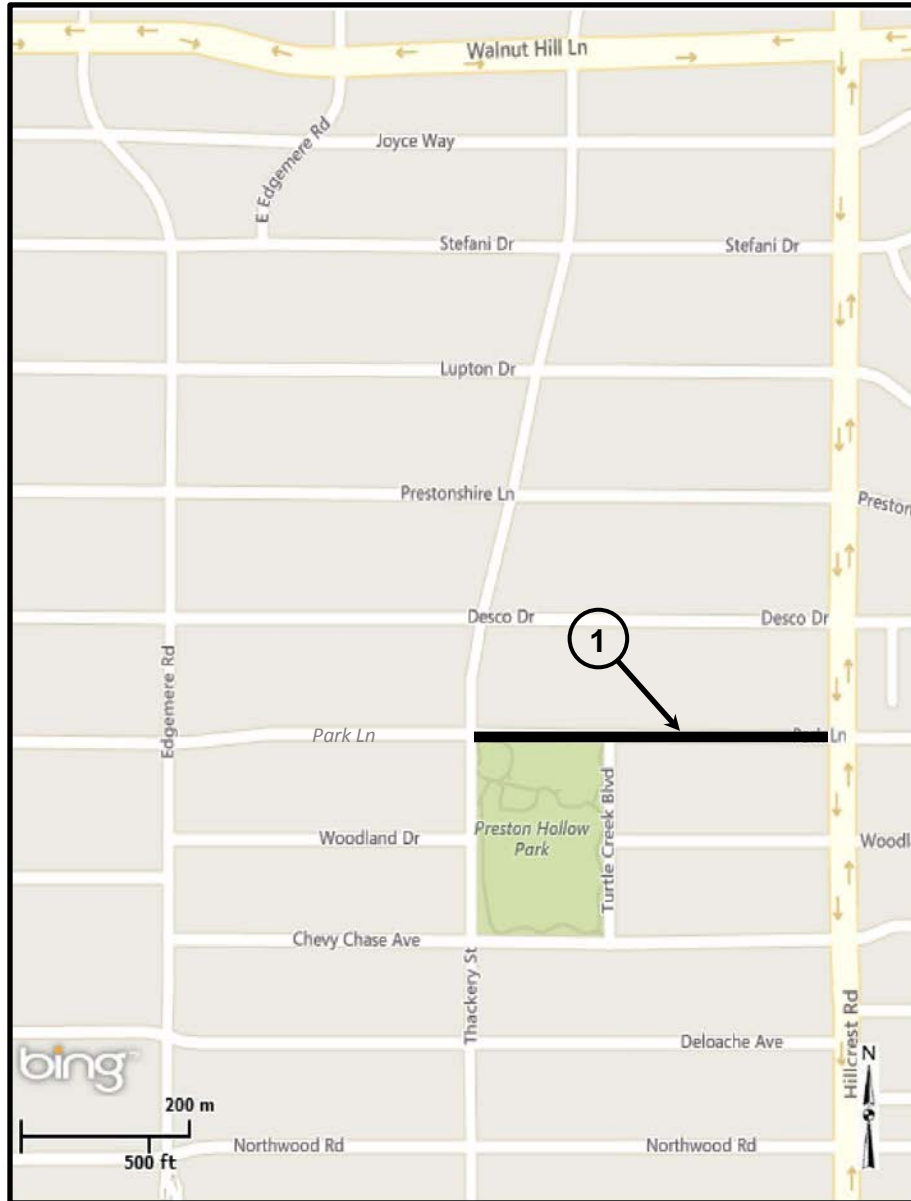
1. Forest Ln from Preston Haven to High Forest (Mapsco 15-Y)

2016 Street Resurfacing and Street Improvements Council District 13



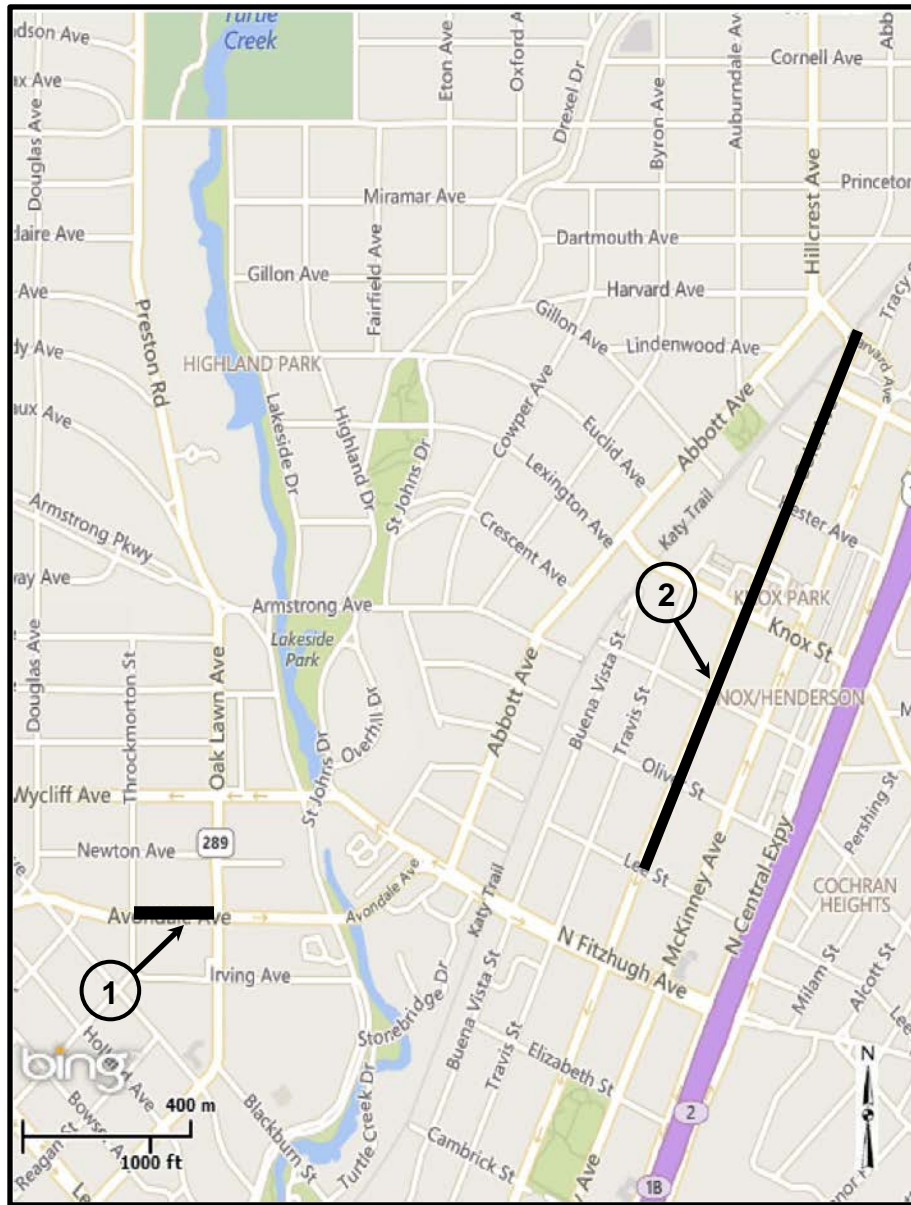
1. Norcross Ln from Webb Chapel to Cromwell (Mapsco 23-L)
2. Pensive Dr from Walnut Hill to Merrell (Mapsco 23-P)
3. Timberview Dr. from Pensive to Webb Chapel (Mapsco 23-L)

2016 Street Resurfacing and Street Improvements Council District 13



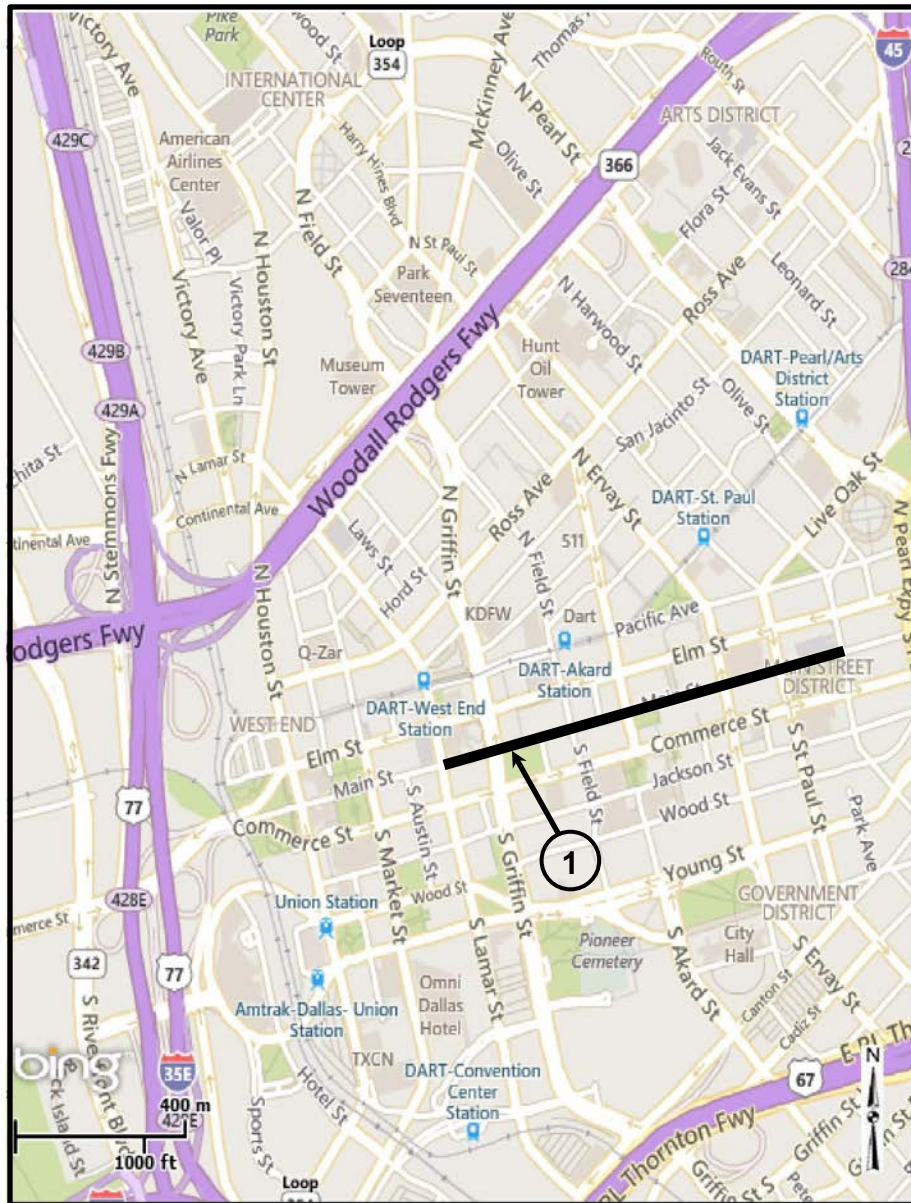
1. Park Ln from Thackery to Hillcrest (Mapsco 25-U)

2016 Street Resurfacing and Street Improvements Council District 14



1. Avondale Ave from Throckmorton to Oak Lawn (Mapsco 35-T)
2. Cole Ave from Harvard to Lee (Mapsco 35-U)

2016 Street Resurfacing and Street Improvements Council District 14



1. Main St from Harwood to Lamar (Mapsco 45-L)

April 13, 2016

WHEREAS, bids were received on December 11, 2015, for the construction of pavement surface improvements for the 2016 Street Resurfacing and Street Improvements Project, as follows:

<u>BIDDERS</u>	<u>BID AMOUNT</u>
Pavecon Public Works, LP	\$21,008,181.52
NPL Construction Company, Inc.	\$21,867,327.00

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute a contract with Pavecon Public Works, LP for the construction of pavement surface improvements for the 2016 Street Resurfacing and Street Improvements Project in an amount not to exceed \$21,008,181.52 this being the lowest responsive bid received as indicated by the tabulation of bids, 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 3U22, Department PBW, Unit S465, Act. SRSF Object 4510, Program #PB12S465, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 81,962.15
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Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S336, Act. SRSF Object 4510, Program #PB12S336, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 874,276.00
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Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S336, Act. SRSF Object 4510, Program #PB12S336, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 65,331.40
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Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S357, Act. SRSF Object 4510, Program #PB12S357, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$1,002,663.34
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April 13, 2016

Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S337, Act. SRSF Object 4510, Program #PB12S337, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 374,300.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S337, Act. SRSF Object 4510, Program #PB12S337, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 21,040.66
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S351, Act. SRSF Object 4510, Program #PB12S351, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 580,040.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S351, Act. SRSF Object 4510, Program #PB12S351, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 32,605.99
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S372, Act. SRSF Object 4510, Program #PB12S372, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$1,066,881.11
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S584, Act. SRSF Object 4510, Program #PB12S584, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 371,998.34
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S587, Act. SRSF Object 4510, Program #PB12S587, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 278,206.59
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S379, Act. SRSF Object 4510, Program #PB12S379, CTPBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 808,003.21
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S597, Act. SRSF Object 4510, Program #PB12S597, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 135,617.79

April 13, 2016

Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S598, Act. SRSF Object 4510, Program #PB12S598, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 110,268.67
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S591, Act. SRSF Object 4510, Program #PB12S591, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 710,092.24
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S326, Act. SRSF Object 4510, Program #PB12S326, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 334,185.90
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S509, Act. SRSF Object 4510, Program #PB12S509, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 409,493.91
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S511, Act. SRSF Object 4510, Program #PB12S511, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 644,450.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S511, Act. SRSF Object 4510, Program #PB12S511, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 36,226.69
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S592, Act. SRSF Object 4510, Program #PB12S592, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 60,943.51
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S324, Act. SRSF Object 4510, Program #PB12S324, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 754,770.06

April 13, 2016

Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S343, Act. SRSF Object 4510, Program #PB12S343, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$1,349,735.05
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S388, Act. SRSF Object 4510, Program #PB12S388, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 728,787.21
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S557, Act. SRSF Object 4510, Program #PB12S557, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 367,984.73
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S501, Act. SRSF Object 4510, Program #PB12S501, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 321,405.72
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S507, Act. SRSF Object 4510, Program #PB12S507, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 288,979.97
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S512, Act. SRSF Object 4510, Program #PB12S512, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 289,508.08
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S516, Act. SRSF Object 4510, Program #PB12S516, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 241,661.61
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S582, Act. SRSF Object 4510, Program #PB12S582 CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 321,405.72

April 13, 2016

Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S335, Act. SRSF Object 4510, Program #PB12S335, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 750,650.83
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S349, Act. SRSF Object 4510, Program #PB12S349, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 384,567.28
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S514, Act. SRSF Object 4510, Program #PB12S514, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 148,081.11
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S518, Act. SRSF Object 4510, Program #PB12S518, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 250,111.32
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S374, Act. SRSF Object 4510, Program #PB12S374, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 371,470.23
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S550, Act. SRSF Object 4510, Program #PB12S550, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 162,234.37
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S560, Act. SRSF Object 4510, Program #PB12S560, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 247,365.16
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S563, Act. SRSF Object 4510, Program #PB12S563, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 204,588.52

April 13, 2016

Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S571, Act. SRSF Object 4510, Program #PB12S571, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 246,308.95
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S574, Act. SRSF Object 4510, Program #PB12S574, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 288,663.11
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S321, Act. SRSF Object 4510, Program #PB12S321, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 554,089.52
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S340, Act. SRSF Object 4510, Program #PB12S340, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 70,449.43
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S341, Act. SRSF Object 4510, Program #PB12S341, CTPBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 96,643.52
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S344, Act. SRSF Object 4510, Program #PB12S344, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 289,191.21
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S367, Act. SRSF Object 4510, Program #PB12S367, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 219,058.65
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S368, Act. SRSF Object 4510, Program #PB12S368, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 654,300.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S368, Act. SRSF Object 4510, Program #PB12S368, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 36,780.40

April 13, 2016

Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S530, Act. SRSF Object 4510, Program #PB12S530, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 294,500.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S530, Act. SRSF Object 4510, Program #PB12S530, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 16,554.83
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S534, Act. SRSF Object 4510, Program #PB12S534, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 171,400.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S534, Act. SRSF Object 4510, Program #PB12S534, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 9,634.96
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S539, Act. SRSF Object 4510, Program #PB12S539, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 327,900.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S539, Act. SRSF Object 4510, Program #PB12S539, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 18,432.36
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S566, Act. SRSF Object 4510, Program #PB12S566, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 294,800.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S566, Act. SRSF Object 4510, Program #PB12S566, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 16,571.69

April 13, 2016

Street and Transportation Improvements Fund Fund 1U22, Department PBW, Unit S325, Act. SRSF Object 4510, Program #PB12S325, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 90,863.36
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S325, Act. SRSF Object 4510, Program #PB12S325, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 22,045.84
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S332, Act. SRSF Object 4510, Program #PB12S332, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 627,527.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S332, Act. SRSF Object 4510, Program #PB12S332, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 35,274.67
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S362, Act. SRSF Object 4510, Program #PB12S362, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 407,700.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S362, Act. SRSF Object 4510, Program #PB12S362, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 22,918.18
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S363, Act. SRSF Object 4510, Program #PB12S363, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 716,040.00
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S363, Act. SRSF Object 4510, Program #PB12S363, CT PBW12S321G1 Vendor VS89455, in an amount not to exceed	\$ 40,251.25
Water Construction Fund Fund 0102, Department DWU, Unit CW42, Act. RELP Object 3221, Program #716185, CT DWU716185EN Vendor VS89455, in an amount not to exceed	\$ 171,055.00

April 13, 2016

Wastewater Construction Fund	
Fund 0103, Department DWU, Unit CS42, Act. RELP	
Object 3222, Program #716186, CT DWU716186EN	
Vendor VS89455, in an amount not to exceed	<u>\$ 87,333.12</u>
 Total in an amount not to exceed	 \$21,008,181.52

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.

April 13, 2016

WHEREAS, it is now necessary to authorize a professional services contract with T. Smith Inspection and Testing, LLC to provide Construction Material Testing Services during the construction of the 2016 Street Resurfacing and Street improvements Project in the amount of \$585,410.00.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute a professional services contract with T. Smith Inspection and Testing, LLC to provide construction material testing services during the construction of the 2016 Street Resurfacing and Street Improvements Project in an amount not to exceed \$585,410.00, after it has been approved as to form by the City Attorney.

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

Street and Transportation Improvements Fund
Fund 3U22, Department PBW, Unit S465, Act. SRSF
Object 4113, Program #PB12S465, CT PBW12S321G2
Vendor VS0000070143, in an amount not to exceed \$ 2,346.49

Street and Transportation Improvements Fund
Fund 2U22, Department PBW, Unit S336, Act. SRSF
Object 4113, Program #PB12S336, CT PBW12S321G2
Vendor VS0000070143, in an amount not to exceed \$ 25,518.75

Street and Transportation Improvements Fund
Fund 4U22, Department PBW, Unit S357, Act. SRSF
Object 4113, Program #PB12S357, CT PBW12S321G2
Vendor VS0000070143, in an amount not to exceed \$ 28,646.19

Street and Transportation Improvements Fund
Fund 2U22, Department PBW, Unit S337, Act. SRSF
Object 4113, Program #PB12S337, CT PBW12S321G2
Vendor VS0000070143, in an amount not to exceed \$ 11,311.84

April 13, 2016

Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S351, Act. SRSF Object 4113, Program #PB12S351, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 17,781.43
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S372, Act. SRSF Object 4113, Program #PB12S372, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 28,094.67
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S584, Act. SRSF Object 4113, Program #PB12S584, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 9,892.62
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S587, Act. SRSF Object 4113, Program #PB12S587, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 8,400.60
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S379, Act. SRSF Object 4113, Program #PB12S379, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 14,559.87
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S597, Act. SRSF Object 4113, Program #PB12S597, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 4,314.37
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S598, Act. SRSF Object 4113, Program #PB12S598, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 3,603.20
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S591, Act. SRSF Object 4113, Program #PB12S591, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 20,432.36
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S326, Act. SRSF Object 4113, Program #PB12S326, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 8,419.72

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Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S509, Act. SRSF Object 4113, Program #PB12S509, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 11,717.75
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S511, Act. SRSF Object 4113, Program #PB12S511, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 19,858.78
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S592, Act. SRSF Object 4113, Program #PB12S592, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 1,936.90
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S324, Act. SRSF Object 4113, Program #PB12S324, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 14,412.80
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S343, Act. SRSF Object 4113, Program #PB12S343, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 33,384.76
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S388, Act. SRSF Object 4113, Program #PB12S388, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 21,311.10
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S557, Act. SRSF Object 4113, Program #PB12S557, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 8,415.31
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S501, Act. SRSF Object 4113, Program #PB12S501, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 8,921.96
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S507, Act. SRSF Object 4113, Program #PB12S507, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 8,288.83

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Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S512, Act. SRSF Object 4113, Program #PB12S512, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 8,302.80
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S516, Act. SRSF Object 4113, Program #PB12S516, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 6,908.58
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S582, Act. SRSF Object 4113, Program #PB12S582, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 9,128.60
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S335, Act. SRSF Object 4113, Program #PB12S335, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 17,142.41
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S349, Act. SRSF Object 4113, Program #PB12S349, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 11,002.26
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S514, Act. SRSF Object 4113, Program #PB12S514, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 4,232.65
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S518, Act. SRSF Object 4113, Program #PB12S518, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 7,154.92
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S374, Act. SRSF Object 4113, Program #PB12S374, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 10,617.67
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S550, Act. SRSF Object 4113, Program #PB12S550, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 4,638.57

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Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S560, Act. SRSF Object 4113, Program #PB12S560, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 7,075.51
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S563, Act. SRSF Object 4113, Program #PB12S563, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 4,446.64
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S571, Act. SRSF Object 4113, Program #PB12S571, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 7,043.15
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S574, Act. SRSF Object 4113, Program #PB12S574, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 8,257.95
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S321, Act. SRSF Object 4113, Program #PB12S321, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 15,834.96
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S340, Act. SRSF Object 4113, Program #PB12S340, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 2,016.32
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S341, Act. SRSF Object 4113, Program #PB12S341, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 6,323.98
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S344, Act. SRSF Object 4113, Program #PB12S344, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 22,795.76
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S367, Act. SRSF Object 4113, Program #PB12S367, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 6,251.92

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Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S368, Act. SRSF Object 4113, Program #PB12S368, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 19,776.43
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S530, Act. SRSF Object 4113, Program #PB12S530, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 8,907.99
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S534, Act. SRSF Object 4113, Program #PB12S534, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 5,174.63
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S539, Act. SRSF Object 4113, Program #PB12S539, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 9,888.95
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S566, Act. SRSF Object 4113, Program #PB12S566, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 8,889.61
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S325, Act. SRSF Object 4113, Program #PB12S325, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 3,228.91
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S332, Act. SRSF Object 4113, Program #PB12S332, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 20,487.51
Street and Transportation Improvements Fund Fund 2U22, Department PBW, Unit S362, Act. SRSF Object 4113, Program #PB12S362, CT PBW12S321G2 Vendor VS0000070143, in an amount not to exceed	\$ 15,442.29

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Street and Transportation Improvements Fund	
Fund 2U22, Department PBW, Unit S363, Act. SRSF	
Object 4113, Program #PB12S363, CT PBW12S321G2	
Vendor VS0000070143, in an amount not to exceed	\$ <u>22,868.73</u>
Total in an amount not to exceed	\$585,410.00

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: April 13, 2016

COUNCIL DISTRICT(S): 8

DEPARTMENT: Public Works Department
Police

CMO: Jill A. Jordan, P.E., 670-5299
Eric Campbell, 670-3255
A. C. Gonzalez, 670-3297

MAPSCO: 65V

SUBJECT

Authorize a construction contract with 3i Construction, LLC, most advantageous proposer of six competitive sealed proposers, for the construction and installation of additional parking, access drive, and site lighting at the South Central Police Substation, located at 1999 East Camp Wisdom Road - Not to exceed \$690,193 - Financing: 2006 Bond Funds

BACKGROUND

This action will authorize the construction of 93 additional staff parking spaces in the secured staff parking area, 38 additional public parking spaces at the front by the main entrance, an access drive from Camp Wisdom Road to the secured patrol area parking, new parking area site LED lighting, and retrofit of existing parking area light fixtures to LED for energy conservation and reduced maintenance.

Currently, the new DART Blue Line Extension overhead rail is under construction on the east side of the substation along Patrol Way. Due to the rail line construction, the street parking has been eliminated and the only two operational service entrances for staff and police cars have been limited and temporarily closed due to the DART construction and safety concerns. These improvements, which are part of the master development plan for this facility, will provide better access and necessary added parking capacity to the station.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 22, 2015
Completed Design	October 14, 2015
Begin Construction	May 2016
Complete Construction	August 2016

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$690,193.00

Design	\$ 48,510.00
Construction (this action)	\$ 690,193.00
Permits/Fees	\$ 5,000.00
Testing	\$ 8,841.00
Contingency	<u>\$ 26,159.00</u>
Estimated Project Cost	\$ 778,703.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

3i Construction, LLC

Hispanic Female	0	Hispanic Male	4
African-American Female	5	African-American Male	8
Other Female	0	Other Male	6
White Female	3	White Male	16

PROPOSAL INFORMATION

Six competitive sealed proposals were received and opened on November 20, 2015. The proposers are ranked as follows:

* Denotes successful proposer.

- *3i Construction, LLC
1111 W. Mockingbird Lane, Suite 1050
Dallas, TX 75247
- NISSI Development Group
- Reyes Group
- VesCorp Construction
- Pavecon Public Works non-responsive**
- Arreguin Group non-responsive**

PROPOSAL INFORMATION (Continued)

**Pavecon Public Works was deemed non-responsive due to failure to submit the required complete RFCSP documents as required

**Arreguin Group was deemed non-responsive due to failure to submit the required complete RFCSP documents as required

These proposals were evaluated according to criteria published in the project specifications. These criteria with respective weights were as follows:

Proposed Construction Contract Amount	50%
Planning/Scheduling	5%
Experience/Reference	20%
Proposed Project Team	5%
Financial Sufficiency	5%
Business Inclusion and Development Requirements	15%

OWNER

3i Construction, LLC

Micheal Williams, President/Chief Executive Officer

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a construction contract with 3i Construction, LLC, most advantageous proposer of six competitive sealed proposers, for the construction and installation of additional parking, access drive, and site lighting at the South Central Police Substation, located at 1999 East Camp Wisdom Road - Not to exceed \$690,193 - Financing: 2006 Bond Funds

3i Construction LLC is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$690,193.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$690,193.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
3i Construction LLC	BMDB38926Y0716	\$271,164.00	39.29%
TXCOL	HMMB61832N0516	\$274,145.00	39.72%
Lindamood Demo	WFDB21169Y0916	\$76,266.00	11.05%
Total Minority - Local		\$621,575.00	90.06%

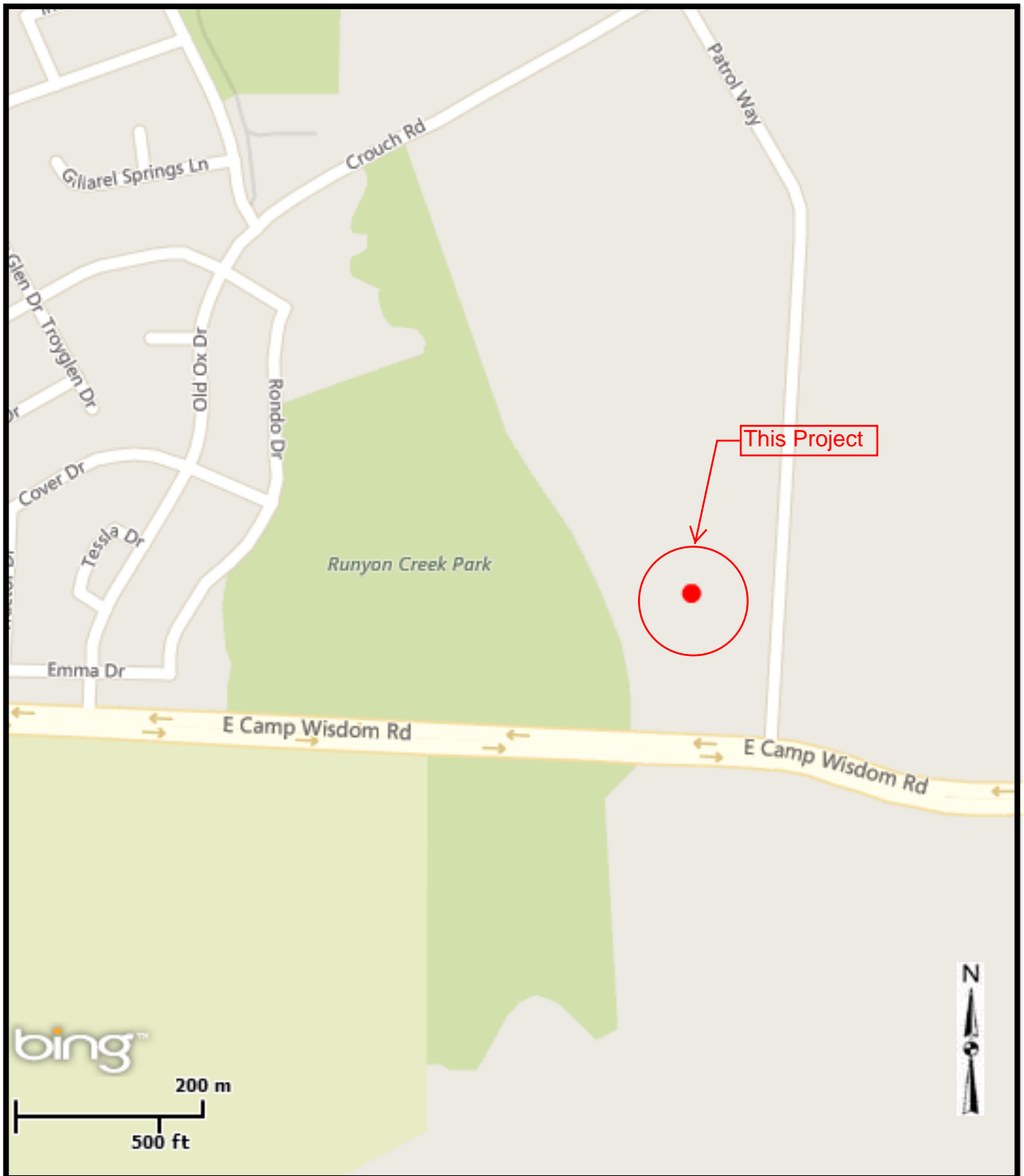
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$271,164.00	39.29%	\$271,164.00	39.29%
Hispanic American	\$274,145.00	39.72%	\$274,145.00	39.72%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$76,266.00	11.05%	\$76,266.00	11.05%
Total	\$621,575.00	90.06%	\$621,575.00	90.06%

South Central Police Substation Parking Expansion



South Central Police Substation

1999 E. Camp Wisdom Rd.

65V

April 13, 2016

WHEREAS, the DART overhead rail construction has identified Patrol Way Street access drives and parking concerns relating to the 24/7 operations of the police substation and possible impact for transit maintenance in the future; and,

WHEREAS, installation of additional parking and an entrance drive from Camp Wisdom Road will provide operational access unimpeded by DART activity; and,

WHEREAS, 3i Construction, LLC was selected as the most qualified of 6 proposers as a result of a qualifications-based selection process in accordance with City of Dallas procurement guidelines; and,

WHEREAS, on June 19, 2015, Administrative Action No. 15-0827, authorized a professional services contract with Charles Gojer & Associates, Inc to design a parking lot and drive additions at the South Central Police Substation in the amount of \$48,510.00; and,

WHEREAS, it is now necessary to authorize a construction contract with 3i Construction, LLC, to install additional parking, access drive, and site lighting at the South Central Police Substation, located at 1999 E. Camp Wisdom Road, in an amount not to exceed \$690,193.00.

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

Section 1. That the City Manager is hereby authorized to enter into a construction contract with 3i Construction, LLC, to install additional parking, access drive, and site lighting at the South Central Police Substation, located at 1999 E. Camp Wisdom Road, in an amount not to exceed \$690,193.00, after it has been approved as to form by the City Attorney.

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

Public Safety Facilities Fund
Fund 8T33, Dept. PBW, Unit W067, Act POFA
Obj. 4599, Program #PB06W067, CT PBW06W067G1
Vendor #VS0000017621, in an amount not to exceed \$690,193.00

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: April 13, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Sanitation Services
CMO: Joey Zapata, 670-3009
MAPSCO: N/A

SUBJECT

Authorize ordinances granting four franchises for solid waste collection and hauling, pursuant to Chapter XIV, of the City Charter, and Chapter 18, Article IV, of the Dallas City Code (list attached) - Estimated Annual Revenue: \$11,200

BACKGROUND

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

These franchise ordinances, like the franchisees adopted on October 14, 2015, require the City to approve transfer of ownership or sale of assets in accordance with the City Charter, has tightened reporting and payment provisions for franchisees, requires strict compliance with annual certificate of insurance renewal submissions, is for a franchise term of 5 years, and allows the Council to amend the franchise if needed, more easily and has a clearer acceptance process.

There are currently 202 approved franchise ordinances in Dallas. As part of the franchise agreement, franchisees shall pay a fee of not less than four percent of the gross receipts resulting from the operation of the solid waste collection service within the City.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On September 27, 2006, Council authorized an amendment to the Dallas City Code to include a franchise fee method for regulating solid waste haulers, by Ordinance No. 26478.

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

Information about this item will be provided to the Quality of Life & Environment Committee on April 11, 2016.

FISCAL INFORMATION

\$11,200.00 - Estimated Annual Revenue

Franchises for Solid Waste Collection and Hauling

Franchise Haulers

Estimated Annual Franchise Revenue

Custom Recycling Solutions, LLC	\$2,400.00
Demolition Specialties, LP	\$1,100.00
Mart, Inc.	\$ 300.00
Sunbelt Vacuum Service, Inc. dba	
Sunbelt Disposal & Recycling	\$7,400.00
Total	\$11,200.00

ORDINANCE NO. _____

An ordinance granting a franchise to Custom Recycling Solutions, LLC, a Texas limited liability company, with its principal address at 4583 CR 2509, Royce City, Texas 75189, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) FRANCHISEE means Custom Recycling Solutions, LLC, a Texas limited liability company, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

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

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

(n) THIS ORDINANCE means this document.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. Service requirements.

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

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

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

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

SECTION 5. Indemnity and insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. Fees, payments and compensation.

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

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

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

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

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

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

SECTION 7. Term; performance evaluation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9. Defaults.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. Providing Information.

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

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

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

SECTION 12. General.

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

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

If to City:

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

With a copy to:

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

If to Franchisee:

Kimberly Kilmer, President
Custom Recycling Solutions, LLC
4583 CR 2509
Royce City, Texas 75189

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) Police powers.

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

WARREN M. S. ERNST, City Attorney

BY _____
Assistant City Attorney

Passed _____

Exhibit A

INSURANCE COVERAGE REQUIRED

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

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

REQUIRED PROVISIONS

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

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

CITY NOT LIABLE

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

Exhibit B

Acceptance

Custom Recycling Solutions, LLC, a Texas limited liability company, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on April 13, 2016.

Dated: ____ day of _____, 2016.

FRANCHISEE:

Custom Recycling Solutions, LLC,
a Texas limited liability company

By: _____
Kimberly Kilmer, President

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2016 by Kimberly Kilmer of Custom Recycling Solutions, LLC, a Texas limited liability company, on behalf of said company.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to Demolition Specialties, LP, a Texas limited partnership, with its principal address at 1421 Perry Street, Irving, Texas 75060-3246, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) FRANCHISEE means Demolition Specialties, LP, a Texas limited partnership, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

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

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

(n) THIS ORDINANCE means this document.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. Service requirements.

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

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

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

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

SECTION 5. Indemnity and insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. Fees, payments and compensation.

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

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

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

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

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

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

SECTION 7. Term; performance evaluation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9. Defaults.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. Providing Information.

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

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

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

SECTION 12. General.

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

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

If to City:

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

With a copy to:

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

If to Franchisee:

Linda Proctor, Partner
Demolition Specialties, LP
1421 Perry Street
Irving, Texas 75060-3246

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) Police powers.

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

WARREN M. S. ERNST, City Attorney

BY _____
Assistant City Attorney

Passed _____

Exhibit A

INSURANCE COVERAGE REQUIRED

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

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

REQUIRED PROVISIONS

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

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

CITY NOT LIABLE

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

Exhibit B

Acceptance

Demolition Specialties, LP, a Texas limited partnership, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on April 13, 2016.

Dated: ____ day of _____, 2016.

FRANCHISEE:

Demolition Specialties, LP
a Texas limited partnership

By: TRAM Construction, LLC,
a Texas limited liability company

By: _____
Linda Proctor, Member

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2016 by Linda Proctor, member, for Demolition Specialties, LP, a Texas limited partnership, by its general partner TRAM Construction, LLC, a Texas limited liability company, on behalf of said limited partnership.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to Mart, Inc., a Texas corporation, with its principal address at 1503 Perry Street, Irving, Texas 75060-3246, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

enforcement of this ordinance and to franchisee's exercise of the rights and privileges conferred in this ordinance.

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

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

(k) FRANCHISEE means Mart, Inc., a Texas corporation, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

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

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

(n) THIS ORDINANCE means this document.

SECTION 3. Granting of franchise. That subject to all the terms and conditions contained in this ordinance, the Texas Constitution, the city charter, the city code, other city ordinances as from time to time may be in effect, and applicable federal law, city hereby grants franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a solid waste collection service in, over, along and across the public ways in the authorized area. This grant is subject to the following additional conditions:

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

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

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

(d) City's use of public ways. Franchisee acknowledges that by this ordinance it obtains no rights to use or further use of the public ways other than those expressly granted in this ordinance. Franchisee acknowledges and accepts at its own risk, provided that city has the legal authority for the use or uses in question, that city may make use in the future of the public ways in which the solid waste collection service is located in a manner inconsistent with franchisee's use of such public ways for the solid waste collection service, and in that event

franchisee shall not be entitled to compensation from city unless compensation is available to all users of the public ways which are affected in a similar manner and are similarly situated in relevant respects with the franchisee.

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

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

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

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

(j) Taxes, fees and other assessments. Nothing in this ordinance shall be construed to limit the authority of city to impose a tax, fee, or other assessment of any kind on any person. Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and

local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its solid waste collection service.

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

SECTION 4. Service requirements.

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

(b) All vehicles used by franchisee for the collection and transportation of solid waste shall display a decal issued by the director in or upon a conspicuous place on the vehicle, in accordance with the applicable requirements of the city code. All vehicles shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public ways or

properties adjacent to the public ways. Any spillage will be promptly recovered by franchisee. All vehicles and containers owned by franchisee shall be clearly marked with franchisee's name in letters not less than four inches in height. All vehicles shall be cleaned and maintained by franchisee so as to be in good repair, of good appearance and, when idle, free of solid waste residue as may cause odor, provide a breeding place for vectors, or otherwise create a nuisance. In addition, franchisee shall comply with the requirements for solid waste collection vehicles and containers contained in Sections 18-45 and 18-50 (b) of the Dallas City Code.

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

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

SECTION 5. Indemnity and insurance.

(a) **INDEMNIFICATION OF CITY. FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AGENTS, ATTORNEYS,**

**AND CONTRACTORS (HEREINAFTER REFERRED TO AS “INDEMNITEES”),
FROM AND AGAINST:**

**(1) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS,
AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY
DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS
SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF
OR BE OCCASIONED BY FRANCHISEE'S BREACH OF ANY OF THE TERMS OR
PROVISIONS OF THIS FRANCHISE, OR BY ANY NEGLIGENT OR STRICTLY
LIABLE ACT OR OMISSION OF FRANCHISEE, ITS OFFICERS, AGENTS,
EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, IN THE OPERATION OR
MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE
DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED
THROUGH THE SOLID WASTE COLLECTION SERVICE; FRANCHISEE'S
OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS
SUBPARAGRAPH SHALL EXTEND TO CLAIMS, LOSSES, AND OTHER MATTERS
COVERED UNDER THIS SUBPARAGRAPH THAT ARE CONTRIBUTED TO BY THE
NEGLIGENCE OF ONE OR MORE INDEMNITEES, PROVIDED, HOWEVER, THAT
INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT
THROUGH WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS
PROVIDED UNDER TEXAS LAW, WITHOUT WAIVING ANY GOVERNMENTAL
IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING
ANY DEFENSES OF EITHER FRANCHISEE OR CITY UNDER TEXAS LAW; THE
ABOVE INDEMNIFICATION SHALL NOT, HOWEVER, APPLY TO ANY**

JUDGMENT OF LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY; AND

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

(3) THIS SUBSECTION SHALL NOT BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF CITY AND FRANCHISEE AND

ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

(c) Defense of city. In the event any action or proceeding shall be brought against the indemnitees by reason of any matter for which the indemnitees are indemnified hereunder, franchisee shall, upon notice from any of the indemnitees, at franchisee's sole cost and expense, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants, and the associated costs of document production), resist and defend the same with legal counsel selected by franchisee and consented to by city, such consent not to be unreasonably withheld; provided, however, that franchisee shall not admit liability in any such matter on behalf of the indemnitees without city's written consent and provided further that the indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any

claim for which they are indemnified hereunder, without the prior written consent of franchisee and execution of any settlement agreement on behalf of the city by the city attorney, and further provided that for the search, review, and production of documents, the city attorney may elect to handle some or all of the process in-house at the expense of the franchisee.

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

(e) Insurance required. Not later than the effective date of this ordinance, franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Exhibit A, attached to and made a part of this ordinance. The insurance shall be written by companies approved by the State of Texas and acceptable to city. The insurance shall be evidenced by the delivery to city of policies of insurance, including all endorsements executed by the insurer or its authorized agent stating coverages, limits, exclusions, deductibles, and expiration dates, which demonstrate compliance with all applicable

provisions of the insurance laws and rules in the State of Texas. **THIS ORDINANCE SHALL NOT TAKE EFFECT UNTIL THE INSURANCE POLICY HAS BEEN DELIVERED TO CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.** If satisfactory evidence of the required insurance is not submitted within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

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

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

industry as well as franchisee. When any insurance coverage limit changes are agreed, franchisee shall pay any resulting increase in cost due to the changes.

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

SECTION 6. Fees, payments and compensation.

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

(b) Payment procedures. Franchisee shall pay the franchise fee to city each month during the term of this ordinance. The monthly payment required by this ordinance shall be due and payable by certified check, electronic funds transfer, or other means that provide immediately available funds on the day the payment is due not later than 3:00 p.m. of the thirtieth (30th) calendar day following the end of each calendar month. If the thirtieth (30th) calendar day following the end of a calendar month falls on a Saturday, Sunday, or official city holiday, then the payment is due on the business day prior to the due date, and in the month of February, the payment is due on February 28th. Subject to applicable law, the compensation set

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

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

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

franchisee's obligation to retain records related to the franchise fee shall be limited to the previous two calendar years preceding the date that written notice of intent to audit is served.

SECTION 7. Term; performance evaluation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

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

(2) This section shall not apply to franchisee's employment contracts and other personnel decisions, nor shall it prohibit franchisee from contracting for or subcontracting,

in whole or in part, any operational, management or maintenance functions in connection with the solid waste collection service, so long as franchisee does not relinquish its decision making authority over, or its responsibilities under, this ordinance for any particular function; nor shall it prohibit franchisee from complying with this ordinance or other requirements of federal, state, or local laws and regulations.

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

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

(1) The council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The director shall be advised in writing of a transfer solely for security purposes at least 60 days before such transfer occurs.

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

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

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

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

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

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

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

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

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

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

(f) City approval requirements. Before any transfer, assignment, sale, foreclosure, or other change of control described under this section becomes effective and before the council

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

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

SECTION 9. Defaults.

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

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

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

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

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

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

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

(7) Franchisee's filing of a voluntary petition in bankruptcy; being adjudicated insolvent; obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief

for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of franchisee, or any of franchisee's property or this ordinance or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay franchisee's debts as they become due such that franchisee is unable to meet its obligations under this ordinance.

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

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

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

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

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

(b) Default procedures. Upon the occurrence of an event of default which can be cured by the immediate payment of money to city or a third party, franchisee shall have 30 days from written notice of the occurrence of the event of default from the director to cure the default before city may exercise any of the default remedies provided for in Section 10. Upon the

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

SECTION 10. Remedies.

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

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

(b) Suspension procedure. Upon the occurrence of an uncured event of default, the director may suspend the operation of the solid waste collection service doing business under this ordinance. If the director determines that suspension of the franchise is necessary to cure an

event of default, the director shall comply with the procedures established in Section 18-37 of the Dallas City Code.

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

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

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

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

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

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

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

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

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

(3) If, at the time of a draw by city, the aggregate amount realized from the letter of credit is insufficient to provide the total payment toward which the draw is directed, the balance of such payment, plus accrued interest, shall constitute an obligation of franchisee to city until paid. If the interest rate is not set forth in this ordinance or set by laws, then interest shall be

the prime rate as established in the Wall Street Journal on the day before city sends notice to franchisee of its intent to draw the letter of credit.

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

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

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

lesser penalty, based upon the surrounding circumstances, frequency, number, and seriousness of the material violations or uncured events of default in question and the public interest served by imposing a lesser civil penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. Providing Information.

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

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

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

SECTION 12. General.

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

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

If to City:

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

With a copy to:

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

If to Franchisee:

Vernon Proctor, President
Mart, Inc.
1503 Perry Street
Irving, Texas 75060-3246

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) Police powers.

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

WARREN M. S. ERNST, City Attorney

BY _____
Assistant City Attorney

Passed _____

Exhibit A

INSURANCE COVERAGE REQUIRED

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

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

REQUIRED PROVISIONS

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

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

CITY NOT LIABLE

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

Exhibit B

Acceptance

Mart, Inc., a Texas corporation, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on April 13, 2016.

Dated: ____ day of _____, 2016.

FRANCHISEE:

Mart, Inc.
a Texas corporation

By: _____
Vernon Proctor, President

State of Texas
County of Dallas

This instrument was acknowledged before me on _____, 2016 by Vernon Proctor, President of Mart, Inc., a Texas corporation, on behalf of said corporation.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

ORDINANCE NO. _____

An ordinance granting a franchise to Sunbelt Vacuum Service, Inc. dba Sunbelt Disposal & Recycling, a Texas corporation, with its principal address at 1276 North I-45, Palmer, Texas 75152, pursuant to Chapter XIV of the Dallas City Charter and Chapter 18 of Article IV of the Dallas City Code, to own, operate and maintain a solid waste collection service within the City of Dallas; providing for its terms and conditions; providing for liquidated damages for failure to adhere to the terms and conditions in the franchise ordinance; providing for payment of a franchise fee; providing for the payment of the publication fee; providing for the filing of an acceptance by Franchisee; and providing an effective date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) FRANCHISEE means Sunbelt Vacuum Service, Inc. dba Sunbelt Disposal & Recycling, a Texas corporation, the grantee of rights under this ordinance; or the successor, transferee, or assignee of this ordinance.

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

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

(n) THIS ORDINANCE means this document.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. Service requirements.

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

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

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

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

SECTION 5. Indemnity and insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. Fees, payments and compensation.

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

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

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

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

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

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

SECTION 7. Term; performance evaluation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. Transfers of ownership and control.

(a) Franchisee ownership, management and operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9. Defaults.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. Providing Information.

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

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

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

SECTION 12. General.

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

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

If to City:

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

With a copy to:

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

If to Franchisee:

Dewight Armor, President
Sunbelt Vacuum Service, Inc.
1276 North I-45
Palmer, Texas 75152

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

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

(d) Delivery of notices. Notices required to be given under this ordinance may be transmitted in any of the following four ways:

(1) By personal delivery, in which case they are deemed given when delivered.

(2) By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.

(3) By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three calendar days after having been deposited in the U.S. Mail.

(4) By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

(e) City/franchisee meetings. Franchisee shall meet with the director, the city manager or the council at reasonable times to discuss any aspect of this ordinance or the services or facilities of franchisee. At all meetings, franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at city's offices unless otherwise agreed.

(f) Legal construction. This ordinance shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any litigation that may be filed in connection with this ordinance shall be in Dallas County, Texas. This ordinance is not a contract for goods or services within the meaning of Texas Local Government Code §§271.151 *et seq.*

(g) No inducement. Franchisee, by accepting this ordinance, acknowledges that it has not been induced to accept this ordinance by any promise, oral or written, by or on behalf of city or by any third person regarding any term or condition not expressed in this ordinance. Franchisee further pledges that no promise or inducement, oral or written, has been made to any city employee or official regarding the grant, receipt or award of this ordinance.

(h) Franchisee acknowledgement. Franchisee further acknowledges by acceptance of this ordinance that it has carefully read the terms and conditions of this ordinance and accepts the obligations imposed by the terms and conditions herein.

(i) No waiver by city. No failure by city to insist upon the strict performance of any covenant, provision, term or condition of this ordinance, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this ordinance, but each and every covenant, provision, term or condition of this ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(j) Governmental licenses. Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the solid waste collection service in accordance with this ordinance.

(k) Severability. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this ordinance.

(l) City retained powers. In addition to all rights provided in this ordinance, city reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, city code, and city ordinances which city is allowed to exercise.

(m) Material misinformation. The provision of information by franchisee or any of its affiliates to city in connection with any matters under this ordinance which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this ordinance and shall be subject to the remedies provided in Section 10. Each day that franchisee or an affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this ordinance.

(n) Hearing procedures. The following additional procedures shall apply to any hearing held in connection with any action taken by the council in connection with this ordinance:

(1) The council may conduct the hearing or, in its sole discretion, may by resolution appoint a committee or subcommittee of the council or a hearing officer to conduct the hearing and submit a proposal for decision to it, pursuant to procedures established by resolution.

(2) The hearing shall afford franchisee rudimentary due process. The council may by resolution establish other procedural matters in connection with the hearing.

(o) Acceptance. Upon adoption of this ordinance, franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing the original with the city secretary and a copy with the director, in writing, within 30 days after the date the council approves this ordinance, an unconditional acceptance of the ordinance and promise to comply with and abide by all its provisions, terms, and conditions. The form of unconditional acceptance and promise, attached to and made a part of this ordinance as Exhibit B, shall be sworn to, by, or on behalf of franchisee before a notary public. If within 30 days after the date the council approves the ordinance, franchisee fails to (1) submit and file the properly executed acceptance, (2) pay all taxes due , and (3) submit the letter of credit and required certificate of insurance, then this ordinance and the rights, permissions, and privileges granted under this ordinance shall be null and void and shall have no force or effect, unless franchisee evidences such failure was due to clerical error by someone other than franchisee or its affiliates and then acts promptly to remedy the third party's clerical error. The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the acceptance required by this subsection is filed as provided herein.

(p) Time is of the essence. Whenever this ordinance shall set forth any time for an act to be performed by or on behalf of franchisee, such time shall be deemed of the essence and any failure of franchisee to perform within time allotted shall always be sufficient grounds for city to invoke an appropriate remedy, including possible revocation of the ordinance.

(q) Force majeure. The time within which franchisee shall be required to perform any act under this ordinance shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of franchisee. Notwithstanding anything contained anywhere else in this ordinance, franchisee shall not be excused from performance of any of its obligations under this ordinance by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

(r) Recognition of rights. Franchisee agrees that by adopting this ordinance, neither city nor franchisee have waived any rights, claims, or defenses they may have with respect to city's rights to impose the requirements contained in this ordinance in whole or in part upon franchisee.

(s) Police powers.

(1) In accepting this ordinance, franchisee acknowledges that its rights under this ordinance are subject to the police power of city to adopt and enforce general ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by city pursuant to such powers. Any conflict between the provisions of this ordinance and any other present or future lawful exercise of city's police powers shall be resolved in favor of the latter.

(2) Franchisee recognizes the right of city to make reasonable amendments to this ordinance; except that city shall not make amendments materially adversely affecting franchisee except under a proper exercise of city's police powers, with notice to franchisee and an opportunity to be heard in a regular public meeting of the council considering the ordinance or amendment. Franchisee acknowledges that this is the extent of its rights to a hearing respecting franchise ordinance amendments under the charter

(3) Franchisee also recognizes city's right to impose such other regulations of general applicability as shall be determined by city to be conducive to the safety, welfare, and accommodation of the public.

(t) No presumption of renewal. This ordinance and the grant contained herein do not imply, grant, or infer any renewal rights in favor of franchisee or its affiliates.

(u) Recognition of city charter. Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this ordinance are subject to the applicable provisions of Chapter XIV of the Dallas City Charter. Any request by franchisee for an amendment to this ordinance shall be subject to review by the city attorney for compliance with the applicable provisions of the city charter.

SECTION 13. Outstanding license fees. This ordinance shall not take effect until all fees still owed to city from the existing license previously issued to franchisee for solid waste collection, hauling, and disposal service under provisions of the city code applicable to solid waste collection, hauling, and disposal licenses are paid in full. If the previous license fees owed to city are not paid by franchisee within 30 days after the date the council approves this ordinance, then this ordinance shall be considered null and void and shall have no force or effect.

The director may prevent franchisee from operating a solid waste collection service under this franchise or reapplying for a new franchise until the previous license fees have been paid in full.

SECTION 14. Ordinance effective date. Subject to the provisions of Subsection 5(e), Subsection 12(o), and Section 13, this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas (the “effective date”), and it is accordingly so ordained.

APPROVED AS TO FORM:

WARREN M. S. ERNST, City Attorney

BY _____
Assistant City Attorney

Passed _____

Exhibit A

INSURANCE COVERAGE REQUIRED

SECTION C. Subject to FRANCHISEE'S right to maintain reasonable deductibles, FRANCHISEE shall obtain and maintain in full force and effect for the duration of this contract and any extension hereof, at FRANCHISEE'S sole expense, insurance coverage in the following type(s) and amounts:

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

REQUIRED PROVISIONS

FRANCHISEE agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages.
- b. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to:
 - (i) Sanitation Services, Attention: Assistant Director, 3112 Canton, Suite 200, Dallas, Texas 75226 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- c. Waive subrogation against the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the FRANCHISEE'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e. Provide that all provisions of this franchise concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

CITY NOT LIABLE

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the FRANCHISEE or its subcontractors shall not relieve the FRANCHISEE of full responsibility or liability for damages and accidents as set forth in the franchise documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the FRANCHISEE from liability.

Exhibit B

Acceptance

Sunbelt Vacuum Service, Inc. dba Sunbelt Disposal & Recycling, a Texas corporation, unconditionally accepts and agrees to be bound by all the terms, covenants, and conditions contained in the Solid Waste Collection Service franchise ordinance, Ordinance No. _____, passed on April 13, 2016.

Dated: ____ day of _____, 2016.

FRANCHISEE:

Sunbelt Vacuum Service, Inc.
dba Sunbelt Disposal & Recycling
a Texas corporation

By: _____
Dewight Armor, President

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2016 by Dewight Armor, President of Sunbelt Vacuum Service, Inc. dba Sunbelt Disposal & Recycling, a Texas corporation, on behalf of said corporation.

(Seal)

Notary Public's Signature

Exhibit C
Affidavit of Ownership or Control

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 6
DEPARTMENT: Street Services
CMO: Jill A. Jordan, P.E., 670-5299
MAPSCO: 43P

SUBJECT

TxDOT Railroad Queue Cutter at Singleton Boulevard and North Westmoreland Road

- * Authorize **(1)** a Local Project Advance Funding Agreement with the Texas Department of Transportation for a Federal Railway-Highway Crossing Program grant to design and install one queue cutter traffic signal at Singleton Boulevard and North Westmoreland Road; **(2)** the receipt and deposit of funds in the amount of \$113,195 from the Texas Department of Transportation; **(3)** the establishment of appropriations in the amount of \$113,195 in the Texas Department of Transportation Grant Fund; and **(4)** a required local match in the amount of \$1,191 – Total not to exceed \$114,386 – Financing: Texas Department of Transportation Grant Funds (\$113,195) and Current Funds (\$1,191) (subject to annual allocation)
- * Authorize a professional services contract with Kimley-Horn and Associates, Inc., most advantageous proposer of thirteen, to provide traffic signal design services for one railroad queue cutter crossing arm at the intersection of Singleton Boulevard and North Westmoreland Road - Not to exceed \$11,000 - Financing: Texas Department of Transportation Grant Funds

BACKGROUND

This action will authorize the design and construction of one railroad queue cutter crossing arm at Singleton Boulevard and North Westmoreland Road. The City of Dallas was awarded grant funding totaling \$113,194.99 from the Federal Railway-Highway Crossing Program, administered by the Texas Department of Transportation (TxDOT), for the design and installation of one queue cutter traffic signal.

BACKGROUND (Continued)

The City of Dallas was approached by TxDOT to design and install a signal on Westmoreland Road at the Union Pacific Railroad crossing located just south of Singleton Boulevard. This would be the City’s first “queue cutter” signal for northbound traffic. The queue, or line of traffic, from Singleton Boulevard routinely backups to the tracks, but it is too far away to preempt and clear the crossing. A detector would be installed between the tracks and Singleton Boulevard. When the queue reaches the tracks, a single mast arm signal will stop northbound traffic upstream of the tracks. The signal consists of one mast arm for northbound traffic just upstream of the tracks and a loop about halfway to Singleton Boulevard.

The City will provide local matching funds, totaling \$1,190.07, to leverage \$113,194.99 in Federal funds for design and installation of one queue cutter traffic signal (CFDA 20.205, CSJ 0918-47-151) at Singleton Boulevard and North Westmoreland Road in an amount not to exceed \$114,385.06. The City is required to pay a portion of the State costs in the amount of \$1,190.07. The State and Federal portion will cover the engineering design services with Kimley-Horn and Associates totaling \$11,000.00, and construction costs estimated at \$102,194.99, with a total project not to exceed \$114,385.06.

The City will be responsible for the bidding and construction administration after the design is approved. Any change orders or overruns are the responsibility of the City of Dallas.

From the funding received through this grant, a portion (\$11,000.00) will be used to contract Kimley-Horn and Associates, Inc., to design the queue cutter for northbound traffic on North Westmoreland Road, prior to the intersection at Singleton Boulevard. The scope of this project includes installing one signal pole and mast arm, associated conduit, detection for the northbound approach, and tying into the existing signal at Singleton Blvd.

Kimley-Horn and Associates, Inc., was previously selected as the most advantageous proposer of 13 for traffic signal design services in June 2013. At that time, the City of Dallas released a Request for Qualifications (RFQ) for Engineering Services for traffic engineering and intelligent transportation systems (ITS) services.

A four member committee from the following departments reviewed and evaluated the proposals:

- Streets Services (2)
- Public Works Department (1)
- Dallas Police Department (1)

BACKGROUND (Continued)

The successful proposer was selected by the committee on the basis of demonstrated competence and qualifications under the following criteria:

- Quality Assurance and Control 10%
- Business Inclusion and Development Plan 15%
- Experience and Capability 25%
- Responsiveness and Qualifications 50%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 739 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	April 2016
Complete Design	February 2017
Complete Construction	March 2019

FISCAL INFORMATION

Current Funds - \$1,190.07
Texas Department of Transportation Grant Fund - \$113,194.99

ETHNIC COMPOSITION

Kimley-Horn and Associates, Inc.

White Male	1,091	White Female	483
Black Male	21	Black Female	18
Hispanic Male	78	Hispanic Female	40
Other Male	91	Other Female	43

PROPOSAL INFORMATION

The following top three proposals were received from solicitation number BHZ1308 and opened on July 11, 2013. This contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
*Kimley-Horn and Associates, Inc.	12750 Merit Drive, Suite 1000 Dallas, TX 75251	88.25%
Lee Engineering, LLC	3030 LBJ Freeway, Suite 1660 Dallas, TX 75234	86.75%
Savant Group, Inc.	1700 Pacific Avenue, Suite 1240 Dallas, TX 75201	75.00%

Statements of Qualifications were received from solicitation number BHZ1308 and opened on July 11, 2013 from the following 13 consultant teams: Civil Associates, Inc.; Teague Nall and Perkins, Inc.; Kimley-Horn and Associates, Inc.; Binkley and Barfield, Inc.; Lee Engineering, LLC.; Urban Engineers Group, Inc.; Neel-Schaffer, Inc.; Urban Engineers Group, Inc., DBA Urban Services, Inc.; Savant Group; Orthon; HDR, Inc.; AECOM; AZ and B Arrendo; and Zepeda and Brunz, LLC.

OWNER

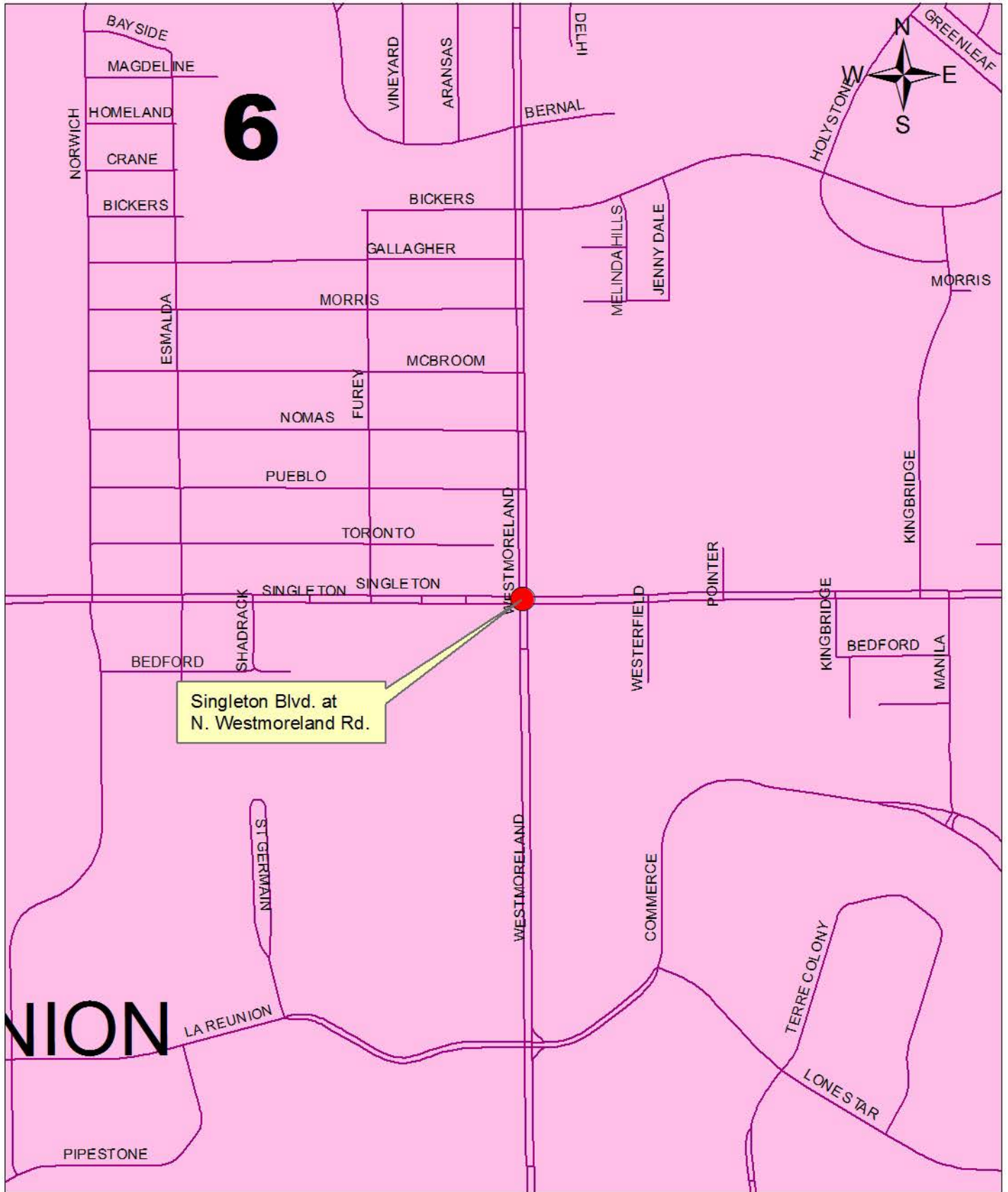
Kimley-Horn and Associates, Inc.

John Atz, President
Aaron Nathan, Vice-President

MAP

Attached

TxDOT FEDERAL RAILWAY-HIGHWAY CROSSING PROGRAM PROJECT



April 13, 2016

WHEREAS, the City of Dallas desires to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for a Federal Railway-Highway Crossing Program to fund the design and construction of one queue cutter traffic signal at Singleton Boulevard and North Westmoreland Road (CFDA 20.205, CSJ 0918-47-151); and,

WHEREAS, the Federal/State portion of the grant is \$113,194.99 and the City of Dallas local match is \$1,190.07 for a total amount not to exceed \$114,385.06; and,

WHEREAS, the City of Dallas will issue a warrant check at the beginning of the project in the amount of \$1,190.07 for portion of State costs for the queue cutter traffic signal; and,

WHEREAS, the City of Dallas will be responsible for any change orders or bid overruns; and,

WHEREAS, TxDOT will reimburse the City for 100% of the City's design and construction costs in an amount not to exceed \$113,194.99; and,

WHEREAS, the City of Dallas desires to enter into an agreement with TxDOT (CFDA 20.205, CSJ 0918-47-151) to receive cost reimbursement for the design and construction of one queue cutter traffic signal at Singleton Boulevard and North Westmoreland Road.

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 Local Project Advance Funding Agreement with the Texas Department of Transportation - Federal Railway-Highway Crossing Program Grant, Agreement number CFDA 20.205, CSJ 0918-47-151, to design and install one queue cutter traffic signal at Singleton Boulevard and North Westmoreland Road, 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 \$113,194.99 in Fund F8FP, Dept. STS, Unit 88FP, Revenue Source 6506.

Section 3. That the Chief Financial Officer is hereby authorized to issue a warrant check to TxDOT in the amount of \$1,190.07, Vendor #020318, in accordance with the terms and conditions of the agreement from Fund 0001, Dept. STS, Unit 3049, Obj. 4820.

April 13, 2016

Section 4. That the City Manager is hereby authorized to establish appropriations in the amount of \$113,194.99 in Fund F8FP, Dept. STS, Unit 88FP, Act. THRG Obj. 4820, Major Program STSMJR, Program TPF8FP16.

Section 5. That the Chief Financial Officer is hereby authorized to reclassify the disbursement to a Prepaid Expense, BSA 032B, if required by general accepted accounting principles.

Section 6. That the Chief Financial Officer is hereby authorized to deposit any unused funds advanced to TxDOT pertaining to this project into Fund 0001, Department STS, Unit 3049, BSA 032B.

Section 7. 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 8. 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 9. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

April 13, 2016

WHEREAS, the City desires to enter into a professional services contract with Kimley-Horn and Associates, Inc., most advantageous proposer of thirteen, to provide traffic signal design services for the queue cutter traffic signal at Singleton Boulevard and North Westmoreland Road and other related tasks in an amount not to exceed \$11,000.00; and

WHEREAS, TxDOT will reimburse the City for 100% of the City's design costs in an amount not to exceed \$11,000.00.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to enter into a professional services contract with Kimley-Horn and Associates, Inc., to provide traffic signal design services for one railroad queue cutter crossing arm at the intersection of Singleton Boulevard and North Westmoreland Road and other related tasks, in an amount not to exceed \$11,000.00, after approval as to form by the City Attorney.

Section 2. That the Chief Financial Officer is authorized to disburse in accordance with the terms and conditions of the contract from:

Texas Department of Transportation Funds
Fund F8FP, Dept. STS, Unit 88FP, Obj. 4820
MASC STS16KHAG01
Act. THRG, Major Program STSMJR,
Program TPF8FP16, Vendor # 135447
in an amount not to exceed \$11,000.00

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Street Services
CMO: Jill A. Jordan, P.E., 670-5299
MAPSCO: N/A

SUBJECT

Authorize a professional services contract with Lee Engineering, LLC, most advantageous proposer of sixteen, to provide specialized services for conducting traffic studies, for the preparation specifically of 140 traffic signal warrant studies, 195 left-turn signal studies, 30 multi-way stop warrant studies, 35 pedestrian crossing analysis studies and 4 special studies - Not to exceed \$1,156,550 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This item will authorize a professional services contract with Lee Engineering, LLC, to provide 140 traffic signal warrant, 195 turn phasing, 30 multi-way stop, 35 pedestrian crossing analysis studies, 4 special traffic studies and other related tasks.

The traffic studies for completion through this action consist of a minimum of:

- 195 left turn phasing studies
- 140 signal warrant studies
- 30 multiway stop control studies
- 35 pedestrian signal study locations
- 4 special traffic studies

In June 2013, the City released a Request for Qualifications (RFQ) for Engineering Services for traffic engineering services, special studies and intelligent transportation systems (ITS) services.

A four member committee from the following departments reviewed and evaluated the proposals:

- Streets Services (2)
- Public Works Department (1)
- Dallas Police Department (1)

BACKGROUND (Continued)

The successful proposer was selected by the committee on the basis of demonstrated competence and qualifications under the following criteria:

- Quality Assurance and Control 10%
- Business Inclusion and Development Plan 15%
- Experience and Capability 25%
- Responsiveness and Qualifications 50%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 739 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS used historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest to ensure maximum vendor outreach.

ESTIMATED SCHEDULE OF PROJECT

Begin Study	May 2016
Complete Study	May 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

Current Funds - \$1,156,550.00 (subject to annual appropriations)

M/WBE INFORMATION

See attached

ETHNIC COMPOSITION

Lee Engineering, LLC

White Male	15	White Female	6
Black Male	2	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	1	Other Female	2

PROPOSAL INFORMATION

Four vendors were shortlisted after a thorough review of qualifications. The following are the vendors on the short list. The proposals were received from solicitation number BHZ1308 and opened on July 11, 2013. This contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
*Lee Engineering, LLC	3030 LBJ Freeway, Suite 1660 Dallas, TX 75234	92.50%
Freese & Nichols	1701 North Market Street, Suite 500, LB 51 Dallas, TX 75202	86.00%
Savant Group	1700 Pacific Avenue Suite 1240 Dallas, TX 75248	83.25%
HDR Engineering, Inc.	17111 Preston Road, Suite 200 Dallas, TX 75248	79.00%

OWNER

Lee Engineering, LLC

Joseph T. Short, P.E., PTOE, President
Dhamesh Shah, P.E., PTOE, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Lee Engineering, LLC, most advantageous proposer of sixteen, to provide specialized services for conducting traffic studies, for the preparation specifically of 140 traffic signal warrant studies, 195 left-turn signal studies, 30 multi-way stop warrant studies, 35 pedestrian crossing analysis studies and 4 special studies - Not to exceed \$1,156,550 - Financing: Current Funds (subject to annual appropriations)

Lee Engineering, 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: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$776,700.00	67.16%
Total non-local contracts	\$379,850.00	32.84%
TOTAL CONTRACT	\$1,156,550.00	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>
Gram Traffic North Texas	WFDB64520Y0316	\$379,850.00	100.00%
Total Minority - Non-local		\$379,850.00	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%	\$379,850.00	32.84%
Total	\$0.00	0.00%	\$379,850.00	32.84%

April 13, 2016

WHEREAS, the City desires to enter into a professional services contract with Lee Engineering, LLC, most advantageous proposer of sixteen, to provide specialized services for the preparation of traffic signal studies, specifically 140 traffic signal warrant studies, 195 left-turn signal studies, 30 multi-way stop warrant studies, 35 pedestrian crossing analysis studies and 4 special studies and other related tasks in an amount not to exceed \$1,156,550.00; and,

WHEREAS, on May 28, 2014, Administrative Action No.15-4994 authorized a contract with Lee Engineering, LLC, to provide traffic signal warrant studies; and,

WHEREAS, on April 7, 2015, Administrative Action No. 15-5720 authorized a contract with Lee Engineering, LLC, to provide traffic signal warrant studies; and,

WHEREAS, on June 17, 2015, Council Resolution No. 15-1173 authorized a contract with Lee Engineering, LLC, to provide traffic signal warrant studies; and,

WHEREAS, on March 1, 2016, Administrative Action No. 16-5381, authorized a contract with Lee Engineering, LLC, to provide a special traffic signal warrant study.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is authorized to enter into a professional services contract with Lee Engineering, LLC (VS0000028744), to provide specialized services for the preparation of specifically 140 traffic signal warrant studies, 195 left-turn signal studies, 30 multi-way stop warrant studies, 35 pedestrian crossing analysis studies and 4 special studies and other related tasks in an amount not to exceed \$1,156,550.00, after it has been approved as to form by the City Attorney. This contract will be in effect for two calendar years after approval.

Section 2. That the Chief Financial Officer is authorized to disburse funds in accordance with the terms and conditions of the contract from Fund 0001, Dept. STS, Unit 3049, Obj. 3070 MASC STS16LEEG01, Vendor # VS0000028744, not to exceed \$1,156,550.00 (subject to annual appropriations).

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: Public Safety
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Street Services
CMO: Jill A. Jordan, P.E., 670-5299
MAPSCO: N/A

SUBJECT

Authorize a one-year construction services agreement with Viking Construction, Inc., lowest responsive bidder of three, to provide micro-surfacing and slurry seal application services - Not to exceed \$4,126,763 - Financing: Current Funds (subject to appropriations)

BACKGROUND

This item does not encumber funds. The purpose of a service contract is to establish firm pricing for goods and services for a specific term, which are ordered on an as needed basis.

This Construction contract will provide micro-surfacing and slurry seal application services used by Street Services to complete its planned work in 2016. Micro-surfacing and slurry seal are preventative maintenance street treatments, which are primarily designed to extend the service life of streets by sealing surface cracks. Failure to seal surface cracks allows water to penetrate street surfaces causing street deterioration.

Micro-surfacing consists of a 1/4 inch thick mixture of asphalt and crushed stone typically applied to higher traffic volume, nonresidential streets. Vehicular traffic is usually resumed after 30 minutes from time of application. Department of Street Services staff plans on Micro-surfacing 100 lane miles during this one-year service contract in accordance with its specifications.

Slurry seal consists of a 1/4 inch thick mixture of asphalt, sand, and finely crushed stone applied to the street surface in a single layer. It is typically applied to residential streets. Vehicular traffic is usually resumed within 1 to 2 hours after application. Department of Street Services plans on Slurry sealing 235 lane miles during this one-year service contract in accordance with its specifications.

BACKGROUND (Continued)

This solicitation was structured in a manner which required bidders to submit a response using group pricing. This bid resulted in a slight 0.33% increase over comparable prices for the bids awarded in 2015 (2015 bid price: \$4,113,120.00. 2016 bid price: \$4,126,762.50).

As part of the solicitation process and in an effort to increase competition, Streets, in collaboration with Business Development and Procurement Services used their procurement system to make aware qualified contractors to bid on these respective commodities.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 11, 2012, Council authorized a one-year construction service contract to provide micro-surfacing and slurry seal by Resolution No. 12-1018.

On April 10, 2013, Council authorized a one-year construction service contract to provide micro-surfacing and slurry seal for Street Services by Resolution No. 13-0605.

On April 23, 2014, Council authorized a one-year construction services contract to provide micro-surfacing and slurry seal for Street Services by Resolution No. 14-0655.

On April 22, 2015, Council authorized a twelve-month service contract for micro-surfacing and slurry seal by Resolution No.15-0744.

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

Current Funds - \$4,126,762.50

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Viking Construction, Inc.

White Male	6	White Female	1
Black Male	3	Black Female	0
Hispanic Male	30	Hispanic Female	0
Other Male	0	Other Female	0

BID INFORMATION

The following bids were received from solicitation number CIZ1592 and opened on February 12, 2016. This construction services contract is being awarded in its entirety to the lowest responsive and responsible bidder.

*Denotes successful bidder

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Viking Construction, Inc.	2592 Shell Road Georgetown, TX 78628	Group One- \$1,831,037.50 Group Two- \$2,295,725.00
NyMac Enterprises,	3415 S. Creyts Road	Non-responsive**
Intermountain Slurry Seal, Inc.,	701 East Main Street Dallas, TX 75201	Non-responsive***

**NyMac Enterprises, Inc. was deemed non-responsive due to Incomplete Bid - Qualifications and Ethnic Composition Data Omitted.

***Intermountain Slurry Seal, Inc. was deemed non-responsive due to Incomplete Bid - Qualifications Data Omitted.

OWNER

Viking Construction, Inc.

Barry H. Dunn, President
Diane M. Dunn, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a one-year construction services agreement with Viking Construction, Inc., lowest responsive bidder of three, to provide micro-surfacing and slurry seal application services - Not to exceed \$4,126,763 - Financing: Current Funds (subject to appropriations)

Viking Construction, 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

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$242,000.00	5.86%
Total non-local contracts	\$3,884,762.50	94.14%
TOTAL CONTRACT	\$4,126,762.50	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>
Serviceline Transport, Inc.	HMDFW46501116	\$288,200.00	7.42%
Total Minority - Non-local		\$288,200.00	7.42%

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%	\$288,200.00	6.98%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$288,200.00	6.98%

April 13, 2016

WHEREAS, on April 11, 2012, Council authorized a one-year construction services contract to provide micro-surfacing and slurry seal by Resolution No. 12-1018; and,

WHEREAS, on April 10, 2013, Council authorized a one-year construction services contract to provide micro-surfacing and slurry seal by Resolution No. 13-0605; and,

WHEREAS, on April 23, 2014, Council authorized a one-year construction services contract to provide micro-surfacing and slurry seal by Resolution No. 14-0655; and,

WHEREAS, on April 22, 2015 Council authorized a one-year construction services contract to provide micro-surfacing and slurry seal by Resolution No.15-0744; and,

WHEREAS, on February 12, 2015, bids were received for a one-year services contract for micro-surfacing and slurry seal construction services, as follows:

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Viking Construction, Inc.	2592 Shell Road Georgetown, TX 78628	Group One- \$1,831,037.50 Group Two- \$2,295,725.00
NyMac Enterprises,	3415 S. Creyts Road	Non-responsive**
Intermountain Slurry Seal, Inc..	701 East Main Street Dallas, TX 75201	Non-responsive***

**NyMac Enterprises, Inc. was deemed non-responsive due to Incomplete Bid - Qualifications and Ethnic Composition Data Omitted.

***Intermountain Slurry Seal, Inc. was deemed non-responsive due to Incomplete Bid - Qualifications Data Omitted.

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 one-year construction services contract with Viking Construction, Inc. (340268) in an amount not to exceed \$4,126,762.50 for a one-year term upon approval as to form by the City Attorney. This amount consists of \$1,831,037.50 for micro-surfacing and \$2,295,725.00 for slurry sealing. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Viking Construction, Inc., shall be based only on the amount of the services directed to be performed by the City and properly performed by successful bidder: Viking Construction, Inc.

April 13, 2016

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$4,126,762.50 (subject to appropriations), in accordance with the terms and conditions of the price agreement from Fund 0001; Dept: STS; Unit: 3417; Obj: 3072.(Vendor No. 340268)

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: April 13, 2016

COUNCIL DISTRICT(S): 4

DEPARTMENT: Sustainable Development and Construction
Public Works & Transportation

CMO: Ryan S. Evans, 671-9837
Jill A. Jordan, P.E., 670-5299

MAPSCO: 55H

SUBJECT

Authorize moving expense and replacement housing payments for Francisco Torres and Dora Fernandez in the Cadillac Heights neighborhood as a result of an official written offer of just compensation to purchase real property at 1019 Pontiac Avenue for the Cadillac Heights Phase II Project - Not to exceed \$67,550 - Financing: 2006 Bond Funds

BACKGROUND

Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas provides moving expense and replacement housing payments for homeowners displaced by the City of Dallas in conjunction with its real property acquisition activities. On August 12, 2015, the City Council approved Resolution No. 15-1396 which authorized the acquisition of real property known as 1019 Pontiac Avenue for the Cadillac Heights Phase II Project. Francisco Torres and Dora Fernandez will be displaced as a direct result of this property acquisition. They have qualified for a moving expense payment of up to \$2,050 and a last resort calculated replacement housing payment of up to \$65,500 pursuant to City Code and will use the replacement housing payment to acquire a replacement property.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 12, 2015, the City Council authorized the acquisition of single family homes in the Cadillac Heights neighborhood for the Cadillac Heights Phase II Project by Resolution No. 15-1396.

Information about this item will be provided to the Economic Development Committee on April 4, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$67,550

OWNERS

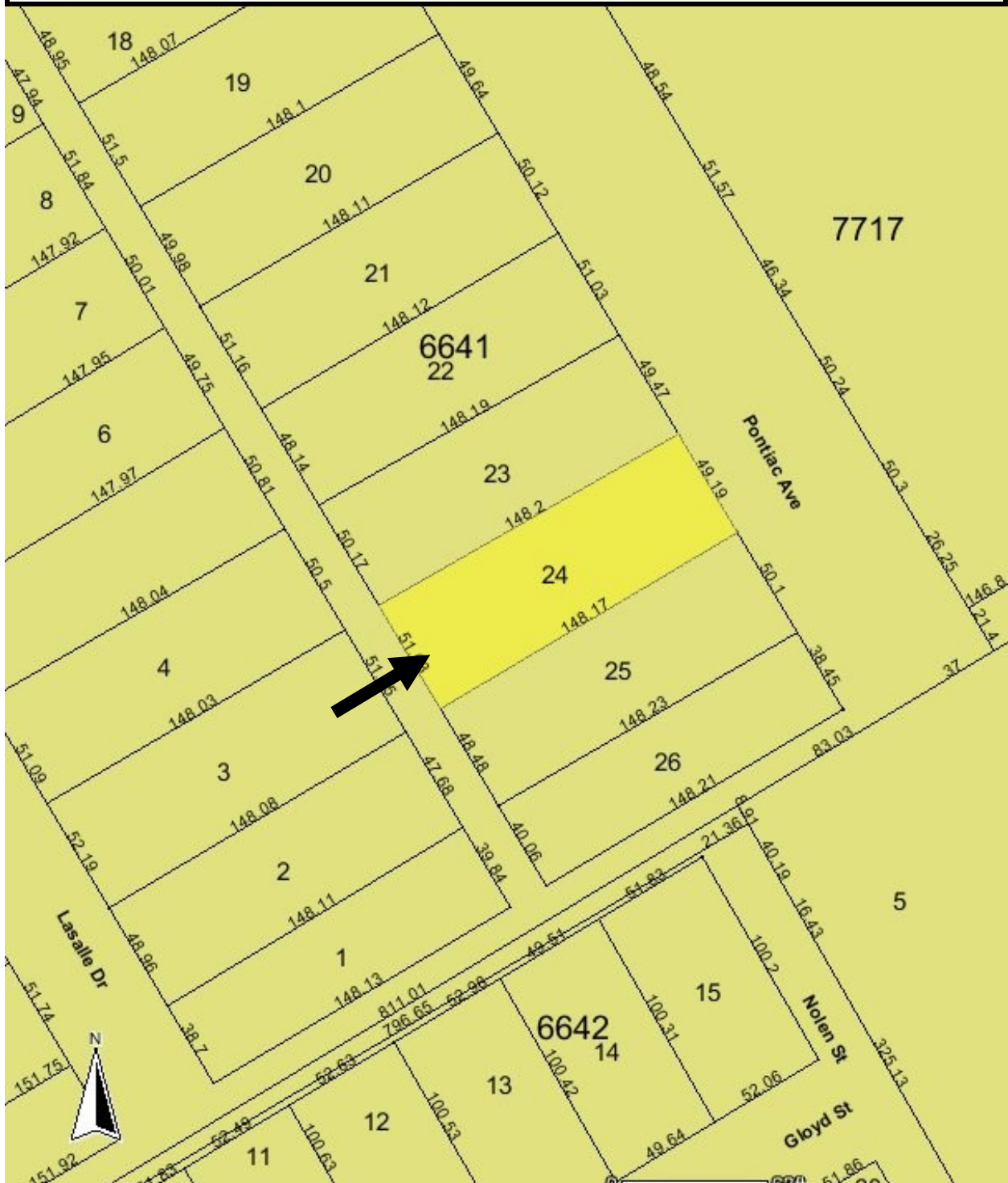
Francisco Torres

Dora Fernandez

MAP

Attached

CADILLAC HEIGHTS PHASE II PROJECT RELOCATION ASSISTANCE



Lot 24, Block 3/6641– 1019 Pontiac Avenue

April 13, 2016

WHEREAS, on November 7, 2006, Dallas voters approved the use of General Obligation Bonds to acquire property for Cadillac Heights Phase II Project; and

WHEREAS, Francisco Torres and Dora Fernandez will be displaced as a direct result of this property acquisition and will vacate the property; and

WHEREAS, Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas provides moving expense and replacement housing payments for homeowners displaced by City of Dallas property acquisition activities; and

WHEREAS, on August 12, 2015, the City Council approved Resolution No. 15-1396 authorizing the acquisition of 1019 Pontiac Avenue located in the Cadillac Heights neighborhood, to be used in conjunction with the construction of Cadillac Heights Phase II Project;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That Francisco Torres and Dora Fernandez will be displaced in conjunction with the construction of the Cadillac Heights Phase II Project and are entitled to moving expense and replacement housing payments pursuant to Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas.

Section 2. That Francisco Torres and Dora Fernandez are eligible to receive a moving expense payment in an amount up to \$2,050 and a replacement housing payment in an amount up to \$65,500.

Section 3. That the Chief Financial Officer is authorized to draw warrants in favor of Francisco Torres and Dora Fernandez in an amount not to exceed \$67,550 for moving expense and replacement housing payments.

These warrants are to be paid as follows:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>Act Code</u>	<u>Prog No</u>	<u>CT</u>	<u>Vendor No</u>	<u>Amount</u>
BT11	PBW	T825	4240	LAAQ	PB06T825	SUST825EP18	VS86897	\$65,500
BT11	PBW	T825	4240	LAAQ	PB06T825	SUST825EP19	VC14881	\$ 2,050

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: April 13, 2016
COUNCIL DISTRICT(S): 13
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 24K

SUBJECT

An ordinance abandoning a portion of Montwood Lane and a garbage collection and utility easement to The Episcopal School of Dallas, Inc., and WBL Family Investments, Inc., the abutting owners, containing a total of approximately 75,438 square feet of land, located near the intersection of Merrell and Midway Roads, authorizing the quitclaim and providing for the dedication of approximately 36,970 square feet of land needed for right-of-way - Revenue: \$840,024, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of Montwood Lane and a garbage collection and utility easement to The Episcopal School of Dallas, Inc., and WBL Family Investments, Inc., the abutting owners. The areas will be included with the property of the abutting owners for future development of an elementary school. The owners will dedicate a total of approximately 36,970 square feet of land needed for right-of-way. The abandonment fee is based on an independent appraisal.

Notices were sent to 37 property owners located within 300 feet of the proposed abandonment area. There were 9 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 April 4, 2016.

FISCAL INFORMATION

Revenue: \$840,024, plus the \$20 ordinance publication fee

OWNERS

The Episcopal School of Dallas, Inc.

Erin Mayo, President

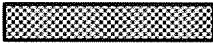
WBL Family Investments, Inc.


Stephen B. Swann, Director

MAP

Attached



Abandonment areas: 

Dedication areas: 

ORDINANCE NO. _____

An ordinance providing for the abandonment of a portion of Montwood Lane located adjacent to City Blocks 3/6150 and 4/6150 and a garbage collection and utility easement located in City Block 3/6150 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to The Episcopal School of Dallas, Inc. and WBL Family Investments, Inc.; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the conveyance of needed land to the City of Dallas; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of The Episcopal School of Dallas, Inc., a Texas non-profit corporation, and WBL Family Investments, Inc., a Texas corporation, hereinafter referred to collectively as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement and portion of Montwood Lane are not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth; **Now, Therefore,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the tracts of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **EIGHT HUNDRED FORTY THOUSAND TWENTY-FOUR AND NO/100 DOLLARS (\$840,024.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10, 13, and 14, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tracts of land hereinabove described in Exhibit A as follows: unto The Episcopal School of Dallas, Inc., all of its right, title, and interest in Tract 1 of Exhibit A; unto WBL Family Investments, Inc., all of its right, title and interest in Tract II of Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, future effective date and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is 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, and are further subject to the conditions contained in Exhibit B, which is attached hereto and made a part hereof for all purposes.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, their successors and assigns, to the extent allowed by law, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, their successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, their successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, their successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended;

(b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any “chemical substance” under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tracts of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey by General Warranty Deed to the City of Dallas, within 90 days of the effective date of this ordinance, good, indefeasible and marketable fee simple title, subject to only those title exceptions approved by the City Attorney, and insured by an owner’s policy of title insurance approved as to form by the City Attorney, to certain properties located in City Blocks 6150, 3/6150, and 4/6150, containing approximately 36,970 square feet of land, a description of which is attached hereto and made a part hereof as Exhibit C. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 11. That at such time as the instrument described in Section 10 above is executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instrument in the official real property records of the county in which the subject property is located; and the recorded instrument shall be forwarded to the City Secretary for permanent record.

SECTION 12. That this ordinance and properly executed General Warranty Deed, approved as to form by the City Attorney, be forwarded to a title insurance company for closing. Subsequent to closing, all instruments conveying real estate interests to the City of Dallas shall be recorded in the official real property records of the county in which the subject property is located and thereafter returned to the City Secretary for permanent record.

SECTION 13. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 10 above.

SECTION 14. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the effectiveness of this abandonment, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, their successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

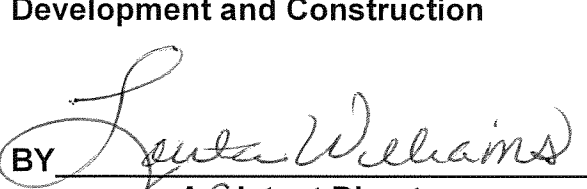
SECTION 15. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and completion of the dedication set forth in Section 10 the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 16. That this ordinance 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:
WARREN M. S. ERNST
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director

Passed _____.

**STREET RIGHT-OF-WAY ABANDONMENT
A PORTION OF MONTWOOD LANE
ADJACENT TO BLOCK 3/6150 MIDMONT ADDITION
BLOCK 4/6150 EPISCOPAL SCHOOL OF DALLAS ADDITION
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 1.606 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN MERELL SURVEY, ABSTRACT NO. 933, ADJACENT TO CITY OF DALLAS BLOCK NO. 3/6150, AND 4/6150, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF MONTWOOD LANE, (A 58-FOOT PUBLIC RIGHT-OF-WAY), SAID MONTWOOD LANE BEING DEDICATED BY THE PLAT OF THE EPISCOPAL SCHOOL OF DALLAS, RECORDED IN VOLUME 79218, PAGE 598 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND THE PLAT OF MIDMONT ADDITION, AN ADDITION TO THE CITY OF DALLAS ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME 36, PAGE 201, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.), SAID 1.606 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF MIDWAY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY, CALLED 80-FOOT WIDE AT THIS POINT) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MONTWOOD LANE AND BEING THE NORTHEAST CORNER OF LOT 12, BLOCK 3/6150 OF SAID MIDMONT ADDITION;

THENCE SOUTH 89°51'50" WEST, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID MIDWAY ROAD ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID MONTWOOD LANE, SAME BEING THE NORTH LINE OF LOTS 2 THROUGH 12, BLOCK 3/6150 OF SAID MIDMONT ADDITION, AT A DISTANCE OF 365.00 FEET PASSING A 1-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 10, BLOCK 3/6150 AND THE NORTHEAST CORNER OF LOT 9, BLOCK 3/6150, AT A DISTANCE OF 1065.00 FEET PASSING A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 3, BLOCK 3/6150 AND THE NORTHEAST CORNER OF LOT 2, BLOCK 3/6150, CONTINUING IN ALL FOR A DISTANCE OF 1074.50 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS POINT WHICH BEARS NORTH 60°08'10" WEST, A DISTANCE OF 50.00 FEET;

(For SPRG use only)

Reviewed by: JD

Date: 7/16/2015

SPRG NO: 2964

**STREET RIGHT-OF-WAY ABANDONMENT
A PORTION OF MONTWOOD LANE
ADJACENT TO BLOCK 3/6150 MIDMONT ADDITION
BLOCK 4/6150 EPISCOPAL SCHOOL OF DALLAS ADDITION
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE WESTERLY, NORTHERLY AND EASTERLY ALONG THE CURVING CUL-DE-SAC OF SAID MONTWOOD LANE, WITH SAID CURVE TO THE RIGHT AT AN ARC LENGTH OF 135.91 FEET PASSING THE COMMON LINE OF SAID MIDMONT ADDITION AND SAID EPISCOPAL SCHOOL OF DALLAS CONTINUING ALONG THE COMMON LINE OF SAID CUL-DE-SAC AND THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 4/6150 OF THE EPISCOPAL SCHOOL OF DALLAS, THROUGH A TOTAL CENTRAL ANGLE OF 288°42'00" FOR AN ARC LENGTH OF 251.94 FEET, A CHORD BEARING OF NORTH 05°47'10" WEST AND A CHORD DISTANCE OF 58.28 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID MONTWOOD LANE;

THENCE NORTH 89°51'50" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SAME BEING THE SOUTH LINE OF SAID LOT 1, BLOCK 4/6150, A DISTANCE OF 1074.47 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE SOUTH END OF A CORNER CLIP;

THENCE NORTH 44°58'45" EAST ALONG SAID CORNER CLIP, A DISTANCE OF 7.09 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

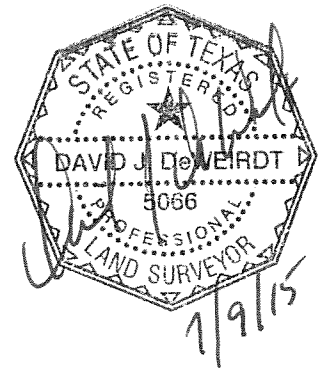
THENCE SOUTH 00°49'01" EAST DEPARTING SAID CORNER CLIP, OVER AND ACROSS SAID MONTWOOD LANE, A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 69,963 SQUARE FEET OR 1.606 ACRES OF LAND.

NOTES:

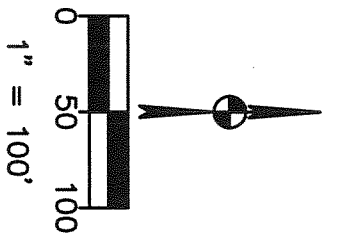
A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CALLED FOR HEREIN ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE BEING NORTH 89°51'50" EAST, THE SAME AS RECORDED IN VOLUME 79218, PAGE 598, D.R.D.C.T.



(For SPRG use only)
Reviewed by: JD
Date: 7/16/2015
SPRG NO: 2964

EXHIBIT A-TRACT 1

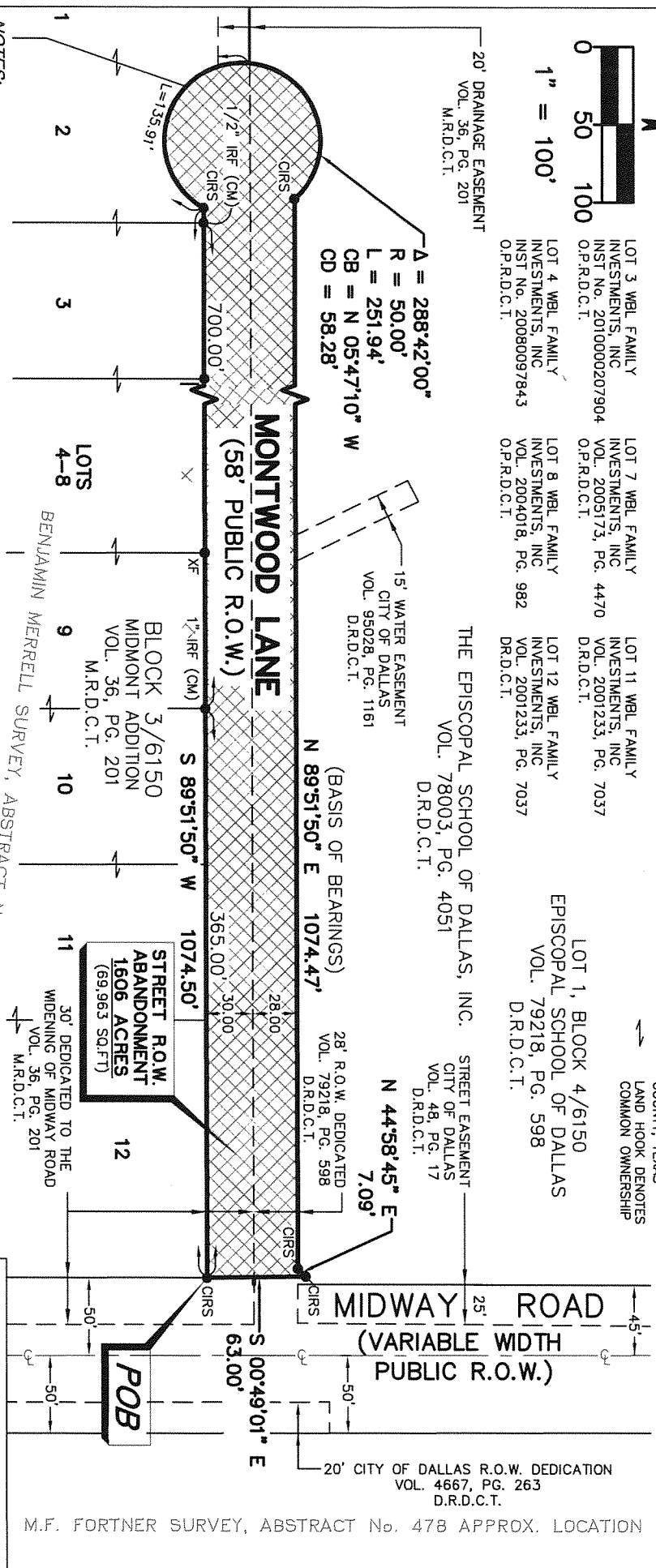


OWNERSHIP LIST

LOT	OWNER	INSTR. NO.	PAGE	CONTROL MONUMENT
LOT 1	WBL FAMILY INVESTMENTS, INC	2009900041141		(CM) INSTRUMENT NUMBER
LOT 2	WBL FAMILY INVESTMENTS, INC	2009900041157		VOL., PG. VOLUME, PAGE
LOT 3	WBL FAMILY INVESTMENTS, INC	2010000207904		SQ. FT. SQUARE FEET
LOT 4	WBL FAMILY INVESTMENTS, INC	200800097843		POINT OF BEGINNING
LOT 5	WBL FAMILY INVESTMENTS, INC	2001233, PG. 7037		RIGHT-OF-WAY
LOT 6	WBL FAMILY INVESTMENTS, INC	200802222092		
LOT 7	WBL FAMILY INVESTMENTS, INC	2005173, PG. 4470		
LOT 8	WBL FAMILY INVESTMENTS, INC	2004018, PG. 982		
LOT 9	WBL FAMILY INVESTMENTS, INC	201300128230		
LOT 10	WBL FAMILY INVESTMENTS, INC	2003114, PG. 23109		
LOT 11	WBL FAMILY INVESTMENTS, INC	2001233, PG. 7037		
LOT 12	WBL FAMILY INVESTMENTS, INC	2001233, PG. 7037		

LEGEND

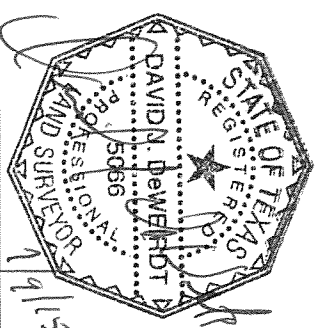
Symbol	Description
IRF	1/2" IRON ROD FOUND
XF	CUT "X" FOUND
CIRS	5/8" IRON ROD SET W/YELLOW CAP STAMPED "BURY"
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS OF DALLAS COUNTY, TEXAS
→	LAND HOOK DENOTES COMMON OWNERSHIP



NOTES:
 BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE BEING NORTH 89°51'50" EAST AS RECORDED IN MIDMONT ADDITION, VOLUME 36, PAGE 201, M.R.D.C.T.
 A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

(FOR SPRG USE ONLY)
 REVIEWED BY: JD
 DATE: 7/16/2015
 SPRG NO. 2964

STREET RIGHT-OF-WAY ABANDONMENT
 A PORTION OF MONTWOOD LANE
 ADJACENT TO BLOCK 3/6150 MIDMONT ADDITION AND
 BLOCK 4/6150 EPISCOPAL SCHOOL OF DALLAS ADDITION
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



DAVID J. DE WEIRDT
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5066

**EASEMENT ABANDONMENT
PORTION OF LOTS 10, 11 & 12, BLOCK 3/6150
MIDMONT ADDITION
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 5,475 SQUARE FOOT TRACT OF LAND SITUATED IN THE BENJAMIN MERRELL SURVEY, ABSTRACT NO. 933, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF LOTS 10, 11 AND 12, BLOCK 3/6150, MIDMONT ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME 36, PAGE 201, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.), AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO WBL FAMILY INVESTMENTS, INC. RECORDED IN VOLUME 2003114, PAGE 23109, DEED RECORDS, DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND A TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO WBL FAMILY INVESTMENTS, INC. RECORDED IN VOLUME 2001233, PAGE 7037, D.R.D.C.T., SAID 5,475 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 10, BLOCK 3/6150, SAME BEING THE NORTHEAST CORNER OF LOT 9, BLOCK 3/6150 OF SAID MIDMONT ADDITION, SAID POINT BEING IN THE SOUTH RIGHT-OF-WAY LINE OF MONTWOOD LANE (A 58-FOOT PUBLIC RIGHT-OF-WAY) AND FROM WHICH A CUT "X" FOUND FOR THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 3/6150 BEARS SOUTH 89°51'50" WEST, A DISTANCE OF 100.00 FEET;

THENCE, SOUTH 00°08'10" EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID MONTWOOD LANE ALONG THE COMMON LINE OF SAID LOT 10 AND SAID LOT 9, A DISTANCE OF 165.00 FEET TO THE **POINT OF BEGINNING**, BEING IN THE NORTH LINE OF A 15-FOOT WIDE EASEMENT CREATED BY SAID MIDMONT ADDITION;

THENCE, NORTH 89°51'50" EAST, DEPARTING SAID COMMON LINE OVER AND ACROSS SAID LOTS 10, 11 AND 12, BLOCK 3/6150 ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 365.00 FEET TO A POINT IN THE COMMON EAST LINE OF SAID LOT 12, BLOCK 3/6150 WITH THE WEST RIGHT-OF-WAY LINE OF MIDWAY ROAD, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE, SOUTH 00°08'10" EAST, ALONG SAID COMMON LINE, A DISTANCE OF 15.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID LOT 12, BLOCK 3/6150 AND BEING IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO WBL FAMILY INVESTMENTS, INC. RECORDED IN INSTRUMENT NUMBER 200600332154, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 89°51'50" WEST, DEPARTING SAID COMMON LINE ALONG THE NORTH LINE OF SAID WBL FAMILY INVESTMENTS, INC. TRACT, AT A DISTANCE OF 320.00 FEET PASSING THE MOST NORTHERLY NORTHEAST CORNER OF MIDWAY WEST, AN ADDITION TO THE CITY OF DALLAS ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME 28, PAGE 149, M.R.D.C.T., CONTINUING ALONG THE NORTH LINE

(For SPRG use only)
Reviewed by: JD
Date: 1/13/2015
SPRG NO: 3030

**EASEMENT ABANDONMENT
PORTION OF LOTS 10, 11 & 12, BLOCK 3/6150
MIDMONT ADDITION
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

OF SAID MIDWAY WEST ADDITION, IN ALL A TOTAL DISTANCE OF 365.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID LOT 10, BLOCK 3/6150 SAME BEING THE SOUTHEAST CORNER OF SAID LOT 9, BLOCK 3/6150;

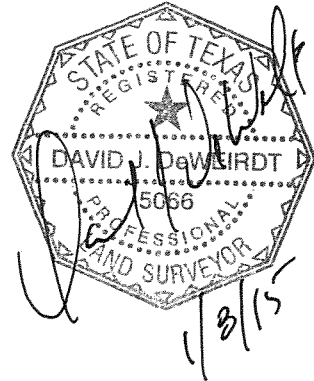
THENCE, NORTH 00°08'10" WEST, ALONG THE COMMON LINE OF SAID LOT 10, BLOCK 3/6150 AND SAID LOT 9, BLOCK 3/6150, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 5,475 SQUARE FEET OR 0.126 ACRES OF LAND.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CALLED FOR HEREIN ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE BEING SOUTH 89°51'50" WEST, THE SAME AS RECORDED IN VOLUME 79218, PAGE 598, D.R.D.C.T.



(For SPRG use only)

Reviewed by: JD

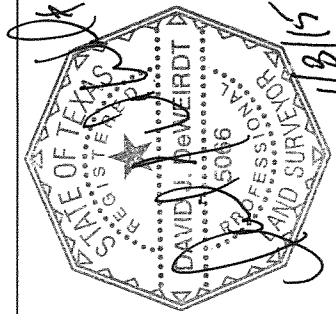
Date: 1/13/2015

SPRG NO: 3030

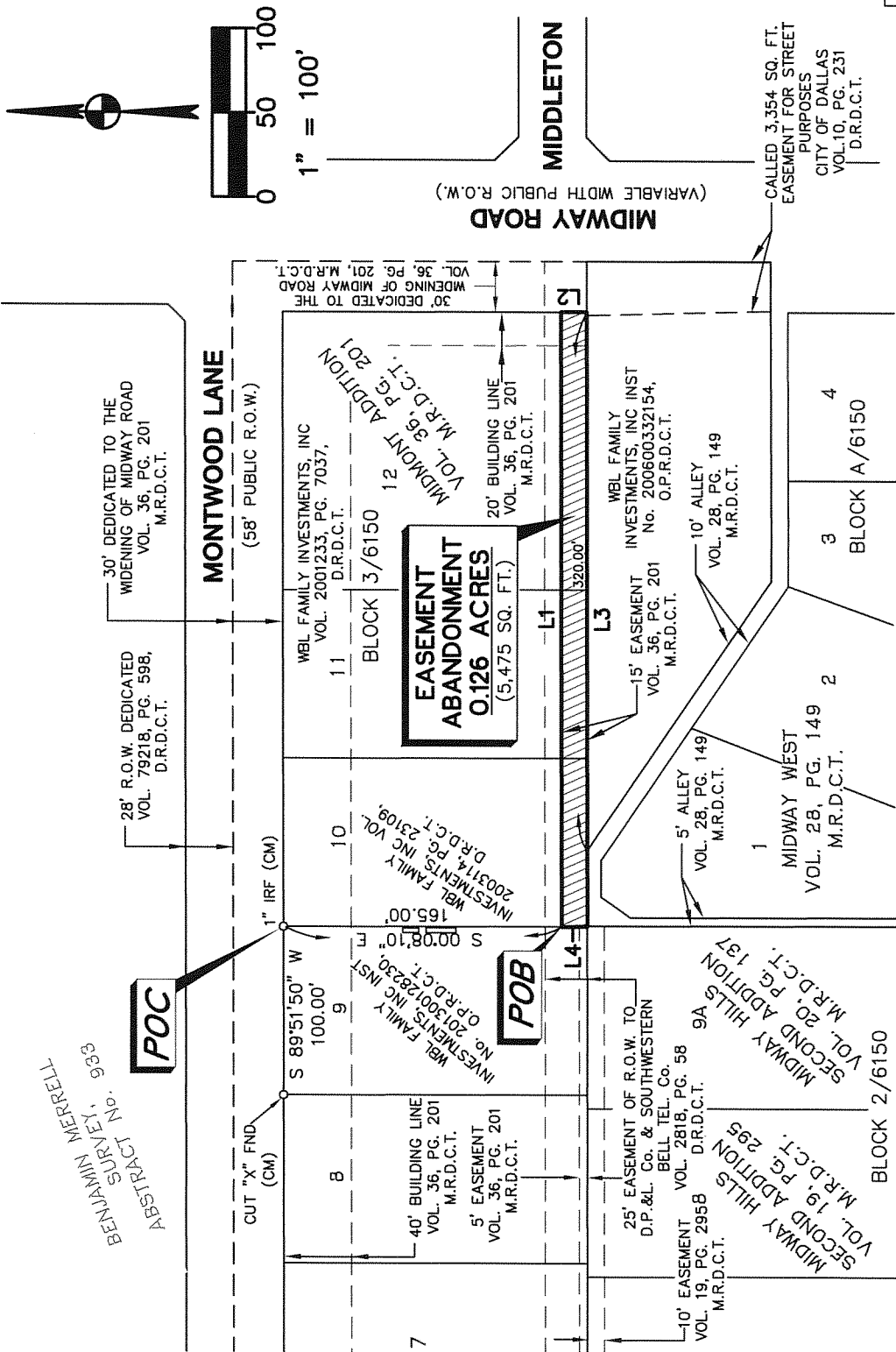
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°51'50"E	365.00'
L2	S0°08'10"E	15.00'
L3	S89°51'50"W	365.00'
L4	N0°08'10"W	15.00'

LEGEND

- IRF IRON ROD FOUND
- FND FOUND
- (CM) CONTROL MONUMENT
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
- INST. NO. INSTRUMENT NUMBER
- VOL., PG. VOLUME, PAGE
- SQ. FT. SQUARE FEET
- R.O.W. RIGHT-OF-WAY
- POC** POINT OF COMMENCING
- POB** POINT OF BEGINNING



DAVID J. De WEIRD
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5066



NOTES:
BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE BEING SOUTH 89°51'50" WEST AS RECORDED IN MIDMONT ADDITION, VOLUME 79218, PAGE 598, D.R.D.C.T.
A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

**EASEMENT ABANDONMENT
PORTION OF LOTS 10, 11 & 12, BLOCK 3/6150
MIDMONT ADDITION
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

(FOR SPRG USE ONLY)
REVIEWED BY: JD
DATE: 1/13/2015
SPRG NO. 3030

EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.

**STREET RIGHT-OF-WAY DEDICATION
FOR A PORTION OF MIDWAY ROAD
PART OF BLOCK 6150 AND PART OF LOT 1, BLOCK 4/6150
EPISCOPAL SCHOOL OF DALLAS,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 29,021 SQUARE FOOT (0.6662 ACRE) TRACT OF LAND SITUATED IN THE BENJAMIN MERRELL SURVEY, ABSTRACT NO. 933, CITY OF DALLAS, DALLAS COUNTY, TEXAS, BEING PART OF CITY OF DALLAS BLOCK NO. 6150, AND BEING ALL OF A CALLED 25,477 SQUARE FOOT TRACT OF LAND DESCRIBED TO THE CITY OF DALLAS FOR A STREET EASEMENT RECORDED IN VOLUME 48, PAGE 17, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND BEING A PORTION OF LOT 1, BLOCK 4/6150 OF EPISCOPAL SCHOOL OF DALLAS, AN ADDITION TO THE CITY OF DALLAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79218, PAGE 598, D.R.D.C.T. AND DESCRIBED IN GENERAL WARRANTY DEED TO THE EPISCOPAL SCHOOL OF DALLAS, INC. RECORDED IN VOLUME 78003, PAGE 4051, D.R.D.C.T.; SAID 29,021 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BURY" FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MIDWAY ROAD, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), WITH THE SOUTH RIGHT-OF-WAY LINE OF MONTWOOD LANE, (A 58 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND BEING THE NORTHEAST CORNER OF LOT 12, BLOCK 3/6150 OF MIDMONT ADDITION, AN ADDITION TO THE CITY OF DALLAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 36, PAGE 201, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.);

THENCE NORTH 00°49'01" WEST OVER AND ACROSS SAID MONTWOOD LANE RIGHT-OF-WAY, A DISTANCE OF 63.00 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE **POINT OF BEGINNING** AT THE INTERSECTION WITH A CORNER CLIP IN THE NORTH RIGHT-OF-WAY LINE OF SAID MONTWOOD LANE, SAME BEING THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 4/6150;

THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID MONTWOOD LANE AND ALONG A LINE WHICH IS 5.00 FEET WESTERLY FROM AND PARALLEL TO THE EAST LINE OF SAID LOT 1, BLOCK 4/6150 THE FOLLOWING:

NORTH 00°05'40" EAST, A DISTANCE OF 416.94 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

NORTH 01°45'20" WEST, A DISTANCE OF 265.29 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

THENCE NORTH 45°52'40" WEST, A DISTANCE OF 21.54 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER AT THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MERRELL ROAD, (A 60-FOOT PUBLIC RIGHT-OF-WAY);

THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 9.99 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE NORTH END OF CORNER CLIP AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF SAID MIDWAY ROAD;

(For SPRG use only)

Reviewed by: JD

Date: 7/16/2015

SPRG NO: 3233

**STREET RIGHT-OF-WAY DEDICATION
FOR A PORTION OF MIDWAY ROAD
PART OF BLOCK 6150 AND PART OF LOT 1, BLOCK 4/6150
EPISCOPAL SCHOOL OF DALLAS,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE SOUTH 45°52'34" EAST ALONG SAID CORNER CLIP, A DISTANCE OF 14.36 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET AT THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID MIDWAY ROAD;

THENCE SOUTH 01°53'28" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MIDWAY ROAD, A DISTANCE OF 4.00 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET AT THE NORTHWEST CORNER OF SAID 25,477 SQUARE FOOT STREET EASEMENT;

THENCE OVER AND ACROSS SAID MIDWAY ROAD, ALONG THE NORTH, EAST, SOUTH, AND WEST LINE OF SAID 25,477 SQUARE FOOT STREET EASEMENT, THE FOLLOWING:

NORTH 90°00'00" EAST, A DISTANCE OF 53.59 FEET TO A POINT FOR CORNER AT THE NORTHEAST CORNER OF SAID 25,477 SQUARE FOOT STREET EASEMENT;

SOUTH 00°05'40" WEST, A DISTANCE OF 322.00 FEET TO A POINT FOR CORNER;

NORTH 89°54'20" WEST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

SOUTH 00°05'40" WEST, A DISTANCE OF 394.06 FEET TO A POINT FOR CORNER AT THE SOUTHEAST CORNER OF SAID 25,477 SQUARE FOOT STREET EASEMENT;

SOUTH 89°51'50" WEST, A DISTANCE OF 25.00 FEET TO A MAGNETIC NAIL SET AT THE SOUTHWEST CORNER OF SAID 25,477 SQUARE FOOT STREET EASEMENT;

NORTH 00°05'40" EAST, A DISTANCE OF 38.00 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE NORTH END OF A CORNER CLIP AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID MONTWOOD LANE WITH THE EAST LINE OF SAID LOT 1, BLOCK 4/6150;

THENCE SOUTH 44°58'45" WEST ALONG SAID CORNER CLIP, A DISTANCE OF 7.09 FEET TO THE POINT OF BEGINNING;

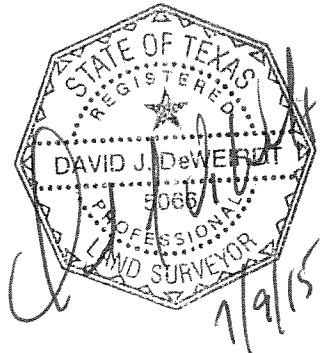
CONTAINING A COMPUTED AREA OF 29,021 SQUARE FEET OR 0.6662 ACRES OF LAND.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CALLED FOR HEREIN ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE BEING SOUTH 89°51'50" WEST, THE SAME AS RECORDED IN VOLUME 79218, PAGE 598, D.R.D.C.T.

(For SPRG use only)
Reviewed by: JD
Date: 7/16/2015
SPRG NO: 3233



NOTES:

BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE BEING SOUTH 89°51'50" WEST AS RECORDED IN MIDMONT ADDITION, VOL. 79218, PG. 598, M.R.D.C.T.

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

ESD ONE
LOT 1, BLOCK 4/6151
INST. NO. 200900329127
O.P.R.D.C.T.
1/2" CIRF
"RLG INC."

NORTHCREST
ADD. REVISED
VOL. 4, PG. 143
M.R.D.C.T.
BLOCK 2/5536
4 5

R.O.W. EASEMENT
VOL. 14, PG. 66
D.R.D.C.T.

MERRELL ROAD

(60' WIDTH PUBLIC R.O.W.)
VOL. 2388, PG. 330 D.R.D.C.T.

14' QUIT CLAIM
BY CITY OF DALLAS
VOL. 31, PG. 33
D.R.D.C.T.

BENJAMIN MERRELL SURVEY
ABSTRACT No. 933

CALLED 25,477 SQ. FT.
VARIABLE WIDTH
STREET EASEMENT
CITY OF DALLAS
VOL. 48, PG. 17
D.R.D.C.T.

**STREET R.O.W.
DEDICATION
0.6662 ACRES
(29,021 SQ. FT.)**

THE EPISCOPAL SCHOOL OF DALLAS, INC.
VOL. 78003, PG. 4051
D.R.D.C.T.

LOT 1, BLOCK 4/6150
EPISCOPAL SCHOOL
OF DALLAS
VOL. 79218, PG. 598
D.R.D.C.T.

VARIABLE WIDTH
STREET EASEMENT
CITY OF DALLAS
VOL. 48, PG. 17
D.R.D.C.T.

*NO RIGHT-OF-WAY
DEDICATION FOUND

(SEE PAGE 4 OF 4
FOR DETAIL)

POB

(BASIS OF BEARINGS)
S 89°51'50" W 1074.47'

28" R.O.W. DEDICATED
VOL. 79218, PG. 598
D.R.D.C.T.

30" R.O.W. DEDICATED
VOL. 36, PG. 201
M.R.D.C.T.

MONTWOOD LANE

(58' PUBLIC R.O.W.)
S 89°51'50" W 365.00'

1" IRF
(CM)

100.00'

100.00'

165.00' CIRF (CM)

9 10
BLOCK 3/6150
MIDMONT ADDITION
VOL. 36, PG. 201
M.R.D.C.T.

(F)

30' DEDICATED TO THE
WIDENING OF MIDWAY ROAD
VOL. 36, PG. 201
M.R.D.C.T.

POC

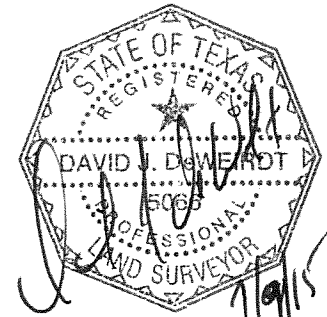
1
WALNUT HILL
RIDGE
VOL. 8, PG. 268 A
M.R.D.C.T.
BLOCK 1/5537

BURY

5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230
Tel. (972) 991-0011 Fax (972) 991-0278
TBPE # F-1048 TBPLS # F-10107502
Copyright © 2015

**STREET RIGHT-OF-WAY DEDICATION
FOR A PORTION OF MIDWAY ROAD
PART OF BLOCK 6150 AND
PART OF LOT 1, BLOCK 4/6150
EPISCOPAL SCHOOL OF DALLAS,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

(FOR SPRG USE ONLY)
REVIEWED BY: JD
DATE: 7/16/2015
SPRG NO. 3233

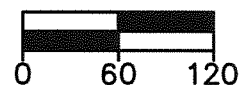


DAVID J. De WEIRDT
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5066

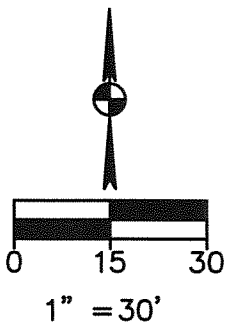
PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	N45°52'40"W	21.54'
L2	N90°00'00"E	9.99'
L3	S45°52'34"E	14.36'
L4	S1°53'28"E	4.00'
L5	N90°00'00"E	53.59'
L6	N89°54'20"W	20.00'
L7	S89°51'50"W	25.00'
L8	N0°05'40"E	38.00'
L9	S44°58'45"W	7.09'
L10	N0°49'01"W	63.00'

LEGEND

- CIRS 5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "BURY"
- CIRF 5/8" IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "BURY"
- INST., NO. INSTRUMENT, NUMBER
- VOL./PG. VOLUME/PAGE
- SQ. FT. SQUARE FEET
- (CM) CONTROLLING MONUMENT
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- ☉ CENTERLINE
- POC** POINT OF COMMENCING
- POB** POINT OF BEGINNING
- PFC POINT FOR CORNER (NOT MONUMENTED FOR SAFETY CONCERNS)



1" = 120'



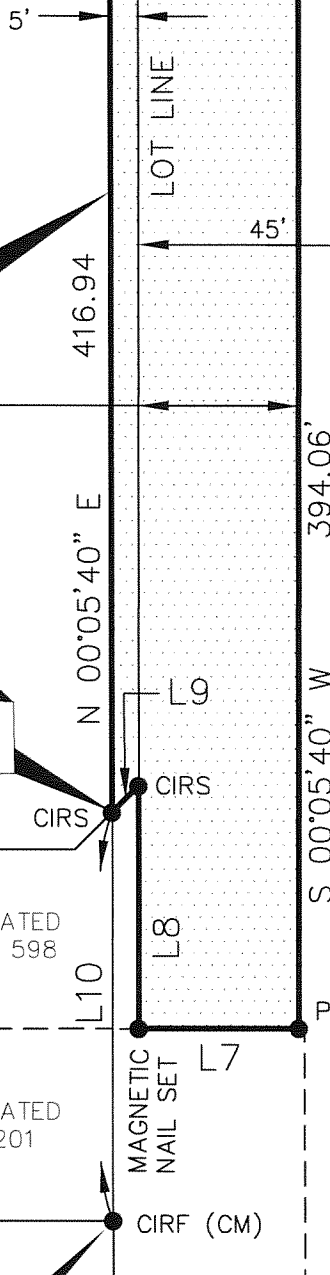
**STREET R.O.W.
DEDICATION
0.6662 ACRES
(29,021 SQ. FT.)**

LOT 1, BLOCK 4/6150
EPISCOPAL SCHOOL
OF DALLAS
VOL. 79218, PG. 598
D.R.D.C.T.

VARIABLE WIDTH
STREET EASEMENT
CITY OF DALLAS
VOL. 48, PG. 17
D.R.D.C.T.

THE EPISCOPAL SCHOOL OF DALLAS, INC.
VOL. 78003, PG. 4051
D.R.D.C.T.

(BASIS OF BEARINGS)
S 89°51'50" W 1074.47'



(58' PUBLIC R.O.W.)
MONTWOOD LANE

28' R.O.W. DEDICATED
VOL. 79218, PG. 598
D.R.D.C.T.

30' R.O.W. DEDICATED
VOL. 36, PG. 201
M.R.D.C.T.

PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	N45°52'40"W	21.54'
L2	N90°00'00"E	9.99'
L3	S45°52'34"E	14.36'
L4	S1°53'28"E	4.00'
L5	N90°00'00"E	53.59'
L6	N89°54'20"W	20.00'
L7	S89°51'50"W	25.00'
L8	N0°05'40"E	38.00'
L9	S44°58'45"W	7.09'
L10	N0°49'01"W	63.00'

12 **POC**

BLOCK 3/6150

MIDMONT ADDITION
VOL. 36, PG. 201
M.R.D.C.T.

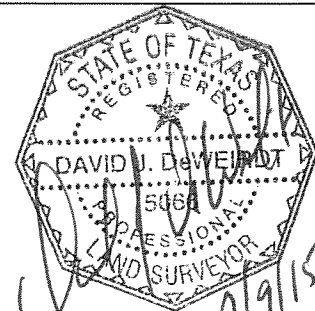
(FOR SPRG USE ONLY)
REVIEWED BY: JD
DATE: 7/16/2015
SPRG NO. 3233

DETAIL SHEET

BURY

5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230
Tel. (972) 991-0011 Fax (972) 991-0278
TBPE # F-1048 TBPLS # F-10107502
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**STREET RIGHT-OF-WAY DEDICATION
FOR A PORTION OF MIDWAY ROAD
PART OF BLOCK 6150 AND
PART OF LOT 1, BLOCK 4/6150
EPISCOPAL SCHOOL OF DALLAS,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**



DAVID J. De WEIRD
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5066

DATE: 07-05-15

SCALE: 1" = 30'

DRAWN BY: RSG/RDR

PROJECT NO. R0112220-30001

SHEET NO. 4 OF 4

**STREET RIGHT-OF-WAY DEDICATION
A PORTION OF MIDWAY ROAD
PART OF BLOCK 6150 & BLOCK 3/6150
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 4,291 SQUARE FEET TRACT OF LAND SITUATED IN THE BENJAMIN MERRELL SURVEY, ABSTRACT NO. 933, CITY OF DALLAS, DALLAS COUNTY, TEXAS, BEING PART OF BLOCK 6150 AND BLOCK 3/6150 CITY OF DALLAS, TEXAS, BEING ALL OF A STREET EASEMENT DESCRIBED IN DEED TO THE CITY OF DALLAS, RECORDED IN VOLUME 10, PG. 231, DEED RECORDS OF DALLAS COUNTY, TEXAS (D.R.D.C.T.), BEING PART OF LOT 12, BLOCK 3/6150 OF MIDMONT ADDITION, AN ADDITION TO THE CITY OF DALLAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 36, PAGE 201, MAP RECORDS OF DALLAS COUNTY, TEXAS (M.R.D.C.T.), BEING PART OF A TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO WBL FAMILY INVESTMENTS, INC., RECORDED IN VOLUME 2001233, PAGE 7037 (D.R.D.C.T.) AND A PORTION OF A TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO WBL FAMILY INVESTMENTS, INC., RECORDED IN INSTRUMENT NUMBER 200600332154, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.), SAID 4,291 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROAD WITH YELLOW PLASTIC CAP STAMPED "BURY" FOUND FOR THE NORTHEAST CORNER OF SAID LOT 12, BLOCK 3/6150 AND BEING THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MIDWAY ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) WITH THE SOUTH RIGHT-OF-WAY LINE OF MONTWOOD LANE (A 58-FOOT PUBLIC RIGHT-OF-WAY), FROM WHICH POINT A 1-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 10, BLOCK 3/6150 OF SAID MIDMONT ADDITION AND THE NORTHEAST CORNER OF LOT 9, BLOCK 3/6150 OF SAID MIDMONT ADDITION, BEARS SOUTH 89°51'50" WEST, A DISTANCE OF 365.00 FEET;

THENCE, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID MONTWOOD LANE AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MIDWAY ROAD THE FOLLOWING CALLS;

1. SOUTH 00°08'10" EAST, A DISTANCE OF 180.00 FEET TO A 5/8-INCH IRON ROAD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET AT THE SOUTHEAST CORNER OF SAID LOT 12, BLOCK 3/6150 AND BEING IN THE NORTH LINE OF SAID WBL FAMILY INVESTMENTS, INC. TRACT, RECORDED IN INSTRUMENT NUMBER 200600332154, O.P.R.D.C.T.;
2. NORTH 89°51'50" EAST, A DISTANCE OF 30.00 TO A POINT FOR CORNER, BEING THE NORTHEAST CORNER OF SAID WBL FAMILY INVESTMENTS, INC. TRACT;
3. SOUTH 00°08'10" EAST, A DISTANCE OF 109.00 FEET TO A POINT FOR CORNER, BEING THE SOUTHEAST CORNER OF SAID WBL FAMILY INVESTMENTS, INC. TRACT OF LAND;

(For SPRG use only)

Reviewed by: JD

Date: 7/16/2015

SPRG NO: 3235

**STREET RIGHT-OF-WAY DEDICATION
A PORTION OF MIDWAY ROAD
PART OF BLOCK 6150 & BLOCK 3/6150
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

4. SOUTH 89°44'18" WEST, AT A DISTANCE OF 30.00 FEET PASSING THE NORTHEAST CORNER OF MIDWAY WEST, AN ADDITION TO THE CITY OF DALLAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 28, PAGE 149, M.R.D.C.T., CONTINUING ALONG THE COMMON LINE OF SAID WBL FAMILY INVESTMENTS, INC. TRACT OF LAND AND SAID MIDWAY WEST ADDITION IN ALL A TOTAL DISTANCE OF 37.06 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

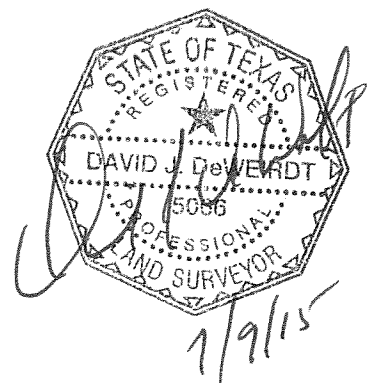
THENCE, NORTH 01°15'43" EAST, DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID WBL FAMILY INVESTMENTS, INC. TRACT OF LAND, AT A DISTANCE OF 109.11 FEET PASSING THE COMMON LINE OF SAID WBL FAMILY INVESTMENTS, INC. TRACT OF LAND AND SAID LOT 12, BLOCK 3/6150, CONTINUING OVER AND ACROSS SAID LOT 12, BLOCK 3/6150, IN ALL A TOTAL DISTANCE OF 289.17 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 4,291 SQUARE FEET OR 0.0985 ACRES OF LAND.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CALLED FOR HEREIN ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE BEING NORTH 89°51'50" EAST, THE SAME AS RECORDED IN VOLUME 79218, PAGE 598, D.R.D.C.T.



(For SPRG use only)

Reviewed by: JD

Date: 7/16/2015

SPRG NO: 3235

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S0°08'10"E	180.00'
L2	N89°51'50"E	30.00'
L3	S0°08'10"E	109.00'
L4	S89°44'18"W	37.06'
L5	N1°15'43"E	289.17'

LEGEND

5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY"

IRON ROD FOUND

FOUND

CONTROLLING MONUMENT

OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS

DEED RECORDS OF DALLAS COUNTY, TEXAS

MAP RECORDS OF DALLAS COUNTY, TEXAS

INST. NO. INSTRUMENT NUMBER

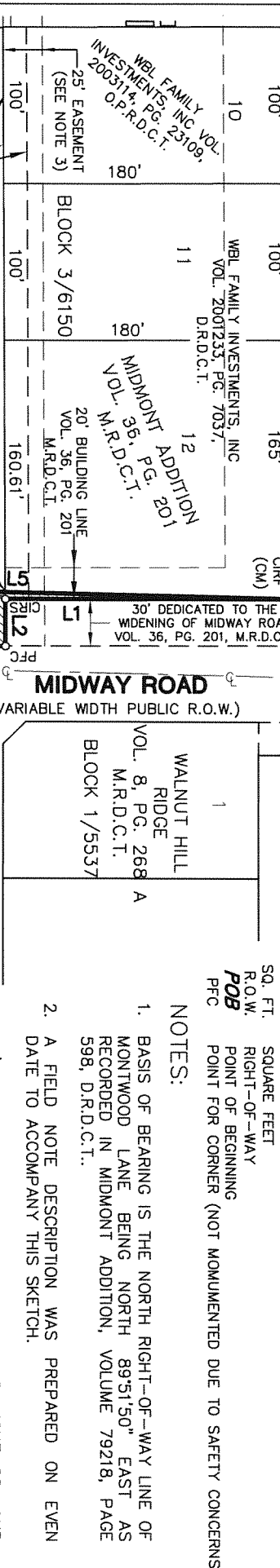
VOL., PG. VOLUME, PAGE

SQ. FT. SQUARE FEET

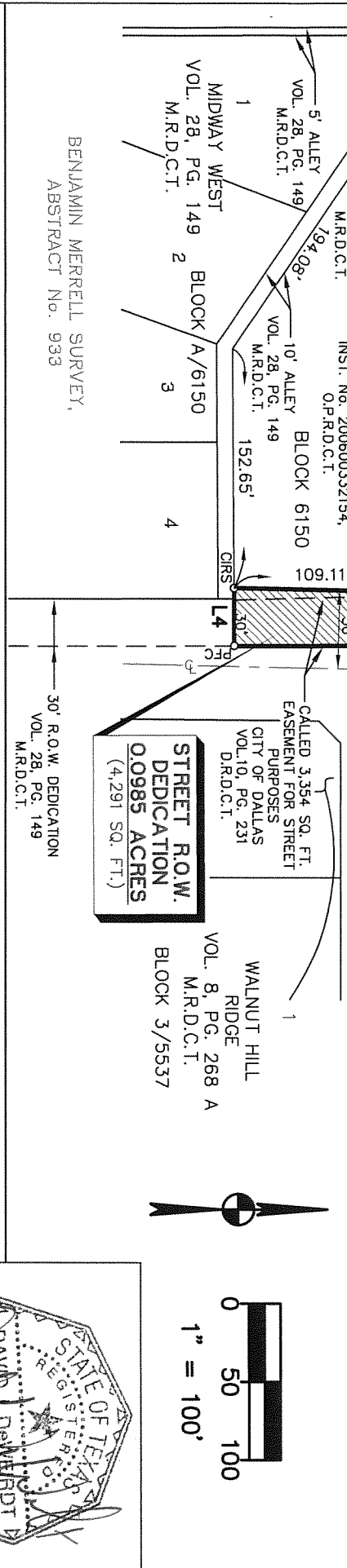
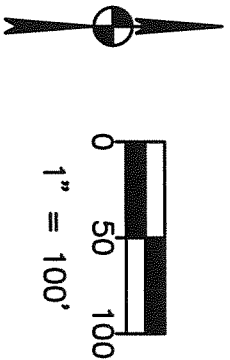
RIGHT-OF-WAY

POINT OF BEGINNING

POINT FOR CORNER (NOT MONUMENTED DUE TO SAFETY CONCERNS)

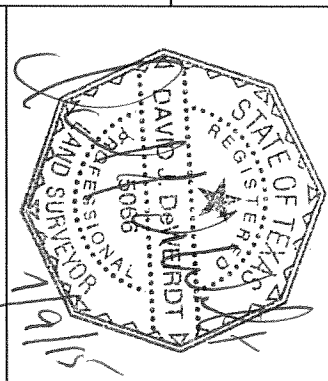


- NOTES:**
1. BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE BEING NORTH 89°51'50" EAST AS RECORDED IN MIDMONT ADDITION, VOLUME 79218, PAGE 598, D.R.D.C.T..
 2. A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.
 3. 25' EASEMENT TO DALLAS POWER AND LIGHT CO. AND SOUTHWESTERN BELL TELEPHONE CO. VOL. 2818, PG. 58 D.R.D.C.T..



(FOR SPRG USE ONLY)
 REVIEWED BY: JD
 DATE: 7/16/2015
 SPRG NO. 3235

**STREET RIGHT-OF-WAY DEDICATION
 A PORTION OF MIDWAY ROAD
 PART OF BLOCK 6150 & BLOCK 3/6150
 CITY OF DALLAS, DALLAS COUNTY, TEXAS**



**ALLEY RIGHT-OF-WAY DEDICATION
PORTIONS OF
LOTS 10, BLOCK 3/6150, MIDMONT ADDITION
AND WBL FAMILY INVESTMENTS, INC. TRACT, BLOCK 6150
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 3,658 SQUARE FOOT TRACT OF LAND SITUATED IN THE BENJAMIN MERRELL SURVEY, ABSTRACT NO. 933, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF LOT 10, BLOCK 3/6150, MIDMONT ADDITION, AN ADDITION TO THE CITY OF DALLAS ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME 36, PAGE 201, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.), AND DESCRIBED IN A GENERAL WARRANTY DEED TO WBL FAMILY INVESTMENTS, INC., RECORDED IN VOLUME 2003114, PAGE 23109, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND BEING A PORTION OF DALLAS CITY BLOCK 6150 AS DESCRIBED IN A GENERAL WARRANTY DEED TO WBL FAMILY INVESTMENTS, INC., RECORDED IN INSTRUMENT NO. 200600332154, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.), SAID 3,658 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BURY" FOUND FOR THE NORTHEAST CORNER OF LOT 12, BLOCK 3/6150 IN SAID MIDMONT ADDITION, SAME BEING THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MIDWAY ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) WITH THE SOUTH RIGHT-OF-WAY LINE OF MONTWOOD LANE, (58-FOOT PUBLIC RIGHT-OF-WAY);

THENCE SOUTH 00°08'10" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, AT A DISTANCE OF 180.00 FEET PASSING THE SOUTHEAST CORNER OF SAID LOT 12, BEING IN THE NORTH LINE OF SAID WBL FAMILY INVESTMENTS, INC. TRACT, AND BEING THE NORTHWEST CORNER OF A CALLED 3,354 SQUARE FOOT TRACT OF LAND DESCRIBED TO THE CITY OF DALLAS FOR A STREET EASEMENT, RECORDED IN VOLUME 10, PAGE 231, DEED RECORDS OF DALLAS COUNTY, TEXAS (D.R.D.C.T.), CONTINUING ALONG THE WEST LINE OF SAID CITY OF DALLAS 3,354 TRACT AND OVER AND ACROSS SAID WBL FAMILY INVESTMENTS, INC. TRACT, A TOTAL DISTANCE OF 289.07 FEET TO THE SOUTHWEST CORNER OF SAID CITY OF DALLAS 3,354 SQUARE FOOT TRACT, BEING IN THE SOUTH LINE OF SAID WBL FAMILY INVESTMENTS, INC. TRACT, SAME BEING THE NORTH LINE OF A 10-FOOT ALLEY CREATED BY MIDWAY WEST, AN ADDITION TO THE CITY OF DALLAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 28, PAGE 149, M.R.D.C.T.;

THENCE SOUTH 89°44'18" WEST, ALONG THE NORTH LINE OF SAID ALLEY, A DISTANCE OF 7.06 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BURY" SET FOR THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE, THE FOLLOWING CALLS:

SOUTH 89°44'18" WEST, A DISTANCE OF 152.65 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

NORTH 55°49'10" WEST, A DISTANCE OF 194.08 FEET TO A 5/8-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER IN THE SOUTH LINE OF LOT 10, BLOCK 3/6150 OF SAID MIDMONT ADDITION;

(For SPRG use only)

Reviewed by: JD

Date: 1/4/2016

SPRG NO: 3234

**ALLEY RIGHT-OF-WAY DEDICATION
PORTIONS OF
LOTS 10, BLOCK 3/6150, MIDMONT ADDITION
AND WBL FAMILY INVESTMENTS, INC. TRACT, BLOCK 6150
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

SOUTH 89°51'50" WEST, ALONG THE NORTH LINE OF SAID ALLEY, A DISTANCE OF 44.60 FEET TO THE NORTHWEST CORNER OF SAID ALLEY, THE SOUTHWEST CORNER OF SAID LOT 10, BLOCK 3/6150, THE SOUTHEAST CORNER OF LOT 9, BLOCK 3/6150 OF SAID MIDMONT ADDITION, AND THE NORTHEAST CORNER OF LOT 9A, BLOCK 2/6150 OF MIDWAY HILLS, SECOND SECTION, AN ADDITION TO THE CITY OF DALLAS ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 20, PAGE 137, M.R.D.C.T.;

THENCE NORTH 00°17'40" WEST, ALONG THE COMMON LINE OF SAID LOT 10 AND LOT 9, A DISTANCE OF 5.00 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER

THENCE NORTH 89°51'50" EAST, ALONG A LINE WHICH IS 5-FEET NORTHERLY FROM AND PARALLEL TO THE SOUTH LINE OF SAID MIDMONT ADDITION, A DISTANCE OF 55.03 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

THENCE SOUTH 55°49'10" EAST, ALONG A LINE WHICH IS 10.00 FEET NORTHEASTERLY FROM AND PARALLEL TO THE NORTHEAST LINE OF THE AFOREMENTIONED 10-FOOT ALLEY CREATED BY MIDWAY WEST ADDITION, A DISTANCE OF 185.20 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER;

THENCE NORTH 89°44'18" EAST, CONTINUING ALONG A LINE WHICH IS 10.00 FEET NORTHERLY FROM AND PARALLEL TO SAID 10-FOOT ALLEY, A DISTANCE OF 149.81 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BURY" SET FOR CORNER IN THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF MIDWAY ROAD, BEING 50 FEET WESTERLY FROM THE ESTABLISHED CENTERLINE OF SAID MIDWAY ROAD;

THENCE SOUTH 01°15'43" WEST ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

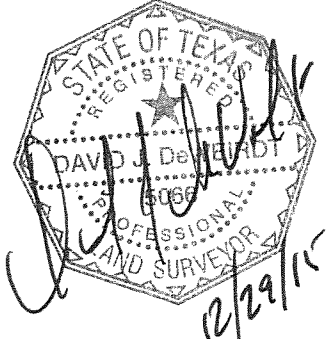
CONTAINING A COMPUTED AREA OF 3,658 SQUARE FEET OR 0.0840 ACRES OF LAND.

NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE, BEING SOUTH 89°51'50" WEST, THE SAME AS RECORDED IN MIDMONT ADDITION, VOLUME 79218, PAGE 598, D.R.D.C.T.

(For SPRG use only)
Reviewed by: <u>JD</u>
Date: <u>1/4/2016</u>
SPRG NO: <u>3234</u>



THE EPISCOPAL SCHOOL OF DALLAS, INC. LOT 1, BLOCK 4/6150
 VOL. 78005, PG. 4051 EPISCOPAL SCHOOL OF DALLAS
 D.R.D.C.T. VOL. 79218, PG. 598
 D.R.D.C.T. VOL. 79218, PG. 598
 D.R.D.C.T.

(BASIS OF BEARINGS)
 S 89°51'50" W 1074.47'

MONTWOOD LANE
 (58' PUBLIC R.O.W.)

28' R.O.W. DEDICATION
 VOL. 79218, PG. 598, D.R.D.C.T.
 30' R.O.W. DEDICATION
 VOL. 36, PG. 201 M.R.D.C.T.

ALLEY R.O.W. DEDICATION
3658 SQ. FT.
 0.0840 ACRES

BLOCK 3/6150
 MIDMONT ADDITION
 VOL. 36, PG. 201
 M.R.D.C.T.

MIDWAY ROAD
 (VARIABLE WIDTH PUBLIC R.O.W.)

SEXTON LANE

MIDDLETON ROAD

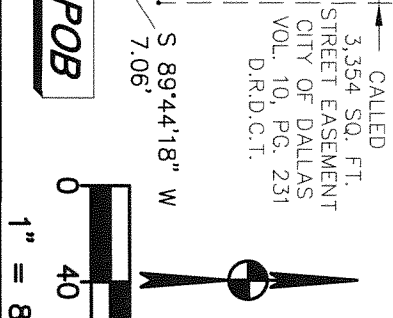
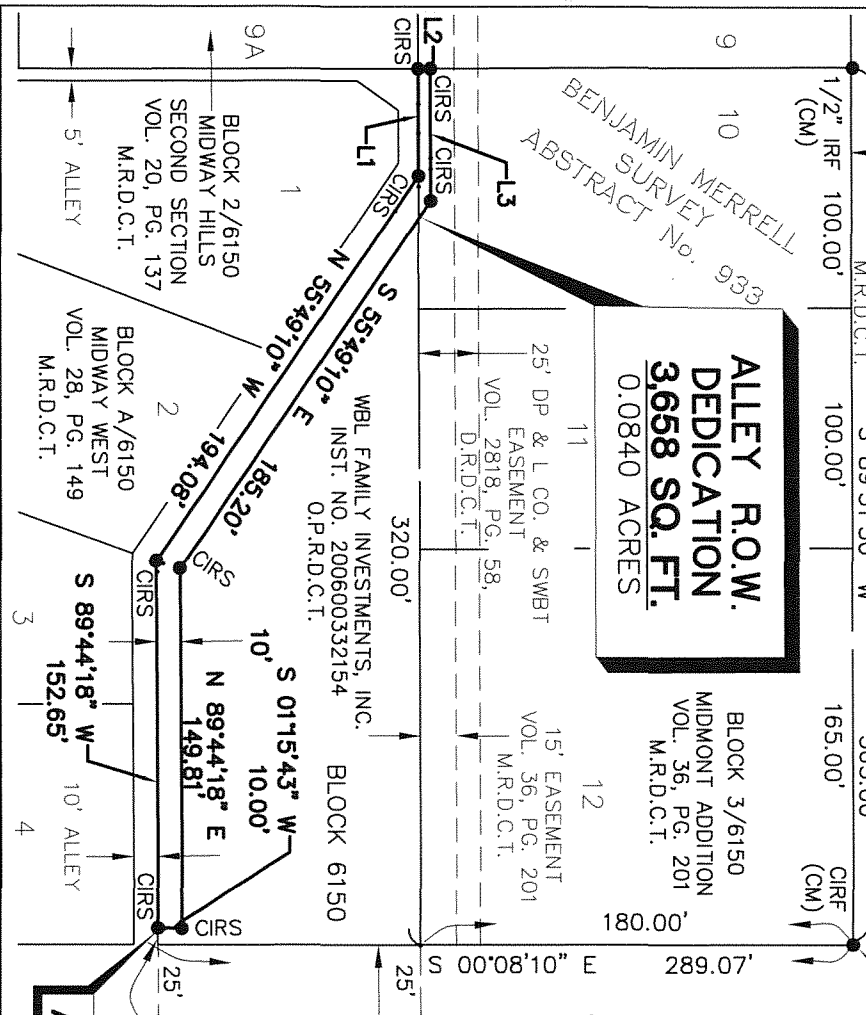
LINE #	BEARING	DISTANCE
L1	S89°51'50"W	44.60'
L2	N01°7'40"W	5.00'
L3	N89°51'50"E	55.03'

LEGEND

- CIRS 5/8-INCH IRON ROD W/YELLOW PLASTIC CAP STAMPED "BURY" SET
- CIRF 5/8-INCH IRON ROD W/YELLOW PLASTIC CAP STAMPED "BURY" FOUND
- IRF IRON ROD FOUND
- FND FOUND
- (CM) CONTROLLING MONUMENT
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
- INST. NO. INSTRUMENT NUMBER
- VOL., PG. VOLUME, PAGE
- SQ. FT. SQUARE FEET
- DP & L CO. DALLAS POWER & LIGHT COMPANY
- & SWBT & SOUTHWESTERN BELL TELEPHONE
- R.O.W. RIGHT-OF-WAY
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING
- LAND OWNERSHIP HOOK

NOTES:

BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY LINE OF MONTWOOD LANE BEING SOUTH 89°51'50" WEST AS RECORDED IN MIDMONT ADDITION, VOLUME 79218, PAGE 598, D.R.D.C.T.
 A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

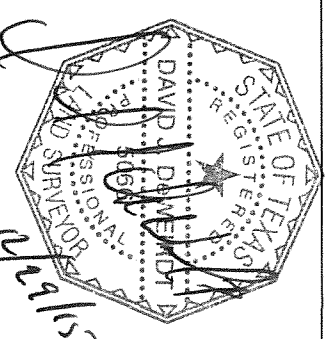


BURY

5310 Harvest Hill Road, Suite 100
 Dallas, Texas 75230
 Tel: (972) 991-0011 Fax: (972) 991-0278
 TBP# F-1048 TBP#S F-10107502
 Copyright © 2015

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 REVIEWED BY: JD
 DATE: 1/4/2016
 SPRG NO. 3234

ALLEY RIGHT-OF-WAY DEDICATION
 PORTIONS OF
 LOT 10, BLOCK 3/6150 MIDMONT ADDITION
 AND WBL FAMILY INVESTMENTS, INC. TRACT, BLOCK 6150
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



DAVID J. DE WEIRDT
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 50666

OWNERSHIP LIST BLOCK 2/6150

MIDWAY HILLS SECOND SECTION
VOL. 20, PG. 137, M.R.D.C.T.

LOT 9A
CYNTHIA OSBORNE
INST. NO. 201400090949
O.P.R.D.C.T.

OWNERSHIP LIST BLOCK A/6150

MIDWAY WEST ADDITION
VOL. 28, PG. 149, M.R.D.C.T.

LOT 1
OLIVER SINTOBIN
VOL. 83148, PG. 3574
D.R.D.C.T.

LOT 3
ROBERT M. &
DEBRA A. BARTOLOMEO
INST. NO.
201300209180
O.P.R.D.C.T.

LOT 2
MARK L. &
DONNA L. RATHBUN
VOL. 86202, PG. 4139
D.R.D.C.T.

LOT 4
KENETH B. ZALLY
VOL. 77127, PG. 1463
D.R.D.C.T.

OWNERSHIP LIST BLOCK 3/6150

MIDMONT ADDITION
VOL. 36, PG. 201, M.R.D.C.T.

LOT 9
WBL FAMILY INVESTMENTS,
INC
INST No. 201300128230
O.P.R.D.C.T.

LOT 10
WBL FAMILY INVESTMENTS,
INC
VOL. 2003114, PG. 23109
D.R.D.C.T.

LOT 11
WBL FAMILY INVESTMENTS,
INC
VOL. 2001233, PG. 7037
D.R.D.C.T.

LOT 12
WBL FAMILY INVESTMENTS,
INC
VOL. 2001233, PG. 7037
D.R.D.C.T.

BURY

5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230
Tel: (972) 991-0011 Fax: (972) 991-0278
TBPE # F-1048 TBPLS # F-10107502
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REVIEWED BY: JD
DATE: 1/4/2016
SPRG NO. 3234

ALLEY RIGHT-OF-WAY DEDICATION
PORTIONS OF
LOT 10, BLOCK 3/6150 MIDMONT ADDITION
AND WBL FAMILY INVESTMENTS TRACT, BLOCK 6150
CITY OF DALLAS, DALLAS COUNTY, TEXAS

DAVID J. De WEIRDT
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5066

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 6
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 23T

SUBJECT

An ordinance abandoning two street easements to Dallas Independent School District, the abutting owner, containing a total of approximately 770 square feet of land, located near the intersection of Brockbank Drive and Bynum Street, and authorizing the quitclaim - Revenue: \$7,700, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of two street easements to Dallas Independent School District, the abutting owner. The area will be included with the property of the abutting owner for the expansion of the Jose May Elementary School campus. The abandonment fee is based on Dallas Central Appraisal District values.

Notices were sent to 13 property owners located within 300 feet of the proposed abandonment areas. 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 April 4, 2016.

FISCAL INFORMATION

Revenue: \$7,700, plus the \$20 ordinance publication fee

OWNER



Dallas Independent School District

Michael Hinojosa, Superintendent

MAP

Attached



Abandonment Area:  

ORDINANCE NO. _____

An ordinance providing for the abandonment of two street easements located in City Block 6454 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Dallas Independent School District; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; 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 Dallas Independent School District, a governmental instrumentality, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said street easements are not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth; **Now, Therefore,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the tracts of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **SEVEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$7,700.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, and 10, the City of Dallas does by

these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tracts 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 and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas 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 areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, 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 areas 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 a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tracts of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

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 passage of this ordinance, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

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, 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:
WARREN M. S. ERNST
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY  _____
Assistant City Attorney

BY  _____
Assistant Director

Passed _____.

EXHIBIT A-TRACT 1

STREET EASEMENT ABANDONMENT

Part of Lot 5-A, Block 6454,
Rose Lawn Estates Addition
James S. Shelby Survey, Abstract No. 1354
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 720 square foot (0.017 acre) tract of land situated in the James S. Shelby Survey, Abstract No. 1354, Dallas County, Texas; said tract being part of Lot 5-A, Block 6454, Rose Lawn Estates Addition, an addition to the City of Dallas, Texas according to the replat recorded in Volume 88139, Page 399 of the Deed Records of Dallas County, Texas and also being part of that certain tract of land described in General Warranty Deed to Dallas Independent School District recorded in Instrument No. 201300304205 of the Official Public Records of Dallas County, Texas; said tract also being all of that certain tract of land described as Street Easement for Temporary Turn-around dedicated by said plat of Lot 5-A; said 720 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of North 89 degrees, 44 minutes, 18 seconds West for the north right-of-way line of Wheelock Street according to said General Warranty Deed to the Dallas Independent School District):

COMMENCING, at a "+" cut in concrete found at the intersection of the said north line of Wheelock Street (a variable width right-of-way, 50 feet wide at this point) and the east right-of-way line of Brockbank Drive (a variable width right-of-way); said point being the southwest corner of Lot 1, Block 6454, Rose Lawn Estates Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 10, Page 123 of the Map Records of Dallas County, Texas;

THENCE, along the said north line of Wheelock Street, the following three (3) calls:

South 89 degrees, 44 minutes, 18 seconds East, a distance of 345.60 feet to the southeast corner of Lot 4 of said Block 6454 and an angle point in the said north line of Wheelock Street; from said point a 1/2-inch iron rod found bears North 67 degrees, 51 minutes, 33 seconds, a distance of 0.5 feet;

North 00 degrees, 14 minutes, 18 seconds West, along the east line of said Lot 4 and an offset in the said north line of Wheelock Street, a distance of 3.00 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found; said point being the southwest corner of said Lot 5-A and an angle point in the said north line of Wheelock Street (53 feet wide at this point);

South 89 degrees, 44 minutes, 18 seconds East, departing the said east line of Lot 4 and along the south line of said Lot 5-A, a distance of 28.00 feet to the POINT OF BEGINNING; said point being the southwest corner of said Street Easement;

THENCE, departing the said north line of Wheelock Street and the said south line of Lot 5-A, the following three (3) calls:

North 00 degrees, 15 minutes, 42 seconds East, along the west line of said Street Easement, a distance of 24.00 feet to the northwest corner of said Street Easement;

EXHIBIT A-TRACT 1

STREET EASEMENT ABANDONMENT

Part of Lot 5-A, Block 6454,
Rose Lawn Estates Addition
James S. Shelby Survey, Abstract No. 1354
City of Dallas, Dallas County, Texas

South 89 degrees, 44 minutes, 18 seconds East, along the north line of said Street Easement, a distance of 30.00 feet to the northeast corner of said Street Easement;

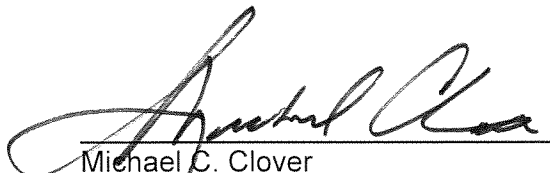
South 00 degrees, 15 minutes, 42 seconds West, along the east line of said Street Easement, a distance of 24.00 feet to the southeast corner of said Street Easement; said point being in the said north line of Wheelock Street and the said south line of Lot 5-A;

THENCE, North 89 degrees, 44 minutes, 18 seconds West, along the said north line of Wheelock Street, the said south line of Lot 5-A and the south line of said Street Easement, a distance of 30.00 feet to the POINT OF BEGINNING;

CONTAINING, 720 square feet or 0.017 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.


Michael C. Clover
Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, #1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10008000
Revised: November 25, 2015 *Revised: 11/25/2015*

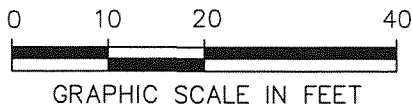
07/17/2015
Date



2438-13.267EX2-1.doc
2438-13.267EX2-1.dwg

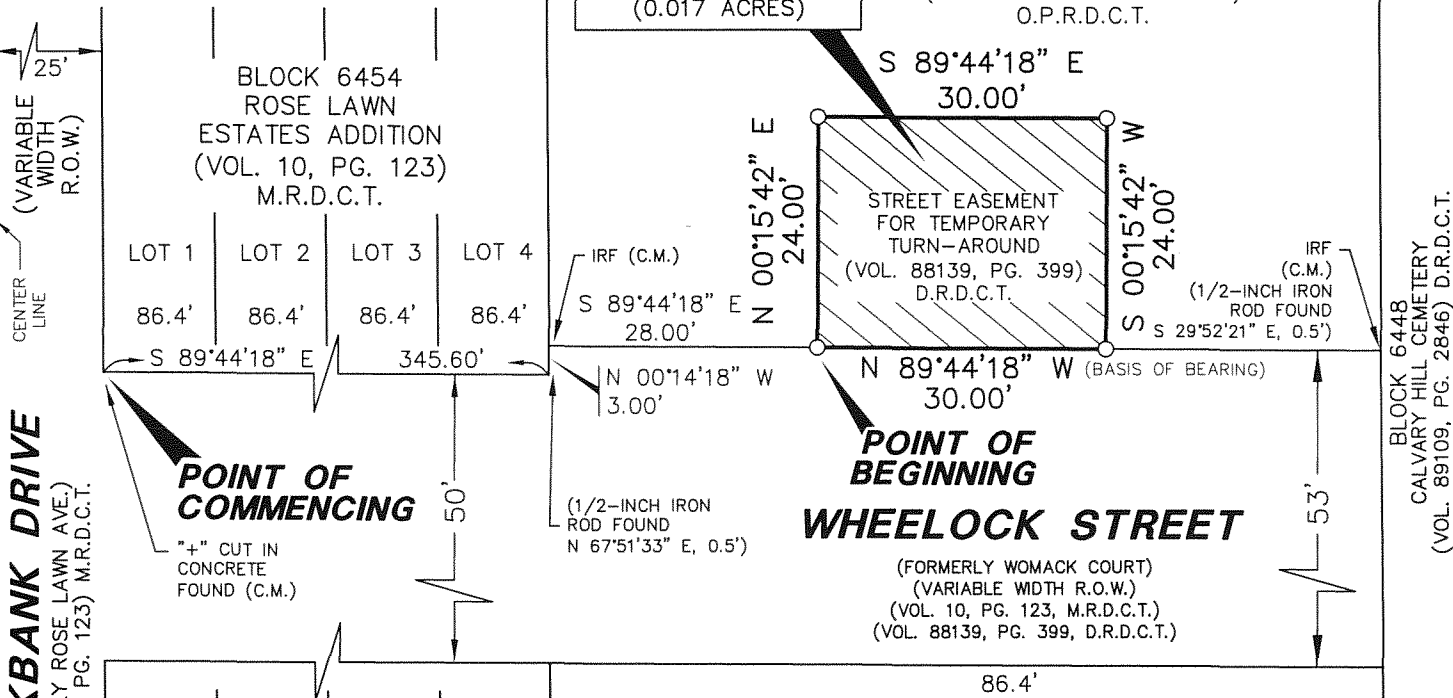
(For SPRG use only)	
Reviewed By:	<u>CEC</u>
Date:	<u>12-31-15</u>
SPRG NO:	<u>3463</u>

EXHIBIT A-TRACT 1



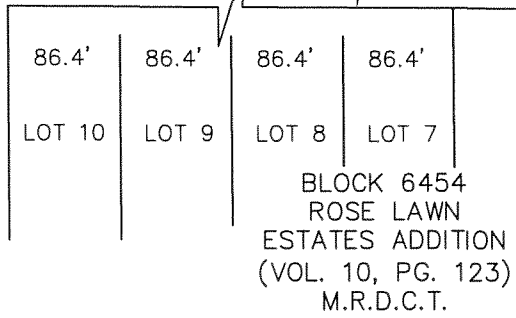
LOT 5-A
BLOCK 6454
ROSE LAWN
ESTATES ADDITION
(VOL. 88139, PG. 399)
D.R.D.C.T.
DALLAS INDEPENDENT
SCHOOL DISTRICT
(INST. NO. 201300304205)
O.P.R.D.C.T.

**STREET EASEMENT
ABANDONMENT**
720 SF
(0.017 ACRES)



BROCKBANK DRIVE
(FORMERLY ROSE LAWN AVE.)
(VOL. 10, PG. 123) M.R.D.C.T.

BLOCK 6448
CALVARY HILL CEMETERY
(VOL. 89109, PG. 2846) D.R.D.C.T.



(For SPRG use only)
Reviewed By: CEC
Date: 12/31/15
SPRG NO: 3463

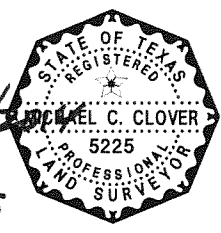
LEGEND	
———	PROPERTY LINE
———	ABANDONMENT LINE
IRF	1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP FOUND (SET BY PREVIOUS SURVEY)
(C.M.)	CONTROLLING MONUMENT
M.R.D.C.T.	MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
INST.	INSTRUMENT

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of North 89 degrees, 44 minutes, 18 seconds West, for the north right-of-way line of Wheelock Street according to General Warranty Deed to the Dallas Independent School District recorded in Instrument No. 201300304205 of the Official Public records of Dallas County, Texas.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

Michael C. Clover 7/17/15
Michael C. Clover
Registered Professional Land Surveyor No. 5225
Revised: 11/25/2015



**STREET EASEMENT
ABANDONMENT**

PART OF LOT 5-A, BLOCK 6454,
ROSE LAWN ESTATES ADDITION
JAMES S. SHELBY SURVEY, ABSTRACT NO. 1354
CITY OF DALLAS, DALLAS COUNTY, TEXAS
PAGE 3 OF 3

Pacheco Koch 7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
ACD	MCC	1"=20'	NOV. 2014	2438-13.267

11/25/2015 12:10PM M:\DWG-24\2438-13.267\DWG\SURVEY C3D 2012\2438-13.267EX2-1.DWG

EASEMENT ABANDONMENT

Part of Lot 10, Block 6454,
Rose Lawn Estates Addition
James S. Shelby Survey, Abstract No. 1354
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 50 square foot (0.001 acre) tract of land situated in the James S. Shelby Survey, Abstract No. 1354, Dallas County, Texas; said tract being part of Lot 10, Block 6454 Rose Lawn Estates Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 10, Page 123 of the Map Records of Dallas County Texas, part of that certain tract of land described in General Warranty Deed to the Dallas Independent School District recorded in Instrument No. 201400158945 of the Official Public Records of Dallas County, Texas and part of the certain tract of land described as an Easement to the City of Dallas recorded in Instrument No. 200900012396 of said Official Public Records; said 50 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of South 89 degrees, 44 minutes, 18 seconds East for the south right-of-way line of Wheelock Street according to said General Warranty Deed to the Dallas Independent School District):

BEGINNING, at a PK nail with "PACHECO KOCH" washer found for corner in the said south line of Wheelock Street (a variable width right-of-way, 50 feet wide at this point, dedicated by the referenced Rose Lawn Estates Addition), the north line of said Easement and the north line of said Lot 10; said point being South 89 degrees, 44 minutes, 18 seconds East, a distance of 10.82 feet from a "+" cut in concrete found at the northwest corner of said Lot 10, the northwest corner of said City of Dallas Easement and the intersection of the east right-of-way line of Brockbank Drive (a variable width right-of-way, the east 25-foot being dedicated by the referenced Rose Lawn Estates Addition) with the said south line of Wheelock Street;

THENCE, South 89 degrees, 44 minutes, 18 seconds East, along the said south line of Wheelock Street, the said north line of the Easement and the said north line of Lot 10, a distance of 10.00 feet to a point for corner; said point being the easternmost corner of said Easement;

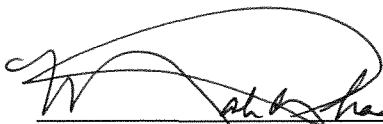
THENCE, South 45 degrees, 25 minutes, 25 seconds West, departing the said south line of Wheelock Street, the said north line of the Easement and the said north line of Lot 10, along the southeast line of said Easement, a distance of 14.18 feet to a point for corner;

THENCE, North 00 degrees, 35 minutes, 08 seconds East, departing the said southeast line of the Easement, a distance of 10.00 feet to the POINT OF BEGINNING;

CONTAINING, 50 square feet or 0.001 acres of land, more or less.

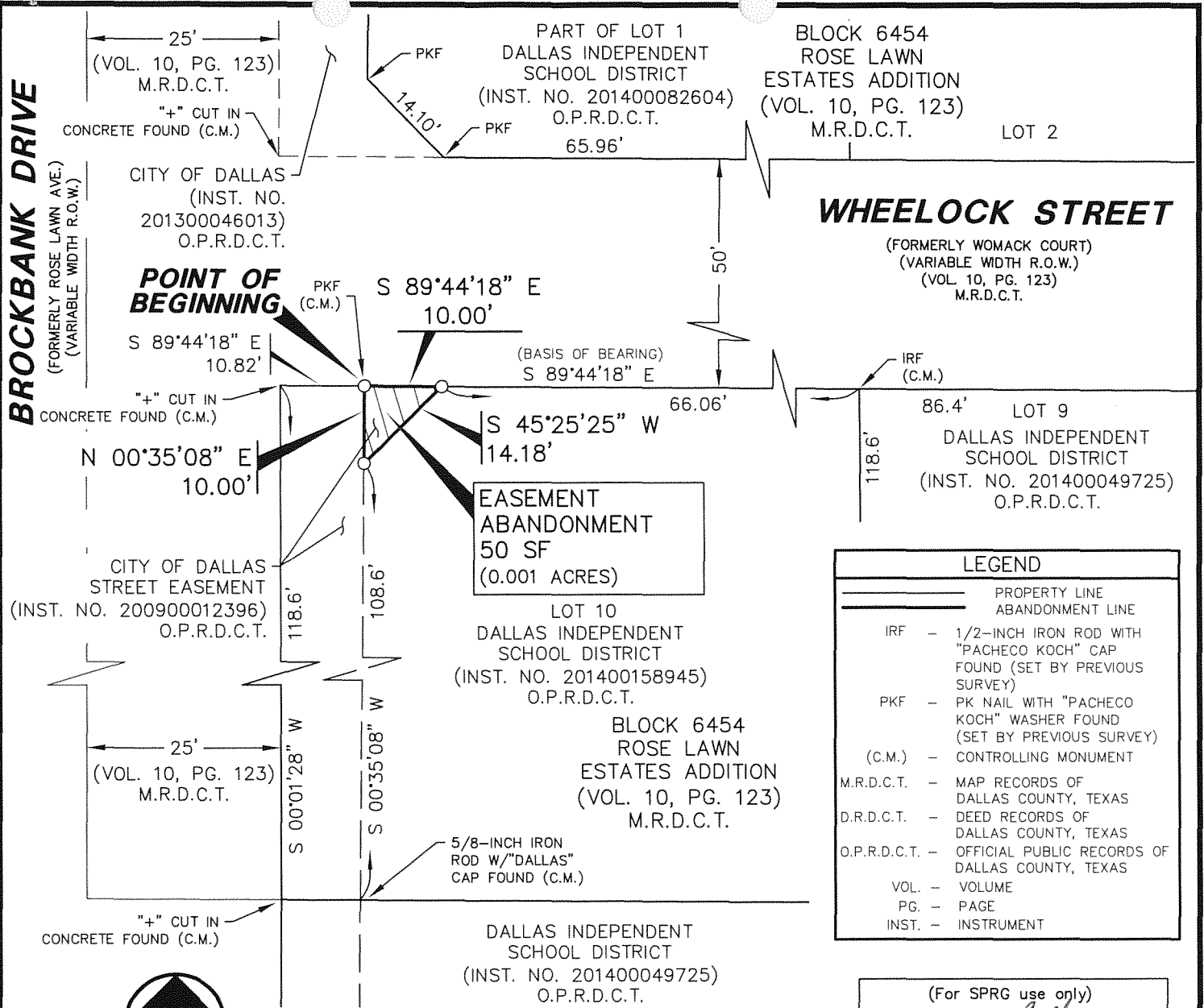
(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

 07/17/14
Mark A. Pacheco Date
Registered Professional Land Surveyor No. 4900
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031
TX Reg. Surveying Firm LS-10008000



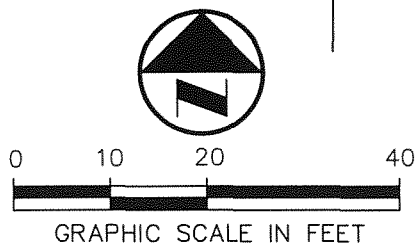
(For SPRG use only)
Reviewed By: CAH
Date: 10-5-15
SPRG NO: 3462



LEGEND	
—	PROPERTY LINE
- - -	ABANDONMENT LINE
IRF	1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP FOUND (SET BY PREVIOUS SURVEY)
PKF	PK NAIL WITH "PACHECO KOCH" WASHER FOUND (SET BY PREVIOUS SURVEY)
(C.M.)	CONTROLLING MONUMENT
M.R.D.C.T.	MAP RECORDS OF DALLAS COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
INST.	INSTRUMENT

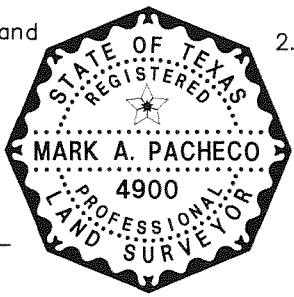
(For SPRG use only)
 Reviewed By: CSH
 Date: 10-5-15
 SPRG NO: 3462

- NOTES:
1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
 2. Bearing system for this survey is based on a bearing of South 89 degrees, 44 minutes, 18 seconds East, for the south right-of-way line of Wheelock Street according to General Warranty Deed to the Dallas Independent School District recorded in Instrument No. 201400158945 of the Official Public Records of Dallas County, Texas.



The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

Mark A. Pacheco
 Mark A. Pacheco
 Registered Professional
 Land Surveyor No. 4900
 Date: 07/17/14



EASEMENT ABANDONMENT
 PART OF LOT 10, BLOCK 6454,
 ROSE LAWN ESTATES ADDITION
 JAMES S. SHELBY SURVEY, ABSTRACT NO. 1354
 CITY OF DALLAS, DALLAS COUNTY, TEXAS
 PAGE 2 OF 2

Pacheco Koch 8350 N. CENTRAL EXPWY. SUITE 1000
 DALLAS, TX 75206 972.235.3031
 DALLAS • FORT WORTH • HOUSTON TX REG. ENGINEERING FIRM F-469
 TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
ACD	MCC/MAP	1"=20'	JULY 2014	2438-13.267

M:\DWG-24\2438-13.267\DWG\SURVEY C3D 2012\2438-13.267EX1.DWG 09/03/2015 - 9:24AM MCVORER

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 2
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 45U

SUBJECT

An ordinance abandoning a portion of a utility easement to CND-Southside, LLC, the abutting owner, containing approximately 3,605 square feet of land, located near the intersection of Lamar and Powhattan Streets, and authorizing the quitclaim - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of a utility easement to CND-Southside, LLC, the abutting owner. The area will be included with the property of the abutting owner for developing 41 single family homes. 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 April 4, 2016.

FISCAL INFORMATION

Revenue: \$5,400, plus the \$20 ordinance publication fee

OWNER

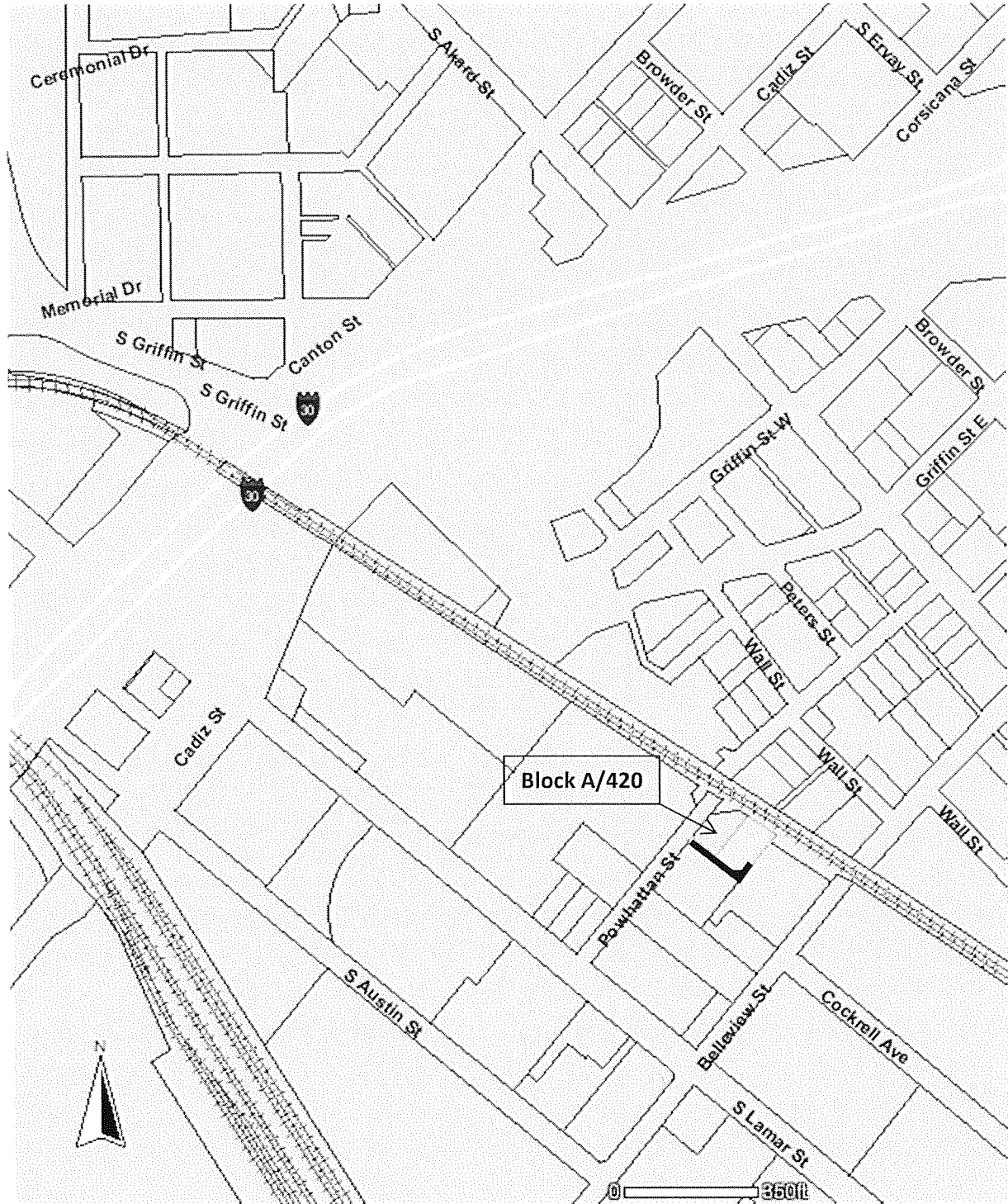
CND-Southside, LLC

DM Weekley, Inc.

David M. Weekley, 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/420 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to CND-Southside, 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 CND-Southside, LLC, a Texas limited liability company; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said 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 and 9, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, to the extent allowed by law, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, “Hazardous Substance” means the following: (a) any “hazardous substances” under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any “chemical substance” under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as part of the consideration for the quitclaim made herein, GRANTEE shall contact the Texas Excavation Safety System (Texas 811) to have facilities marked and located within affected easements before any excavations are started.

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:
WARREN M. S. ERNST
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director

Passed _____.

EXHIBIT A

**15' UTILITY EASEMENT ABANDONMENT
PORTION OF LOT 2, BLOCK A/420 OF BEAT AT SOUTH SIDE STATION
JOHN N. BRYAN SURVEY,
ABSTRACT NO. 149
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 3,605 square foot (0.083 acres) tract of land situated in the JOHN N. BRYAN SURVEY, ABSTRACT NO. 149, City of Dallas, Dallas County, Texas, and being a portion of Lot 2, Block A/420 of BEAT AT SOUTH SIDE STATION, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat filed of record in Instrument Number 20070080462, Official Public Records, Dallas County, Texas, being all of Parcel 1 of a tract of land conveyed by Special Warranty Deed to CND-Southside, LLC, according to the document filed of record in Instrument Number 201500182471, Official Public Records, Dallas County, Texas, and being a portion of a tract of land conveyed by Special Warranty Deed to CND-Southside, LLC, according to the document filed of record in Instrument Number 201500182470, Official Public Records, Dallas County, Texas, being created by said BEAT AT SOUTH SIDE STATION and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the southeast line of Powhattan Street, a 50 foot right-of-way, for the west corner of said Lot 2, Block A/420, same being the west corner of said Parcel 1, being common with the north corner of a tract of land conveyed to CND-Southside, LLC, according to the document filed of record in Instrument Number 201500182469, Official Public Records, Dallas County, Texas;

THENCE North 38 degrees 55 minutes 14 seconds East, with said southeast line, being common with the northwest line of said Parcel 1, and northwest line of said Lot 2, Block A/420, a distance of 15.02 feet to a point for the north corner of said Parcel 1, north corner of said Lot 2, Block A/420, being common with the southwest corner of Parcel 2 of said CND-Southside, LLC tract recorded in Instrument Number 201500182471, from which point a 1/2 inch iron rod found bears North 38 degrees 55 minutes 14 seconds East, 75.50 feet;

THENCE South 50 degrees 50 minutes 19 seconds East, leaving said common line and with a portion of the westerly northeast line of said Lot 2, Block A/420, northeast line of said Parcel 1, being common with the southwest line of said Parcel 2, passing at a distance of 77.27 feet the common east corner of said Parcel 1 and south corner of said Parcel 2 of said CND-Southside, LLC tract recorded in Instrument Number 201500182471, continuing across said CND-Southside, LLC tract recorded in Instrument Number 201500182470, for a total distance of 125.05 feet to a point for corner at the beginning of a tangent curve to the left having a central angle of 90 degrees 03 minutes 53 seconds, a radius of 25.00 feet and a chord bearing and distance of North 84 degrees 02 minutes 46 seconds East, 35.38 feet;

THENCE Over and across said CND-Southside, LLC tract recorded in Instrument Number 201500182470, the following three (3) courses and distances:

With said curve to the left, an arc distance of 39.30 feet to a point for corner;


REVIEWED BY:	
DATE:	01.07.2016
SPRG NO.:	3514

EXHIBIT A

**15' UTILITY EASEMENT ABANDONMENT
PORTION OF LOT 2, BLOCK A/420 OF BEAT AT SOUTH SIDE STATION
JOHN N. BRYAN SURVEY,
ABSTRACT NO. 149
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

North 39 degrees 09 minutes 31 seconds East, a distance of 40.41 feet to a point for corner;

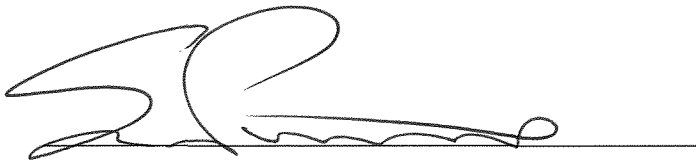
South 56 degrees 51 minutes 08 seconds East, a distance of 15.11 feet to a point for corner in the southeast line of said Lot 2, Block A/420, southeast line of said CND-Southside, LLC tract recorded in Instrument Number 201500182470, being common with the northwest line of Lot 1, Block A/420 of the above mentioned BEAT AT SOUTH SIDE STATION Addition;

THENCE South 39 degrees 08 minutes 37 seconds West, with said common line, a distance of 82.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the south corner of said Lot 2, Block A/420, south corner of said CND-Southside, LLC tract recorded in Instrument Number 201500182470, being common with the east corner of the above mentioned CND-Southside, LLC tract recorded in Instrument Number 201500182469;

THENCE North 50 degrees 51 minutes 19 seconds West, leaving said common line and with the southwest line of said Lot 2, Block A/420, southwest line of said CND-Southside, LLC tract recorded in Instrument Number 201500182470, being common with the northeast line of said CND-Southside, LLC tract recorded in Instrument Number 201500182469, passing at a distance of 87.79 feet the south corner of the above mentioned Parcel 1, for a total distance of 165.00 feet to the **POINT OF BEGINNING** an containing 3,605 square foot (0.083 acres) of land, more or less.

(A plat of even survey date herewith accompanies this description.)

Basis of bearing derived from the Texas State Plane Coordinate System, Texas North Central Zone (4202), NAD83 (CORS96).



Sean Patton
Texas Registration No. 5660

January 05, 2016



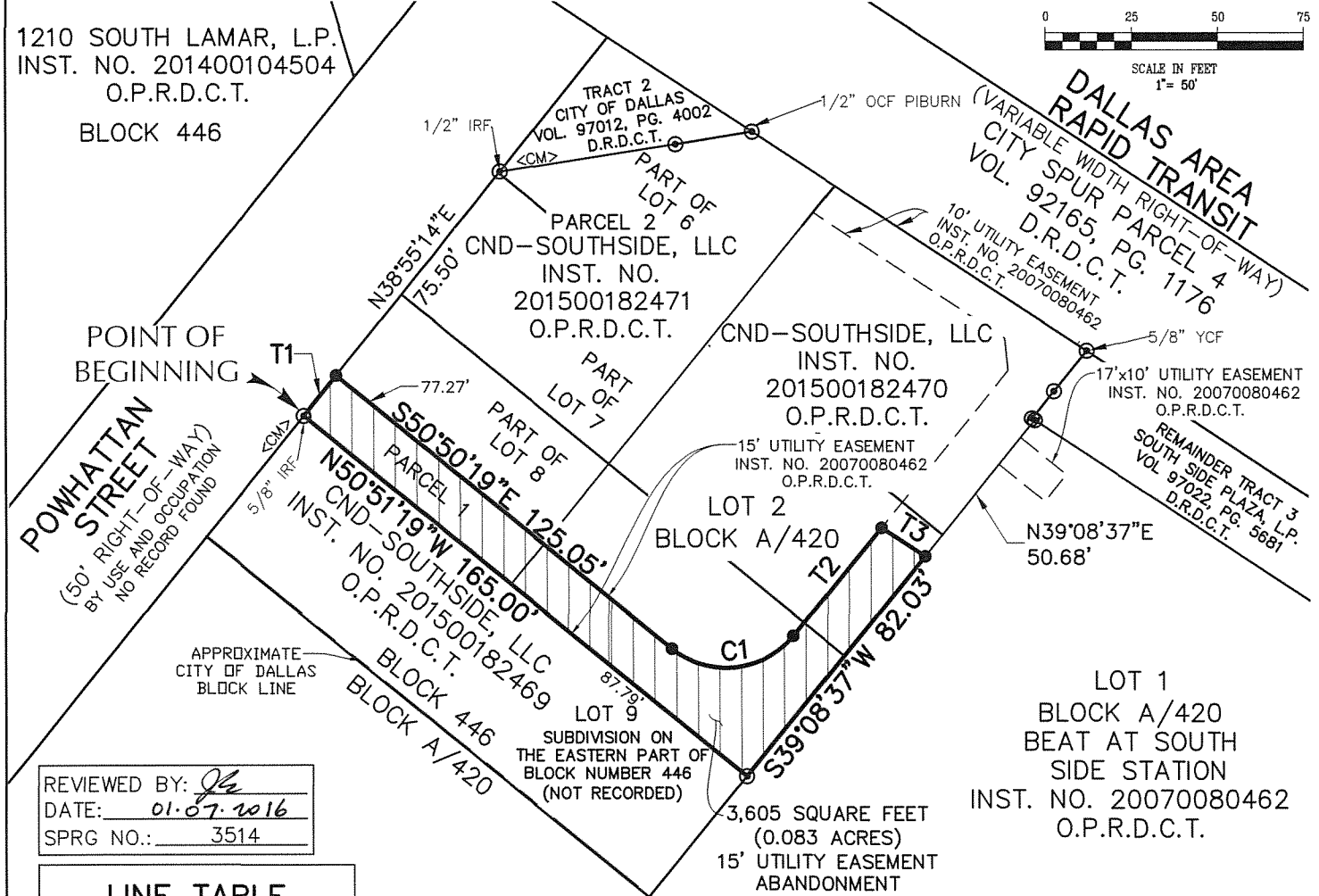
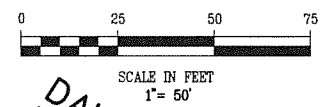
REVIEWED BY: <u>SP</u>
DATE: <u>01.07.2016</u>
SPRG NO.: <u>3514</u>

EXHIBIT A

15' UTILITY EASEMENT ABANDONMENT PORTION OF LOT 2, BLOCK A/420 OF BEAT AT SOUTH SIDE STATION JOHN N. BRYAN SURVEY, ABSTRACT NO. 149,

CITY OF DALLAS, DALLAS COUNTY, TEXAS

1210 SOUTH LAMAR, L.P.
INST. NO. 201400104504
O.P.R.D.C.T.
BLOCK 446



REVIEWED BY: *[Signature]*
DATE: 01-07-2016
SPRG NO.: 3514

LINE	BEARING	LENGTH
T1	N38°55'14"E	15.02'
T2	N39°09'31"E	40.41'
T3	S56°51'08"E	15.11'

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	90°03'53"	25.00'	25.03'	39.30'	N84°02'46"E 35.38'

LEGEND

- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. = MAP RECORDS, DALLAS COUNTY, TEXAS
- <CM> = CONTROLLING MONUMENT
- INST. = INSTRUMENT
- NO. = NUMBER
- IRF = IRON ROD FOUND
- = 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA" FOUND (UNLESS OTHERWISE NOTED)
- = POINT FOR CORNER
- VOL. = VOLUME
- PG. = PAGE
- YCF = YELLOW CAP FOUND
- OCF = ORANGE CAP FOUND

GENERAL NOTES:
1) BASIS OF BEARINGS DERIVED FROM TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NAD83 (CORS96).

DOWDEY, ANDERSON & ASSOCIATES, INC.

5225 Village Creek Drive, Suite 200 Plano, Texas 75093
Phone 972-931-0694 Fax 972-931-9538
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

[Signature]
Sean Patton
Registered Professional Land Surveyor
No. 5660



KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 13
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 25U

SUBJECT

An ordinance abandoning a portion of a utility easement to Intercity Investment Properties, Inc., the abutting owner, containing approximately 13,467 square feet of land, located near the intersection of Edgemere Road and Bandera Avenue - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of a utility easement to Intercity Investment Properties, Inc., the abutting owner. The area will be included with the property of the abutting owner for the expansion of the existing retirement facility and construction of underground parking. 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 was provided to the Economic Development Committee on November 16, 2015.

On December 9, 2015, this item was deferred by Councilmember Jennifer S. Gates.

FISCAL INFORMATION

Revenue: \$5,400, plus the \$20 ordinance publication fee

OWNER

Intercity Investment Properties, Inc.

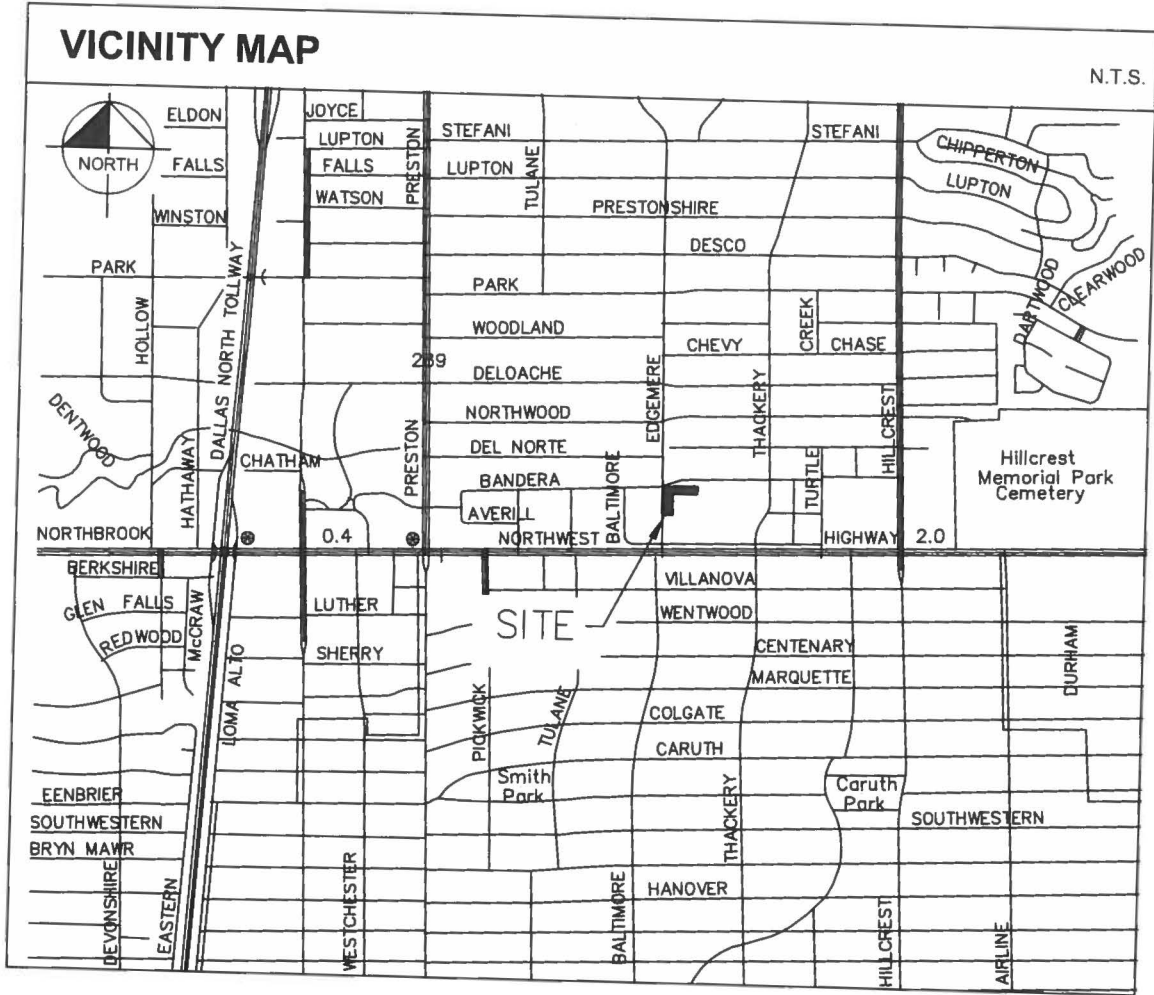
Christopher G. Jordan, President

MAP

Attached

VICINITY MAP

N.T.S.



ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a utility easement located in City Block 8/5464 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Intercity Investment Properties, Inc.; 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 Intercity Investment Properties, Inc., a Texas corporation; 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 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:
WARREN M. S. ERNST
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director

Passed _____.

LEGAL DESCRIPTION

BEING a 13,467 square foot tract of land situated in the John McDowell Survey, Abstract No. 922, City of Dallas, Dallas County, Texas; part of Lot 1A, Block 8/5464, Edgemere, an addition to the City of Dallas according to the plat recorded in Volume 2000225, Page 197 of the Deed Records of Dallas County, Texas; and being part of a tract of land described in Special Warranty Deed to Corrigan Properties, Inc. (doing business as "InterCity Investments, Inc.", by document recorded in Instrument No. 201400173817 of the Official Public Records of Dallas County, Texas) recorded in Volume 69194, Page 65 of said Deed Records as affected by document recorded in Instrument No. 201400173817 of the Official Public Records of Dallas County, Texas; and being part of a Private Drive & Utility Easement dedicated and created by said plat of Edgemere addition; and and being more particularly described as follows:

BEGINNING at a northwest corner of said Private Drive & Utility Easement and being in the east right-of-way line of Edgemere Road (a 110-foot wide right-of-way); from said point a 5/8-inch iron rod with "HUITT ZOLLARS" cap found at the south end of a right-of-way corner clip at the intersection of said east right-of-way line of Edgemere Road and the south right-of-way line of Bandera Avenue (a variable width right-of-way) bears North 0°38'27" West, a distance of 30.10 feet ;

THENCE with the north line of said Private Drive & Utility Easement, the following courses and distances:

- North 75°06'00" East, a distance of 23.08 feet to a point for corner;
North 89°09'00" East, a distance of 201.93 feet to a point at the beginning of a tangent curve to the left having a central angle of 90°00'00", a radius of 40.00 feet, a chord bearing and distance of North 44°09'00" East, 56.57 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 62.83 feet to an "X" cut in concrete set for corner;

THENCE departing said north line of the Private Drive & Utility Easement, South 0°51'14" East, a distance of 65.00 feet to an "X" cut in concrete set for corner in a south line of said Private Drive & Utility Easement;

THENCE with said south line of said Private Drive & Utility Easement, the following courses and distances:

- South 89°09'00" West, a distance of 178.69 feet to a point at the beginning of a tangent curve to the left having a central angle of 90°00'00", a radius of 40.00 feet, a chord bearing and distance of South 44°09'00" West, 56.57 feet;
In a southwesterly direction, with said curve to the left, an arc distance of 62.83 feet to a point for corner;
South 0°51'00" East, a distance of 189.15 feet to an "X" cut in concrete set for corner;
South 89°09'00" West, a distance of 25.00 feet to an "X" cut in concrete set for corner;
North 0°51'00" West, a distance of 179.49 feet to a point at the beginning of a tangent curve to the left having a central angle of 45°00'00", a radius of 40.00 feet, a chord bearing and distance of North 23°21'00" West, 30.61 feet;
In a northwesterly direction with said curve to the left, an arc distance of 31.42 feet to a point for corner;
North 45°51'00" West, a distance of 12.78 feet to a point for corner in said east right-of-way line of Edgemere Road; from said point a 5/8-inch iron rod with "HUITT ZOLLARS" cap found at the north end of a right-of-way corner clip at the intersection of said east right-of-way line of Edgemere Road and the north right-of-way line of Northwest Parkway (a 50-foot wide right-of-way) bears South 0°38'27" East, a distance of 532.57 feet ;

THENCE with said east right-of-way line of Edgemere Road, North 0°38'27" West, a distance of 31.74 feet to the POINT OF BEGINNING and containing 13,467 square feet or 0.309 acres of land.

Bearing system based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

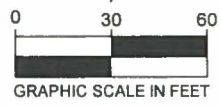
(For SPRG use only)
Reviewed By: JD
Date: 8/11/2015
SPRG NO: 3273

PARTIAL ABANDONMENT OF
UTILITY EASEMENT
PART OF LOT 1A, BLOCK 8/5464
EDGEMERE
JOHN McDOWELL SURVEY,
ABSTRACT NO. 922
CITY OF DALLAS, DALLAS COUNTY, TEXAS

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
andy.dobbs@kimley-horn.com



Kimley»Horn
12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500
Tel. No. (972) 770-1300 Fax No. (972) 239-3820
Scale: N/A Drawn by: JAD Checked by: DAB Date: FEB. 2015 Project No: 067783402 Sheet No: 1 OF 2



BANDERA AVENUE
(A VARIABLE WIDTH RIGHT-OF-WAY)

WATER EASEMENT
(VOL. 2000225, PG. 197)
D.R.D.C.T.

5/8-INCH IRON ROD
W/"HUITT ZOLLARS"
CAP FOUND (C.M.)

5/8-INCH IRON ROD
W/"HUITT ZOLLARS"
CAP FOUND (C.M.)

5/8-INCH IRON ROD
W/"HUITT ZOLLARS"
CAP FOUND (C.M.)

N0°38'27"W
30.10'

N75°06'00"E
23.08'

LOT 1A

N89°09'00"E 201.93'

$\Delta=90^{\circ}00'00''$
R=40.00'
L=62.83'
CB=N44°09'00"E
C=56.57'

XS

S0°51'14"E
65.00'

P.O.B.

N0°38'27"W
31.74'

N45°51'00"W
12.78'

$\Delta=45^{\circ}00'00''$
R=40.00'
L=31.42'
CB=N23°21'00"W
C=30.61'

S89°09'00"W 178.69'
25' PRIVATE DRIVE &
UTILITY EASEMENT
(VOL. 2000225, PG. 197)
D.R.D.C.T.

XS

25' PRIVATE DRIVE &
UTILITY EASEMENT
(VOL. 2000225, PG. 197)
D.R.D.C.T.

**PARTIAL ABANDONMENT
OF UTILITY EASEMENT**
0.309 ACRES
13,467 SQ. FT.

INTERCITY INVESTMENT
PROPERTIES, INC.
FKA: CORRIGAN
PROPERTIES, INC.
(VOL. 69194, PG. 65)
D.R.D.C.T.
(INST. NO. 201400173817)
O.P.R.D.C.T.

LOT 1A, BLOCK 8/5464
EDGEMERE
(VOL. 2000225, PG. 197)
D.R.D.C.T.

EDGEMERE ROAD
(A 110-FOOT WIDE RIGHT-OF-WAY)

25' PRIVATE DRIVE &
UTILITY EASEMENT
(VOL. 2000225, PG. 197)
D.R.D.C.T.

S0°38'27"E 532.57'

N0°51'00"W 179.49'

S0°51'00"E 189.15'

25' PRIVATE DRIVE &
UTILITY EASEMENT
(VOL. 2000225, PG. 197)
D.R.D.C.T.

XS

XS

S89°09'00"W
25.00'

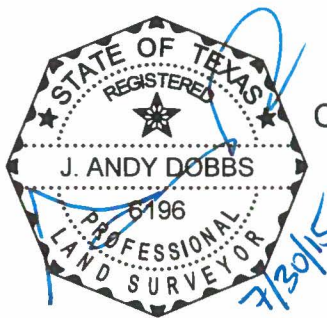
5/8-INCH IRON ROD
W/"HUITT ZOLLARS"
CAP FOUND (C.M.)

**NORTHWEST
PARKWAY**
(A 50-FOOT WIDE RIGHT-OF-WAY)

**PARTIAL ABANDONMENT OF
UTILITY EASEMENT**
PART OF LOT 1A, BLOCK 8/5464
EDGEMERE
JOHN McDOWELL SURVEY,
ABSTRACT NO. 922
CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: JD
Date: 8/11/2015
SPRG NO: 3273

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Scale 1" = 60'	Drawn by JAD	Checked by DAB	Date FEB. 2015	Project No. 067783402	Sheet No. 2 OF 2
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KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 4
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 54 V

SUBJECT

An ordinance granting a CR Community Retail District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of East Illinois Avenue and Seevers Avenue – Z145-347 – Financing: No cost consideration to the City

BACKGROUND

On January 27, 2016, the City Council approved a CR Community Retail District with deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of East Illinois Avenue and Seevers Avenue and asked that the ordinance be brought back on a later date.

PRIOR ACTION/REVIEW (COUNCIL, BOARD, COMMISSIONS)

On November 19, 2014, the City Plan Commission recommended approval of a CR Community Retail District with deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of East Illinois Avenue and Seevers Avenue.

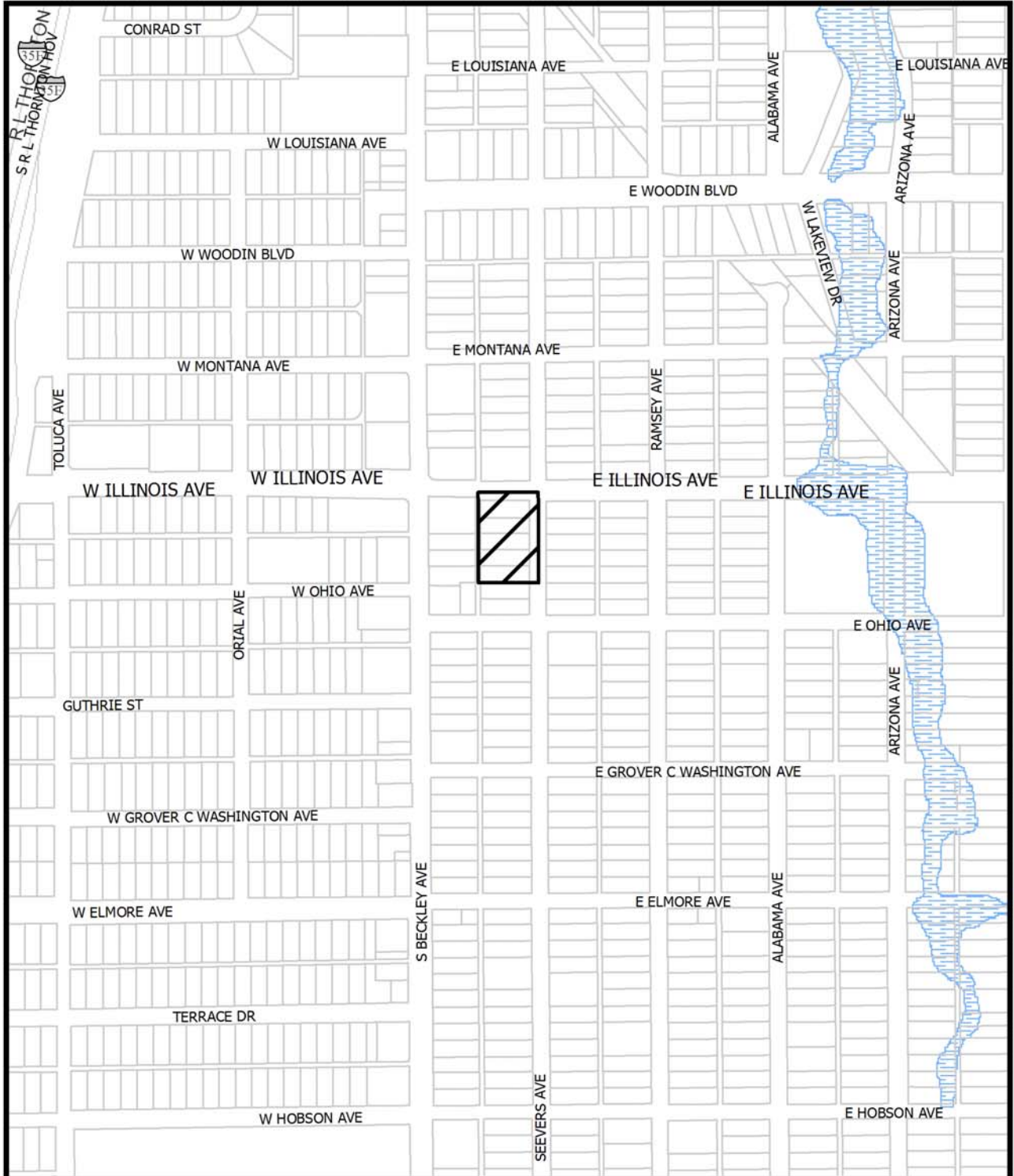
On January 13, 2016, the City Council approved a CR Community Retail District with deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District on the southwest corner of East Illinois Avenue and Seevers Avenue and asked that the ordinance and the resolution be brought back on a later date.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached.



1:4,800

VICINITY MAP

Case no: Z145-347

Date: 11/3/2015

ACM: Ryan S. Evans

FILE NUMBER: Z145-347(WE) **DATE FILED:** September 21, 2015
LOCATION: Southwest corner of East Illinois Avenue and Seevers Avenue
COUNCIL DISTRICT: 4 **MAPSCO:** 54V
SIZE OF REQUEST: Approx. 0.998 acres **CENSUS TRACT:** 56.00

APPLICANT: Orange Development Company, Inc.

OWNERS: Maria Caseres; Veronica Barroso; Rosalyn Ratliff, Executor of Will; Fustino Islas and Maria Del Carmen Peralta; Carolina Ontiveros; and Victor Ornelas

REPRESENTATIVE: Dallas Cothrum, Masterplan

REQUEST: An application for a CR Community Retail District with deed restrictions volunteered by the applicant on property zoned an R-7.5(A) Single Family District.

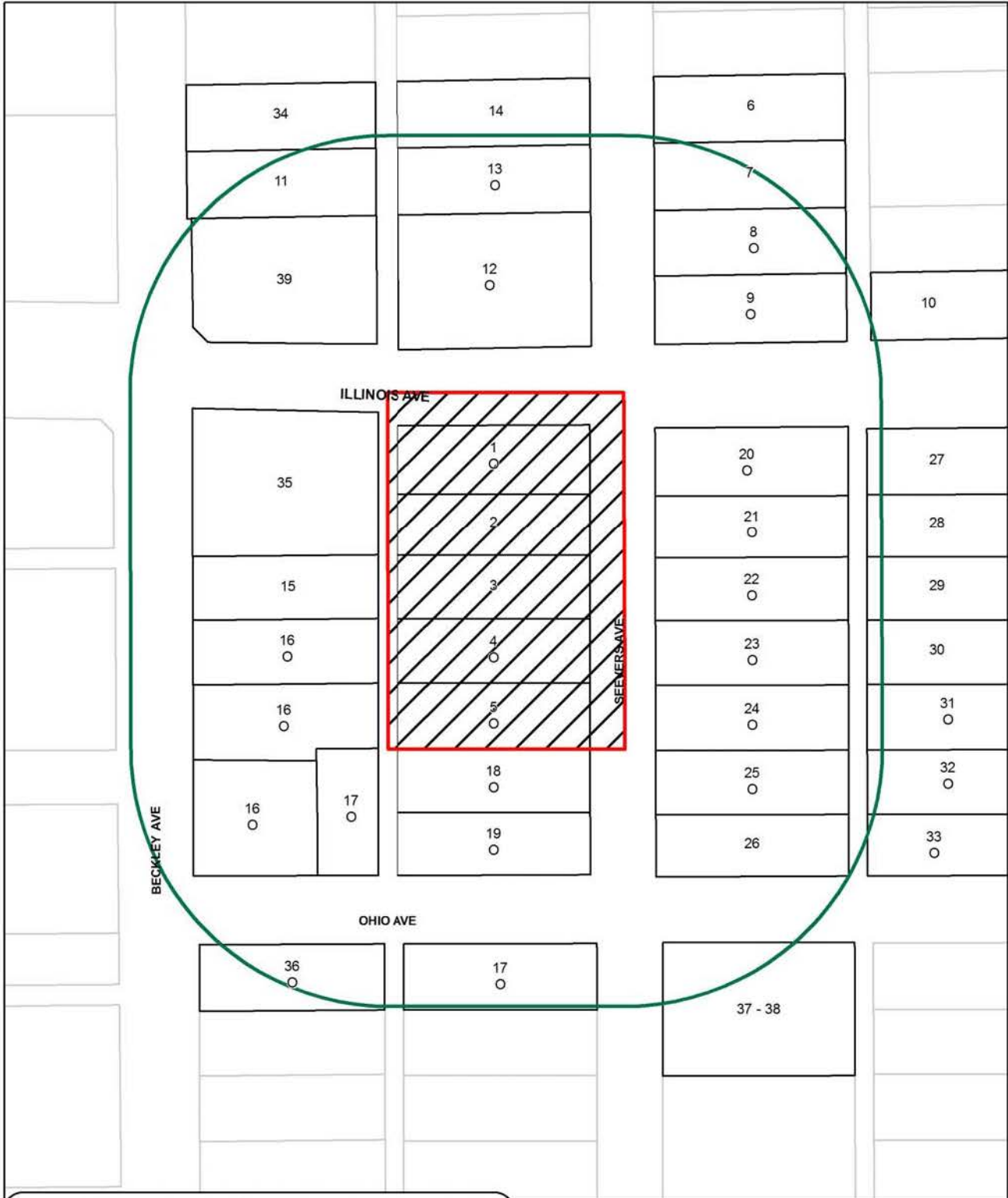
SUMMARY: The purpose of this request is to allow for the development of a retail [CVS] store. However, all uses within the CR District would be permitted with the exception of those that are being prohibited by the volunteered deed restrictions. The volunteered deed restrictions also propose lighting standards, to prohibit vehicular access on the residential street, and to increase the shrub heights and fencing.

CPC RECOMMENDATION: Approval, with deed restrictions volunteered by the applicant.

STAFF RECOMMENDATION: Denial

LIST OF OFFICERS

- Jason Price President / Owner
- Donn Fizer Vice President
- Gregory Griffith Vice President



<u>39</u>	Property Owners Notified (41 parcels)
<u>22</u>	Replies in Favor (24 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>200'</u>	Area of Notification
<u>1/13/2016</u>	Date

Z145-347
CC



1:1,200

Notification List of Property Owners

Z145-347

39 Property Owners Notified

22 Property Owners in Favor

0 Property Owners Opposed

Reply	Label #	Address	Owner
O	1	2305 SEEVERS AVE	CASERES MARIA
	2	2311 SEEVERS AVE	BARROSO VERONICA
	3	2315 SEEVERS AVE	JOHNSON DAVID L & ANNIE J
O	4	2319 SEEVERS AVE	ISLAS FUSTINO &
O	5	2323 SEEVERS AVE	ORNELAS VICTOR &
	6	2212 SEEVERS AVE	MARTINEZ MARIA REYES
	7	2216 SEEVERS AVE	FORD MURPHY & ANNIE PEARL
	10	2227 RAMSEY AVE	ZAMBRANO MARY BELL
	11	2216 BECKLEY AVE	LOTSA CASH II INC
O	12	2223 SEEVERS AVE	ORTEGA GUADALUPE & ZENIDA
	14	2213 SEEVERS AVE	CHILDERS ROY & LINDA
	15	2314 BECKLEY AVE	HUTSON MABEL E ESTATE
O	16	2316 BECKLEY AVE	MARKS JAMES W
O	17	111 OHIO AVE	SKIEF CLEMMIE
	26	2328 SEEVERS AVE	BENJAMIN THOMAS W JR
	27	2307 RAMSEY AVE	LEIVA JUAN
	28	2309 RAMSEY AVE	CORONADO CARMEN
	29	2313 RAMSEY AVE	MACHADO FELIPE & ROSA E
	30	2317 RAMSEY AVE	WHITAKER CLARA P
O	33	2331 RAMSEY AVE	DELATORRE CESAR & ELDA
	34	2212 BECKLEY AVE	LOTSA CASH II INC
	35	2300 BECKLEY AVE	KIM ANDREW HO
	37	2400 SEEVERS AVE	MOYA VICTOR &
	38	2404 SEEVERS AVE	RAMIREZ MISAEL &
	39	2222 BECKLEY AVE	CHIEF AUTO PARTS INC
O	A1	2226 SEEVERS AVE	JACKSON MARY

03/18/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	A2	2401 SEEVERS AVE	SKIEF CLEMMIE
O	A3	2219 SEEVERS AVE	HERNANDEZ PEDRO LOPEZ &
O	A4	2327 RAMSEY AVE	MORALES MIGUEL A
O	A5	2222 SEEVERS AVE	ROSALES JESUS
O	A6	2327 SEEVERS AVE	SEGOVIA RODRIGO M &
O	A7	2329 SEEVERS AVE	SEGOVIA ROCIO
O	A8	2306 SEEVERS AVE	SAUCEDO FERMIN &
O	A9	2310 SEEVERS AVE	MATA JOSE REFUGIO & ADRIANA R
O	A10	2314 SEEVERS AVE	MATA JOSE R & ADRIANA R
O	A11	2318 SEEVERS AVE	BRYANT LILLIE M ESTATE OF
O	A12	2322 SEEVERS AVE	ROJAS FRANCISCO JAVIER &
O	A13	2324 SEEVERS AVE	SALAZAR ANGEL
O	A14	2323 RAMSEY AVE	RIOS TRINIDAD GUEVARA
O	A15	2402 BECKLEY AVE	SKIEF CLEMMIE

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 2, 7, 14

DEPARTMENT: Trinity Watershed Management

CMO: Mark McDaniel, 670-3256

MAPSCO: 45D 45H 46E 46J 46K 46L 46M 47N

SUBJECT

Authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$2,764,000 - Financing: 2006 Bond Funds

BACKGROUND

The 2006 and 2012 Bond Programs provided funding for design and construction of storm drainage relief improvements for the Mill Creek / Peaks Branch / State-Thomas watersheds. This project is a deep underground storm drainage relief tunnel that will provide drainage and flooding relief to the lower areas of the Mill Creek watershed (around Baylor Hospital), Peaks Branch watershed (south of Buckner Park), and East Peaks Branch watershed (around Fair Park area). It will also provide drainage relief to the Woodall Rodgers area in the State-Thomas area.

The drainage relief tunnel project consists of approximately five miles of thirty-foot diameter storm drainage tunnel that is between seventy-five and one hundred fifty feet deep. The project includes an outfall structure on White Rock Creek and five intake shafts that will connect to existing storm drainage systems and collect overland floodwaters during heavy rain events. The project also includes street and surface drainage improvements at the intake and outfall sites.

In 2007, Council authorized a professional services contract to study and design drainage relief improvements to reduce flooding in the lower portions of the Mill Creek and Middle Peaks Branch watersheds. In 2009, Council authorized a change of alignment of both Mill Creek and Peaks Branch drainage relief systems that provided a deep underground tunnel that will drain both watersheds into Lower White Rock Creek. In 2012, Council authorized extending the tunnel to the State-Thomas area to reduce flooding in the State-Thomas and Uptown areas.

BACKGROUND (Continued)

The construction materials testing consultant will provide all labor, supervision, and equipment for performing field or laboratory analyses for soil, concrete, air and water testing, seismic, noise and light monitoring and other necessary services. These services will typically be related to tunnel excavation and lining, pump station, street paving, storm drainage, water, wastewater and other infrastructure improvements.

This action authorizes a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2007
Completed Design	September 2015
Begin Construction	May 2016
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Halff Associates, Inc., for engineering design on June 13, 2007, by Resolution No. 07-1833.

Briefed Council on alternate combined drainage tunnel alignment for both Mill Creek and Peaks Branch on August 6, 2008.

Authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc., for additional engineering design on March 25, 2009, by Resolution No. 09-0835.

Briefed Council on the State-Thomas tunnel extension to the Mill Creek and Peaks Branch drainage relief tunnel on January 4, 2012.

Authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 11, 2012, by Resolution No. 12-0136.

Authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 14, 2015, by Resolution No. 15-0123.

Authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase on January 14, 2015, by Resolution No. 15-0120.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (Continued)

Briefed the Council on the project status and the evaluation of the construction bid tabulation on February 17, 2016.

Information about this item will be presented to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$2,764,000

Construction Materials Testing (this action)	\$2,764,000
Design	\$22,119,988
Construction Management	\$18,565,000
Construction	<u>\$209,894,515</u>
Total Project Cost	\$253,343,503

<u>Council District</u>	<u>Amount</u>
2	\$746,280
7	\$1,243,800
14	<u>\$773,920</u>
Total	\$2,764,000

M/WBE INFORMATION

See attached

ETHNIC COMPOSITION

Alliance Geotechnical Group, Inc.

Hispanic Female	2	Hispanic Male	19
African-American Female	0	African-American Male	19
Other Female	0	Other Male	2
White Female	10	White Male	54

OWNER

Alliance Geotechnical Group, Inc.

Robert P. Nance, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$2,764,000 - Financing: 2006 Bond Funds

Alliance Geotechnical Group, Inc. is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$2,687,120.00	97.22%
Total non-local contracts	\$76,880.00	2.78%
TOTAL CONTRACT	\$2,764,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Alliance Geotechnical Group, Inc.	BMDB94986Y0117	\$1,760,668.00	65.52%
T. Smith Inspection and Testing	BMDB72436Y0616	\$857,352.00	31.91%
Design Consultant Engineers	IMDB32421Y0317	\$69,100.00	2.57%
Total Minority - Local		\$2,687,120.00	100.00%

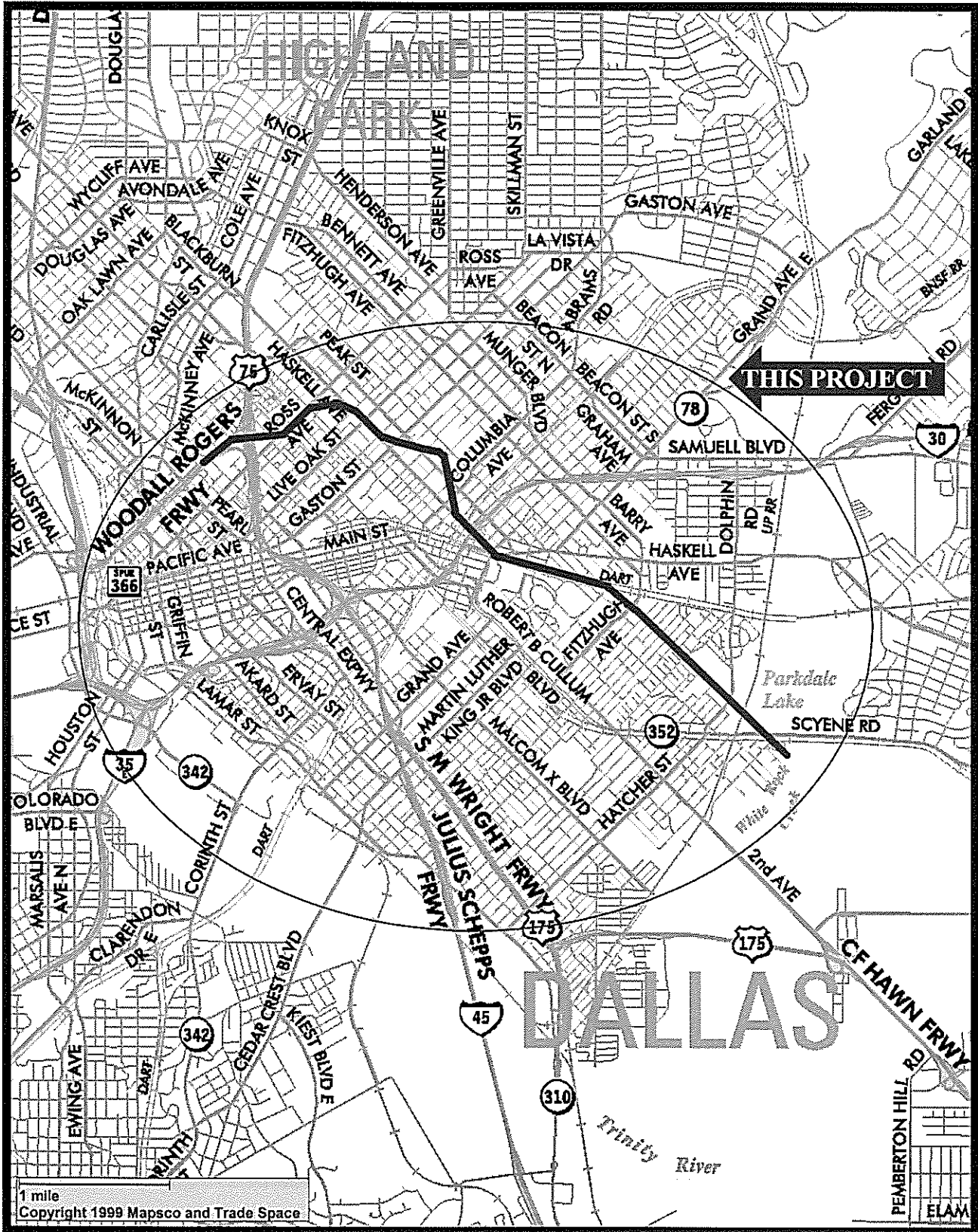
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Steel Inspectors of Texas	WMDB73989N1116	\$21,600.00	28.10%
Total Minority - Non-local		\$21,600.00	28.10%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$2,618,020.00	97.43%	\$2,618,020.00	94.72%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$69,100.00	2.57%	\$69,100.00	2.50%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$21,600.00	0.78%
Total	\$2,687,120.00	100.00%	\$2,708,720.00	98.00%

Mill Creek Tunnel



Mapsco 45, 46, 47

April 13, 2016

WHEREAS, on June 13, 2007, Resolution No. 07-1833 authorized professional services contracts with four engineering firms, including Halff Associates, Inc., to provide program management and engineering design of major flood management and storm drainage projects; and,

WHEREAS, on March 25, 2009, Resolution No. 09-0835 authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis for drainage relief for Mill Creek Phase I, and Middle Peaks Branch, Phases I and II, for scope of works to develop and update master drainage plans for Mill Creek and Middle Peaks Branch, including design of the Mill Creek, Phase II system; and,

WHEREAS, on January 11, 2012, Resolution No. 12-0136 authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc. to provide additional scope of work for design and analysis for drainage relief for the State-Thomas area, and for additional survey and right-of-way services for required property acquisition; and,

WHEREAS, on July 25, 2014, Administrative Action No. 14-6555 authorized Supplemental Agreement No. 3 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis of water and wastewater main replacements in Carroll Avenue from Junius Street to Victor Street; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0123 authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc. to provide for additional scope of work for design of water and wastewater facilities and right-of-way acquisition support during design; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0120 authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase; and,

WHEREAS, this project requires specialized construction materials testing services for performing field or laboratory analyses for soil, concrete, air, and water testing, seismic, noise and light monitoring and other necessary services, it is now necessary to authorize a professional services contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project.

April 13, 2016

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to enter into a contract with Alliance Geotechnical Group, Inc. for construction materials testing services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project in an amount not to exceed \$2,764,000, after it has been approved as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Flood Protection and Storm Drainage Facilities Fund	
Fund 3T23, Department TWM, Unit T525, Act. SDRS	
Obj. 4111, Program #TW06T525, CT TWM06T525G2	
Vendor #338366, in an amount not to exceed	\$2,764,000.00

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 2, 7, 14
DEPARTMENT: Trinity Watershed Management
CMO: Mark McDaniel, 670-3256
MAPSCO: 45D 45H 46E 46J 46K 46L 46M 47N

SUBJECT

Authorize a professional services contract with Black & Veatch Corporation for construction management services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$17,350,000 - Financing: 2006 Bond Funds

BACKGROUND

The 2006 and 2012 Bond Programs provided funding for design and construction of storm drainage relief improvements for the Mill Creek / Peaks Branch / State-Thomas watersheds. This project is a deep underground storm drainage tunnel that will provide drainage and flooding relief to the lower areas of the Mill Creek watershed (around Baylor Hospital), Peaks Branch watershed (south of Buckner Park), and East Peaks Branch watershed (around Fair Park area). It will also provide drainage relief to the Woodall Rodgers area in the State-Thomas area.

The drainage relief tunnel project consists of approximately five miles of thirty-foot diameter storm drainage tunnel that is between seventy-five and one hundred fifty feet deep. The project includes an outfall structure on White Rock Creek and five intake shafts that will connect to existing storm drainage systems and collect overland floodwaters during heavy rain events. The project also includes street and surface drainage improvements at the intake and outfall sites.

In 2007, Council authorized a professional services contract to study and design drainage relief improvements to reduce flooding in the lower portions of the Mill Creek and Middle Peaks Branch watersheds. In 2009, Council authorized a change of alignment of both Mill Creek and Peaks Branch drainage relief systems that provided a deep underground tunnel that will drain both watersheds into Lower White Rock Creek.

BACKGROUND (Continued)

In 2012, Council authorized extending the tunnel to the State-Thomas area to reduce flooding in the State-Thomas and Uptown areas. In 2015, Council authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. to provide preliminary construction management services during the design phase, including a constructability review and reviews of construction costs and schedule. This contract was terminated at the end of the construction advertisement/bidding phase in March 2016.

The construction of the tunnel will utilize a tunnel boring machine and requires specialized construction management services due to the complexity and sophistication of tunnel construction. The construction manager will minimize the project risk and serve as an extension of City staff to provide professional supervision and experienced inspection of the construction.

This action authorizes a professional services contract with Black & Veatch Corporation to provide construction management services during construction including field inspection, administration, and project coordination during the construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2007
Completed Design	September 2015
Begin Construction	May 2016
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Halff Associates, Inc., for engineering design on June 13, 2007, by Resolution No. 07-1833.

Briefed the Council on alternate combined drainage tunnel alignment for both Mill Creek and Peaks Branch on August 6, 2008.

Authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc., for additional engineering design on March 25, 2009, by Resolution No. 09-0835.

Briefed Council on the State-Thomas tunnel extension to the Mill Creek and Peaks Branch drainage relief tunnel on January 4, 2012.

Authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 11, 2012, by Resolution No. 12-0136.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS (Continued)

Authorized Supplemental Agreement No. 4 to the professional services contract with Half Associates, Inc., for additional engineering design on January 14, 2015, by Resolution No. 15-0123.

Authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase on January 14, 2015, by Resolution No. 15-0120.

Briefed Council on the project status and the evaluation of the construction bid tabulation on February 17, 2016.

Information about this item will be presented to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$17,350,000

Construction Management (this action)	\$17,350,000
Design	\$22,119,988
Preliminary Construction Management	\$1,215,000
Construction Materials Testing	\$2,764,000
Construction	<u>\$209,894,515</u>
Total Project Cost	\$253,343,503

<u>Council District</u>	<u>Amount</u>
2	\$4,684,500
7	\$7,807,500
14	<u>\$4,858,000</u>
Total	\$17,350,000

M/WBE INFORMATION

See attached

ETHNIC COMPOSITION

Black & Veatch Corporation

Hispanic Female	91	Hispanic Male	157
African-American Female	116	African-American Male	129
Other Female	116	Other Male	324
White Female	1285	White Male	3466

OWNER

Black & Veatch Corporation

Cindy Wallis-Lage, President, Black & Veatch Corporation Water

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Black & Veatch Corporation for construction management services during the construction phase of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$17,350,000 - Financing: 2006 Bond Funds

Black & Veatch is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$17,350,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$17,350,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
K Strategies Group	BFDB06673Y0317	\$260,250.00	1.50%
CMTS, LLC.	BMDB05598Y8016	\$1,245,730.00	7.18%
Arredondo, Zepeda & Brunz, LLC	HMDB52665Y0616	\$1,960,550.00	11.30%
2M Associates	IMDB36537Y0716	\$1,212,765.00	6.99%
Total Minority - Local		\$4,679,295.00	26.97%

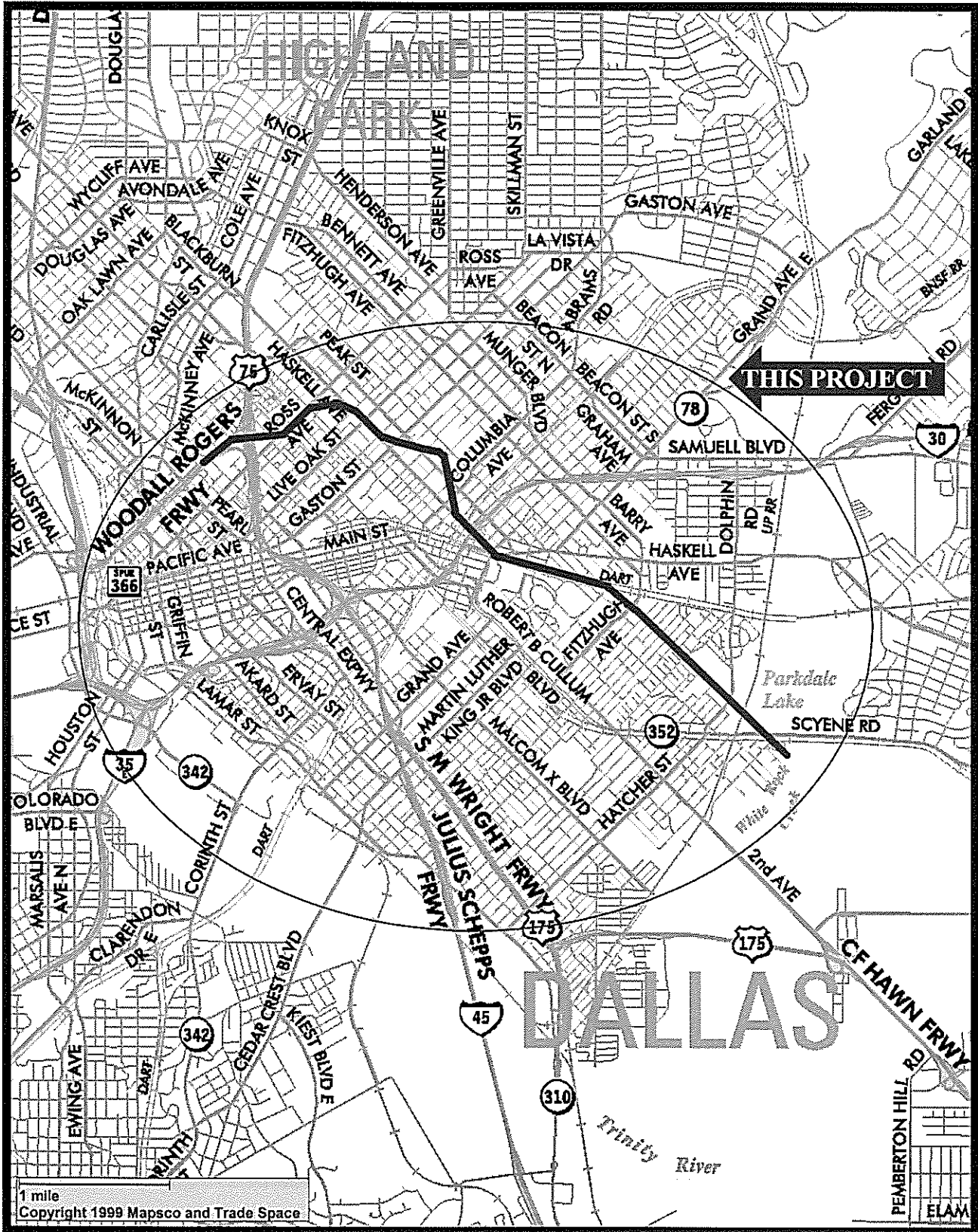
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$1,505,980.00	8.68%	\$1,505,980.00	8.68%
Hispanic American	\$1,960,550.00	11.30%	\$1,960,550.00	11.30%
Asian American	\$1,212,765.00	6.99%	\$1,212,765.00	6.99%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$4,679,295.00	26.97%	\$4,679,295.00	26.97%

Mill Creek Tunnel



Mapsco 45, 46, 47

April 13, 2016

WHEREAS, on June 13, 2007, Resolution No. 07-1833 authorized professional services contracts with four engineering firms, including Halff Associates, Inc., to provide program management and engineering design of major flood management and storm drainage projects; and,

WHEREAS, on March 25, 2009, Resolution No. 09-0835 authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis for drainage relief for Mill Creek Phase I, and Middle Peaks Branch, Phases I and II, for scope of works to develop and update master drainage plans for Mill Creek and Middle Peaks Branch, including design of the Mill Creek, Phase II system; and,

WHEREAS, on January 11, 2012, Resolution No. 12-0136 authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc. to provide additional scope of work for design and analysis for drainage relief for the State-Thomas area, and for additional survey and right-of-way services for required property acquisition; and,

WHEREAS, on July 25, 2014, Administrative Action No. 14-6555 authorized Supplemental Agreement No. 3 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis of water and wastewater main replacements in Carroll Avenue from Junius Street to Victor Street; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0123 authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc. to provide for additional scope of work for design of water and wastewater facilities and right-of-way acquisition support during design; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0120 authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase; and,

WHEREAS, this project requires specialized construction management services due to the complexity and sophistication of tunnel construction, it is now necessary to authorize a professional services contract with Black & Veatch Corporation for construction management services during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project.

April 13, 2016

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to enter into a contract with Black & Veatch Corporation for construction management services for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project in an amount not to exceed \$17,350,000, after it has been approved as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to distribute funds in accordance with the terms and conditions of the contract from:

Flood Protection and Storm Drainage Facilities Fund	
Fund 3T23, Department TWM, Unit T525, Act. SDRS	
Obj. 4111, Program #PB06T525, CT TWM06T525G1	
Vendor #520478, in an amount not to exceed	\$17,350,000

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 1
DEPARTMENT: Trinity Watershed Management
CMO: Mark McDaniel, 670-3256
MAPSCO: 43Y & Z

SUBJECT

Authorize a contract with RKM Utility Services, Inc., lowest responsive bidder of three, for the construction of stormwater drainage improvements, partial street reconstruction and channel improvements for the Bahama Drive Relief System – Not to exceed \$1,783,440 – Financing: 2006 Bond Funds (\$1,318,489) and 2012 Bond Funds (\$464,951)

BACKGROUND

The 2012 Bond Program funded the design and construction of the Bahama Drive relief system to alleviate localized street flooding and drainage improvements to the neighborhood located along Bahama Drive from Wedglea Drive north to about 200 feet south of Fort Worth Avenue. The City contracted with Charles Gojer & Associates, Inc in January, 2014 to design and prepare construction plans. During in-house technical review, it became apparent that the project, as originally scoped, would not effectively address the identified drainage issues along Bahama Drive. The project was extended north to capture runoff from Fort Worth Drive to eliminate excess surface water flow and ponding along Bahama Drive. The project includes construction of concrete drainage pipe to augment the existing system, along with partial street reconstruction and channel improvements along Bahama Drive in West Dallas.

The 2006 Bond Program included funding for design and construction of drainage improvements in the Zang-Illinois (Wynnewood) commercial area to augment existing undersized storm drainage. The property owners declined to provide the necessary easements to allow construction. Therefore, the funding for this project will be applied to other projects in this district.

This action authorizes a contract with RKM Utility Services, Inc., lowest responsive bidder of three, for the construction of the Bahama Drive Relief System Improvements Project.

ESTIMATED SCHEDULE OF PROJECT

Began Design	March 2014
Completed Design	October 2015
Begin Construction	May 2016
Complete Construction	December 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a Professional Services contract for engineering services on January 8, 2014, by Resolution No.14-0122.

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$1,318,489.31
2012 Bond Funds - \$464,950.69

Design	\$ 180,470.00
Supplemental Agreement No. 1	\$ 33,500.00
Supplemental Agreement No. 2	\$ 11,500.00
Construction (this action)	<u>\$1,783,440.00</u>
Total Project Cost	\$2,008,910.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

RKM Utility Services, Inc.

Hispanic Female	4	Hispanic Male	290
African-American Female	0	African-American Male	55
Other Female	0	Other Male	0
White Female	7	White Male	75

BID INFORMATION

The following bids were received and opened on January 8, 2016:

*Denotes successful bidder(s)

BIDDERS

BID AMOUNT

*RKM Utility Services 1805 Royal Lane, Ste. 107 Dallas, Texas 75229	\$1,783,440.00
Flow Line Construction, Inc.	\$1,812,701.00
Jeske Construction Company	\$2,181,639.00

Engineer's estimate - \$1,824,889.00

OWNER(S)

RKM Utility Services, Inc.

Ryan Dowdy, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract with RKM Utility Services, Inc., lowest responsive bidder of three, for the construction of stormwater drainage improvements, partial street reconstruction and channel improvements for the Bahama Drive Relief System – Not to exceed \$1,783,440 – Financing: 2006 Bond Funds (\$1,318,489) and 2012 Bond Funds (\$464,951)

RKM Utility Services is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,749,488.40	98.10%
Total non-local contracts	\$33,951.60	1.90%
TOTAL CONTRACT	\$1,783,440.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Duran Industries	HMDB6628761016	\$412,786.70	23.59%
Total Minority - Local		\$412,786.70	23.59%

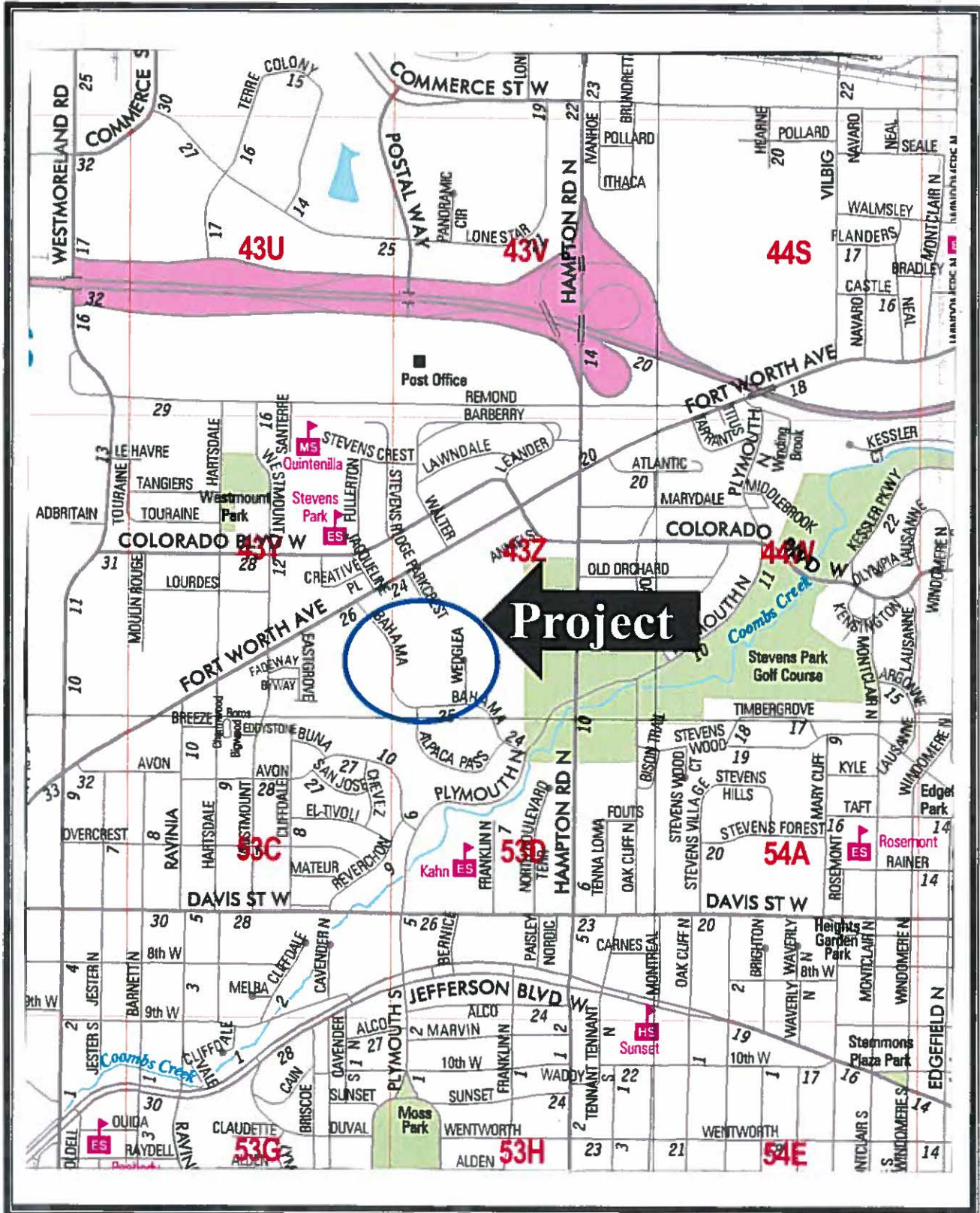
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Buyers Barricades	WFDB24016Y0516	\$33,951.60	100.00%
Total Minority - Non-local		\$33,951.60	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	\$412,786.70	23.59%	\$412,786.70	23.15%
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%	\$33,951.60	1.90%
Total	\$412,786.70	23.59%	\$446,738.30	25.05%

BAHAMA DRIVE RELIEF SYSTEM



MAPSCO 43Y, Z

April 13, 2016

WHEREAS, on January 8, 2014, Resolution No. 14-0122 authorized a professional services contract for engineering services with Charles Gojer & Associates in an amount not to exceed \$180,470.00; and,

WHEREAS, on December 5, 2014, Administrative Action No. 15-0075 authorized Supplemental Agreement No. 1 to the professional services contract with Charles Gojer & Associates for additional stormwater outfall design, property easement survey and a limited environmental assessment in an amount not to exceed \$33,500.00, increasing the contract from \$180,470.00 to \$213,970.00; and,

WHEREAS, on September 8, 2015, Administrative Action No. 15-1722 authorized Supplemental Agreement No. 2 to the professional services contract with Charles Gojer & Associates for additional stormwater design and boundary survey in an amount not to exceed \$11,500.00, increasing the contract from \$213,970.00 to \$225,470.00; and,

WHEREAS, bids were received on January 8, 2016, for the Bahama Drive Relief System as follows:

RKM Utility Services, Inc.	\$1,783,440.00
Flow Line Construction Services	\$1,812,701.00
Jeske Construction Company	\$2,181,639.00

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to execute a contract with RKM Utility Services, Inc., lowest responsive bidder of three, for the stormwater drainage improvements, partial street reconstruction and channel improvements at the Bahama Drive Relief System in an amount not to exceed \$1,783,440.00, this being the lowest responsive bid received as indicated by the tabulation of bids, after it has been approved as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Flood Protection and Storm Drainage Facilities
Fund 3U23, Dept. TWM, Unit S765, Activity SDRS
Object 4599, Program No. TW12S765, CT TWM12S765F1
Vendor No. VS0000026242, in an amount not to exceed \$ 464,950.69

April 13, 2016

Flood Protection and Storm Drainage Facilities
Fund 8T23, Dept. TWM, Unit S765, Activity SDRS
Object 4599, Program No. TW12S765, CT TWM12S765F1
Vendor No. VS0000026242, in an amount not to exceed \$1,318,489.31

Total amount not to exceed \$1,783,440.00

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: April 13, 2016

COUNCIL DISTRICT(S): 2, 7, 14

DEPARTMENT: Trinity Watershed Management
Water Utilities

CMO: Mark McDaniel, 670-3256

MAPSCO: 45D 45H 46E 46J 46K 46L 46M 47N

SUBJECT

Authorize Supplemental Agreement No. 5 to the contract with Halff Associates, Inc. for design and analysis of drainage relief for Mill Creek, Peaks Branch, and State-Thomas areas, for additional scope of work for engineering design services required during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$6,126,500, from \$15,993,488 to \$22,119,988 - Financing: 2006 Bond Funds (\$6,105,000) and Water Utilities Capital Improvement Funds (\$21,500)

BACKGROUND

The 2006 and 2012 Bond Programs provided funding for design and construction of storm drainage relief improvements for the Mill Creek / Peaks Branch / State-Thomas watersheds. This project is a deep underground storm drainage tunnel that will provide drainage and flooding relief to the lower areas of the Mill Creek watershed (around Baylor Hospital), Peaks Branch watershed (south of Buckner Park), and East Peaks Branch watershed (around Fair Park area). It will also provide drainage relief to the Woodall Rodgers area in the State-Thomas area.

The drainage relief tunnel project consists of approximately five miles of thirty-foot diameter storm drainage tunnel that is between seventy-five and one hundred fifty feet deep. The project includes an outfall structure on White Rock Creek and five intake shafts that will connect to existing storm drainage systems and collect overland floodwaters during heavy rain events. The project also includes street and surface drainage improvements at the intake and outfall sites.

On June 13, 2007, Council authorized a professional services contract with Halff Associates, Inc., for the design of drainage relief improvements to reduce flooding in the lower portions of the Mill Creek and Middle Peaks Branch watersheds.

BACKGROUND (Continued)

Supplemental Agreement No. 1 authorized a change of alignment of both Mill Creek and Peaks Branch drainage relief systems that provided a deep tunnel that will drain both watersheds into Lower White Rock Creek and provided for the design of drainage relief improvements for Mill Creek, Phase II, which extends flooding protection through Fair Park to the Baylor Hospital and Buckner Park areas. Supplemental Agreement No. 2 provided for engineering design of the deep drainage tunnel extension to the State-Thomas area to reduce flooding in the State-Thomas and Uptown areas. Supplemental Agreement No. 3 provided for additional scope of work to design upgrades to water and wastewater facilities in the tunnel project area. Supplemental Agreement No. 4 provided for additional scope of work to design water and wastewater facilities related to the drainage tunnel and right-of-way acquisition support during design.

This action authorizes Supplemental Agreement No. 5 which provides for engineering design services required during construction including reviews of contractor submittals and RFIs, evaluations of contractor-proposed changes, and preparation of as-built drawings.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2007
Completed Design	September 2015
Begin Construction	May 2016
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Halff Associates, Inc., for engineering design on June 13, 2007, by Resolution No. 07-1833.

Briefed Council on alternate combined drainage tunnel alignment for both Mill Creek and Peaks Branch on August 6, 2008.

Authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc., for additional engineering design on March 25, 2009, by Resolution No. 09-0835.

Briefed Council on the State-Thomas tunnel extension to the Mill Creek and Peaks Branch drainage relief tunnel on January 4, 2012.

Authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 11, 2012, by Resolution No. 12-0136.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (Continued)

Authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 14, 2015, by Resolution No. 15-0123.

Authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase on January 14, 2015, by Resolution No. 15-0120.

Briefed the Council on the project status and the evaluation of the construction bid tabulation on February 17, 2016.

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$6,105,000
Water Utilities Capital Improvement Funds - \$21,500

Design	
Original contract	\$8,571,100
Supplemental Agreement No. 1	\$3,225,500
Supplemental Agreement No. 2	\$2,602,200
Supplemental Agreement No. 3	\$45,088
Supplemental Agreement No. 4	\$1,549,600
Supplemental Agreement No. 5 (this action)	<u>\$6,126,500</u>
Total Design	\$22,119,988
Construction	\$209,894,515
Construction Management	\$18,565,000
Construction Materials Testing	<u>\$2,764,000</u>
Total Project Cost	\$253,343,503

<u>Council District</u>	<u>Amount</u>
2	\$1,654,160
7	\$2,756,920
14	<u>\$1,715,420</u>
Total	\$6,126,500

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Halff Associates, Inc.

Hispanic Female	20	Hispanic Male	75
African-American Female	7	African-American Male	12
Other Female	6	Other Male	12
White Female	91	White Male	294

OWNER

Halff Associates, Inc.

Walter Skipwith, P.E., Chairman
Pat Kunz, P.E., President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 5 to the contract with Halff Associates, Inc. for design and analysis of drainage relief for Mill Creek, Peaks Branch, and State-Thomas areas, for additional scope of work for engineering design services required during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Not to exceed \$6,126,500, from \$15,993,488 to \$22,119,988 - Financing: 2006 Bond Funds (\$6,105,000) and Water Utilities Capital Improvement Funds (\$21,500)

Halff Associates, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$4,749,000.00	77.52%
Non-local contracts	\$1,377,500.00	22.48%
TOTAL THIS ACTION	\$6,126,500.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
HVJ Associates, Inc.	BMMB61733N0516	\$100,000.00	2.11%
Charles Gojer & Associates	HMDB92968Y0616	\$200,000.00	4.21%
Gupta & Associates Inc.	PMMB62419Y0716	\$150,000.00	3.16%
Garcia Land Data	PMMB85718N0617	\$115,000.00	2.42%
Nathan D Maier Consulting	WFWB62783Y0816	\$655,000.00	13.79%
Total Minority - Local		\$1,220,000.00	25.69%

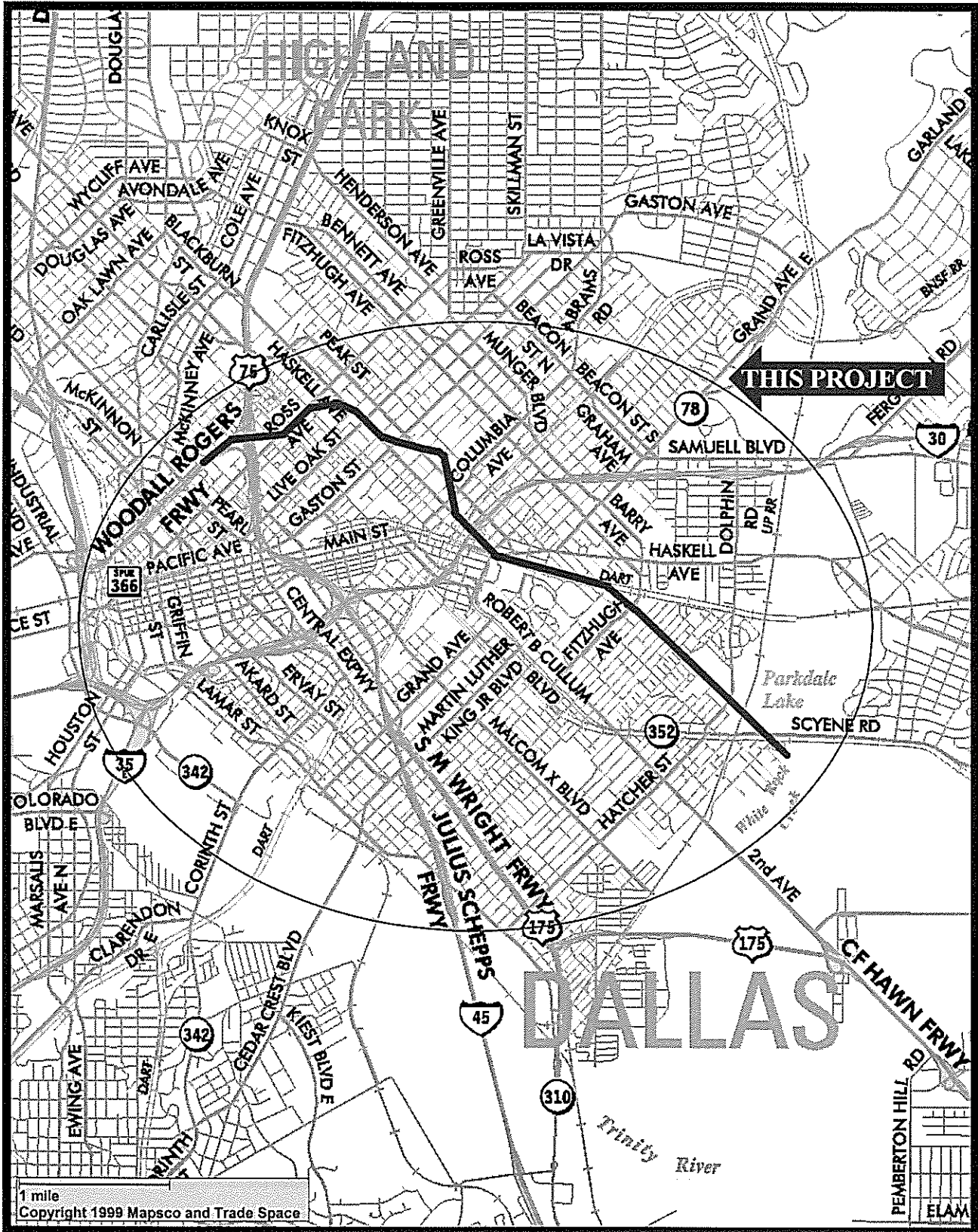
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$100,000.00	1.63%	\$406,740.00	1.84%
Hispanic American	\$200,000.00	3.26%	\$1,988,602.68	8.99%
Asian American	\$265,000.00	4.33%	\$782,847.68	3.54%
Native American	\$0.00	0.00%	\$516,000.00	2.33%
WBE	\$655,000.00	10.69%	\$2,195,700.00	9.93%
Total	<u>\$1,220,000.00</u>	<u>19.91%</u>	<u>\$5,889,890.36</u>	<u>26.63%</u>

Mill Creek Tunnel



Mapsco 45, 46, 47

April 13, 2016

WHEREAS, on June 13, 2007, Resolution No. 07-1833 authorized professional services contracts with four engineering firms, including Halff Associates, Inc., to provide program management and engineering design of major flood management and storm drainage projects; and,

WHEREAS, on March 25, 2009, Resolution No. 09-0835 authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis for drainage relief for Mill Creek Phase I, and Middle Peaks Branch, Phases I and II, for additional scope of work to develop and update master drainage plans for Mill Creek and Middle Peaks Branch, including design of the Mill Creek, Phase II system; and,

WHEREAS, on January 11, 2012, Resolution No. 12-0136 authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc. to provide additional scope of work for design and analysis for drainage relief for the State-Thomas area, and for additional survey and right-of-way services for required property acquisition; and,

WHEREAS, on July 25, 2014, Administrative Action No. 14-6555 authorized Supplemental Agreement No. 3 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis of water and wastewater main replacements in Carroll Avenue from Junius Street to Victor Street; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0123 authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc. to provide for additional scope of work for design of water and wastewater facilities and right-of-way acquisition support during design; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0120 authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase; and,

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 5 to the professional services contract with Halff Associates, Inc. to provide for engineering design services required during construction including reviews of contractor submittals, evaluations of contractor-proposed changes, and preparation of as-built drawings.

April 13, 2016

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to execute Supplemental Agreement No. 5 to the contract with Halff Associates, Inc. for engineering design services required (including reviews of contractor submittals and RFIs, evaluations of contractor-proposed changes, and preparation of as-built drawings) during construction of the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel in an amount not to exceed \$6,126,500, increasing the contract from \$15,993,488, to \$22,119,988 after it has been approved as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Flood Protection and Storm Drainage Facilities Fund Fund 3T23, Department TWM, Unit T525, Act. SDRS Obj. 4111, Program #PB06T536, CT PBW06T523I1 Vendor #089861, in an amount not to exceed	\$6,105,000
Wastewater Capital Improvement Fund Fund 2116, Department DWU, Unit PS42 Obj. 4111, Program #714076, CT DWU714076CPA Vendor #089861, in an amount not to exceed	<u>\$ 21,500</u>
Total	\$6,126,500

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Trinity Watershed Management
CMO: Mark McDaniel, 670-3256
MAPSCO: 43 D

SUBJECT

Ratify emergency erosion repair services to the Upper East Sump - Moir Watershed Services, L.L.C. - Not to exceed \$106,100 - Financing: Stormwater Drainage Management Current Funds

BACKGROUND

This action will ratify emergency repair services necessitated by recent rain events. The rain events over the last several months created approximately nine sump and six levee slides to various degrees that compromised the flood protection for the City and put an enormous strain on maintenance staff.

It was necessary to augment the maintenance staff's effort to achieve repair of the Hampton Sump in order to maintain and continue flood control operations. Moir Watershed Services, LLC performed this critical maintenance to ensure adequate flood protection for both residential and commercial property.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information regarding this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

Stormwater Drainage Management Current Funds - \$106,100

OWNER(S)

Moir Watershed Services, L.L.C.

James Moir, President

April 13, 2016

WHEREAS, in October 2015 the Dallas/Fort Worth area experienced historic amounts of rainfall; and,

WHEREAS, rainfall continued into November 2015; and,

WHEREAS, erosion was possible for the Hampton Sump's slope slide and existing drainage correction; and,

WHEREAS, the City now desires ratification by the City Council of this expenditure under the Charter of the City of Dallas.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the emergency erosion repair services for the Upper East Sump's slope slide and existing drainage correction from Moir Watershed Services L.L.C. (VS0000071835), in the amount of \$106,100.00 is hereby ratified as an emergency expenditure.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriation in an amount not to exceed \$106,100.00:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>ENCUMBRANCE</u>
0061	SDM	4792	3099	\$106,100.00	SDM4792BM55

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: April 13, 2016

COUNCIL DISTRICT(S): 6, 10

DEPARTMENT: Water Utilities
Trinity Watershed Management

CMO: Mark McDaniel, 670-3256

MAPSCO: 17 W 44 F

SUBJECT

Authorize a professional services contract with Halff Associates, Inc. to provide architectural and engineering services for the design of improvements at 12000 Greenville Avenue for Dallas Water Utilities and at 2255 Irving Boulevard for Trinity Watershed Management Department - Not to exceed \$2,221,743 - Financing: Stormwater Drainage Management Capital Construction Funds (\$1,031,738) and Water Capital Improvement Funds (\$1,190,005)

BACKGROUND

On March 26, 2014, the City Council authorized a professional services contract with Halff Associates, Inc. to provide programming for Dallas Water Utilities and site master planning for the Trinity Watershed Management Department's Flood Control and City-Wide Interior Drainage Division. This effort produced strategies for departmental space planning and reduction for both departments.

This action will provide master planning, space programming, and horizontal and vertical design. Dallas Water Utilities will utilize the contract for the design of a new building and renovation of an existing building at 12000 Greenville Avenue for its Meter Operations Division. The design will allow Dallas Water Utilities to vacate a portion of its land at the Southeast Service Center and provide for a future City of Dallas facility.

The Trinity Watershed Management Department will utilize the contract to design a new building at 2255 Irving Boulevard to replace the existing 1940s-era building, which is occupied by the Flood Control and City-Wide Interior Drainage Division, and has a number of safety, flooding, structural, and environmental issues. This proposed building would be located at the existing site.

The estimated construction cost associated with these design projects is \$14,000,000.

ESTIMATED SCHEDULE OF PROJECT

Began Study	April 2014
Completed Study	October 2014
Begin Design	May 2016
Complete Design	May 2017
Begin Construction	May 2017
Complete Construction	September 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Halff Associates, Inc. to provide (1) architectural and engineering services for the design of roof and HVAC systems; and (2) a space utilization study for the Trinity Watershed Management Department on March 26, 2014, by Resolution No. 14-0523.

Information about this item will be provided to the Transportation & Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

\$1,190,004.55 - Water Utilities Capital Improvement Funds
\$1,031,737.77 - Stormwater Drainage Management Capital Construction Funds

Space Utilization Study	\$ 70,000.00
Design (this action)	<u>\$2,221,742.32</u>
Total Project Cost	\$2,291,742.32

<u>Council District</u>	<u>Amount</u>
6	\$1,190,004.55
10	<u>\$1,031,737.77</u>
Total	\$2,221,742.32

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Half Associates, Inc.

Hispanic Female	6	Hispanic Male	18
Black Female	5	Black Male	8
Other Female	3	Other Male	7
White Female	42	White Male	134

OWNER

Half Associates, Inc.

Patrick Kunz, P.E., President

MAPS

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Halff Associates, Inc. to provide architectural and engineering services for the design of improvements at 12000 Greenville Avenue for Dallas Water Utilities and at 2255 Irving Boulevard for Trinity Watershed Management Department - Not to exceed \$2,221,743 - Financing: Stormwater Drainage Management Capital Construction Funds (\$1,031,738) and Water Capital Improvement Funds (\$1,190,005)

Halff Associates, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-consultants.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$2,150,122.59	96.78%
Total non-local contracts	\$71,619.73	3.22%
TOTAL CONTRACT	\$2,221,742.32	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
HVJ Associates, Inc.	BMMB61733N0516	\$107,028.34	4.98%
SIGMA Environmental Solutions, Inc.	BMMB60150N0215	\$55,000.00	2.56%
Meza Engineering, Inc.	HMDB32779Y0716	\$241,000.00	11.21%
Garcia Land Data	HMMB64109N0217	\$40,300.00	1.87%
BNA Xenco	HMMB63633Y1116	\$12,000.00	0.56%
TMBP-Click, Inc.	NMMB97204N0717	\$139,000.00	6.46%
Total Minority - Local		\$594,328.34	27.64%

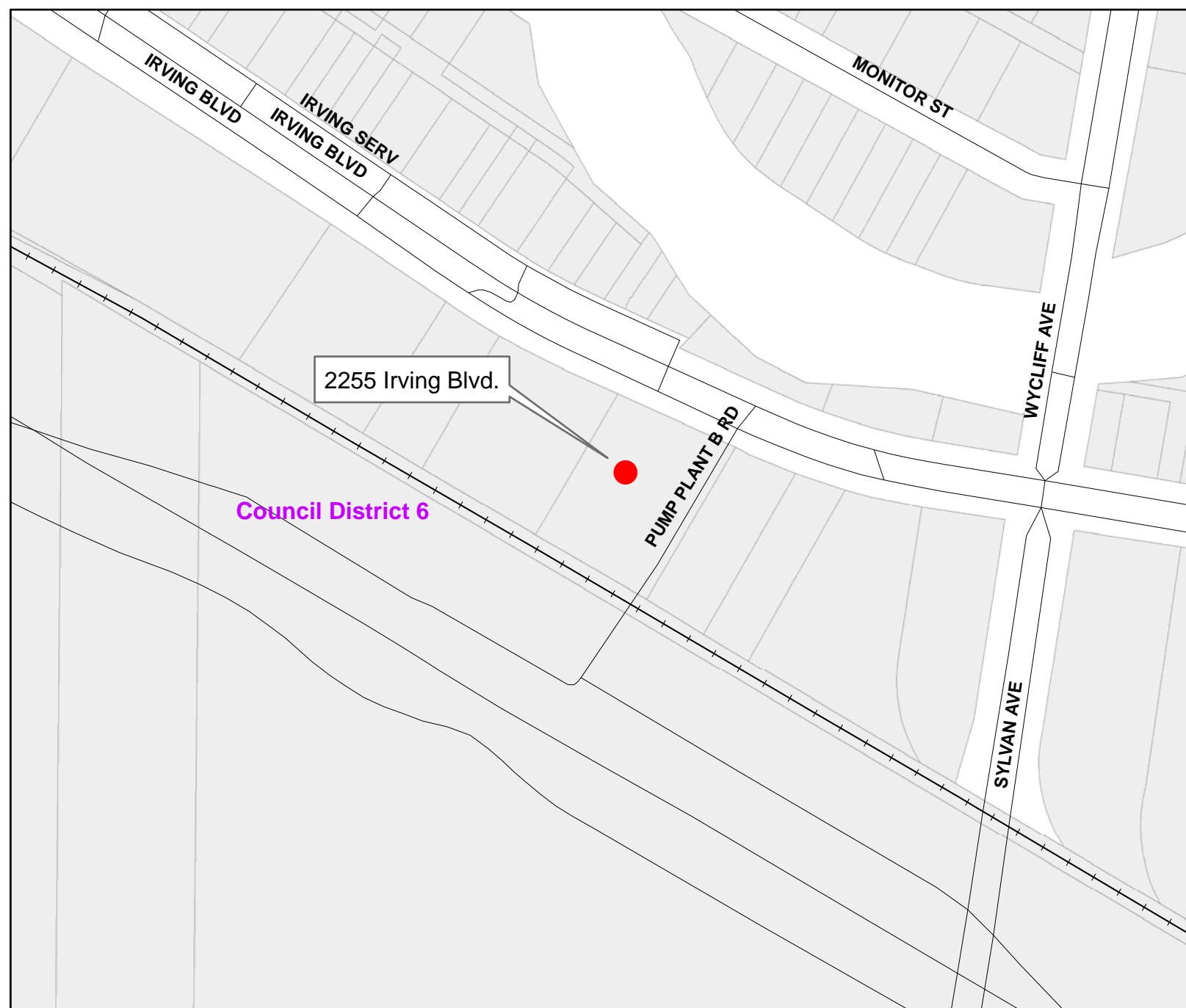
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Apex Cost Consultants, Inc., dba EudaCorp	BMDB64599Y0316	\$71,619.73	100.00%
Total Minority - Non-local		\$71,619.73	100.00%

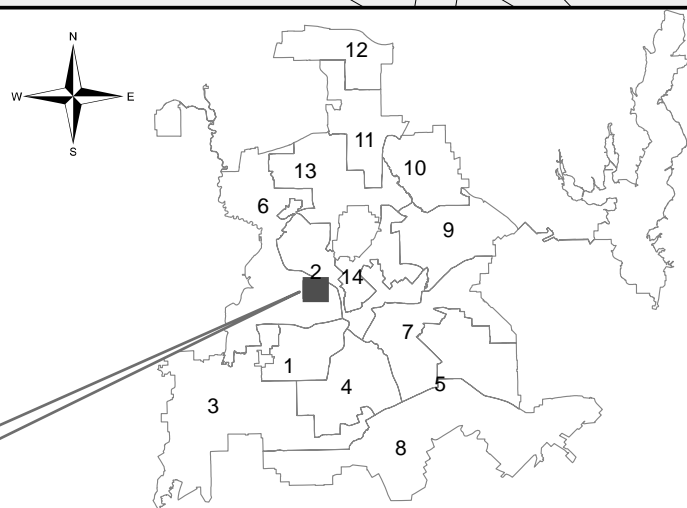
BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY
Page 2

TOTAL M/WBE CONTRACT PARTICIPATION

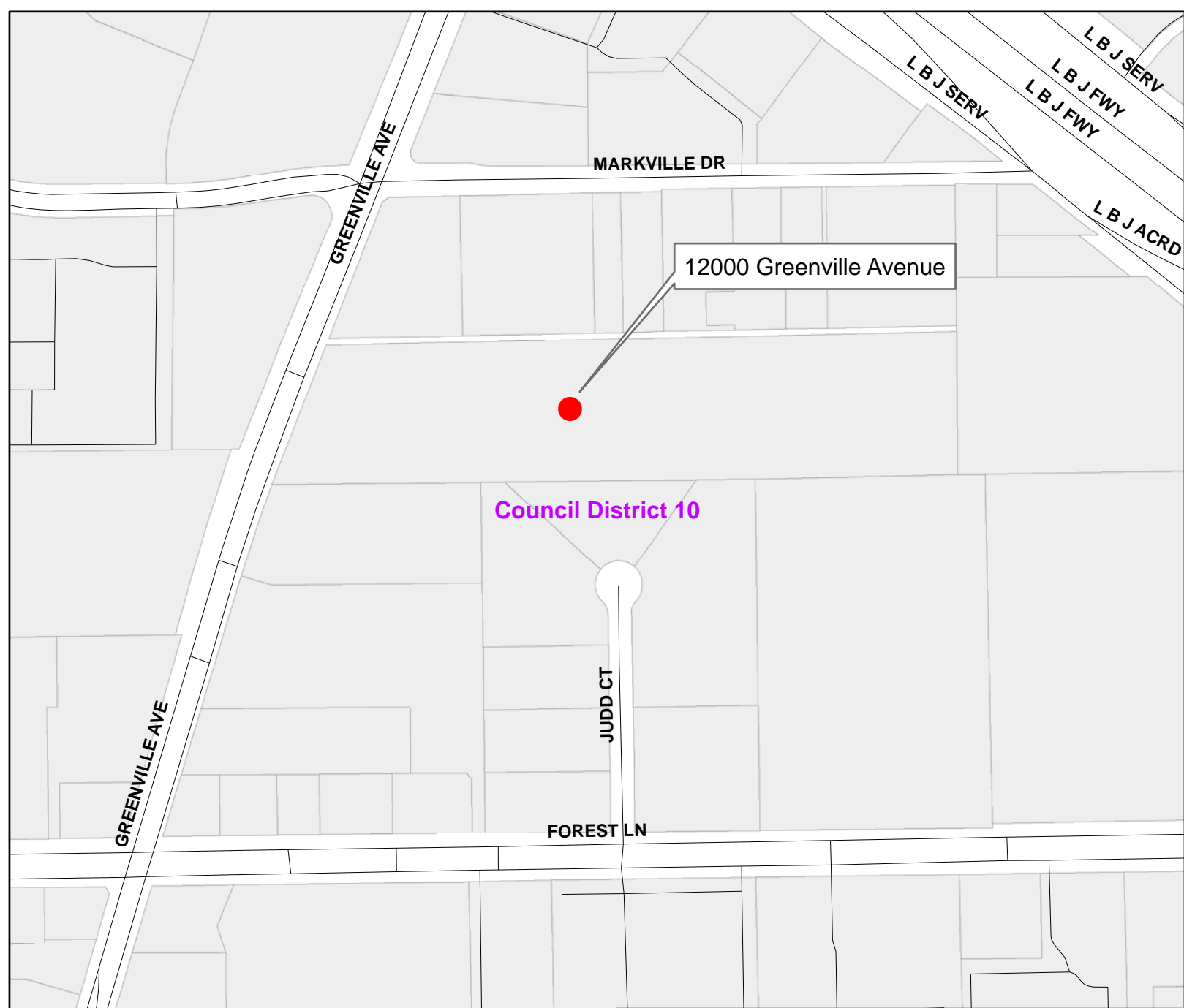
	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$162,028.34	7.54%	\$233,648.07	10.52%
Hispanic American	\$293,300.00	13.64%	\$293,300.00	13.20%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$139,000.00	6.46%	\$139,000.00	6.26%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	<u>\$594,328.34</u>	<u>27.64%</u>	<u>\$665,948.07</u>	<u>29.97%</u>



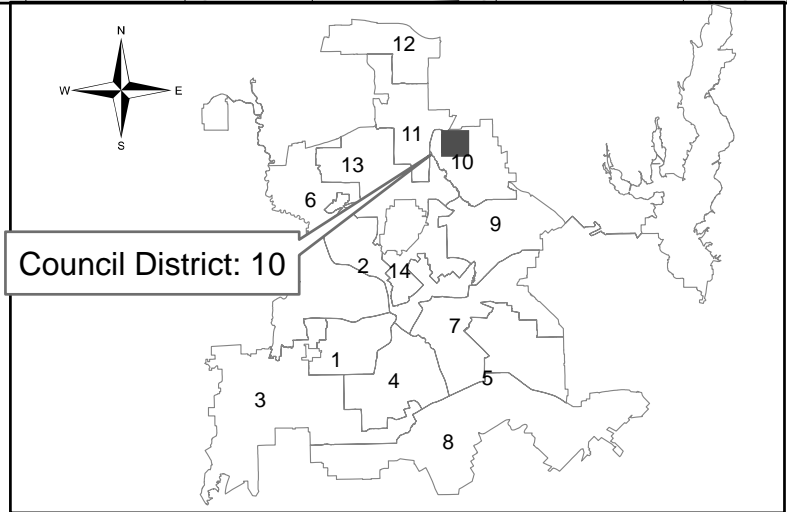
Mapsc0: 44 F



Trinity Watershed Management Department
Contract No. 15-045/046E
Engineering Design Services
2255 Irving Boulevard



Mapsc0: 17 W



Dallas Water Utilities
Contract No. 15-045/046E
Engineering Design Services
12000 Greenville Avenue

April 13, 2016

WHEREAS, in order to resolve space issues at the Southeast Service Center, Dallas Water Utilities needs to utilize City of Dallas property at 12000 Greenville Avenue to design and construct a Meter Operations Center; and,

WHEREAS, a new facility is needed at 2255 Irving Boulevard for the Trinity Watershed Management Department's Flood Control and City-Wide Interior Drainage Division to protect City employees and equipment; and,

WHEREAS, Halff Associates, Inc., 1201 North Bowser Road, Richardson, Texas 75081, has submitted an acceptable proposal to provide these engineering services.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the proposal submitted by Halff Associates, Inc. in the amount of \$2,221,742.32 be approved and the consultant be authorized to perform the required engineering services.

Section 2. That the City Manager is hereby authorized to enter into a contract with Halff Associates, Inc. to provide architectural and engineering services for the design of improvements at 12000 Greenville Avenue for Dallas Water Utilities and at 2255 Irving Boulevard for Trinity Watershed Management Department, after having approval of the contract documents by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,221,742.32 from the Storm Drainage Management Capital Construction Fund and 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>
0063	SDM	4793	4111	SDMFC005	SDMFC005F01	089861

Halff Associates, Inc. - (Contract No. 15-045E) - \$1,031,737.77

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
3115	DWU	PW60	4111	715045	CT-DWU715045CP	089861

Halff Associates, Inc. - (Contract No. 15-045E) - \$1,190,004.55

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: April 13, 2016
COUNCIL DISTRICT(S): 4, 8
DEPARTMENT: Water Utilities
CMO: Mark McDaniel, 670-3256
MAPSCO: 56 J 79 C D

SUBJECT

Authorize an increase in the contract with Archer Western Construction, LLC for additional construction services associated with solids handling improvements at the Central Wastewater Treatment Plant and the Southside Wastewater Treatment Plant - Not to exceed \$203,000, from \$6,359,750 to \$6,562,750 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

Solids produced during the wastewater treatment process at both of the City's wastewater treatment plants are consolidated and disposed of at the Southside Wastewater Treatment Plant. Proper handling of these solids is important in reducing operation and maintenance costs, minimizing odors, and maximizing the amount of methane produced for use in the Southside cogeneration facility. The 2010 Wastewater Treatment Facilities Strategic Plan identified several solids process improvements, which when implemented, would significantly improve maintenance and operations in these areas. On December 10, 2014, the City Council authorized a contract with Archer Western Construction, LLC for the construction of these solids handling improvements at both City of Dallas wastewater treatment plants.

This action will authorize additional work identified as a result of unforeseen site conditions during the construction of the solids handling improvements. This additional work includes the replacement of the solids step screens at the Central Wastewater Treatment Plant that experienced severe deterioration due to the harsh environment. Also included is the replacement of a malfunctioning 36" plug valve at the Southside Wastewater Treatment Plant required for diverting plant flows to the peak flow basins during rain events and operational shutdowns.

ESTIMATED SCHEDULE OF PROJECT

Began Design November 2011
Completed Design August 2014
Began Construction February 2015
Complete Construction September 2016

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Carollo Engineers, Inc. to provide engineering services associated with solids handling improvements at the Central Wastewater Treatment Plant and the Southside Wastewater Treatment Plant on October 10, 2011, by Resolution No. 11-2745.

Authorized Supplemental Agreement No. 1 to the professional services contract with Carollo Engineers, Inc. for additional engineering services associated with solids handling improvements at the Central Wastewater Treatment Plant and the Southside Wastewater Treatment Plant on August 28, 2013, by Resolution No. 13-1468.

Authorized a contract with Archer Western Construction, LLC for the construction of solids handling improvements at the Central Wastewater Treatment Plant and the Southside Wastewater Treatment Plant on December 10, 2014, by Resolution No. 14-2128.

Information about this item will be provided to the Transportation & Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

\$203,000.00 - Water Utilities Capital Improvement Funds

Design	\$1,173,802.00
Supplemental Agreement No. 1	\$ 678,300.00
Construction Contract	\$6,359,750.00
Change Order No. 1 (this action)	<u>\$ 203,000.00</u>
Total Project Cost	\$8,414,852.00

<u>Council District</u>	<u>Amount</u>
4	\$114,300.00
8	<u>\$ 88,700.00</u>
Total	\$203,000.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Archer Western Construction, LLC

Hispanic Female	17	Hispanic Male	758
Black Female	7	Black Male	92
Other Female	4	Other Male	33
White Female	32	White Male	374

OWNER

Archer Western Construction, LLC

Daniel P. Walsh, President

MAPS

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the contract with Archer Western Construction, LLC for additional construction services associated with solids handling improvements at the Central Wastewater Treatment Plant and the Southside Wastewater Treatment Plant - Not to exceed \$203,000, from \$6,359,750 to \$6,562,750 - Financing: Water Utilities Capital Improvement Funds

Archer Western Construction, LLC is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$16,103.00	7.93%
Non-local contracts	\$186,897.00	92.07%
TOTAL THIS ACTION	\$203,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

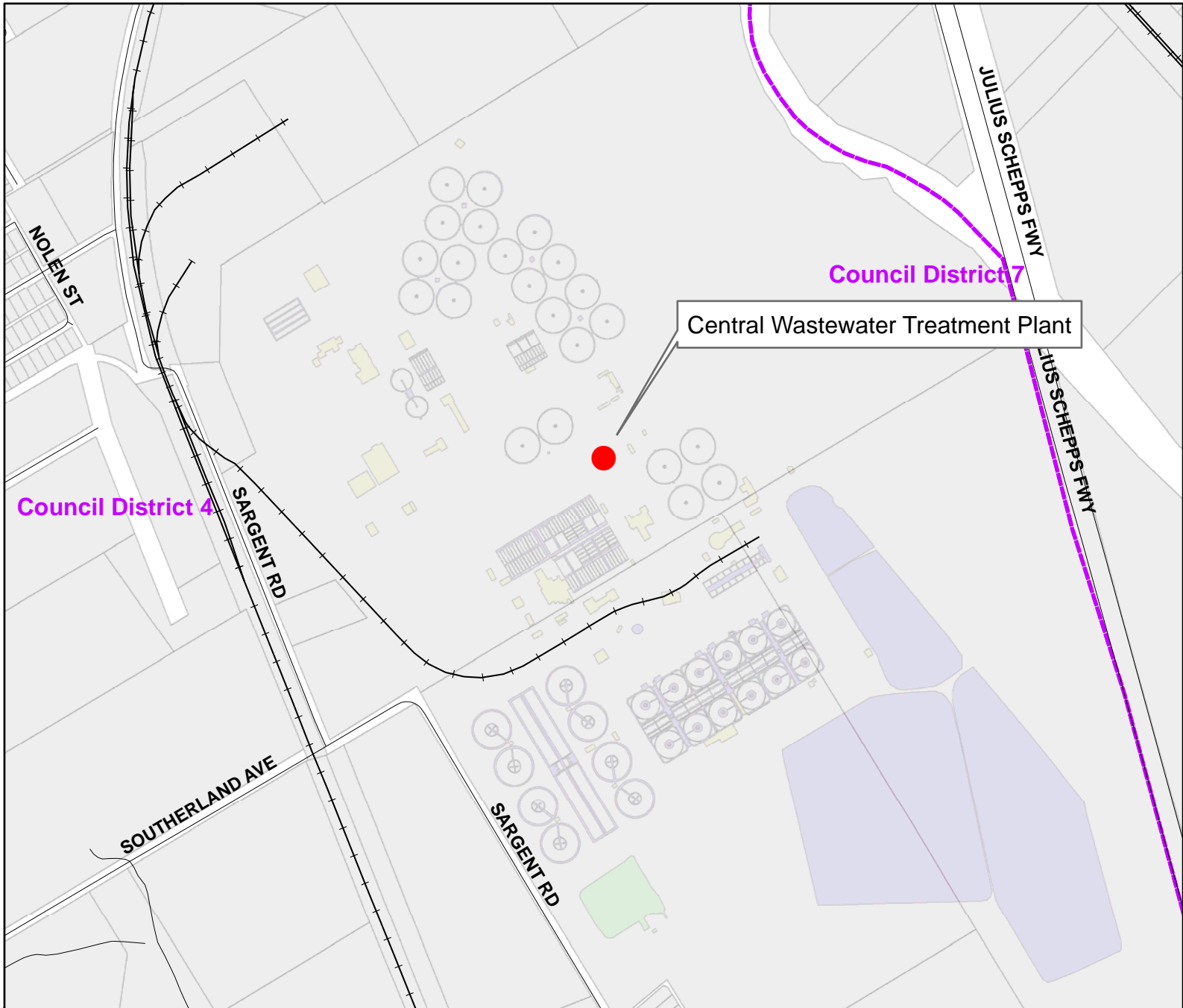
None

Non-Local Contractors / Sub-Contractors

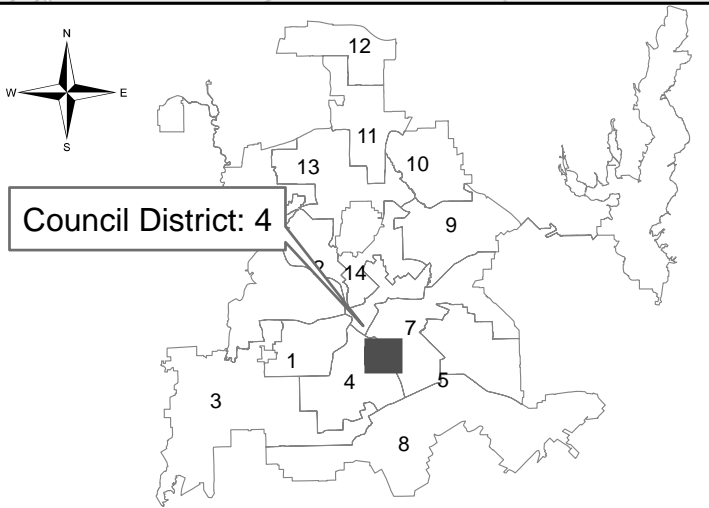
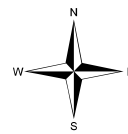
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
J. D. & Bodine, Inc.	WFWB62141N0616	\$36,300.00	19.42%
Total Minority - Non-local		\$36,300.00	19.42%

TOTAL M/WBE PARTICIPATION

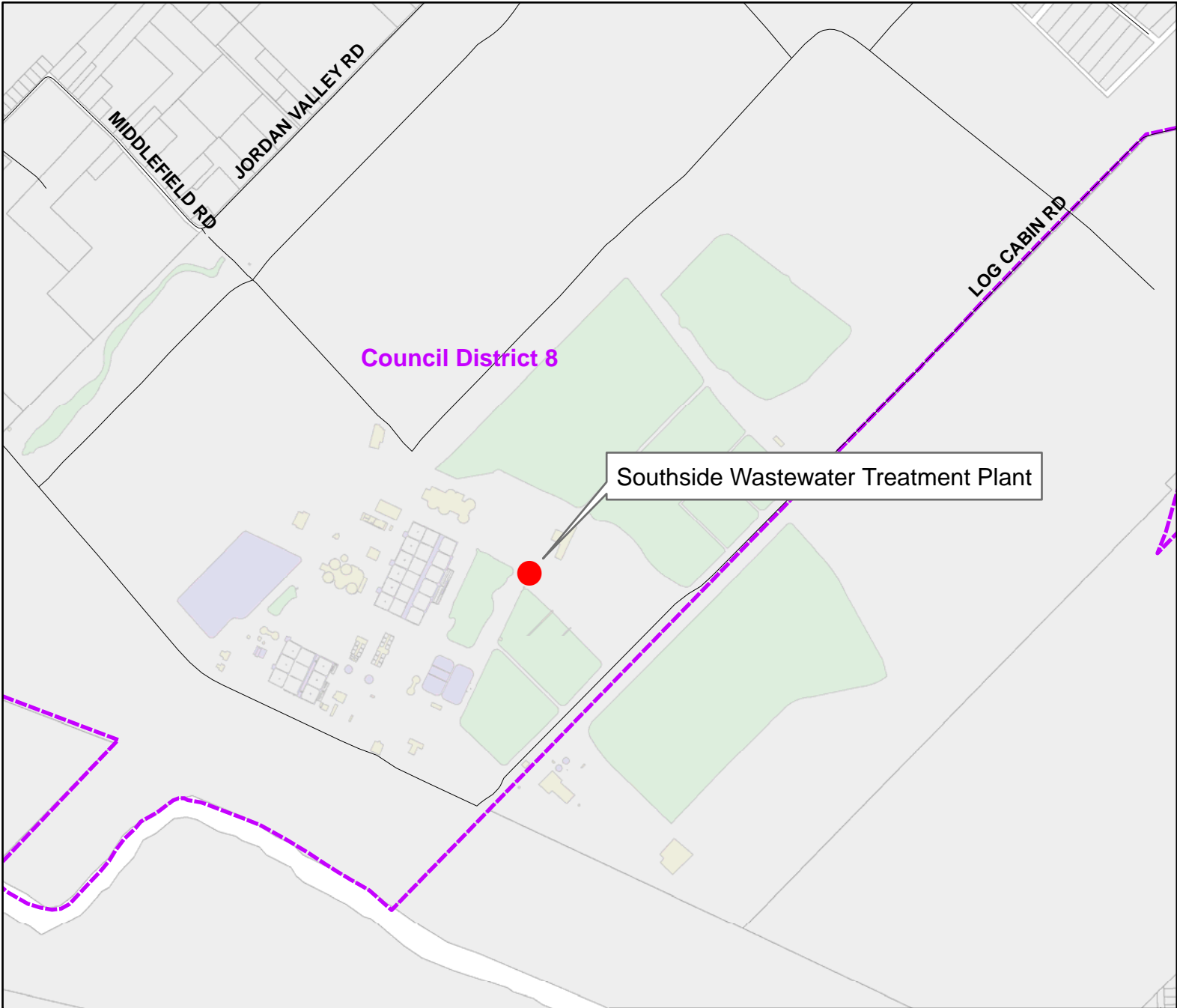
	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$62,556.00	0.95%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$36,300.00	17.88%	\$1,020,312.00	15.55%
Total	\$36,300.00	17.88%	\$1,082,868.00	16.50%



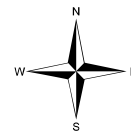
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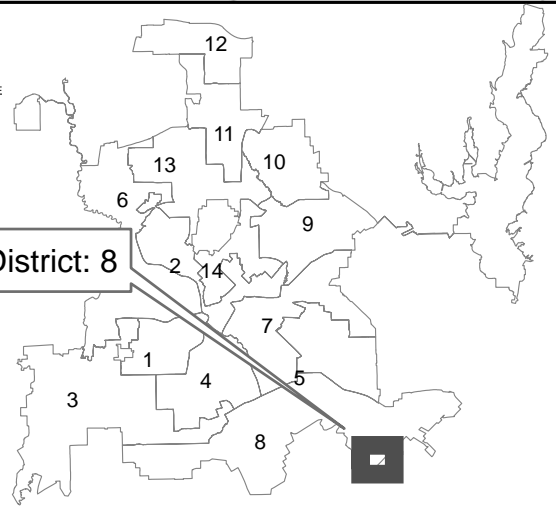
Dallas Water Utilities
Contract No. 14-308, Change Order No. 1
Solids Handling Improvements
Central and Southside Wastewater Treatment Plants



Mapsc0: 79 C D



Council District: 8



**Dallas Water Utilities
Contract No. 14-308, Change Order No. 1
Solids Handling Improvements
Central and Southside Wastewater Treatment Plants**

April 13, 2016

WHEREAS, on December 10, 2014, the City Council awarded Contract No. 14-308 in the amount of \$6,359,750.00, by Resolution No. 14-2128, to Archer Western Construction, LLC, for the construction of solids handling improvements at the Central Wastewater Treatment Plant and the Southside Wastewater Treatment Plant; and,

WHEREAS, additional work has been identified associated with the solids handling improvements project at the Central Wastewater Treatment Plant and the Southside Wastewater Treatment Plant; 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. 14-308 be increased by \$203,000.00, from \$6,359,750.00 to \$6,562,750.00.

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. 14-308 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 \$203,000.00 from the Wastewater Capital Improvement Fund as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
2116	DWU	PS30	4330	714308	CT-DWU714308CP	VS0000064407

Archer Western Construction, LLC - (Contract No. 14-308) - \$203,000.00

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, Outside City Limits

DEPARTMENT: Water Utilities

CMO: Mark McDaniel, 670-3256

MAPSCO: Various

SUBJECT

Authorize Supplemental Agreement No. 1 to the engineering services contract with Conley Group, Inc. for additional architectural and engineering services for a condition assessment of the Priority 3 and 4 roof and heating, ventilation, and air conditioning systems at 35 Dallas Water Utilities locations (list attached) - Not to exceed \$538,125, from \$1,897,800 to \$2,435,925 - Financing: Water Utilities Capital Construction Funds

BACKGROUND

On June 27, 2012, the City Council authorized a professional services contract with Conley Group, Inc. for a condition assessment of the roof and heating, ventilating, air conditioning (HVAC) systems at water and wastewater facilities. There are 230 Dallas Water Utilities (DWU) facilities that typically consist of the following building types offices, water and wastewater treatment facilities, maintenance facilities and pump stations. The buildings have approximately 1 million square feet of roof area and over 2,700 HVAC units. They are located in more than 40 locations in Dallas County and the surrounding counties in the North Texas area, with the farthest building at Lake Fork, which is 65 miles from Dallas. These buildings house DWU day-to-day operations in industrial type environments and must be maintained on a regular basis to protect the employees and equipment that produce clean water and treated wastewater for the City of Dallas and its wholesale customers.

In the original assessment all roofs and HVAC systems were prioritized with a ranking of Priority 1 (worst - has reached the end of product life) to Priority 5 (best - has estimated life of 10 - 20 years) based on condition, age, location, and wear. DWU staff worked with Conley Group, Inc. to design the Priority 1 roof replacements and major repairs on all roofs, and the most critical Priority 1 HVAC repairs and replacements. On March 26, 2014, the City Council authorized a professional services contract with Halff Associates, Inc. to provide design services for the Priority 2 roof replacements and Priority 1 and 2 HVAC replacements.

ESTIMATED SCHEDULE OF PROJECT

Began Assessment	July 2012
Completed Assessment	November 2012
Begin Assessment (Priorities 3 and 4)	May 2016
Complete Assessment (Priorities 3 and 4)	August 2016
Begin Design (Priority 1)	October 2016
Complete Design (Priority 1)	April 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Conley Group, Inc. to provide architectural and engineering services to perform condition assessment of the roof and HVAC systems at Dallas Water Utilities' 230 facilities on June 27, 2012, by Resolution No. 12-1668.

Information about this item will be provided to the Transportation & Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

\$538,125.00 - Water Utilities Capital Construction Funds

Assessment	\$1,897,800.00
Supplemental Agreement No. 1 (this action)	<u>\$ 538,125.00</u>
Total Project Cost	\$2,435,925.00

<u>Council District</u>	<u>Amount</u>
1	\$ 2,515.36
2	\$ 2,734.46
3	\$ 17,637.15
4	\$ 70,194.88
5	\$ 3,829.98
6	\$ 62,942.95
7	\$ 25,036.08
8	\$154,443.60
9	\$ 8,285.43
10	\$ 13,091.25
11	\$ 2,515.36
14	\$ 3,720.43
Outside City Limits	<u>\$171,178.07</u>
Total	\$538,125.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Conley Group, Inc.

Hispanic Female	1	Hispanic Male	1
Black Female	0	Black Male	2
Other Female	0	Other Male	1
White Female	7	White Male	22

OWNER

Conley Group, Inc.

Bill Conley, President

MAP

Attached

Roof and HVAC Condition Assessment

<u>Council District</u>	<u>Facility Name</u>
1	Sunset Pump Station
2	Cadiz Pump Station
3	Camp Wisdom Pump Station Redbird Booster Pump Station Sorcery Pump Station Southwest Service Center
4	Cedar Crest Pump Station Central Wastewater Treatment Plant
5	Lake June Pump Station
6	Bachman Water Treatment Plant Cypress Waters Lone Star Pump Station Northwest Service Center Walnut Hill Pump Station Walnut Hill Pump Station (Backup)
7	Jim Miller Pump Station Southeast Service Center
8	Alta Mesa Booster Pump Station Southcliff Booster Pump Station Southside Wastewater Treatment Plant
9	Lake Ray Hubbard White Rock Control Center
10	Abrams Pump Station Doran Pump Station Northeast Service Center Whispering Hills Pump Station
11	Cosa Crest Pump Station Meandering Way Booster Pump Station
14	Greenville Pump Station

**Roof and HVAC Condition Assessment
Page 2**

Council District

Facility Name

Outside City Limits

Beltwood Pump Station
Eastside Water Treatment Plant
Elm Fork Water Treatment Plant
Interim Raw Water Facility
Iron Bridge - Interconnect Facility
Lake Fork Pump Station

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the engineering services contract with Conley Group, Inc. for additional architectural and engineering services for a condition assessment of the Priority 3 and 4 roof and heating, ventilation, and air conditioning systems at 35 Dallas Water Utilities locations (list attached) - Not to exceed \$538,125, from \$1,897,800 to \$2,435,925 - Financing: Water Utilities Capital Construction Funds

Conley Group, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-consultant.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$538,125.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$538,125.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

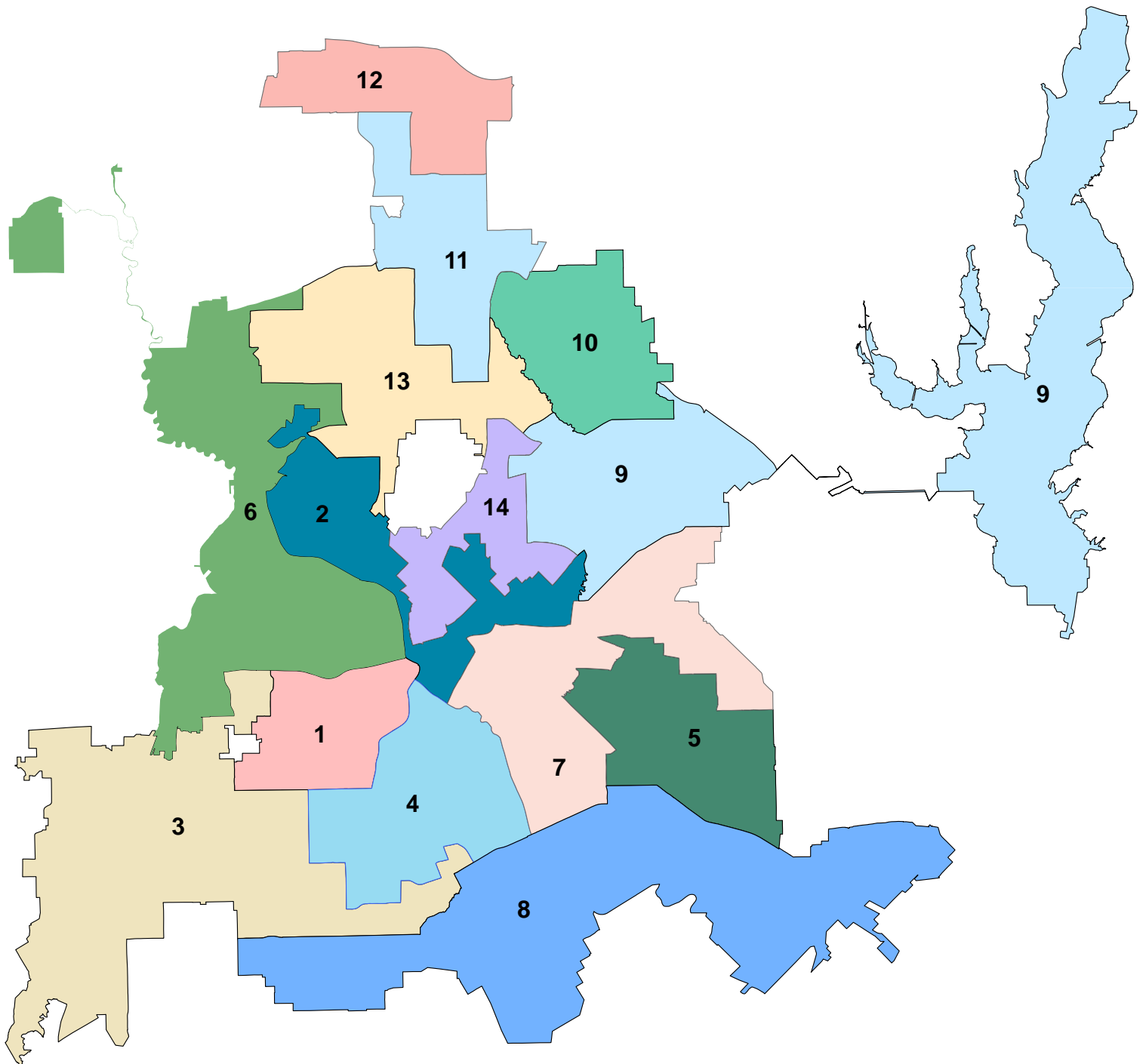
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
SR Roofing Solutions, Inc.	WFWBC161800716	\$152,000.00	28.25%
Total Minority - Local		\$152,000.00	28.25%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$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	\$152,000.00	28.25%	\$765,800.00	31.44%
Total	\$152,000.00	28.25%	\$765,800.00	31.44%



**Dallas Water Utilities
Contract No. 12-095/096E, Supplemental Agreement No. 1
Condition Assessment of Roof and HVAC Systems**

April 13, 2016

WHEREAS, on June 27, 2012, the City Council awarded Contract No. 12-095/096E in the amount of \$1,897,800.00, by Resolution No.12-1668, to Conley Group, Inc. to provide architectural and engineering services to perform condition assessment of the roof and heating, ventilation, and air conditioning (HVAC) systems at Dallas Water Utilities' 230 facilities; and,

WHEREAS, a condition assessment of roof and HVAC systems is needed at 35 locations to allow Dallas Water Utilities to identify present and future maintenance issues, evaluate repair and replacement work and associated costs, generate a condition index, and initiate program management of the assessment implementation plan, in order to continue to sustain the facilities' roof and HVAC systems; and,

WHEREAS, Conley Group, Inc., 5800 East Campus Circle, Suite 250, Irving, Texas 75063, has submitted an acceptable proposal to provide these engineering services; and,

WHEREAS, Dallas Water Utilities recommends that Contract No. 12-095/096E be increased by \$538,125.00, from \$1,897,800.00 to \$2,435,925.00.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the proposed Supplemental Agreement No. 1 be accepted and that Contract No. 12-095/096E with Conley Group, Inc., be revised accordingly.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$538,125.00 from the Water Construction Fund and Wastewater Construction Fund as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0102	DWU	CW42	4111	712095	CT-DWU712095EN	259339

Conley Group, Inc. - (Contract No. 12-095E) - \$266,776.29

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>PRO</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0103	DWU	CS42	4111	712096	CT-DWU712096EN	259339

Conley Group, Inc. - (Contract No. 12-096E) - \$271,348.71

April 13, 2016

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
Equipment & Building Services
Trinity Watershed Management
Water Utilities
Fire

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837
Jill A. Jordan, P.E., 670-5299
Mark McDaniel, 670-3256
Eric Campbell, 670-3255

MAPSCO: N/A

SUBJECT

Authorize **(1)** a three-year master agreement for the purchase of emergency and non-emergency light equipment parts for city fleet vehicles - Goheen Enterprises, Inc. dba Professional Safety Systems in the amount of \$170,225 or \$207,525 (tie bid – group 1, line 1), Big Country Supply in the amount of \$12,800 or \$50,100 (tie bid – group 1, line 1), Defender Supply in the amount of \$2,392,180; and **(2)** a three-year service contract for the installation of emergency and non-emergency light equipment parts and installation for city fleet vehicles - Goheen Enterprises, Inc. dba Professional Safety Systems in the amount of \$283,000, lowest responsible bidders of seven – Total not to exceed \$2,895,505 - Financing: Current Funds (\$2,797,200), Water Utilities Current Funds (\$63,500), Aviation Current Funds (\$14,000) and Stormwater Drainage Management Current Funds (\$20,805) (subject to annual appropriations)

BACKGROUND

This action does not encumber funds; the purpose of a master agreement is to establish firm pricing for goods and service, for a specific term, which are ordered on an as needed basis.

This master agreement will allow the City to purchase emergency and non-emergency vehicle lights and accessories such as light bars, strobe lights with siren, visor strobes and beacons (rotating lights) for multiple city departments. Emergency lights are commonly used on emergency vehicles such as law enforcement, fire and rescue units.

BACKGROUND (Continued)

Non-emergency lights are used on a variety of City service vehicles from departments such as but not limited to Water Utilities, Park and Recreation, Street Services, Public Works and Transportation and Code Compliance Services.

Emergency and non-emergency lighting provides vehicles with a distinct public prominence that alerts drivers and pedestrians to the location of municipal vehicles which helps increase public awareness and safety. A vehicle outfitted with such lighting typically activates its lighting when stopped or involved in an emergency situation to alert the general public of its presence.

This master agreement will also make available accessories, parts and audible warning devices. The audible warning devices will only be installed, in conjunction with emergency lighting, on emergency response vehicles such as:

- Marked and unmarked law enforcement units
- Fire engines and trucks
- Rescue units
- Hazmat and Dallas Medical Strike Team (DMST) vehicles

Equipment and Building Services (EBS) currently maintains the emergency lighting systems for approximately 1,120 marked and approximately 360 unmarked law enforcement units. EBS is also responsible for maintaining the lighting systems for the entire City's fleet of non-emergency service vehicles throughout the City.

Fire-Rescue maintains approximately 350 pieces of equipment, which are equipped with emergency lighting. Each year, new equipment is purchased from local automotive dealers not pre-equipped with lighting. To reduce downtime on current vehicles being serviced at the Fire Maintenance Division Service Center, Fire-Rescue will deliver the new vehicles to the awarded vendor for installation of the new lighting. The emergency lighting is used for emergency purposes only.

This master agreement will allow EBS and Fire-Rescue to provide and maintain all necessary vehicle lighting systems for current and future fleet vehicles.

Professional Safety Solutions and Big Country Supply submitted tie bids for group 1 line 1. Texas Local Government Code, Section 271.901 states that when tie bids are received, one bidder must be selected by the casting of lots.

Casting of lots is utilized to identify a vendor for lines for which the City has received identical bids. The process is being executed in accordance with Texas Local Government Code, Section 271.901.

BACKGROUND (Continued)

This section of the Texas Local Government Code states, in part:

- The municipality must select from the identical bids by the casting of lots
- The casting of lots must be in the presence of the governing body of the municipality
- If one of the bidders submitting an identical bid is a resident of the municipality, the municipality must select the bidder

This particular solicitation resulted in identical bids from vendors located outside the city limits.

This solicitation was structured in a manner which required bidders to submit a response using discounts from manufacturer's list price. This bid resulted in a 46.4% average discount compared to a 47.9% average discount for the bid awarded in 2011.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 969 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

The recommended vendor meets the wage floor rate of \$10.37 approved by City Council on November 10, 2015, by Resolution No. 15-2141.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 24, 2011, City Council authorized a thirty-six-month master agreement for emergency lights, parts and audible warning devices for emergency response equipment by Resolution No. 11-2227.

Information about this item will be provided to the Budget, Finance and Audit Committee on April 4, 2016.

FISCAL INFORMATION

\$2,797,200.00 - Current Funds (subject to annual appropriations)
\$ 63,500.00 - Water Utilities Current Funds (subject to annual appropriations)
\$ 14,000.00 - Aviation Current Funds (subject to annual appropriations)
\$ 20,805.00 - Stormwater Drainage Management Current Funds (subject to annual appropriations)

M/WBE INFORMATION

97 - Vendors contacted
97 - No response
0 - Response (Bid)
0 - Response (No bid)
0 - Successful

969 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardees have fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

Goheen Enterprises, Inc. dba Professional Safety Systems

White Male	6	White Female	1
Black Male	2	Black Female	0
Hispanic Male	10	Hispanic Female	0
Other Male	0	Other Female	0

Defender Supply, LLC

White Male	23	White Female	9
Black Male	5	Black Female	0
Hispanic Male	6	Hispanic Female	5
Other Male	0	Other Female	0

Big Country Supply

White Male	3	White Female	1
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BN1611 and opened on December 18, 2015. This master agreement and service contract are being awarded to the lowest responsive and responsible bidders by line and by group. Information related to this solicitation is available upon request.

*Denotes successful bidders

BID INFORMATION (Continued)

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Goheen Enterprises, Inc. dba Professional Safety Systems	7235 Baker Blvd. Richland Hills, TX 76118	Multiple Lines/Groups
*Defender Supply, LLC	14535 Industrial Park Aubrey, TX 76227	Multiple Lines/Groups
*Big Country Supply	1425 Sayles Blvd. Abilene, TX 79605	Multiple Lines/Groups
John Wright Associates, Inc.	1111 W. Abram Arlington, TX 76013	Multiple Lines/Groups
GT Distributors, Inc.	2545 Brockton Dr. #100 Austin, TX 78758	Multiple Lines/Groups
Siddons Martin Emergency Group, LLC	14233 Interdrive West Houston, TX 77032	Multiple Lines/Groups
Wistol Supply, Inc.	4211 East Side St. C Dallas, TX 75226	Non-responsive**

**Wistol Supply, Inc. was deem non-responsive due to not meeting specifications.

OWNERS

Goheen Enterprises, Inc. dba Professional Safety Systems

Ramon Goheen, President

Defender Supply, LLC

Bryan Brooks, President
Christina Jackson, Treasurer

Big Country Supply

Van Ligon, President
Dee Ann Ligon, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** a three-year master agreement for the purchase of emergency and non-emergency light equipment parts for city fleet vehicles - Goheen Enterprises, Inc. dba Professional Safety Systems in the amount of \$170,225 or \$207,525 (tie bid – group 1, line 1), Big Country Supply in the amount of \$12,800 or \$50,100 (tie bid – group 1, line 1), Defender Supply in the amount of \$2,392,180; and **(2)** a three-year service contract for the installation of emergency and non-emergency light equipment parts and installation for city fleet vehicles - Goheen Enterprises, Inc. dba Professional Safety Systems in the amount of \$283,000, lowest responsible bidders of seven – Total not to exceed \$2,895,505 - Financing: Current Funds (\$2,797,200), Water Utilities Current Funds (\$63,500), Aviation Current Funds (\$14,000) and Stormwater Drainage Management Current Funds (\$20,805) (subject to annual appropriations)

Goheen Enterprises, Inc. dba Professional Safety Systems, Big Country Supply and Defender Supply are non-local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforces.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$2,895,505.00	100.00%
TOTAL CONTRACT	\$2,895,505.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	<u>\$0.00</u>	<u>0.00%</u>	<u>\$0.00</u>	<u>0.00%</u>

April 13, 2016

WHEREAS, on August 24, 2011, City Council authorized a three year master agreement for emergency lights, parts and audible warning devices for emergency response equipment by Resolution No. 11-2227;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That a master agreement for the purchase of emergency and non-emergency light equipment parts for city fleet vehicles is authorized with Goheen Enterprises, Inc. dba Professional Safety Systems (VS0000022330) in the amount of \$170,225.00 or \$207,525.00 (tie bid – group 1, line 1), Big Country Supply (331888) in the amount of \$12,800.00 or \$50,100.00 (tie bid – group 1, line 1), Defender Supply (VS0000061639) in the amount of \$2,392,180.00, for a term of three years in a total amount not to exceed \$2,612,505.00.

Section 2. That the Purchasing Agent is hereby authorized, upon appropriate request and documented need by a user department, to issue a purchase order for emergency and non-emergency light equipment parts for city fleet vehicles. If a written contract is required or requested for any or all purchases of emergency and non-emergency light equipment parts for city fleet vehicles under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the City Manager is hereby authorized to execute a contract with Goheen Enterprises, Inc. dba Professional Safety Systems (VS0000022330) for the installation of emergency and non-emergency light equipment parts and installation for city fleet vehicles for a term of three years in an amount not to exceed \$283,000.00, upon approval as to form by the City Attorney. If the service was bid on an as needed basis, unit price basis for performance of specified tasks, payment to Goheen Enterprises, Inc. dba Professional Safety Systems shall be based only on the amount of services directed to be performed by the City and properly performed by Goheen Enterprises, Inc. dba Professional Safety Systems under the contract.

Section 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$283,000.00 (subject to annual appropriations) from Service Contract number BN1611.

Section 5. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,612,505.00 from Master Agreement number BN1611.

Section 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: E-Gov
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Attorney's Office
Water Utilities
CMO: Warren M.S. Ernst, 670-3491
Mark McDaniel, 670-3256
MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with Pierce & O'Neill, LLP for additional legal services in the lawsuit styled City of Dallas v. Cary "Mac" Abney, et al., v. Sabine River Authority of Texas, No. D-150045-C - Not to exceed \$100,000, from \$50,000 to \$150,000 - Financing: Current Funds

BACKGROUND

Supplemental Agreement No. 1 will authorize Pierce & O'Neill, LLP, to continue providing legal services in the lawsuit styled City of Dallas v. Cary "Mac" Abney, et al., v. Sabine River Authority of Texas, No. D-150045-C.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council will be briefed in Closed Session on April 6, 2016.

FISCAL INFORMATION

\$100,000 - Current Funds

M/WBE INFORMATION

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Resolution No. 08-2826, as amended.

OWNER

Pierce & O'Neill, LLP

Jack O'Neill, Partner

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the professional services contract with Pierce & O'Neill, LLP for additional legal services in the lawsuit styled City of Dallas v. Cary "Mac" Abney, et al., v. Sabine River Authority of Texas, No. D-150045-C - Not to exceed \$100,000, from \$50,000 to \$150,000 - Financing: Current Funds

Pierce & O'Neill, LLP, is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$0.00	0.00%
Non-local contracts	\$100,000.00	100.00%
TOTAL THIS ACTION	\$100,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%

April 13, 2016

WHEREAS, on March 17, 2016, pursuant to Administrative Action No. 16-5500, the City authorized a professional services contract with Pierce & O'Neill, LLP, for legal services in the lawsuit styled City of Dallas v. Cary "Mac" Abney, et al., v. Sabine River Authority of Texas, No. D-150045-C; and,

WHEREAS, the professional legal services of Pierce & O'Neill, LLP, continue to be necessary for this matter; **Now, Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the professional services contract with Pierce & O'Neill, LLP, for additional services in the lawsuit styled City of Dallas v. Cary "Mac" Abney, et al., v. Sabine River Authority of Texas, No. D-150045-C, in an amount not to exceed \$100,000.00, increasing the original contract amount from \$50,000.00 to \$150,000.00.

Section 2. That the Chief Financial Officer is authorized to disburse, in periodic payments to Pierce & O'Neill, LLP, an amount not to exceed \$100,000.00 from Fund 0100, Department DWU, Unit 7017, Obj. 3033, Encumbrance No. CTDWU7017F1634, Vendor No. VC15433.

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: April 13, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Convention and Event Services

CMO: Warren M.S. Ernst, 670-3491
Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D - Not to exceed \$125,000, from \$50,000 to \$175,000 - Financing: Current Funds

BACKGROUND

Supplemental Agreement No. 1 will authorize Fanning Harper Martinson Brandt & Kutchin, P.C., to continue providing legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council was briefed in Closed Session on February 17, 2016, and March 2, 2016.

Council will be briefed in Closed Session on April 6, 2016.

FISCAL INFORMATION

\$125,000 - Current Funds

M/WBE INFORMATION

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Resolution No. 08-2826, as amended.

OWNER

Fanning Harper Martinson Brandt & Kutchin, P.C.

Thomas P. Brandt, Partner

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D - Not to exceed \$125,000, from \$50,000 to \$175,000 - Financing: Current Funds

Fanning Harper Martinson Brandt & Kutchin, P.C. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$125,000.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$125,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%

April 13, 2016

WHEREAS, the City of Dallas is involved in a lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D; and,

WHEREAS, on February 23, 2016, pursuant to Administrative Action No. 16-5190, the City authorized a professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., in an amount not to exceed \$50,000.00 for legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D; and,

WHEREAS, the professional legal services of Fanning Harper Martinson Brandt & Kutchin, P.C., continue to be necessary for this matter; **Now, Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., for additional services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, in an amount not to exceed \$125,000.00, increasing the original contract amount from \$50,000.00 to \$175,000.00.

Section 2. That the Chief Financial Officer is authorized to disburse, in periodic payments to Fanning Harper Martinson Brandt & Kutchin, P.C., an amount not to exceed \$125,000.00 from Fund 0192, Department ORM, Unit 3890, Obj. 3033, Encumbrance No. ATT389016E27, Vendor No. 399210.

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: April 13, 2016

COUNCIL DISTRICT(S): 2, 7, 14

DEPARTMENT: Trinity Watershed Management
Water Utilities

CMO: Mark McDaniel, 670-3256

MAPSCO: 45D 45H 46E 46J 46K 46L 46M 47N

SUBJECT

Authorize a contract for construction of storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Southland Mole JV, lowest responsive and responsible bidder of five - Not to exceed \$209,894,515 - Financing: General Obligation Commercial Paper Funds (\$209,179,636), Water Utilities Capital Construction Funds (\$25,600) and Water Utilities Capital Improvement Funds (\$689,279)

BACKGROUND

The 2006 and 2012 Bond Programs provided funding for design and construction of storm drainage relief improvements for the Mill Creek / Peaks Branch / State-Thomas watersheds. This project is a deep underground storm drainage tunnel that will provide drainage and flooding relief to the lower areas of the Mill Creek watershed (around Baylor Hospital), Peaks Branch watershed (south of Buckner Park), and East Peaks Branch watershed (around Fair Park area). It will also provide drainage relief to the Woodall Rodgers area in the State-Thomas area.

The drainage relief tunnel project consists of approximately five miles of thirty-foot diameter storm drainage tunnel that is between seventy-five and one hundred fifty feet deep. The project includes an outfall structure on White Rock Creek and five intake shafts that will connect to existing storm drainage systems and collect overland floodwaters during heavy rain events. The project also includes street and surface drainage improvements at the intake and outfall sites.

In 2007, Council authorized a professional services contract to study and design drainage relief improvements to reduce flooding in the lower portions of the Mill Creek and Middle Peaks Branch watersheds. In 2009, Council authorized a change of alignment of both Mill Creek and Peaks Branch drainage relief systems that provided a deep underground tunnel that will drain both watersheds into Lower White Rock Creek. In 2012, Council authorized extending the tunnel to the State-Thomas area to reduce flooding in the State-Thomas and Uptown areas.

BACKGROUND (Continued)

This action authorizes a contract with Southland Mole JV to construct storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project including five miles of 30-foot diameter tunnel, five intake shafts and connections, an outfall shaft, a dewatering station, associated street and surface storm drainage improvements, and water and wastewater improvements.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2007
Completed Design	September 2015
Begin Construction	May 2016
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Halff Associates, Inc., for engineering design on June 13, 2007, by Resolution No. 07-1833.

Briefed Council on alternate combined drainage tunnel alignment for both Mill Creek and Peaks Branch on August 6, 2008.

Authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc., for additional engineering design on March 25, 2009, by Resolution No. 09-0835.

Briefed Council on the State-Thomas tunnel extension to the Mill Creek and Peaks Branch drainage relief tunnel on January 4, 2012.

Authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 11, 2012, by Resolution No. 12-0136.

Authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc., for additional engineering design on January 14, 2015, by Resolution No. 15-0123.

Authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase on January 14, 2015, by Resolution No. 15-0120.

Briefed Council on the project status and the evaluation of the construction bid tabulation on February 17, 2016.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (Continued)

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

2012 Bond Program (General Obligation Commercial Paper Funds) - \$209,179,636.00
Water Utilities Capital Construction Funds - \$25,600.00
Water Utilities Capital Improvement Funds - \$689,279.00

Construction	
Storm drainage improvements	\$209,179,636.00
Water improvements	\$124,234.00
Wastewater improvements	<u>\$590,645.00</u>
Total Construction	\$209,894,515.00
Design	\$22,119,988.00
Construction Management	\$18,565,000.00
Construction Materials Testing	<u>\$2,764,000.00</u>
Total Project Cost	\$253,343,503.00

<u>Council District</u>	<u>Amount</u>
2	\$56,671,520
7	\$94,452,530
14	<u>\$58,770,465</u>
Total	\$209,894,515

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Southland Mole JV

Hispanic Female	5	Hispanic Male	121
African-American Female	1	African-American Male	16
Other Female	6	Other Male	43
White Female	10	White Male	72

BID INFORMATION

The following bids with quotes were received and opened on December 18, 2015:

*Denotes successful bidder(s)

BIDDERS	BID AMOUNT
* Southland Mole JV 608 Henrietta Creek Road Roanoke, Texas 76262	\$209,894,515
Salini Impregilo / Healy / MCM JV	\$223,174,000
Archer Western / Obayashi JV	\$235,355,009
Mill Creek Tunnel Constructors, LLC.	\$262,946,375
Dragodos / Pulice JV	\$281,449,979
Odebrecht Construction, Inc.	Non-responsive**

**Odebrecht Construction, Inc. bid was deemed non-responsive due to not meeting bid specifications.

Engineer's Estimate: \$257,644,000

OWNER

Southland Mole JV

Frank Renda, Managing Member

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract for construction of storm drainage improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project - Southland Mole JV, lowest responsive and responsible bidder of five - Not to exceed \$209,894,515 - Financing: General Obligation Commercial Paper Funds (\$209,179,636), Water Utilities Capital Construction Funds (\$25,600) and Water Utilities Capital Improvement Funds (\$689,279)

Southland Mole JV is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$41,835,000.00	19.93%
Total non-local contracts	\$168,064,515.00	80.07%
TOTAL CONTRACT	\$209,899,515.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Clemmons Trucking Company	BFDB48714Y1016	\$14,500,000.00	34.66%
Eagle Barricade LLC	BFMB6480N0417	\$40,000.00	0.10%
Pannell Industries, Inc.	BMDB16064Y1116	\$65,000.00	0.16%
Ibarra Consulting Engineers, Inc.	HFDB64809Y0146	\$2,550,000.00	6.10%
All Janitorial, Inc.	HDFW224960616	\$55,000.00	0.13%
Partnering for Success	HFMB61772Y0516	\$15,000.00	0.04%
Omega Contracting, Inc.	HMMB63334Y1016	\$12,000,000.00	28.68%
GLL Corporation DBE MG Trucking	HMDB64606Y016	\$500,000.00	1.20%
Romera Steel	HMMB63034N0916	\$300,000.00	0.72%
Bugatti's, Inc.	IMDB86117Y0716	\$5,000.00	0.01%
LKT & Associates, Inc.	WFDB26473Y1016	\$10,500,000.00	25.10%
Champion Fuel Supply	WFDB79263Y0416	\$1,000,000.00	2.39%
Ram Tool Supply	WFWB61372N0416	\$150,000.00	0.36%
Bowden's Guranteed Hydromulch	WFWB80971N0517	\$45,000.00	0.11%
Universal Fence Company, Inc.	WFDB92092Y0416	\$10,000.00	0.02%
Total Minority - Local		\$41,735,000.00	99.76%

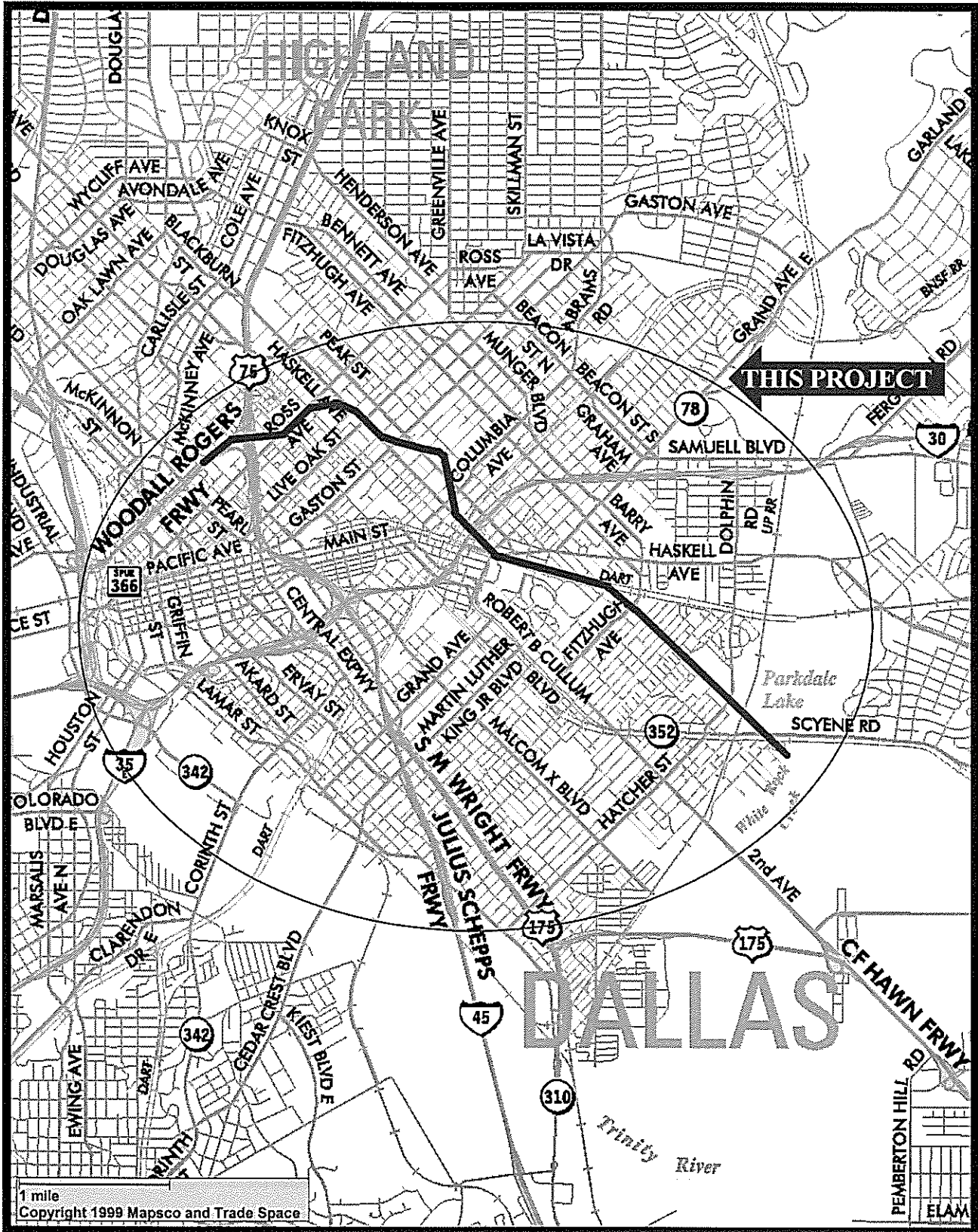
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
LeVis Consulting Group, LLC	BFMB17589Y1116	\$50,000.00	0.03%
Curtis & Cartwright Transport Services, LLC	BMMB08640N1017	\$1,000,000.00	0.60%
KDAT, LLC	BMDB45396Y0117	\$50,000.00	0.03%
Dtech Services	BMMB61579Y0917	\$25,000.00	0.01%
Luis Moreno Trucking	HMDB33385Y0117	\$500,000.00	0.30%
RECS, Inc.	WFWB63026N0816	\$24,000,000.00	14.28%
Suncoast Resources	WFWB3943N0117	\$1,000,000.00	0.60%
A.N.A. Consultants LLC	WFDB57431Y0516	\$100,000.00	0.06%
MMG Building & Construction	WFWB62284N0616	\$40,000.00	0.02%
Total Minority - Non-local		\$26,765,000.00	15.93%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$14,605,000.00	34.91%	\$15,730,000.00	7.49%
Hispanic American	\$15,420,000.00	36.86%	\$15,920,000.00	7.58%
Asian American	\$5,000.00	0.01%	\$5,000.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$11,705,000.00	27.98%	\$36,845,000.00	17.55%
Total	\$41,735,000.00	99.76%	\$68,500,000.00	32.63%

Mill Creek Tunnel



Mapsco 45, 46, 47

April 13, 2016

WHEREAS, on June 13, 2007, Resolution No. 07-1833 authorized professional services contracts with four engineering firms, including Halff Associates, Inc., to provide program management and engineering design of major flood management and storm drainage projects; and,

WHEREAS, on March 25, 2009, Resolution No. 09-0835 authorized Supplemental Agreement No. 1 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis for drainage relief for Mill Creek Phase I, and Middle Peaks Branch, Phases I and II, for additional scope of work to develop and update master drainage plans for Mill Creek and Middle Peaks Branch, including design of the Mill Creek, Phase II system; and,

WHEREAS, on January 11, 2012, Resolution No. 12-0136 authorized Supplemental Agreement No. 2 to the professional services contract with Halff Associates, Inc. to provide additional scope of work for design and analysis for drainage relief for the State-Thomas area, and for additional survey and right-of-way services for required property acquisition; and,

WHEREAS, on July 25, 2014, Administrative Action No. 14-6555 authorized Supplemental Agreement No. 3 to the professional services contract with Halff Associates, Inc. to provide additional design and analysis of water and wastewater main replacements in Carroll Avenue from Junius Street to Victor Street; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0123 authorized Supplemental Agreement No. 4 to the professional services contract with Halff Associates, Inc. to provide for additional scope of work for design of water and wastewater facilities and right-of-way acquisition support during design; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0120 authorized a professional services contract with Parsons Environment & Infrastructure Group, Inc. for preliminary construction management services during the design phase; and,

April 13, 2016

WHEREAS, bids were received on December 18, 2015, for the construction of storm drainage improvements and water and wastewater improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project:

<u>BIDDERS</u>	<u>BID AMOUNT</u>
* Southland Mole JV 608 Henrietta Creek Road Roanoke, Texas 76262	\$209,894,515
Salini Impregilo / Healy / MCM JV	\$223,174,000
Archer Western / Obayashi JV	\$235,355,009
Mill Creek Tunnel Constructors, LLC.	\$262,946,375
Dragodos / Pulice JV	\$281,449,979
Odebrecht Construction, Inc.	Non-responsive**

**Odebrecht Construction, Inc. bid was deemed non-responsive due to not meeting bid specifications.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That Southland Mole JV, Inc. is hereby awarded the contract for the construction of storm drainage improvements and water and wastewater improvements for the Mill Creek / Peaks Branch / State-Thomas Drainage Relief Tunnel Project in an amount not to exceed \$209,894,515, this being the lowest responsive and responsible bid received as indicated by the tabulation of bids.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to distribute funds in accordance with the terms and conditions of the contract from:

Flood Protection and Storm Drainage Facilities Fund Fund 4U23, Dept. TWM, Unit S769, Act. SDRS Obj. 4540, Program #TW12S769, CT TWM12S769G1 Vendor #VS90299, in an amount not to exceed	\$209,179,636.00
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Water Utilities Capital Improvement Fund Fund 2115, Department DWU, Unit PW42 Obj. 4550, Program #715387, CT TWM715387CP Vendor # VS90299, in an amount not to exceed	\$115,334.00
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April 13, 2016

Water Utilities Construction Fund Fund 0102, Department DWU, Unit CW42 Obj. 3221, Program #715387X, CT TWM715387EN Vendor # VS90299, in an amount not to exceed	\$8,900.00
Wastewater Capital Improvement Fund Fund 2116, Department DWU, Unit PS42 Obj. 4560, Program #715388, CT TWM715388CP Vendor # VS90299, in an amount not to exceed	\$573,945.00
Wastewater Construction Fund Fund 0103, Department DWU, Unit CS42 Obj. 3222, Program #715388X, CT TWM715388EN Vendor # VS90299, in an amount not to exceed	<u>\$16,700.00</u>
Total in an amount not to exceed	\$209,894,515.00

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 7
DEPARTMENT: Trinity Watershed Management
CMO: Mark McDaniel, 670-3256
MAPSCO: 47X

SUBJECT

Authorize acquisition, ~~including the exercise of the right of eminent domain, if such becomes necessary,~~ from Floyd E. Garner, of an improved tract of land containing approximately 35,920 square feet located on Barber Avenue near its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project - Not to exceed \$34,000 (\$31,000 plus closing costs and title expenses not to exceed \$3,000) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes the acquisition of approximately 35,920 square feet of land improved with two single-family residences, two detached garages and fencing from Floyd E. Garner. This property is located on Barber Avenue near its intersection with Mural Lane and will be used for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item ~~will be~~ was provided to the Transportation and Trinity River Project Committee on March 21, 2016.

On March 23, 2016, this item was deferred by Councilmember Young.

FISCAL INFORMATION

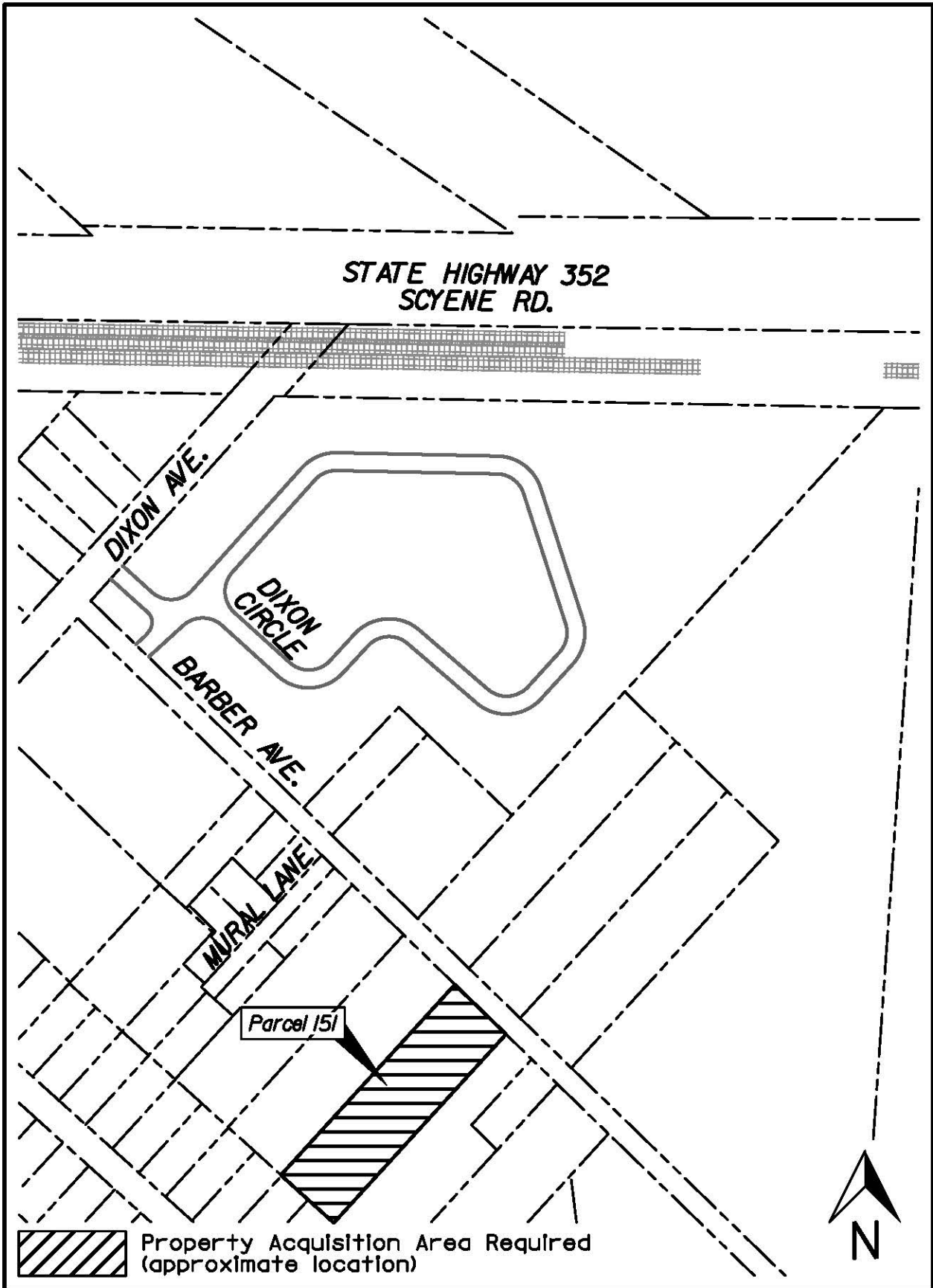
2006 Bond Funds - \$34,000 (\$31,000 plus closing costs and title expenses not to exceed \$3,000)

OWNER

Floyd E. Garner

MAP

Attached



April 13, 2016

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": Approximately 35,920 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": Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel

"USE": The construction, installation, use, and maintenance of a realigned section of roadway, utility relocation, land area to support tunnel construction and operation, together with such appurtenant facilities as may be necessary.

"PROPERTY INTEREST": Fee Simple

"OWNER": Floyd E. Garner, 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": \$31,000.00

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$3,000.00

"AUTHORIZED AMOUNT": \$34,000.00

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.

April 13, 2016

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. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4210, Encumbrance No. CT-TWM06T525J9 and CLOSING COSTS AND TITLE EXPENSES payable out of 2006 Bond Funds: Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4230, Encumbrance No. CT-TWM06T525J10. 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 86. 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 97. That OWNER has been provided with a copy of the Landowner's Bill of Rights as required by Texas Property Code Section 21.0112.

April 13, 2016

~~**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 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 \$3,000.00 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 118. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:
WARREN M. S. ERNST, City Attorney**

BY 
Assistant City Attorney

EXHIBIT A
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 151)
DESCRIPTION OF A 0.8246 ACRE (35,920 SQ. FT.)
TRACT TO BE ACQUIRED
ALL OF LOT 13, BLOCK 7,
SOUTH DALLAS GARDENS ADDITION
CITY OF DALLAS BLOCK 7/6122
THOMAS LAGOW SURVEY, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM FLOYD E. GARNER

Being situated in the Thomas Lagow Survey, Abstract Number 759, Dallas County, Texas, and being all of Lot 13, Block 7 (Block 7/6122, Official City of Dallas Block Numbers) of the South Dallas Gardens addition, an addition to the City of Dallas dated May 27, 1913, and Recorded in Volume 1, Page 448 of the Map Records of Dallas County, Texas, and being all of the property conveyed to Floyd E. Garner by Warranty Deed with Vendor's Lien dated March 17, 1994, and recorded in Volume 94056, Page 00463 of the Deed Records of Dallas County, Texas, and containing approximately 0.8246 of an acre (35,920 square feet) of land, according to the plat thereof.

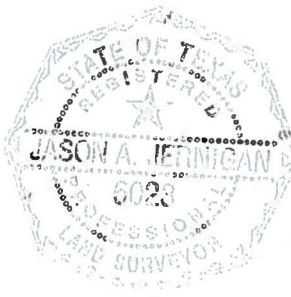
This description is approved as to form.



Scott Holt, RPLS
Survey Program Manager

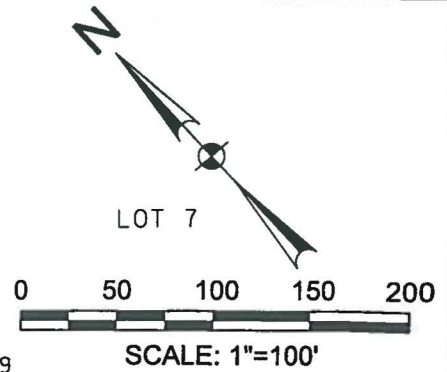


Date



Handwritten: JAH
04 AUG 2015

CITY BLOCK 6/6122



LOT 4 LOT 5 LOT 6 LOT 7

N=6965338.0036
E=2511797.2280

N=6965268.3279
E=2511868.9396

(N45 1/4°W 100')

S45°49'30"E
100.00'

BARBER AVENUE
(30' R.O.W.)

1/2" FIR

S45°49'30"E
300.00'

100.00'

50.00' 50.00'

100.00'

484.47'

1/2" FIR
(C.M.)

CITY OF DALLAS
INST. NO.
20070338164

PARCEL 151
TRACT TO
BE ACQUIRED
0.8246 ACRE
(35,920 SQ. FT.)

(N42 3/4°E 361.5')
N42°22'50"E
361.14'

LOT 13
FLOYD E.
GARNER
VOL 94056,
PG. 463

CITY OF DALLAS
INST. NO.
201400196363

(N42 3/4°E 358.0')
S42°22'50"W
357.61'

THOMAS LAGOW SURVEY,
ABSTRACT NUMBER 759

CITY OF DALLAS
INST. NO.
201400256747

DAVID AND
ROBERT
PODRASKY
INVESTMENT
COMPANY
INST. NO.
201100045304

LOT 11

LOT 10

SOUTH DALLAS
GARDENS ADDITION
VOL. 1, PG. 448

LOT 14

LOT 12
CITY OF DALLAS
INSTR. NO.
201200167391

CITY BLOCK 7/6122

N=6965071.2716
E=2511553.8341

SUBDIVISION
LINE

99.95'

SUBDIVISION
LINE

731.82'

99.95'
N47°51'00"W
(N47 1/4°W 100')

N=6965004.2057
E=2511627.9273

SUNNY ACRES
ADDITION
VOL. 32, PG. 175

LOT 15A

LOT 19

LOT 20

LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 15

LOT 16

LOT 17

LOT 18

C.E. JOHNSON'S
UNRECORDED SUBDIVISION

SUBDIVISION
LINE

S47°54'00"E
100.00'

BOURQUIN ST.
(40' R.O.W.)

1/2" FIR
(C.M.)

GREENBAY
ST.
(50' R.O.W.)

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. All coordinates are state plane on grid. All distances are surface distances. Surface Adjustment Scale Factor: 1.0001365060.

Date of Last Field Inspection: 11-07-2013

LEGEND

- (C.M.) CONTROLLING MONUMENT
- FIR FOUND IRON ROD
- VOL. PG. VOLUME AND PAGE
- INST. INSTRUMENT
- (XXX.X') RECORD CALLS PER VOL. 1, PG. 448

CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 151)
DESCRIPTION OF A 0.8246 ACRE (35,920 SQ. FT.)
TRACT TO BE ACQUIRED
ALL OF LOT 13, BLOCK 7,
SOUTH DALLAS GARDENS ADDITION
CITY OF DALLAS BLOCK 7/6122
THOMAS LAGOW SURVEY, ABSTRACT NO. 759
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM FLOYD E. GARNER



HALFF ASSOCIATES, INC. - TBPLS FIRM NO. 10029600
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=100' (214)346-6200 AVO. 25299 8/4/2015

2E IR6055 MON_FS_FW.plt

Design

1:250008125299\CADD\WSS\CADD\WSS\CADD\WSS\XEB-B1-ESMT-PARCEL 151-25299.dgn

8/4/2015 4:26:53 PM ah1908 HALFF

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 7
DEPARTMENT: Trinity Watershed Management
CMO: Mark McDaniel, 670-3256
MAPSCO: 47T

SUBJECT

Authorize acquisition, ~~including the exercise of the right of eminent domain, if such becomes necessary,~~ from Gaythell Smith, of an improved tract of land containing approximately 9,326 square feet located on Barber Avenue near its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project - Not to exceed \$24,676 (\$22,000 plus closing costs and title expenses not to exceed \$2,676) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes the acquisition of approximately 9,326 square feet of land improved with a single-family residence, paving and fencing from Gaythell Smith. This property is located on Barber Avenue near its intersection with Mural Lane and will be used for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item ~~will be~~ was provided to the Transportation and Trinity River Project Committee on March 21, 2016.

On March 23, 2016, this item was deferred by Councilmember Young.

FISCAL INFORMATION

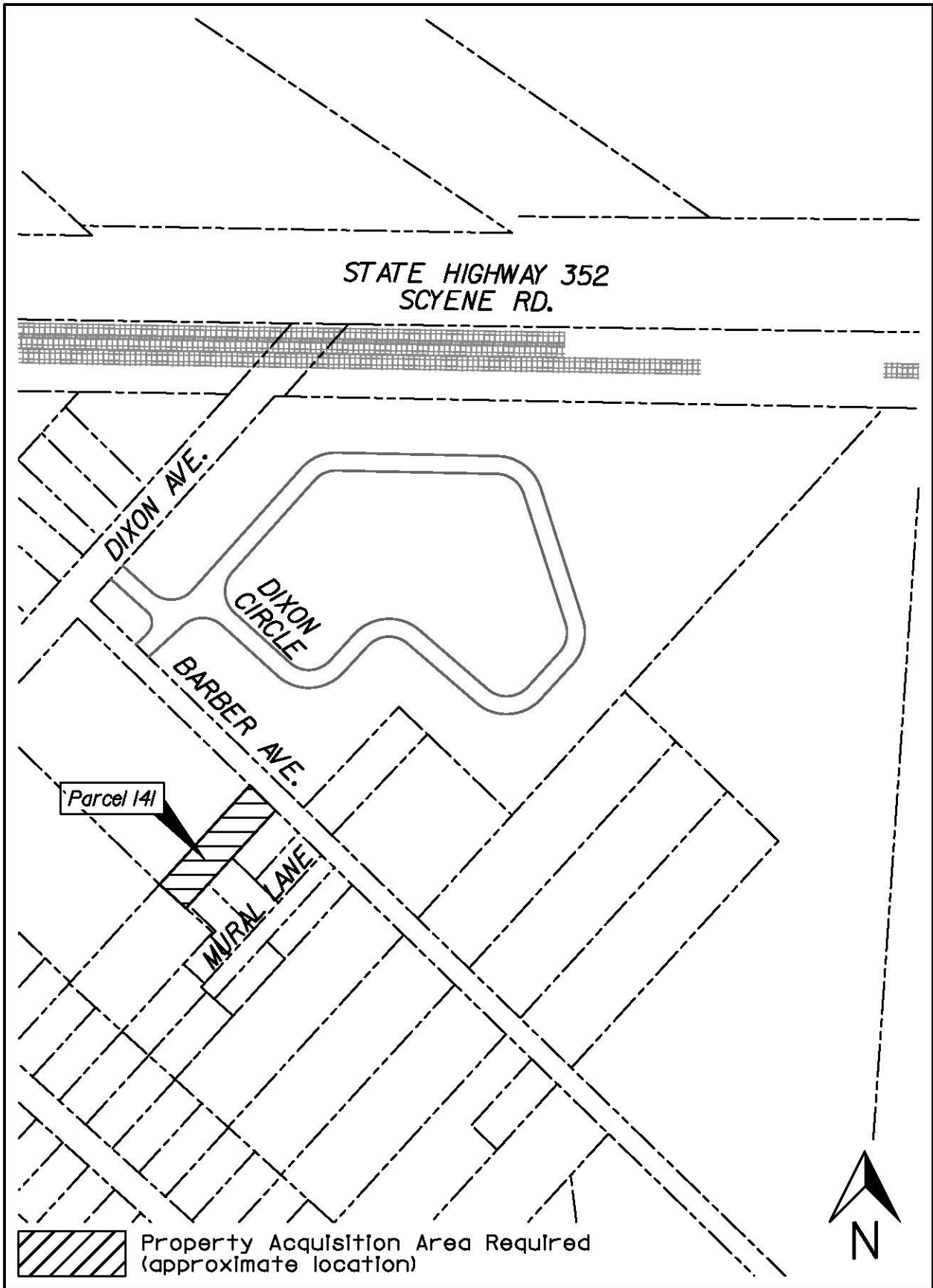
2006 Bond Funds - \$24,676 (\$22,000 plus closing costs and title expenses not to exceed \$2,676)

OWNER

Gaythell Smith

MAP

Attached



April 13, 2016

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": Approximately 9,326 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": Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel

"USE": The construction, installation, use, and maintenance of a realigned section of roadway, utility relocation, land area to support tunnel construction and operation, together with such appurtenant facilities as may be necessary.

"PROPERTY INTEREST": Fee Simple

"OWNER": Gaythell Smith, 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": \$22,000.00

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$2,676.00

"AUTHORIZED AMOUNT": \$24,676.00

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.

April 13, 2016

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. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4210, Encumbrance No. CT-TWM06T525J1 and CLOSING COSTS AND TITLE EXPENSES payable out of 2006 Bond Funds: Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4230, Encumbrance No. CT-TWM06T525J2. 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 86. 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 97. That OWNER has been provided with a copy of the Landowner's Bill of Rights as required by Texas Property Code Section 21.0112.

April 13, 2016

~~**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 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 \$2,676.00 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 118. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
WARREN M. S. ERNST, City Attorney

BY 
Assistant City Attorney

PROPERTY ACQUISITION

City of Dallas Drawing No. 423R-54 (Parcel 141)
 9,326 Sq. Ft. or 0.2141 Acres
 Being a Part of Lot 17 City of Dallas Block 7/6122
 Of South Dallas Gardens Addition
 Thomas Lagow Survey, Abstract No.759
 City of Dallas, Dallas County, Texas
 From Gaythell Smith

Being a 9,326 square feet or 0.2141 acre tract of land situated in the Thomas Lagow Survey, Abstract No. 759, in the City of Dallas, Dallas County, Texas, and being part of Lot 17, of Block 7 (Official City of Dallas Block Number 7/6122) of the South Dallas Gardens Addition, an Addition to the City of Dallas, Dallas County, Texas, Recoded by Plat in Volume 1, Page 448, of the Map Records of Dallas County, Texas, being ALL of that tract of land conveyed to Gaythell Smith, recorded in Instrument No. 201000148256 of the Official Public Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a found ½" Iron Rod with Broken Cap (Controlling Monument), point being in the south line of Barber Avenue (30'Right-of-Way) dedicated by said South Dallas Gardens Addition, and being the northwest corner of said G. Smith tract, being the northeast corner of a tract of land conveyed to Jeffery D. Smith, by Deed recorded in Instrument No. 201000184285 of the Official Public Records of Dallas County, Texas, being in the most northerly corner of said Lot 17, Block 7/6122, being in the northwesterly subdivision line of said South Dallas Gardens Addition, and being the most northerly corner of said Block 7/6122;

THENCE South 45°49'30" East, departing said subdivision line, with the south line of said Barber Avenue and the northeast line of said Block 7/6122, a distance of 50.00 feet, to a set ½" iron rod with yellow cap stamped "SGI RPLS 3664", being the northeast corner of said G. Smith tract, being the northwest corner of a tract of land conveyed to Otis Scruggs, by Deed recorded in Volume 80149, Page 1634 of the Deed Records of Dallas County, Texas, being in the northeast line of said Block 7/6122, and the south line of said Barber Avenue;

THENCE South 42°22'50" West, departing the northeast line of said Block 7/6122, over and across said Lot 17, Block 7/6122, with the southeast line of said G. Smith tract, a distance of 185.74 feet, to a set ½" iron rod with yellow cap stamped "SGI RPLS 3664", being the most southerly corner of said G. Smith tract, being in the northeast line of a tract of land conveyed to Lawrence E. Baker and Sharon Titus, by Deed recorded in Volume 99187, Page 3535 of the Deed Records of Dallas County, Texas, and being the most northerly southwest corner of a tract of land conveyed to Colonial Baptist Church, recorded in Volume 5947, Page 85 of the Deed Records of Dallas County, Texas;

THENCE North 47°51'00" West, departing said Colonial Baptist Church and along the common line of said G. Smith tract and said Baker tract, over and across said Lot 17, Block 7/6122, a distance of 49.98 feet, to a set ½" iron rod with yellow cap stamped "SGI RPLS 3664", being in the northwest line of said Lot 17, Block 7/6122, and the northwest subdivision line of said South Dallas Gardens Addition, being in the northwest line of said Block 7/6122, being the common corner for the following tracts, being the most westerly corner of said G. Smith tract, being the most northerly corner of said Baker tract, being the southeast corner of said Jeffery Smith tract, and being the most easterly corner of a tract of land conveyed to Hyman Pearson, ET UX, by Deed recorded in Volume 5387, Page 412 of the Deed Records of Dallas County, Texas;

THENCE North 42°22'50" East, along the common northwest line of said Lot 17, Block 7/6122, the northwest line of said Block 7/6122, and the northwest subdivision line of said South Dallas



FIELD NOTES APPROVED:

DER 4/15/14

PROPERTY ACQUISITION

City of Dallas Drawing No. 423R-54 (Parcel 141)
9,326 Sq. Ft. or 0.2141 Acres
Being a Part of Lot 17 City of Dallas Block 7/6122
Of South Dallas Gardens Addition
Thomas Lagow Survey, Abstract No.759
City of Dallas, Dallas County, Texas
From Gaythell Smith

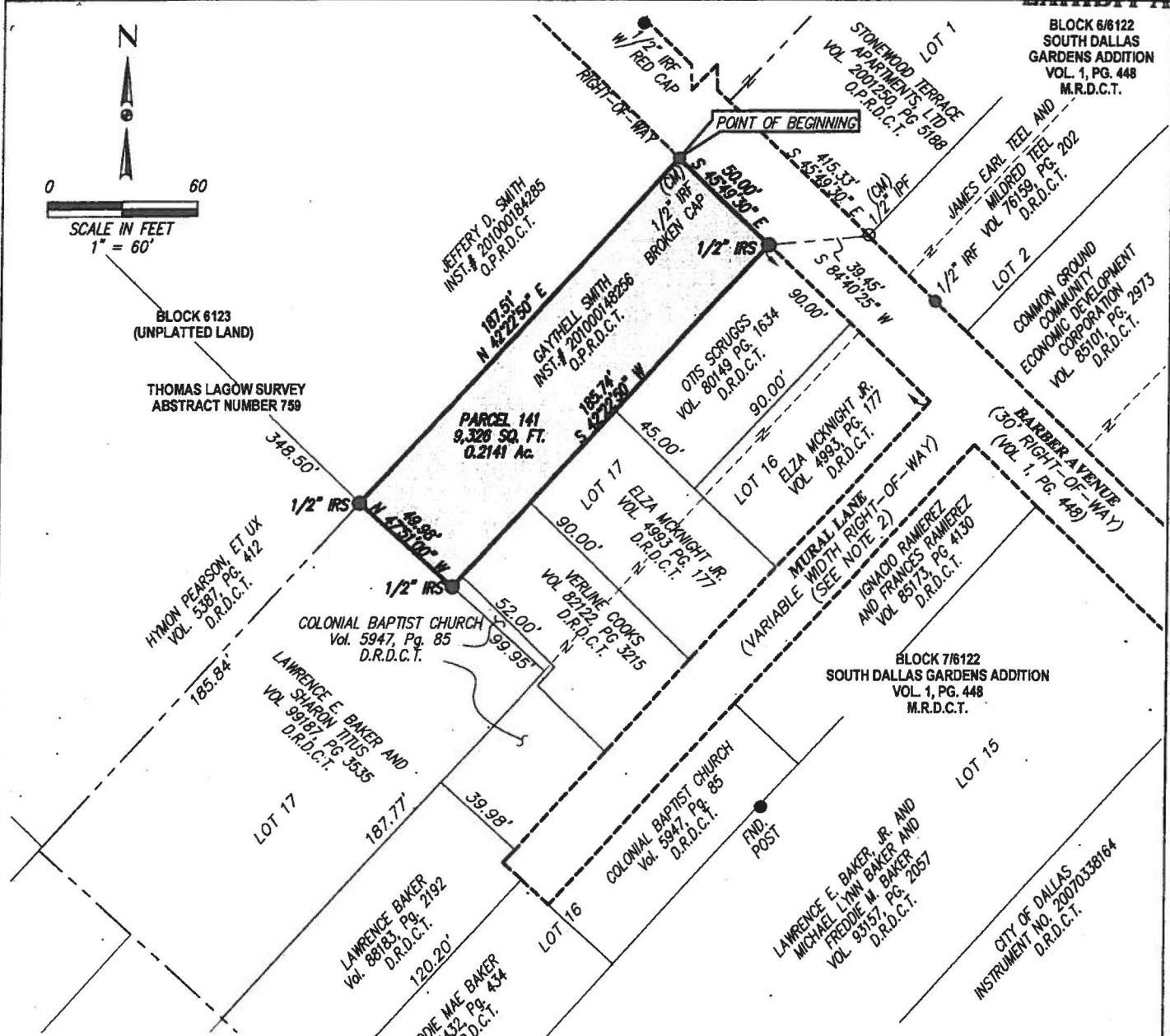
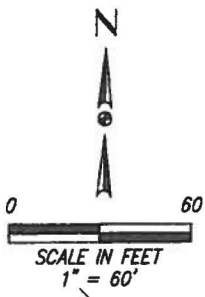
Gardens Addition, the northwest line of said G. Smith tract and the southeast line of said Jeffery Smith tract, a distance of 187.51 feet, to the **POINT OF BEGINNING** and containing 0.2141 acres (9,326 square feet) of land, more or less.

BASIS OF BEARING State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. All Coordinates are State Plane on grid values. All Distances are Surface Distances. Surface Adjustment Scale Factor: 1.0001365060.



FIELD NOTES APPROVED:

DER 4/15/14



LEGEND

- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY TEXAS
- M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY TEXAS
- CM. CONTROLLING MONUMENT
- IPF IRON PIPE FOUND (SIZE AS NOTED)
- IRF IRON ROD FOUND (SIZE AS NOTED)
- Subdivision Line
- - - Lot Line
- Property Line
- - - Right-of-Way Line
- 1/2" IRS 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "SGI RPLS 3664" (UNLESS OTHERWISE NOTED)

GENERAL NOTES

1. BASIS OF BEARING
STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983. ALL COORDINATES ARE STATE PLANE ON GRID VALUES. ALL DISTANCES ARE SURFACE DISTANCES. SURFACE ADJUSTMENT SCALE FACTOR : 1.0001365060.
2. MURAL LANE IS A " VARIABLE WIDTH ROADWAY BY USE AND OCCUPATION", REFERENCED AS A 25 FEET WIDE STREET EASEMENT IN THE FOLLOWING DEEDS: VOLUME 3975, PAGE 99; VOLUME 4993, PAGE 175; VOLUME 4993, PAGE 175.



PROPERTY ACQUISITION
 CITY OF DALLAS DRAWING NO. 423R-54 (Parcel 141)
 9,326 Sq. Ft. or 0.2141 Acres
 BEING A PART OF LOT 17, CITY OF DALLAS BLOCK 7/6122 OF THE SOUTH DALLAS GARDENS ADDITION Thomas Lagow Survey, Abstract No. 759 City of Dallas, Dallas County, Texas From GAYTHELL SMITH

SGI Civil Engineers - Surveyors
 TBPLS FIRM No. 10070800
 TBPE FIRM No. 5482
 PHONE: (214) 941-8610

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 7
DEPARTMENT: Trinity Watershed Management
CMO: Mark McDaniel, 670-3256
MAPSCO: 47T

SUBJECT

Authorize acquisition, ~~including the exercise of the right of eminent domain, if such becomes necessary,~~ from Lawrence E. Baker, Jr., Michael Lynn Baker and Freddie M. Baker, of an improved tract of land containing approximately 36,626 square feet located on Barber Avenue near its intersection with Mural Lane for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project - Not to exceed \$25,538 (\$22,538 plus closing costs and title expenses not to exceed \$3,000) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes the acquisition of approximately 36,626 square feet of land improved with fencing from Lawrence E. Baker, Jr., Michael Lynn Baker and Freddie M. Baker. This property is located on Barber Avenue near its intersection with Mural Lane and will be used for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project. The consideration is based upon an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item ~~will be~~ was provided to the Transportation and Trinity River Project Committee on March 21, 2016.

On March 23, 2016, this item was deferred by Councilmember Young.

FISCAL INFORMATION

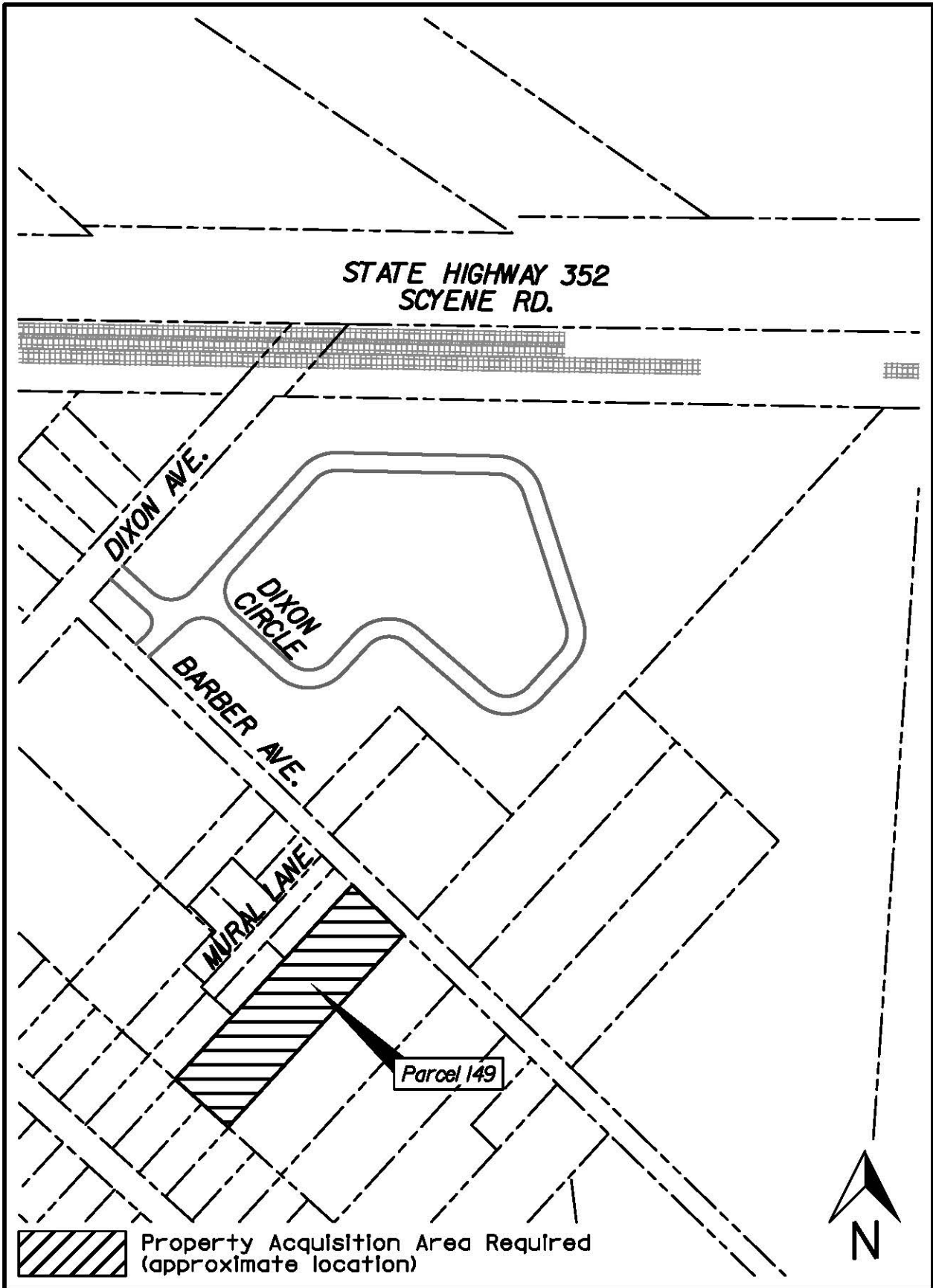
2006 Bond Funds - \$25,538 (\$22,538 plus closing costs and title expenses not to exceed \$3,000)

OWNERS

Lawrence E. Baker, Jr.
Michael Lynn Baker
Freddie M. Baker

MAP

Attached



April 13, 2016

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": Approximately 36,626 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": Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel

"USE": The construction, installation, use, and maintenance of a realigned section of roadway, utility relocation, land area to support tunnel construction and operation, together with such appurtenant facilities as may be necessary.

"PROPERTY INTEREST": Fee Simple

"OWNER": Lawrence E. Baker, Jr., Michael Lynn Baker and Freddie M. Baker, 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": \$22,538.00

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$3,000.00

"AUTHORIZED AMOUNT": \$25,538.00

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.

April 13, 2016

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. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4210, Encumbrance No. CT-TWM06T525J3, CLOSING COSTS AND TITLE EXPENSES payable out of 2006 Bond Funds: Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4230, Encumbrance No. CT-TWM06T525J4. 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 86. 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 97. That OWNER has been provided with a copy of the Landowner's Bill of Rights as required by Texas Property Code Section 21.0112.

April 13, 2016

~~**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 \$3,000.00 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 118. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
WARREN M. S. ERNST, City Attorney

BY



Assistant City Attorney

EXHIBIT A

City of Dallas Drawing No. 423R-54 (Parcel 149)
Description of a 0.8408 Acres (36,626 Sq. Ft.)
Tract to be Acquired
All of Lot 15, Block 7,
South Dallas Gardens Addition
City of Dallas Block 7/6122
Thomas Lagow Survey, Abstract No. 759
City of Dallas, Dallas County, Texas
From Lawrence E. Baker

Being situated in the Thomas Lagow Survey, Abstract Number 759, City of Dallas, Dallas County, Texas, and being all of Lot 15, Block 7 (Block 7/6122, Official City of Dallas Block Numbers) of the South Dallas Gardens addition, an addition to the City of Dallas dated June 4, 1914, and recorded in Volume 1, Page 447, of the Map Records of Dallas County, Texas, and being Part of the property conveyed to Lawrence E. Baker, Jr. and Michal Lynn Baker and Freddie M. Baker by Warranty Deed dated July 14, 1993, recorded in Volume 93157, Page 2057 of the Deed Records of Dallas County, Texas and containing approximately 0.8408 Acres (36,626 square feet) of land according to the plat thereof.

This description is approved as to form.



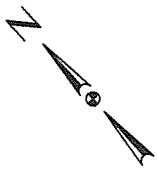
Scott Holt, RPLS
Survey Program Manager
City of Dallas

4/24/2015

Date



FIELD NOTES APPROVED:
ASR 4/24/15



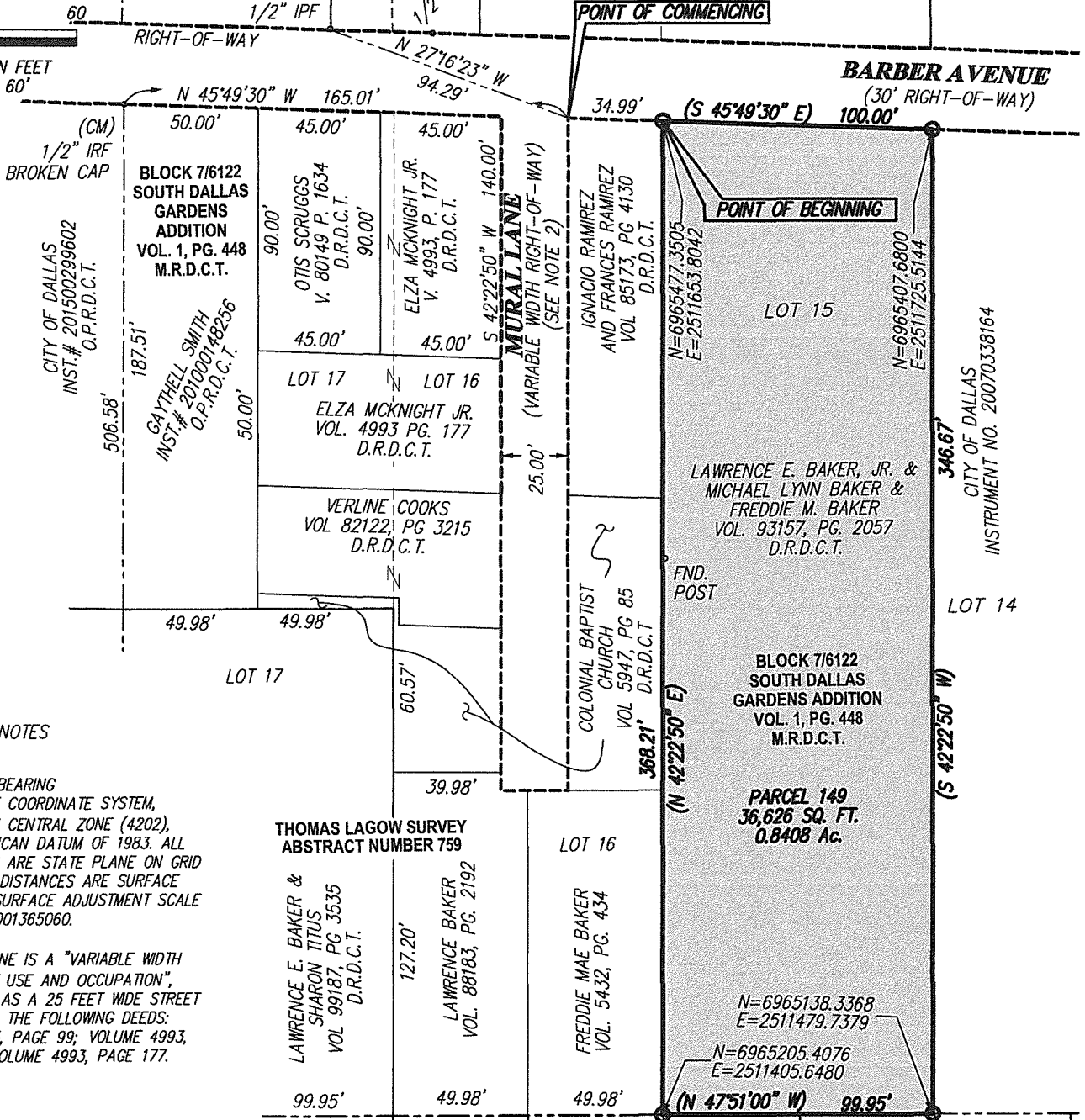
SCALE IN FEET
1" = 60'

STONEWOOD TERRACE
APARTMENTS, LTD
VOL. 2001250, PG 5188
D.R.D.C.T.

JAMES EARL TEEL
& MILDRED TEEL
VOL. 76159, PG. 202
D.R.D.C.T.

BLOCK 616122
SOUTH DALLAS
GARDENS ADDITION
VOL. 1, PG. 448
M.R.D.C.T.

CITY OF DALLAS
INST. # 201500299602
O.P.R.D.C.T.



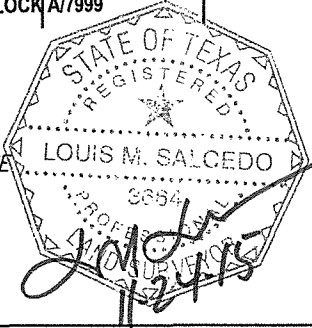
GENERAL NOTES

1. BASIS OF BEARING
STATE PLANE COORDINATE SYSTEM,
TEXAS NORTH CENTRAL ZONE (4202),
NORTH AMERICAN DATUM OF 1983. ALL
COORDINATES ARE STATE PLANE ON GRID
VALUES. ALL DISTANCES ARE SURFACE
DISTANCES. SURFACE ADJUSTMENT SCALE
FACTOR: 1.0001365060.
2. MURAL LANE IS A "VARIABLE WIDTH
ROADWAY BY USE AND OCCUPATION",
REFERENCED AS A 25 FEET WIDE STREET
EASEMENT IN THE FOLLOWING DEEDS:
VOLUME 3975, PAGE 99; VOLUME 4993,
PAGE 175; VOLUME 4993, PAGE 177.

LEGEND

VOL. PG.	VOLUME XX, PAGE XX	---	COMMON LOT LINE
V. P.	VOLUME XX, PAGE XX	---	RIGHT-OF-WAY LINE
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY TEXAS	---	DEED LINE
M.R.D.C.T.	MAP RECORDS OF DALLAS COUNTY TEXAS	---	SUBDIVISION LINE
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY TEXAS	---	PROPERTY ACQUISITION
CM	CONTROLLING MONUMENT	---	
○	IRON PIPE FOUND (IPF)	---	
●	IRON ROD FOUND (IRF)	---	

CE JOHNSON'S UNRECORDED SUBDIVISION
CITY BLOCK 71999



CITY OF DALLAS DRAWING NO. 423R-54 (Parcel 149)
DESCRIPTION OF A 36,626 Sq. Ft. or 0.8408 Acres
TRACT TO BE ACQUIRED
ALL OF LOT 15, BLOCK 7
SOUTH DALLAS GARDENS ADDITION
BEING A PART OF CITY OF DALLAS BLOCK 7/6122
Thomas Lagow Survey, Abstract No. 759
City of Dallas, Dallas County, Texas
From LAWRENCE E. BAKER JR.

SGI Civil Engineers - Surveyors
Salcedo Group, Inc.
TBPLS FIRM No. 10070800
TBPE FIRM No. 5482
PHONE: (214) 941-8610

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 2, 7, 14

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 M

SUBJECT

Authorize **(1)** an amendment to the development agreement with 42 Deep Ellum, LP, for the Deep Ellum Crossroads redevelopment project previously approved on September 10, 2014 by Resolution No. 14-1631 in Tax Increment Financing District Reinvestment Zone Number Twelve (Deep Ellum TIF District) to **(a)** split project into phases and allow TIF reimbursement for each phase upon completion and satisfaction of TIF contingencies for that phase; **(b)** define Project phases as follows: Phase A \$1,379,700 in private investment and \$500,000 in TIF reimbursement to renovate and lease 2702 Main; Phase B at \$5,500,000 in private investment and \$1,125,000 in TIF reimbursement to renovate and lease 2625, 2626, 2646, 2650, and 2701 Main; Phase C \$12,047,680 in private investment and \$1,875,000 in TIF reimbursement to renovate and lease at 2635, 2642, 2639, 2647, 2649, 2653, 2656, 2708 Main, 2646 Elm, and 2653 Commerce, and Parking lots at 2607, 2619, 2621, 2623, 2626, and 2642 Main, 2703, 2705, and 2711 Commerce; **(c)** increase maximum Economic Development TIF grant funding by \$25,000 from \$775,000 to \$800,000 and decrease public improvements TIF funding by \$25,000 from \$2,725,000 to \$2,700,000; **(d)** clarify that project is only eligible for 10% allocation from general increment upon completion of all phases and satisfaction of all TIF contingencies; **(e)** assign ownership from 42 Deep Ellum, LP (“Assignor”), a limited partnership which intends to assign all right, title, and interest in and to the property owner to 42 GP Deep Ellum, LLC, a limited liability company and general partner of 42 Deep Ellum, LP, a limited partnership (“Assignee”), through Assignment and Assumption of TIF Agreements, executed by the final executed Development Agreement for Deep Ellum Crossroads; and **(2)** a resolution declaring the intent of Tax Increment Financing District Reinvestment Zone Number Twelve (Deep Ellum TIF District) to reimburse 42 GP Deep Ellum, LLC, up to \$3,500,000, for TIF-eligible project costs pursuant to the development agreement with 42 GP Deep Ellum, LLC - Financing: No cost consideration to the City

BACKGROUND

Economic Development Staff has been working with 42 GP Deep Ellum, LLC on a proposal to redevelop 22 buildings located on both the north and south sides of the 2600 and 2700 blocks of Main Street, as well as 2646 Elm, 2653 Commerce, and the parking lots at 2703, 2705, and 2711 Commerce. This project represents the first phase of this effort.

These buildings fall into two categories: historic red-brick buildings constructed between the 1920s and 1940s and concrete masonry block buildings built between the 1960s and 1970s. Over the years, the buildings have served multiple uses including retail, office, and service. Currently around 40% percent of the project area is vacant and is in need of repair and restoration. The planned scope of work for the project site features several unique commercial improvements including a mid-block connection called “The Alley”, between Main Street and Elm Street, opening up more buildings for available leasing space and new public plazas.

The project will revitalize currently vacant buildings in Deep Ellum’s historic core as a walkable destination for entertainment, retail, and restaurants. The historic brick buildings will be rehabilitated in order to create new storefronts for small businesses. No existing buildings will be demolished as part of the redevelopment project. In addition, no portion of the redevelopment project will include residential.

This project was initially approved on September 24, 2014 by City Council. During the Development Agreement process the applicant, 42 Deep Ellum, LP, requested adding phases to the project for reimbursement needs and an assignment of ownership from 42 Deep Ellum, LP (“Assignor”), a limited partnership with intends to assign all right, title, and interest in and to the property owner to 42 GP Deep Ellum, LLC, a limited liability company and general partner of 42 Deep Ellum, LP, a limited partnership (“Assignee”), through the final executed Development Agreement for Deep Ellum Crossroads. These changes require returning the project to the Deep Ellum TIF Board and City Council for consideration. The Deep Ellum TIF Board met and supported the changes presented on February 19, 2016.

ESTIMATED SCHEDULE OF PROJECT

Start Date	January 2016
Completion Date	December 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 5, 2014, the Deep Ellum TIF District Board of Directors reviewed and recommended approval of a development agreement with 42 Deep Ellum, LP, for TIF funding for the Deep Ellum Crossroads project in an amount not to exceed \$3,500,000, of which \$775,000 is in the form of an Economic Development TIF Grant.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (Continued)

On September 15, 2014, the Economic Development Committee was briefed on the proposed Deep Ellum Crossroads redevelopment project and recommended approval.

On September 24, 2014, City Council authorized a development agreement with 42 Deep Ellum, LP, and TIF funding for the redevelopment of 2609-2711 Main, 2646 Elm, 2653-2711 Commerce and surface parking lots at 2607, 2619, 2621, and 2623 Main in an amount not to exceed \$3,500,000 by Resolution No. 14-1631.

On February, 19, 2016 the Deep Ellum TIF District board of directors reviewed and recommended approval of an amendment to the development agreement with 42 GP Deep Ellum, LLC, for the Deep Ellum Crossroads redevelopment project previously approved on September 10, 2014 by Resolution No. 14-1631 to **(1)** split project into phases and allow TIF reimbursement for each phase upon completion and satisfaction of TIF contingencies for that phase; **(2)** define Project phases as follows:

- a. Phase A - \$1,379,700 in private investment and \$500,000 in TIF reimbursement to renovate and lease building located at 2702 Main;
- b. Phase B - \$5,500,000 in private investment and \$1,125,000 in TIF reimbursement to renovate and lease buildings located at 2625, 2626, 2646, 2650, and 2701 Main; and
- c. Phase C - \$12,047,680 in private investment and \$1,875,000 in TIF reimbursement to renovate and lease buildings located at 2635, 2642, 2639, 2647, 2649, 2653, 2656, 2708 Main, 2646 Elm, and 2653 Commerce, and parking lots at 2607, 2619, 2621, 2623, 2626, and 2642 Main, 2703, 2705, and 2711 Commerce.

(3) increase maximum Economic Development TIF grant funding by \$25,000 from \$775,000 to \$800,000 and decrease public improvements TIF funding by \$25,000 from \$2,725,000 to \$2,700,000; **(4)** clarify that project is only eligible for 10% allocation from general increment upon completion of all phases and satisfaction of all TIF contingencies; and **(5)** assignment of ownership from 42 Deep Ellum, LP (“Assignor”), a limited partnership with intends to assign all right, title, and interest in and to the property owner to 42 GP Deep Ellum, LLC, a limited liability company and general partner of 42 Deep Ellum, LP, a limited partnership (“Assignee”), through the final executed Development Agreement for Deep Ellum Crossroads.

Information about this item will be provided to the Economic Development Committee on April 4, 2016.

FISCAL INFORMATION

No cost consideration to the City

PROJECT COUNCIL DISTRICT

2

OWNER

42 GP Deep Ellum, LLC

Scott Rohrman
President and CEO
8333 Douglass Ave. Ste.342
Dallas, Texas 75225

DEVELOPER

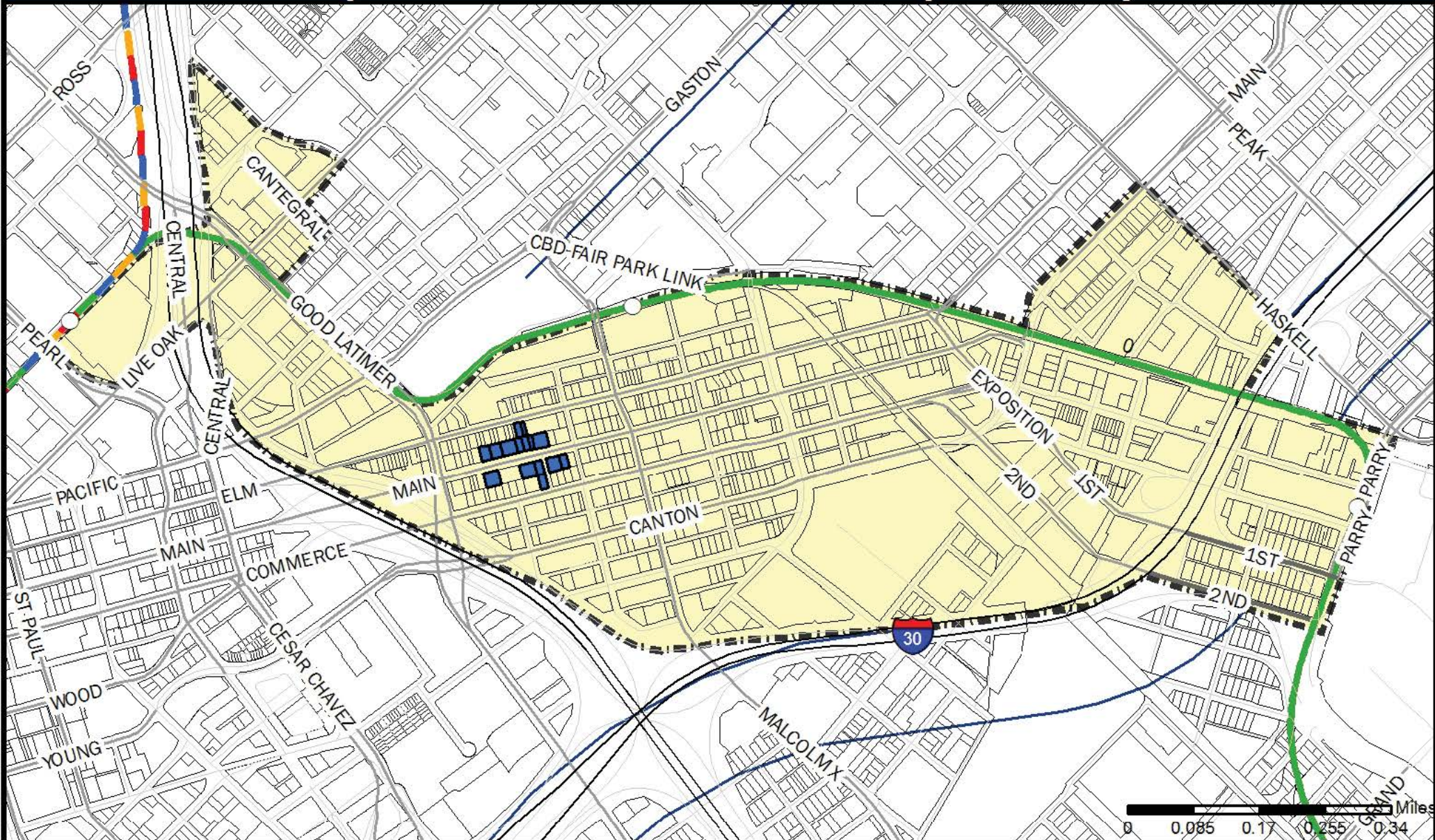
42 GP Deep Ellum, LLC

Scott Rohrman
President and CEO
8333 Douglass Ave., Ste. 342
Dallas, TX 75225

MAP

Attached.

Deep Ellum Crossroads Redevelopment Project

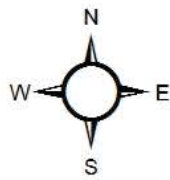


City of Dallas

<http://www.Dallas-EcoDev.org>
Created 5/2014

Legend

- | | | | |
|-------------------|------------------------------|-----------------|-------------------------|
| Parcel2013Cert | Deep Ellum Crossroads | DART Red Line | DART Orange Line |
| 2030 transit plan | Deep Ellum TIF 2014 Boundary | DART Blue Line | Trinity Railway Express |
| | | DART Green Line | Rail Station |



April 13, 2016

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, the City recognizes the importance of the use of economic development incentives as a necessary tool in attracting new developments and new jobs to the Deep Ellum TIF District; and

WHEREAS, on June 22, 2005, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Twelve, (Deep Ellum TIF District), in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the Deep Ellum area through the use of tax increment financing by Ordinance No. 26043; and

WHEREAS, on April 12, 2006, City Council authorized the adoption of the Final Project Plan and Reinvestment Zone Financing Plan for the Deep Ellum TIF District in accordance with the Act by Ordinance No. 26304, as amended; and

WHEREAS, on August 5, 2014, the Deep Ellum TIF District Board of Directors reviewed and recommended approval of a development agreement with 42 Deep Ellum, LP, for TIF incentives and dedication of TIF funding for TIF incentives and dedication of TIF funding for eligible costs (Water, Wastewater, Storm, & Off-Site Utility Replacement; Paving, Streetscape, & Lighting; Open Spaces & Trails; Façade Restoration; Environmental Remediation, Interior/Exterior Demolition) in an amount not to exceed \$2,725,000 plus an Economic Development TIF Grant in an amount not to exceed \$775,000 for a total not to exceed \$3,500,000 for redevelopment of the buildings and properties addressed as 2609-2711 Main; 2646 Elm; 2653-2711 Commerce; and

WHEREAS, on August 27, 2014, City Council in accordance with the Tax Increment Financing Act, as amended, V.T.C.A Texas Tax Code, (Chapter 311), called a public hearing to be held on September 10, 2014, to hear citizen comments and concerns regarding the proposed Deep Ellum TIF District amendments and amended Project Plan and Reinvestment Zone Financing Plan for the District in which that public hearing was duly held and closed; and

WHEREAS, on September 15, 2014, the Economic Development Committee was briefed and recommended approval of TIF funding for Deep Ellum Crossroads development project in an amount not to exceed \$3,500,000; and

WHEREAS, on September 24, 2014, City Council authorized a development agreement with 42 Deep Ellum, LP, and TIF funding for the redevelopment of 2609-2711 Main, 2646 Elm, 2653-2711 Commerce and surface parking lots at 2607, 2619, 2621, and 2623 Main in an amount not to exceed \$3,500,000 by Resolution No. 14-1631; and

April 13, 2016

WHEREAS, on February, 19, 2016 the Deep Ellum TIF District board of directors reviewed and recommended approval of an amendment to the development agreement with 42 Deep Ellum, LP, for the Deep Ellum Crossroads redevelopment project previously approved on September 10, 2014 by Resolution No. 14-1631 to (1) split project into phases and allow TIF reimbursement for each phase upon completion and satisfaction of TIF contingencies for that phase; (2) define Project phases as follow: a. Phase A - \$1,379,700 in private investment and \$500,000 in TIF reimbursement to renovate and lease building located at 2702 Main; b. Phase B - \$5,500,000 in private investment and \$1,500,000 in TIF reimbursement to renovate and lease buildings located at 2625, 2626, 2646, 2650, and 2701 Main; c. Phase C - \$12,047,680 in private investment and \$1,500,000 in TIF reimbursement to renovate and lease buildings located at 2635, 2642, 2639, 2647, 2649, 2653, 2656, 2708 Main, 2646 Elm, and 2653 Commerce, and parking lots at 2607, 2619, 2621, 2623, 2626, and 2642 Main, 2703, 2705, and 2711 Commerce; (3) increase maximum Economic Development TIF grant funding by \$25,000 from \$775,000 to \$800,000 and decrease public improvements TIF funding by \$25,000 from \$2,725,000 to \$2,700,000; (4) clarify that project is only eligible for 10% allocation from general increment upon completion of all phases and satisfaction of all TIF contingencies – Financing: Deep Ellum TIF District Funds; and (5) assignment of ownership from 42 Deep Ellum, LP (“Assignor”), a limited partnership with intends to assign all right, title, and interest in and to the property owner to 42 GP Deep Ellum, LLC, a limited liability company and general partner of 42 Deep Ellum, LP, a limited partnership (“Assignee”), through the final executed Development Agreement for Deep Ellum Crossroads; and

WHEREAS, on April 4, 2016, information about this item will be provided to the Economic Development Committee; and

WHEREAS, in furtherance of the Deep Ellum TIF District Final Project Plan and Reinvestment Zone Financing Plan and to promote within the Deep Ellum TIF District: (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to continue to provide economic incentives to 42 GP Deep Ellum, LLC for the redevelopment of the Deep Ellum Crossroads project, in the Deep Ellum TIF District as described in the concept renderings and phasing map attached hereto as **Exhibits A and B** respectively; and

WHEREAS, the expenditure of TIF funds supporting this development is consistent with promoting development and redevelopment of the Deep Ellum TIF District in accordance with the purposes for its creation, the City’s revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan for the Deep Ellum TIF District.

April 13, 2016

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a development agreement with 42 GP Deep Ellum, LLC, and the City of Dallas, on behalf of the Deep Ellum TIF District for the Deep Ellum Crossroads redevelopment project.

Section 2. That the Deep Ellum TIF District Board of Directors is authorized to dedicate future Deep Ellum TIF revenues in an amount not to exceed \$3,500,000, of which up to \$800,000 is in the form of an Economic Development TIF Grant, for project costs associated with the Deep Ellum Crossroads, commercial redevelopment project, in the Deep Ellum TIF District, as shown in **Exhibit C** – TIF Budget – Eligible Project Costs. These costs include, but are not limited to design, engineering, construction management, professional services, paving, utilities and streetscape improvement costs for the Deep Ellum Crossroads redevelopment project.

Section 3. That the Chief Financial Officer is hereby authorized to encumber and disburse funds from future tax increments and subject to future appropriations from:

Phase A

Deep Ellum TIF District Fund - Fund 0056, Department ECO, Unit P921, Object 3016, Activity DETI, Program No. DETIF0003, CT ECOP921K287, Vendor No. VS86192, in an amount not to exceed \$500,000; and

For a total not to exceed \$500,000 for Phase A of the Project.

Phase B

Deep Ellum TIF District Fund - Fund 0056, Department ECO, Unit P921, Object 3072, Activity DETI, Program No. DETIF0003, CT ECOP921K287, Vendor No. VS86192, in an amount not to exceed \$825,000;

Deep Ellum TIF District Fund - Fund 0056, Department ECO, Unit P921, Object 3016, Activity DETI, Program No. DETIF0003, CT ECOP921K287, Vendor No. VS86192, in an amount not to exceed \$300,000; and

For a total not to exceed \$1,125,000 for Phase B of the Project.

April 13, 2016

Section 3. (Continued)

Phase C

Deep Ellum TIF District Fund - Fund 0056, Department ECO, Unit P921, Object 4510, Activity DETI, Program No. DETIF0003, CT ECOP921K287, Vendor No. VS86192 , in an amount not to exceed \$750,000;

Deep Ellum TIF District Fund - Fund 0056, Department ECO, Unit P921, Object 3072, Activity DETI, Program No. DETIF0003, CT ECOP921K287, Vendor No. VS86192 , in an amount not to exceed \$750,000;

Deep Ellum TIF District Fund - Fund 0056, Department ECO, Unit P921, Object 3072, Activity DETI, Program No. DETIF0003, CT ECOP921K287, Vendor No. VS86192 , in an amount not to exceed \$375,000;

For a total not to exceed \$1,875,000 for Phase C of the Project.

For a total amount for all phases not to exceed \$3,500,000.

Funds may be shifted from the Economic Development TIF Grant category to the Streetscape improvements category only, as long as the total TIF funding does not exceed \$3,500,000.

Section 4. That nothing in the resolution shall be construed to require the City to approve future dedications of Deep Ellum TIF revenues (the "TIF Subsidy") from any source of the City funds other than the Deep Ellum TIF District Fund. Any portion of the TIF Subsidy that remains unpaid due to lack or unavailability of Deep Ellum TIF District Funds shall no longer be considered project costs of the Deep Ellum TIF District or the City and the obligation of the Deep Ellum TIF District to pay 42 Deep Ellum, LP shall automatically expire.

Section 5. That the TIF Subsidy to be provided 42 GP Deep Ellum, LLC, will be based on the Deep Ellum TIF District's Increment Allocation Policy and Reimbursement Queue for the sharing of future revenues in the Tax Increment Fund, adopted by the Deep Ellum TIF District Board of Directors August 5, 2014, attached as **Exhibit D**.

Section 6. That in addition to the conditions set out in the Sections above, the Development Agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

April 13, 2016**Section 6. (Continued)**

- A. Minimum private investment of \$14,000,000 for the Project, including acquisition, construction and construction related soft costs with Phase A including a minimum of \$1,000,000, Phase B including a minimum of \$3,000,000, and Phase C including a minimum of \$10,000,000.

The term “Invest” or “Investment” means the sum of all acquisition costs, construction costs (hard and soft) paid, payable or actually incurred by or on behalf of the Owner, with respect to the Project and the improvements thereon. Construction related soft costs include the following items: architecture and engineering, interior design, consulting, construction management. Construction management is solely intended to cover fees paid to an outside consultant or third party who confirms the quality of the work. Construction management fees must be invoiced with a detailed description of work performed. Carrying or other similar costs shall not be considered toward this definition of project investment. The owner must provide verification of all expenditures;

- B. Investment shall include a minimum of \$1,500,000 for the following TIF Eligible expenditures associated with the “Project”:
- a. Paving, Streetscape, & Lighting – minimum \$425,000 for Phase C. Total minimum for the project at \$425,000.
 - b. Open Spaces & Trails – minimum \$425,000 for Phase C. Total minimum for the project at \$425,000.
 - c. Façade Restoration/Environmental/Remediation/Demolition – minimum \$500,000 for Phase B, and \$150,000 for Phase C. Total minimum for the project at \$650,000.
- C. Redevelopment of the Project shall include a minimum 5,000 square feet of retail/restaurant space for Phase A, a minimum 20,000 square feet of retail/restaurant space for Phase B, and a minimum 20,000 square feet of retail/restaurant space and a minimum 15,000 square feet of back of house/common space for Phase C, totally a minimum of 65,000 square feet including public plaza space.
- a. Phase A will include a minimum of 5,000 square feet of air conditioned restaurant/retail space.
 - b. Phase B will include a minimum of 20,000 square feet of air conditioned restaurant/retail space.

April 13, 2016

Section 6. (Continued)

- c. Phase C will include a minimum of 25,000 square feet of air conditioned restaurant/retail space and 15,000 of public plaza spaces.
- D. Each Phase is eligible for reimbursement upon completion and satisfaction of all TIF contingencies. Some Phases may have been started or completed by Owner before the finalization of the Development Agreement. The condition for each Phase is as follows:
 - a. Phase A: Completion of construction and a certificate of occupancy at 2702 Main Street with a total private investment of a minimum of \$1,000,000 to be eligible for \$500,000 of TIF reimbursement.
 - b. Phase B: Completion of construction and certificates of occupancy for 28,000 additional square feet being some or all of 2625, 2626, 2646, 2650 and 2701 Main with a minimum investment of \$3,000,000 shall be eligible for \$1,125,000 of TIF reimbursement.
 - c. Phase C: Completion and certificates of occupancy for the remaining square feet of the project and completion of Plaza on 2647 Main St. with a minimum investment of \$10,000,000 shall be eligible for \$1,875,000 of TIF reimbursement.
- E. Obtain a building and/or demolition permit from the City and start construction for each Phase, starting with Phase A of the Project by January 30, 2016;
- F. Obtain a Certificate of Occupancy (CO) for the contemplated ground floor improvements (excluding the elevators) for Phase A by December 31, 2016; Phase B by December 31, 2017; and Phase C by December 31, 2018;
- G. If applicable, obtain final acceptance of public infrastructure improvements associated with the Project, as evidenced by the issuance of December 31, 2018 a Green Tag from the Public Works Department by December 31, 2018, and submit documentation to the Office of Economic Development (the "OED");
- H. If applicable, execute an Operating and Maintenance agreement for public infrastructure improvements associated with the Project by December 31, 2018 or no later than the completion of Phase C, for a period of 20 years;
- I. A minimum of 25% of the total net leasable square footage of commercial (non-residential) space with a minimum of at least 50% of ground floor space per Phase must be occupied prior to TIF payment for each Phase;

April 13, 2016**Section 6. (Continued)**

- J. On July 25, 2014, the design for the project was reviewed by the Urban Design Peer Review Panel (the “UDPRP”), an independent group of design, engineering, and/or planning professionals selected by the Dallas City Manager and required for all Deep Ellum TIF District projects. Recommendations by the UDPRP related to the Project are:
- a. Support for the proposed building improvements, overall concept, and attention to detail of the proposal as acceptable and appropriate.
 - b. Support for landscape improvements including additional trees to reinforce continuity along Main as well as to provide additional shade for the pedestrian experience along Main Street.
 - c. The panel encourages the exploration of alternative parking solutions over time to support the character of the area.
- Recommendations by the UDPRP related to future improvements are not finalized at this time and are subject to change.
- K. Comply with UDPRP’s design recommendations for the Project as a condition of approval by the TIF Board;
- L. Construction of project improvements and building renovations shall be in general conformance with site plans approved by the Urban Design Peer Review Panel, Deep Ellum TIF Board of Directors and Dallas City Council;
- M. The Project shall be managed by a management company acceptable to the Director of the OED, such approval not being unreasonably withheld;
- N. Owner shall submit to the Director of the OED a quarterly status report for ongoing work on the project, as well as public improvements. Status reports will be due once every three months after the Council approval date, attached as **Exhibit E**;
- O. Owner shall make a good faith effort to (i) comply with the Business Inclusion and Development (“BID”) goal of twenty-five percent (25%) Minority/Women-owned Business Enterprise (M/WBE) participation for TIF reimbursable improvements and (ii) achieve a goal of 25% certified M/WBE participation for total private improvement construction expenditures for the Project, and meets all reporting requirements for each;

April 13, 2016

Section 6. (Continued)

- P. Project may be completed in three phases beginning December 31, 2016 with completion of all three phases by December 31, 2018. If necessary, the final Project deadline can be extended up to 6 months, subject to the Office of Economic Development Director's and Deep Ellum TIF District Board of Director's approval;
- Q. A minimum of 50% of the total occupied and leased prior to reimbursement payment being released; and
- R. If applicable, execute an Operating and Maintenance agreement for public infrastructure improvements associated with the Project no later than December 31, 2018, for a period of 20 years.

Section 7. That should 42 GP Deep Ellum, LLC, not perform one or more of the contingencies listed above, the City Manager is authorized to and may terminate the development agreement and disallow the total TIF Subsidy up to an amount not to exceed \$3,500,000.

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.

Exhibit A



Exhibit A



Exhibit A



Exhibit A



Exhibit A





Exhibit A

Exhibit A



Exhibit A



Exhibit A



Exhibit A



Exhibit A



Exhibit A



Exhibit B

MASTER PLAN

VISION

The proposed project is a master plan envisioned for the collection of contiguous properties acquired along Main Street bounded by Good Latimer Expressway and Crowdus Street. The vision for the properties is to create an enlivened corridor along Main with new pedestrian connections enhancing the walkable experience of Deep Ellum. The centerpiece of the proposal is The Alley, an animated mid-block passageway connecting Elm and Main.

A key objective of the master plan is to create a truly "mixed-use" project, integrating a diverse, mutually supportive combination of urban uses including local/micro-retail, restaurants, services, walkways, and seating into one contiguous public realm to be used throughout all times of day and evening. A further objective has been to maximize the usable street frontage for the entire neighborhood, filling in gaps that have segmented Deep Ellum for decades.

The heart of this initiative development lies in the complimentary contrast of new and old; the original century-old buildings serve as the anchor and influence for new contemporary storefronts. This development prides itself on a "polished rawness" that expresses structure and function in a clean, simple, and elegant way through the exposure of genuine building elements such as concrete floors, masonry walls, wood beams and decking, and high volume ceilings. 42 Deep Ellum, while still developing, already holds a powerful story by being nestled into an important historic niche of buildings with an established close-knit community and an authenticity unmatched in Dallas.

- PHASE A
- PHASE B
- PHASE C
- CURRENT PARKING LOTS

* ALL ADDRESSES SHOWN ARE MAIN ST UNLESS OTHERWISE NOTED
 THIS MAP IS NOT INTENDED TO SHOW LOT LINES WITH 100% ACCURACY



Exhibit C
Deep Ellum Crossroads TIF Budget

Redevelopment of Vacant Buildings/Public Plazas					
Description	Phase A	Phase B	Phase C	Total Amount	%
Paving Streetscape, & Lighting (includes paving, landscaping, streetscaping, design, electrical, mechanical, utilities, drainage, and engineering costs)*	\$0	\$0	\$750,000	\$750,000	21.43%
Open Spaces & Trails (including site improvements, engineering, design, and landscaping costs)**	\$0	\$0	\$750,000	\$750,000	21.43%
Façade Restoration/Environmental Remediation & Demolition		\$825,000	\$375,000	\$1,200,000	34.29%
Economic Development TIF Grant	\$500,000	\$300,000	\$0	\$800,000	22.86%
Total TIF Funding Proposed	\$500,000	\$1,125,000	\$1,875,000	\$3,500,000	

The budget shown above outlines anticipated TIF reimbursements for the Deep Ellum Crossroads project and may be shifted from the Economic Development TIF Grant category to the other categories if necessary, as long as the total TIF Reimbursement does not exceed \$3,500,000.

Note: The amounts listed above may include engineering, construction, design, construction management, professional services, utilities and streetscape improvement costs. Construction management is solely intended to cover fees paid to an outside consultant or third party who confirms the quality of the work. Construction management fees must be invoiced with a detailed description of work performed.

Exhibit D
TIF Increment Allocation Policy
Deep Ellum TIF District
Approved by the TIF Board August 5, 2014
Revised by the TIF Board March 3, 2015

It is important for the City of Dallas to encourage as many projects as possible in the Deep Ellum TIF District (the "Deep Ellum TIF District" or "District"). In that spirit, after priority expenditures that benefit the district as a whole, Deep Ellum TIF District funds will be allocated to Developers proportionately, based on the increment created by the Project (as defined below) and Related Projects/Developers (as defined below) within the District, after payment of administrative expenses.

Definitions:

Project (TIF-eligible) - development or redevelopment that adds taxable real property value at a particular site or is a space or facility of public benefit such as open space, trails or cultural facilities. The Project has been approved for TIF funds and all requirements set forth in the development agreement have been completed.

Developer – A person or entity that has completed all requirements for a TIF-eligible Project as set out in the fully executed development agreement for the Project.

Related Project/Developer – if a Developer or a Developer's affiliates (as defined in a development agreement) has other development or redevelopment projects in addition to a TIF-eligible Project, increment from those Related Project(s) may be included in Individual Increment for reimbursement of the TIF-eligible Project expenses. A Developer of a TIF-eligible Project must have at least 50% ownership in any Related Project. These requirements will be further specified in a development agreement where applicable.

Related Projects must create new taxable real property value for the District based on the following criteria:

- New development on previously vacant land or demolished structures.
- Redevelopment or major modification of an existing building if this results in an increased taxable value of 50% or more of the original building or any increase in the floor area of an original building if the expansion is over 50% for residential projects, over 65% for mixed-use projects, and over 75% for office/showroom projects.

Total Increment – the annual amount of increment deposited into the TIF fund from the participating jurisdictions.

Individual Increment – the portion of the increment that a Project or Related Project creates each year.

Net Individual Increment – Individual Increment less the Project's and/or Related Project's portion of Administrative Expenses each year. This portion will be based on the ratio of Individual Increment to Total Increment.

Administrative Expenses – the City will take a share of TIF revenue from this District for the amount it bills to the District for costs necessary for administration of the TIF District program, which may include charges from other departments, each year.

District-Wide Improvements – improvements that are not specific to a single development site such as gateways, trails, open space, public facilities, or utility/streetscape improvements benefiting multiple properties or blocks.

Shared Increment – the Total Increment less (1) Administrative Expenses, (2) a set-aside for District-Wide Improvements, (3) Catalyst Project Set-Asides and (4) the sum of the Individual Increments of all eligible Developers.

Available Cash - cash in the Deep Ellum TIF District fund that is not already allocated, encumbered, or otherwise set aside for other purposes.

Procedure:

Annually, after the Total Increment has been deposited in the TIF fund, the fund will pay or set aside Administrative Expenses as a first priority prior to any other funds being allocated. A set-aside for District-Wide improvements will be the second funding priority. These funds are intended to be used for projects benefitting the district as a whole and/or be used to leverage funding from non-TIF related sources. Catalyst Project reimbursement will be the third funding priority. These funds are intended to provide incentives related to the Deep Ellum Core District.

After Administrative Expenses, District-Wide Improvement and Catalyst project allocations have been paid or set aside, Developers approved for TIF funding from the Deep Ellum TIF District will be eligible to receive their Net Individual Increment.

In addition to their Net Individual Increment, Developers will be eligible to receive a portion of any Shared Increment. The Shared Increment allotted to an eligible Developer shall be a ratio of an eligible Developer's Individual Increment to the sum of the Individual Increments for all Projects eligible for reimbursement for that year.

Dallas Central Appraisal District (DCAD) certified values for each tax year will be the data source used to determine values for the increment allocation procedure. However, no increment allocation will be made unless a total Project or specific phase as defined in a development agreement is completed by May 1st of a given year, as evidenced by City approval of all supporting documents required in the development agreement. The City's Director of Economic Development will make the final determination in applying future available revenues in the TIF Fund among Projects.

Pre-existing Agreements

The Deep Ellum TIF District has a previous outstanding agreement related to the Reel FX expansion and related streetscape improvements. Funding exists to cover these reimbursements/expenditures. This agreement will be fully funded prior to implementation of this policy.

District-Wide Improvement Set-Aside

The TIF Board shall set-aside 5% of any Shared increment for District-Wide Improvements after administrative expenses. Specific improvement projects are to be determined and the amount of this set aside will be reviewed annually based on updated financial projections and District needs.

Catalyst Projects – Deep Ellum Core increment set-aside

The TIF Board shall set-aside for projects located in the core area of Deep Ellum that make substantial improvements and maintain existing buildings, courtyards and alleys.

A set aside of 10% of any Shared increment shall be allocated to the Deep Ellum Crossroads Project for Catalyst Project reimbursement. This set-aside will be funded after administrative expenses and the District-Wide Set-Aside accounts have been fully funded out of general increment. A set aside of 5% of any Shared increment shall be allocated to the Westdale redevelopment Westdale 2800 DE project. Set-asides for any potential future projects shall be capped at 5% of any Shared Increment.

These redevelopment projects will benefit the Deep Ellum area as a whole and provide a model for future redevelopment efforts in the area. The small buildings create a large part of the character of the district as a whole, yet are prohibitively costly to improve. These projects will be eligible to receive their own increment in addition to this set-aside, subject to successful completion of all contractual requirements.

Notes:

In general, the assignment of increment will be done annually, after each participating jurisdiction has deposited its annual increment into the TIF fund. Upon completion of a Project, developers are eligible to be reimbursed for TIF eligible expenditures from Available Cash currently in the TIF fund, if any.

If the appraised value of the remaining property in the TIF District decreases in value despite new development and as additional TIF Projects are approved and completed, the TIF subsidy for Projects that year may be reduced or unpaid. Similarly, if the sum (1) Administrative Expenses, (2) a set-aside for District-Wide Improvements, (3) Catalyst Project Set-Asides and (4) the sum of the Individual Increments of all eligible Developers, then the Individual Increments shall be allotted on a proportional basis based on the ratio of each Developer's Individual Increment to the sum of the Individual Increments for that year. If there is no revenue available after administrative expenses, there will be no increment payments that year.

At its discretion, the Deep Ellum TIF Board may make modifications or corrections to this Policy to increase its effectiveness.

Exhibit E
Quarterly Project Status Report

Prepared by
42 GP Deep Ellum, LLC

Project Name:
Report Period: From: _____ To: _____
Project Start Date: Required Completion Date: Current Completion Date: Number of units completed:
Briefly describe Project progress during this period:
Which documents did you submit to the City of Dallas Business Development & Procurement Services? When? Which documents did you submit to the City of Dallas Fair Housing Department? When? Describe any issues of concern with the City of Dallas (Office of Economic Development/Business Development & Procurement Services/ Fair Housing Department/Public Work and Transportation etc.)?
Attach 4-8 current construction progress pictures from four sides of the Project.
By: 42 GP Deep Ellum, LLC _____ Scott Rohrman

AGENDA ITEM # 63

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 6
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 11A C

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for A(A) Agricultural District, IR Industrial/Research District, general merchandise and food store, and utility and public service uses on property zoned an A(A) Agricultural District, south of East Belt Line Road and west of South Northlake Road
Recommendation of Staff and CPC: Approval, subject to a conceptual plan, development plan and conditions
Z145-366(SM)

FILE NUMBER: Z145-366(SM) **DATE FILED:** September 30, 2015

LOCATION: South of East Belt Line Road and west of South Northlake Road

COUNCIL DISTRICT: 6 **MAPSCO:** 11A-C

SIZE OF REQUEST: Approx. 99.8 acres **CENSUS TRACT:** 141.27

APPLICANT / OWNER: Oncor Electric Delivery Co./Luminant Generation Co., LLC

REPRESENTATIVE: Dallas Cothrum and Maxwell J. Fisher, Masterplan

REQUEST: An application for a Planned Development District for A(A) Agricultural District, IR Industrial/Research District, general merchandise and food store, and utility and public service uses on property zoned an A(A) Agricultural District.

SUMMARY: The site is currently developed with electrical and natural gas utility uses; the proposed expansions of the utility uses are shown on the proposed development plan. A coal powered generating plant was recently removed from the site and in order to stabilize power distribution to the surrounding areas, new equipment is needed on site. The applicant also proposes to utilize the western portion of the site for recreational uses, such as a park, industrial or warehouse uses, or for general merchandise and food store uses; this area is shown in the conceptual plan.

CPC RECOMMENDATION: Approval, subject to a conceptual plan, development plan and conditions.

STAFF RECOMMENDATION: Approval, subject to a conceptual plan, development plan and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommendation for approval is based upon:

1. *Performance impacts upon surrounding property* – The request site is located between a large arterial road to the north, a lake to the south, and undeveloped land to the east and west. The low density uses that are proposed are consistent with the surrounding property. Except as provided in this paragraph, the maximum height for Subarea A is 24 feet and Subarea B has residential proximity slope restrictions but can allow up to 200 feet in height if there is 600 or more feet from properties within residential zoning districts. However, the Dallas Development Code allows utility and public service uses and institutional uses to be erected to any height consistent with FAA air space limitations, residential proximity slope restrictions, and building codes. This same provision also waves residential proximity slope height restrictions for local utility transmission and distribution lines.¹
2. *Traffic impact* – The conceptual plan designates approximate access points that currently provide access to the site for Subarea A. Subarea B is proposed to be a recreational park, retail, or industrial/warehouse uses that East Belt Line Road has the capacity to accommodate.
3. *Comprehensive Plan or Area Plan Conformance* – The request area is located in the Business Center or Corridor Building Block. The proposed zoning is generally consistent with this building block. Buildings in these building blocks tend to be on separate parcels and stand one to five stories with offices, restaurants and a range of retail and commercial uses.
4. *Justification for PD Planned Development District Zoning as opposed to a straight zoning district* – The nearly 100 acre site provides utilities to the surrounding region. The addition of the new technology, Static VAR Compensators, is proposed to stabilize distribution to provide more reliable electric distribution to the region. These uses are considered local utilities limited to utility services in the Dallas Development Code and require a specific use permit in the A(A) Agriculture District. Since these utilities support the surrounding region, staff supports the creation of this planned development district on the condition that it must follow an approved development plan.

BACKGROUND INFORMATION:

- The earliest aerial photograph of the utility uses on the request site is from 1968. Photography from 1958 shows undeveloped land.
- The residential area to the north was developed in the 1980's according to aerial photography.

¹ Reference Section 51A-4.408(a)(1) of the Dallas Development Code.

- The closest corner of the residential area to the east began development circa 2003 according to aerial photography.
- Between 2010 and 2012, the power generating plant was removed from the site according to aerial photography.
- The lake levels of North Lake have dropped significantly in 2014 according to aerial photography.

Zoning History: There has been one recent zoning change in the vicinity within the last five years.

1. **Z134-175:** On October 8, 2014, City Council approved an application for an expansion of Subareas A-1 and A-2 of Planned Development District No. 741 onto property zoned an A(A) Agricultural District, to incorporate Subareas F and G into Subarea A-2 of Planned Development District No. 741, and to terminate Specific Use Permit No. 1806 for gas drilling and production.
2. **Z134-163:** On May 14, 2014, City Council approved an application for an R-5(A) Single Family District on property zoned an A(A) Agricultural District.
3. **Z134-122:** On April 23, 2013, City Council approved an application for an R-5(A) Single Family District on property zoned an A(A) Agricultural District.

Thoroughfares/Streets:

Thoroughfare/Street	Existing Dimension
Belt Line Road	Variable R.O.W.
Unnamed Gravel Roads	40 feet R.O.W.

Comprehensive Plan: The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as being located along a Commercial Center or Corridor.

These areas primarily function as service and job destinations and are similar to Business Centers or Corridors, but are smaller and incorporate less density. These corridors, commonly at the intersection of major streets, are easily accessed via automobiles. Buckner Boulevard is an example of a Commercial Corridor. Buildings in these areas tend to be on separate parcels and stand one to five stories with offices,

restaurants and a range of retail and commercial uses. In addition to jobs and services, Commercial Centers or Corridors also may include multifamily housing in low- to mid-rise apartment buildings or condominiums. Landscaping and urban design will enhance the visitor’s experience and is used to separate sidewalks from major roads and define pedestrian routes in large parking lots. For large shopping centers, this may involve adding public plazas or other “town center” features. Public transit enhancements as well as quality access and visibility are important components of successful auto-oriented development.

The request is consistent with this building block.

Land Use:

	Zoning	Land Use
Site	A(A)	Utilities
North	R-5(A)	Undeveloped
East	R-5(A)	Undeveloped
South	A(A)	Undeveloped
West	A(A)	Undeveloped

Land Use Compatibility:

The immediate land use surrounding the request site in all directions is undeveloped property. Further flung areas to the north and east are single family uses and warehouses further to the west.

The utilities on site are largely remaining unchanged. In the place of where a power generating plant stood years before, is proposed to be replaced by a new system of electrical equipment called a static VAR compensator. The new equipment allows for more reliable power distribution to the region since the power generating plant is no longer there to provide that stability.

The western portion of the area of request will resemble a further restricted IR Industrial/Research District that would allow some warehouse and industrial uses and general merchandise and food store uses. Similar development types are currently developed further to the west of the site and will allow for a potential recreational complex with athletic fields and game courts with a neighboring municipality. No particular development is planned for the western portion of the site at this time, but future development will require a development plan prior to permits being issued.

Development Standards:

DISTRICT	SETBACKS		Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Proposed							
Modified A(A) Agricultural	20'	20'	1 Dwelling Unit / 3 acres	24'	10%, 25%	N/A	Single family, agricultural; Proposed: utility uses
Modified IR(A) Industrial/Research	20'	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	200' 15 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail
Existing							
A(A) Agricultural	50'	20'	1 Dwelling Unit / 3 acres	24'	10%, 25%	N/A	Single family, agricultural

Parking: The request refers to the Dallas Development Code for minimum off-street parking requirements.

Landscaping: Except as described below, a landscape plan is required for development within the proposed District. However, the landscape requirements for utility and public service uses are proposed to comply with Article X.

The applicant has requested that all utility and public service uses be exempt from a perimeter landscape buffer strip. Staff supports this request because the perimeter screening remains and because irrigation required to support the landscape buffer strip often is damaged over time and the landscaping dies.

Staff recommends approval of this request because the landscape standards proposed would either have to comply with Article X or a landscape plan.

CPC Action – March 3, 2016:

Motion: It was moved to recommend **approval** of a Planned Development District for A(A) Agricultural District, IR Industrial/Research District, and utility and public service uses, subject to a conceptual plan, development plan and conditions on property zoned an A(A) Agricultural District south of Belt Line Road and west of South Northlake Road.

Maker: Anantasomboon
Second: Davis
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Abtahi
Vacancy: 0

Notices: Area: 500 Mailed: 17
Replies: For: 8 Against: 0

Speakers: For (Did not speak): Dallas Cothrum, 900 Jackson St., Dallas, TX, 75202
Robert Hager, 1800 Ross Tower, Dallas, TX, 75201
Against: None

hCue

Report Name : Management Structure

Filtered By : --

Exported By : Tonya Hunt

Exported On : 09/08/2015

Entity Name: Oncor Electric Delivery Company LLC

Name	Title	Title Role
Austin, Joel S.	Vice President and Chief Information Officer	Officer
Carpenter, Walter Mark	Senior Vice President	Officer
Casarez, Richard	Vice President	Officer
Casey, John M.	Vice President - Treasurer	Officer (VP - Appointed)
Clevenger, Don J	Senior Vice President	Officer
Davis, David M	Senior Vice President and Chief Financial Officer	Officer
Dennis, Deborah L.	Senior Vice President	Officer
Elk, Charles W.	Vice President	Officer
Greer, James A.	Senior Vice President and Chief Operating Officer	Officer
Guillory, Angela Y.	Vice President	Officer
Guyton, Michael E.	Senior Vice President and Chief Customer Officer	Officer
Hays, Richard C.	Controller	Officer
Hull, Leslie Keith	Vice President	Officer
Jordan, Walter E.	Vice President - Governmental Affairs	Officer (Appointed)
Lee-Sethi, Jennifer M.	Assistant Secretary	Officer
McKaig, Paul T.	Vice President - Regulatory Affairs	Officer (Appointed)
Nye, E. Allen Jr.	Senior Vice President, General Counsel & Secretary	Officer
Quinn, Timothy Michael	Vice President and Chief Technology Officer	Officer
Ragland, Stephen N.	Vice President - Regulatory	Officer (Appointed)
Shapard, Robert S.	Chief Executive	Officer
Speed, Wesley R.	Vice President	Officer
Stewart, John C.	Vice President and Associate General Counsel - Litigation	Officer (Appointed)
Warren, Autry L.	Vice President	Officer

hCue

Report Name : Management Structure

Filtered By : --

Exported By : Gary Moor

Exported On : 03/24/2015

Entity Name: Luminant Generation Company LLC

Name	Title	Title Role	Role Start
Keglevic, Paul M.	Manager	Manager	08/01/2008
McFarland, M. A.	Manager	Manager	12/31/2012
McFarland, M. A.	Chairman, President and Chief Executive	Officer	12/31/2012
Williams, E. Michael	Chief Fossil Officer	Officer	10/22/2009
Flores, Rafael	Senior Vice President and Chief Nuclear Officer	Officer	02/26/2009
Frenzel, Robert C.	Senior Vice President and Chief Financial Officer	Officer	03/01/2012
Muscato, Stephen J.	Senior Vice President and Chief Commercial Officer	Officer	12/31/2012
Federwisch, Richard R.	Senior Vice President	Officer	10/09/2007
Ho, Joseph C.	Senior Vice President	Officer	02/03/2014
Horn, Stephen G.	Senior Vice President	Officer	02/26/2013
Howard, Carla A.	Senior Vice President	Officer	12/31/2012
Kopenitz, Stephen J.	Senior Vice President	Officer	10/09/2007
Moore, Stephanie Zapata	Vice President and General Counsel	Officer	03/15/2012
Hogan, Tim	Vice President and Controller	Officer	03/11/2013
Boswell, Barry T.	Vice President	Officer	02/26/2013
Goering, Matthew A.	Vice President	Officer	12/31/2012
Higginbotham, Dale	Vice President	Officer	02/26/2013
McCool, Thomas P.	Vice President	Officer	11/05/2013
Mireles, Kimberly D.	Vice President	Officer	03/11/2013
Perry, Nancy F.	Vice President	Officer	12/31/2012
Peters, Kenneth J.	Vice President	Officer	02/13/2012
Smith, Ken	Vice President	Officer	02/26/2013
Watson, Clifford A.	Vice President	Officer	02/26/2013
Horton, Anthony R.	Treasurer	Officer	06/19/2008
Moor, Gary L.	Secretary	Officer	05/12/2008
Fleshman, Betty R.	Assistant Secretary	Officer	12/31/2011
Moldovan, Kristopher E.	Assistant Treasurer	Officer	06/22/2010
Ashby, Kevin M.	Tax Signing Officer	Officer	06/22/2010

Proposed Conditions

“ARTICLE _____.

PD _____.

SEC. 51P-_____.101.

LEGISLATIVE HISTORY.

PD _____ was established by Ordinance No._____, passed by the Dallas City Council on _____.

SEC. 51P-_____.102.

PROPERTY LOCATION AND SIZE.

PD _____ is established on property located on the south line of Belt Line Road, west of North Lake Road. The size of PD _____ is approximately 99.89 acres.

SEC. 51P-_____.103.

DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) Subarea A is considered to be a residential zoning district.

(d) Subarea B is considered to be a nonresidential zoning district.

SEC. 51P-_____.104.

EXHIBITS.

The following exhibits are incorporated into this article:

(1) Exhibit ___A: conceptual plan.

(2) Exhibit ___B: development plan.

SEC. 51P-_____.105.

CONCEPTUAL PLAN.

Development and use of the Property must comply with the conceptual plan (Exhibit ___A). If there is a conflict between the text of this article and the conceptual plan, the text of this article controls.

SEC. 51P- _____.106. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit ___B). If there is a conflict between the text of this article and the development plan, the text of this article controls.

SEC. 51P- _____.107. MAIN USES PERMITTED.

(a) Subarea A.

(1) In general. Except as provided in this section, the only main uses permitted are those main uses permitted in the A(A) Agricultural District, subject to the same conditions applicable in the A(A) Agricultural District, as set out in Chapter 51A. For example, a use permitted in the A(A) Agricultural District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the A(A) Agricultural District is subject to DIR in this district; etc.

(2) The following additional main uses are permitted:

- Electrical generating plant.
- Electrical substation.
- Local utilities.
- Police or fire station.
- Post office.
- Radio, television, or microwave tower.
- Utility or government installation other than listed.

(b) Subarea B.

(1) In general. Except as provided in this section, the only main uses permitted are those main uses permitted in the IR Industrial/Research District, subject to the same conditions applicable in the IR Industrial/Research District, as set out in Chapter 51A. For example, a use permitted in the IR Industrial/Research District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the IR Industrial/Research District is subject to DIR in this district; etc.

(2) The following additional main uses are permitted by right:

- General merchandise or food store greater than 3,500 square feet.
- Local utilities.
- Utility or government installation other than listed.

(3) The following main uses are permitted by SUP only:

- Commercial amusement (outside).
- General merchandise or food store 100,000 square feet or more.
- Mini-warehouse.

(4) The following main uses are prohibited:

(A) Commercial and business service uses.

- Bus or rail transit vehicle maintenance or storage facility.
- Commercial cleaning or laundry plant.
- Custom business services.
- Custom woodworking, furniture construction, or repair.
- Labor hall.
- Machine or welding shop.
- Machinery, heavy equipment, or truck sales and services.

(B) Industrial uses.

- Gas drilling and production. [SUP]
- Industrial (outside) not potentially incompatible.
- Industrial (outside) potentially incompatible.
- Medical/infectious waste incinerator.
- Municipal waste incinerator.
- Organic compost recycling facility.
- Pathological waste incinerator.

(C) Lodging uses.

- Lodging or boarding house.
- Overnight general purpose shelter.

(D) Miscellaneous uses.

- Hazardous waste management facility.

(E) Office uses.

- Alternative financial establishment.

(F) Retail and personal service uses.

- Commercial motor vehicle parking.
- Pawn shop.
- Truck stop.
- Vehicle display, sales, and service.

(G) Transportation uses.

- Airport or landing field.
- Commercial bus station and terminal.
- Railroad passenger station.
- STOL (short takeoff or landing) port.

(H) Wholesale, distribution, and storage uses.

- Freight terminal.
- Manufactured building sales lot.
- Outside storage.
- Recycling buy-back center.
- Recycling collection center.
- Recycling drop-off container.
- Recycling drop-off for special occasion collection.
- Trade center.

SEC. 51P-____.108.

ACCESSORY USES.

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(b) In Subarea A, the following accessory uses are permitted by right when accessory to a utility and public service use:

- Accessory electric vehicle charging station.
- Accessory outside storage. (maximum of 10 percent of lot and a minimum of 100 feet from residential district)
- Building repair and maintenance shop.
- Contractor's maintenance yard.
- Heliport.

- Helistop.
- Office.
- Office showroom/warehouse.
- Private street or alley.
- Vehicle or engine repair or maintenance.
- Vehicle storage lot.
- Warehouse.

SEC. 51P-____.109. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) Subarea A.

(1) In general. Except as provided in this subsection, the yard, lot, and space regulations for the A(A) Agricultural District apply.

(2) Front yard. Minimum front yard is 20 feet.

(b) Subarea B.

(1) In general. Except as provided in this subsection, the yard, lot, and space regulations for the IR Industrial/Research District apply to Subarea B.

(2) Front yard. Minimum front yard is 20 feet.

SEC. 51P-____.110. OFF-STREET PARKING AND LOADING.

In general. Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

SEC. 51P-____.111. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P-____.112. LANDSCAPING.

(a) In general. Except as provided in this section, a landscape plan must be submitted with the development plan and approved by the city plan commission before issuance of a building permit to authorize work in this district.

(b) Utility and public service uses.

(1) Except as provided in this subsection, landscaping must be provided in accordance with Article X.

(2) A local utilities use limited to utility services does not require a perimeter landscape buffer strip described in Section 51A-4.212(4)(E)(cc).

(c) Maintenance. Plant materials must be maintained in a healthy, growing condition.

SEC. 51P- _____.113. SIGNS.

(a) In Subarea A, signs must comply with the provisions for non-business zoning districts in Article VII.

(b) In Subarea B, signs must comply with the provisions for business zoning districts in Article VII.

SEC. 51P- _____.114. ADDITIONAL PROVISIONS.

(a) The Property must be properly maintained in a state of good repair and neat appearance.

(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

SEC. 51P- _____.115. COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.”

Proposed Conceptual Plan



CD
73999-002

TRANSMISSION ENGINEERING

DATE	BY	CHK.	APP.	DATE

NORTH LAKE SWITCHING STATION
CONCEPT PLAN
LIST OF DRAWINGS

NO.	DATE	BY	CHK.	APP.

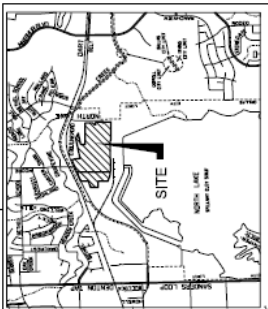
SCALE
DATE 1-05-16
SHEET NO. 002

COMPANY INTERNAL

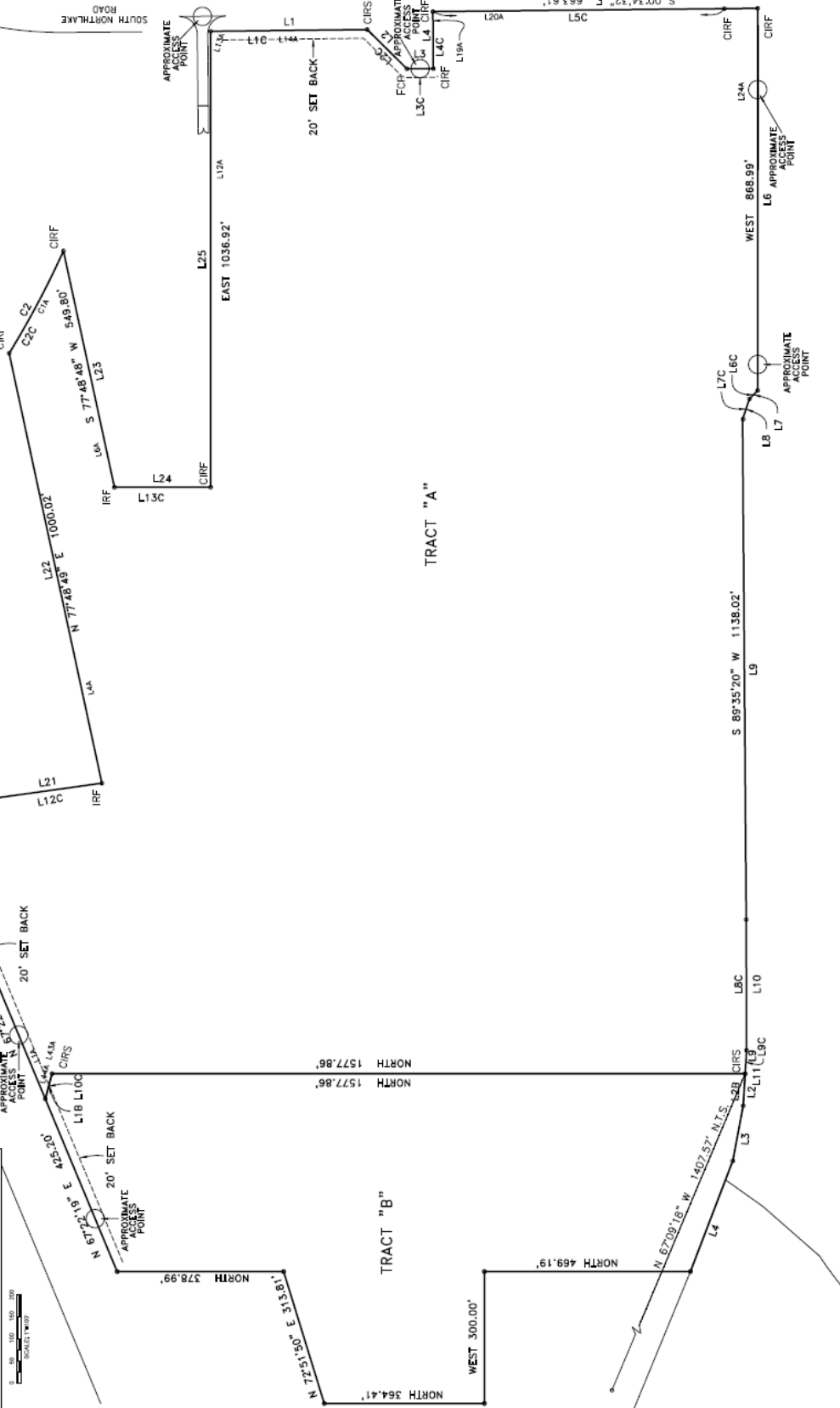


EAST BELT LINE ROAD
(VARIABLE WIDTH R.O.W.)

ATTRIBUTE	SUBAREA A	SUBAREA B
SITE AREA (ACRES)	81.85	18.04
LOT COVERAGE (%)	80%	80%
FLOOR TO AREA RATIO	1.0	2.0
BUILDING HEIGHT	150'	150'
FRONT SETBACK	15'	15'
SIDE/REAR SETBACK	0'	0'

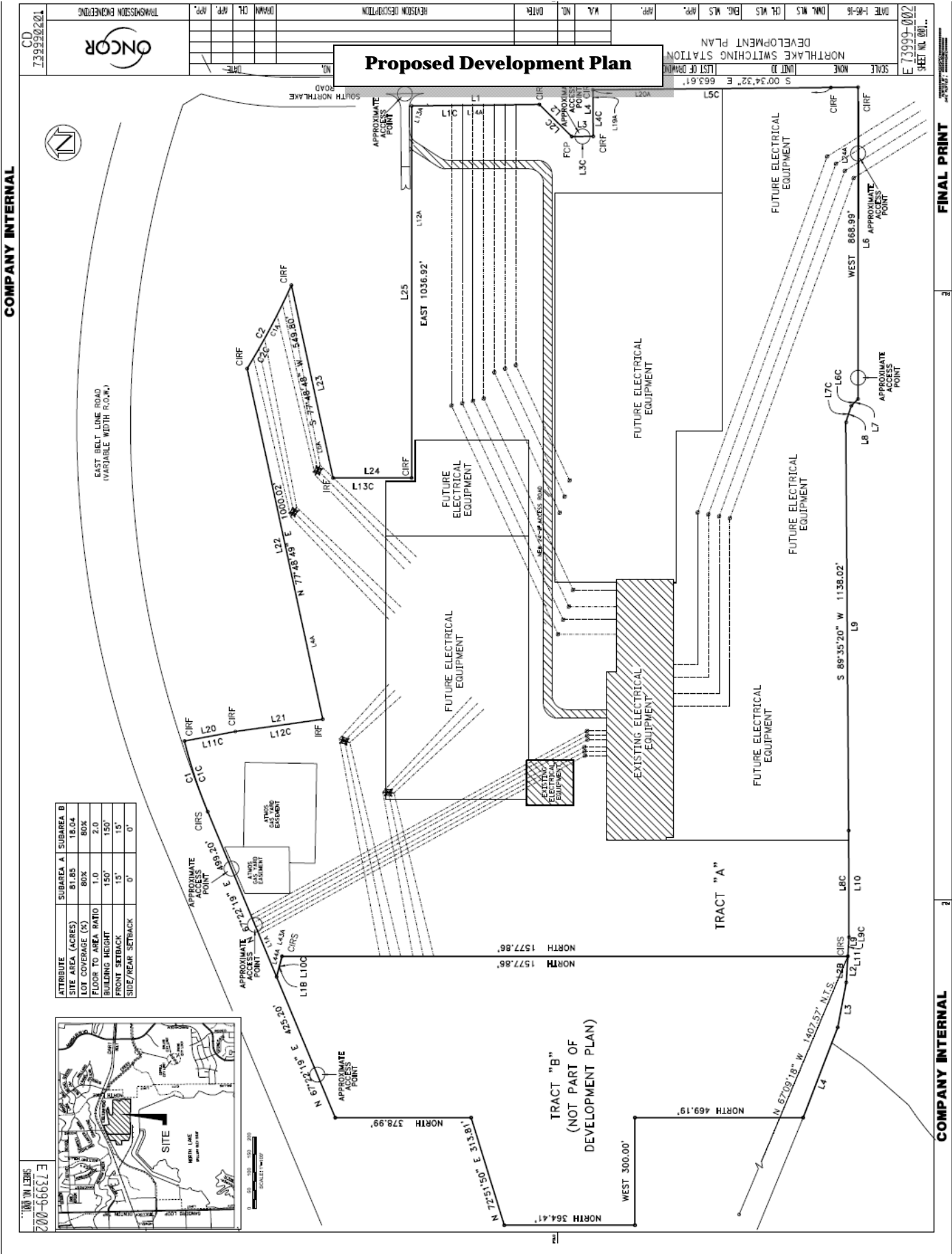


SCALE 1" = 200'

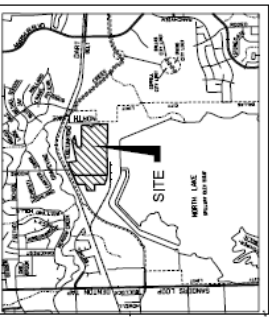


COMPANY INTERNAL

FINAL PRINT



ATTRIBUTE	SUBAREA A	SUBAREA B
SITE AREA (ACRES)	51.85	18.04
LOT COVERAGE (%)	80%	80%
FLOOR TO AREA RATIO	1.0	2.0
BUILDING HEIGHT	15'	15'
FRONT SETBACK	15'	15'
SIDE/REAR SETBACK	0'	0'



E 73999-002
SHEET NO. 001

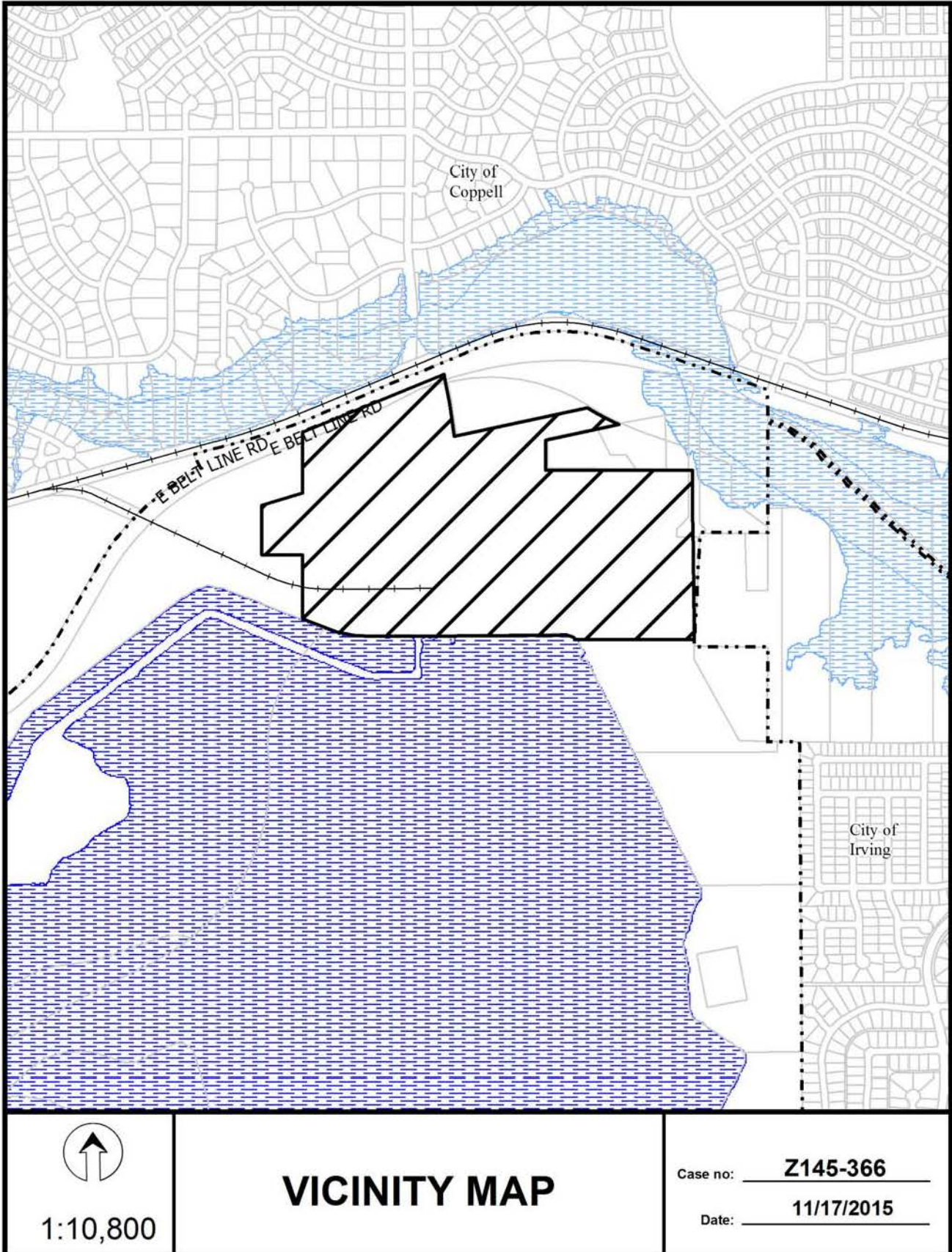
DATE	BY	CHK	APP	REV	NO.	DATE	REVISION DESCRIPTION
1-06-16	DKM	WLS	ENG.	MS	APP.		

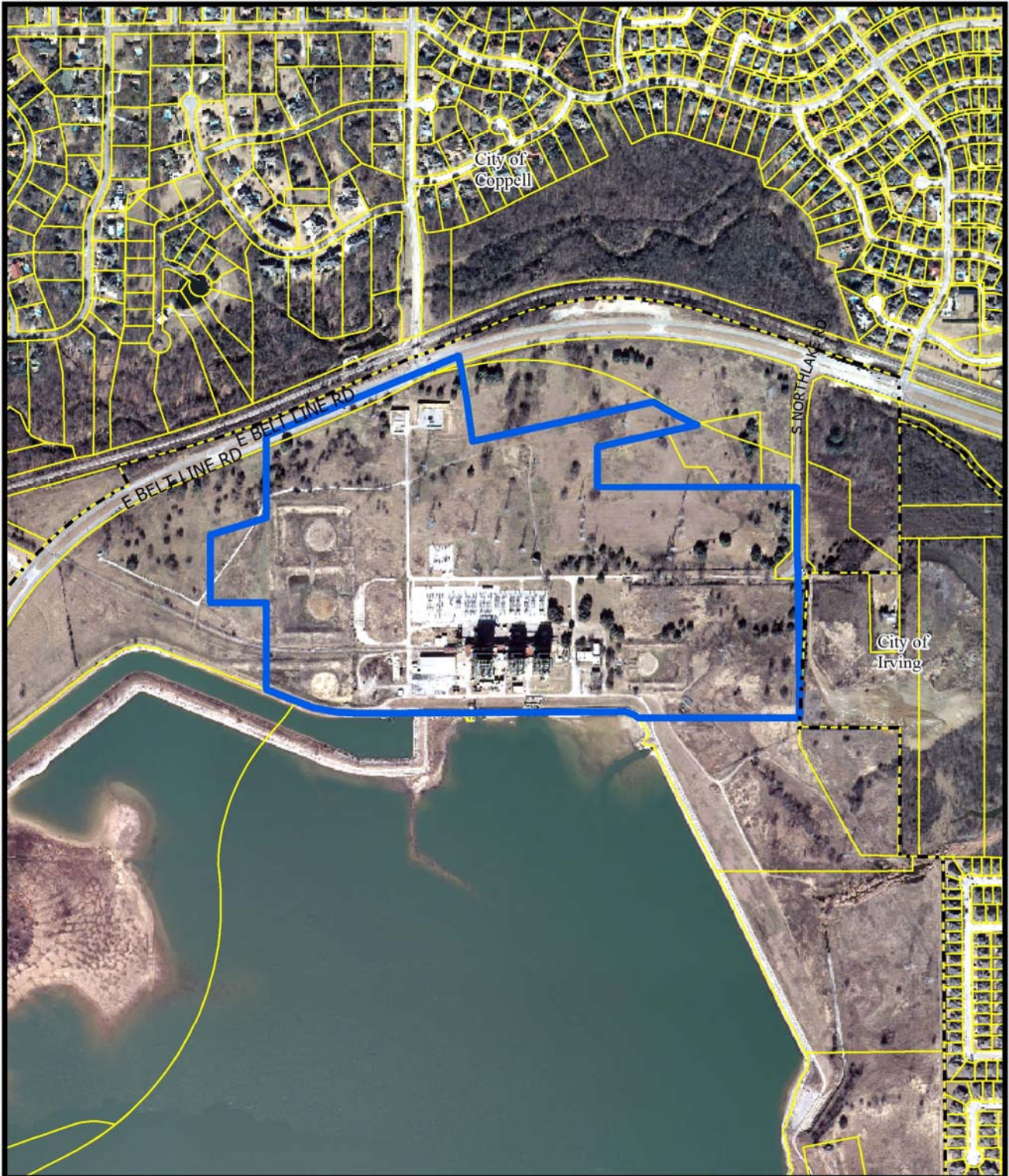
DATE: 1-06-16
SCALE: NONE
SHEET NO. 001

CD 73999-002

TRANSMISSION ENGINEERING

ONCOR



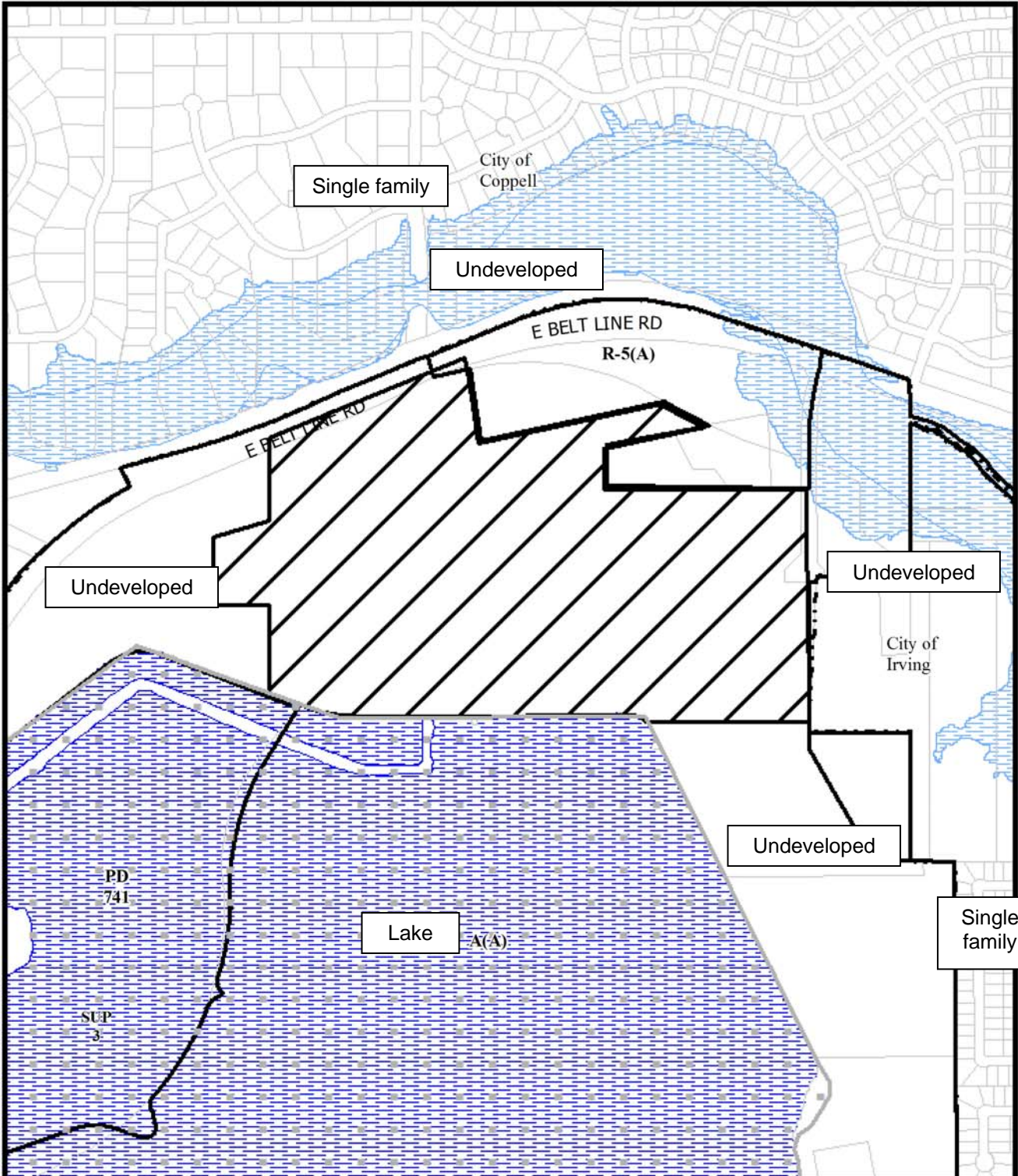


1:8,400

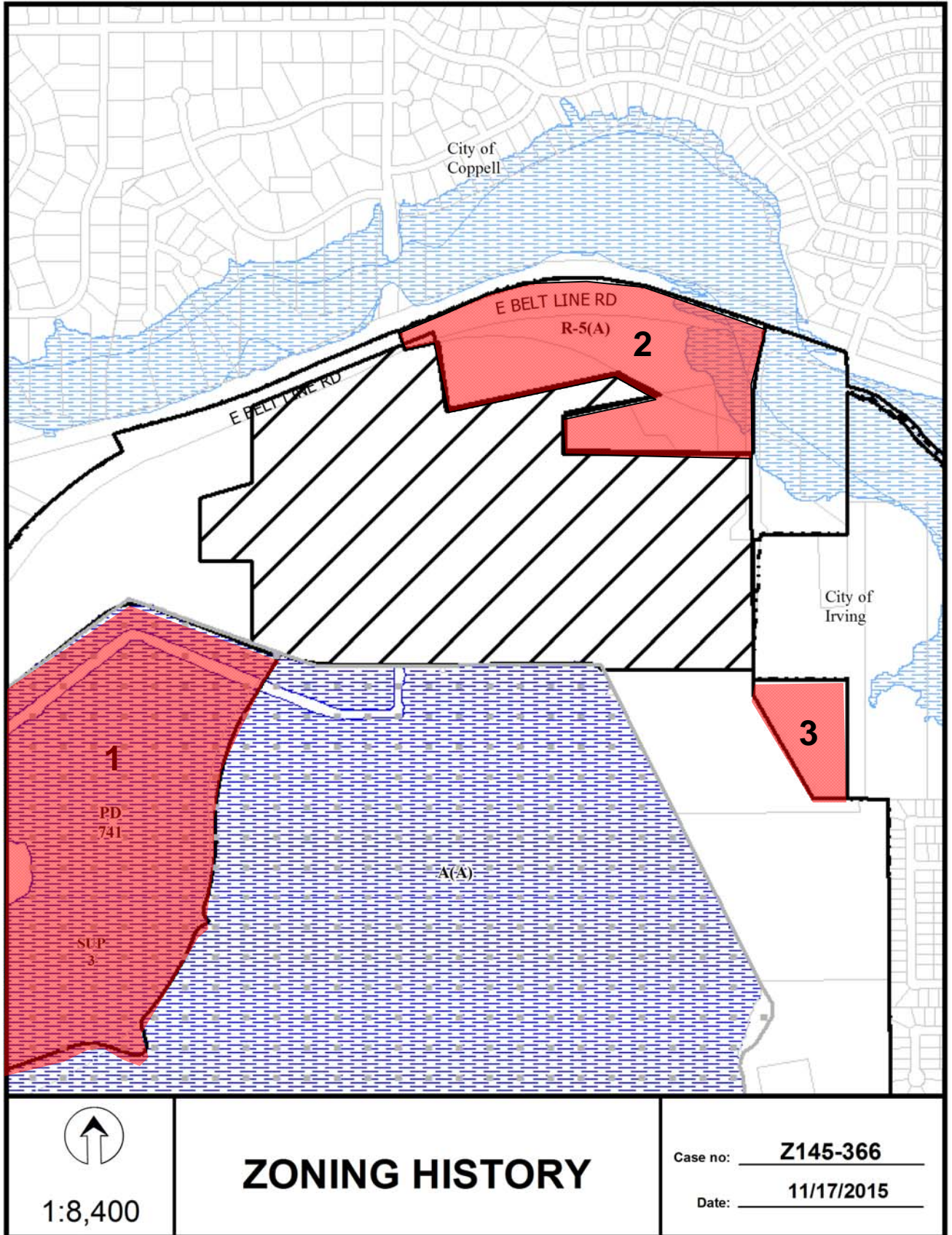
AERIAL MAP

Case no: Z145-366

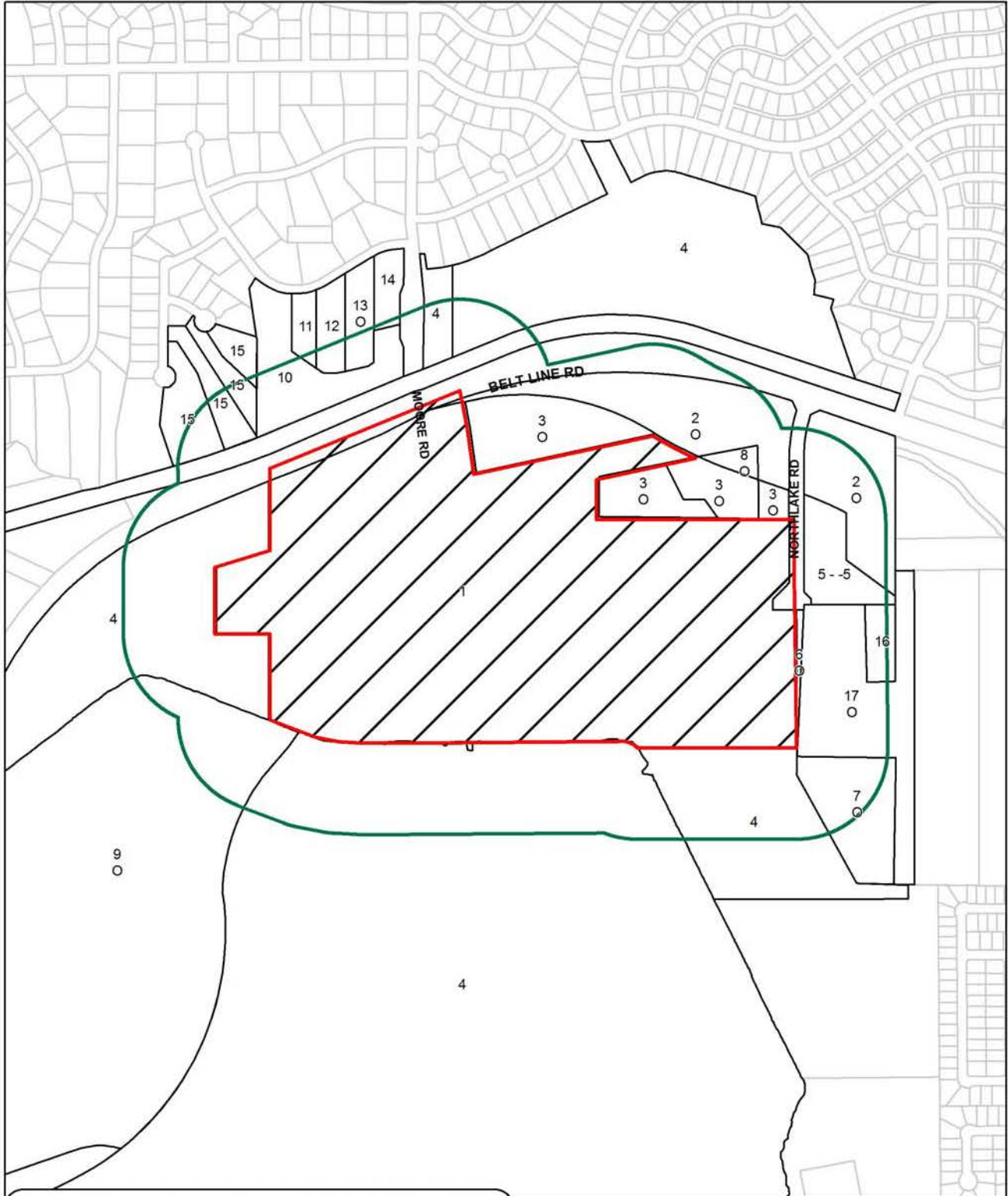
Date: 11/17/2015



 1:8,400	ZONING AND LAND USE	Case no: <u> Z145-366 </u> Date: <u> 11/17/2015 </u>
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CPC Responses



<u>17</u>	Property Owners Notified (29 parcels)
<u>8</u>	Replies in Favor (12 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>500'</u>	Area of Notification
<u>3/3/2016</u>	Date

Z145-366
CPC



1:8,400

03/02/2016

Reply List of Property Owners***Z145-366******17 Property Owners Notified******8 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	14901 NORTH LAKE RD	LUMINANT GENERATION CO LLC
O	2	1403 NORTH LAKE RD	HENRY LAND LTD &
O	3	700 E BELT LINE RD	BILLINGSLEY YORKSHIRE PARTNERS LTD
	4	704 E BELT LINE RD	COPPELL CITY OF
	5	14901 NORTH LAKE RD	LUMINANT GENERATION CO LLC
O	6	14901 NORTH LAKE RD	HENRY LAND LTD
O	7	700 E BELT LINE RD	BILLINGSLEY YORKSHIRE PARTNERS LTD
O	8	708 E BELT LINE RD	TRAMMELL CROW COMPANY NO 43 LTD
O	9	9000 DYNAMO DR	CYPRESS WATERS LAND B LTD
	10	501 CARTER DR	RATHE BRIAN & ELIZABETH A
	11	509 CARTER DR	AWAN AMJAD
	12	517 CARTER DR	SCHEETZ STEVEN D &
O	13	525 CARTER DR	SHEPARD JOHN A & ANN
	14	533 CARTER DR	LASATER JAMES T & ROANNE
	15	560 HERITAGE OAK CT	TOLL DALLAS TX LLC
	16	950 S NORTHLAKE BLVD	DAILY THOMAS W
O	17	1002 BELTLINE RD	CROW BILLINGSLEY BELTLINE &

AGENDA ITEM # 64

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 5
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 48 S

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1863 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the north side of Scyene Road, west of North Jim Miller Road
Recommendation of Staff: Approval for a three-year period, subject to a revised site plan and conditions
Recommendation of CPC: Approval for a two-year period, subject to a revised site plan and conditions
Z156-103(OTH)

FILE NUMBER: Z156-103(OTH)

DATE FILED: October 5, 2015

LOCATION: North side of Scyene Road, west of Jim Miller Road

COUNCIL DISTRICT: 5

MAPSCO: 48S

SIZE OF REQUEST: Approx. 2.51 acres

CENSUS TRACT: 84.00

APPLICANT: Vecta Food Store

OWNER: George Reeves

REPRESENTATIVE: Jason Marshall

REQUEST: An application for the renewal of Specific Use Permit No. 1863 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay.

SUMMARY: The applicant proposes to continue to sell alcohol for off-premise consumption in conjunction with the existing general merchandise of food store. The SUP was originally approved on August 24, 2011 for a period of two years and was renewed on October 8, 2013 for an additional two-year period. The site plan is being revised to reflect the development of the property more accurately, indicating that the subject store and other buildings are shown as actually measured. The applicant is bringing the site into compliance with the parking and maintenance issues.

CPC RECOMMENDATION: Approval for a two-year period, subject to a revised site plan and conditions.

STAFF RECOMMENDATION: Approval for a three-year period, subject to a revised site plan and conditions.

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The sale of alcoholic beverages in conjunction with the proposed general merchandise or food store greater than 3,500 square feet will not impact compatibility with the surrounding land uses.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The sale alcoholic beverages in conjunction with the existing general merchandise or food store neither contributes to nor deters from the welfare of adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – The sale of alcoholic beverages is not anticipated to be a detriment to the public health, safety or general welfare of the public.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – Based on information depicted on the site plan, the proposed development complies with all applicable zoning regulations and standards of the City of Dallas. No variances or special exceptions are requested.

Zoning History: There have been no recent zoning requests in the area within the last five years.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Scyene Road	Principle Arterial	100 ft.
Jim Miller Road	Minor Arterial	100 ft.

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction reviewed the request and determined that it will not impact the surrounding roadway system.

STAFF ANALYSIS:

Comprehensive Plan:

The fowardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The fowardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request. The Plan identifies the request site as being in on a Multi-modal Corridor.

Multi-modal corridors should encourage the redevelopment of aging auto-oriented commercial strip development while respecting existing single family neighborhoods. These areas offer dense mixed use at the transit station or multi-modal corridor and then transition to multi-family and single-family housing at the edge. Of all the Building Blocks, this incorporates the greatest range of building structures and land uses, including multi-story residential above retail to townhomes to single-family residences. Transit centers and multi-modal corridors may sometimes be near residential neighborhoods and call for appropriate mitigation requirements. Multi-modal corridors in particular would diminish quickly in scale, density, and intensity away from the corridor, respecting existing single family neighborhoods while maintaining a strong focus on transit orientation and access. Interactive public plazas and/or civic uses will be centrally located and residential roof terraces and balconies overlooking transit station areas add “eyes on the street” that can aid public safety.

Surrounding Land Uses:

	Zoning	Land Use
Site	CR-D-1 SUP No. 1863	Shopping strip existing sell of alcohol
North	PD No. 98, PD No. 298 & H/65	Single family
East	CR & R-7.5(A)	Commercial and residential
South	R-7.5(A) & SUP 88	Undeveloped and single family
West	RR	Bus service

Land Use Compatibility:

The approximately 2.51 acre site is zoned a CR Community Retail District with a D-1 Liquor Control Overlay and is developed with a multi-tenant building, which includes an approximately 2,502 square foot general merchandise or food store and a motor vehicle fueling station. Other uses on the request site include retail, personal service, and a vehicle or engine repair or maintenance use. The applicant is proposing to continue to

sell alcohol for off-premise consumption in conjunction with the general merchandise or food store on the property, which requires a Specific Use Permit.

The adjacent uses consist primarily of retail and general merchandise stores, and single family to the north; and single family and electric substation to the south.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The applicant’s request, subject to the attached conditions and revised site plan, is consistent with the intent of the Dallas Development Code. According to the police department, the applicant has a good record of complying with the requirements for the convenience store. The existing general merchandise or food store complies with Chapter 12B (Convenience Store) requirements. The purpose of regulating convenience stores is to protect the health, safety, and welfare of the citizens of the City of Dallas by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores in the city. In addition, conditions and time periods for the use provide opportunity for continued evaluation of the site. The short time period will also require that the request be reevaluated to ensure the use is compatible in this location and that all conditions are being met.

Development Standards:

DISTRICT	SETBACKS		Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
CR-D-1 Community retail	15'	20' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office

Parking:

The Dallas Development Code requires off-street parking to be provided for a general merchandise or food store use at one space for each 200 square feet of floor area and two parking spaces for the motor vehicle fueling station. The proposed use requires 15 spaces for the proposed use. Parking must be provided as shown on the site plan.

Landscaping:

Landscaping is required in accordance with Article X of the Dallas Development Code. However, the applicant's request will not trigger any Article X requirements, as no new construction is proposed on the site.

Police Report:

Staff obtained reported offenses for the most recent four-year period: two years prior to the approval of SUP No. 1863 and two years after. The list of offenses is provided on the following page.

DPD Report

August 24, 2009 – August 24, 2011

**Dallas Police Department Reports
Public Offense Search Results**

SERVICE #	OFFENSE DATE	TYPE	COMPLAINANT	ADDRESS	BEAT	REPORTING AREA
1	0277027-W	09/16/2009	ROBBERY	*VECTA FOOD STORE	06935 SCYENERD	315 1234
2	0025010-X	01/26/2010	THEFT	DALE,SHAWN	06935 SCYENERD	315 1234
3	0342445-W	11/18/2009	ASSAULT	STATON, CHRISTINA	06935 SCYENERD	315 1234
4	0204023-X	07/21/2010	BURGLARY	*BECTA FOOD	06935 SCYENERD	315 1234
5	0177657-X	06/25/2010	BURGLARY	*VECTA FOOD STORE	06935 SCYENERD	315 1234
6	0066212-Y	03/17/2011	CRIMINAL MISCHIEF/VANDALISM	*VECTA FOOD STORE	06935 SCYENERD	315 1234

August 24, 2011 – July 29, 2013

**Dallas Police Department Reports
Public Offense Search Results**

SERVICE #	OFFENSE DATE	TYPE	COMPLAINANT	ADDRESS	BEAT	REPORTING AREA
1	0103907-Z	04/29/2012	THEFT	*VECTA FOOD STORE	06935 SCYENERD	315 1234
2	0196419-Z	08/08/2012	THEFT	CARRILLO, MARIA	06935 SCYENERD	315 1234
3	0281688-Z	11/10/2012	BURGLARY	*VECTA FOOD STORE	06935 SCYENERD	315 1234
4	0295052-Z	11/28/2012	THEFT	*VECTA FOOD STORE	06935 SCYENERD	315 1234
5	0072148-Z	03/26/2012	THEFT	CASTANEDA,VELAZQUEZ, ELPID	06935 SCYENERD	315 1234
6	0166640-Z	07/06/2012	TRAFFIC MOTOR VEHICLE	WINKLEY,CHER	06935 SCYENERD	315 1234

August 24, 2015 -

UCR_Offense	IncidentNum	Premise	Signal	Date1	Time1	Address
AGG ASSAULT - NFV	108819-2015	Gas or Service Station	6X - MAJOR DIST (VIOLENCE)	5/14/2015	19:20	6935 SCYENE RD
CRIMINAL TRESPASS	106704-2015	Convenience Store	58 - ROUTINE INVESTIGATION	5/12/2015	10:00	6935 SCYENE RD
FORGE & COUNTERFEIT	108413-2015	Gas or Service Station	6X - MAJOR DIST (VIOLENCE)	5/14/2015	11:40	6935 SCYENE RD
LOST	222133-2015	Convenience Store	09 - THEFT	9/23/2015	14:30	6935 SCYENE
CRIMINAL TRESPASS	106704-2015	Convenience Store	58 - ROUTINE INVESTIGATION	5/12/2015	10:00	6935 SCYENE RD
FORGE & COUNTERFEIT	108413-2015	Gas or Service Station	6X - MAJOR DIST (VIOLENCE)	5/14/2015	11:40	6935 SCYENE RD
LOST	222133-2015	Convenience Store	09 - THEFT	9/23/2015	14:30	6935 SCYENE

CPC ACTION – March 3, 2016

Motion: It was moved to recommend **approval** of the renewal of Specific Use Permit No. 1863 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for a two-year period, subject to a revised site plan and conditions on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the north side of Scyene Road, west of North Jim Miller Road.

Maker: Shidid
Second: Schultz
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Abtahi
Vacancy: 0

Notices: Area: 300 Mailed: 53
Replies: For: 2 Against: 0

Speakers: For (Did not speak): Jason Marshall, 302 N. Market St., Dallas, TX, 75202
Against: None

Proposed SUP Conditions

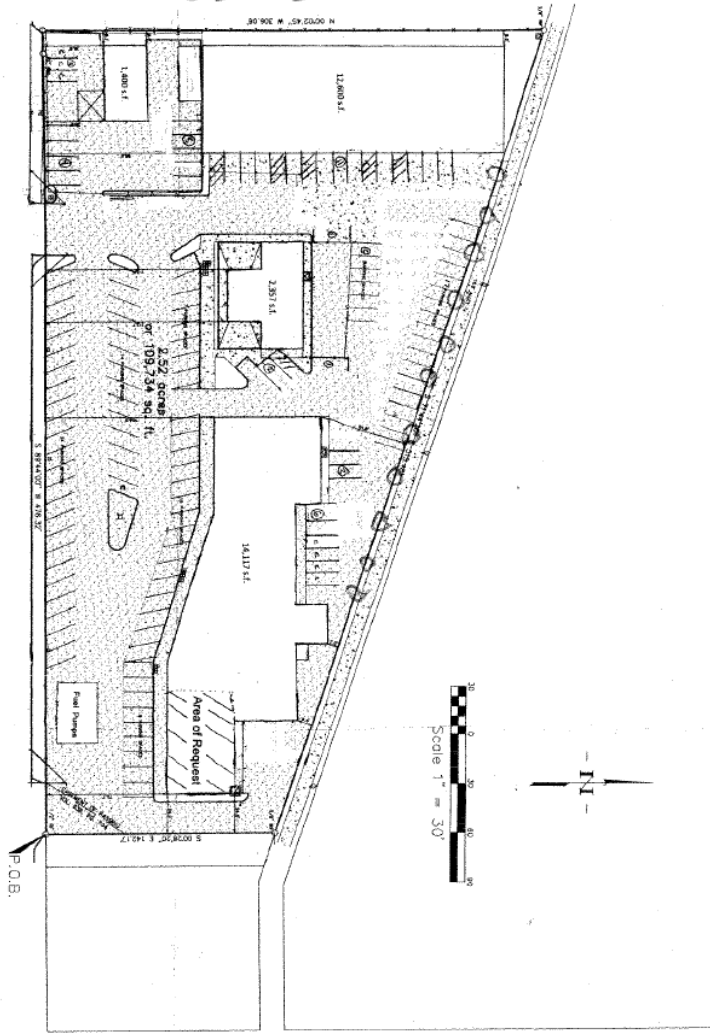
1. USE: The only use authorized by this specific use permit is the sale of alcoholic beverages for off-premise consumption as part of the operation of a general merchandise or food store 3,500 square feet or less.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: ~~This specific use permit automatically terminates on August 24, 2013.~~ This specific use permit expires on _____ (two years).
5. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
6. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

EXISTING SITE PLAN

Site Plan

1 12240

28345



SCENE ROAD
(100.00 R.O.W.)

Jim Miller
(60.00 R.O.W.)

Handwritten: Revised
Schedule

- Site Summary**
- Existing Zoning: C.R.D.1
 - Proposed Request: S.U.P. general merchandise store less than 3500 sq. ft. with off premise alcohol consumption (limited to hatched area shown)
 - L of Area: 108,724 sq. ft.
 - Area of Request: 3500 sq. ft.
 - Existing Buildings: 30,474 sq. ft.
 - Existing Lot Coverage: 28%
 - Existing Uses:
 - Restaurant: 4,087 sq. ft.
 - Vehicle and Engine Repair and Car Care Center: 10,357 sq. ft.
 - Retail, Personal Services, and Motor Vehicle Fueling Station: 10,030 sq. ft.
 - Required Parking:
 - Restaurant: 41
 - Vehicle Engine Repair, and Car Care Center: 33
 - Retail, Personal Services, and Motor Vehicle Fueling Station: 50
 - Provided Parking: 127

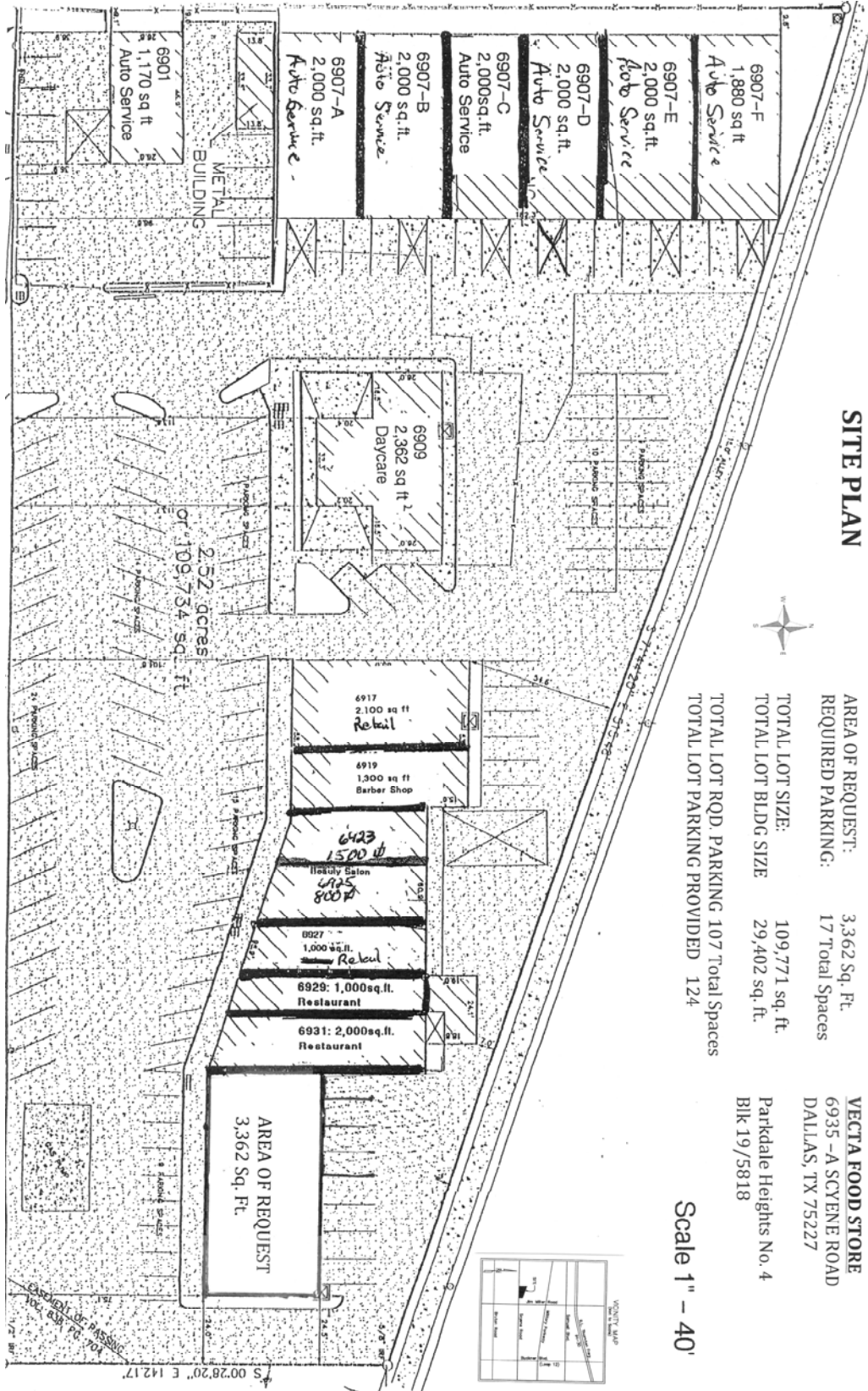


Specific Use Permit
No. 1863

Approved
City Plan Commission
May 19, 2011

SITE PLAN Z101-189

PROPOSED REVISED SITE PLAN





1:6,000

VICINITY MAP

Case no: Z156-103

Date: 11/16/2015

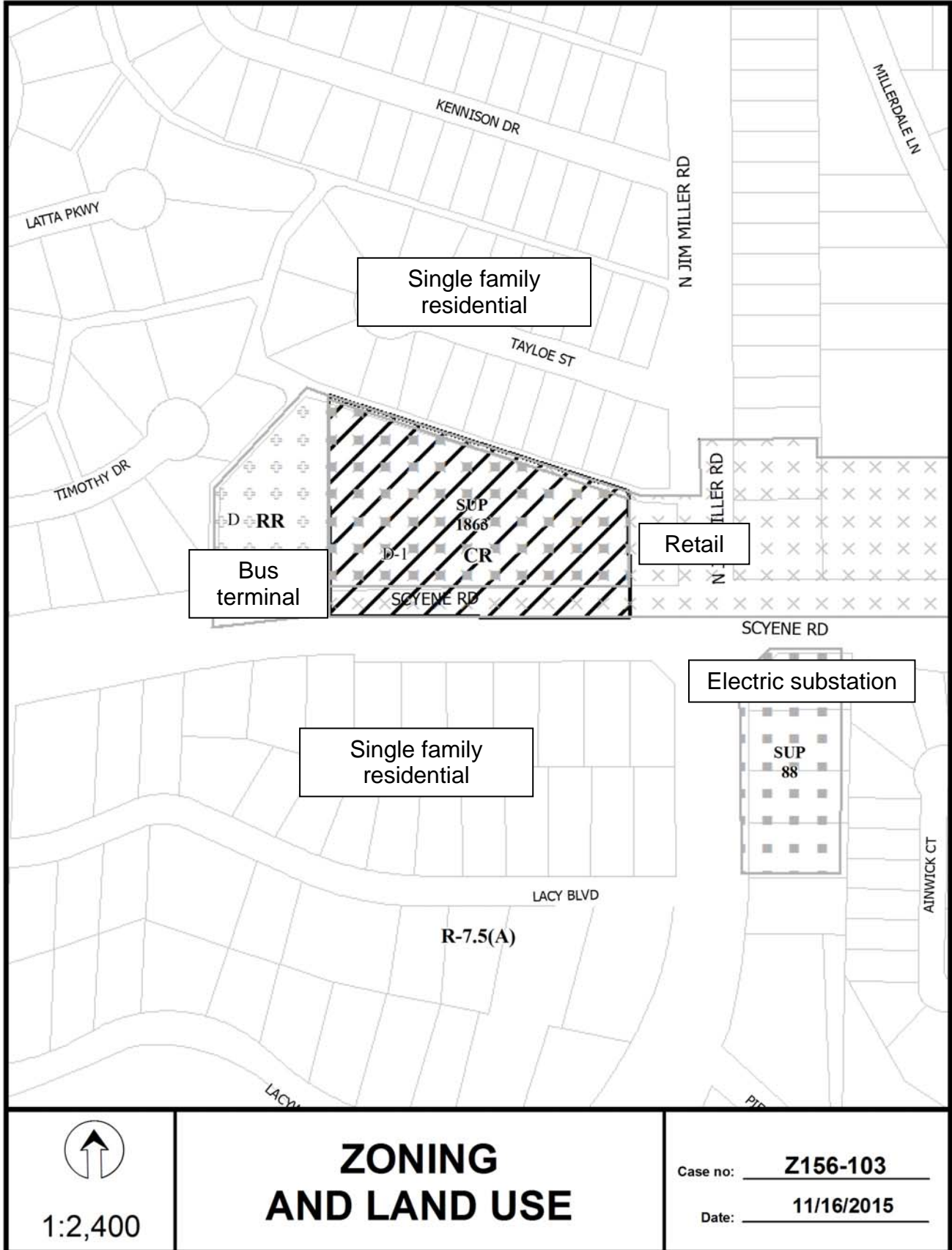


1:2,400

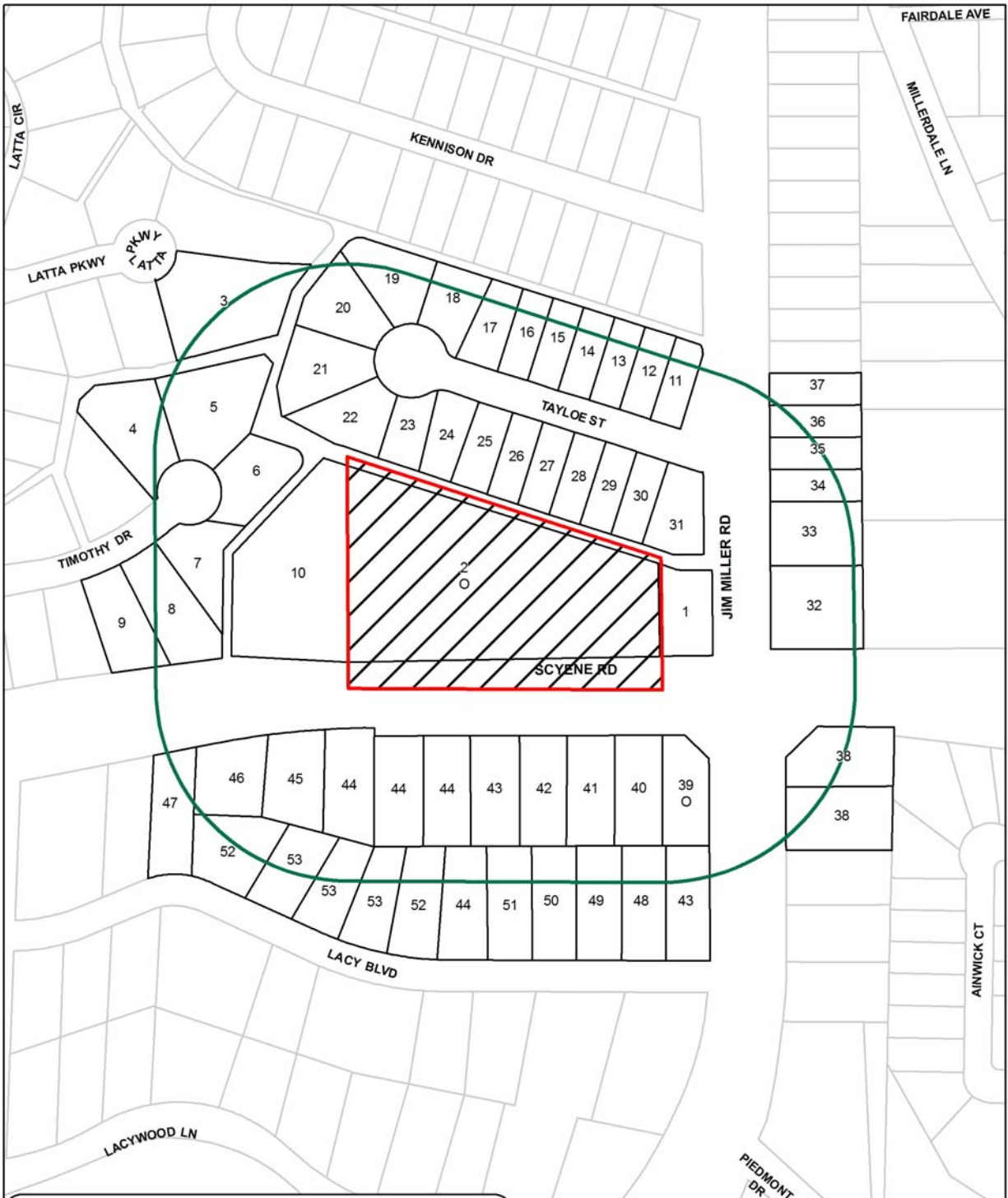
AERIAL MAP

Case no: Z156-103

Date: 11/16/2015



CPC RESPONSES



<u>53</u>	Property Owners Notified (61 parcels)
<u>2</u>	Replies in Favor (2 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>300'</u>	Area of Notification
<u>3/3/2016</u>	Date

Z156-103
CPC



1:2,400

03/02/2016

Reply List of Property Owners**Z156-103****53 Property Owners Notified****2 Property Owners in Favor****0 Property Owners Opposed**

Reply	Label #	Address	Owner
	1	6939 SCYENE RD	TREVINO EMILIA
O	2	6901 SCYENE RD	REEVES GEORGE M III LTD
	3	6824 LATTA PKWY	SMITH SHELLIE BAMBI
	4	6837 TIMOTHY DR	MINGHILLO JAMES
	5	6841 TIMOTHY DR	FERNANDEZ RAMIRO
	6	6840 TIMOTHY DR	TAYLOR RUSSELL E JR
	7	6834 TIMOTHY DR	CLEMONS KELLY & JUSTIN
	8	6828 TIMOTHY DR	GUEVARA LUIS
	9	6824 TIMOTHY DR	ESCALANTE GERARDO M & ROSALINDA
	10	6855 SCYENE RD	MARES LIDIA
	11	6943 TAYLOE ST	GONZALEZ RITA EDITH
	12	6939 TAYLOE ST	MEZA MARIA LUISA
	13	6933 TAYLOE ST	MERAZ ALBERTICO &
	14	6929 TAYLOE ST	BROOKS BAINIFF
	15	6925 TAYLOE ST	ALVAREZ GRACE E & PEDRO
	16	6921 TAYLOE ST	SANDERS GLORIA
	17	6915 TAYLOE ST	AGUILAR PAULINO
	18	6911 TAYLOE ST	RAMIREZ ALBERTINA
	19	6907 TAYLOE ST	ESCOBEDOGONZALEZ LUCAS
	20	6903 TAYLOE ST	GONZALEZ MARIO ARTURO
	21	6902 TAYLOE ST	MARROQUIN LUGARDO
	22	6906 TAYLOE ST	BLAND SAMUEL P
	23	6910 TAYLOE ST	GUARDADO MARIA FRANCISCO
	24	6914 TAYLOE ST	MERAZ ALBERTICO
	25	6920 TAYLOE ST	ZAMORA JOSE A V & FATIMA D FACUNDO
	26	6924 TAYLOE ST	BERNAL FIDENCIO A

03/02/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	6928 TAYLOE ST	MERAZ ALBERTICO
	28	6932 TAYLOE ST	GARCIA IGNACIO P &
	29	6936 TAYLOE ST	LOPEZ SAMUEL &
	30	6942 TAYLOE ST	DALLAS HOUSING AUTHORITY
	31	6946 TAYLOE ST	PEREZ LUZ & FILBERTO
	32	7007 SCYENE RD	HAMM GUY L JR
	33	3016 N JIM MILLER RD	TIMBERLAKE BILL W
	34	3102 N JIM MILLER RD	SILLER ANDREW M &
	35	3106 N JIM MILLER RD	SILLER ANDREW M & LOWNELL
	36	3110 N JIM MILLER RD	HERNANDEZ VICTOR & VIRGINIA
	37	3114 N JIM MILLER RD	CONTRERAS PEDRO &
	38	7000 SCYENE RD	TEXAS UTILITIES ELEC CO
O	39	6938 SCYENE RD	JCRB ENTERPRISE
	40	6930 SCYENE RD	DIAZ MARIA P
	41	6928 SCYENE RD	SANDOVAL ABRAHAM GALDEAN
	42	6922 SCYENE RD	LINWOOD MONTIQUE
	43	6916 SCYENE RD	MECCA APRIL INC
	44	6910 SCYENE RD	LARA MARTIN
	45	6836 SCYENE RD	GARAY JOSE R &
	46	6830 SCYENE RD	BROWN JANET E
	47	6820 SCYENE RD	SANTILLAN LUIS A
	48	6939 LACY BLVD	MARTINEZ ALICIA N
	49	6933 LACY BLVD	LOPEZ MATIAS JR & GENIEVA
	50	6927 LACY BLVD	YOUNG EARL DEAN
	51	6923 LACY BLVD	GIDDINGS MARJORIE Y &
	52	6905 LACY BLVD	KENDALL JAMES
	53	6903 LACY BLVD	KENDALL JAMES W

AGENDA ITEM # 65

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 14
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 37 W

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private school on property zoned a CR Community Retail District with a D Liquor Control Overlay on the west corner of East Grand Avenue and Shadyside Lane

Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan, traffic management plan, and conditions
Z156-118(SM)

FILE NUMBER: Z156-118(SM)

DATE FILED: October 29, 2015

LOCATION: West corner of East Grand Avenue and Shadyside Lane

COUNCIL DISTRICT: 14

MAPSCO: 37W

SIZE OF REQUEST: Approximately 1.539 acres **CENSUS TRACT:** 12.02

APPLICANT/ OWNER: Martinez-Wallace, LLC

REPRESENTATIVE: Rob Baldwin

REQUEST: An application for a Specific Use Permit for a private school on property zoned a CR Community Retail District with a D Liquor Control Overlay.

SUMMARY: The purpose of this request is to allow for new construction of a private elementary school use [The Spanish House] for 15 elementary classrooms and approximately 22,000 square feet. No changes to this report have been made since the previous hearing.

CPC RECOMMENDATION: Approval for a five-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan, traffic management plan, and conditions.

STAFF RECOMMENDATION: Approval for a five-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan, traffic management plan, and conditions.

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval of staff’s recommended conditions based upon:

1. *Compatibility with surrounding uses and community facilities* – The proposed use and buildings and are compatible in scale with the surrounding area. The school will have a maximum height of 36 feet and will comply with residential proximity slope standards. The site’s residential adjacency will dictate added development standards that serve to mitigate any potential negative impacts with landscaping according to Article X.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The services of the proposed school will provide a service to this area of the city.
3. *Not a detriment to the public health, safety, or general welfare* – The Traffic Safety and Engineering Sections have approval of the application with periodic updates to the traffic management plan as specified in the specific use permit conditions.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – Based on information depicted on the site plan, the request will comply with all applicable zoning regulations and standards. No variances or exceptions are proposed. All proposed improvements will require compliance with the building code and require final inspection compliance with the site plan.

Zoning History: There have been no recent zoning cases in the vicinity in the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Proposed Dimension
East Grand Avenue	Principal Arterial	Minimum-6 lanes-Divided, 100’ ROW
Shadyside Lane	Local	50’ ROW

Traffic:

The Traffic Safety Engineering Section of the Department of Street Services and the Engineering Section of Sustainable Development and Construction have reviewed the request and recommended approval of the application subject to the traffic management plan.

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* designates the area of request in the Urban Neighborhood Building Block. The Urban Neighborhoods, including Oak Lawn, the Grand Avenue area in South Dallas, the area near Jefferson Boulevard and the Vickery Meadow area, are predominately residential but are distinguished from other neighborhoods by the wide variety of housing options they provide and easy access to public transit. Housing choices should include single-family detached dwellings, townhomes and low- to midrise condominiums or apartments. These neighborhoods will have concentrations of shops and offices along key corridors or at key intersections, providing important services and job opportunities within walking distance of residences. These areas may have mixed-use buildings with ground floor shops. Areas currently developed with single-family or duplex uses should generally be maintained unless redevelopment is addressed through an Area Planning process. Urban Neighborhood streets will be very pedestrian friendly, providing excellent connectivity to shopping, schools and other community services. Emphasis should be placed on slowing traffic through use of on-street parking and other similar traffic calming measures. Public investments in these areas will focus on parks, pathways, transit stops, pedestrian-oriented landscaping and road improvements. The request is consistent with this Building Block.

STAFF ANALYSIS:

Land Use:

	Zoning	Land Use
Site	CR-D	Vacant/Undeveloped
North	CD 6 (Tract 2A)	Single Family
East	CR	Elevated Roadway
South	CR	Commercial Amusement (inside)
West	CD 6 (Tract 2A)	Designated Open Space

Land Use Compatibility:

The site is located just south of a line of a new single family development, west of an elevated roadway, north of a banquet hall, and east of a designated open space area. The proposed development is compatible in character and size to its surroundings as it proposes a maximum height of 36 feet or two stories and complies with residential proximity slope restrictions.

The site is also much lower in topography than its neighbors. The site is depressed and looks as though it is located in a 100 year flood plain on the zoning map; however, a permit for new construction was issued December 23, 2015, ensuring the new construction met flood plain requirements for permits. In addition to its low elevation, a large elevated roadway is to the east of the site which will make views of the property difficult to see from vehicles travelling in all directions except on Shadyside Lane.

Further to the east is a DISD elementary school and the Santa Fe Trail and East Grand Avenue bisects the two schools making it impossible for vehicles to conveniently pass from one campus to the other, thereby making conflicting traffic patterns unlikely. Each of these factors make this site compatible with surrounding properties.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The applicant's request conforms with the applicable zoning regulations and standards and is consistent with the intent of the Dallas Development Code.

Landscaping: The request will trigger any landscape changes. All development on the property will require landscaping per Article X of the Dallas Development Code.

Parking: Pursuant to §51A-4.204 of the Dallas Development Code, schools require one and one-half parking spaces for each kindergarten/elementary school classroom. The proposed school is projected to have 15 elementary classrooms, which would require a total of 23 parking spaces. The applicant is proposing 48 parking spaces.

Prior CPC Action – March 3, 2016:

Motion: It was moved to recommend **approval** of a Specific Use Permit for a private school for a five-year period with eligibility for automatic renewals for additional ten-year periods, subject to a site plan, traffic management plan, and conditions on property zoned a CR Community Retail District with a D Liquor Control Overlay on the west corner of East Grand Avenue and Shadyside Lane.

Maker: Ridley
Second: Murphy
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Abtahi
Vacancy: 0

Notices: Area: 300 Mailed: 27
Replies: For: 1 Against: 0
Speakers: None

List of Partners

List of Officers

Martinez-Wallace, LLC

Catherine Wallace, Managing Member

Staff Recommended SUP Conditions

1. USE: The only use authorized by this specific use permit is a private school.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on _____ (five years), but is eligible for automatic renewal for additional ten-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
4. CLASSROOMS: The number of classrooms is 15.
5. FLOOR AREA: The maximum floor area is 22,000 square feet.
6. INGRESS AND EGRESS: Ingress and egress must be provided in the locations shown on the attached site plan. No other ingress or egress is permitted.
7. PARKING: Off-street parking must be located as shown on the attached site plan.
8. TRAFFIC MANAGEMENT PLAN:
 - A. In general. Operation of the private school must comply with the attached traffic management plan .
 - B. Queuing. Queuing is only permitted inside the Property. Student drop-off and pick-up are not permitted within the city rights-of-way.
 - C. Traffic study.
 - i. The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the director by November 1, 2018. After the initial traffic study, the Property owner or operator shall submit updates of the traffic study to the director by November 1 of each even-numbered year.
 - ii. The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at

different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

- a. ingress and egress points;
- b. queue lengths;
- c. number and location of personnel assisting with loading and unloading of students;
- d. drop-off and pick-up locations;
- e. drop-off and pick-up hours for each grade level;
- f. hours for each grade level; and
- g. circulation.

iii. Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

a. If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

b. If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

D. Amendment process.

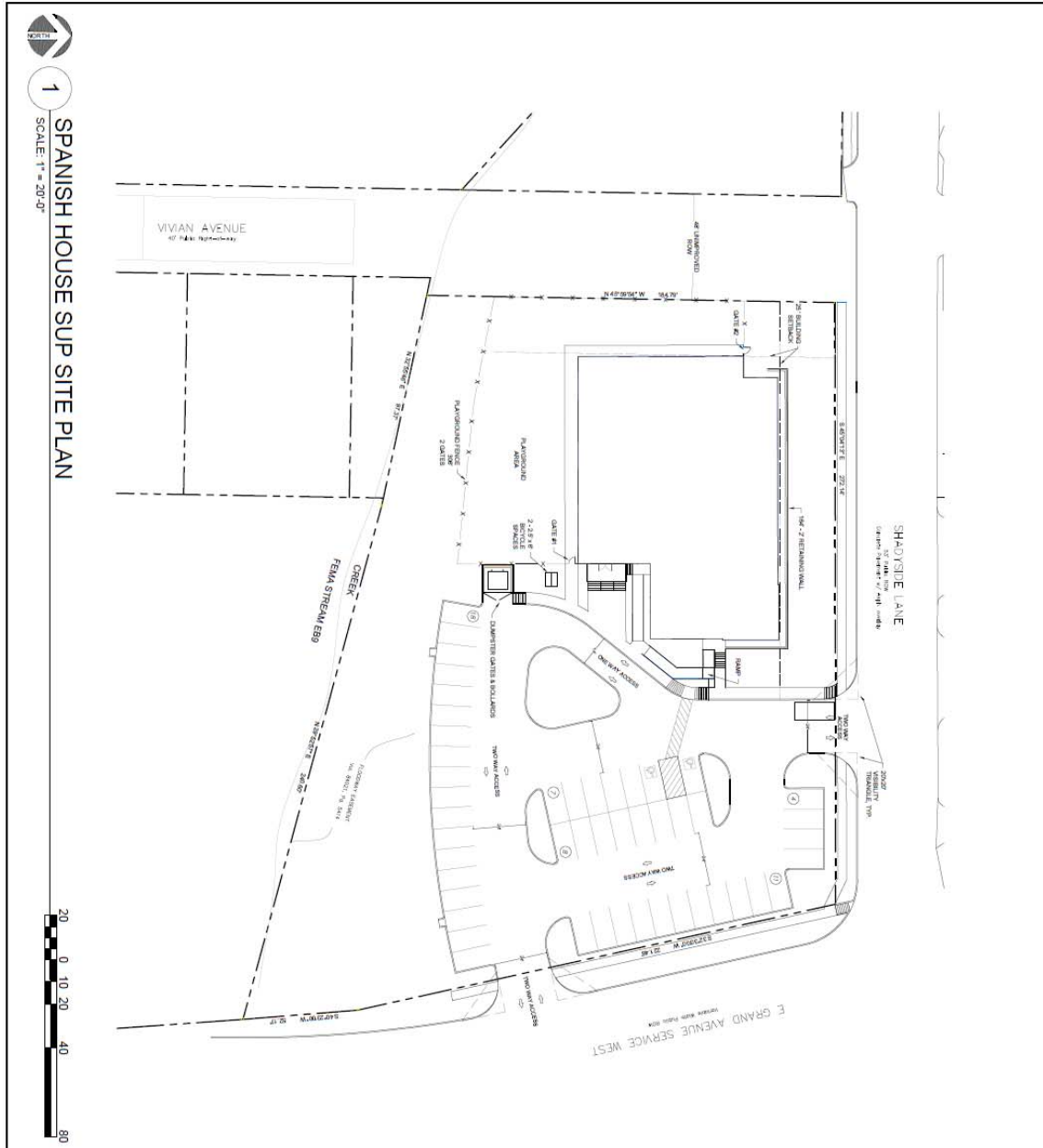
i. A traffic management plan may be amended using the minor amendment fee and public hearing process in Section 51A-4.1.105(k)(3) of Chapter 51A of the Dallas City Code, as amended.

ii. The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

9. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.

10. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

Proposed Site Plan



1 SPANISH HOUSE SUP SITE PLAN
 SCALE: 1" = 20'-0"

20 0 10 20 40 80

SITE INFORMATION:
 LOT AREA: 1.539 ACRES
 FLOOR AREA: 22,000 SF
 HEIGHT: 36' - 2 STORIES
 LOT COVERAGE: 18%
 FAR: 0-32-1

PRIVATE SCHOOL:
 15 ELEMENTARY CLASSROOMS
 1.5 PIS PER CLASSROOM
 23 SPACES REQUIRED

PARKING: 48 SPACES PROVIDED
 2 HANDICAP SPACES
 2 BICYCLE SPACES



E GRAND AVENUE
 CITY OF DALLAS, TEXAS



BALDWIN ASSOCIATES
 3904 Elm Street, Suite B
 Dallas, Texas 75226
 MOBILE: 214.729.7949
 OFFICE: 214.824.7949
 rob@baldwinplanning.com

10/29/2015
 PROJECT NUMBER
 CASE NUMBER

Proposed Traffic Management Plan

SPANISH HOUSE TRAFFIC MANAGEMENT PLAN JANUARY 2016 Z156-118

INTRODUCTION

The Spanish House Private School will be located to the west of the East Grand Avenue Service Road and Shadyside Lane intersection with a physical address of 7159 East Grand Avenue, Dallas, Texas 75223. This school is proposed to open in August 2016 with an enrollment of 80 students in Kindergarten to 5th grade. At full enrollment, which is projected to be reached in 2020, the school will have a maximum capacity of 200 students.

OVERVIEW

Spanish House will be located to the west of the East Grand Avenue Service Road and Shadyside Lane intersection as shown in **Figure 1**.

East Grand Avenue Service Road – Bordering the school to the east, this segment of East Grand Avenue serves as the service road for East Grand Avenue (SH 78) and is a one-way (southwest-bound only) roadway. The East Grand Avenue Service Road is not identified in the City of Dallas Thoroughfare Plan. The assumed speed limit on this section of the East Grand Avenue Service Road is 30 mph.

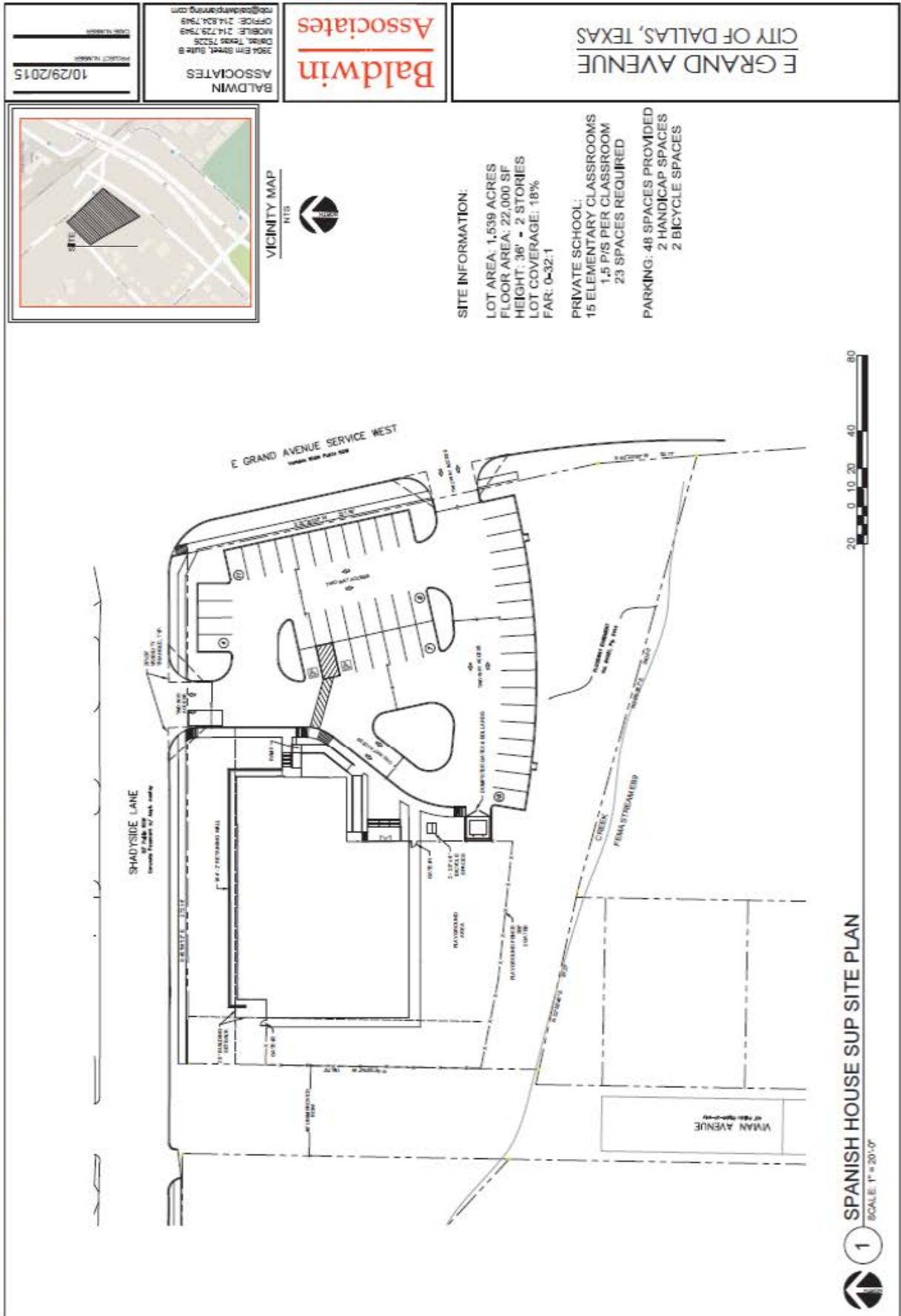
Shadyside Lane – Shadyside Lane borders Spanish House on the north side and is a two-lane, two-way roadway with a posted speed limit of 30 mph. Shadyside Lane is not identified on the City of Dallas Thoroughfare Plan. A DART bus stop is located along Shadyside Lane near the future school location.

Figure 2 shows the proposed site plan. The campus will be served by one driveway along East Grand Avenue and one driveway on Shadyside Lane. However, access will only be allowed via the East Grand Avenue driveway location during drop off and pick-up times.

Figure 1: Vicinity Map



Figure 2: Spanish House Site Plan



DATE: 10/29/2015
 PROJECT NUMBER:
 BALDWIN ASSOCIATES

3904 Elm Street, Suite B
 Dallas, Texas 75226
 MOBILE: 214.624.7949
 OFFICE: 214.624.7949
 info@balwinassociates.com



E GRAND AVENUE
 CITY OF DALLAS, TEXAS



SITE INFORMATION:
 LOT AREA: 1,539 ACRES
 FLOOR AREA: 22,000 SF
 HEIGHT: 36' - 2 STORIES
 LOT COVERAGE: 18%
 FAR: 0-32:1

PRIVATE SCHOOL:
 15 ELEMENTARY CLASSROOMS
 1.5 P/S PER CLASSROOM
 23 SPACES REQUIRED

PARKING: 48 SPACES PROVIDED
 2 HANDICAP SPACES
 2 BICYCLE SPACES



1 SPANISH HOUSE SUP SITE PLAN
 SCALE: 1" = 20'-0"



At maximum enrollment, Spanish House will serve 200 students in Kindergarten to 5th grade. Students will arrive at 7:30 AM and 8:30 AM with four (4) release times between 3:00 and 6:00 PM (including after school programs) as identified in Table 1. This table assumes full enrollment of the private school.

Table 1: Projected Student Dismissal Numbers

Dismissal Time	Percent of Enrollment Dismissed	# of Students
3:00 PM	30%	60
3:15 PM	30%	60
4:30 PM	20%	40
5:00 – 6:00 PM	20%	40
Total	100%	200

CITY OF DALLAS PARKING STANDARDS

Section 51.A-4.204 of the City of Dallas *Development Code* defines the parking requirements for institutional and community services. The City of Dallas code requires 1.5 parking spaces for each kindergarten/elementary school classroom. With 15 classrooms for Spanish House, 23 parking spaces would be required. Based on the site plan shown in Figure 2, the parking total of 48 spaces exceeds the City of Dallas requirements.

TRIP GENERATION

To develop trip rates for the Spanish House, the number of vehicle trips generated by the private school and the directional splits were initially calculated based on information presented in ITE’s *Trip Generation Manual, Ninth Edition*. The trip generation equations, directional splits and the number of trips generated by the proposed school at full enrollment using this information is provided in Table 2.

Table 2: ITE Trip Generation Rates

Land Use	ITE Code	Equations ¹					
		AM Peak Hour			School PM Peak Hour		
Private School (K-8)	534	$T = 0.90(X) + 3.01$			$T = 0.61(X) - 4.70$		
		Directional Splits ²					
		AM Peak Hour			School PM Peak Hour		
		55 / 45			47 / 53		
		Estimated Trip Generation (200 students)					
		AM Peak Hour			School PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
101	82	183	55	62	117		

¹T = Trip Ends; X = Number of Students
²XX / YY = % entering vehicles / % exiting vehicles

QUEUING ANALYSIS

The primary goal of the evaluation of the traffic circulation for the school is to minimize the impact on the adjacent public streets and to avoid queues on public roadways. The proposed circulation plan will be the same for both the drop off in the morning and pick-up in the afternoon and there are proposed to be two (2) drop off periods and four (4) dismissal periods. **Figure 3** shows the proposed circulation during the drop off and pick-up periods with the anticipated queues during the primary pick-up time (3:00 PM) identified. To determine the projected length of queues on site, a maximum queue length of four (4) feet per student was assumed, based on previous studies at other private schools. A queued vehicle length of 20 feet was also assumed. Under these assumptions, **Table 3** summarizes the projected maximum queue for each dismissal period.

Table 3: Projected Queue Lengths by Dismissal Time

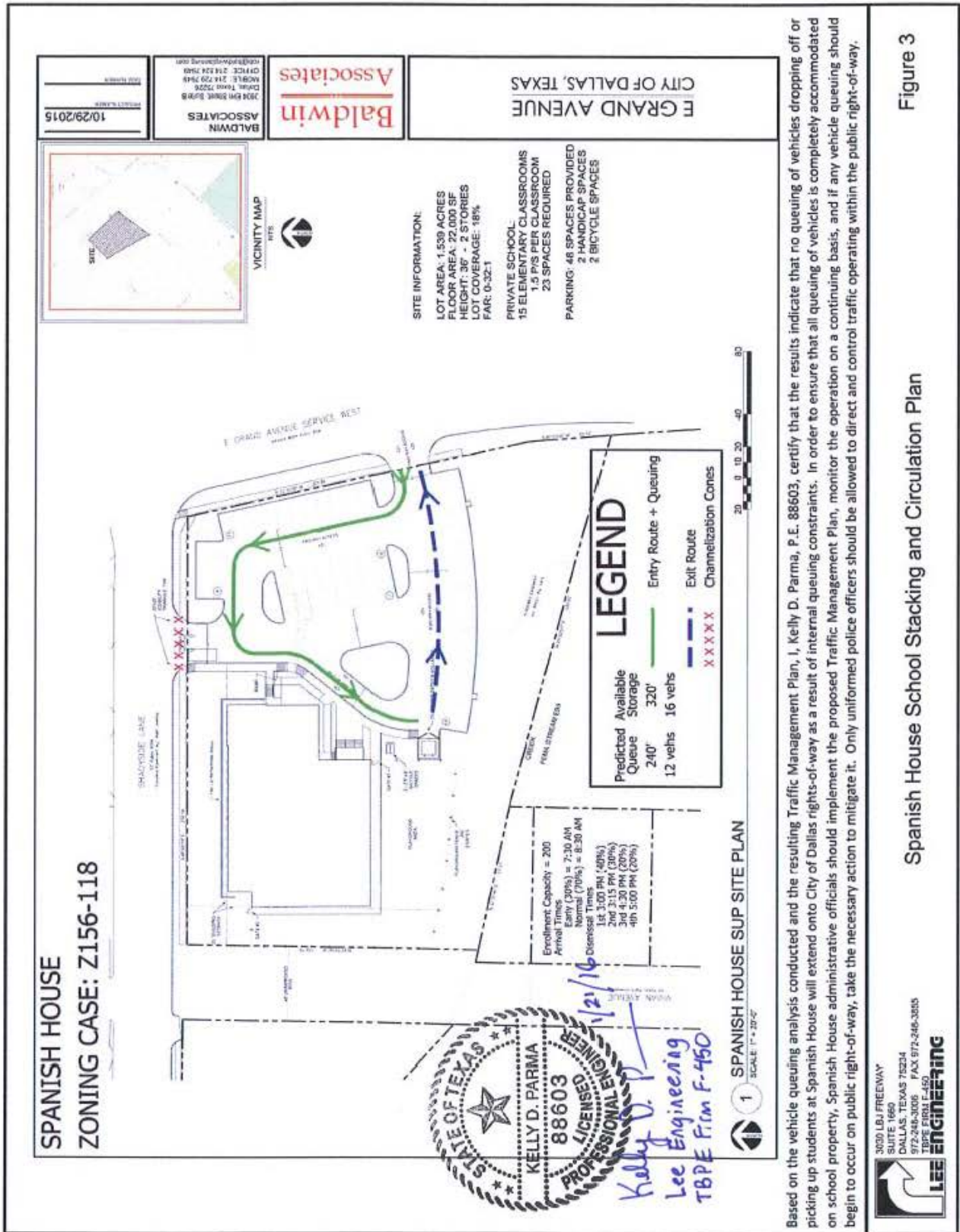
Dismissal Time	Percent of Enrollment Dismissed	# of Students	Projected Max Queue	
			(Feet)	(vehicles)
3:00 PM	30%	60	240	12
3:15 PM	30%	60	240	12
4:30 PM	20%	40	160	8
5:00 – 6:00 PM	20%	40	160	8
Total	100%	200	---	---

As shown by **Figure 3** and **Table 3**, with 320 feet (16 vehicles) of on-site queuing provided, the site is predicted to be able to store the vehicles during each of the dismissal periods.

2015-2016 PROPOSED OPERATION

The arrival and dismissal traffic flow is expected to proceed as follows:

- **Arrival Procedures**
 - Shadyside Lane driveway closed. All traffic will enter using the East Grand Avenue driveway.
 - A counterclockwise movement is recommended. Parents will enter the school using the East Grand Avenue driveway and turn right into the school parking lot.
 - Staff members will be present to assist students out of vehicles.
- **Dismissal Procedures**
 - Shadyside Lane driveway closed. All traffic will enter using the East Grand Avenue driveway.
 - A counterclockwise movement is recommended. Parents will enter the school and the queue line using the East Grand Avenue driveway and turn right into the school parking lot.
 - Staff members will assist students in to vehicles and to direct parents in queue lines as necessary.
 - Parents to remain in vehicles while in queue line.



Based on the vehicle queuing analysis conducted and the resulting Traffic Management Plan, I, Kelly D. Parma, P.E. 88603, certify that the results indicate that no queuing of vehicles dropping off or picking up students at Spanish House will extend onto City of Dallas rights-of-way as a result of internal queuing constraints. In order to ensure that all queuing of vehicles is completely accommodated on school property, Spanish House administrative officials should implement the proposed Traffic Management Plan, monitor the operation on a continuing basis, and if any vehicle queuing should begin to occur on public right-of-way, take the necessary action to mitigate it. Only uniformed police officers should be allowed to direct and control traffic operating within the public right-of-way.

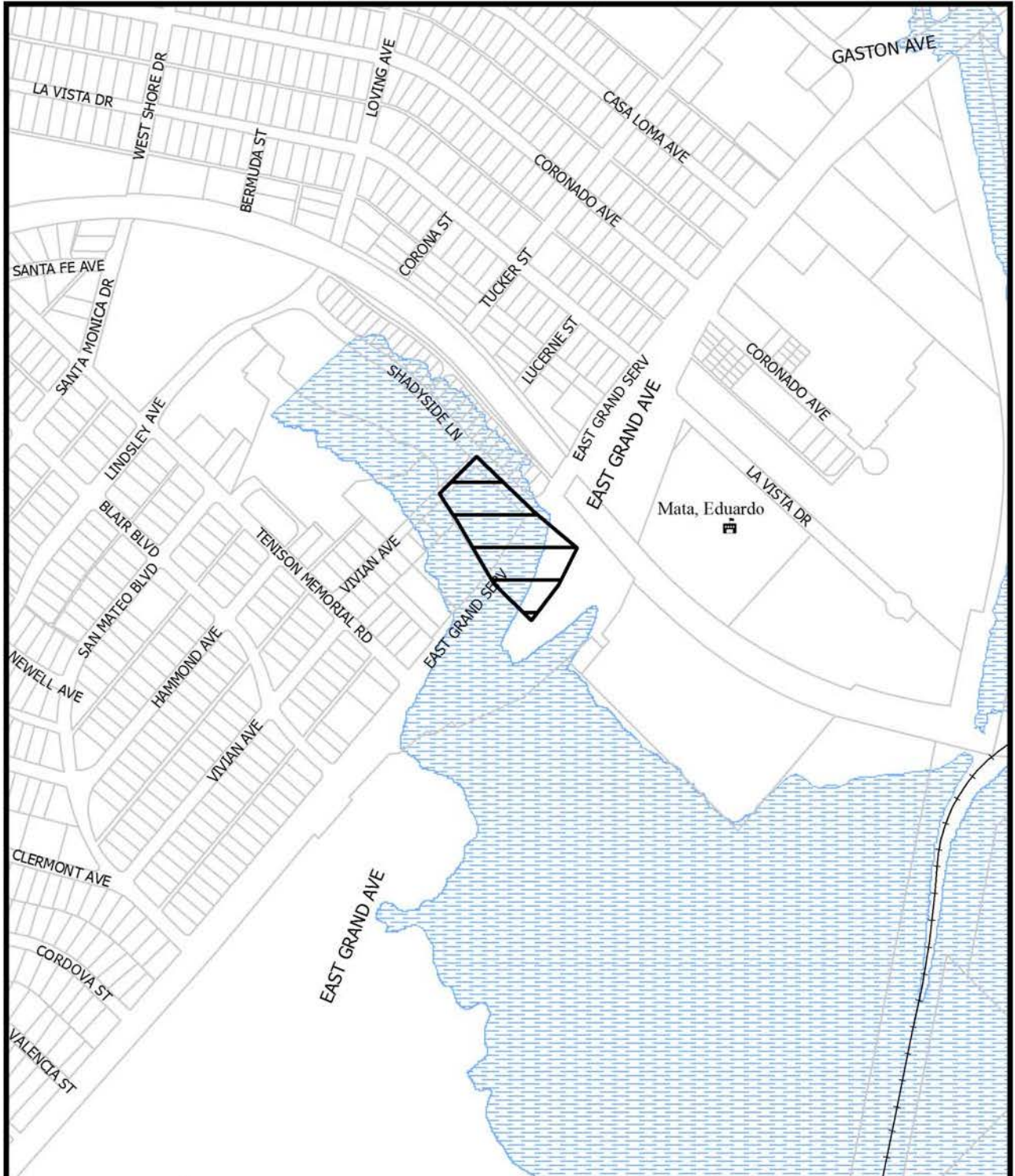
Figure 3


Spanish House School Stacking and Circulation Plan

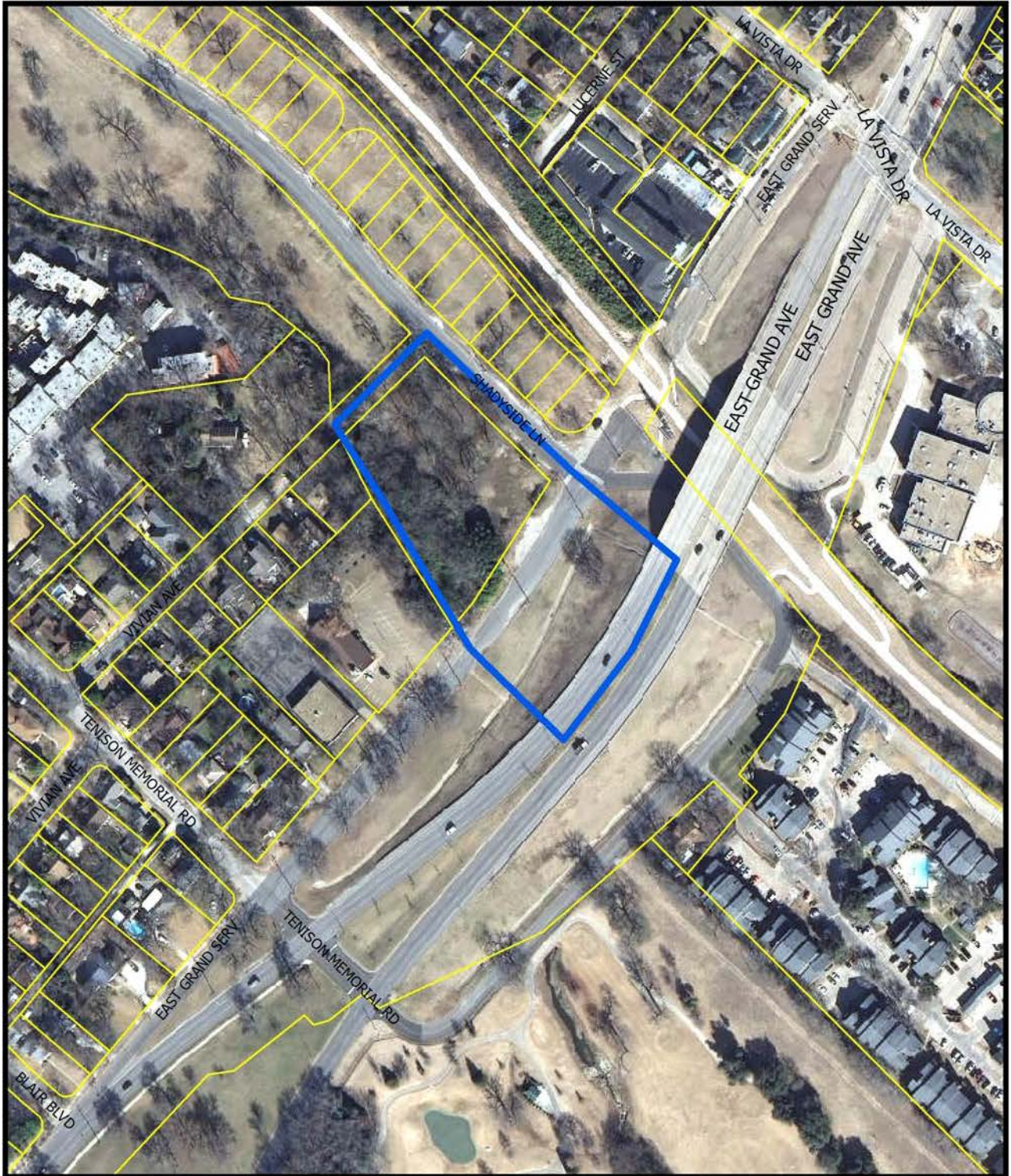
Based on the vehicle queuing analysis conducted and the resulting Traffic Management Plan, I, Kelly D. Parma, P.E. 88603, certify that the results indicate that no queuing of vehicles dropping off or picking up students at Spanish House will extend onto City of Dallas rights-of-way as a result of internal queuing constraints. In order to ensure that all queuing of vehicles is completely accommodated on school property, Spanish House administrative officials should implement the proposed Traffic Management Plan, monitor the operation on a continuing basis, and if any vehicle queuing should begin to occur on public right-of-way, take the necessary action to mitigate it. Only uniformed police officers should be allowed to direct and control traffic operating within the public right-of-way.



Kelly D. P.
1/21/16
Lee Engineering
TBPE Firm F-450



 1:6,000	<h3>VICINITY MAP</h3>	Case no: <u> Z156-118 </u> Date: <u> 2/18/2016 </u>
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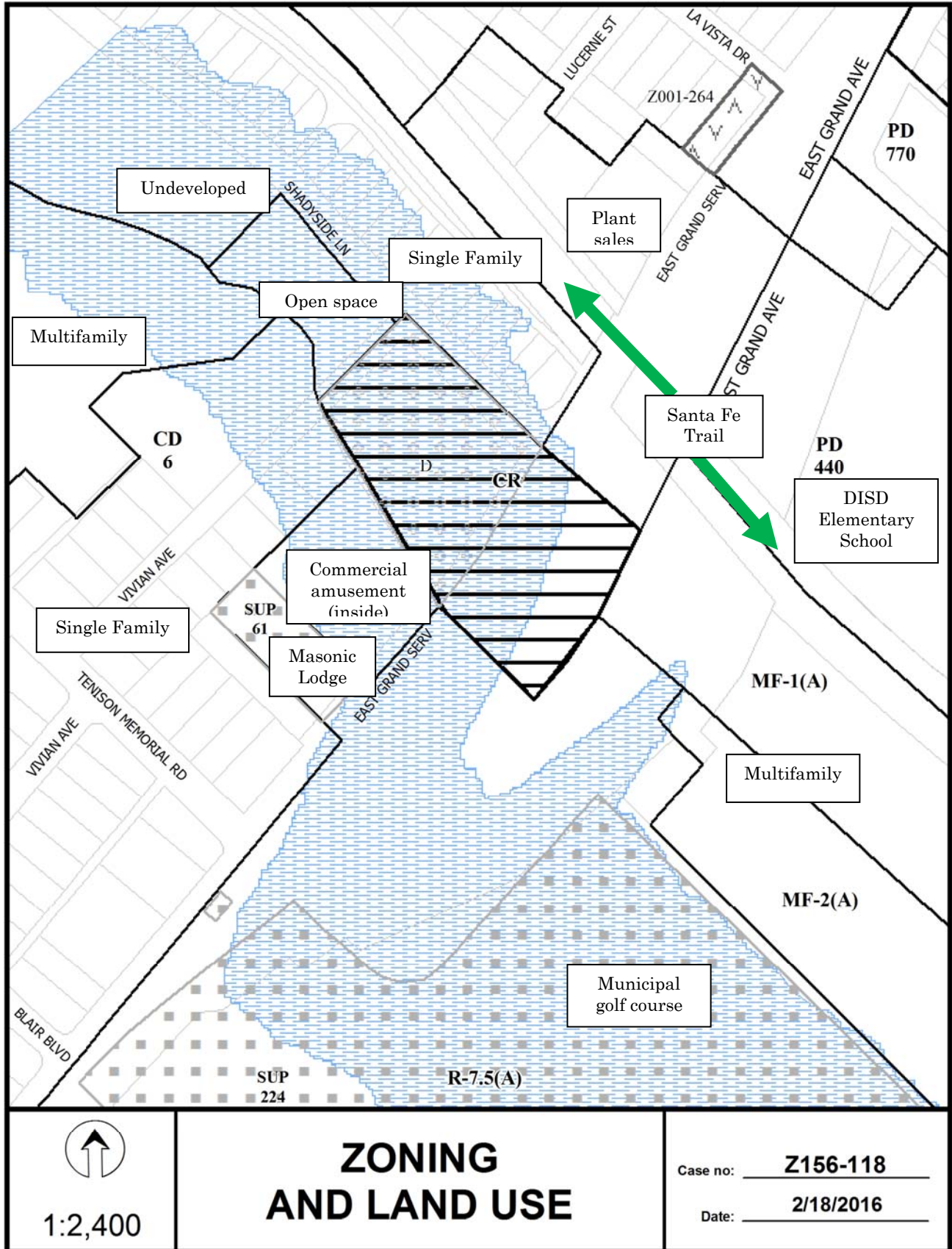


1:2,400

AERIAL MAP

Case no: Z156-118

Date: 2/18/2016





<u>27</u>	Property Owners Notified (36 parcels)
<u>1</u>	Replies in Favor (1 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>300'</u>	Area of Notification
<u>3/3/2016</u>	Date

Z156-118
CPC



1:2,400

03/02/2016

Reply List of Property Owners

Z156-118

27 Property Owners Notified

1 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	7159 EAST GRAND AVE	MARTINEZWALLACE LLC
	2	7140 EAST GRAND AVE	7140 E GRAND LLC
	3	7137 EAST GRAND AVE	PAN AMERICAN GOLF ASSN
	4	7115 EAST GRAND AVE	PACE MARK EDWARD
	5	7119 EAST GRAND AVE	GARRETT ALEXANDER C
	6	903 SHADYSIDE LN	MM FINISHED LOTS LLC
	7	7123 VIVIAN AVE	SHELBY SUSAN
	8	7138 VIVIAN AVE	BLAIR CATHERINE E
	9	7126 VIVIAN AVE	CARD DAVID J
	10	7116 VIVIAN AVE	WILLIAMS KEVIN W &
	11	7134 VIVIAN AVE	JAREMKO MATTHEW E &
	12	7122 VIVIAN AVE	WORM JOHN &
	13	7201 VIVIAN AVE	BARBOSA GUSTAVE
	14	7100 TENISON MEMORIAL RD	SAN MATEO FOREST APT LLC
	15	7200 EAST GRAND AVE	JOPLIN MARY C
O	16	7201 EAST GRAND AVE	JAY SITARAM HOSPITALITY
	17	7150 EAST GRAND AVE	AHC METRO LAKEWOOD LP
	18	7420 LA VISTA DR	Dallas ISD
	19	1030 SHADYSIDE LN	EBERWEIN SCOTT & ANDREZA C
	20	1054 SHADYSIDE LN	DAO STEPHEN &
	21	1062 SHADYSIDE LN	MEGATEL HOMES INC
	22	1070 SHADYSIDE LN	MEGATEL HOMES INC
	23	1078 SHADYSIDE LN	LANDRUM JUSTIN ROBB &
	24	1110 SHADYSIDE LN	WINKLER ANTHONY & SUMMER
	25	1154 SHADYSIDE LN	MM FNISHED LOTS LLC
	26	401 S BUCKNER BLVD	DART

Z156-118(SM)

03/02/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	401 S BUCKNER BLVD	DART

AGENDA ITEM # 66

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 3
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 64 V

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for an adult day care facility and an ordinance repealing Specific Use Permit No. 1669 for a foster home on property zoned an R-7.5(A) Single Family District on the east side of Manitoba Avenue, north of Red Wing Drive
Recommendation of Staff and CPC: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions Z156-123(LHS)

FILE NUMBER: Z156-123(LHS)

DATE FILED: November 5, 2015

LOCATION: East side of Manitoba Avenue, north of Red Wing Drive

COUNCIL DISTRICT: 3

MAPSCO: 64V

SIZE OF REQUEST: Approx. 0.39 acres

CENSUS TRACT: 112.00

APPLICANT / REPRESENTATIVE: Marquita Pritchett [Brenda Pritchett Ford]

OWNER: Kenneth Reagor

REQUEST: An application for a Specific Use Permit for an adult day care facility and to repeal Specific Use Permit No. 1669 for a foster home on property zoned an R-7.5(A) Single Family District.

SUMMARY: The applicant proposes to operate an adult day care facility and to discontinue the foster home. The operation will occur in the existing structure that is one story, 2,380 square feet. An adult day care facility is defined as “a facility that provides care or supervision for five or more persons 18 years of age or older who are not related by blood, marriage, or adoption to the owner or operator of the facility, whether or not the facility is operated for profit or charges for the services it offers.”

CPC RECOMMENDATION: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – Additional traffic should be anticipated from this use as opposed to the foster home. However, the size of the facility, which also dictates the number of adults that may be supervised as prescribed by the Texas Department of Aging and Disability Service, will limit the impact.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – There are other SUP’s for similar facilities in the immediate area. As a result, the use could provide a service to the area.
3. *Not a detriment to the public health, safety, or general welfare* – The proposed use of the site is not anticipated to be a detriment to the public health, safety, or general welfare.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The proposed use will comply with all applicable zoning regulations and standards.

Zoning History:

There has been no recent zoning activity within the immediate vicinity of the request site.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Manitoba Avenue	Local	50’

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that the surrounding roadway system can accommodate the request.

STAFF ANALYSIS:

Comprehensive Plan:

The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as being in a Residential Neighborhood Building Block.

The Residential Neighborhood Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections. Neighborhood "pocket parks" provide open space for families. Individual lot size, front yard and side yard setbacks, garage orientation and scale of the home vary from neighborhood to neighborhood. These areas rely primarily on cars for access, although traffic on neighborhood streets is expected to be low. Cut through traffic or spill over from commercial areas will be strongly discouraged. While public transit may be available, typically it involves longer walks to bus stops or the need to drive to park-and-ride facilities. Newly developed neighborhoods may provide better pedestrian access to community services through shorter block lengths, narrower streets, sidewalks and greenbelts with hike and bike trails and might also provide improved access to transit service. Public investment will focus on protecting quality of life by providing amenities such as parks, trails, road improvements and strong code enforcement.

Land Use Compatibility:

Located in the middle of a residential neighborhood, the property is surrounded by single-family homes and is two blocks away from a major thoroughfare, East Camp Wisdom Road.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all

Z156-123(LHS)

applicable zoning regulations and standards. The request does appear to have an adverse impact on the surrounding zoning and land uses.

Development Standards for Institutional Uses in R-7.5(A):

DISTRICT	SETBACKS		FAR	Height	Lot Coverage	Special Standards	Other Uses
	Front	Side/Rear					
Existing							
R-7.5(A) Single Family District	25'	10' Side / 15' Rear	No maximum	No maximum	25%	N/A	Single Family, institutional uses with an SUP

Parking:

Pursuant to §51A-4.200 of the Dallas Development Code, an adult day care facility requires one off-street parking space for each 500 square feet of floor area. The size of the proposed facility would require 5 parking spaces, which are currently provided on the site.

Landscaping:

Additional landscaping requirements will be not triggered because there are no changes to the site.

Z156-123(LHS)

CPC Action – March 3, 2016

Z156-123(LHS)

Planner: LaShondra Holmes Stringfellow

Motion: It was moved to recommend **approval** of a Specific Use Permit for an adult day care facility and to repeal Specific Use Permit No. 1669 for a foster home for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions on property zoned an R-7.5(A) Single Family District on the east side of Manitoba Avenue, north of Red Wing Drive.

Maker: Houston
Second: Anglin
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Abtahi
Vacancy: 0

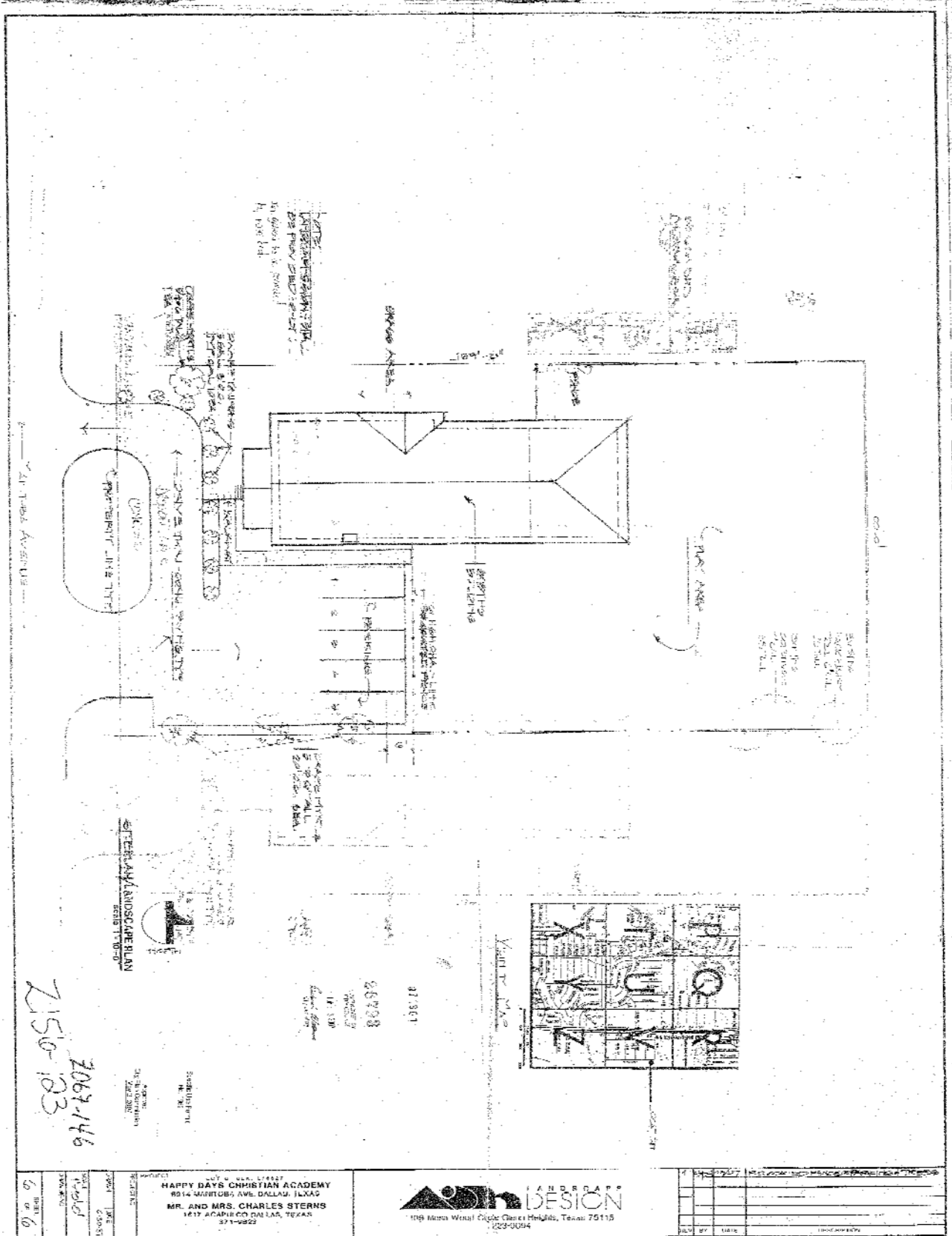
Notices: Area: 200 Mailed: 16
Replies: For: 0 Against: 0

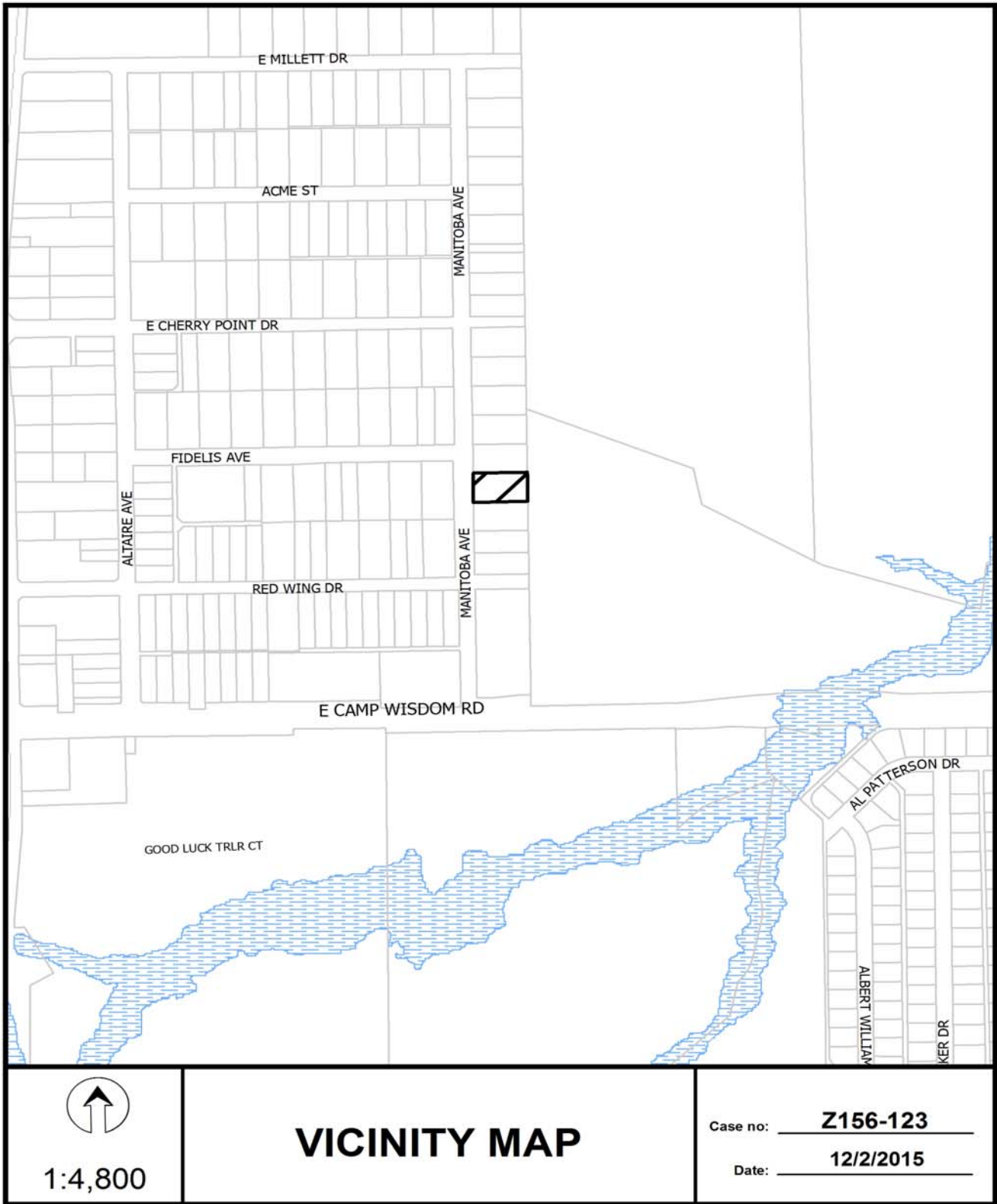
Speakers: For: Marquita Pritchett-Doss, 9413 Sandyland Blvd., Dallas, TX, 7
Against: None

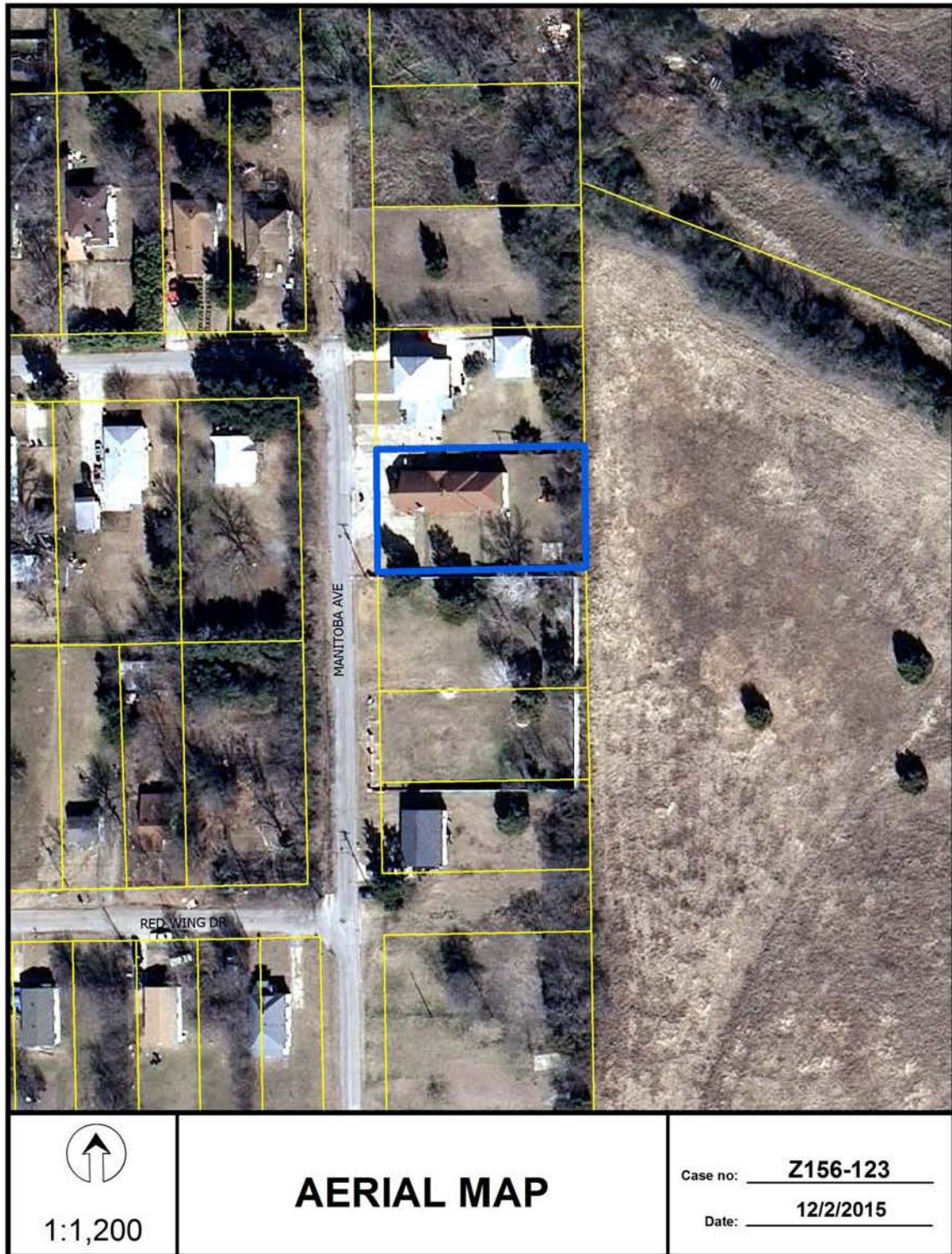
PROPOSED SUP CONDITIONS

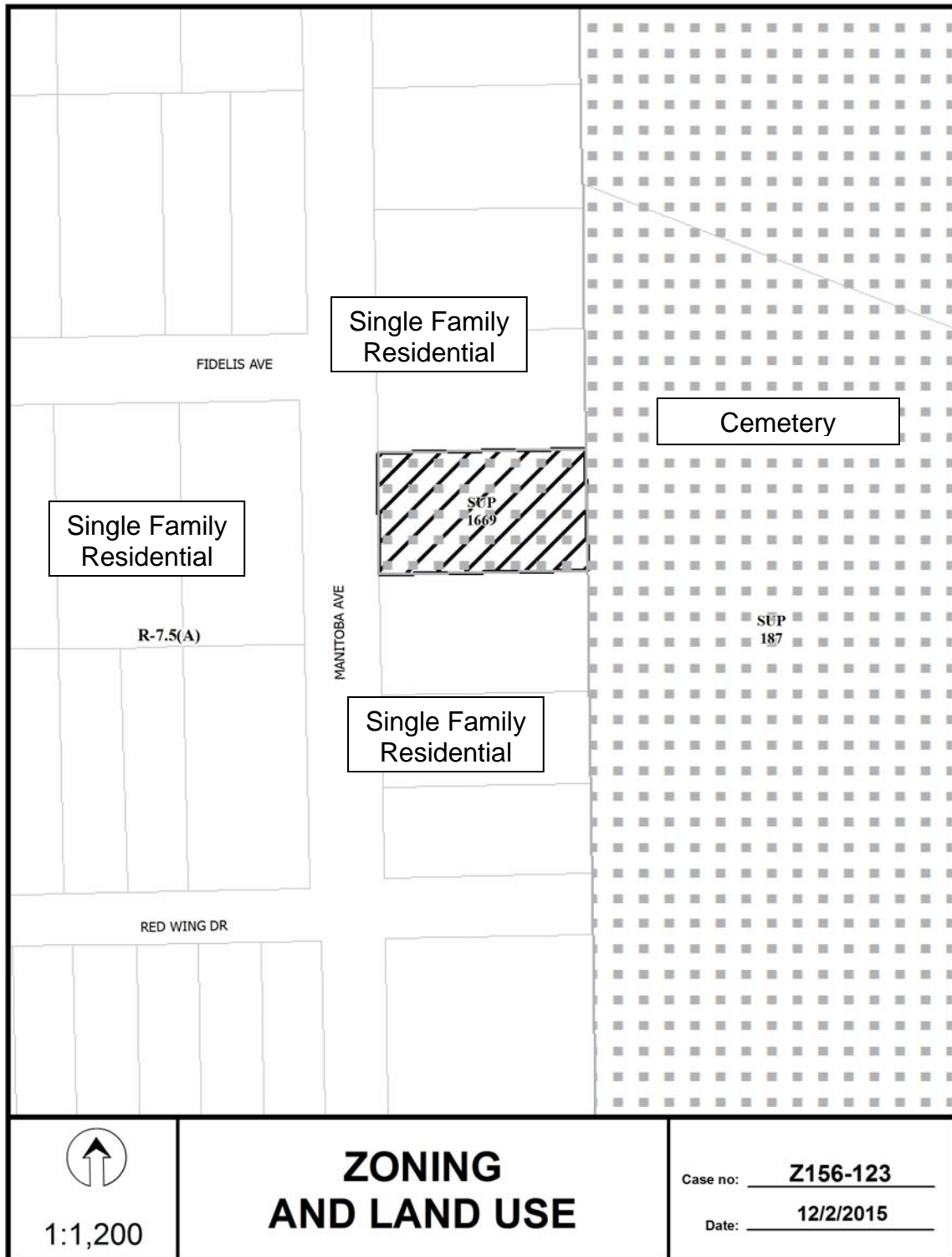
1. USE: The only use authorized by this specific use permit is an adult day care facility.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. FLOOR AREA: The maximum floor area is 2,380 square feet.
4. HEIGHT: The maximum height is 30 feet.
5. TIME LIMIT: This specific use permit is approved for a two-year time period, and is eligible for automatic renewal for additional five-year time periods, pursuant to Section 51A-4.219 of CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," of the Dallas City Code, as amended. In order for automatic renewal to occur, the property owner or the owner's representative must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The property owner is responsible for checking the Code for possible revisions to this provision. The deadline for application for automatic renewal will be strictly enforced).
6. DRIVE: A circular drive or similar area must be provided for the off-street loading and unloading of adult day care attendees, as shown on the attached site plan.
7. MAINTENANCE: The entire premises must be properly maintained in a state of good repair and neat appearance at all times.
8. GENERAL REGULATIONS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN











<u>16</u>	Property Owners Notified (17 parcels)
<u>0</u>	Replies in Favor (0 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>200'</u>	Area of Notification
<u>3/3/2016</u>	Date

Z156-123
CPC



1:1,200

03/02/2016

Reply List of Property Owners

Z156-123

16 Property Owners Notified

0 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	6914	MANITOBA AVE	REAGOR KENNETH &
2	330	FIDELIS AVE	BARRERA FIDEL &
3	338	FIDELIS AVE	VELASQUEZ TOVIAS II
4	339	RED WING DR	MONTOYA MARIA DEL ROCIO
5	327	RED WING DR	ROJAS YULIANA
6	331	RED WING DR	LOPEZ OLIVIA ESTATE OF
7	6822	MANITOBA AVE	DELEON THOMAS
8	6830	MANITOBA AVE	MARTINEZ MARGARITA
9	6906	MANITOBA AVE	GONZALEZ JOSE & SANDRA
10	6918	MANITOBA AVE	REAGOR KENNETH & MERECIA
11	6934	MANITOBA AVE	MACK JAMES R
12	515	E CAMP WISDOM RD	LAUREL LAND MEM PARK
13	1101	E CAMP WISDOM RD	LAUREL LAND MEMORIAL
14	339	FIDELIS AVE	TREVINO ADAN C & ROSA N
15	335	FIDELIS AVE	TREVINO ELVA E
16	331	FIDELIS AVE	LEON ERICA M

AGENDA ITEM # 67

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 2
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 45 U

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for an alcoholic beverage manufacturing use and a new subdistrict on property zoned Subdistrict 2, Mixed Use Corridor, within Planned Development District No. 317, the Cedars Area Special Purpose District on the east corner of Browder Street and Blakeney Street
Recommendation of Staff and CPC: Approval of a new subdistrict subject to conditions; and approval of a Specific Use Permit for an alcoholic beverage manufacturing use for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site/landscape plan and conditions
Z156-127(SM)

FILE NUMBER: Z156-127(SM) **DATE FILED:** November 9, 2015

LOCATION: East corner of Browder Street and Blakeney Street

COUNCIL DISTRICT: 2 **MAPSCO:** 45-U

SIZE OF REQUEST: Approx. 1.97 acres **CENSUS TRACT:** 204.00

APPLICANT: Four Corners Brewing

OWNER: Matthews CCH Partners, LP

REPRESENTATIVE: Audra Buckley, Permitted Development

REQUEST: An application for a new subdistrict and a Specific Use Permit for an alcoholic beverage manufacturing use on property zoned Subdistrict 2, Mixed Use Corridor, within Planned Development District No. 317, the Cedars Area Special Purpose District.

SUMMARY: The purpose of the request is to create a new subdistrict to allow an alcoholic beverage manufacturing use by specific use permit in the existing two structures on the site. The microbrewery, microdistillery, or winery use will also be permitted in the new subdistrict with a specific use permit. However, the applicant is not requesting a specific use permit for that use at this time. All other uses in the existing subdistrict will continue to be permitted.

CPC RECOMMENDATION: Approval of a new subdistrict subject to conditions; and approval of a Specific Use Permit for an alcoholic beverage manufacturing use for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site/landscape plan and conditions.

STAFF RECOMMENDATION: Approval of a new subdistrict subject to conditions; and approval of a Specific Use Permit for an alcoholic beverage manufacturing use for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site/landscape plan and conditions.

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The proposed use with the conditions is compatible with surrounding uses. Outside amplification of the use is limited to the hours of 8:00 a.m. to 10:00 p.m. thereby restricting noise to surrounding properties. Additional conditions require landscaping, comparable fencing materials, and a time period for periodic reviews to ensure the request is a good neighbor to the surrounding properties.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The request proposes adaptive reuse of an existing building that will provide a neighborhood attraction that the area presumably will enjoy.
3. *Not a detriment to the public health, safety, or general welfare* – The proposed use is not a detriment to the public.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – No variances will be needed for this request.

Staff recommends approval for a new subdistrict based upon:

1. *Performance impacts upon surrounding property* – The subdistrict currently allows bar, lounge, or tavern by specific use permit. The addition of alcoholic beverage manufacturing and microbrewery, microdistillery, and winery uses by specific use permit will not significantly impact surrounding properties.
2. *Traffic impact* – The Engineering Section of the Department of Sustainable Development and Construction has determined that the request will not have a negative impact on the street system
3. *Comprehensive Plan or Area Plan Conformance* – The new subdistrict with the additional uses conform to the Urban Mixed Use Building Block and is within 1500 feet of a DART rail station.
4. *Justification for PD Planned Development District Zoning as opposed to a straight zoning district* – In order to add the two new uses that were not defined uses in the Development Code when the Planned Development District was enacted, a new subdistrict was required. The new subdistrict also allows for the addition of legacy building provisions that seek to preserve older buildings in the subdistrict by offering a parking reduction.

Zoning History: There have been two zoning cases in the area over the past five years.

1. **Z145-342** On November 2015, the City Council approved a code amendment to create a Historic Building Demolition Delay Overlay.
2. **Z156-158** On February 4, 2015, the City Plan Commission recommended approval for an application for Subdistrict 2 (Moderate Density Mixed Use Corridors) on property zoned Subdistrict 6 (Old City Park Institutional) within Planned Development District No. 317, the Cedars Area Special Purpose District.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Thoroughfare Plan Dimension
Bellevue Street (future ROW)	Collector	2 lanes undivided, 60' ROW, 36'pavement
Blakeney Street	Local	30' ROW
Browder Street	Local	60' ROW
Orr Street	Local	66' ROW

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that it will not have a detrimental impact on the surrounding street system.

COMPREHENSIVE PLAN: The *forwardDallas!* Comprehensive Plan was adopted by the City Council in June 2006. The *forwardDallas!* Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as being in the Urban Mixed-Use Building Block.

The Urban Mixed-Use Building Block incorporates a vibrant mix of residential and employment uses at a lower density than the Downtown Building Block. These areas are typically near Downtown, along the Trinity River or near major transit centers. Examples include Uptown, the City Place/West Village area, Stemmons Design District, Cedars and Deep Ellum. Urban Mixed-Use Building Blocks provide residents with a vibrant blend of opportunities to live, work, shop and play within a closely defined area. Buildings range from high-rise residential or midrise commercial towers to townhomes and small corner shops. Good access to transit is a critical element. Similar to Downtown, the Urban Mixed-Use Building Blocks offer employment and housing options and are important economic growth areas for businesses. People on foot or bike can enjoy interesting storefronts at ground level with benches, public art, on-street parking and wide sidewalks, creating an appealing streetscape. Large parking areas and other auto-oriented land uses are typically located at the edges.

Land Use Compatibility:

	Zoning within PDD No. 317	Land Use
Site	Subdistrict 2	Vacant Commercial
Northeast	Subdistrict 2, H/20	Hotel
Southeast	Subdistrict 2	Commercial Warehouses
Northwest	Subdistrict 3	Seafood Supplier
Southwest	Subdistrict 2	Undeveloped, Multifamily

The surrounding areas include a hotel to the northeast, commercial uses to the southeast and northwest, and an undeveloped parcel adjacent to a multifamily use further to the southwest. The most sensitive surrounding uses are the multifamily and hotel where conditions have been added to the new subdistrict to limit outdoor amplification to the hours of 8 a.m. to 10 p.m. Monday through Sunday in order to not disturb nearby residents. The applicant has also agreed to a specific use permit in order to periodically review how the proposed use will impact surrounding properties.

Per the PDD, the purpose of Subdistrict 2 is to:

Encourage the development of moderate-density office, lodging, retail, and residential uses in compatible combinations along the main street corridors that serve the Cedars Area Special Purpose District; to encourage development that supports increased pedestrian and bicycle use; and to encourage the preservation of structures with historic value.

The request proposes to renovate the more than a century-old buildings on the site and to improve the parking lot with landscaping and fencing. The site is also proposed to have an outdoor patio facing Orr Street (near South Ervay Street) and to sublet the Orr street frontage to pedestrian-oriented uses, such as retail and restaurant, to activate the frontage. The first phase of the request will be to occupy the larger building at the northwestern corner of the site with brewing and manufacturing functions that are closed to the public. Once the brewing operations are running smoothly, the next phase of the development will be to occupy a portion the smaller building in the southeastern corner of the site with retail sales and seating areas for the beer produced in the larger building, small production areas and small storage areas may also be included in the smaller building. The remainder of the smaller building in the southeastern corner of the site will have other pedestrian oriented occupants like restaurant and retail uses. The final phase of the proposal is for the applicant to occupy all of both buildings on the site as the site plan shows.

The additional conditions of the new subdistrict and the periodic review of a specific use permit will most likely ensure that the use is compatible with surrounding properties.

Landscaping: Landscaping of any development will be in accordance with the landscaping requirements in PDD No. 317. The specific use permit requires that non-triggered landscaping be provided in the areas shown on the site/landscape plan.

Parking: Parking in this district has special provisions for multifamily and on-street parking credits. The district also currently allows a 40 percent parking reduction if a site is within 1,500 feet of a DART light rail station and provides particularly prescribed enhanced pedestrian amenities. These enhanced pedestrian amenities include, but are not limited to, street trees per 25 feet of frontage, enhanced sidewalks, and a minimum of 20 percent of the street facing facade must have a canopy or awning. The canopy or awning requirement has no method of waivers and the buildings are so close to property lines that canopies and awnings are infeasible. Therefore, an alternate parking reduction is proposed in the new subdistrict that allows up to a 20 percent parking reduction for a legacy building if (1) additional landscaping is provided, (2) 30 percent transparency or murals, sculptures, or other art work for a minimum 50 percent of the facade is provided, and (3) the site is within 1500 feet of a DART light rail station. Staff recommends this provision because it encourages reuse of older buildings and meets the spirit and intent of the 40 percent parking reduction but allows blank walls that may have structural reasons as to not add transparency, to be decorated in a way that encourages pedestrian activity.

Prior CPC Action – March 3, 2016:

Motion: It was moved to recommend **approval** of a Specific Use Permit for an alcoholic beverage manufacturing use for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site/landscape plan and conditions; and **approval** of a new subdistrict, subject to conditions on property zoned Subdistrict 2, Mixed Use Corridor, within Planned Development District No. 317, the Cedars Area Special Purpose District on the east corner of Browder Street and Blakeney Street.

Maker: Emmons
Second: Jung
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Abtahi
Vacancy: 0

Notices: Area: 500 Mailed: 40
Replies: For: 5 Against: 1

Speakers: For: Audra Buckley, 416 S. Ervay St., Dallas, TX, 75201
Michael Przekwas, 1602 Beaumont St., Dallas, TX, 75215
Against: None

List of Officers/Partners/Members

Four Corners Brewing Company, LLC

Greg Leftwich, Managing Member

George Esquivel, Managing Member

Stephen Porcari, Managing Member

Matthews CCH Partners, LP

General Partner: Matthews CCH Partners, GP

General Partner: Matthews CCH Partners GP, LLC

MATTHEWS HOLDINGS SW INC, Managing Member

John H Matthews, President and Director

Kristian Teleki, Vice-President

Hans Wohlfarth, Director

**PROPOSED SUP CONDITIONS
Z156-127**

1. USE: The only use authorized by this specific use permit is alcoholic beverage manufacturing.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on _____ (two years), but is eligible for automatic renewal for additional five-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.
4. LANDSCAPING: Landscaping must be provided as shown on the attached site plan.
5. FENCE MATERIALS: Fences must be constructed of ornamental metal, brick, stone, concrete masonry, stucco, or concrete.
6. FLOOR AREA: The maximum floor area is 29,860 square feet.
7. PHASING: Building A, as shown on the attached site plan, must be occupied by the alcoholic beverage manufacturing use before the use may expand into Building B. Any use of Building B for alcoholic beverage manufacturing must be in conjunction with the alcoholic beverage manufacturing use in Building A and under the same ownership at all times.
8. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
9. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED AMENDMENTS TO:

ARTICLE 317.

PD 317.

Cedars Area Special Purpose District

SEC. 51P-317.101. LEGISLATIVE HISTORY.

PD 317 was established by Ordinance No. 20395, passed by the Dallas City Council on July 26, 1989. Ordinance No. 20395 amended Ordinance Nos. 10962 and 19455, Chapters 51 and 51A of the Dallas City Code, as amended. Subsequently, Ordinance No. 20395 was amended by Ordinance No. 20822, passed by the Dallas City Council on November 28, 1990; Ordinance No. 22003, passed by the Dallas City Council on March 23, 1994; Ordinance No. 23144, passed by the Dallas City Council on May 28, 1997; Ordinance No. 23379, passed by the Dallas City Council on December 10, 1997; Ordinance No. 23470, passed by the Dallas City Council on March 25, 1998; Ordinance No. 23921, passed by the Dallas City Council on June 23, 1999; Ordinance No. 24014, passed by the Dallas City Council on September 8, 1999; Ordinance No. 24017, passed by the Dallas City Council on September 8, 1999; Ordinance No. 24124, passed by the Dallas City Council on December 8, 1999; Ordinance No. 24430, passed by the Dallas City Council on October 25, 2000; and Ordinance No. 24503, passed by the Dallas City Council on January 24, 2001. (Ord. Nos. 10962; 19455; 20395; 20822; 22003; 23144; 23379; 23470; 23921; 24014; 24017; 24124; 24430; 24503; 24826)

SEC. 51P-317.102. PROPERTY LOCATION AND SIZE.

PD 317 is established on property generally bounded by Interstate Highway 30 on the north, Interstate Highway 45 on the east, the G.C. & S.F. Railroad right-of-way on the south, and the M.K. & T. Railroad right-of-way on the west. The size of PD 317 is approximately 580.328 acres. (Ord. Nos. 20395; 24826)

SEC. 51P-317.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless the context clearly indicates otherwise, in this article:

(1) AREA means one of the areas referred to in Section 51P-317.105 of this article.

(2) DIR means development impact review pursuant to Division 51A-4.800.

(2.1) ENHANCED PEDESTRIAN AMENITIES means improvements located in the enhanced pedestrian amenities area that are designed to encourage pedestrian traffic, and that meet all of the standards set forth in Section 51P-317.112.1(c).

(2.2) ENHANCED PEDESTRIAN AMENITIES AREA means an area used by pedestrians adjacent to a street, and that meets all of the standards set forth in Section 51P-317.112.1(c).

(3) LARGE TREE means a tree of a species which normally reaches a height of 30 feet or more upon maturity.

(3.1) LEGACY BUILDING means a building constructed on or before January 1, 1960.

(4) OWNER means the owner or owners, from time to time, of property in this district.

(5) PARAGRAPH means the first division of a subsection. Paragraphs are designated by arabic numerals in parentheses, e.g. "(1)."

(6) PARKWAY means that portion of the street right-of-way located between the street curb and the front lot line.

(7) PROJECTED STREET CURB means the future location of the street curb consistent with the city's thoroughfare plan, as determined by the director of public works and transportation.

(8) RAR means residential adjacency review pursuant to Division 51A-4.800.

(8.1) RECYCLABLE MATERIALS means clothing, aluminum cans, steel cans, glass, paper, plastics, and household and industrial metals.

(9) SECTION means a section of this article.

(10) SUBPARAGRAPH means the first division of a paragraph. Subparagraphs are designated by capital letters in parentheses, e.g. "(A)."

(11) SUBSECTION means the first division of a section. Subsections are designated by lower case letters in parentheses, e.g. "(a)."

(12) SUP means specific use permit.

(13) THIS DISTRICT means the entire planned development district created by Ordinance No. 20395, as amended.

(b) Unless otherwise stated, the definitions contained in Chapter 51A apply to this article. In the event of a conflict, this article controls.

(c) Unless otherwise stated, all references to code divisions or sections in this article refer to divisions or sections in Chapter 51A.

(d) The provisions of Section 51A-4.702, "Planned Development (PD) District Regulations," relating to site plans, conceptual plans, and development plans do not apply to this district.

(e) Section 51A-2.101, "Interpretations," applies to this article.

(f) The following rules apply in interpreting the use regulations in this article:

(1) The absence of a symbol appearing after a listed use means that the use is permitted by right.

(2) The symbol *[L]* appearing after a listed use means that the use is permitted by right as a limited use only.

(3) The symbol *[SUP]* appearing after a listed use means that the use is permitted by specific use permit only.

(4) The symbol *[DIR]* appearing after a listed use means that a site plan must be submitted and approved in accordance with the requirements of Section 51A-4.803. ("DIR" means "development impact review." For more information regarding development impact review generally, see Division 51A-4.800.)

(5) The symbol *[RAR]* appearing after a listed use means that, if the use has a residential adjacency as defined in Section 51A-4.803, a site plan must be submitted and approved in accordance with the requirements of that section. (RAR means residential adjacency review. For more information regarding residential adjacency review generally, see Division 51A-4.800.)

(g) For purposes of determining the applicability of regulations in this article and in Chapter 51A triggered by adjacency or proximity to another zoning district, and for purposes of interpreting the DIR and RAR requirements of Division 51A-4.800:

(1) this district and each subdistrict within this district except Subdistrict 1 is considered to be a "nonresidential zoning district"; and

(2) Subdistrict 1 is considered to be a residential district. (Ord. Nos. 20395; 24826; 24872; 25160; 29197)

SEC. 51P-317.103.1. EXHIBITS.

The following exhibits are incorporated into this article:

- (1) Exhibit 317A: property descriptions of the district and subdistricts.
- (2) Exhibit 317B: subdistrict map.
- (3) Exhibit 317C: site and landscape plan for the shelter property in Subdistrict 3.
- (4) Exhibit 317D: land use and development standards chart. (Ord. 29197)

SEC. 51P-317.104. ZONING CLASSIFICATION CHANGE AND DISTRICT IDENTIFICATION.

Chapters 51 and 51A are amended by changing the zoning classification on the property described in Exhibit A of Ordinance No. 20395 to Planned Development District No. 317, to be known as the Cedars Area Special Purpose District. (Ord. Nos. 20395; 24826)

SEC. 51P-317.105. CREATION OF SEPARATE SUBDISTRICTS.

This district is divided into **10 [nine]** subdistricts: 1, 2, 2A, **2B**, 3, 3A, 4A, 5, and 6. The boundaries of all subdistricts are verbally described in Exhibit 317A. A map showing the boundaries of the subdistricts is labeled Exhibit 317B. In the event of a conflict, the verbal descriptions in Exhibit 317A control over the graphic description in Exhibit 317B. (Ord. Nos. 24503; 24826; 24872; 25160; 27194; 27402; 29197)

SEC. 51P-317.106. PRESERVATION INCENTIVES.

(a) The provisions of Section 51A-4.501 relating to the transfer of development rights, the transfer process, and the historic landmark tax freeze apply to buildings in this district except as those provisions may be expressly modified in this article. (Note: The term "development rights" is defined in Section 51A-4.501.) If Section 51A-4.501 is amended in the future, such amendments shall apply in this district to the extent that they do not conflict with this article. In the event of a conflict, this article controls.

(b) Development rights in a building may be transferred if:

(1) the building is a designated historic landmark in this district;

(2) the building is a contributing structure listed in the National Register of Historic Places; and

(3) the building has been restored within the past five years, and the total value of the building improvements exceeds 50 percent of the assessed value of the structure immediately prior to the restoration.

(c) Development rights may only be transferred to building sites in Subdistricts 2, 2A, **2B**, 3, and 3A.

(d) The ability to transfer development rights does not authorize a setback violation on the building site to which the rights are transferred. The maximum floor area ratio of a building site may be increased by no more than 20 percent through the transfer of development rights, and the maximum structure height may not be increased. (Ord. Nos. 20395; 24826; 25160; 27402)

SEC. 51P-317.107. ADDITIONAL PROVISIONS.

The "additional provisions" in Division 51A-4.200 apply to all uses in this district. In addition, the following "additional provision" supplements and is cumulative of the "additional provisions" in that division applicable to the "Commercial radio or television transmitting station" use: A structure supporting antennae that transmit or receive any portion of the electromagnetic spectrum must not be visible from the street. (Ord. Nos. 20395; 24826)

SEC. 51P-317.108. UTILITY OR GOVERNMENT SERVICE CENTER.

(a) Definition. UTILITY OR GOVERNMENT SERVICE CENTER means a public or private facility for the storage of supplies, and the repair and maintenance of operational equipment.

(b) Required off-street parking. The off-street parking requirement for a utility or government service center is one space per 2,000 square feet of site area; a minimum of four spaces is required.

(c) Required off-street loading. The off-street loading requirement for a utility or government service center is as follows:

<u>SQUARE FEET OF FLOOR AREA IN STRUCTURE</u>	<u>TOTAL REQUIRED SPACES OR BERTHS</u>
0 to 50,000	1
50,000 to 100,000	2
Each additional 100,000 or fraction thereof	1 additional

(d) Additional provisions. The following additional provisions apply to a utility or government service center:

(1) The outside storage portion of this use must be screened by a solid visual screen of at least nine feet in height.

(2) Outside storage may not be stacked higher than nine feet.

(3) Paragraphs (1) and (2) and the area restrictions in Section 51A-4.217 do not apply to the outside storage of vehicles. (Ord. Nos. 20395; 24826)

SEC. 51P-317.109. GROUP HOME OR SHELTER PERMITTED, SUBJECT TO RESTRICTIONS, IN SUBDISTRICT 3.

(a) Subject to the restrictions in Subsection (c), a group home or shelter for indigent or abused persons is permitted on the property described in Subsection (b) ("the Shelter Property").

(b) The Shelter Property is described as follows, to wit:
 Being a tract of land located in Block 439, Official City Number, in the City of Dallas, Texas, being part of the John Neely Bryan Survey, Abstract 495, Dallas County, Texas, being the property conveyed to Pure Ice and Cold Storage Company by deeds recorded in Volume 65692, Page 264, Volume 65693, Page 16, and Volume 6577, Page 404 of the Deed Records of Dallas County, Texas, and being described more particularly as follows:

BEGINNING at the intersection of the southwest line of Griffin Street with the southeast line, as widened, of Cadiz Street, said beginning point being the east corner of the strip of land conveyed to the City of Dallas for widening Cadiz Street described in Volume 17, Page 311 of the Minutes of County Court No. 2 of Dallas County;

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Thence S 43°18' E along the southwest line of Griffin Street, a distance of 391.29 feet to a point at the east corner of said tract described in Volume 65717, Page 404;

Thence S 44°55'40" W along the southeast line of said tract, a distance of 91.87 feet to a point for corner on the northeasterly line of the 50.0 foot wide Gulf, Colorado & Santa Fe Railroad Right-of-Way;

Thence N 56°27' W along said Railroad Right-of-Way line, a distance of 399.94 feet to a point for corner on the southeast line of Cadiz Street at the south corner of said City of Dallas tract;

Thence N 45°14' E along the southeast line of Cadiz Street, a distance of 182.87 feet to the PLACE OF BEGINNING; and containing 53,776 square feet of land.

(c) The following restrictions apply to the group home or shelter use authorized under Subsection (a):

(1) Development on the Shelter Property must comply with the site and landscape plan (Exhibit 317C).

(2) The maximum number of overnight guests permitted on the Shelter Property is 500. Single-bed sleeping quarters must have a minimum usable floor area of 125 square feet. Sleeping quarters containing two or more beds must have a minimum usable floor area that is equal to or greater than 60 square feet times the number of beds in the room. This paragraph does not apply during extreme weather conditions. For purposes of this paragraph, the term "bed" means a piece of furniture, mat, cushion, or other device on or in which a person may lie and sleep; and the term "extreme weather conditions" means any day during which at any time the wind chill factor is 32 degrees Fahrenheit or less.

(3) No less than seven professionally-trained security guards must be on duty to secure the building and ground at all times.

(4) Ingress and egress to and from the facility through its main entrance is prohibited between the hours of 10:00 p.m. and 5:30 a.m. each day, and at least one professionally-trained security guard must be stationed at any other entrance to the facility used for ingress or egress during this time period.

(5) Required off-street parking is one space per 3,000 square feet of residential area, plus one space per 500 square feet of office area. If more than 10 off-street parking spaces are required for this use, handicapped parking must be provided pursuant to Section 51A-4.305.

(6) Required off-street loading must be provided as follows:

<u>SQUARE FEET OF FLOOR AREA IN STRUCTURE</u>	<u>TOTAL REQUIRED SPACES OR BERTHS</u>
0 to 50,000	NONE
50,000 to 150,000	1
Each additional 100,000 or fraction thereof	1 additional

(7) Landscaping must be provided on the Shelter Property as shown on the site and landscape plan. All landscaping must be installed within six months after the passage

of Ordinance No. 20822. All plant materials must be maintained in a healthy, growing condition at all times.

(8) Use of the Shelter Property must comply with all applicable federal and state laws and regulations, and with all applicable ordinances, rules, and regulations of the city. At least once every two years, the city staff shall:

(A) inspect the Shelter Property to confirm adherence to all applicable codes relating to operations; and

(B) ascertain general neighborhood conditions surrounding the Shelter Property, including housing conditions and crime statistics for the area. (Ord. Nos. 20822; 24826; 25160; 26102; 27133; 27573)

SEC. 51P-317.110. SEAFOOD PROCESSING FACILITY.

(a) Definition. SEAFOOD PROCESSING FACILITY means an industrial facility where the processing of edible fish, edible shellfish, and edible seafood related products, including but not limited to seafood salads and sauces, takes place wholly within an enclosed building. Notwithstanding anything contained herein to the contrary, the processing of beef, pork, and poultry is prohibited.

(b) Required off-street parking. The off-street parking requirement for a seafood processing facility is one space per 500 square feet of floor area. If more than 10 off-street parking spaces are required for this use, handicapped parking must be provided pursuant to Section 51A-4.305.

(c) Required off-street loading. The off-street loading requirement for a seafood processing facility is as follows:

<u>SQUARE FEET OF FLOOR AREA IN STRUCTURE</u>	<u>TOTAL REQUIRED SPACES OR BERTHS</u>
0 to 50,000	1
50,000 to 100,000	2
Each additional 100,000 or fraction thereof	1 additional

(Ord. Nos. 22003; 24826)

SEC. 51P-317.110.1. ART OR CRAFT PRODUCTION FACILITY.

(a) Definition. ART OR CRAFT PRODUCTION FACILITY means a facility for the production of handcrafted art or craft products on a small scale, involving processes including, but not limited to, kiln-firing, glass-blowing, welding, or woodworking. In order to qualify as an art or craft production facility, a facility must meet all of the following requirements:

- (1) It must have a floor area of 5,000 square feet or less.
- (2) It must limit the delivery and pick-up of materials to twice a week or less.

(3) It must not conduct business, including producing art or craft products, between 7:00 p.m. and 7:00 a.m.

(b) Required off-street parking. The off-street parking requirement for an art or craft production facility is one space per 1,000 square feet of floor area. If more than ten off-street parking spaces are required for this use, handicapped parking must be provided pursuant to Section 51A-4.305.

(c) Required off-street loading. The off-street loading requirement for an art or craft production facility is one space. (Ord. Nos. 24872; 26894; 27133)

SEC. 51P-317.110.2. COMMERCIAL ENGRAVING/ETCHING FACILITY.

(a) Definition. COMMERCIAL ENGRAVING/ETCHING FACILITY means a facility for making engraved, etched, or silk-screened items or laminating paper, plastic, or metal.

(b) Required off-street parking. The off-street parking requirement for a commercial engraving/etching facility is one space per 1,000 square feet of floor area. If more than ten off-street parking spaces are required for this use, handicapped parking must be provided pursuant to Section 51A-4.305.

(c) Required off-street loading. The off-street loading requirement for a commercial engraving/etching facility is one space.

(d) Floor area. Maximum floor area for a commercial engraving/etching facility is 45,000 square feet. The building containing the commercial engraving/etching facility use must be wholly enclosed. (Ord. 27402)

SEC. 51P-317.110.3. RECYCLING CENTER.

(a) Definition. RECYCLING CENTER means a facility wholly enclosed within a building used for the collection and temporary storage of recyclable materials.

(b) Receiving recyclable materials. The recycling center shall not purchase any recyclable materials from a person who does not deliver the recyclable materials to the recycling center in a motor vehicle or in a trailer attached to a motor vehicle.

(c) Required off-street parking. The minimum off-street parking requirement is one space per 1,000 square feet of floor area.

(d) Additional provisions:

(1) Mechanical processing of permitted recyclable materials is limited to crushing, bailing, and shredding.

(2) Materials stored at this use must be removed at least once a week or before reaching capacity. The facilities must be maintained in proper repair and the exterior must have a neat and clean appearance.

SUP. (3) The maximum floor area may be established in the ordinance granting the

(4) No more than one recycling use is permitted on a building site.

(5) This use must be located at least 1,000 feet from another recycling use. Measurements of distance under this paragraph are taken radially. "Radial" measurement means a measurement taken along the shortest distance between the nearest point of the building sites where recycling uses are located. This use is considered a recycling use for spacing requirements.

(6) The collection of hazardous waste, as defined in Section 51A-4.206(4)(A)(iii), is prohibited.

(7) An SUP for this use may not be granted for more than a two-year period.

SEC. 51P-317.111. USE REGULATIONS AND DEVELOPMENT STANDARDS.

The following use regulations and development standards apply in the various subdistricts and are summarized in the chart attached as Exhibit 317D. In the event of a conflict, the text in this section controls over the graphic representations and text in Exhibit 317D.

(a) Subdistrict 1 (Moderate Density Residential).

(1) Purpose. To encourage the development of a stable mix of low and moderate density residential land uses alone or in combination with limited office and retail land uses in areas that are isolated from heavy traffic routes; to encourage development patterns that support alternative modes of transportation; and to encourage the preservation of structures with historic value.

(2) Main uses permitted.

(A) Agricultural uses.

None permitted.

(B) Commercial and business service uses.

None permitted.

(C) Industrial uses.

-- Art or craft production facility.

-- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(D) Institutional and community service uses.

-- Child-care facility. *[SUP]*

-- Church.

-- College, university, or seminary. *[SUP]*

[SUP]

- Community service center. [SUP]
- Convalescent and nursing homes and related institutions.
- Convent or monastery.

(E) Lodging uses.

None permitted.

(F) Miscellaneous uses.

- Carnival or circus (temporary). [By special authorization of the building official.]
- Temporary construction or sales office.

(G) Office uses.

- Office. [L]

(H) Recreation uses.

- Private recreation center, club, or area. [SUP]
- Public park, playground, or golf course.

(I) Residential uses.

- Duplex.
- Handicapped group dwelling.
- Multifamily.
- Single family.

(J) Retail and personal service uses.

less. [L]

- Dry cleaning or laundry store. [L]
- General merchandise or food store 3,500 square feet or less. [L]
- Personal service uses. [L]

(K) Transportation uses.

- Transit passenger shelter.

(L) Utility and public service uses.

- Electrical substation. [SUP]
- Local utilities. [SUP or RAR may be required. See Section 51A-4.212(4).]
- Police or fire station. [SUP]
- Post office. [SUP]
- Utility or government installation other than listed. [SUP]

(M) Wholesale, distribution, and storage uses.

None permitted.

(3) Accessory uses. As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(A) The following accessory uses are not permitted in this subdistrict:

- Accessory helistop.
- Accessory medical/infectious waste incinerator.
- Accessory outside display of merchandise.
- Accessory outside sales.
- Accessory outside storage.
- Accessory pathological waste incinerator.
- Day home.
- General waste incinerator.
- Private stable.

SUP only: (B) In this subdistrict, the following accessory uses are permitted by

- Amateur communications tower.
- Pedestrian skybridges.

(4) Yard, lot, and space regulations.

(Note: The yard, lot, and space regulations in this paragraph must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this paragraph and Division 51A-4.400, Division 51A-4.400 controls.)

(A) Front yard. No minimum front yard.

(B) Side and rear yard. No side and rear yard is required; however, if a side or rear yard is provided, it must be a minimum of 10 feet.

(C) Dwelling unit density. Maximum dwelling unit density is 160 dwelling units per acre.

(D) Floor area ratio. Maximum floor area ratio is 2.0.

(E) Height. Maximum structure height is 90 feet.

(F) Lot coverage. Maximum lot coverage is 80 percent. Aboveground parking structures are included in the lot coverage calculations; surface parking lots and underground parking structures are not.

(G) Lot size. No minimum lot size.

(H) Stories. No maximum number of stories.

(5) Off-street parking and loading.

(A) In general. Except as provided in this article, consult the use regulations (Division 51A-4.200) for the specific off-street parking and loading requirements for each use. Consult the off-street parking and loading regulations (Division 51A-4.300 et seq.) for information regarding off-street parking and loading generally.

(B) Tandem parking. For single family, duplex, and multifamily uses, tandem parking is permitted.

(C) Multifamily. One off-street parking space per bedroom per dwelling unit is required; not less than one space or more than two spaces are required for each dwelling unit.

(D) On-street parking credit. Required parking for nonresidential and multifamily uses may be reduced by one space for every parking space in the street right-of-way abutting the use. To receive credit, parking spaces must be marked per city regulations and must be approved by the director of public works and transportation.

(i) An on-street parking space may not be used to reduce the required parking for more than one use (i.e. it cannot be counted more than once as a space for a use), except that an on-street parking space may be used to reduce the combined total parking requirement of a mixed-use project.

(ii) An on-street parking space that is not available to the public at all times of the day may only be counted as a partial parking space in proportion to the amount of time that it is available. For example, a parking space that is available to the public only eight hours per day will be counted as one-third of a parking space ($8 \div 24 = \text{one-third}$). The total of the limited availability parking spaces will be counted to the nearest whole number, with one-half counted as an additional space.

(iii) If the director of public works and transportation determines that on-street parking in the street right-of-way abutting the use, approved accordance with Paragraph (5)(D), has become a traffic hazard and prohibits the on-street parking, the on-street parking credit will be treated as a delta credit.

(E) Pedestrian amenities parking reduction.

(i) Parking for uses on a lot that are located within 1,500 feet of a Dallas Area Rapid Transit (DART) light rail station may be reduced by 40 percent if enhanced pedestrian amenities are provided.

(ii) To qualify,

(aa) the enhanced pedestrian amenities must be located within the pedestrian amenities area on the lot or on the parkway abutting the lot receiving the reduction, and

(bb) the enhanced sidewalk must provide the shortest walking pathway to the DART light rail station.

(iii) See Section 51P-317.112.1(c) for enhanced pedestrian amenities regulations.

(6) Environmental performance standards. See Article VI.

(7) Landscape regulations.

(A) In general. This subdistrict is exempt from compliance with Article X of Chapter 51A, except that Article X requirements for street trees, site trees, parking lot trees, parking lot screening, garbage storage screening, and off-street loading screening, apply in this subdistrict, as modified in this paragraph.

(B) Street trees. The city arborist recommends the following list of trees as being most suitable for planting in this subdistrict, and the city strongly encourages the use of these trees as street trees:

- (i) Bald cypress.
- (ii) Caddo maple.
- (iii) Cedar elm.
- (iv) Cercis canadensis, Redbud.
- (v) Cercis canadensis, Eastern redbud.
- (vi) Chilopsis linearis, Desert-willow.
- (vii) Chinquapin oak.
- (viii) Diospyros texana, Texas persimmon.
- (ix) Gleditsia triacanthos 'inermis', Thornless honeylocust.
- (x) Ilex decidua, Possumhaw.
- (xi) Ilex vomitoria, Yaupon holly.
- (xii) Lacebark elm.
- (xiii) Lagerstroemia indica, Crape myrtle.
- (xiv) Pistachia chinensis, Chinese pistachio.
- (xv) Prunus mexicana, Mexican plum.
- (xvi) Quercus virginiana 'Highrise', 'Highrise' live oak.
- (xvii) Sapindus drumondii, Western soapberry.

- (xviii) Sophora affinis, Eve's necklace.
- (xix) Sweetgum.
- (xx) Taxodium ascendens, Pond cypress.

It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating street trees in the parkway. For more information regarding the parkway landscape permit requirement, consult Section 51P-317.112 of this article.

(C) Maximum nonpermeable coverage of a lot is 85 percent.

(8) Additional provisions.

All lots must have a sidewalk along the street frontage with a minimum unobstructed width of six feet.

(b) Subdistricts 2, and 2A, and 2B (Moderate Density Mixed Use Corridors).

(1) Purpose. To encourage the development of moderate-density office, lodging, retail, and residential uses in compatible combinations along the main street corridors that serve the Cedars Area Special Purpose District; to encourage development that supports increased pedestrian and bicycle use; and to encourage the preservation of structures with historic value.

(2) Main uses permitted.

(A) Agricultural uses.

None permitted.

(B) Commercial and business service uses.

- Building repair and maintenance shop. [RAR]
- Catering service. [RAR]
- Custom business services. [RAR]
- Commercial engraving/etching facility. [Only in Subdistrict 2A by SUP. See Section 51P-317.110.2.]
- Custom woodworking, furniture construction, or repair.
- Electronics service center.
- Job or lithographic printing. [RAR]
- Medical or scientific laboratory. [RAR]
- Technical school. [RAR]

[RAR]

(C) Industrial uses.

- Alcoholic beverage manufacturing. [Only in Subdistrict 2B by SUP.]
- Art or craft production facility.

- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(D) Institutional and community service uses.

- Child-care facility.
- Church.
- College, university, or seminary.
- Community service center.
- Convalescent and nursing homes and related institutions.

- Convent or monastery.
- Foster home.
- Institution for special education.
- Library, art gallery, or museum.
- Public or private school.

[SUP]

(E) Lodging uses.

- Hotel or motel.
- Lodging or boarding house.

(F) Miscellaneous uses.

- Carnival or circus (temporary). *[By special authorization of the building official.]*
- Temporary construction or sales office.

(G) Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window. *[DIR]*
- Medical clinic or ambulatory surgical center.
- Office.

(H) Recreation uses.

- Private recreation center, club, or area.
- Public park, playground, or golf course.

(I) Residential uses.

- Duplex.
- Handicapped group dwelling.
- Multifamily.
- Single family.

(J) Retail and personal service uses.

- Animal shelter or clinic without outside run. *[RAR]*
- Auto service center. *[RAR]*
- Bar, lounge, or tavern. *[SUP]*

- Business school.
- Car wash. [RAR]
- Commercial amusement (inside). [SUP may be required. See Section 51A-4.210(b)(7)(B).]
- Commercial parking lot or garage. [RAR]
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less. [RAR]
- General merchandise or food store greater than 3,500 square feet. [RAR]
- Household equipment and appliance repair.
- **Microbrewery, microdistillery, and winery. [Only in Subdistrict 2B by SUP.]**
- Motor vehicle fueling station. [RAR]
- Nursery, garden shop, or plant sales.
- Personal service uses.
- Restaurant with drive-in or drive-through services. [DIR]
- Restaurant without drive-in or drive-through service. [RAR]
- Temporary retail use.
- Theater. [RAR]

(K) Transportation uses.

- Transit passenger shelter.

(L) Utility and public service uses.

- Electrical substation. [SUP]
- Local utilities. [SUP or RAR may be required. See Section 51A-4.212(4).]
- Police or fire station. [RAR]
- Post office. [RAR]
- Utility or government installation other than listed. [SUP]
- Utility or government service center. [See Section 51P-

317.108.]

(M) Wholesale, distribution, and storage uses.

- Mini-warehouse. [RAR]
- Office showroom/warehouse. [RAR]
- Recycling drop-off container. [See Section 51A-4.213(11.2).]
- Recycling drop-off for special occasion collection. [See Section 51A-4.213(11.3).]
- Warehouse. [RAR]

(3) Accessory uses. As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(A) The following accessory uses are not permitted in this subdistrict:

- Accessory helistop.
- Accessory medical/infectious waste incinerator.
- Accessory outside display of merchandise.
- Accessory outside sales.
- Accessory outside storage.
- Accessory pathological waste incinerator.
- Day home.
- General waste incinerator.
- Private stable.

only: (B) In this subdistrict, the following accessory use is permitted by SUP

- Pedestrian skybridges.

(4) Yard, lot, and space regulations.

(Note: The yard, lot, and space regulations in this paragraph must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this paragraph and Division 51A-4.400, Division 51A-4.400 controls.)

(A) Front yard.

- (i) No minimum front yard.
- (ii) If a structure is located on a lot having frontage on Akard Street, an additional 15-foot "urban form" front yard setback is required for that portion of the structure above 54 feet in height.

(B) Side and rear yard. No side and rear yard is required; however, if a side or rear yard is provided, it must be a minimum of 10 feet.

(C) Dwelling unit density. No maximum dwelling unit density.

(D) Floor area ratio.

(i) Maximum floor area ratio is 2.5 in a structure with 50 percent or more of its total floor area restricted to residential use and 50 percent or more of its ground floor area restricted to retail and personal services uses; and

- (ii) in all other cases, maximum floor area ratio is 2.0.

(E) Height. Maximum structure height is:

(i) 90 feet for a structure with at least 50 percent of its total floor area restricted to residential uses and 50 percent or more of its ground floor area restricted to retail and personal services uses; and

- (ii) 54 feet for all other structures.

(F) Lot coverage. Maximum lot coverage is 80 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(G) Lot size. No minimum lot size.

(H) Stories. No maximum number of stories.

(5) Off-street parking and loading.

(A) In general. Except as provided in this article, consult the use regulations (Division 51A-4.200) for the specific off-street parking and loading requirements for each use. Consult the off-street parking and loading regulations (Division 51A-4.300 et seq.) for information regarding off-street parking and loading generally.

(B) Tandem parking. For single family, duplex, and multifamily uses, tandem parking is permitted.

(C) Multifamily. One off-street parking space per bedroom per dwelling unit is required; not less than one space nor more than two spaces are required for each dwelling unit.

(D) On-street parking credit. Required parking for nonresidential and multifamily uses may be reduced by one space for every parking space in the street right-of-way abutting the use. To receive credit, parking spaces must be marked per city regulations and must be approved by the director of public works and transportation.

(i) An on-street parking space may not be used to reduce the required parking for more than one use (i.e. it cannot be counted more than once as a space for a use), except that an on-street parking space may be used to reduce the combined total parking requirement of a mixed-use project.

(ii) An on-street parking space that is not available to the public at all times of the day may only be counted as a partial parking space in proportion to the amount of time that it is available. For example, a parking space that is available to the public only eight hours per day will be counted as one-third of a parking space ($8 \div 24 = \text{one-third}$). The total of the limited availability parking spaces will be counted to the nearest whole number, with one-half counted as an additional space.

(iii) If the director of public works and transportation determines that on-street parking in the street right-of-way abutting the use, approved in accordance with Paragraph (5)(D), has become a traffic hazard and prohibits the on-street parking, the on-street parking credit will be treated as a delta credit.

(E) Pedestrian amenities parking reduction.

(i) Parking for uses on a lot that are located within 1,500 feet of a Dallas Area Rapid Transit (DART) light rail station may be reduced by 40 percent if enhanced pedestrian amenities are provided.

(ii) To qualify,

(aa) the enhanced pedestrian amenities must be located within the pedestrian amenities area on the lot or on the parkway abutting the lot receiving the reduction, and

(bb) the enhanced sidewalk must provide the shortest walking pathway to the DART light rail station.

(iii) See Section 51P-317.112.1(c) for enhanced pedestrian amenities regulations.

(F) Subdistrict 2B. The off-street parking requirement for a lot that contains a legacy building may be reduced by 20 percent if the following standards are met. This provision may not be combined with the pedestrian amenities parking reduction of Subparagraph (E).

(i) Additional landscaping including, but not limited to, site trees, street trees, and other plantings are provided that meet the spirit and intent of the landscaping regulations of subparagraph (B)(7):

(ii) Each street facing facade that is within 15 feet of a right-of-way or a future right-of-way has a minimum of 30 percent transparency as defined by Article XIII for the first 15 feet above the adjacent ground surface. If an existing legacy building facade has less than 30 percent transparency, that facade may be enhanced with murals, sculptures, or other art work for a minimum 50 percent of the facade; and

(iii) The site and is located within 1,500 feet of a Dallas Area Rapid Transit (DART) light rail station.

(6) Environmental performance standards. See Article VI.

(7) Landscape regulations.

(A) In general. This subdistrict is exempt from compliance with Article X of Chapter 51A, except that Article X requirements for street trees, site trees, parking lot trees, parking lot screening, garbage storage screening, and off-street loading screening, apply in this subdistrict, as modified in this paragraph.

(B) Street trees. The city arborist recommends the list of trees set forth in the street tree subparagraph of the landscaping regulations for Subdistrict 1 as being most suitable for planting in this subdistrict, and the city strongly encourages the use of these trees as street trees. It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating street trees in the parkway. For more information regarding the parkway landscape permit requirement, consult Section 51P-317.112 of this article.

(C) Nonpermeable coverage. Maximum nonpermeable coverage of a lot is 90 percent.

(D) Site trees.

(i) Alternate methods of compliance. The site tree requirements of Division 51A-10.125, "Mandatory Provisions," of Article X apply with the

following additional provisions. If a property owner in this subdistrict cannot plant all of the required site trees on the lot, the property owner may comply with one of the following two requirements for up to a maximum of 50 percent of the required site trees:

(aa) Plant the trees in the parkway along the frontage of the lot, in addition to required street trees, with the written permission of the building official.

(bb) Make a payment into the Cedars Open Space Fund.

(ii) Cedars open space fund. The department of development services shall administer a city account to be known as the Cedars Open Space Fund. Funds from the Cedars Open Space Fund must be used only for acquiring park and open-space property, and for the purchase, planting, and maintenance of landscaping on public property in Subdistrict 3A. The amount of the payment required for each site tree not planted is calculated by using the formula for appraising the value of a two-inch tree, as derived from the most recent edition of the Guide for Establishing Values of Trees and Other Plants published by the Council of Tree & Landscape Appraisers, unless another publication is designated by the building official, and adding the cost of planting and maintaining a two-inch tree for two years.

(8) Additional provisions.

(A) Screening from residential. Lots containing uses permitted with RAR must have solid screening on the sides of the property that have residential adjacency.

(B) Minimum sidewalk width. All lots must have a sidewalk along the street frontage with a minimum unobstructed width of six feet.

(C) Outside amplification in Subdistrict 2B. Outside amplification is limited to the hours of 8:00 a.m. to 10:00 p.m. Monday through Sunday.

(c) Subdistrict 3 (Freeway-oriented High Density Mixed Use).

(1) Purpose. To encourage high-density office, lodging, retail, and residential uses along the Interstate Highway 30 frontage, and to encourage development that takes advantage of the regional freeway access and the excellent downtown views while preserving these views for other subdistricts in the Cedars Area Special Purpose District.

(2) Main uses permitted.

(A) Agricultural uses.

None permitted.

(B) Commercial and business service uses.

- Building repair and maintenance shop.
- Custom business services.
- Custom woodworking, furniture construction, or repair.
- Electronics service center.
- Medical or scientific laboratory.

- Technical school.
- (C) Industrial uses.
 - Art or craft production facility.
 - Seafood processing plant. *[See Section 51P-317.110.]*
 - Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*
- (D) Institutional and community service uses.
 - Child-care facility.
 - Church.
 - College, university, or seminary.
 - Community service center.
 - Convalescent and nursing homes and related institutions.
 - Convent or monastery.
 - Foster home.
 - Group home or shelter for indigent or abused persons. *[This use is only allowed as specifically provided in Section 51P-317.109 of this article.]*
 - Hospital.
 - Library, art gallery, or museum.
 - Public or private school.
- (E) Lodging uses.
 - Hotel or motel.
 - Lodging or boarding house.
- (F) Miscellaneous uses.
 - Carnival or circus (temporary). *[By special authorization of the building official.]*
 - Temporary construction or sales office.
- (G) Office uses.
 - Financial institution without drive-in window.
 - Financial institution with drive-in window. *[DIR]*
 - Medical clinic or ambulatory surgical center.
 - Office.
- (H) Recreation uses.
 - Private recreation center, club, or area.
 - Public park, playground, or golf course.
- (I) Residential uses.
 - Multifamily.
- (J) Retail and personal service uses.

less.

4.213(11.2).]

- Animal shelter or clinic without outside run.
- Auto service center.
- Bar, lounge, or tavern.
- Business school.
- Car wash.
- Commercial amusement (inside). *[SUP may be required. See Section 51A-4.210(b)(7)(B).]*
- Commercial parking lot or garage.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Household equipment and appliance repair.
- Liquor store.
- Mortuary, funeral home, or commercial wedding chapel.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Personal service uses.
- Restaurant with drive-in or drive-through service. *[DIR]*
- Restaurant without drive-in or drive-through service.
- Temporary retail use.
- Theater.

(K) Transportation uses.

- Transit passenger shelter.

(L) Utility and public service uses.

- Commercial radio or TV transmitting station.
- Electrical substation. *[SUP]*
- Local utilities. *[SUP or RAR may be required. See Section 51A-4.212(4).]*
- Police or fire station.
- Post office.
- Tower/antenna for cellular communication. *[SUP. See Section 51A-4.212(10.1).]*
- Utility or government installation other than listed. *[SUP. See Section 51P-317.108.]*

(M) Wholesale, distribution, and storage uses.

- Mini-warehouse.
- Office showroom/warehouse.
- Recycling drop-off container. *[See Section 51A-4.213(11.2).]*
- Recycling drop-off for special occasion collection. *[See Section 51A-4.213(11.3).]*

(3) Accessory uses. As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

- (A) The following accessory uses are not permitted in this subdistrict:
- Accessory helistop.
 - Accessory outside sales.
 - Day home.
 - General waste incinerator.
 - Private stable.
- SUP only:
- (B) In this subdistrict, the following accessory uses are permitted by
- Pedestrian skybridges.
- accessory use:
- (C) In this subdistrict, an SUP may be required for the following
- Accessory medical waste/infectious waste incinerator. [See Section 51A-4.217(3.1).]

(4) Yard, lot, and space regulations.

(Note: The yard, lot, and space regulations in this paragraph must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this paragraph and Division 51A-4.400, Division 51A-4.400 controls.)

- (A) Front yard. No minimum front yard.
- (B) Side and rear yard. No side or rear yard is required; however, if a side or rear yard is provided, it must be a minimum of 10 feet.
- (C) Dwelling unit density. No maximum dwelling unit density.
- (D) Floor area ratio. Maximum floor area ratio is 4.0.
- (E) Height. Maximum structure height is 270 feet.
- (F) Lot coverage. Maximum lot coverage is 80 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.
- (G) Lot size. No minimum lot size.
- (H) Stories. No maximum number of stories.
- (5) Off-street parking and loading.

(A) In general. Except as provided in this article, consult the use regulations (Division 51A-4.200) for the specific off-street parking and loading requirements for each use. Consult the off-street parking and loading regulations (Divisions 51A-4.300 et seq.) for information regarding off-street parking and loading generally.

(B) Tandem parking. For multifamily uses, tandem parking is permitted.

(C) Multifamily. One off-street parking space per bedroom per dwelling unit is required; not less than one space or more than two spaces are required for each dwelling unit.

(D) On-street parking credit. Required parking for nonresidential and multifamily uses may be reduced by one space for every parking space in the street right-of-way abutting the use. To receive credit, parking spaces must be marked per city regulations and must be approved by the director of public works and transportation.

(i) An on-street parking space may not be used to reduce the required parking for more than one use (i.e. it cannot be counted more than once as a space for a use), except that an on-street parking space may be used to reduce the combined total parking requirement of a mixed-use project.

(ii) An on-street parking space that is not available to the public at all times of the day may only be counted as a partial parking space in proportion to the amount of time that it is available. For example, a parking space that is available to the public only eight hours per day will be counted as one-third of a parking space ($8 \div 24 = \text{one-third}$). The total of the limited availability parking spaces will be counted to the nearest whole number, with one-half counted as an additional space.

(iii) If the director of public works and transportation determines that on-street parking in the street right-of-way abutting the use, approved in accordance with Paragraph (5)(D), has become a traffic hazard and prohibits the on-street parking, the on-street parking credit will be treated as a delta credit.

(E) Pedestrian amenities parking reduction.

(i) Parking for uses on a lot that are located within 1,500 feet of a Dallas Area Rapid Transit (DART) light rail station may be reduced by 40 percent if enhanced pedestrian amenities are provided.

(ii) To qualify,

(aa) the enhanced pedestrian amenities must be located within the pedestrian amenities area on the lot or on the parkway abutting the lot receiving the reduction, and

(bb) the enhanced sidewalk must provide the shortest walking pathway to the DART light rail station.

(iii) See Section 51P-317.112.1(c) for enhanced pedestrian amenities regulations.

(6) Environmental performance standards. See Article VI.

(7) Landscape regulations.

(A) In general. This subdistrict is exempt from compliance with Article X of Chapter 51A, except for Article X requirements for street trees, site trees, parking lot trees, parking lot screening, garbage storage screening, and off-street loading screening, as modified in this paragraph.

(B) Street trees. The city arborist recommends the list of trees set forth in the street tree subparagraph of the landscaping regulations for Subdistrict 1 as being most suitable for planting in this subdistrict, and the city strongly encourages the use of these trees as street trees. It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating street trees in the parkway. For more information regarding the parkway landscape permit requirement, consult Section 51P-317.112 of this article.

(C) Nonpermeable coverage. Maximum nonpermeable coverage of a lot is 90 percent.

(8) Additional provisions. All lots must have a sidewalk along the street frontage with a minimum unobstructed width of six feet.

(d) Subdistrict 3A (Transit-oriented High Density Mixed Use).

(1) Purpose. To encourage high-density residential, retail, office, and lodging uses in compatible combinations within walking distance of DART light rail stations; and to encourage development that supports day and night-time activity, use of mass transit, increased pedestrian and bicycle use, and more efficient use of parking spaces.

(2) Main uses permitted.

(A) Agricultural uses.

None permitted.

(B) Commercial and business service uses.

- Building repair and maintenance shop.
- Custom business services.
- Custom woodworking, furniture construction, or repair.
- Electronics service center.
- Job or lithographic printing.
- Machinery, heavy equipment, or truck sales and services.
- Medical or scientific laboratory.
- Technical school.

(C) Industrial uses.

- Art or craft production facility.
- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(D) Institutional and community service uses.

- Child-care facility.
- Church.
- College, university, or seminary.
- Community service center.
- Convalescent and nursing homes and related institutions.
- Convent or monastery.
- Foster home.
- Hospital.
- Library, art gallery, or museum.
- Public or private school.

(E) Lodging uses.

- Hotel or motel.
- Lodging or boarding house.

(F) Miscellaneous uses.

- Carnival or circus (temporary). *[By special authorization of the building official.]*
- Temporary construction or sales office.

(G) Office uses.

- Financial institution without drive-in window.
- Medical clinic or ambulatory surgical center.
- Office.

(H) Recreation uses.

- Private recreation center, club, or area.
- Public park, playground, or golf course.

(I) Residential uses.

- Duplex.
- Handicapped group dwelling.
- Multifamily.
- Single family.

(J) Retail and personal service uses.

- Animal shelter or clinic without outside run.
- Auto service center.
- Bar, lounge, or tavern.
- Business school.

- Commercial amusement (inside).
- Commercial parking lot or garage.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store more than 3,500 square feet.
- Household equipment and appliance repair.
- Liquor store.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Personal service uses.
- Restaurant without drive-in or drive-through service.
- Temporary retail use.
- Theater.

(K) Transportation uses.

- Heliport.
- Helistop. [SUP]
- Railroad passenger station. [SUP]
- Transit passenger shelter.
- Transit passenger station or transfer center. [SUP]

(L) Utility and public service uses.

- Commercial radio or TV transmitting station.
- Electrical substation. [SUP]
- Local utilities. [SUP or RAR may be required. See Section 51A-4.212(4).]
- Police or fire station.
- Post office.
- Tower/antenna for cellular communication. [SUP. See Section 51A-4.212(10.1).]
- Utility or government installation other than listed.

(M) Wholesale, distribution, and storage uses.

- Mini-warehouse.
- Office showroom/warehouse.
- Recycling drop-off container. [See Section 51A-4.213(11.2).]
- Recycling drop-off for special occasion collection. [See Section 51A-4.213(11.3).]
- Warehouse.

(3) Accessory uses. As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

- (A) The following accessory uses are not permitted in this subdistrict:
- Accessory outside sales.
 - Accessory pathological waste incinerator.
 - Day home.
 - General waste incinerator.
 - Private stable.
- only:
- (B) In this subdistrict, the following accessory use is permitted by SUP
- Pedestrian skybridges.
- accessory use:
- (C) In this subdistrict, an SUP may be required for the following
- Accessory medical waste/infectious waste incinerator. [See Section 51A-4.217(3.1).]

(4) Yard, lot, and space regulations.

(Note: The yard, lot, and space regulations in this paragraph must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this paragraph and Division 51A-4.400, Division 51A-4.400 controls.)

- (A) Front yard. No minimum front yard.
- (B) Side and rear yard. No side or rear yard is required; however, if a side or rear yard is provided, it must be a minimum of 10 feet.
- (C) Dwelling unit density. No maximum dwelling unit density.
- (D) Floor area ratio. Maximum floor area ratio is:
- (i) 4.5 for a structure with at least 50 percent of its total floor area devoted to residential uses and 50 percent or more of the ground floor area is restricted to retail and personal services uses; and
 - (ii) 4.0 for all other structures.
- (E) Height. Maximum structure height is:
- (i) 270 feet for a structure where at least 50 percent of its total floor area devoted to residential uses and 50 percent or more of the ground floor area is restricted to retail and personal services uses; and
 - (ii) 90 feet for all other structures.
- (F) Lot coverage.
- (i) A lot in this subdistrict with frontage on Lamar Street or Bellview Street is permitted 100 percent lot coverage if the owner of the lot provides and

maintains enhanced pedestrian amenities in the enhanced pedestrian amenities area for that lot. See Section 51P-317.112.1(c) for enhanced pedestrian amenities regulations.

(ii) Maximum lot coverage is 80 percent in all other cases.

(iii) Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(G) Lot size. No minimum lot size.

(H) Stories. No maximum number of stories.

(5) Off-street parking and loading.

(A) In general. Except as provided in this article, consult the use regulations (Division 51A-4.200) for the specific off-street parking and loading requirements for each use. Consult the off-street parking and loading regulations (Divisions 51A-4.300 et seq.) for information regarding off-street parking and loading generally.

(B) Tandem parking. For single family, duplex, and multifamily uses, tandem parking is permitted.

(C) Multifamily. One off-street parking space per bedroom per dwelling unit is required; not less than one space or more than two spaces are required for each dwelling unit.

(D) On-street parking credit. Required parking for nonresidential and multifamily uses may be reduced by one space for every parking space in the street right-of-way abutting the use. To receive credit, parking spaces must be marked per city regulations and must be approved by the director of public works and transportation.

(i) An on-street parking space may not be used to reduce the required parking for more than one use (i.e. it cannot be counted more than once as a space for a use), except that an on-street parking space may be used to reduce the combined total parking requirement of a mixed-use project.

(ii) An on-street parking space that is not available to the public at all times of the day may only be counted as a partial parking space in proportion to the amount of time that it is available. For example, a parking space that is available to the public only eight hours per day will be counted as one-third of a parking space ($8 \div 24 = \text{one-third}$). The total of the limited availability parking spaces will be counted to the nearest whole number, with one-half counted as an additional space.

(iii) If the director of public works and transportation determines that on-street parking in the street right-of-way abutting the use, approved in accordance with Paragraph (5)(D), has become a traffic hazard and prohibits the on-street parking, the on-street parking credit will be treated as a delta credit.

(E) Pedestrian amenities parking reduction.

(i) Parking for uses on a lot that are located within 1,500 feet of a Dallas Area Rapid Transit (DART) light rail station may be reduced by 40 percent if enhanced pedestrian amenities are provided.

(ii) To qualify,

(aa) the enhanced pedestrian amenities must be located within the pedestrian amenities area on the lot or on the parkway abutting the lot receiving the reduction, and

(bb) the enhanced sidewalk must provide the shortest walking pathway to the DART light rail station.

(iii) See Section 51P-317.112.1(c) for enhanced pedestrian amenities regulations.

(F) Remote parking. Remote parking may be located within a maximum walking distance of 1,300 feet from the use served by the remote parking if there are enhanced pedestrian amenities in the enhanced pedestrian amenities area connecting the lot to the remote parking lot. See Section 51P-317.112.1(c) regarding enhanced pedestrian amenities.

(6) Environmental performance standards. See Article VI.

(7) Landscape regulations.

(A) In general. This subdistrict is exempt from compliance with Article X of Chapter 51A, except that Article X requirements for street trees, site trees, parking lot trees, parking lot screening, garbage storage screening, and off-street loading screening, apply in this subdistrict, as modified in this paragraph.

(B) Street trees. The city arborist recommends the list of trees set forth in the street tree subparagraph of the landscaping regulations for Subdistrict 1 as being most suitable for planting in this subdistrict, and the city strongly encourages the use of these trees as street trees. It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating street trees in the parkway. For more information regarding the parkway landscape permit requirement, consult Section 51P-317.112 of this article.

(C) Parking lot trees. A parking lot may not contain more than 60,000 square feet of paved area uninterrupted by a row or cluster of trees.

(D) Site trees.

(i) No site trees are required in this subdistrict for a lot with frontage on Lamar Street or Bellview Street if the lot has 100 percent lot coverage and the owner of the lot provides and maintains enhanced pedestrian amenities (see Section 51P-317.112.1(c)) along the frontage of the lot.

(ii) Alternate methods of compliance. In all other cases, the site tree requirements of Division 51A-10.125, "Mandatory Provisions," of Article X apply with the following additional provisions. If a property owner in this subdistrict cannot plant all of the required site trees on the lot, the property owner may comply with one of the following two requirements for up to a maximum of 50 percent of the required site trees:

(aa) Plant the trees in the parkway along the frontage of the lot, in addition to required street trees, with the written permission of the building official.

(bb) Make a payment into the Cedars Open Space Fund.

(iii) Cedars open space fund. The department of development services shall administer a city account to be known as the Cedars Open Space Fund. Funds from the Cedars Open Space Fund must be used only for acquiring park and open-space property, and for the purchase, planting, and maintenance of landscaping on public property in Subdistrict 3A. The amount of the payment required for each site tree not planted is calculated by using the formula for appraising the value of a two-inch tree, as derived from the most recent edition of the Guide for Establishing Values of Trees and Other Plants published by the Council of Tree & Landscape Appraisers, unless another publication is designated by the building official, and adding the cost of planting and maintaining a two-inch tree for two years.

(E) Nonpermeable coverage.

(i) A lot in this area with frontage on Lamar Street or Bellview Street may have a maximum of 100 percent nonpermeable coverage if the owner of the lot provides and maintains enhanced pedestrian amenities along the frontage of the lot. See Section 51P-317.112.1(c) regarding enhanced pedestrian amenities.

(ii) Maximum nonpermeable coverage of a lot is 90 percent in all other cases.

(8) Additional provisions.

Minimum sidewalk width.

(A) All lots with frontage on Lamar Street or Bellview Street must have a sidewalk along the Lamar Street or Bellview Street frontage with a minimum unobstructed width of seven and one-half feet.

(B) All other lots must have a sidewalk along the street frontage with a minimum unobstructed width of six feet.

(e) Subdistrict 4 (Warehouse/Residential Transition).

(1) Purpose. To accommodate warehouse and distribution, commercial and business service, retail, and multifamily residential uses; and to encourage transition to a loft-style mixed residential and commercial environment.

(2) Main uses permitted.

(A) Agricultural uses.

None permitted.

(B) Commercial and business service uses.

- Building repair and maintenance shop.
- Bus or rail transit vehicle maintenance or storage facility.
- Catering service.
- Custom business services.
- Custom woodworking, furniture construction, or repair.
- Electronics service center.
- Job or lithographic printing.
- Machine or welding shop.
- Machinery, heavy equipment, or truck sales and services.
- Medical or scientific laboratory.
- Technical school.
- Tool or equipment rental.
- Vehicle or engine repair or maintenance.

(C) Industrial uses.

317.110.5.]

- Art or craft production facility. *[See Section 51P-*
- Industrial (inside) light manufacturing.
- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(D) Institutional and community service uses.

- Cemetery or mausoleum. *[SUP]*
- Child-care facility.
- Church.
- Convent or monastery.
- Hospital.
- Public or private school. *[SUP]*

(E) Lodging uses.

- Hotel or motel.
- Lodging or boarding house.

(F) Miscellaneous uses.

- Carnival or circus (temporary). *[By special authorization of the building official.]*
- Temporary construction or sales office.

(G) Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window. *[DIR]*

- Medical clinic or ambulatory surgical center.
- Office.

(H) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(I) Residential uses.

- Multifamily.

(J) Retail and personal service uses.

- Ambulance service.
- Animal shelter or clinic without outside run.
- Auto service center.
- Bar, lounge, or tavern.
- Business school.
- Car wash.
- Commercial amusement (inside). *[SUP may be required. See Section 51A-4.210(b)(7)(B).]*
- Commercial parking lot or garage.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Home improvement center, lumber, brick, or building materials sales yard.
- Household equipment and appliance repair.
- Liquor store.
- Mortuary, funeral home, or commercial wedding chapel.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Personal service uses.
- Restaurant with drive-in or drive-through service. *[DIR]*
- Restaurant without drive-in or drive-through service.
- Temporary retail use.
- Theater.
- Vehicle display, sales, and service.

(K) Transportation uses.

- Commercial bus station and terminal.
- Heliport.
- Helistop. *[SUP]*
- Transit passenger shelter.

(L) Utility and public service uses.

- Commercial radio or television transmitting station.
- Electrical substation.
- Local utilities. *[SUP or RAR may be required. See Section 51A-4.212(4).]*
- Police or fire station.
- Post office.
- Radio, television, or microwave tower.
- Utility or government service center. *[See Section 51P-317.108.]*
- Utility or government installation other than listed. *[SUP]*

(M) Wholesale, distribution, and storage uses.

- Auto auction. *[SUP]*
- Contractor's maintenance yard.
- Mini-warehouse.
- Office showroom/warehouse.
- Outside storage (with visual screening).
- Recycling center. *[SUP. Subdistrict 4A only.]*
- Recycling collection center.
- Warehouse.

(3) Accessory uses. As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(A) The following accessory uses are not permitted in this subdistrict:

- Day home.
- Private stable.

SUP only: (B) In this subdistrict, the following accessory uses are permitted by

- Accessory helistop.
- Pedestrian skybridges.

accessory use: (C) In this subdistrict, an SUP may be required for the following

- Accessory medical waste/infectious waste incinerator. *[See Section 51A-4.217(3.1).]*

(4) Yard, lot, and space regulations.

(Note: The yard, lot, and space regulations in this paragraph must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this paragraph and Division 51A-4.400, Division 51A-4.400 controls.)

(A) Front yard. No minimum front yard.

(B) Side and rear yard. No side and rear yard is required; however, if a side or rear yard is provided, it must be a minimum of 10 feet.

(C) Dwelling unit density. No maximum dwelling unit density.

(D) Floor area ratio. Maximum floor area ratio is 1.0.

(E) Height. Maximum structure height is 70 feet.

(F) Lot coverage. Maximum lot coverage is 80 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(G) Lot size. No minimum lot size.

(H) Stories. No maximum number of stories.

(5) Off-street parking and loading.

(A) In general. Except as provided in this article, consult the use regulations (Division 51A-4.200) for the specific off-street parking and loading requirements for each use. Consult the off-street parking and loading regulations (Division 51A-4.300 et seq.) for information regarding off-street parking and loading generally.

(B) Tandem parking. For multifamily uses, tandem parking is permitted.

(C) Multifamily. One off-street parking space per bedroom per dwelling unit is required; not less than one space or more than two spaces are required for each dwelling unit.

(D) On-street parking credit. Required parking for nonresidential and multifamily uses may be reduced by one space for every parking space in the street right-of-way abutting the use. To receive credit, parking spaces must be marked per city regulations and must be approved by the director of public works and transportation.

(i) An on-street parking space may not be used to reduce the required parking for more than one use (i.e. it cannot be counted more than once as a space for a use), except that an on-street parking space may be used to reduce the combined total parking requirement of a mixed-use project.

(ii) An on-street parking space that is not available to the public at all times of the day may only be counted as a partial parking space in proportion to the amount of time that it is available. For example, a parking space that is available to the public only eight hours per day will be counted as one-third of a parking space ($8 \div 24 = \text{one-third}$). The total of the limited availability parking spaces will be counted to the nearest whole number, with one-half counted as an additional space.

(iii) If the director of public works and transportation determines that on-street parking in the street right-of-way abutting the use, approved in

accordance with Paragraph (5)(D), has become a traffic hazard and prohibits the on-street parking, the on-street parking credit will be treated as a delta credit.

(E) Pedestrian amenities parking reduction.

(i) Parking for uses on a lot that are located within 1,500 feet of a Dallas Area Rapid Transit (DART) light rail station may be reduced by 40 percent if enhanced pedestrian amenities are provided.

(ii) To qualify,

(aa) the enhanced pedestrian amenities must be located within the pedestrian amenities area on the lot or on the parkway abutting the lot receiving the reduction, and

(bb) the enhanced sidewalk must provide the shortest walking pathway to the DART light rail station.

(iii) See Section 51P-317.112.1(c) for enhanced pedestrian amenities regulations.

(6) Environmental performance standards. See Article VI.

(7) Landscape regulations. Landscaping must be provided on all property in accordance with Article X of Chapter 51A and this paragraph.

(A) Nonpermeable coverage. Maximum nonpermeable coverage of a lot is 85 percent.

(B) Street trees. The city arborist recommends the list of trees set forth in the street tree subparagraph of the landscaping regulations for Subdistrict 1 as being most suitable for planting in this subdistrict, and the city strongly encourages the use of these trees as street trees. It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating street trees in the parkway. For more information regarding the parkway landscape permit requirement, consult Section 51P-317.112 of this article.

(8) Additional provisions. All lots must have a sidewalk along the street frontage with a minimum unobstructed width of four feet.

(f) Subdistrict 5 (Industrial).

(1) Purpose. To consolidate and concentrate industrial, warehouse, distribution, and commercial business service land uses in a contiguous area; and to minimize negative impacts on residential areas.

(2) Main uses permitted.

(A) Agricultural uses.

None permitted.

(B) Commercial and business service uses.

- Building repair and maintenance shop.
- Bus or rail transit vehicle maintenance or storage facility.
- Catering service.
- Custom business services.
- Custom woodworking, furniture construction, or repair.
- Electronics service center.
- Job or lithographic printing.
- Labor hall.
- Machine or welding shop.
- Machinery, heavy equipment, or truck sales and services.
- Medical or scientific laboratory.
- Technical school.
- Tool or equipment rental.
- Vehicle or engine repair or maintenance.

(C) Industrial uses.

- 317.110.5.]
- Art or craft production facility. *[See Section 51P-*
 - Industrial (inside). *[If this use is potentially incompatible, it is permitted by SUP only. See Section 51A-4.203(a).]*
 - Industrial (inside) for light manufacturing.
 - Industrial (outside). *[Potentially incompatible uses are not permitted. See Section 51A-4.203(a).]*
 - Metal salvage facility. *[SUP]*
 - Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(D) Institutional and community service uses.

- Cemetery or mausoleum. *[SUP]*
- Child-care facility.
- Church.
- Hospital.
- Public or private school. *[SUP]*

(E) Lodging uses.

- Hotel or motel.
- Lodging or boarding house.

(F) Miscellaneous uses.

- Carnival or circus (temporary). *[By special authorization of the building official.]*
- Temporary construction or sales office.

(G) Office uses.

- Financial institution without drive-in window.

- Financial institution with drive-in window. *[DIR]*
- Medical clinic or ambulatory surgical center.
- Office.

(H) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(I) Residential uses.

None permitted.

(J) Retail and personal service uses.

- Auto service center.
- Bar, lounge, or tavern.
- Business school.
- Car wash.
- Commercial parking lot or garage.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Home improvement center, lumber, brick, or building materials sales yard.
- Household equipment and appliance repair.
- Liquor store.
- Mortuary, funeral home, or commercial wedding chapel.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Personal service uses.
- Restaurant with drive-in or drive-through service. *[DIR]*
- Restaurant without drive-in or drive-through service.
- Taxidermist.
- Temporary retail use.
- Theater.
- Vehicle display, sales, and service.

(K) Transportation uses.

- Commercial bus station and terminal.
- Heliport.
- Transit passenger shelter.

(L) Utility and public service uses.

- Commercial radio or television transmitting station.
- Electrical substation.

- 317.108.]
- Local utilities. [SUP or RAR may be required. See Section 51A-4.212(4).]
 - Police or fire station.
 - Post office.
 - Radio, television, or microwave tower.
 - Utility or government service center. [See Section 51P-
 - Utility or government installation other than listed. [SUP required.]

(M) Wholesale, distribution, and storage uses.

- Auto auction. [SUP]
- Contractor's maintenance yard.
- Freight terminal.
- Mini-warehouse.
- Office showroom/warehouse.
- Outside storage (with visual screening).
- Petroleum product storage and wholesale. [SUP]
- Recycling collection center.
- Trade center.
- Warehouse.

(3) Accessory uses. As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(A) The following accessory uses are not permitted in this subdistrict:

- Day home.
- Home occupation.
- Private stable.
- Swimming pool (private).

SUP only: (B) In this subdistrict, the following accessory uses are permitted by

- Accessory helistop.
- Pedestrian skybridges.

accessory use: (C) In this subdistrict, an SUP may be required for the following

- Accessory medical waste/infectious waste incinerator. [See Section 51A-4.217(3.1).]

(4) Yard, lot, and space regulations.

(Note: The yard, lot, and space regulations in this paragraph must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this paragraph and Division 51A-4.400, Division 51A-4.400 controls.)

- (A) Front yard. Minimum front yard is 15 feet.
 - (B) Side and rear yard. No side and rear yard is required; however, if a side or rear yard is provided, it must be a minimum of 10 feet.
 - (C) Dwelling unit density. No maximum dwelling unit density.
 - (D) Floor area ratio. Maximum floor area ratio is 1.0.
 - (E) Height. Maximum structure height is 70 feet.
 - (F) Lot coverage. Maximum lot coverage is 80 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.
 - (G) Lot size. No minimum lot size.
 - (H) Stories. No maximum number of stories.
- (5) Off-street parking and loading. Except as provided in this article, consult the use regulations (Division 51A-4.200) for the specific off-street parking and loading requirements for each use. Consult the off-street parking and loading regulations (Division 51A-4.300 et seq.) for information regarding off-street parking and loading generally.
- (6) Environmental performance standards. See Article VI.
- (7) Landscape regulations. Landscaping must be provided on all property in accordance with Article X of Chapter 51A and this paragraph.
- (A) Nonpermeable coverage. Maximum nonpermeable coverage of a lot is 85 percent.
 - (B) Street trees. The city arborist recommends the list of trees set forth in the street tree subparagraph of the landscaping regulations for Subdistrict 1 as being most suitable for planting in this subdistrict, and the city strongly encourages the use of these trees as street trees. It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating street trees in the parkway. For more information regarding the parkway landscape permit requirement, consult Section 51P-317.112 of this article.
- (8) Additional provisions. All lots must have a sidewalk along the street frontage with a minimum unobstructed width of four feet.
- (g) Subdistrict 6 (Old City Park Institutional).
- (1) Purpose. To encourage the preservation of open space and the development of compatible institutional, residential, and retail land uses; and to protect the city institution of Old City Park.
 - (2) Main uses permitted.

- (A) Agricultural uses.
 - Crop production.
- (B) Commercial and business service uses.
 - Custom woodworking, furniture construction, or repair.
 - Machine or welding shop.
- (C) Industrial uses.
 - Art or craft production facility.
 - Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*
- (D) Institutional and community service uses.
 - Church.
 - Community service center.
 - Library, art gallery, or museum.
 - Public or private school.
- (E) Lodging uses.
 - Hotel or motel.
 - Lodging or boarding house.
- (F) Miscellaneous uses.
 - Carnival or circus (temporary). *[By special authorization of the building official.]*
 - Temporary construction or sales office.
- (G) Office uses.
 - Office.
- (H) Recreation uses.
 - Public park, playground, or golf course.
- (I) Residential uses.

None permitted.
- (J) Retail and personal service uses.
 - Commercial amusement (inside). *[SUP may be required. See Section 51A-4.210(b)(7)(B).]*
 - Furniture store.
 - Nursery, garden shop, or plant sales.
 - Personal service uses.

- Restaurant without drive-in or drive-through service.
- Temporary retail use.
- Theater.

(K) Transportation uses.

- Transit passenger shelter.

(L) Utility and public service uses.

- Local utilities. *[SUP or RAR may be required. See Section 51A-4.212(4).]*
- Police or fire station.
- Post office.
- Utility or government installation other than listed. *[SUP]*

(M) Wholesale, distribution, and storage uses.

None permitted.

(3) Accessory uses. As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(A) The following accessory uses are not permitted in this subdistrict:

- Accessory helistop.
- Accessory medical/infectious waste incinerator
- Accessory outside sales.
- Accessory outside storage.
- Accessory pathological waste incinerator.
- Day home.
- Home occupation.
- Private stable.
- Swimming pool (private).

(B) In this subdistrict, the following accessory use is permitted by SUP only:

- Pedestrian skybridges.

(4) Yard, lot, and space regulations.

(Note: The yard, lot, and space regulations in this paragraph must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this paragraph and Division 51A-4.400, Division 51A-4.400 controls.)

(A) Front yard. Minimum front yard is 15 feet.

(B) Side and rear yard. No side and rear yard is required; however, if a side or rear yard is provided, it must be a minimum of 10 feet.

- (C) Dwelling unit density. No maximum dwelling unit density.
 - (D) Floor area ratio. Maximum floor area ratio is 0.5.
 - (E) Height. Maximum structure height is 70 feet.
 - (F) Lot coverage. Maximum lot coverage is 80 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.
 - (G) Lot size. No minimum lot size.
 - (H) Stories. No maximum number of stories.
- (5) Off-street parking and loading. Except as provided in this article, consult the use regulations (Division 51A-4.200) for the specific off-street parking and loading requirements for each use. Consult the off-street parking and loading regulations (Divisions 51A-4.300 et seq.) for information regarding off-street parking and loading generally.
- (6) Environmental performance standards. See Article VI.
- (7) Landscape regulations. Landscaping must be provided on all property in accordance with Article X of Chapter 51A and this paragraph.
- (A) Nonpermeable coverage. Maximum nonpermeable coverage of a lot is 85 percent.
- (B) Street trees. The city arborist recommends the list of trees set forth in the street tree subparagraph of the landscaping regulations for Subdistrict 1 as being most suitable for planting in this subdistrict, and the city strongly encourages the use of these trees as street trees. It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating street trees in the parkway. For more information regarding the parkway landscape permit requirement, consult Section 51P-317.112 of this article.
- (8) Additional provisions. All lots must have a sidewalk along the street frontage with a minimum unobstructed width of six feet. (Ord. Nos. 20395; 20822; 22003; 23144; 23921; 24014; 24017; 24430; 24503; 24826; 24872; 25160; 26102; 27133; 27402; 27573; 29197)

SEC. 51P-317.112. LANDSCAPING IN THE PARKWAY.

- (a) Private license granted.

(1) The city council hereby grants a revocable, non-exclusive license to the owners, or with the written consent of the owner, to the tenants (“property owner”) of all property in this district for the exclusive purpose of authorizing compliance with the parkway landscaping requirements of this article. A property owner is not required to pay an initial or annual fee for this license, although a fee may be charged for issuance of a parkway landscape permit in accordance with the Dallas Building Code, or Subsection (b) of this section. This private license

shall not terminate at the end of any specific time period, however, the city council reserves and has the absolute right to terminate this license at will, by resolution passed by the city council, any time such termination becomes necessary. The determination by the city of the necessity for such termination shall be final and binding and the city shall become entitled to possession of the premises without giving any notice and without the necessity of legal proceedings to obtain possession whenever in its judgment the purpose or use of this license is inconsistent with the public use of the right-of-way or when the purpose or use of this license is likely to become a nuisance or a public safety issue. Upon termination of the license by the director, each property owner shall remove all improvements and installations in the public rights-of-way in a manner satisfactory to the director of public works and transportation.

(2) A property owner is not required to comply with any landscaping requirement if compliance is made impossible due to the property management director's revocation of a landscape permit or the revocation of the license granted herein affecting landscaping.

(3) Upon the installation of landscaping in the public rights-of-way, the property owner shall procure, pay for and keep in full force and effect commercial general liability insurance coverage with an insurance company authorized to do business in the State of Texas and otherwise acceptable to the city, covering, but not limited to, the liability assumed under the license granted herein, with combined single limits of liability for bodily injury and property damage of not less than \$1,000,000 for each occurrence, \$2,000,000 annual aggregate. Coverage under this liability policy shall be on an "occurrence" basis and the city shall be named as additional insured. Proof of such insurance shall be sent to: Office of Risk Management, City of Dallas, 1500 Marilla, 1/C/North, Dallas, Texas 75201 and the policy shall provide for 30 days prior written notice to the Office of Risk Management of cancellation, expiration, non-renewal or material change in coverage. All subrogation rights for loss or damage against the city are hereby waived to the extent same are covered by this liability insurance policy.

(4) Each property owner shall be responsible for maintaining the landscaping in good repair and condition and to keep the premises safe and from deteriorating in value or condition, at no expense to the city, and the city shall be absolutely exempt from any requirements to make repairs or to maintain the landscaping. The granting of a license for landscaping under this section does not release the property owner from liability in the installation or maintenance of trees or landscaping in the public right-of-way.

(b) Parkway landscape permit.

(1) It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating trees or other amenities in the parkway. An application for a parkway landscape permit must be made to the director of public works and transportation before an application for a building permit is made for work on the lot. The application must be in writing on a form approved by the director and accompanied by plans or drawings showing the area of the parkway affected and the planting or other amenities proposed.

(2) Upon receipt of the application and any required fees, the director shall circulate it to all affected city departments and utilities for review and comment. If, after receiving comments from affected city departments and utilities, the director determines that the construction and planting or other amenities proposed will not be inconsistent with and will not

unreasonably impair the public use of the right-of-way, the director shall issue a parkway landscape permit to the property owner; otherwise, the director shall deny the permit.

(3) A property owner is not required to comply with any parkway landscaping requirement of this article if compliance is made impossible due to the director's denial of a parkway landscape permit.

(4) A parkway landscape permit issued by the director is subject to immediate revocation upon written notice if at any time the director determines that the use of the parkway authorized by the permit is inconsistent with or unreasonably impairs the public use of the right-of-way. The property owner is not required to comply with any parkway landscaping requirement of this section if compliance is made impossible due to the director's revocation of a parkway landscape permit.

(5) The issuance of a parkway landscape permit under this section does not excuse the property owner, his agents, or employees from liability in the installation or maintenance of trees or other amenities in the public right-of-way. (Ord. Nos. 20395; 24826; 24872; 25160)

SEC. 51P-317.112.1. PEDESTRIAN AMENITIES IN THE PARKWAY.

(a) Private license granted.

(1) The city council hereby grants a revocable, non-exclusive license to the owners, or with the written consent of the owners, to the tenants ("property owner") of all parkway property in Subdistrict 1, 2, 3, 3A, and 4 (the "premises") for the exclusive purpose of authorizing compliance with the enhanced pedestrian amenities provisions of this article. A property owner is not required to pay an initial or annual fee for this license, although a fee may be charged for issuance of a parkway amenities permit in accordance with the Dallas Building Code, or Subsection (b) of this section. This private license shall not terminate at the end of any specific time period, however, the city council reserves and has the absolute right to terminate this license at will, by resolution passed by the city council, any time such termination becomes necessary. The determination by the city of the necessity for such termination shall be final and binding and the city shall become entitled to possession of the premises without giving any notice and without the necessity of legal proceedings to obtain possession whenever in its judgment the purpose or use of this license is inconsistent with the public use of the right-of-way or when the purpose or use of this license is likely to become a nuisance or a public safety issue. Upon termination of the license by the director, each property owner shall remove all improvements and installations in the public rights-of-way in a manner satisfactory to the director of public works and transportation.

(2) A property owner is not required to comply with any enhanced pedestrian amenities requirement if compliance is made impossible due to the property management director's revocation of a parkway amenities permit or the revocation of the license granted herein affecting enhanced pedestrian amenities.

(3) Upon the installation of enhanced pedestrian amenities in the parkway, the property owner shall procure, pay for and keep in full force and effect commercial general liability insurance coverage with an insurance company authorized to do business in the State of

Texas and otherwise acceptable to the city, covering, but not limited to, the liability assumed under the license granted herein, with combined single limits of liability for bodily injury and property damage of not less than \$1,000,000 for each occurrence, with a \$2,000,000 annual aggregate. Coverage under this liability policy shall be on an "occurrence" basis and the city shall be named as additional insured. Proof of such insurance shall be sent to: Office of Risk Management, City of Dallas, 1500 Marilla, 1/C/North, Dallas, Texas 75201 and the policy shall provide for 30 days prior written notice to the office of risk management of cancellation, expiration, non-renewal or material change in coverage. All subrogation rights for loss or damage against the city are waived to the extent same are covered by the liability insurance policy.

(4) Each property owner shall be responsible for maintaining the enhanced pedestrian amenities in good repair and condition and to keep the premises safe and from deteriorating in value or condition, at no expense to the city, and the city shall be absolutely exempt from any requirements to make repairs or to maintain the enhanced pedestrian amenities. The granting of a license for enhanced pedestrian amenities under this section does not release the property owner from liability in the installation or maintenance of trees, landscaping, and enhanced pedestrian amenities in the parkway.

(b) Parkway pedestrian amenities permit.

(1) It is the responsibility of the property owner to apply for and obtain a parkway pedestrian amenities permit before locating trees or other amenities in the parkway. An application for a parkway pedestrian amenities permit must be made to the director of public works and transportation before an application for a building permit is made for work on the lot. The application must be in writing on a form approved by the director and accompanied by plans or drawings showing the area of the parkway affected and the planting or other amenities proposed.

(2) Upon receipt of the application and any required fees, the director shall circulate it to all affected city departments and utilities for review and comment. If, after receiving comments from affected city departments and utilities, the director determines that the construction and planting or other amenities proposed will not be inconsistent with and will not unreasonably impair the public use of the right-of-way, the director shall issue a parkway pedestrian amenities permit to the property owner; otherwise, the director shall deny the permit.

(3) A parkway pedestrian amenities permit issued by the director is subject to immediate revocation upon written notice if at any time the director determines that the use of the parkway authorized by the permit is inconsistent with or unreasonably impairs the public use of the right-of-way.

(4) A property owner is not required to comply with any enhanced pedestrian amenities requirement of this section if compliance is made impossible due to the director's denial or revocation of a parkway pedestrian amenities permit.

(5) The issuance of a parkway pedestrian amenities permit under this section does not excuse the property owner, his agents, or employees from liability in the installation or maintenance of trees or other amenities in the public right-of-way.

(c) Enhanced pedestrian amenities. Enhanced pedestrian amenities refer to a higher standard of improvements in the enhanced pedestrian amenities area, aimed at increasing the attractiveness of the street for pedestrians. These amenities may be provided by

property owners in order to take advantage of such incentives as increased ground coverage, reduced parking requirements, increased remote parking distance, and exemption from minimum permeable surface and site tree requirements.

(1) An enhanced pedestrian amenities area may not extend more than 30 feet from the curb, and must be accessible to the public at all times.

(2) To qualify, enhanced pedestrian amenities must be located on the lot or in the parkway abutting the lot receiving amenities credit.

(3) The following minimum amenity standards must be provided in order to qualify for the enhanced pedestrian amenity incentives provided in this article:

(A) Street trees. A minimum of one street tree per 25 feet of frontage in the pedestrian amenities area.

(B) Enhanced sidewalks.

(i) Enhanced sidewalks must be located within the pedestrian amenities area. (See Section 51P-317.111 for minimum unobstructed sidewalk requirements for each subdistrict.)

(ii) For lots fronting on Akard Street, Belleview Street, East Griffin Street, West Griffin Street, and Lamar Street, a minimum sidewalk width of 10 feet must be provided.

(iii) For lots fronting on all other streets, a minimum sidewalk width of eight feet must be provided.

(iv) For lots with structure constructed before March 27, 2002 (effective date of Ordinance No. 24872 that established the pedestrian amenities regulations), if the building official determines that a structure's location makes the required minimum sidewalk width regulations unenforceable,

(aa) a minimum sidewalk width of six feet must be provided if the sidewalk is abutting an existing curb, or

(bb) a minimum sidewalk width of five feet must be provided if the sidewalk is not abutting the existing curb.

(C) Canopies and awnings. A minimum of 20 percent of the street facing facade width.

(3) The following optional amenities are encouraged and may be provided in addition to the minimum requirements specified above. These optional amenities are considered to be enhanced pedestrian amenities for the purpose of Subsections 51P-317.112.1(a) and (b), and are subject to the conditions in Paragraph 51P-317.112.1(c)(4):

(A) Flag poles.

(B) Public art.

- (C) Tree or shrub planters.
- (D) Water fountains.
- (E) Newspaper racks.
- (F) Pedestrian street lamps. A minimum of one per 50 feet of frontage in the pedestrian amenities area.
- (G) Bicycle parking racks. A minimum of 5 bicycle parking spaces per 100 foot of frontage in the pedestrian amenities area.
- (H) Benches. A minimum of one per 100 feet of frontage in the pedestrian amenities area.
- (I) Trash receptacles. A minimum of one per 100 feet of frontage in the pedestrian amenities area.

(4) The following conditions must be met for provision of enhanced pedestrian amenities:

- (A) All amenities must be placed in a manner that does not impede the movements of pedestrians on the sidewalk and automobiles on the street.
- (B) All amenities must be placed in a manner that does not obstruct visibility triangles at street intersections. (Ord. Nos. 24872; 25160; 27133; 27322)

SEC. 51P-317.113. NONCONFORMING USES AND STRUCTURES.

(a) The provisions of Section 51A-4.704 relating to nonconforming uses and structures apply to all uses and structures in this district, except as provided in this section.

(b) The right to operate a nonconforming use in this district shall automatically terminate on January 21, 2013, or ten years after the date the use became nonconforming, whichever is later.

(c) An owner of a nonconforming use in this district may request an extension of the compliance deadline in Subsection (b) by filing an application with the director on a form provided by the city for that purpose. The application must be filed at least 180 days before the deadline in Subsection (b). If a fee is required, the application shall not be considered filed until the fee is paid. Failure to timely file a complete application for extension shall constitute a waiver of the right to contest the reasonableness of the deadline in Subsection (b).

(d) Upon the filing of a complete application for extension, the board shall, in accordance with the law, determine whether it is necessary to extend the compliance deadline for the nonconforming use. The board shall consider the factors listed in Section 51A-4.704(a)(1)(D) in determining whether to grant the request for extension.

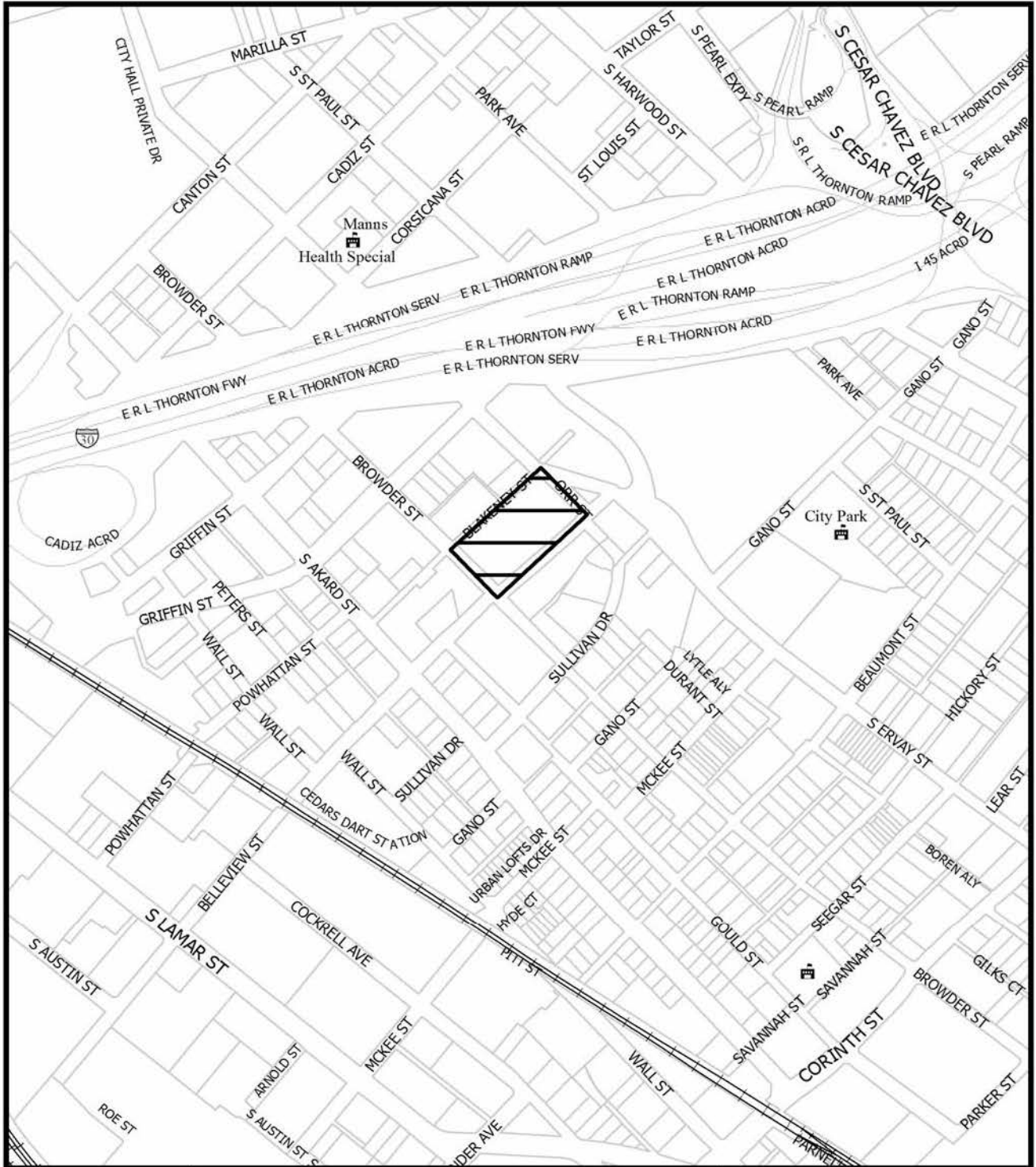
(e) If, based on evidence presented at the public hearing, the board finds that additional time is needed to recoup the owner's actual investment in the use before the use became nonconforming, the board shall grant the request for extension and establish a new

Z156-127(SM)

compliance deadline consistent with its determination of a reasonable amortization period; otherwise, the board shall deny the request. If the board denies the request, the right to operate the nonconforming use shall automatically terminate on the deadline in Subsection (b), or 30 days after the date of the board's decision to deny, whichever is later. (Ord. Nos. 20395; 24826; 24872; 25160)

SEC. 51P-317.114. CERTIFICATE OF OCCUPANCY CONDITIONED ON COMPLIANCE.

The building official shall not issue a certificate of occupancy for a use on the Property until there has been full compliance with this article and with the construction codes and all other applicable ordinances, rules, and regulations of the city. (Ord. Nos. 20395; 24826; 26102)

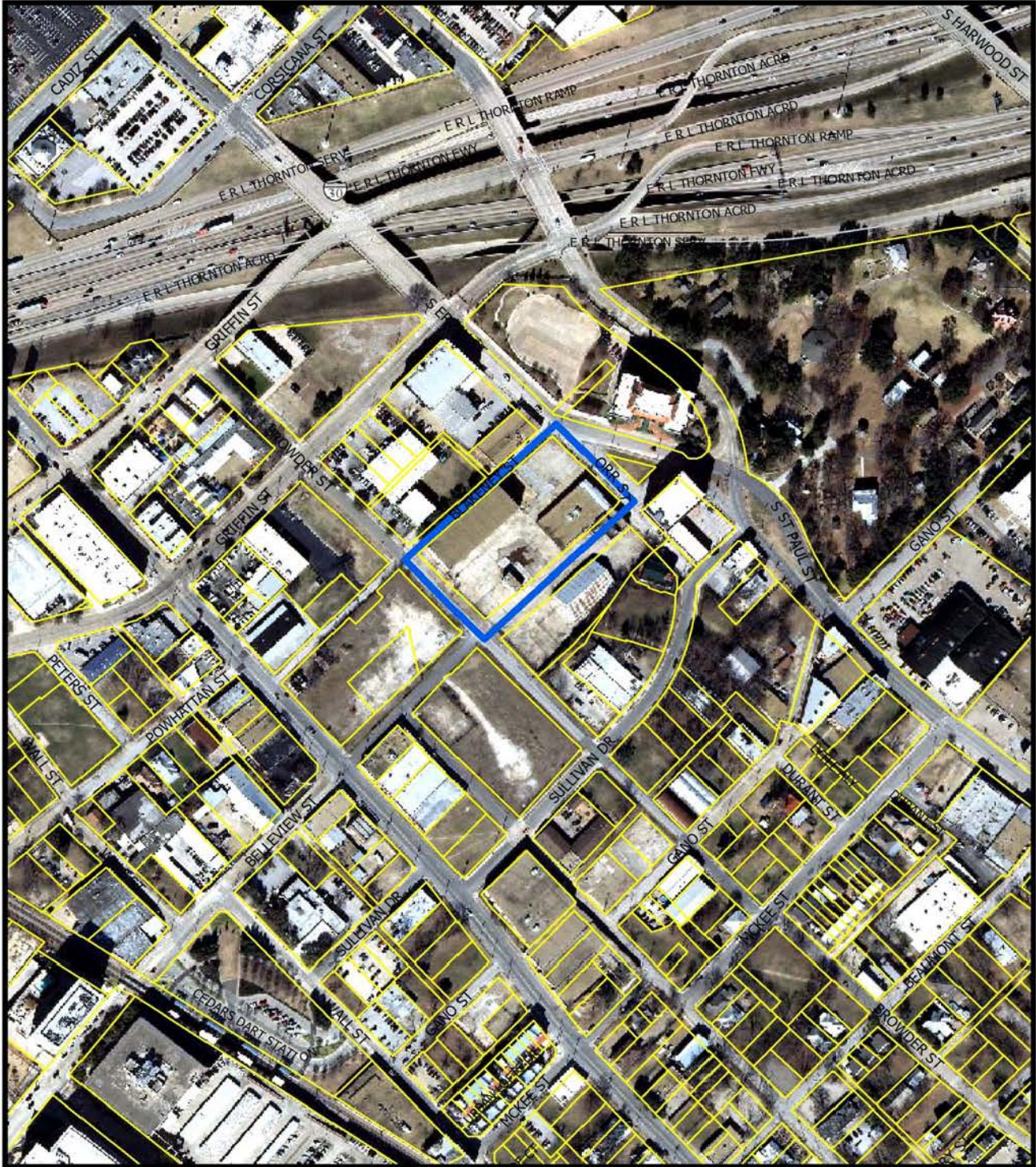


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VICINITY MAP

Case no: Z156-127

Date: 1/6/2016

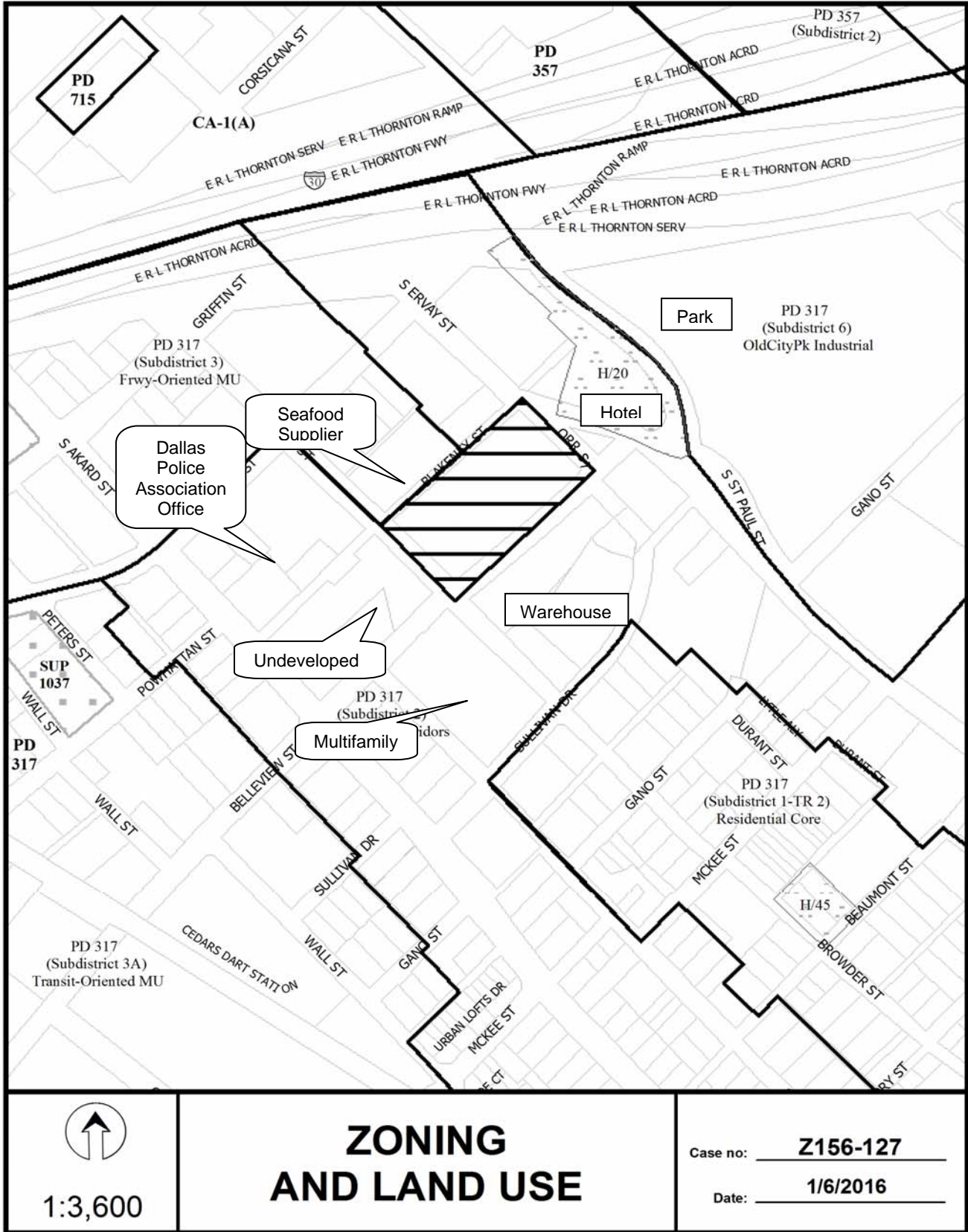


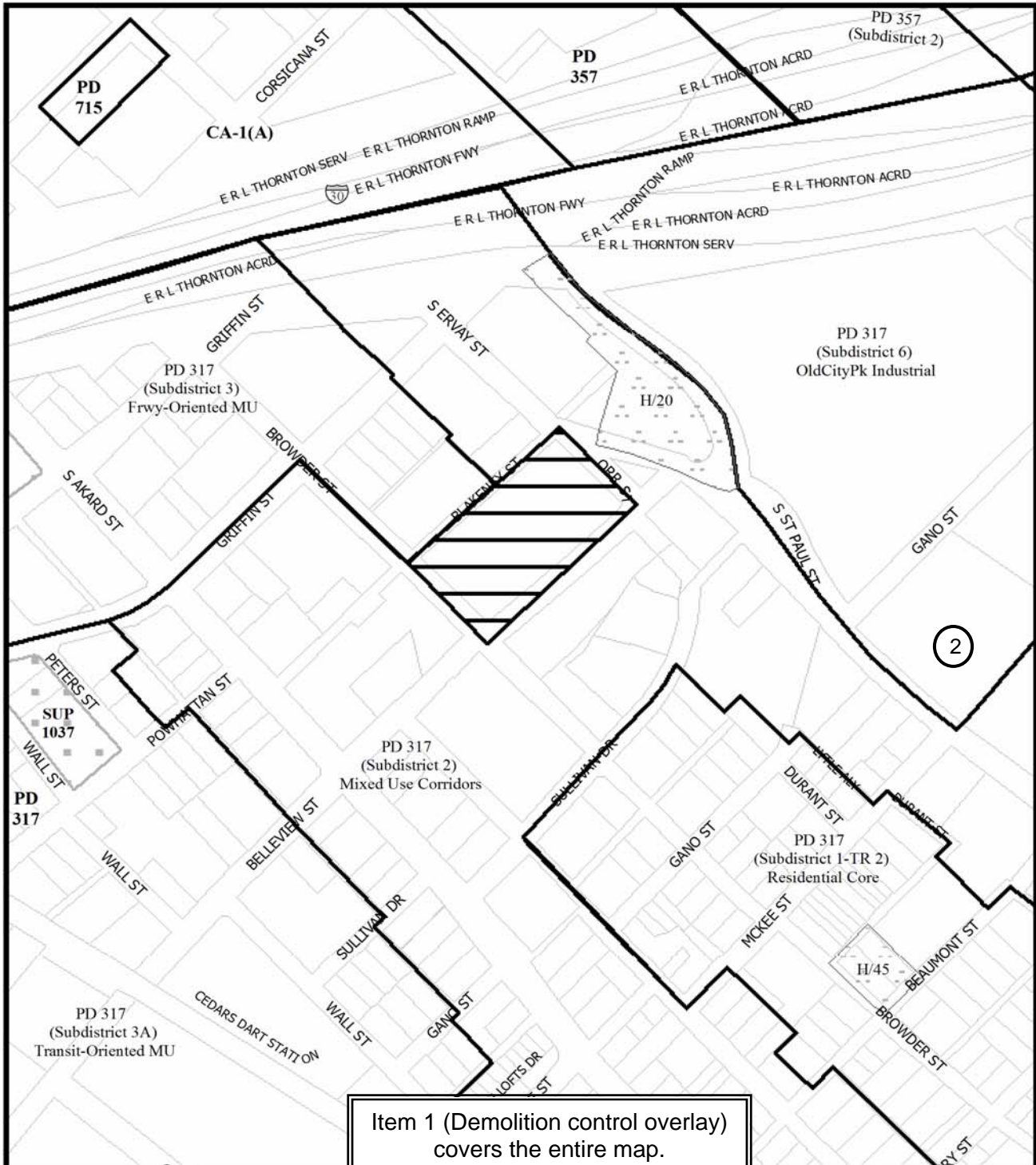
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AERIAL MAP

Case no: Z156-127

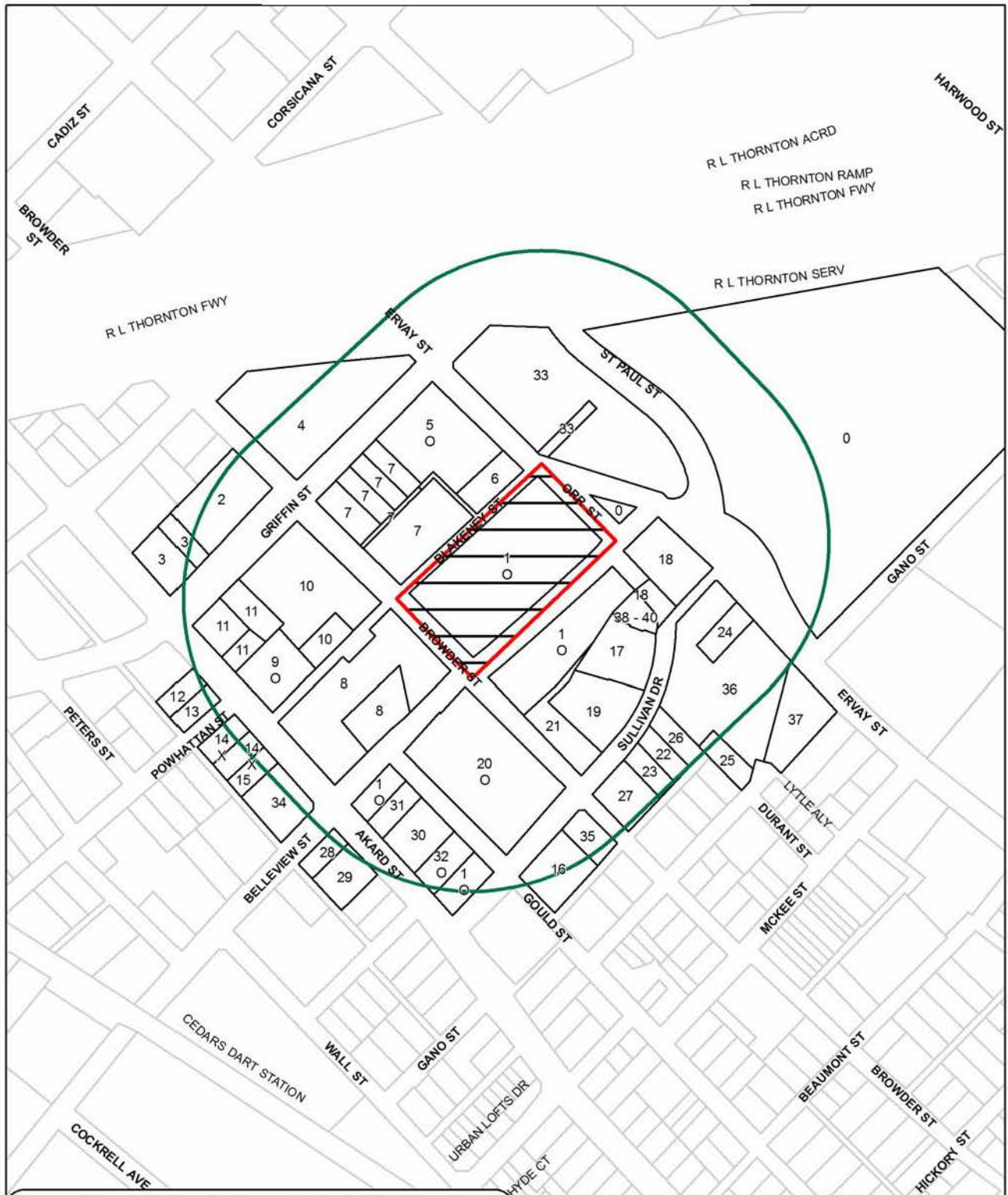
Date: 1/6/2016





 1:3,600	<h1>ZONING HISTORY</h1>	Case no: <u> Z156-127 </u> Date: <u> 1/6/2016 </u>
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CPC Responses



<u>40</u>	Property Owners Notified (56 parcels)
<u>5</u>	Replies in Favor (8 parcels)
<u>1</u>	Replies in Opposition (2 parcels)
<u>500'</u>	Area of Notification
<u>3/3/2016</u>	Date

Z156-127
CPC



1:3,600

03/02/2016

Reply List of Property Owners***Z156-127******40 Property Owners Notified******5 Property Owners in Favor******1 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	1311 S ERVAY ST	MATTHEWS CCH PARTNERS LP
	2	1409 E GRIFFIN ST	CAUDILL DOUG
	3	1407 N GRIFFIN ST	COOK PAUL D
	4	1506 N GRIFFIN ST	TCH BROWDER ST LLC &
O	5	1201 S ERVAY ST	BOWDON FAMILY FOUNDATION THE
	6	1219 S ERVAY ST	BAKER JAY E II
	7	1220 BROWDER ST	SEAFOOD SUPPLY CO INC
	8	1300 S AKARD ST	DALLAS POLICE ASSOCIATION
O	9	1214 S AKARD ST	CRABTREE DONALD H
	10	12 BLAKENEY ST	DALLAS POLICE ASSOC
	11	1200 S AKARD ST	KORDI MORTEZA ET AL
	12	1209 S AKARD ST	FREEMAN WANDA
	13	1213 S AKARD ST	STANLEY RON
X	14	1301 S AKARD ST	RIGGS CHILDRENS 1999 TR
	15	1311 S AKARD ST	CURTIN RICHARD D
	16	1400 SULLIVAN DR	BLUESKY STUDIOS LLC
	17	1525 SULLIVAN DR	HILL CARL
	18	1401 S ERVAY ST	GULF CONE LOFTS LP
	19	1507 SULLIVAN DR	HILL CARL L
O	20	1400 BELLEVIEW ST	1400 BELLEVIEW LP
	21	1501 SULLIVAN DR	PARK PLACE DEVELOPMENT CO
	22	1512 SULLIVAN DR	LEONG HERBERT & EDNA TR
	23	1508 SULLIVAN DR	BENNETT ANDREW JOSEPH
	24	1507 S ERVAY ST	I L & K L INC
	25	1521 GANO ST	NORTH CEDARS THIRTY LLC
	26	1514 SULLIVAN DR	LOPEZ DOMINGO & MIGUEL

03/02/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	1500 SULLIVAN DR	LEBROM PPTIES LLC
	28	1401 S AKARD ST	DODD EDUC & SUPPORT INC
	29	1407 S AKARD ST	HICKS BRAD
	30	1408 S AKARD ST	RIDGE NANCY LLC
	31	1404 S AKARD ST	CHRYSLER S A
O	32	1418 S AKARD ST	MATTHEWS CCH PARTNERS LP
	33	1312 S ERVAY ST	AMBASSADOR HOTEL PARTNERS LP
	34	1315 S AKARD ST	THOMAS CLIFTON WADE
	35	1412 SULLIVAN DR	HAU HA & HUYNH
	36	1601 S ERVAY ST	NORTH CEDARS THIRTY LLC
	37	1601 S ERVAY ST	NORTH CEDARS THIRTY LLC
	38	1529 SULLIVAN ST	CAUDILL DOUGLAS W &
	39	1529 SULLIVAN ST	CHESTNUT ROBERT
	40	1529 SULLIVAN ST	LJUNGAR KENNETH R

AGENDA ITEM # 68

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 5
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 59 A

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 2059 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the northwest corner of Bruton Road and North Prairie Creek Road
Recommendation of Staff and CPC: Approval for a two-year period, subject to conditions
Z156-136(OTH)

FILE NUMBER: Z156-136(OTH)

DATE FILED: November 20, 2015

LOCATION: Northwest corner of Bruton Road and North Prairie Creek Road

COUNCIL DISTRICT: 5

MAPSCO: 59-A

SIZE OF REQUEST: ± 0.01 acres

CENSUS TRACT: 90.00

APPLICANT: Amer & Milad Investments Inc.

OWNER: Bruton Stores Inc.

REPRESENTATIVE: Parvez Malik, Business Zoom

REQUEST: An application for the renewal of Specific Use Permit No. 2059 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay.

SUMMARY: The applicant is proposing to continue the sale of alcoholic beverages in the existing general merchandise or food store 3,500 square feet or less. On November 7, 2013, the City Plan Commission recommended approval of this Specific Use Permit for a two-year period with eligibility for automatic renewals for additional two-year periods. On January 22, 2014, City Council approved a two-year period.

CPC RECOMMENDATION: Approval for a two-year period, subject to conditions.

STAFF RECOMMENDATION: Approval for a two-year period, subject to conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The general merchandise or food store is a compatible land use with the surrounding retail uses in the surrounding area. The sale of alcoholic beverages at the store does not impact compatibility from a land use perspective. It is an additional item that is being sold at a retail store as opposed to the primary use of alcohol sales such as a liquor store or bar.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – From a land use perspective, staff cannot assert that the sale of alcoholic beverages in conjunction with a general merchandise or food store is a contribution to the welfare of the area surrounding this site.
3. *Not a detriment to the public health, safety, or general welfare* – In general, staff cannot assert that the sale of alcoholic beverages is a detriment to the public health, safety, or general welfare from a land use perspective.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The request complies with all zoning regulations and standards.

Zoning History:

There have not been any zoning requests in the area within the last five years.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Bruton Road	Principal Arterial	100 feet
North Prairie Creek Road	Principal Arterial	80 feet

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction has reviewed the requested and determined it does not significantly impact the surrounding street system.

COMPREHENSIVE PLAN:

The *fowardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request, and it identifies the request site as being in a Residential Neighborhood Building Block.

The Residential Neighborhood Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections. Neighborhood “pocket parks” provide open space for families. Individual lot size, front yard and side yard setbacks, garage orientation and scale of the home varies from neighborhood to neighborhood. These areas rely primarily on cars for access, although traffic on neighborhood streets is expected to be low. Cut-through traffic or spill over from commercial areas will be strongly discouraged. While public transit may be available, typically it involves longer walks to bus stops or the need to drive to park and-ride facilities. Newly developed neighborhoods may provide better pedestrian access to community services through shorter block lengths, narrower streets, sidewalks and greenbelts with hike and bike trails and might also provide improved access to transit service. Public investment will focus on protecting quality of life by providing amenities such as parks, trails, road improvements and strong code enforcement.

The applicant’s proposal is consistent with the goals and policies of the Comprehensive Plan.

Surrounding Land Uses:

	Zoning	Land Use
Site	CR-D-1	Convenience store and motor vehicle fueling station
North	PDD No. 269	Vacant structure & retail
South	PDD No. 269	Convenience store and motor vehicle fueling station, vehicle related uses, car wash, various retail uses
East	PDD No. 269	Various retail uses , restaurant
West	PDD No. 269	Various retail uses

STAFF ANALYSIS:

Land Use Compatibility:

The property is currently developed with a with a general merchandise or food store and a motor vehicle fueling station. The adjacent land uses consist a vacant structure and retail uses to the north; restaurant and various retail uses to the east; convenience store and motor vehicle fueling station, vehicle related uses, car wash, various retail uses to the south; and various retail uses to the west.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Parking:

The Dallas Development Code requires off-street parking to be provided for a general merchandise or food store use at one space for each 200 square feet of floor area and two parking spaces for the motor vehicle fueling station. The proposed uses require 12 spaces. Parking must be provided as shown on the site plan.

Landscaping:

Landscaping is required in accordance with Article X of the Dallas Development Code. However, the applicant's request will not trigger any Article X requirements as no new construction is proposed on the site.

Police Report:

**9199 Bruton Road
From 2/14/2014 to 12/12/2015 (After SUP Approval)**


Date	Premise	Offense
12/12/2015	BRUTON STORE INC	12B - Business Alarm
12/10/2015	EXXON (Bruton & prairie creek)	PH - Panhandler
12/5/2015	EXXON (Bruton & prairie creek)	40/01 - Other
11/1/2015	EXXON (Bruton & prairie creek)	40 - Other
11/1/2015	BRUTON STORE	12B - Business Alarm
10/31/2015	EXXON (Bruton & prairie creek)	41/20 - Robbery - In Progress
10/5/2015	EXXON (Bruton & prairie creek)	40/01 - Other
7/20/2015	EXXON (Bruton & prairie creek)	34 - Suicide
6/9/2015	EXXON (Bruton & prairie creek)	40 - Other
6/7/2015	EXXON (Bruton & prairie creek)	40 - Other
6/3/2015	BRUTON STORE	12B - Business Alarm
5/17/2015	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
5/16/2015	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
5/9/2015	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
5/7/2015	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
5/6/2015		21B - Business Hold Up
4/21/2015	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
3/30/2015	EXXON (Bruton & prairie creek)	40/01 - Other
3/24/2015	EXXON	6X - Major Dist (Violence)
3/23/2015	EXXON (Bruton & prairie creek)	09/01 - Theft
2/5/2015	EXXON (Bruton & prairie creek)	40/01 - Other
2/2/2015	EXXON (Bruton & prairie creek)	04 - 911 Hang Up
1/2/2015	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
12/21/2014	EXXON (Bruton & prairie creek)	40 - Other
12/12/2014	EXXON (Bruton & prairie creek)	40/01 - Other
11/27/2014	BRUTON STORE	12B - Business Alarm
11/3/2014	BRUTON; STORE	6X - Major Dist (Violence)
10/29/2014	EXXON (Bruton & prairie creek)	40 - Other
10/25/2014	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
10/17/2014	EXXON (Bruton & prairie creek)	PH - Panhandler
10/9/2014	EXXON	6X - Major Dist (Violence)
10/4/2014	EXXON (Bruton & prairie creek)	20 - Robbery
9/23/2014	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
9/18/2014	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
9/17/2014	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
9/3/2014	EXXON (Bruton & prairie creek)	32 - Suspicious Person
8/17/2014	EXXON (Bruton & prairie creek)	PH - Panhandler

Z156-136(OTH)

8/12/2014	EXXON (Bruton & prairie creek)	32 - Suspicious Person
8/3/2014	EXXON (Bruton & prairie creek)	40 - Other
7/16/2014	EXXON (Bruton & prairie creek)	40 - Other
6/21/2014	EXXON (Bruton & prairie creek)	32 - Suspicious Person
6/3/2014	EXXON	32 - Suspicious Person
5/29/2014	BRUTON STORE	12B - Business Alarm
5/21/2014	EXXON (Bruton & prairie creek)	PH - Panhandler
3/29/2014	EXXON (Bruton & prairie creek)	40 - Other
3/13/2014	EXXON (Bruton & prairie creek)	32 - Suspicious Person
3/12/2014	EXXON	40 - Other
2/14/2014	EXXON	32 - Suspicious Person

12/17/08 to 01/07/14 (Prior to SUP Approval)

1/17/2014	EXXON (Bruton & prairie creek)	40 - Other
12/17/2013	EXXON (Bruton & prairie creek)	32 - Suspicious Person
12/5/2013	EXXON (Bruton & prairie creek)	6X - Major Dist (Violence)
11/27/2013	EXXON (Bruton & prairie creek)	21B - Business Hold Up
11/1/2013	BRUTON STORE	12B - Business Alarm
9/24/2013	BRUTON STORE	12B - Business Alarm
9/17/2013	BRUTON STORE	12B - Business Alarm
8/20/2013	BRUTON STORE	21B - Business Hold Up
8/16/2013	EXXON GAS STATION	46 - CIT
8/3/2013		46 - CIT
7/27/2013	BRUTON STORE	12B - Business Alarm
7/25/2013	exxon	46 - CIT
7/13/2013	kahhn's exxon	6XE - Disturbance Emergency
4/15/2013	EXXON	04 - 911 Hang Up
2/27/2013	EXXON	46 - CIT
2/9/2013	Exxon (Bruton and Prairie Creek)	46 - CIT
2/4/2013	EXXON	46 - CIT

 DALLAS POLICE DEPARTMENT		UCR Codes Year Codes Property Class Codes								
Virtual Viewer - Public Access										Welcome
Search Records - Offense										Filter <input type="text"/>
Service #	Offense Date	Complainant	Offense	Block	Dir	Street	Beat	Reporting Area	UCR1	UCR2
0021374-Z	01/12/2012	POSEY,RODERICK	THEFT	09199		BRUT...	325	1244	06903	
0023323-Z	01/28/2012	MCGILL,LENEX	THEFT	09199		BRUT...	325	1244	06103	
0029308-Z	02/04/2012	ASHFORD, DINA	THEFT	09199		BRUT...	325	1244	06902	
0051943-Y	03/02/2011	BETHANY,VERNETTA	ASSAULT	09199		BRUT...	325	1244	08421	
0057188-Y	03/07/2011	*EXXON	FORGERY & COUNTERF...	09199		BRUT...	325	1244	10021	
0058545-X	03/02/2010	MAJOR, SHENILKA	THEFT	09199		BRUT...	325	1244	06101	
0068886-X	03/12/2010	@CITY OF DALLAS	FOUND PROPERTY	09199		BRUT...	325	1244	43020	
0071766-X	03/15/2010	DOHA,SHEIKH	CRIMINAL MISCHIEF/V...	09199		BRUT...	325	1244	14081	
0083682...	03/26/2009	*EXXON	THEFT	09199		BRUT...	325	1244	06934	
0083726-Y	04/04/2011	PORTER,JESSICA,LEEANN	ASSAULT	09199		BRUT...	325	1244	08322	
0135794-Z	06/02/2012	EDWARDS, JACQUILINE	TRAFFIC MOTOR VEHI...	09199		BRUT...	325	1244	32080	
0140893-X	05/21/2010	DRINNING,DWAYNE	THEFT	09199		BRUT...	325	1244	06102	
0142744-Y	05/02/2011	KHAN,ANA	THEFT	09199		BRUT...	325	1244	06952	
0160452-Y	06/19/2011	WILLIAMSON, JASMINE N	THEFT	09199		BRUT...	325	1244	06942	
0184950-Z	07/26/2012	*EXXON	FORGERY & COUNTERF...	09199		BRUT...	325	1244	10021	
0190348-Y	07/19/2011	*EXXON	CRIMINAL MISCHIEF/V...	09199		BRUT...	325	1244	14081	
0205787-Y	08/03/2011	SPANN,DESHAUNDA	OTHER OFFENSES	09199		BRUT...	325	1244	26000	
0217913-X	08/04/2010	*EXXON	ROBBERY	09199		BRUT...	325	1244	03341	06935
0231261-Z	09/16/2012	GRAHAM,AISHA	OTHER OFFENSES	09199		BRUT...	325	1244	26000	
0236993-Z	09/23/2012	*EXXON	FORGERY & COUNTERF...	09199		BRUT...	325	1244	10121	
0250860-X	09/06/2010	@CITY OF DALLAS	FOUND PROPERTY	09199		BRUT...	325	1244	43020	
0257268...	08/29/2009	*CITY OF DALLAS	FOUND PROPERTY	09199		BRUT...	325	1244	43021	
0262667-X	09/19/2010	*EXXON GAS STATION	CRIMINAL MISCHIEF/V...	09199		BRUT...	325	1244	14083	
0265374-Y	10/07/2011	DAVIS-CLARK,JAMIE	THEFT	09199		BRUT...	325	1244	06901	
0297971...	10/06/2009	*EXXON	OTHER OFFENSES	09199		BRUT...	325	1244	26530	
0298770-X	10/27/2010	GOMEZ,PABLO	THEFT	09199		BRUT...	325	1244	06901	
0308186...	10/16/2009	HERNANDEZ,JUAN,CARL...	THEFT	09199		BRUT...	325	1244	06941	
0327337-V	10/23/2008	*EXXON	ROBBERY	09199		BRUT...	329	1244	03311	
0328965-X	11/30/2010	*EXXON GAS STATION	FORGERY & COUNTERF...	09199		BRUT...	325	1244	10022	
0335675-X	12/07/2010	HOOD, MICHAEL	OTHER OFFENSES	09199		BRUT...	325	1244	26000	
0342767-V	11/06/2008	DANIELS,MICHELLE	THEFT	09199		BRUT...	329	1244	06941	06941
0382701-V	12/17/2008	KHAN, MDRAEIQUL	TRAFFIC MOTOR VEHI...	09199		BRUT...	329	1244	32090	

CPC Action – February 18, 2016

Z156-136(OTH)

Planner: Olga Torres Holyoak

Motion: It was moved to recommend **approval** for the renewal of Specific Use Permit No. 2059 for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for a two-year period, subject to conditions on property zoned a CR Community Retail District with a D-1 Liquor Control Overlay on the northwest corner of Bruton Road and North Prairie Creek Road.

Maker: Shidid
Second: Schultz
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis*, Shidid, Anantasomboon, Abtahi, Haney, Jung, Housewright, Schultz, Peadon, Murphy*, Tarpley

Against: 0
Absent: 1 - Ridley
Vacancy: 0

*out of the room, shown voting in favor

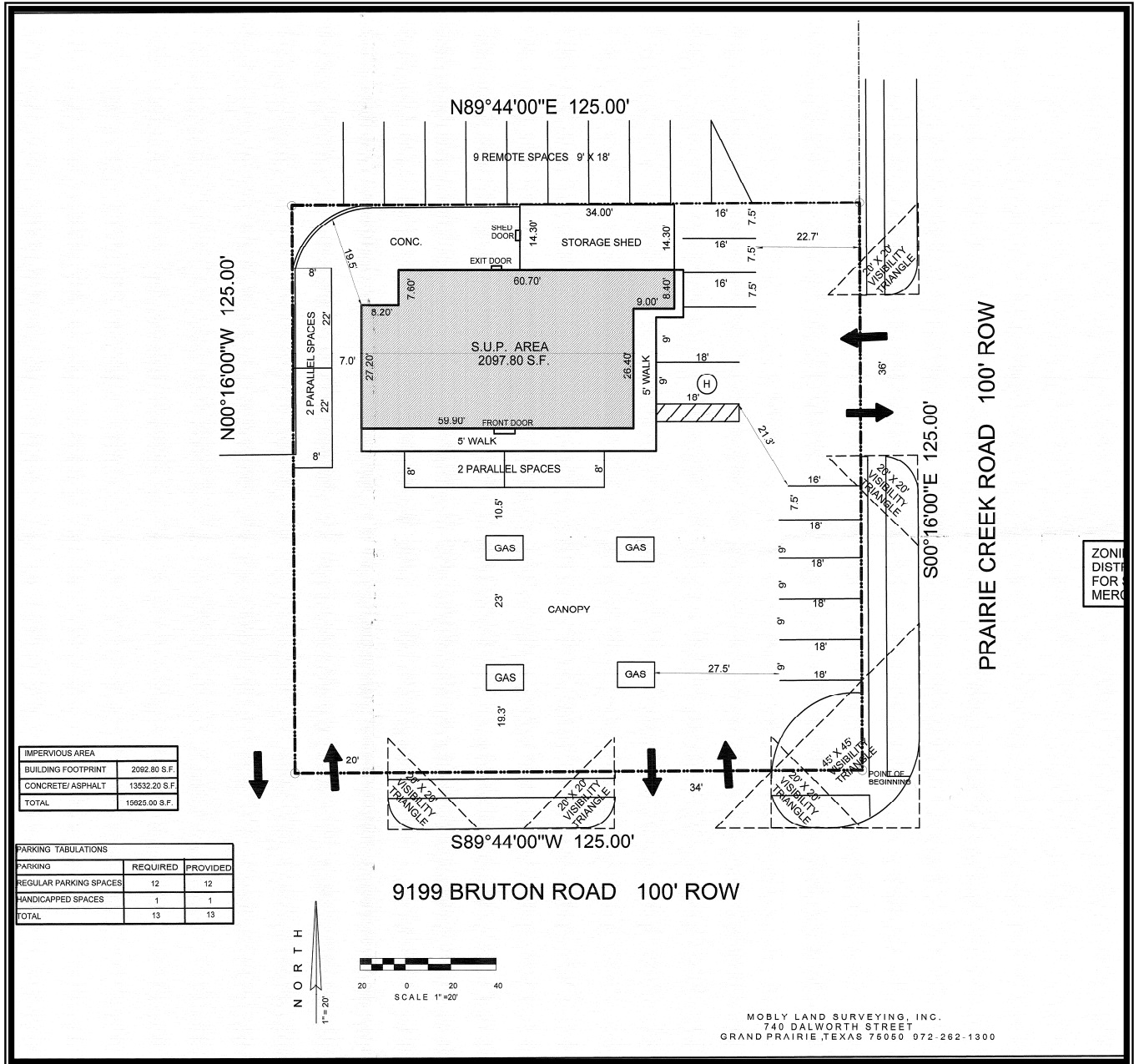
Notices: Area: 200 Mailed: 12
Replies: For: 0 Against: 1

Speakers: None

PROPOSED SUP CONDITIONS
SUP No. 2059

1. USE: The only use authorized by this specific use permit is the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (two-year period from the passage of this ordinance), ~~January 22, 2016~~.
4. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
5. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

EXISTING SITE PLAN



List of Partners/Principals/Officers

Brutoon Store Inc.

Issa Hussam Kamel – President/Secretary

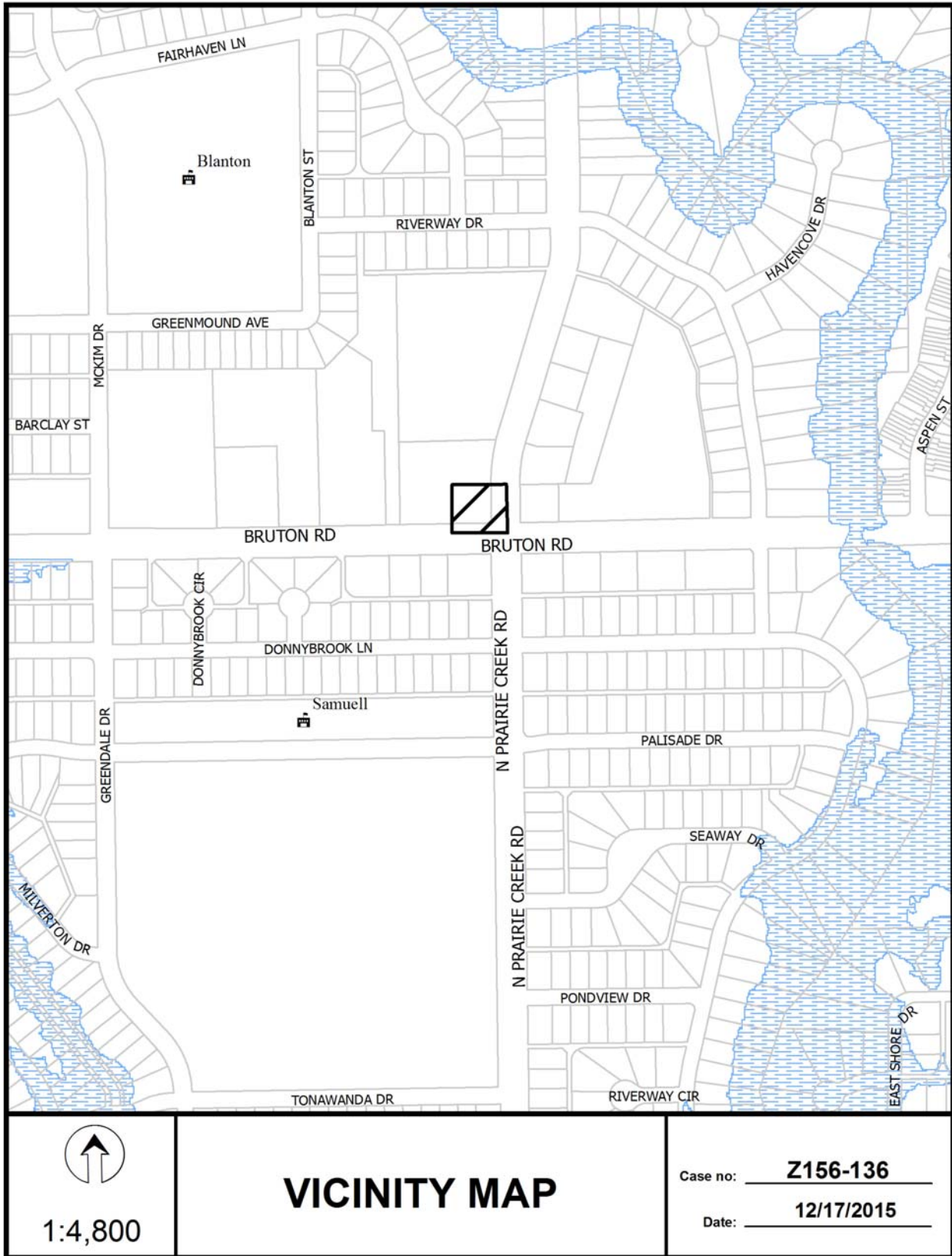
Saleh Issam Bahjat – Vice president/ Treasurer

Amer & Milad Investments Inc.

DBA Bruton Store

Mehdi Rezaeizadeh – Preseident/Secretary

Shuhrat Latipov – V. President/Treasurer



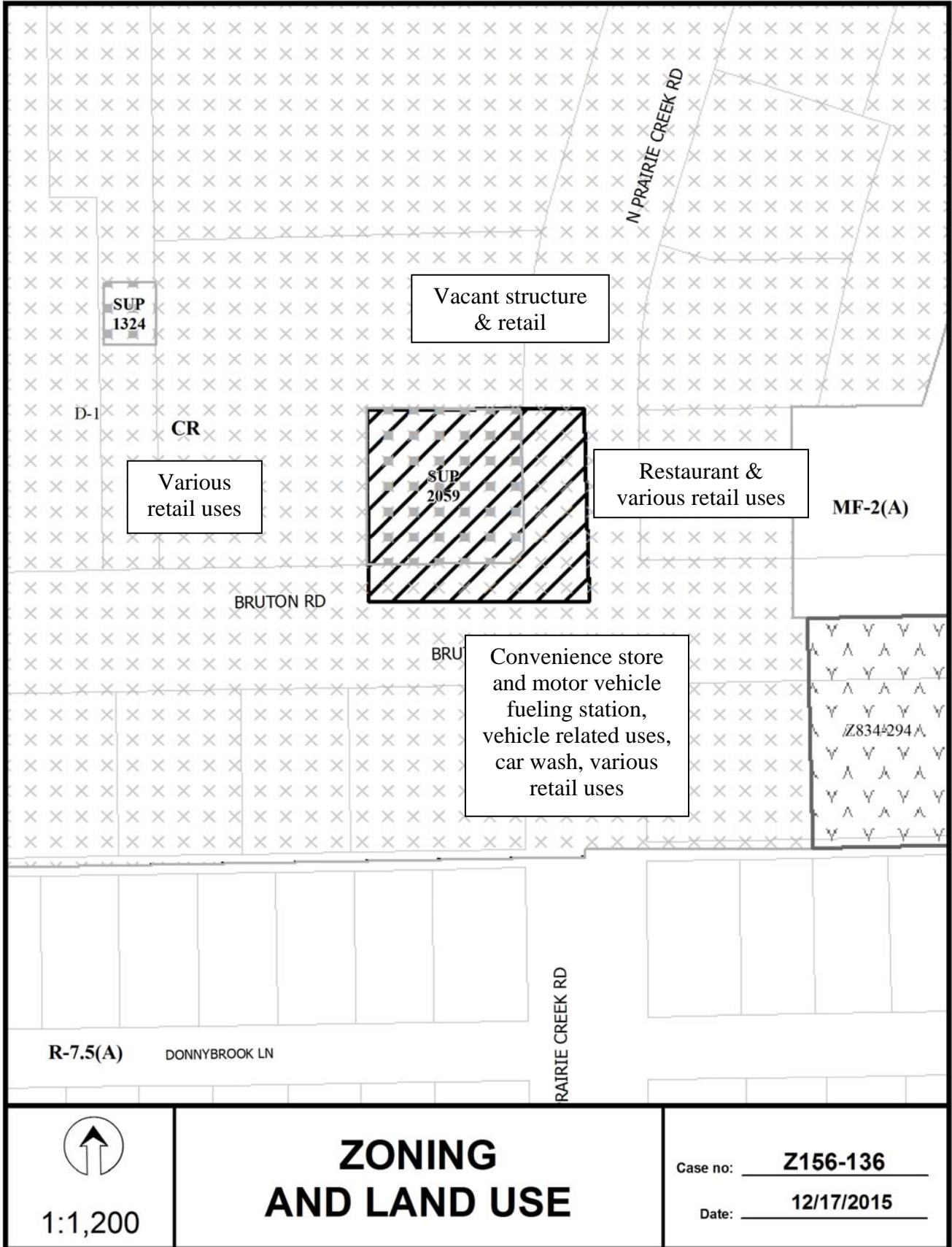


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AERIAL MAP

Case no: Z156-136

Date: 12/17/2015

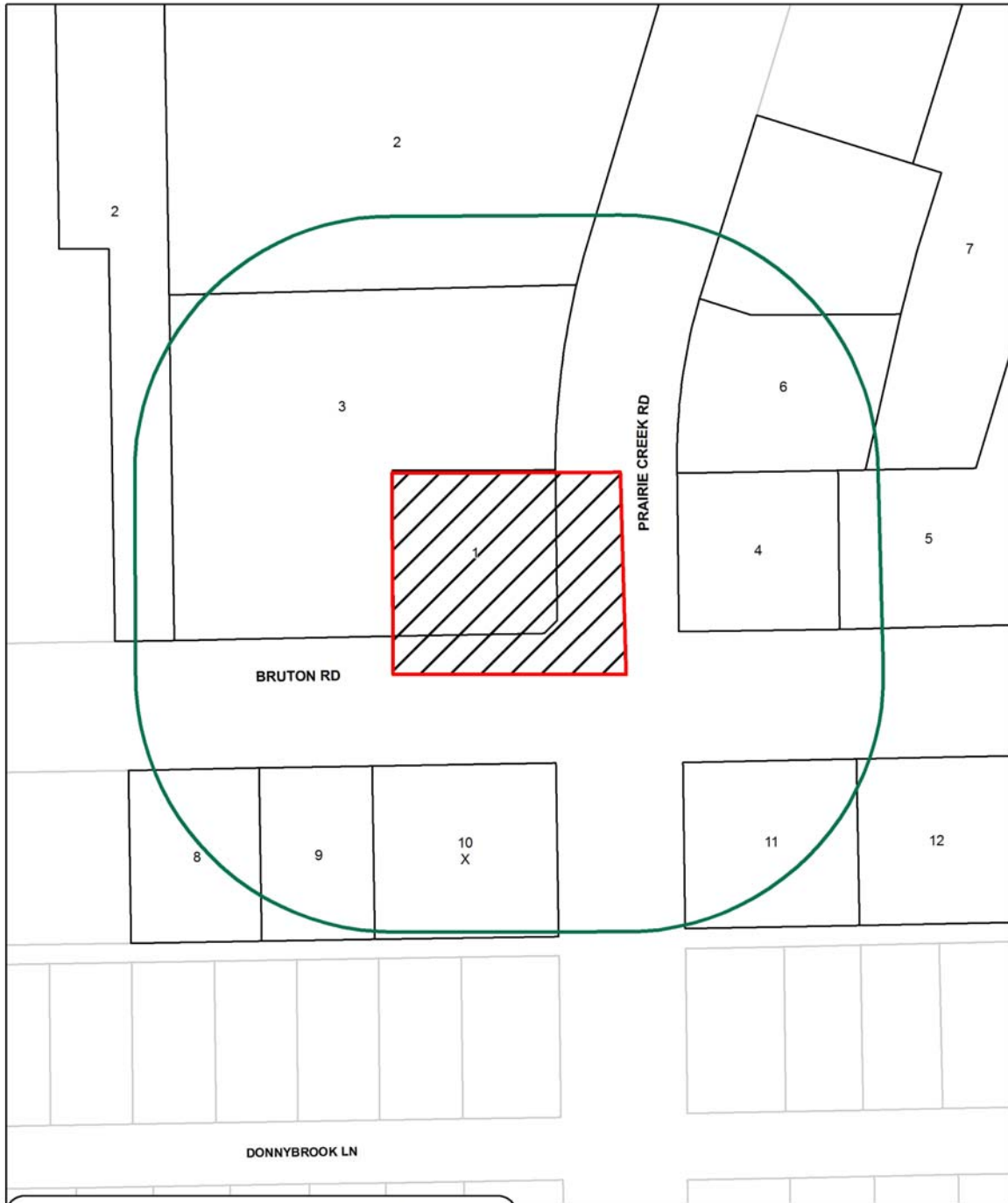


1:1,200

ZONING AND LAND USE

Case no: Z156-136

Date: 12/17/2015



<u>12</u>	Property Owners Notified (14 parcels)
<u>0</u>	Replies in Favor (0 parcels)
<u>1</u>	Replies in Opposition (1 parcels)
<u>200'</u>	Area of Notification
<u>2/18/2016</u>	Date

Z156-136
CPC



1:1,200

02/17/2016

Reply List of Property Owners

Z156-136

12 Property Owners Notified

0 Property Owners in Favor

1 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	9199 BRUTON RD	BRUTTON STORE INC
	2	9009 BRUTON RD	PRAIRIE 2233 INVESTMENT LLC
	3	9179 BRUTON RD	BRUTON ENTERPRISES LLC
	4	9203 BRUTON RD	BIG SCORE INVESTORS LLC
	5	9215 BRUTON RD	VOLUNTEERS OF AMERICA
	6	2112 N PRAIRIE CREEK RD	HERNANDEZ GUSTAVO A
	7	2150 N PRAIRIE CREEK RD	JANAY ENTERPRISES INC
	8	9116 BRUTON RD	VIRANI MANSOOR M
	9	9180 BRUTON RD	KANNADY DERALD &
X	10	9190 BRUTON RD	MONA AND NADA CORPORATION
	11	9206 BRUTON RD	KZK BUSINESS ENTERPRISE INC
	12	9222 BRUTON RD	DELMAR PARTNERS LP

AGENDA ITEM # 69

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 5
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 59 K

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a mini-warehouse use on property zoned a CR Community Retail District with a D Liquor Control Overlay on the south side of Lake June Road and west of North St. Augustine Drive
Recommendation of Staff: Approval for a ten-year period, subject to a site plan and conditions
Recommendation of CPC: Approval for a ten-year period, subject to a site plan, elevations and conditions
Z156-160(WE)

FILE NUMBER: Z156-160(WE)

DATE FILED: December 11, 2015

LOCATION: South side of Lake June Road and west of North St. Augustine Drive

COUNCIL DISTRICT: 5

MAPSCO: 59-K

SIZE OF REQUEST: Approx. 2.86 acres

CENSUS TRACT: 118.00

REPRESENTATIVE: Michael R. Coker

APPLICANT / OWNER: 9500 Lake June LLC

REQUEST: An application for a Specific Use Permit for a mini-warehouse use on property zoned a CR Community Retail District with a D Liquor Control Overlay.

SUMMARY: The purpose of this request is to allow for the construction of approximately 54,450 square feet of storage space consisting of 10, one-story structures. The proposed mini-warehouse use will include a 1,000 square foot accessory office.

CPC RECOMMENDATION: Approval for a ten-year period, subject to a site plan, elevations, and conditions.

STAFF RECOMMENDATION: Approval for a ten-year period, subject to a site plan and conditions

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The proposed mini-warehouse use is compatible with the surrounding uses which consist of retail and personal service, and office and uses. The Development Code has regulations such as residential proximity slope, buffer yards and an increased setback to mitigate potential compatibility concerns with the adjoining residential uses to the south. The height will be further restricted than required by code and building materials will be regulated.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The use neither contributes nor is it a detriment to adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – This use will not be a detriment to the public health, safety or general welfare of the community.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The request will comply with all zoning regulations and standards. No variances or special exceptions are requested.

Zoning History: There have been two recent zoning cases in the area in the past five years.

1. **Z101-174** On June 22, 2011, the City Council approved a D-1 Liquor Control Overlay and a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise store less than 3,500 square feet on property zoned a CR-D Community Retail District with a D Liquor Control Overlay on the southwest corner of Lake June Road and St. Augustine Drive.
2. **Z101-276** December 14, 2011, the City Council approved your application and an ordinance granting an NO(A) Neighborhood Office District and an ordinance accepting deed restrictions on property zoned an R-7.5(A) Single Family District on the south side of Lake June Road, west of Ladonia Place.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
St. Augustine Drive	Collector	60 ft.	60 ft.
Lake June Road	Principal Arterial	80 ft.	107 ft.

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that it will not have a detrimental impact on the surrounding street system.

COMPREHENSIVE PLAN: The Comprehensive Plan does not make a specific land use recommendation related to the request; however, the *forwardDallas! Vision Illustration*, adopted June 2006, is comprised of a series of Building Blocks that depict general land use patterns. Building Blocks are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur. The request site is identified as being located in a Residential Building Block.

This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections.

While the use could provide a service to neighborhood residents, it may not be a desirable long-term use envisioned by the Comprehensive Plan. Consequently, staff does not recommend automatic renewals.

Land Use Compatibility:

	Zoning	Land Use
Site	CR w/deed restrictions	Undeveloped
North	NS(A) and NS(A) w/D Overlay on a portion, R-7.5(A)	Office, Undeveloped (Floodplain)
South	R-7.5(A)	Single Family
East	CR-D-1 (SUP No. 1865) CR-D-1	General merchandise or food store
West	R-7.5(A)	Undeveloped

The land uses adjacent to the request site are developed with single family and retail and personal service uses. Specific Use Permit No. 1865 is developed with a general merchandise or food store 3,500 square feet or less. The request site has frontages on Lake June Road and St. Augustine Drive. The property north of the request site, across Lake June Road is developed with neighborhood retail stores. The proposed mini-warehouse use will have requirements for building materials to exclude materials that may not be consistent with the surrounding residential developments. A minimum of 80 percent brick concrete masonry unit split face, or stone or hardie cementitious siding,

excluding fenestration will be required. The maximum structure height is 15 feet. The applicant will comply with the development regulations in the CR District.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
CR Community retail	15'	20' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office

Landscaping: Landscaping of any development will be in accordance with Article X, as amended. Due the residential adjacency to the south and west, the applicant is required to provide a minimum 10-foot landscape buffer strip along the entire perimeter of the site that is adjacent to the residential property. The applicant is providing the required buffer strip between the proposed mini-warehouse use and the single family uses. The property to the west is adjacent to flood plain and the applicant is providing a minimum 5-foot landscape strip which includes a detention area.

The development code also requires the following plant materials in a landscape buffer strip:

If a fence with a buffer strip is required along any part of the perimeter of a lot, the buffer strip must contain either one large canopy tree or two large non-canopy trees at a minimum average density of one large canopy tree or two large non-canopy trees for each 50 linear feet of the buffer strip, with new trees spaced no less than 25 feet apart.

When a fence is not provided, the applicant will have to comply with the design standards and must contain one of the following groups of plant materials at a minimum average density of one group for each 50 linear feet of the buffer strip:

- (i) One large canopy tree and one large non-canopy tree.
- (ii) One large canopy tree and three small trees.

Z156-160(WE)

- (iii) One large canopy tree and three large evergreen shrubs.
- (iv) One large canopy tree, two small trees, and one large evergreen shrub.
- (v) One large canopy tree, one small tree, and two large evergreen shrubs.
- (vi) Two large non-canopy trees.

Parking: The off-street parking requirement for a mini-warehouse use is a minimum of six spaces. Spaces may not be used for outside storage, vehicle storage, or parking for vehicles for rent.

CPC Action

February 4, 2016

This item was held under advisement

February 18, 2016

Motion: It was moved to recommend **approval** of a Specific Use Permit for a mini-warehouse use for a ten-year period, subject to a site plan and revised conditions with the following additions: 1) Limit to one-story (maximum height 24 ft.), 2) Require 6 ft. wrought-iron at southern property line, and 3) Include elevations plans on property zoned a CR Community Retail District with a D Liquor Control Overlay on the south side of Lake June Road and west of North St. Augustine Drive.

Maker: Shidid
Second: Murphy
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Abtahi, Haney, Jung*,
Housewright*, Schultz, Peadon, Murphy, Tarpley

Against: 0
Absent: 1 - Ridley
Vacancy: 0

*out of the room, shown voting in favor

Notices: Area: 300 Mailed: 29
Replies: For: 0 Against: 1

Speakers: For: Michael Coker, 3111 Canton St., Dallas, TX, 75226
Against: None

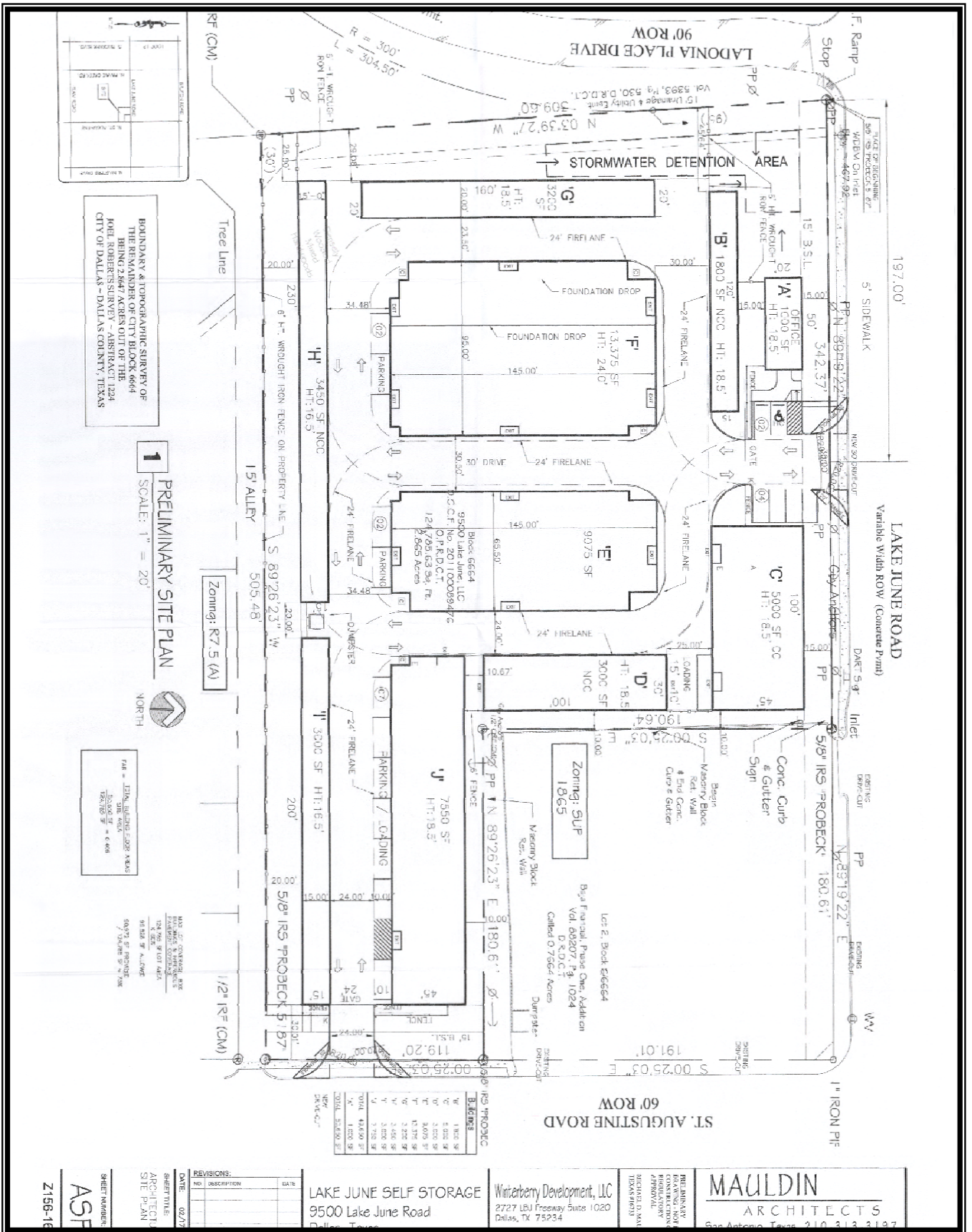
LIST OF OFFICER
9500 Lake June LLC

- Noorallah Jooma, Manager

**CPC PROPOSED SUP
CONDITIONS**

1. USE: The only use authorized by this specific use permit is a mini-warehouse.
2. SITE PLAN AND ELEVATIONS PLAN: Use and development of the Property must comply with the attached site plan and elevations plan.
3. TIME LIMIT: This specific use permit expires on_____, (ten-year period from the passage of this ordinance).
4. FLOOR AREA:
 - a. The maximum floor area is 54,450 square feet.
 - b. Maximum floor area for the accessory office is 1,000 square feet in the location shown on the attached site plan.
5. HOURS OF OPERATION: The mini-warehouse may only operate between 6:00 a.m. and 9:00 p.m., Monday through Sunday.
6. OUTSIDE STORAGE: Outside storage of vehicles, parking for vehicles for rent, boats, and /or equipment is prohibited.
7. HEIGHT: The use authorized by this specific use permit may not exceed 24 feet in height.
8. MATERIALS: The exterior facades must be a minimum 80 percent concrete masonry unit split face, or stone or hardie cementitious siding, excluding fenestration.
9. FENCE: A minimum 6-foot wrought iron fence is required on the southern property line.
10. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
11. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

CPC PROPOSED SITE PLAN



CPC PROPOSED ELEVATIONS PLAN
Bldg. 'A' Office

BLDG. A - OFFICE
1,000 SF

MAULDIN
ARCHITECTS
San Antonio, Texas 210-518-5151
www.maldinarchitects.com info@maldinarchitects.com

A2.1	<p>LAKE JUNE SELF STORAGE 9500 Lake June Road Dallas, Texas</p>	<p>Winterberry Development, LLC 2707 US Highway 58, Suite 1000 Dallas, TX 75234</p>	<p>DATE: 08/11/10 SCALE: AS SHOWN PROJECT NO.: 1000000000 SHEET NO.: 01 OF 01</p>
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CPC PROPOSED ELEVATIONS PLAN
Bldg. 'B'

01 SOUTH ELEVATION (FACES INTERNAL DRIVE)
SCALE: 1/8" = 1'-0"

02 NORTH ELEVATION (FACES OFFICE & PUBLIC STREET)
SCALE: 1/8" = 1'-0"

03 EAST ELEVATION
SCALE: 1/8" = 1'-0"

04 WEST ELEVATION
SCALE: 1/8" = 1'-0"

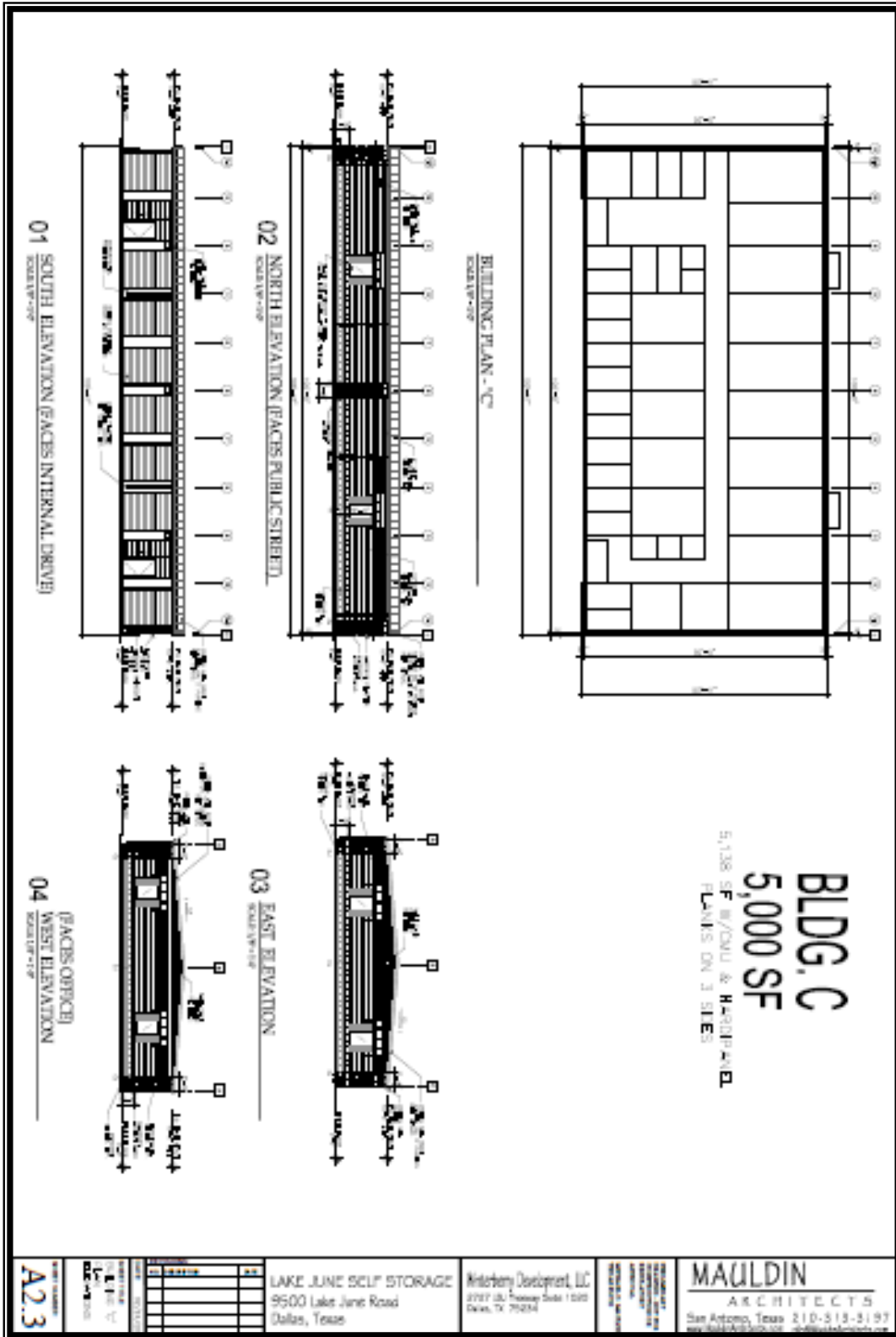
05 EAST ELEVATION
SCALE: 1/8" = 1'-0"

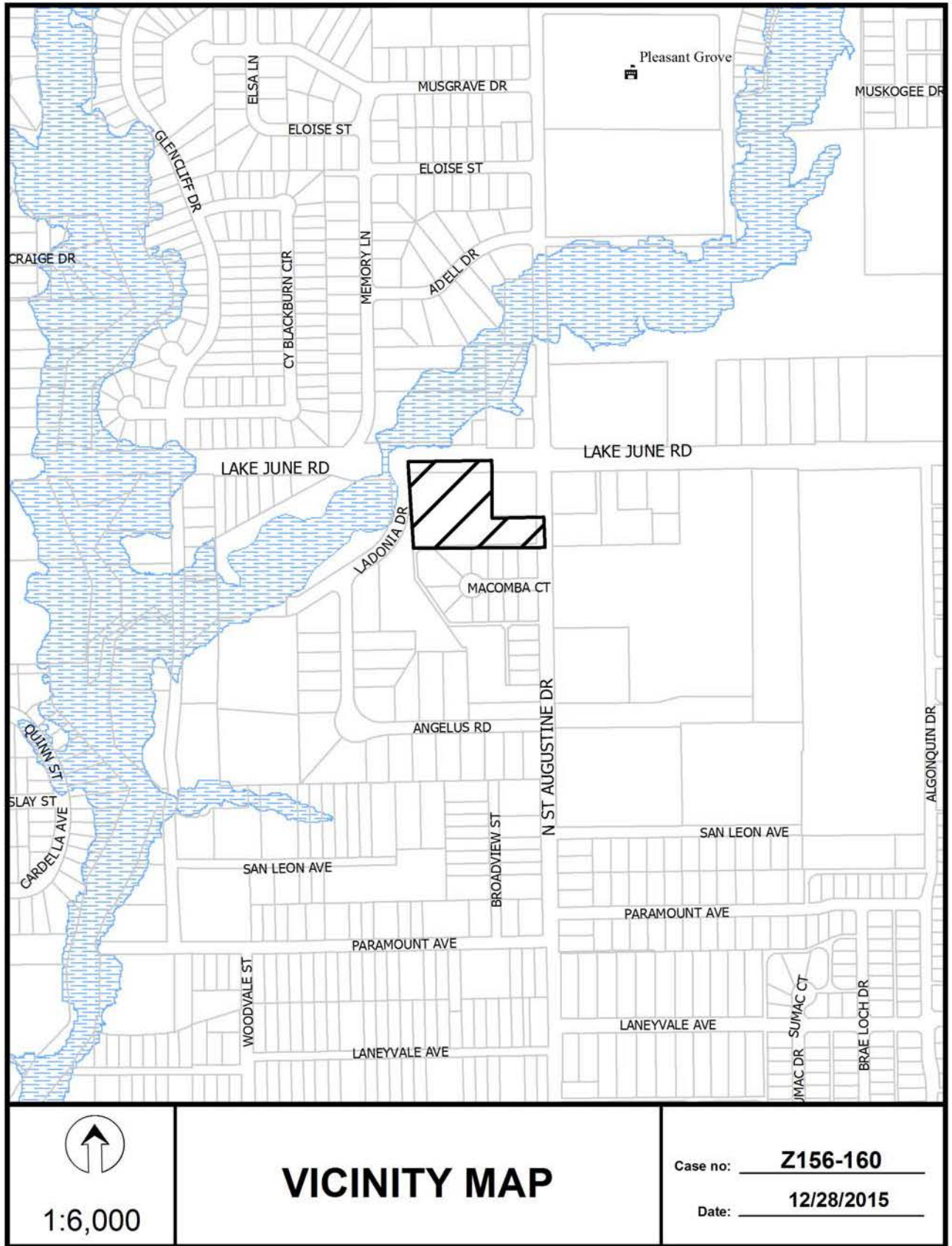
06 BUILDING PLAN - "B"
SCALE: 1/8" = 1'-0"

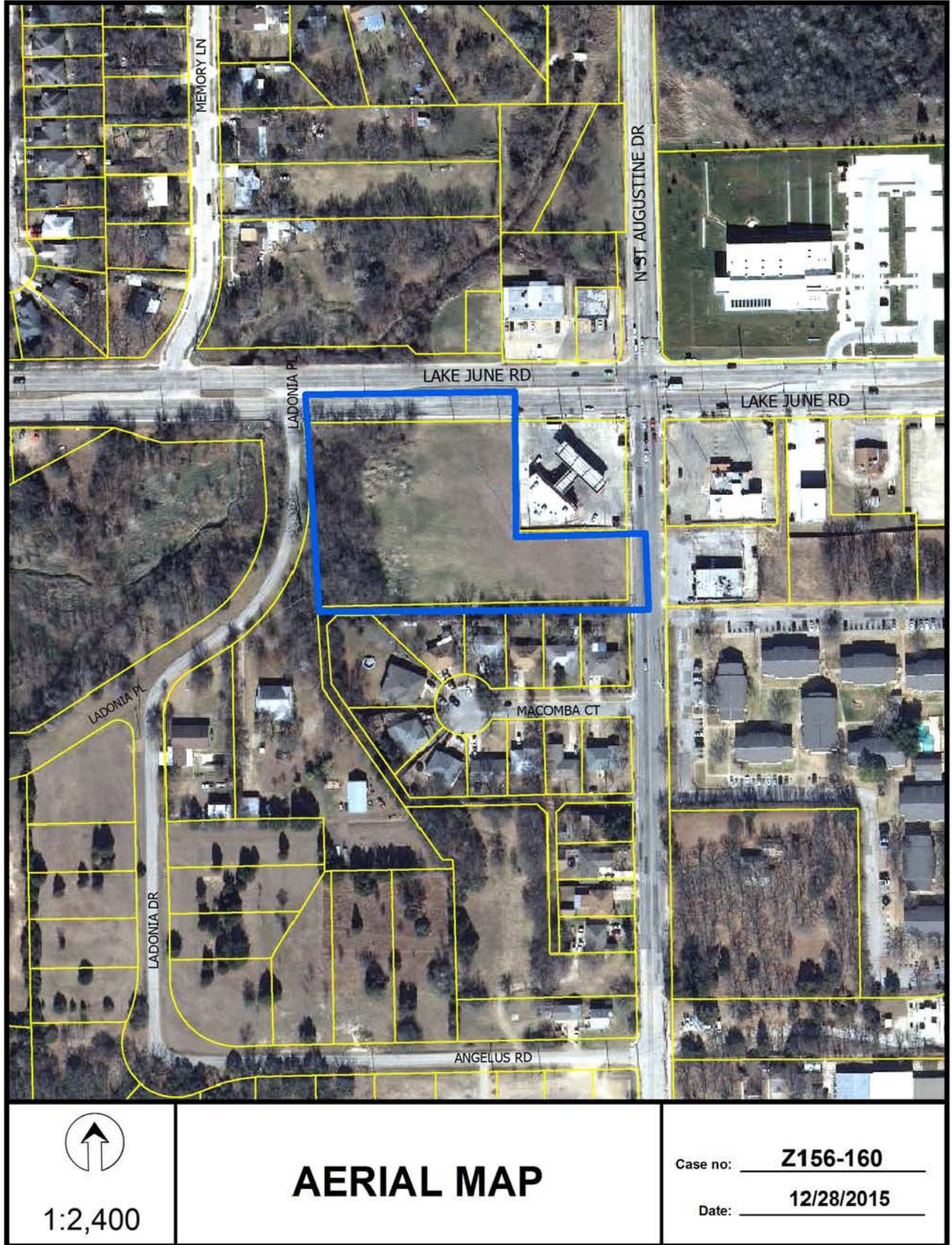
BLDG. B
1,800 SF
1,870 SF W/ CURB & HARBOR PAVIL
PLANS ON 3 SHEETS

<p>A2.2</p> <p>DATE: 11/15/11</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p>	<p>LAKE JUNE SELF STORAGE 9500 Lake June Road Dallas, Texas</p>	<p>Winterberry Development, LLC 27077 101 Highway 59, Suite 1000 Dallas, TX 75234</p>	<p>MAULDIN ARCHITECTS San Antonio, Texas 210-513-5197 www.MaldinArchitects.com info@MaldinArchitects.com</p>
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**CPC PROPOSED ELEVATIONS
PLAN**





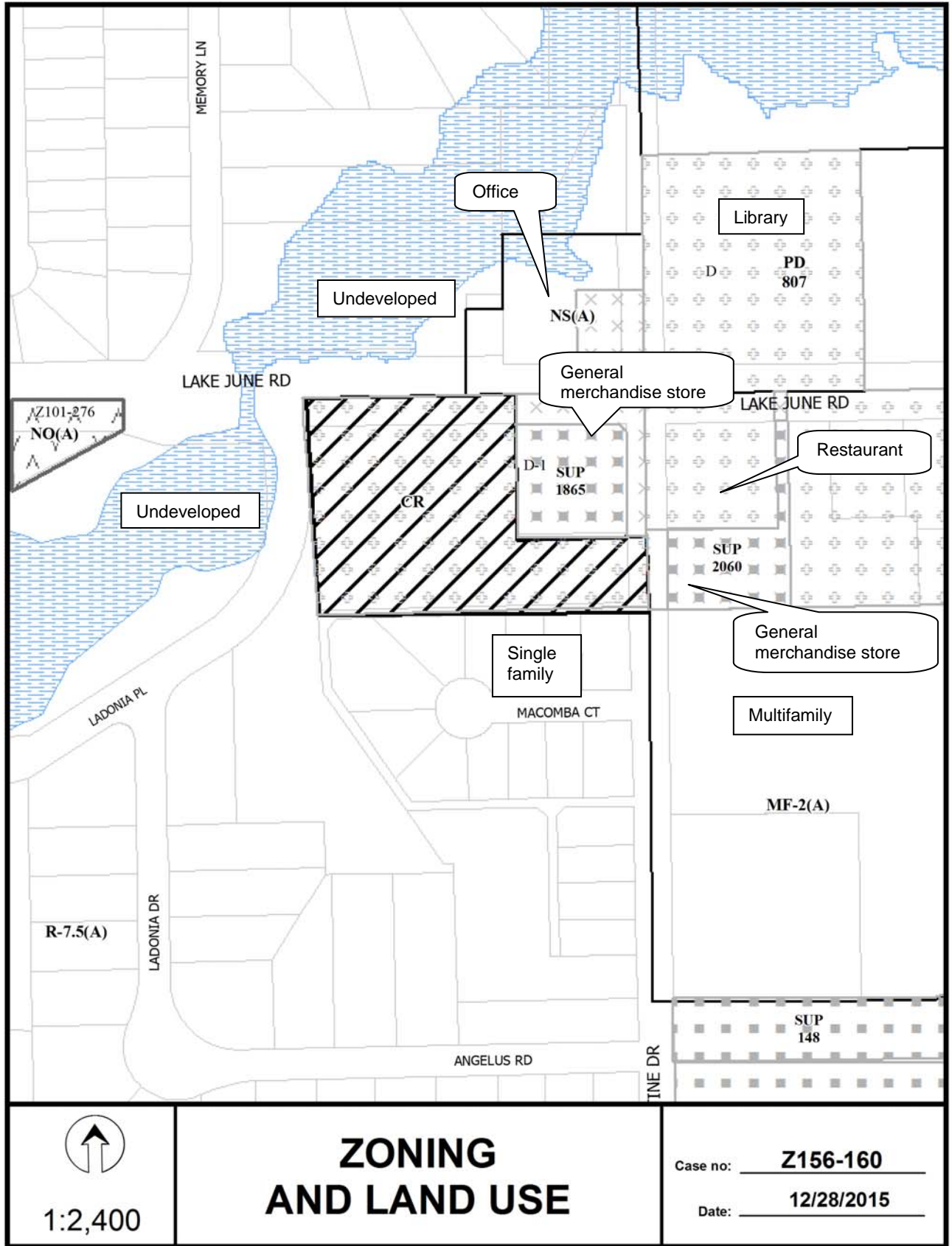


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AERIAL MAP

Case no: Z156-160

Date: 12/28/2015

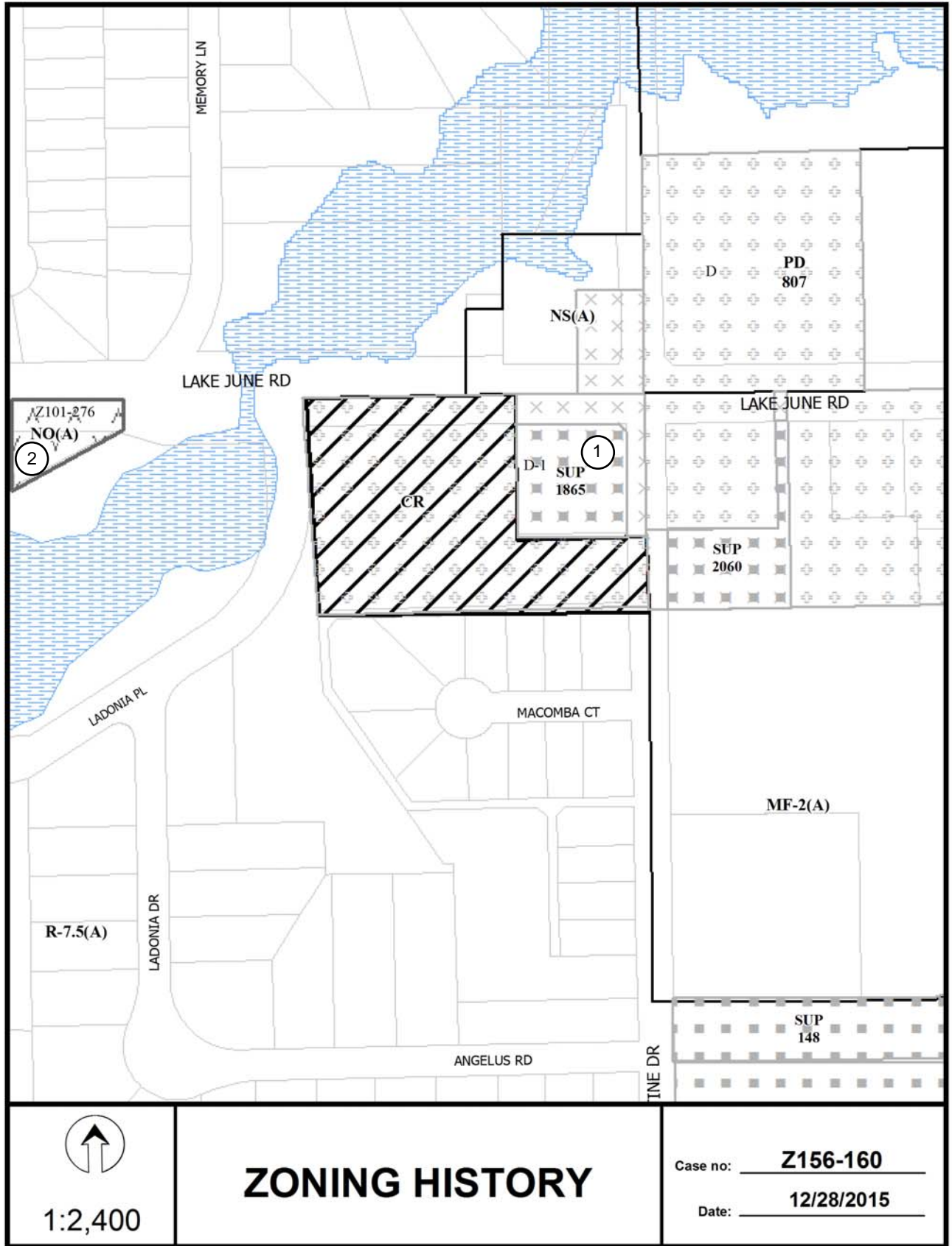


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ZONING AND LAND USE

Case no: Z156-160

Date: 12/28/2015



CPC RESPONSES



<u>29</u>	Property Owners Notified (31 parcels)
<u>0</u>	Replies in Favor (0 parcels)
<u>1</u>	Replies in Opposition (1 parcels)
<u>300'</u>	Area of Notification
<u>2/18/2016</u>	Date

Z156-160
CPC



1:2,400

Notification List of Property Owners

Z156-160

29 Property Owners Notified 0 Property Owners in Favor 1 Property Owners Opposed

Reply	Label #	Address	Owner
	1	9500 LAKE JUNE RD	9500 LAKE JUNE LLC
	2	9523 MACOMBA CR DR	RUIZ ERNESTO
	3	1204 LADONIA DR	ROMAN CATHOLIC DIOCESE OF DALLAS
	4	1214 LADONIA PL	MOST REVEREND KEVIN J FARRELL DD BISHOP OF THE
	5	9400 LAKE JUNE RD	ROMAN CATHOLIC DIOCESE OF DALLAS FBO
	6	9519 MACOMBA CR DR	AGUIRRE PORFIRIO PINEDA &
	7	9515 MACOMBA CR DR	VENEGAS J GUARDALUPE MENDOZA &
	8	9511 MACOMBA CR DR	COWLING JOSEPH F
	9	9507 MACOMBA CR DR	PINEDA ELBA &
	10	9503 MACOMBA CR DR	JOHNSON WILLIE J &
	11	9504 MACOMBA CR DR	GRIFFIN BILLY D
	12	9508 MACOMBA CR DR	ESPINOZA FLAVIO S &
	13	9512 MACOMBA CR DR	FIGUEROA MANUEL &
	14	9516 MACOMBA CR DR	HERNANDEZ JOSE MAURICIO P &
	15	9520 MACOMBA CR DR	ALLSUP MARIA S
X	16	9524 MACOMBA CR DR	BOWEN G C
	17	9600 LAKE JUNE RD	TORRES ANTONIO &
	18	1230 N ST AUGUSTINE DR	REZAEIZADEH MASOUD &
	19	1198 N ST AUGUSTINE DR	LA HACIENDA LLC
	20	1313 ST AUGUSTINE DR	REDD JOE
	21	1319 MEMORY LN	MECCA APRIL INC
	22	1305 MEMORY LN	RUIZ JOSEPFINA
	23	1310 MEMORY LN	WINN KENNETH B
	24	9501 LAKE JUNE RD	HERNANDEZ RODOLFO & SOCORRO
	25	1324 MEMORY LN	CERVANTES JOSE F & MARIA
	26	9545 LAKE JUNE RD	SWEETWATER ASSOCIATES

Z156-160(WE)

02/17/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27 1200	ST AUGUSTINE DR	EVEREST FINANCIAL CORP
	28 9620	LAKE JUNE RD	KIAS ASSET MGMT GROUP
	29 9543	LAKE JUNE RD	LEE CHY D

AGENDA ITEM # 70

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 9
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 38 H

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for R-7.5(A) Single Family District and public school uses on property zoned an R-7.5(A) Single Family District, on the northeast corner of Monterrey Avenue and Farola Drive
Recommendation of Staff and CPC: Approval, subject to a development plan, landscape plan, traffic management plan and conditions
Z156-165(SM)

FILE NUMBER: Z156-165(SM)

DATE FILED: December 15, 2015

LOCATION: Northeast corner of Monterrey Avenue and Farola Drive

COUNCIL DISTRICT: 9

MAPSCO: 38H

SIZE OF REQUEST: Approximately 6.55 acres

CENSUS TRACT: 127.01

APPLICANT/ OWNER: Dallas Independent School District

REPRESENTATIVE: Karl A. Crawley, Masterplan

REQUEST: An application for a Planned Development District for R-7.5(A) Single Family District and public school uses on property zoned an R-7.5(A) Single Family District.

SUMMARY: The applicant proposes to construct a one-story, 14,700 square foot addition to the existing Casa View Elementary School and to establish setbacks, landscaping, and parking requirements different from code requirements for schools zoned R-7.5(A).

CPC RECOMMENDATION: Approval, subject to a development plan, landscape plan, traffic management plan and conditions.

STAFF RECOMMENDATION: Approval, subject to a development plan, landscape plan, traffic management plan and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommends approval of the planned development district based upon:

1. *Performance impacts upon surrounding property* – No direct performance impacts are foreseen upon the surrounding properties at this time. The school addition is compatible in size and character to the existing school and surrounding properties.
2. *Traffic impact* – The Traffic Safety and Engineering Sections have approved the application and no significant impacts to traffic are foreseen at this time.
3. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas! Comprehensive Plan* indicates that this area is in a Residential Neighborhood Building Block. The request is consistent with this building block.
4. *Justification for PD Planned Development District Zoning as opposed to a straight zoning district* – The request proposes modification to straight zoning that include landscaping by a landscape plan in lieu of Article X, allowing parking in required yards, and reductions to setbacks. Staff recommends a planned development district since the site was originally constructed in 1950, according to Dallas Central Appraisal District records, which preceded the current Dallas Development Code requirements and the school is situated on a block that only contains the school and a public park, allowing the reduction in setbacks unnoticeable.

BACKGROUND INFORMATION:

- The school was originally constructed in 1950 and, according to Dallas Central Appraisal District records.
- On December 28, 2007 a permit was completed to add new portable classrooms.
- On February 6, 2014, a multi-phase remodel permit was completed according to permit records.

Zoning History: There have been no recent zoning cases in the vicinity in the last five years.

<u>Thoroughfare/Street</u>	<u>Designation</u>	<u>Dimension</u>
Farola Drive	Local	60' ROW
Monterrey Avenue	Local	Variable ROW
Itasca Drive	Local	53' ROW

STAFF ANALYSIS:

Comprehensive Plan: The request site is located in an area considered a Residential Neighborhood Building Block. This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections.

Land Use Compatibility:

The request site is developed with improvements that have supported Casa View Elementary School for over sixty years. The applicant requests to construct a one-story addition with approximately 14,500 square feet of floor area to match the architecture of the existing school and to replace some modular buildings.

Surrounding uses consist of single family on all sides with the exception of a park to the north, the only other parcel on the block. Because the school's only other neighbor on the block is a park, the reductions to the setbacks are more compatible than if the site shared its block face with single family properties.

Staff recommends approval of the planned development regulations because (1) the school has been a long-time occupant of the parcel, (2) the applicant has obtained approval from both the Traffic Safety Engineering Section of the Street Services Department and the Engineering Section of Sustainable Development and Construction therefore reducing traffic concerns and (3) the addition is compatible in size and character to the existing school and surrounding properties.

Landscaping: The landscaping shown on the development/landscape plan has been reviewed and recommended for approval from the Chief Arborist.

Parking: The request is providing the minimum number of off-street parking spaces required for an elementary school per the Dallas Development Code which equates to one and a half spaces per classroom, as required by the Dallas Development Code.

CPC Action – February 18, 2016:

Motion: It was moved to recommend **approval** of a Planned Development District for R-7.5(A) Single Family District and public school uses, subject to a development plan, landscape plan, traffic management plan and conditions on property zoned an R-7.5(A) Single Family District, on the northeast corner of Monterrey Avenue and Farola Drive.

Maker: Jung
Second: Houston
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Abtahi, Haney, Jung,
Housewright, Schultz, Peadon, Murphy,
Tarpley

Against: 0
Absent: 1 - Ridley
Vacancy: 0

Notices: Area: 500 Mailed: 198
Replies: For: 4 Against: 2

Speakers: For: Karl Crawley, 900 Jackson St., Dallas, TX, 75202
Against: None

DALLAS INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

District 1	Edwin Flores
District 2	vacant
District 3	Dan Micciche
District 4	Nancy Bingham, Board Secretary
District 5	Lew Blackburn, Ph.D., 2nd Vice President
District 6	Joyce Foreman
District 7	Eric Cowan, President
District 8	Miguel Solis, 1 st Vice President
District 9	Bernadette Nutall

CPC Recommended Conditions

“ARTICLE _____.

PD _____.

SEC. 51P-_____.101. LEGISLATIVE HISTORY.

PD _____ was established by Ordinance No._____, passed by the Dallas City Council on _____.

SEC. 51P- _____.102. PROPERTY LOCATION AND SIZE.

PD _____ is established on property located at the east corner of Farola Drive and Monterrey Avenue. The size of PD _____ is approximately 6.55 acres.

SEC. 51P- _____.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a residential zoning district.

SEC. 51P- _____.104. EXHIBITS.

The following exhibits are incorporated into this article:

- (1) Exhibit ___A: development plan.
- (2) Exhibit ___B: landscape plan.
- (3) Exhibit ___C: traffic management plan.

SEC. 51P- _____.105. DEVELOPMENT PLAN.

(a) For public school, development and use of the Property must comply with the development plan (Exhibit ___A). If there is a conflict between the text of this article and the development plan, the text of this article controls.

(b) For all other uses, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, and development schedule, do not apply.

SEC. 51P-____.107. MAIN USES PERMITTED.

(a) Except as provided in this section, the only main uses permitted are those main uses permitted in the R-7.5(A) Single Family District, subject to the same conditions applicable in the R-7.5(A) Single Family District, as set out in Chapter 51A. For example, a use permitted in the R-7.5(A) Single Family District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the R-7.5(A) Single Family District is subject to DIR in this district; etc.

(b) The following additional main use is permitted:

-- Public school other than an open-enrollment charter school.

SEC. 51P-____.108. ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

SEC. 51P-____.109. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the R-7.5(A) Single Family District apply.

(b) Public school.

(1) Setbacks from street.

(A) Farola Drive.

(i) Minimum setback is 25 feet.

(ii) Light poles, flag poles, and similar poles are allowed in the setback area.

(B) Monterrey Drive. Minimum setback is 10 feet.

(C) Itasca Drive. Minimum setback is eight feet.

(2) Rear yard. Minimum rear yard is 10 feet.

(3) Floor area. Maximum floor area is 75,000 square feet.

SEC. 51P- _____.110. OFF-STREET PARKING AND LOADING.

(a) Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) For a public school other than an open-enrollment charter school, one space per classroom is required. Off-street parking is permitted in required yards and is not required to be screened.

SEC. 51P- _____.111. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P- _____.112. LANDSCAPING.

(a) Except as provided in this section, landscaping must be provided in accordance with Article X.

(b) For a public school other than an open-enrollment charter school, landscaping must be provided as shown on the landscape plan (Exhibit ____B). If there is a conflict between the text of this article and the landscape plan, the text of this article controls.

(c) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P- ____ .113. SIGNS.

Signs must comply with the provisions for non-business zoning districts in Article VII.

SEC.51P-____.114. TRAFFIC MANAGEMENT PLAN.

(a) In general. Operation of a public school other than an open-enrollment charter school must comply with the traffic management plan (Exhibit ____ C).

(b) Queuing. Queuing is only permitted inside the Property.

(c) Traffic study.

(1) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the Director by November 1, 2017. After the initial traffic study, the Property owner or operator shall submit updates of the traffic study to the director by November 1st of each odd-numbered year.

(2) The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

(A) ingress and egress points;

(B) queue lengths;

(C) number and location of personnel assisting with loading and unloading of students;

(D) drop-off and pick-up locations;

(E) drop-off and pick-up hours for each grade level;

(F) hours for each grade level; and

(G) circulation.

(3) Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

(A) If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

(B) If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

(d) Amendment process.

(1) A traffic management plan may be amended using minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).

(2) The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

SEC. 51P- ____ .115. ADDITIONAL PROVISIONS.

(a) The Property must be properly maintained in a state of good repair and neat appearance.

(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

SEC. 51P- ____ .116. COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.”



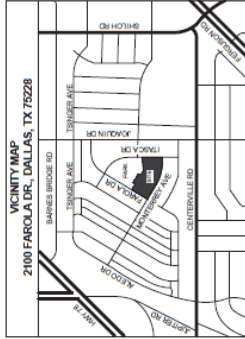
8711 LAMAR BLVD
PLANO, TEXAS 75075
P: 972.992.9000
F: 972.992.9001

Proposed Development Plan

DALLAS
Dallas
Independent
School
District
CASA VIEW E
BR4128
DALLAS
ADDRESS: 2100 FAROLA DRIVE
OWNER: DALLAS ISD
DATE: 11/15/2016
SCALE: FINAL PLANS

SHEET TITLE:

Z156-165
Page 2

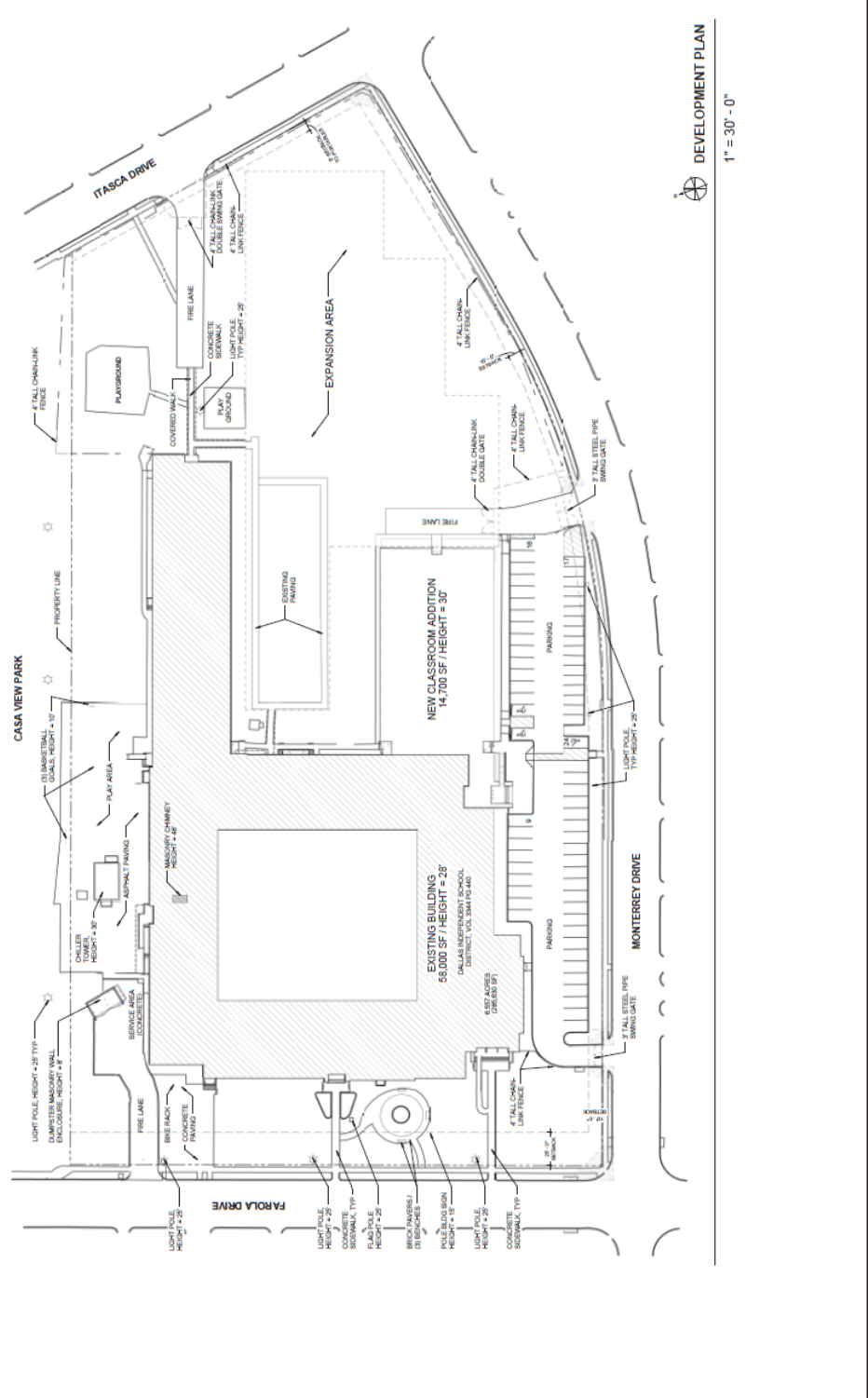


CASA VIEW ELEMENTARY SCHOOL

USE: PUBLIC SCHOOL (GRADES PRE-K - 5TH)
 MAX HEIGHT = 30' (48' AT CHIMNEY)
 STORIES = ONE
 CLASSROOMS = 44
 PARKING = 66 SPACES (3 ACCESSIBLE)

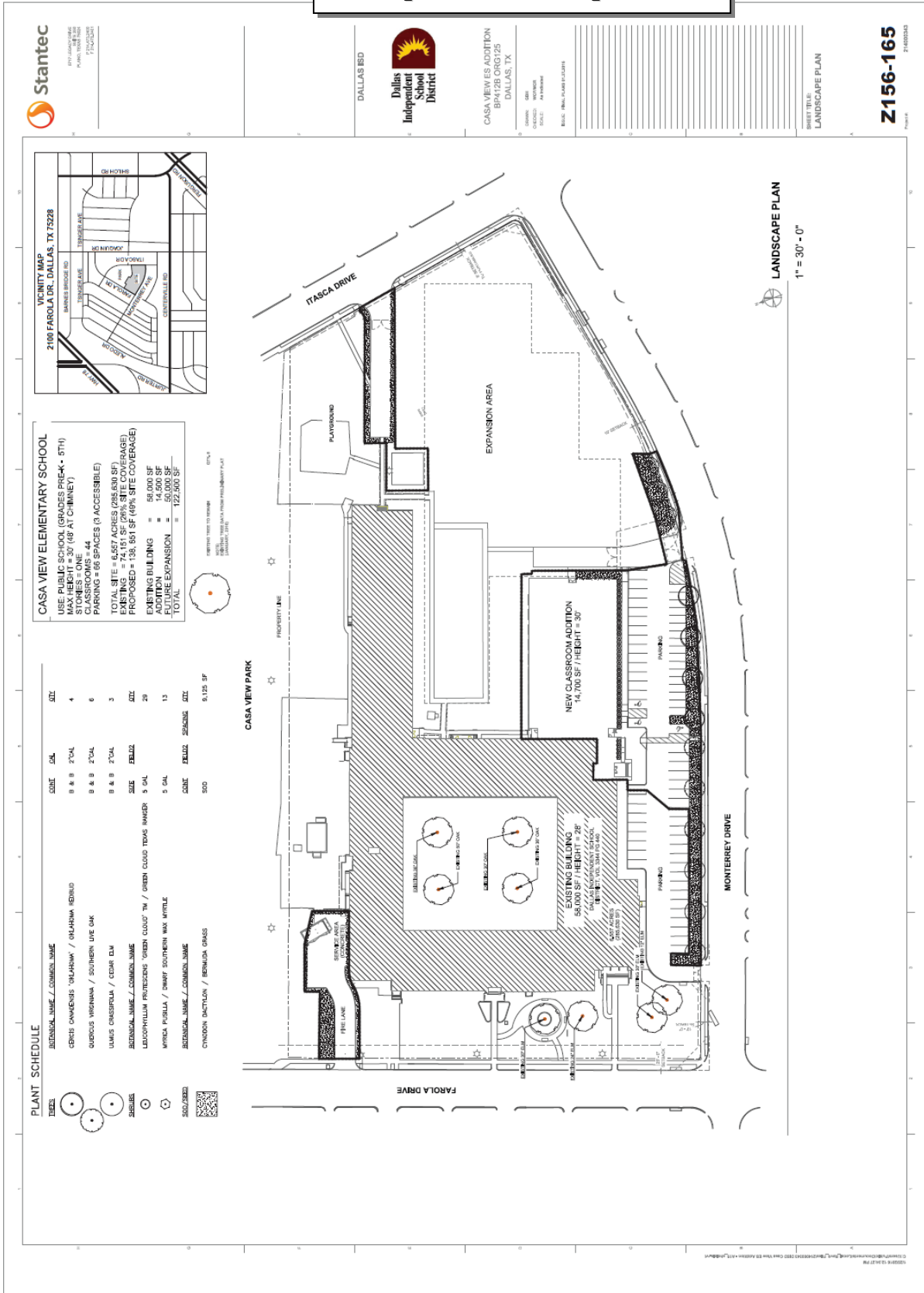
TOTAL SITE = 6.557 ACRES (285,630 SF)
 EXISTING = 74,151 SF (26% SITE COVERAGE)
 PROPOSED = 138,861 SF (49% SITE COVERAGE)

EXISTING BUILDING = 59,000 SF
 ADDITION = 14,700 SF
 FUTURE EXPANSION = 60,000 SF
 TOTAL = 122,500 SF



DEVELOPMENT PLAN
 1" = 30' - 0"

Proposed Landscape Plan



TRAFFIC MANAGEMENT PLAN FOR
CASA VIEW ELEMENTARY SCHOOL
DALLAS, TEXAS

DeShazo Project No. 15190

Prepared for:
Masterplan
900 Jackson Street, Suite 640
Dallas, Texas 75202

Prepared by:
DeShazo Group, Inc.
Texas Registered Engineering Firm F-3199
400 South Houston Street, Suite 330
Dallas, Texas 75202
214.748.6740



January 13, 2016



Traffic Management Plan for
Casa View Elementary School
~ DeShazo Project No. 15190 ~

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Table 1. School Operational Characteristics

LIST OF EXHIBITS:

Exhibit 1. Recommended Site Circulation Plan

APPENDIX



Technical Memorandum

To: Mr. Karl Crawley — Masterplan
From: David Nevarez, P.E. — DeShazo Group, Inc.
Date: January 13, 2016
Re: Traffic Management Plan for Casa View Elementary School in Dallas, Texas
DeShazo Project Number 15190

INTRODUCTION

DeShazo Group, Inc. (DeShazo) is an engineering consulting firm based in Dallas, Texas providing licensed engineers skilled in the field of traffic/transportation engineering. The services of DeShazo were retained by Masterplan on behalf of the Dallas Independent School District to provide a requisite traffic management plan (TMP) for the Casa View Elementary School campus located at 2100 N. Farola Drive in Dallas, Texas. The school is currently in operation at the subject site with an enrollment of approximately 712 students in Pre-Kindergarten through 5th grade. The school proposes to do a minor floor area expansion of the current facilities for additional classrooms; however, enrollment is not expected to increase by more than 31 students. A proposed site plan provided by Masterplan is attached for reference.

The school property is currently zoned R-7.5(A). In order to gain entitlements for the proposed improvements, DISD is seeking approval of a zoning change to a Planned Development District. If approved, the implementation of the proposed site and operational modifications are anticipated to take place before the start of the 2017-2018 school year.

As part of the approval process for Planned Development District, submittal of a TMP to the City of Dallas is required as a record of the preferred strategies to be used by the school to ensure overall traffic safety and efficiency. A TMP is intended to assess the existing and/or anticipated traffic conditions at the school during the morning drop-off and afternoon pick-up peak periods on the basis of satisfying these objectives. By consent of the TMP submittal, the school is agreeing to the strategies presented herein for which the school will be held self-accountable until and unless the City of Dallas deems further measures are appropriate.

TRAFFIC MANAGEMENT PLAN

A Traffic Management Plan (TMP) is important to safely achieve an optimum level of traffic flow and circulation during peak traffic periods associated with student drop-off and pick-up. By properly managing the vehicular traffic generated during the critical periods, the safety and efficiency of other modes of travel – including walking – will also inherently improve, and the operational impact on the public street system should also be minimized. The TMP should not be considered a comprehensive set of instructions to ensure adequate safety; however, it should be used as a tool to facilitate a safer and more efficient environment.

The analysis summarized below utilizes the proposed school site plan to evaluate aspects such as passenger loading/unloading and vehicle queuing (i.e., stacking) that occur at the school in order to accommodate the observed peak demands within the site. A concerted effort and full participation by the school administration, staff, students, and parents are encouraged to provide and maintain safe and efficient traffic operations. [NOTE: In this report the term “parent” refers to any parent, family member, legal guardian, or other individual who is involved in the pick-up or drop-off of one or more students at the school.]

School Operational Characteristics

Table 1 summarizes the known operational characteristics for Casa View Elementary School assumed in this analysis:

Table 1. School Operational Characteristics

	Existing Conditions	Proposed Conditions
Enrollment:	<i>Total (All grades): approximately 712 students in Pre-Kindergarten through 5th grade.</i>	<i>Total (All grades): approximately 743 students in Pre-Kindergarten through 5th grade. (no significant change)</i>
Daily Start/End Schedule	Grades Pre-K-5th: >Start: 7:55 AM >End: 2:55 PM	Grades Pre-K-5th: >Start: 7:55 AM <i>(no change)</i> >End: 2:55 PM <i>(no change)</i>
Approximate Percentage Travel by Mode:	By School Bus: <5% By Walking: <5% By Drop-off/Pick-Up: >90%	By School Bus: <5% <i>(no change)</i> By Walking: <5% <i>(no change)</i> By Other: >90% <i>(no change)</i>

NOTE #1: To the highest degree practical, the accounts of “existing conditions” presented in this report were based upon actual on-site observations conducted by DeShazo during typical school day(s) conditions and from personal interviews of school representatives. The analyses and recommendations presented in this report for “proposed” or “future” conditions were based upon evaluations of “existing conditions” and may be supplemented by DeShazo’s professional judgment and experience. “Proposed”/“Future” conditions are intended to reflect the anticipated day-to-day conditions at full occupancy.

NOTE #2: Occasional functions or other events may be held at the school, which generate traffic outside of the traditional peak drop-off and pick-up periods. While some of the measures presented in this report may be applicable in such cases, traffic characteristics other than those directly associated with the primary drop-off and pick-up periods are not the subject of this analysis.

Existing Traffic Conditions

Site Access and Circulation

The subject site currently provides a small parking area for faculty and staff, which is accessed from Monterrey Drive. However, no on-site area is available for student loading and unloading—all loading/unloading takes place within public rights-of-way. The site is also part of an entire block that comprises the school and an adjacent park. All adjacent public streets are two-lane, undivided roadways currently operating in both directions. Considering the need for waiting areas associated with student pick-up activities, parents currently park and/or stand on public streets surrounding the subject block.

Passenger Unloading/Loading and Vehicle Queuing

During the afternoon pick-up period, the vast majority of students are transported by parents in personal vehicles. The school does not provide a loading station for students. Currently, vehicles approach the school from different directions and park on both sides of the streets. School faculty and staff facilitate loading/unloading of students to/from the school property by mustering their corresponding group towards the edges of the school property. Staff also carries small signs with their name and grade for parent to better identify students' grade group. However, once in position, students are dismissed with the ability to exit the school property through one of several access points. There are six breaks along the fence facing Monterrey Drive and Itasca Drive through which students exit towards their pick-up vehicles.

The vast majority of students are transported by parents who drive personal vehicles and drop-off/pick-up their children. The surrounding streets become very congested with vehicles during the corresponding morning and afternoon periods; however, conditions are generally very orderly.

Based upon field observations conducted by DeShazo during typical school-day conditions in Fall 2015, the peak number of parent-vehicles accessing site during the afternoon pick-up period was approximately 200, including vehicle in queue or parked on-street.

NOTE: The same operation is in effect during the morning; however, the overall volume of vehicles is less concentrated during the morning, so the peak vehicle demand are lower than in the afternoon. Therefore, detailed analysis results are based upon the afternoon pick-up period.

Recommendations

The following recommendations are provided by DeShazo to Casa View Elementary School for the management of vehicular traffic generated by the school during peak traffic conditions. [NOTE: Generally, traffic delays and congestion that occurs during the afternoon pick-up period is notably greater than the traffic generated during the morning drop-off period due to the timing and concentration characteristics. In most instances, achieving efficiency during the afternoon period is most critical, while the morning traffic operations require nominal active management. Therefore, except where stated otherwise, the recommendations provided herein pertain specifically to the afternoon period operations.]

School faculty will continue to dismiss students through three access points on each side of the property (Farola Drive, Monterey Avenue, and Itasca Drive). Additional general recommendations will also better accommodate the traffic needs of the school and facilitate an enforceable and safe management plan:

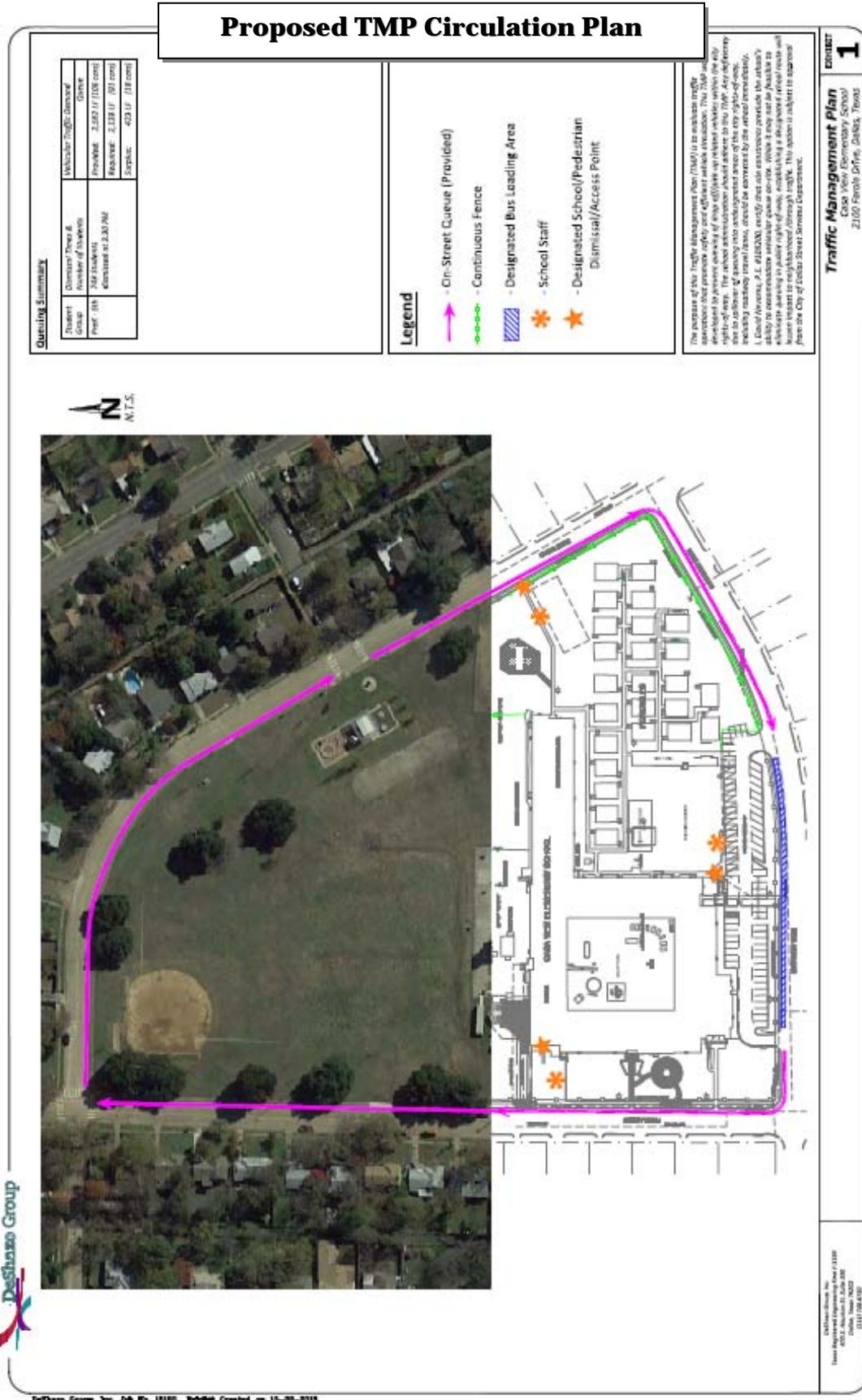
- To maximize personal safety, passenger loading/unloading within the public right-of-way should strive to only occur in areas designated the City of Dallas.
- To minimize liabilities, no persons other than deputized officers of the law (including crossing guards) should engage or attempt to influence traffic operations in public right-of-way.
- The full cooperation of all school staff members, students, and parents is crucial for the success of a Traffic Management Plan. Proper training of school staff on the duties and expectations pertaining to the Plan is recommended. Sufficient communications at the beginning of each school term (and otherwise, as needed) with students and parents on their duties and expectations is also recommended.

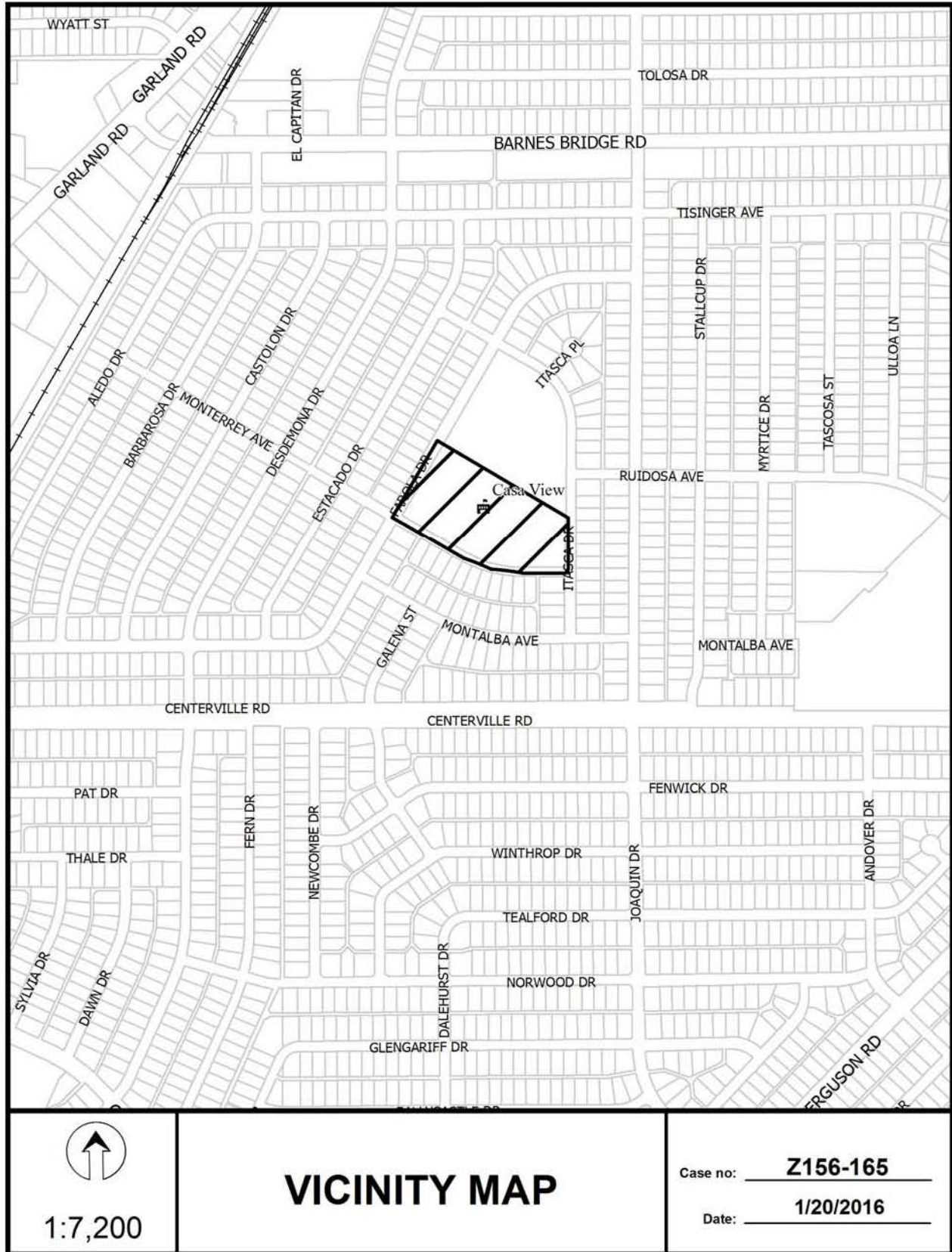
Although traffic congestion is appreciable under current condition, there is no known history of traffic accidents. Based upon DeShazo's review of the proposed site conditions and the anticipated needs of traffic during peak conditions, it is recommended that the proposed circulation plan and traffic operations be maintained. The existing conditions are also a result of an investment in resources and refinements made by the school and by the City of Dallas over many years. Given that the traffic demands are not expected to change and no additional resources or space expansion options are available, the status quo is considered to provide the best alternatives and has the advantage of familiarity. **Exhibit 1** provides a graphical summary of the existing/recommended circulation plan.

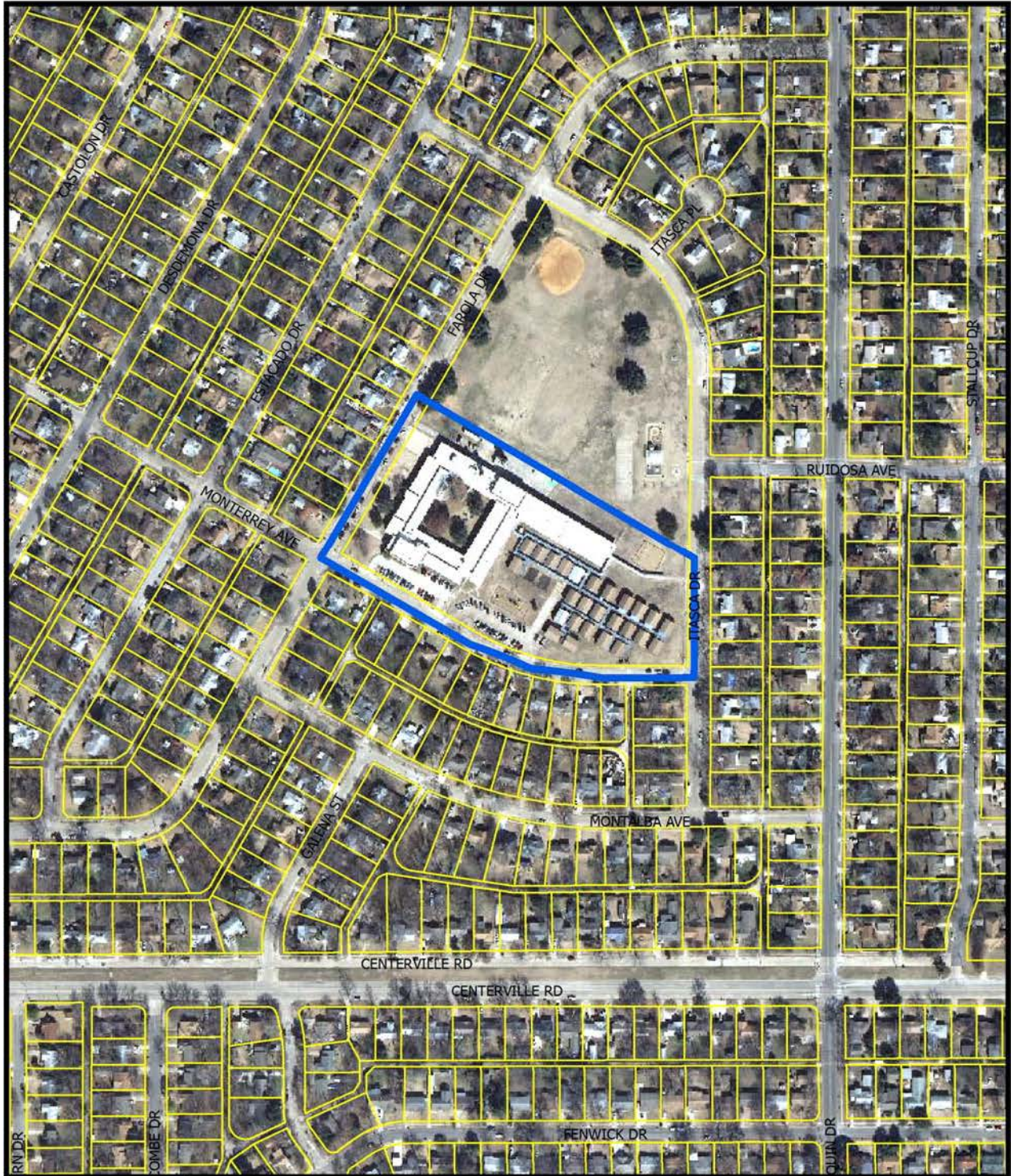
SUMMARY

This TMP is to be used by Casa View Elementary School to provide safe and efficient transportation of students, staff, and faculty to and from the site. The Plan was developed with the intent of optimizing safety and efficiency and the goal of accommodating vehicular traffic generated by the school at peak traffic periods within the site. The details of the TMP shall be reviewed by the school on a regular basis to confirm its effectiveness.

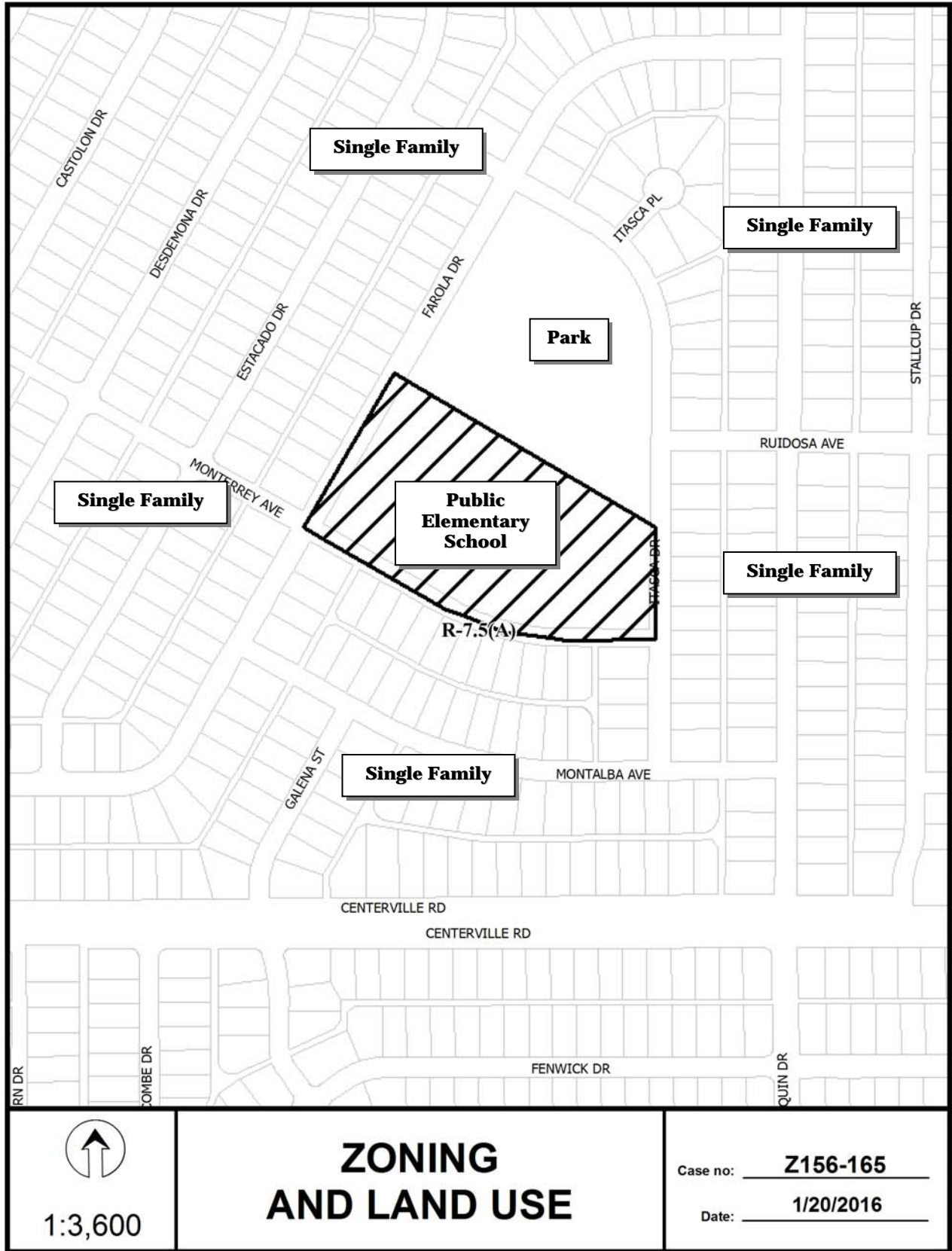
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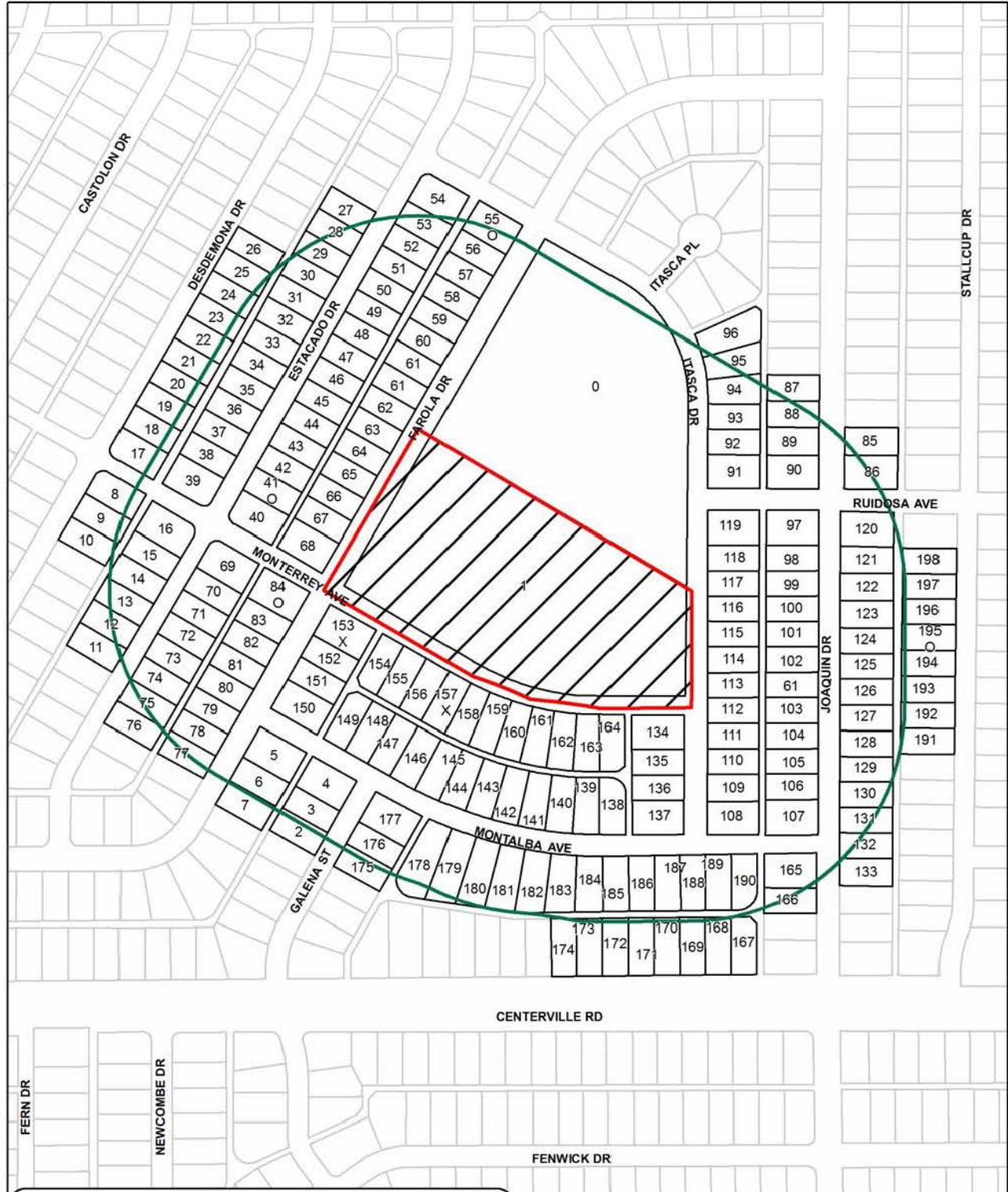






 1:3,600	<h1>AERIAL MAP</h1>	Case no: <u> Z156-165 </u> Date: <u> 1/20/2016 </u>
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198	Property Owners Notified (201 parcels)
4	Replies in Favor (4 parcels)
2	Replies in Opposition (2 parcels)
500'	Area of Notification
2/18/2016	Date

Z156-165
CPC



1:3,600

02/17/2016

Reply List of Property Owners***Z156-165******198 Property Owners Notified******4 Property Owners in Favor******2 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	2100	N FAROLA DR	Dallas ISD
2	10729	GALENA ST	EARGLE WILLIAM R
3	10733	GALENA ST	VERNON PHYLLIS
4	10739	GALENA ST	HAGAN JAMES M
5	2044	FAROLA DR	FOSTER ROBERT W JR &
6	2038	FAROLA DR	BUTLER MELVIN R
7	2034	FAROLA DR	ESCOBEDO J JESUS MARTINEZ
8	10942	DESDEMONA DR	HUTCHESON DONNA L
9	10938	DESDEMONA DR	DIANE NELSON REVOCABLE
10	10934	DESDEMONA DR	TALLENT CHARLES H III
11	10839	ESTACADO DR	PACHECO JOSE OMAR
12	10845	ESTACADO DR	NOACK MATTHEW AUGUST
13	10849	ESTACADO DR	RODARTE MARCELINO TR
14	10853	ESTACADO DR	RUIZ ANGELINA
15	10857	ESTACADO DR	MURRAY EMORY
16	10863	ESTACADO DR	CASTILLO ISIDRO J
17	11002	DESDEMONA DR	JENSEN 1987 REVOCABLE LIVING TRUST THE
18	11008	DESDEMONA DR	PAXTON SANDRA
19	11012	DESDEMONA DR	MCILVAIN WILLIAM FRANK SR
20	11018	DESDEMONA DR	TREJO ROGELIO & FRANCISCA
21	11022	DESDEMONA DR	BLAIR KENNETH D
22	11102	DESDEMONA DR	PARKER JAMES L
23	11106	DESDEMONA DR	PIKE STEVEN RAY &
24	11112	DESDEMONA DR	BURRIS JUANITA
25	11116	DESDEMONA DR	VAZQUEZ JOCKYS &
26	11122	DESDEMONA DR	SALAS DARIO CAMPUSANO &

02/17/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	11203 ESTACADO DR	CHAVEZ MARIA DELALUZ ARRIAGA
	28	11117 ESTACADO DR	GUY BRUCE M & DIANE R
	29	11111 ESTACADO DR	HERNANDEZ JOSE D
	30	11107 ESTACADO DR	FLORES ARTEMIO P
	31	11103 ESTACADO DR	ENGLAND RICHARD DEWAYNE
	32	11023 ESTACADO DR	WEST GRETCHEN
	33	11017 ESTACADO DR	GARCIA RAMON ESQUIVEL & NORMA ALICIA
	34	11011 ESTACADO DR	ARRRIAGA LAURA
	35	11007 ESTACADO DR	MUNOZ JOHANNA L
	36	11003 ESTACADO DR	PENNYMAC CORP
	37	10915 ESTACADO DR	YOUNG MICKEY D
	38	10909 ESTACADO DR	FRIAS DAVID V
	39	10905 ESTACADO DR	VILLARREAL CONRAD
	40	10904 ESTACADO DR	SPECK LONNIE L & NANCY C
O	41	10908 ESTACADO DR	TOVAR RAMON & CLEMENTINA
	42	10914 ESTACADO DR	LANDA CECILLA
	43	11002 ESTACADO DR	HURTADO JOSE P
	44	11006 ESTACADO DR	ROMERO JOSE A
	45	11012 ESTACADO DR	MALLORY RAY & MELISSA
	46	11016 ESTACADO DR	MUSSO NICK FRANK JR
	47	11022 ESTACADO DR	SMITH MARIA I &
	48	11102 ESTACADO DR	GOMEZ GUILLERMO &
	49	11106 ESTACADO DR	MUNOZ LUCINO & JULIA E
	50	11112 ESTACADO DR	MCKINNEY JULIE
	51	11116 ESTACADO DR	FRIEND MARY DULCIA
	52	11202 ESTACADO DR	MUNOZ MONICA
	53	11206 ESTACADO DR	FLORES CRYSTAL
	54	11214 ESTACADO DR	MUNOZ JULIA E
O	55	2175 FAROLA DR	STRACENER CHARLOTTE A
	56	2171 FAROLA DR	JOHNSON ERIC
	57	2165 FAROLA DR	HENRY SHIRLEY

02/17/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	2161 FAROLA DR	NIMNIC RICHARD
	59	2155 FAROLA DR	MOORE VICKEY GWYN MOORE
	60	2151 FAROLA DR	4TH OF JULY PROPERTIES LLC
	61	2145 FAROLA DR	HADEN JOHN D
	62	2135 FAROLA DR	MJ REALTY INVESTMENT
	63	2131 FAROLA DR	REED PATRICK K &
	64	2125 FAROLA DR	ACEVEDO LUIS & MARIA L
	65	2121 FAROLA DR	CODDINGTON DEBORAH KAY
	66	2115 FAROLA DR	JUAREZ SALVADOR
	67	2109 FAROLA DR	SIMMONS TERRY L
	68	2105 FAROLA DR	THORNTON BETTY L
	69	10860 ESTACADO DR	MIRANDA ANTONIO L &
	70	10854 ESTACADO DR	HOCHER MARY JANE
	71	10848 ESTACADO DR	SANCHEZ ARTURO & HILARIA
	72	10844 ESTACADO DR	ROSAS JUAN CARLOS
	73	10840 ESTACADO DR	SANCHEZ AUGUSTO
	74	10834 ESTACADO DR	ZUNIGA JESSICA J
	75	10830 ESTACADO DR	MCSHANE MAUREEN S
	76	10824 ESTACADO DR	TOVAR VICTOR MANUEL &
	77	2029 FAROLA DR	MYLES CHARLES
	78	2035 FAROLA DR	SHERRIN RANDALL
	79	2039 FAROLA DR	YORK B J
	80	2043 FAROLA DR	PEREZ RAMON
	81	2047 FAROLA DR	KENNEY MARY J
	82	2053 FAROLA DR	ROCHA ARNULFO
	83	2057 FAROLA DR	MORA EVARISTO JR
O	84	2065 FAROLA DR	HAFERTEPE WILLIAM DENNIS
	85	11008 JOAQUIN DR	GUERRA JAMES
	86	11004 JOAQUIN DR	SAENZ LOIS
	87	11019 JOAQUIN DR	BONILLA ALFREDO
	88	11015 JOAQUIN DR	GALLEGOS JOSE & MARIA N

02/17/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
89	11009	JOAQUIN DR	HURTADO RAMIRO G
90	11005	JOAQUIN DR	RESENDEZ ANTONIO
91	11004	ITASCA DR	HERNANDEZ JUANITA & PEDRO
92	11008	ITASCA DR	IBARRA JUAN & ASHLI
93	11014	ITASCA DR	ANGEL DANNY
94	11018	ITASCA DR	OLIVA ELVIRA
95	11024	ITASCA DR	GUZMAN RAMON & LAURA N
96	11030	ITASCA DR	SANDOVAL MARGARET C
97	10929	JOAQUIN DR	HERNANDEZ JUANITA T
98	10923	JOAQUIN DR	MCCOLL CASSANDRA
99	10919	JOAQUIN DR	CP ORIGINATIONS LTD
100	10913	JOAQUIN DR	AZIZ MAJID & FOZIA
101	10909	JOAQUIN DR	CARRERA IGNACIO M &
102	10903	JOAQUIN DR	TORRES RAFAEL G
103	10825	JOAQUIN DR	JUAREZ SUSANA
104	10819	JOAQUIN DR	CHAVEZ ALEJANDRO &
105	10815	JOAQUIN DR	RODRIQUEZ ELOISA
106	10811	JOAQUIN DR	BRIONES SARA
107	10805	JOAQUIN DR	MARTINEZ YOLANDA S
108	10804	ITASCA DR	REYES ENRIQUETA M
109	10810	ITASCA DR	EMBRY NANCY
110	10814	ITASCA DR	CAMPOS ENEDINA L
111	10818	ITASCA DR	FRAUSTO JESUS J &
112	10824	ITASCA DR	TRIPLETT DANNY & SABRINA
113	10902	ITASCA DR	ROBISON KAREN
114	10906	ITASCA DR	AYALA JOSE
115	10912	ITASCA DR	GARCIA JOSE L
116	10916	ITASCA DR	HUMPHRIES KEITH A
117	10920	ITASCA DR	CRUZ GUADALUPE
118	10926	ITASCA DR	MENDOZA ROGELIO P &
119	10932	ITASCA DR	SHERRIN RANDALL

02/17/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	120	10928 JOAQUIN DR	GUZMAN SALVADOR O
	121	10922 JOAQUIN DR	ALCARAZ ADRIANA
	122	10918 JOAQUIN DR	GUZMAN ANGEL & PERLA
	123	10912 JOAQUIN DR	WHITE DAVID
	124	10908 JOAQUIN DR	CHENNAULT DOROTHY LIFE ESTATE
	125	10902 JOAQUIN DR	ANDRADE LUCIA
	126	10826 JOAQUIN DR	RAMOS CARMEN G
	127	10822 JOAQUIN DR	NUNEZ JOSE L & BLANCA E
	128	10816 JOAQUIN DR	FEGETTE GERALD LEE
	129	10812 JOAQUIN DR	LUNA FERNANDO
	130	10806 JOAQUIN DR	HILL STEVEN & MARY
	131	10802 JOAQUIN DR	TIDEWALKER PROPERTIES LLC
	132	10724 JOAQUIN DR	PRICE EVELYN Y
	133	10720 JOAQUIN DR	WILLIS TRACYE
	134	10821 ITASCA DR	PADILLA FELIPE & MARIA
	135	10815 ITASCA DR	ARAMBULA MARIA
	136	10809 ITASCA DR	GUERRERO ROMERO JUAN MANUEL
	137	10805 ITASCA DR	JACKSON DAVON
	138	2145 MONTALBA AVE	SMITH MARGARET WILLETTE K
	139	2141 MONTALBA AVE	RIOS SANDRA
	140	2135 MONTALBA AVE	CERVANTES JOSE A
	141	2129 MONTALBA AVE	OGLE SAUNDRA KAY
	142	2125 MONTALBA AVE	WILT ANDREW C
	143	2119 MONTALBA AVE	RIOS ALFREDO & MARIA C
	144	2115 MONTALBA AVE	OVERSTREET BRENDA S
	145	2109 MONTALBA AVE	OFFIELD MATTHEW &
	146	2103 MONTALBA AVE	FARRIS FRANK M III
	147	2025 MONTALBA AVE	GARCIA FIDELINA
	148	2019 MONTALBA AVE	WEED KELLY & KATHY
	149	2015 MONTALBA AVE	LOLLOLA EMILY
	150	2054 FAROLA DR	KOSTER PPTIES

02/17/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	151	2058 FAROLA DR	SCOTT TOM R
	152	2064 FAROLA DR	HAYES LON R
X	153	2070 FAROLA DR	ESQUIVEL LUZ A & OLGA LINDA Z LIFE ESTATE
	154	2112 MONTERREY AVE	CAW THOMAS
	155	2116 MONTERREY AVE	ALLEN JUSTIN S
	156	2122 MONTERREY AVE	CHAUDRY MOHAMMED I
X	157	2126 MONTERREY AVE	WHITON MARLENE D
	158	2130 MONTERREY AVE	MONTEAGUDO JOSE L &
	159	2134 MONTERREY AVE	REYES MARIA S
	160	2140 MONTERREY AVE	GARCIA MIGUEL
	161	2144 MONTERREY AVE	KENTON STEPHEN WILLIAM
	162	2148 MONTERREY AVE	JUAREZ EFRAIN & AURORA
	163	2154 MONTERREY AVE	HUTCHESON DONNA
	164	2160 MONTERREY AVE	MARTINEZ FATIMA KARINA
	165	10721 JOAQUIN DR	MENDEZ CANDI
	166	10715 JOAQUIN DR	DELACRUZ JOSE M &
	167	2241 CENTERVILLE RD	FORWARD KOTTO UMOJA
	168	2237 CENTERVILLE RD	THOMAS DONNA L
	169	2231 CENTERVILLE RD	REISMAN HARRIET
	170	2227 CENTERVILLE RD	TONG KAY CHAN & ZHE QIAN
	171	2223 CENTERVILLE RD	AGUILERA RAUL & DOLORES P
	172	2217 CENTERVILLE RD	SOTO MARIA
	173	2211 CENTERVILLE RD	IBARRA VICENTE
	174	2207 CENTERVILLE RD	RAMOS RAMIRO &
	175	10726 GALENA ST	CAREY JESSE L JR
	176	10730 GALENA ST	LEE DOROTHY C
	177	10736 GALENA ST	CUNY MARY JO
	178	2114 MONTALBA AVE	CARD DERRYL B
	179	2118 MONTALBA AVE	SMITH ALAN
	180	2122 MONTALBA AVE	SORIANO ADELAIDA A
	181	2128 MONTALBA AVE	NAVARRO MA DOLORES

02/17/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	182	2132 MONTALBA AVE	JOHNSON JEFFREY S & MORAG
	183	2136 MONTALBA AVE	RAMOS LESLY E
	184	2140 MONTALBA AVE	TREVINO LOUIS &
	185	2144 MONTALBA AVE	NICHOLAS LINDA E
	186	2150 MONTALBA AVE	LANNON MICHAEL P
	187	2154 MONTALBA AVE	GUZMAN MOISES
	188	2158 MONTALBA AVE	HUSKEY PAULA KAYE &
	189	2202 MONTALBA AVE	DUNCAN CAROL S
	190	2206 MONTALBA AVE	LOGAN JENNIFER
	191	10821 STALLCUP DR	BOEGLIN DAVID MICHAEL &
	192	10827 STALLCUP DR	THOMPSON ROBBIE & BRENDA
	193	10831 STALLCUP DR	CUELLAR MARTIN & PETRA G
	194	10903 STALLCUP DR	VENCILL JIM
O	195	10907 STALLCUP DR	LANHAM KATHRYN M
	196	10911 STALLCUP DR	BELTRAN NOE &
	197	10917 STALLCUP DR	HERNANDEZ ADAM H &
	198	10921 STALLCUP DR	RAMIREZ FERMIN

AGENDA ITEM # 71

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 3
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 52 W

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an IR Industrial/Research District on property zoned an A(A) Agricultural District on the southeast corner of West Kiest Boulevard and Ledbetter Drive
Recommendation of Staff and CPC: Approval
Z156-178(OTH)

FILE NUMBER: Z156-178(OTH)

DATE FILED: January 6, 2016

LOCATION: Southeast corner of West Kiest Boulevard and Ledbetter Drive

COUNCIL DISTRICT: 3

MAPSCO: 52-W

SIZE OF REQUEST: Approx. 13.05 acres

CENSUS TRACT: 165.20

APPLICANT / OWNER: WWF Operating Company c/o Harold Gingsburg

REPRESENTATIVE: Barry Knight & Brad Williams, Winstead PC

REQUEST: An application for an IR Industrial/Research District on property zoned an A(A) Agricultural District.

SUMMARY: The applicant requests to rezone property adjacent to property they own that is already zoned IR. The applicant is not proposing any specific use or development on the property at this time.

CPC RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The proposed zoning district will be consistent with the existing development in the surrounding area. The property is surrounded by industrial, institutional and undeveloped uses.
2. *Traffic impact* – The proposed development is located on a principal arterial street. The existing street system can accommodate the request.
3. *Comprehensive Plan or Area Plan Conformance* – The forwardDallas! Comprehensive Plan states that this area is within the Industrial Building Block. The requested zoning district is consistent with the Industrial Building Block.

Zoning History: There have not been any recent zoning changes in the area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
West Kiest Blvd.	Principal Arterial	120 feet
Ledbetter Drive	Local	100 feet

STAFF ANALYSIS:

Comprehensive Plan:

The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request. The Plan classifies the area as Industrial Building Block.

Industrial Areas, which offer important employment opportunities, occupy large areas of land and usually are near major roads and heavy rail lines. Evolving technology and the need for freight movement through Dallas to the rest of the country and internationally means this sector can offer good opportunities for jobs. Logistics and warehousing, a growing industry with strong potential for upward mobility of skilled workers, would thrive in such areas. Examples include Southport and the Agile Port, parts of West Dallas along I-30, and the Stemmons industrial area. These areas include a mix of low- and medium-density industrial buildings and industrial yards and have large surface parking for cars and trucks. Industrial Areas rely on quality road access and may be linked to rail

Z145-178(OTH)

for freight purposes. Street lanes are wide and intersections are large. Transit, sidewalks and other pedestrian improvements are limited.

IR Industrial Research districts have the least intense industrial uses. They also exclude more intense commercial uses. Given the existing area, the request is generally in conformance with the Comprehensive Plan.

Surrounding Land Uses:

	Zoning	Land Use
Site	A(A)	Undeveloped
North	A(A)	Undeveloped
East	IR	Undeveloped & industrial complex
South	IR	Industrial and warehouse use
West	MF-1(A)	Institutional (Centro Parroquial Comunitario)

Land Use Compatibility:

The request site is approximately 1.99 acres and is currently undeveloped. The property is currently surrounded by undeveloped land and industrial and warehouse uses. There are no residential or retail uses in the area.

Parking:

Pursuant to the Dallas Development Code, off-street parking and loading must be provided in accordance with Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

Landscaping:

All landscaping for any development must comply with the requirements of Article X.

CPC ACTION – March 3, 2016

Motion: It was moved to recommend **approval** of an IR Industrial/Research District on property zoned an A(A) Agricultural District on the southeast corner of West Kiest Boulevard and Ledbetter Drive.

Maker: Peadon
Second: Anglin
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

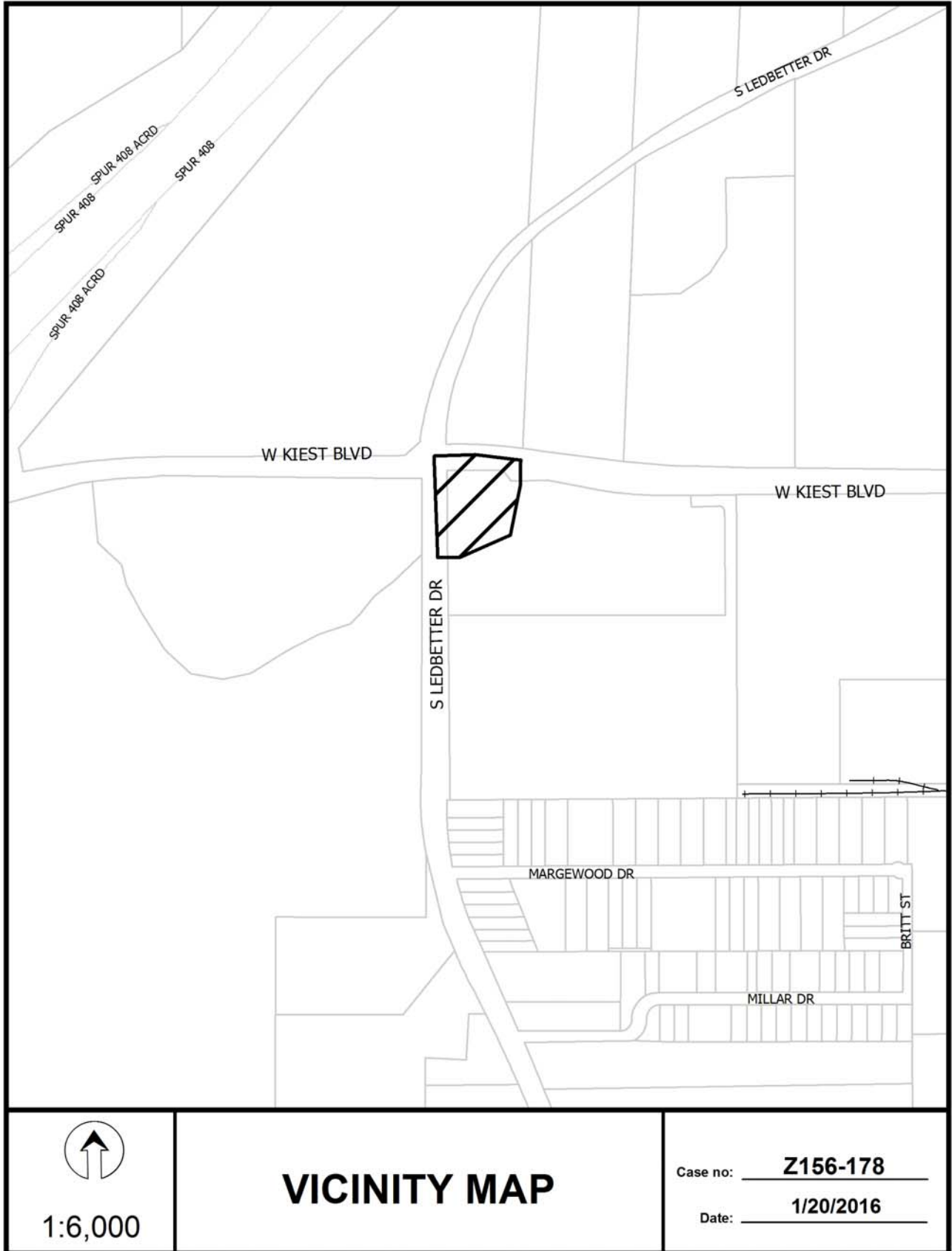
Against: 0
Absent: 1 - Abtahi
Vacancy: 0

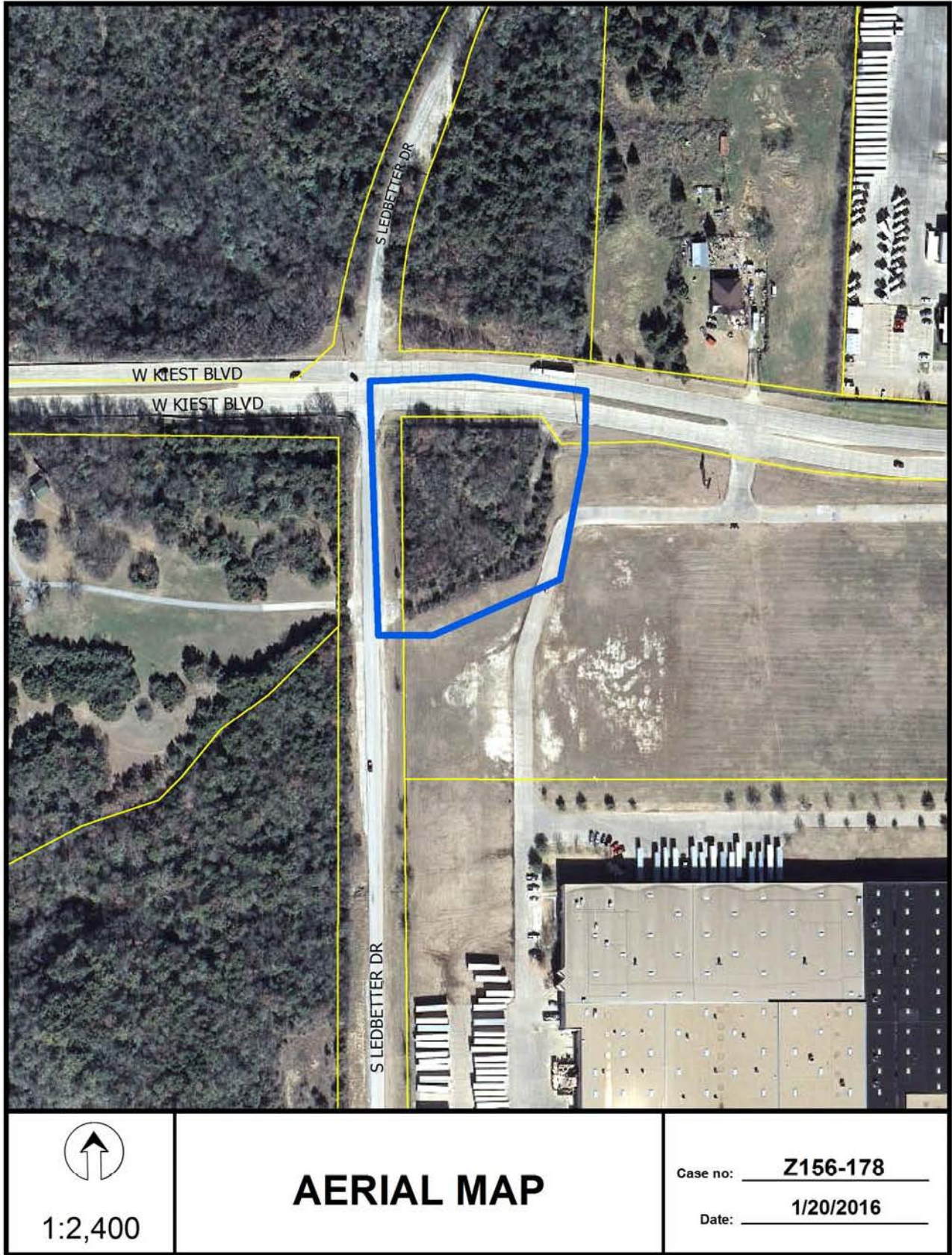
Notices: Area: 300 Mailed: 7
Replies: For: 1 Against: 0
Speakers: None

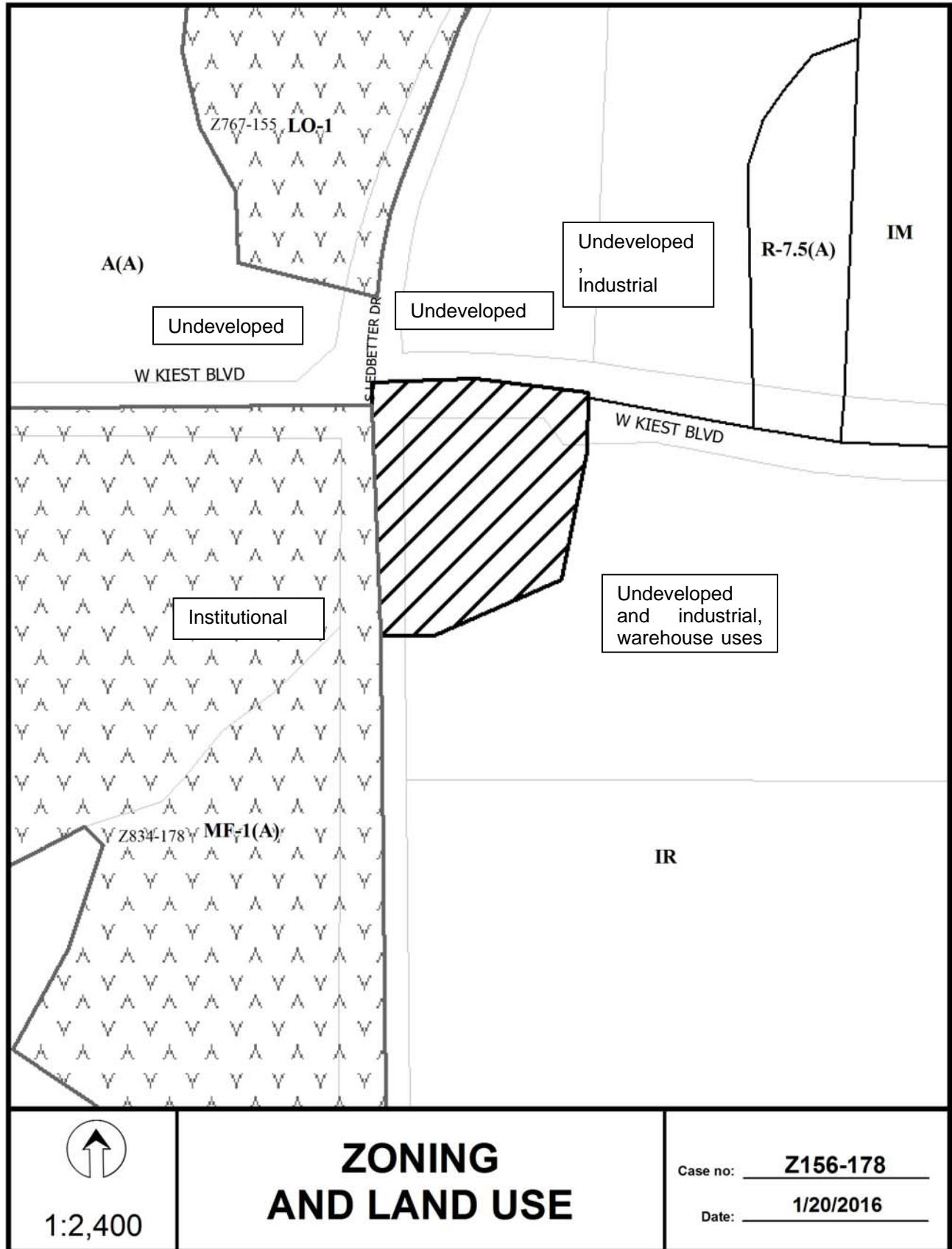
Partners & Principles

WWF Operating Company

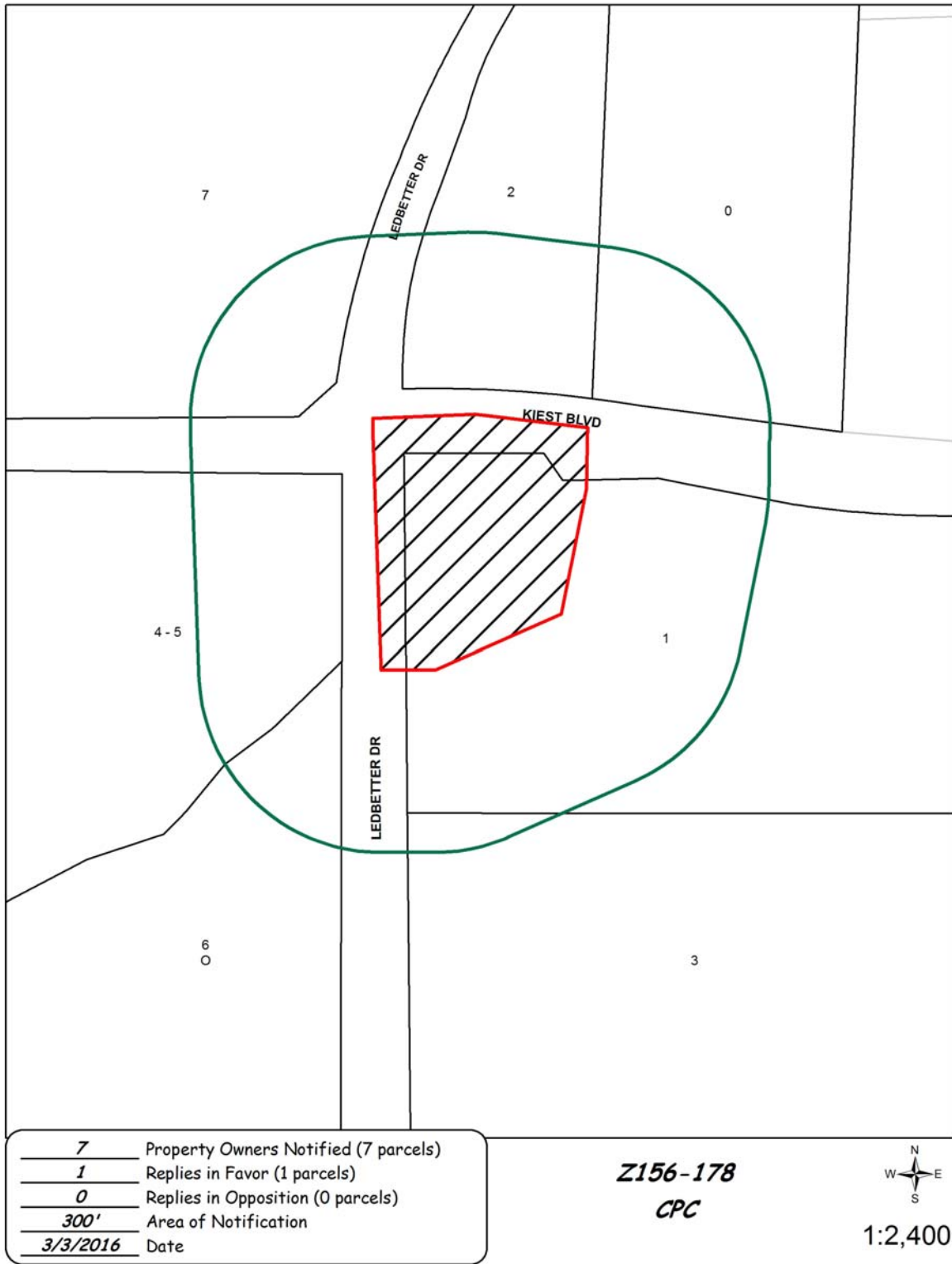
Gregg L. Engles
Kelly J. Haecker
Blaine E. McPeak
Kevin C. Yost
Bernard P.J. Deryckere
Edward F. Fugger
Roger E. Theoreddi
Thomas N. Zanetich







CPC RESPONSES



03/02/2016

Reply List of Property Owners

Z156-178

7 Property Owners Notified

1 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	5800 W KIEST BLVD	8600 ROYAL INC
	2	3000 S LEDBETTER DR	UNITED STATES OF AMERICA
	3	5800 W KIEST BLVD	LBA RV COMPANY I LLC
	4	6000 W KIEST BLVD	ROMAN CATHOLIC DIOCESE OF DALLAS
	5	6000 W KIEST BLVD	ROMAN CATHOLIC DIOCESE OF DALLAS
	7	3001 S LEDBETTER DR	UNITED STATES OF AMERICA
O	A1	7500 W KIEST BLVD	SOUTHWEST REG CONF ASSN OF

AGENDA ITEM # 72

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 5
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 59 K

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for R-7.5(A) Single Family District and private school uses and an ordinance repealing Specific Use Permit No. 948 for a private school on property zoned an R-7.5(A) Single Family District, on the northeast corner of San Leon Avenue and North St. Augustine Drive
Recommendation of Staff and CPC: Approval, subject to a development plan, landscape plan, traffic management plan, and conditions
Z156-179(SM)

FILE NUMBER: Z156-179(SM)

DATE FILED: January 6, 2016

LOCATION: Northeast corner of San Leon Avenue and North St. Augustine Drive

COUNCIL DISTRICT: 5

MAPSCO: 59K

SIZE OF REQUEST: Approximately 9.92 acres

CENSUS TRACT: 118.00

APPLICANT: Kelby Woodard, Cristo Rey Dallas College Preparatory

OWNER: Roman Catholic Diocese of Dallas

REPRESENTATIVE: William S. Dahlstrom, Jackson Walker LLP

REQUEST: An application for a Planned Development District for R-7.5(A) Single Family District and private school uses and to repeal Specific Use Permit No. 948 for a private school on property zoned an R-7.5(A) Single Family District.

SUMMARY: The applicant proposes to construct one- and two-story additions and an athletic field to the existing Cristo Rey Dallas College Preparatory School and to establish setbacks, landscaping, and parking requirements. The total floor area of the buildings, including the church, convent, and school, are proposed to increase from 16,381 square feet to 121,982 square feet over four phases of construction.

CPC RECOMMENDATION: Approval, subject to a development plan, landscape plan, traffic management plan, and conditions.

STAFF RECOMMENDATION: Approval, subject to a development plan, landscape plan, traffic management plan, and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommends approval of the planned development district based upon:

1. *Performance impacts upon surrounding property* – The school additions are compatible in size and character to the existing school and surrounding properties. Maximum building heights of each phase is listed for each phase of construction on the development plan. The most sensitive area is the new addition that will front on San Leon Avenue. This addition is limited to a maximum 29 feet in height for the portion of the building that is between 82 and a quarter foot to a distance of 122 and a half feet from the nearest private property on the south side of San Leon Avenue and increases to a maximum 38 feet as the additions are proposed further north. The maximum 29 feet in height for this area nearest San Leon Avenue mimics a residential proximity slope that would have limited these two extents to just under 27 and a half feet and just under 41 feet in height. The proposed alternative stepping height effect shown on the development plan allows the additions to be compatible in scale to the surrounding properties.
2. *Traffic impact* – The Traffic Safety and Engineering Sections have approved the application and no significant impacts to traffic are foreseen at this time.
3. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas! Comprehensive Plan* indicates that this area is in a Residential Neighborhood Building Block. The request is consistent with this building block.
4. *Justification for PD Planned Development District Zoning as opposed to a straight zoning district* – The unique characteristic that justifies a planned development district is that the site’s immediate adjacent properties, on the north and east of the site, are public utility services. Although both of these neighbors are allowed within residential zoning districts, the additional side yard setback need not be observed as the physical separation that the utilities provide to surrounding residences will ensure compatible development.

BACKGROUND INFORMATION:

- The site was annexed into the City of Dallas on December 18, 1951 according to the City of Dallas plat books.
- The first aerial photograph of the site with development shown is from 1968.

Z156-179(SM)

- The site was remodeled with a permit from 1970 and in 1983 a permit was issued for additions to the church.
- On October 15, 1986, Council approved Specific Use Permit No. 948 for a private school.

Zoning History: There have been no recent zoning cases relevant to this request in the vicinity in the last five years.

<u>Thoroughfare/Street</u>	<u>Designation</u>	<u>Dimension</u>
St. Augustine Drive	Collector	Minimum 4 lanes-undivided-60' ROW
San Leon Avenue	Local	50'm ROW

STAFF ANALYSIS:

Comprehensive Plan:

The request site is located in an area considered a Residential Neighborhood Building Block. This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections.

Land Use Compatibility:

Surrounding uses consist of single family to the south, monastery and church parking to the west, and public utility uses to the north and east. Because the school's adjacent neighbors are public utility uses, the reductions to the setbacks are more compatible than if the site shared its block face with single family properties.

Staff recommends approval of the planned development regulations because (1) a private school has been a long-time land use on the parcel, (2) the applicant has obtained approval from both the Traffic Safety Engineering Section of the Street Services Department and the Engineering Section of Sustainable Development and Construction therefore reducing traffic concerns and (3) the addition is compatible in size and character to the existing school and surrounding properties.

Landscaping: The landscaping shown on the landscape plan has been reviewed and

recommended for approval from the Chief Arborist.

Parking: The request is providing the minimum number of off-street parking spaces required for a high school per the Dallas Development Code which equates to nine and a half spaces per classroom, as required by the Dallas Development Code. With 21 high school classrooms proposed, a minimum 200 parking spaces are required. The request proposes to provide 219 parking spaces for the proposed full build out of the school. The new east parking lot is proposed in the first phase where an addition is proposed.

CPC Action – March 3, 2016:

Motion: It was moved to recommend **approval** of a Planned Development District for R-7.5(A) Single Family District and private school uses and to repeal Specific Use Permit No. 948 for a private school, subject to a development plan, revised landscape plan, traffic management plan, and staff’s recommended conditions (as briefed) on property zoned an R-7.5(A) Single Family District, on the northeast corner of San Leon Avenue and North St. Augustine Drive.

Maker: Shidid
Second: Murphy
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Abtahi
Vacancy: 0

Notices: Area: 500 Mailed: 105
Replies: For: 5 Against: 5

Speakers: For: William Dahlstrom, 2323 Ross Ave., Dallas, TX, 75201
Against: Esau Ventura, 1120 N. St. Augustine Dr., Dallas, TX, 75217
Jose Romero, 1849 Euclid Ave., Dallas, TX, 75206

LIST OF PARTNERS/PRINCIPALS/OFFICERS

CRISTO REY DALLAS COLLEGE PREPARATORY SCHOOL

Roman Catholic Diocese of Dallas (Property Owner)

Most Reverend Kevin J. Farrell, Bishop of the Roman Catholic Diocese of Dallas

Cristo Rey Dallas College Preparatory School (Applicant)

Kelby Woodard, President
Christine Roman, School Principal
Sister Dawn Achs, S.S.N.D., Board of Directors
Patrick G. Cox, Board of Directors
Alfredo Duarte, Board of Directors
Michael A. Earsing, Board of Directors
Raul Estrada, Board of Directors
Laura A. Einspanier, Board of Directors
William K. Gordon III, Ph.D., FPPR, Board of Directors
Lou Grabowsky, Board of Directors
Richard Joyner, Board of Directors, Chair
Gretchen Z. Kane, Board of Directors
Bill Keffler, Board of Directors
Tom McNearney, Board of Directors
Brian D. Melton, Board of Directors
Gerald J. Reihsen, III, Board of Directors
Michael F. Terry, Board of Directors
Joe Pete Wilbert, Board of Directors

CPC Recommended Conditions

“ARTICLE _____.

PD _____.

SEC. 51P-_____.101. LEGISLATIVE HISTORY.

PD _____ was established by Ordinance No._____, passed by the Dallas City Council on _____.

SEC. 51P- _____.102. PROPERTY LOCATION AND SIZE.

PD _____ is established on property located at the northeast corner of St. Augustine Drive and San Leon Avenue. The size of PD _____ is approximately 9.92 acres.

SEC. 51P- _____.103. DEFINITIONS AND INTERPRETATIONS.

- (a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.
- (b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.
- (c) This district is considered to be a residential zoning district.

SEC. 51P- _____.104. EXHIBITS.

The following exhibits are incorporated into this article:

- (a) Exhibit ___A: development plan.
- (b) Exhibit ___B: landscape plan.
- (c) Exhibit ___C: traffic management plan.

SEC. 51P- _____.105. DEVELOPMENT PLAN.

(a) For private school, development and use of the Property must comply with the development plan (Exhibit ___A). If there is a conflict between the text of this article and the development plan, the text of this article controls.

(b) For all other uses, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply.

SEC. 51P-____.106. MAIN USES PERMITTED.

(a) Except as provided in this section, the only main uses permitted are those main uses permitted in the R-7.5(A) Single Family District, subject to the same conditions applicable in the R-7.5(A) Single Family District, as set out in Chapter 51A. For example, a use permitted in the R-7.5(A) Single Family District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the R-7.5(A) Single Family District is subject to DIR in this district; etc.

(b) The following main use is permitted by right:

-- Private school.

SEC. 51P-____.107. ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

SEC. 51P-____.108. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the R-7.5(A) Single Family District apply.

(b) Church, convent or monastery, and private school.

(1) Except as provided in this paragraph, minimum side and rear yard is 15 feet. No minimum side or rear yard where adjacent to utility or service uses.

SEC. 51P- ____ .109. OFF-STREET PARKING AND LOADING.

(a) Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) Off-street parking for a church, convent or monastery, and private school may be shared when located on the same site and is allowed in required yards.

SEC. 51P- ____ .110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P- ____ .111. FENCES.

(a) For a church, convent or monastery, and private school, a fence located in the required front yard may be built to a maximum height of six feet above grade if the following conditions are met:

(1) No gates for vehicular traffic may be located less than 20 feet from the back of the street curb.

(2) No fence panel having less than 50 percent open surface area may be located in the required front yard. For purposes of this subsection, fence panels are the portions of the fence located between the posts or columns.

(b) Unless all of the conditions in Subsection (a) are met, a fence for a church, convent or monastery, or private school may not exceed four feet above grade when located in the required front yard.

SEC. 51P- ____ .112. LANDSCAPING.

(a) Except as provided in this section, landscaping must be provided in accordance with Article X.

(b) For a private school, landscaping must be provided as shown on the landscape plan (Exhibit ____B). If there is a conflict between the text of this article and the landscape plan, the text of this article controls.

(c) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P- ____ .113. SIGNS.

Signs must comply with the provisions for non-business zoning districts in Article VII.

SEC.51P-__ .114. TRAFFIC MANAGEMENT PLAN.

(a) In general. The operation of a private school must comply with the traffic management plan (Exhibit ____C).

(b) Queuing. Queuing is only permitted inside the Property. Student drop-off and pick-up are not permitted within city rights-of-way.

(c) Traffic study.

(1) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the director by November 1, 2017. After the initial traffic study, the Property owner or operator shall submit updates of the traffic study to the director by November 1st of each odd-numbered year.

(2) The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

- (A) ingress and egress points;
- (B) queue lengths;
- (C) number and location of personnel assisting with loading and unloading of students;
- (D) drop-off and pick-up locations;
- (E) drop-off and pick-up hours for each grade level;

(F) hours for each grade level; and

(G) circulation.

(3) Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

(A) If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

(B) If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

(d) Amendment process.

(1) A traffic management plan may be amended using minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).

(2) The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

SEC. 51P- ____ .115. ADDITIONAL PROVISIONS.

(a) The Property must be properly maintained in a state of good repair and neat appearance.

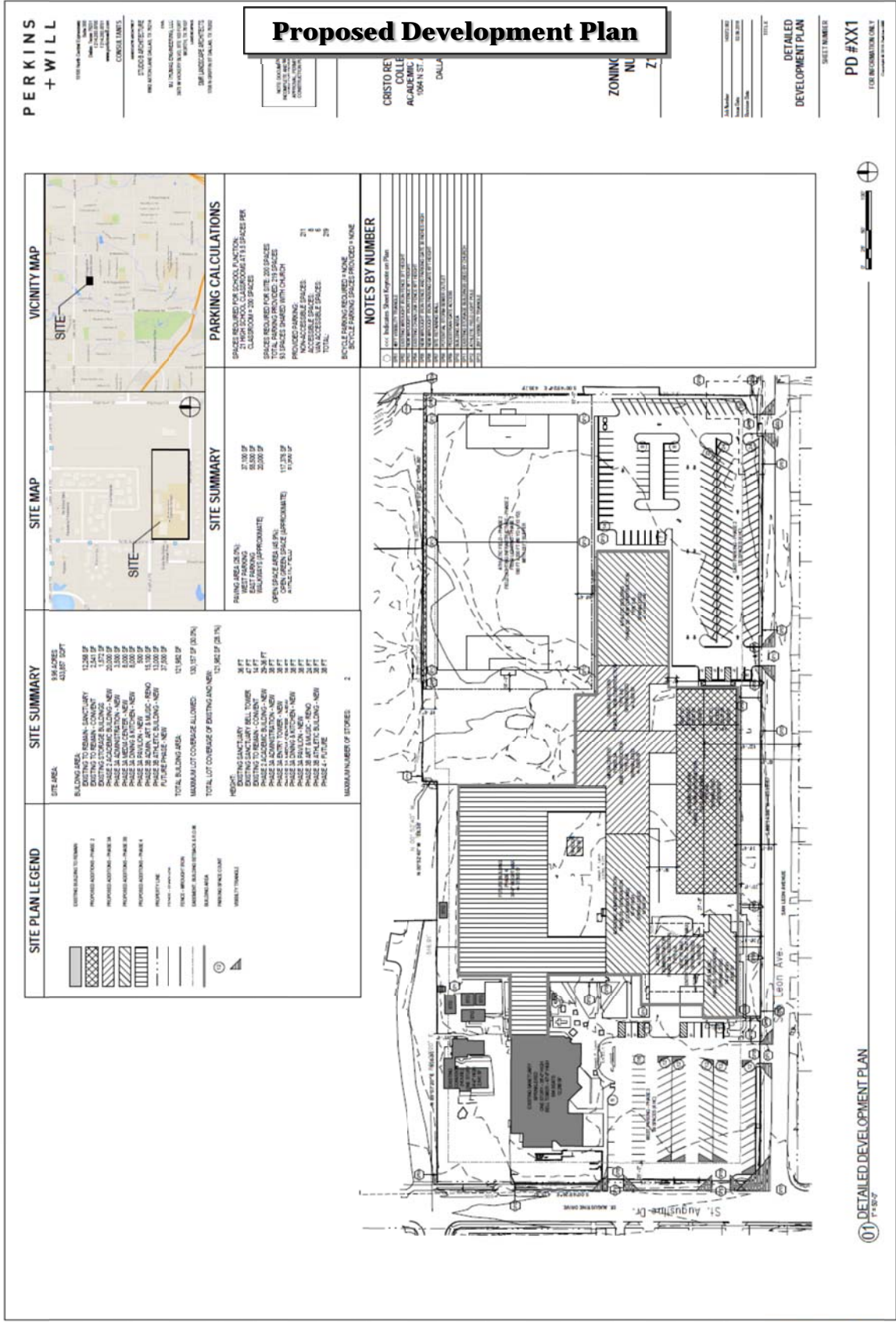
(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

(c) Lighting for athletic fields for a private school may have a maximum of six lighting standards with a maximum height of 50 feet.

SEC. 51P- ____ .116. COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.”



PERKINS + WILL

1000 N. LAKE DRIVE
SUIT 1000
CHICAGO, IL 60611
TEL: 312.343.1000
WWW.PW.COM

CONSULTANTS:
ARCHITECTURE
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE
ENGINEERING

PROJECT NO. 156-179(SM)
DATE: 08/15/18

Proposed Development Plan

CRISTO REY
COLLEGE
ACADEMIC
TOWER
1000 N. ST.
DALLAS

ZONING
NU
Z

DATE: 08/15/18
SCALE: AS SHOWN
SHEET NUMBER: 01

DETAILED DEVELOPMENT PLAN
PD #XX1
FOR INFORMATION ONLY



SITE SUMMARY

PARKING AREAS (SQ. FT.)	21,100 SF
MEET PARKING	20,000 SF
REMAINING (APPROXIMATE)	1,100 SF
OPEN SPACE AREAS (SQ. FT.)	117,270 SF
ATHLETIC FIELD	19,000 SF

PARKING CALCULATIONS

SPACES REQUIRED FOR SCHOOL FUNCTION:	
21 HIGH SCHOOL CLASSROOMS @ 17.5 SPACES PER CLASSROOM = 367 SPACES	
SPACES REQUIRED FOR SITE: 200 SPACES	
SPACES PROVIDED:	
19 SPACES SHARED WITH CHURCH	19
PROVIDED PARKING	21
NON-ACCESSIBLE SPACES:	
MIN. ACCESSIBLE SPACES:	6
TOTAL:	29

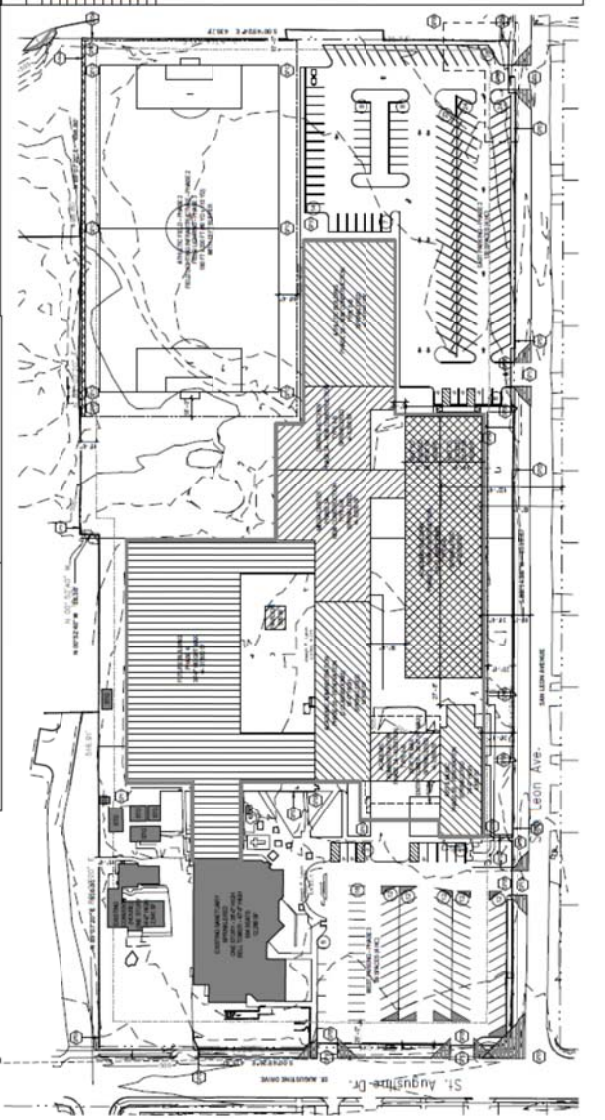
BIPOLE PARKING REQUIRED = NONE
BIPOLE PARKING SPACES PROVIDED = NONE

NOTES BY NUMBER

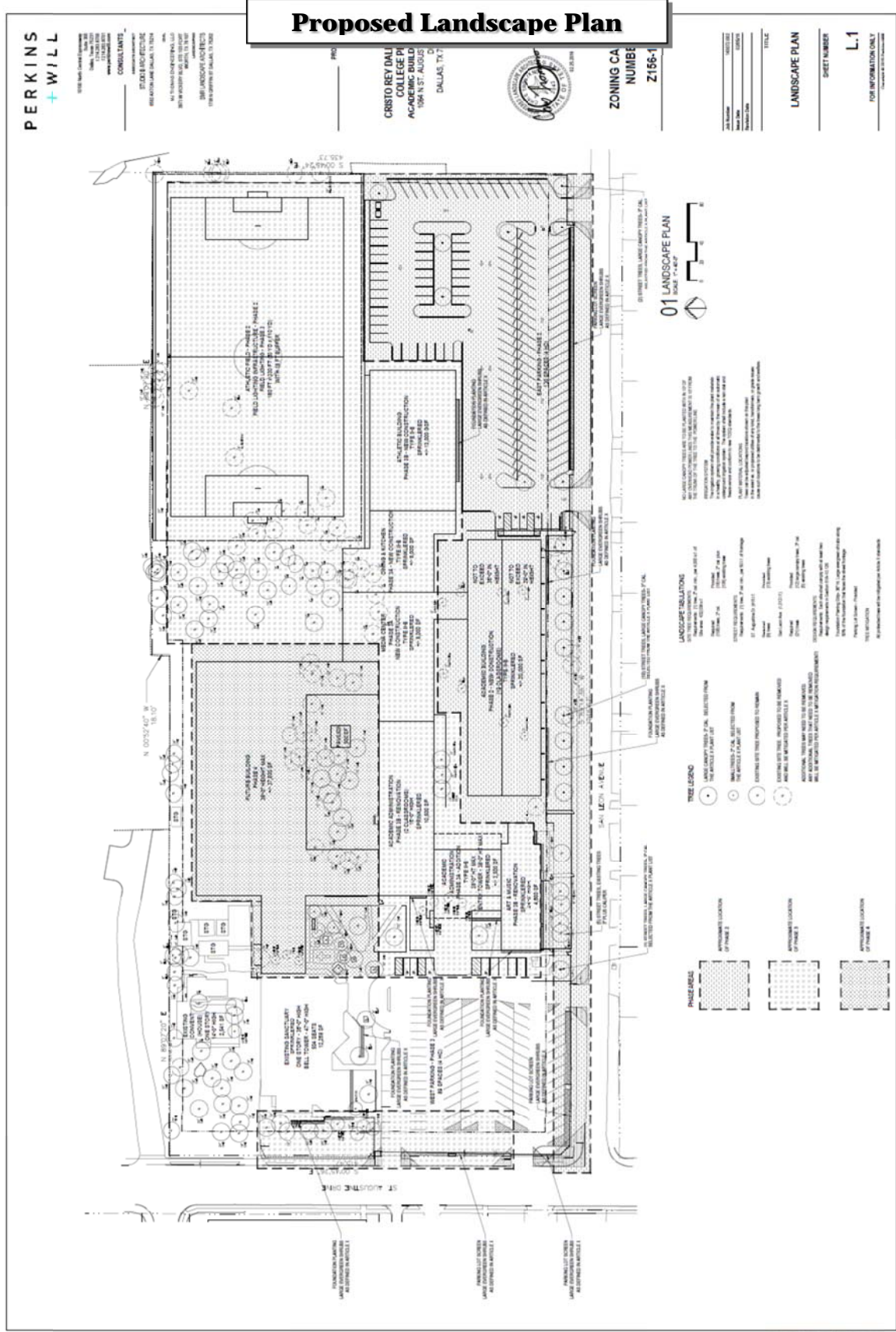
1. See Information Sheet regarding site plan.
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SITE PLAN LEGEND

- EXISTING BUILDING TO REMAIN
- PROPOSED ADDITION - PHASE 1
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01 DETAILED DEVELOPMENT PLAN
1"=30'



PERKINS + WILL

1000 NORTH LAKE AVENUE, SUITE 2000
CHICAGO, ILLINOIS 60611
TEL: 312.345.5000
WWW.PW.COM

CONSULTANTS

ROCKWELL BROSCHETZ INC.
ARCHITECTS
1000 NORTH LAKE AVENUE, SUITE 2000
CHICAGO, ILLINOIS 60611
TEL: 312.345.5000
WWW.RBINC.COM

Proposed Landscape Plan

CRISTÓBAL REY DALI COLLEGE PARK ACADEMIC BUILDING
1004 N. ST. AUGUSTINE
DALLAS, TX 75217



ZONING CA NUMBER
Z156-1

DATE	DESCRIPTION

TITLE
LANDSCAPE PLAN

SHEET NUMBER
L.1

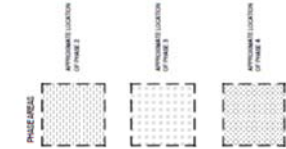
FOR INFORMATION ONLY

01 LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"

LANDSCAPE MATERIALS

ALL PLANT MATERIALS SHALL BE SPECIFIED BY TRADE NAME AND COMMON NAME. ALL PLANT MATERIALS SHALL BE SPECIFIED BY TRADE NAME AND COMMON NAME. ALL PLANT MATERIALS SHALL BE SPECIFIED BY TRADE NAME AND COMMON NAME.

- TREE LEGEND**
- LARGE TREE (10" DBH, 25' MIN. HEIGHT)
 - MEDIUM TREE (6" DBH, 15' MIN. HEIGHT)
 - SMALL TREE (4" DBH, 10' MIN. HEIGHT)
 - SHRUB (4' MAX. HEIGHT)
 - PERENNIAL (2' MAX. HEIGHT)
 - ANNUAL (1' MAX. HEIGHT)
- LANDSCAPE MATERIALS**
- PAVING (ASPHALT OR CONCRETE)
 - GRASS (TURF OR SEED)
 - MULCH (WOOD CHIPS OR BARK)
 - RETAINING WALL (CONCRETE OR BRICK)
 - FENCE (WOOD OR METAL)
 - LIGHT FIXTURE (MODERN OR TRADITIONAL)
 - BENCH (WOOD OR METAL)
 - BIKE RACK (METAL)
 - TRASH RECEPTACLE (PLASTIC OR METAL)
 - SIGNAGE (WOOD OR METAL)
 - LIGHT FIXTURE (MODERN OR TRADITIONAL)
 - BENCH (WOOD OR METAL)
 - BIKE RACK (METAL)
 - TRASH RECEPTACLE (PLASTIC OR METAL)
 - SIGNAGE (WOOD OR METAL)



Traffic Management Plan and Queuing Analysis
Cristo Rey College Prep Z____-____
1064 N. St. Augustine Drive, Dallas, TX
November 19, 2015

Organization and Schedule:

Cristo Rey College Prep is a private Catholic high school located at the northeast corner of St. Augustine Drive and San Leon Avenue. The current school has approximately 130 students in grade 9, operating under the existing SUP. One class will be added each year as facilities are built in accordance with the new site plan, resulting in a buildout student population of up to 600. The grades and schedule are as follows:

Grade	Proposed Students	Start Time	Dismissal Time
9	150	7:30 AM	5:05 PM
10	150	7:30 AM	5:05 PM
11	150	7:30 AM	5:05 PM
12	150	7:30 AM	5:05 PM
Total	600		

Morning drop-off is before 7:30 AM for all students. Morning buses will arrive by 7:15 AM. Afternoon dismissal is at 5:05 PM. Afternoon buses leave at 5:30 PM. Afternoon dismissals and buses are one hour earlier at 4:05 PM and 4:30 PM respectively. Bus usage is expected to be 120 students at buildout. Student drivers are projected to be less than usual at only 100. There is an after school program which extends one hour past dismissal, and sports activity into the evening each day as well.

The school's corporate work study program uses buses to transport students to their jobs on a rotating schedule of 150 students per day. The buses leave at 7:45 AM, after the school drop-off is completed, and return students at 5:15 PM.

TMP Operation:

The TMP operates with the same vehicle routes in both morning drop-off and afternoon pick-up time periods. Students for all grades are dropped off and picked up at the designated *East Loading Area*. Loading is performed on the passenger side and no students have to cross vehicle paths. The specified path to the *East Loading Area* provides a total of 960' of available queue length, or 48 vehicles. Starting from the eastern entrance of the school on San Leon Avenue to right before the *East Loading Area*, vehicles will be queued in a double-stack manner. Just before the *East Loading Area*, the traffic administrator manages the conversion back to a single queue. The loading area is staffed to supervise the students, but the high school students have no need for individual staffers to help load at each loading position. Once loaded or unloaded, the vehicles exit to San Leon Avenue and return to St. Augustine Drive.

With a queue length of 960' (48 vehicles) a total of 480 high school students being dismissed at one time can be accommodated. Anything greater than 480 students dismissed at one time, after

Z156-179

reduction for buses, student drivers, and extracurricular activities, needs to be accommodated by dividing the pick-up into at least two groups that are separated by at least 20 minutes.

The *West Loading Area* operates in the parking lot adjacent to St. Augustine Drive. Vehicles enter from San Leon Avenue, travel north and then west through the parking lot, and then exit to St. Augustine Drive. The *West Loading Area* is proposed to be used for the bus activity, both the normal bus drop-off/pick-up and the corporate work study program transportation. The *West Loading Area* can accommodate a queue length of 220', which is 11 automobiles or 5 buses.

Queuing Analysis:

KHA typically uses a design standard for projecting queue demands at similar sites, which is based on observations of queuing at other private and public charter schools in the DFW area. In the typical case at high schools, expected maximum queue in vehicles is equal to 10% of the largest number of students dismissed at one time. This is a shorter queue than is observed for schools with elementary and middle school students, since the loading demands at high schools are more spread out than for lower grades. Students using buses, walking/biking, or driving themselves are deducted from the student number since they do not attract personal vehicles through the loading area. This method accounts for the differences in how schools divide up the pick-up time period, as some dismiss all students in one group and therefore have higher vehicle demands in a short time period, while some spread out the dismissals over two or more groups.

The school dismisses all students in one group, which is then reduced by busing, student drivers, and after school activities. For a conservative analysis, no assumption is made for after school activities. Therefore, using a 10% queuing factor and the projected busing and driving numbers, the projected queue length is:

$$(600 \text{ students dismissed} - 120 \text{ Students using buses} - 100 \text{ students driving}) * 0.10 = 38 \text{ vehicles in queue}$$

The projected queue of 38 vehicles translates to 760' of queuing distance. The 960' of queue distance provided is within the range of recommended values for equivalent Texas high schools found in the Texas Transportation Institute (TTI) research report 0-4286 *Operations and Safety Around Schools* published in January 2004.

The maximum queue demand that can be reasonably accommodated within the *East Loading Area* is 960' or 48 vehicles. The following table shows the projected conditions at school buildout:

Pick-Up Queuing Summary - East Loading Area - 600 Student Buildout Condition								
Group Grades Dismissed	Dismissal Time	Students Dismissed	Bus / Bike / Walk	Student Drivers	Parent Pickup	Maximum Queue	Available Queue	Surplus (Deficiency)
HS Group 1 9, 10, 11, 12	5:05 PM	600	120	100	380	38 Vehicles 760'	48 Vehicles 960'	10 Vehicles 200'

The *West Loading Area* is used by buses and can accommodate the expected 4 buses within its 220' of available queuing distance. Since the bus activity is separated in time from the carpool operation, the *West Loading Area* could also be used for automobile activity if necessary. However, the analysis shows that the space within the *East Loading Area* is sufficient for all the automobile activity.

Summary:

This TMP defines the drop-off and pick-up procedures for the Cristo Rey College Prep school with a maximum of 600 students. The TMP vehicle routes provide an available queue distance within the site that is greater than projected maximum expected queue for the school's operations. **No queuing is allowed in City of Dallas ROW.** The school traffic will never be allowed to queue vehicles in the ROW of any City street or alley, nor will the traffic on any City street be stopped or diverted. The property owner/school administrator is responsible for the administration of the TMP and ensuring that the vehicle queue does not affect the City streets. Only uniformed police officers are be allowed to direct and control traffic operating within the public right-of-way.

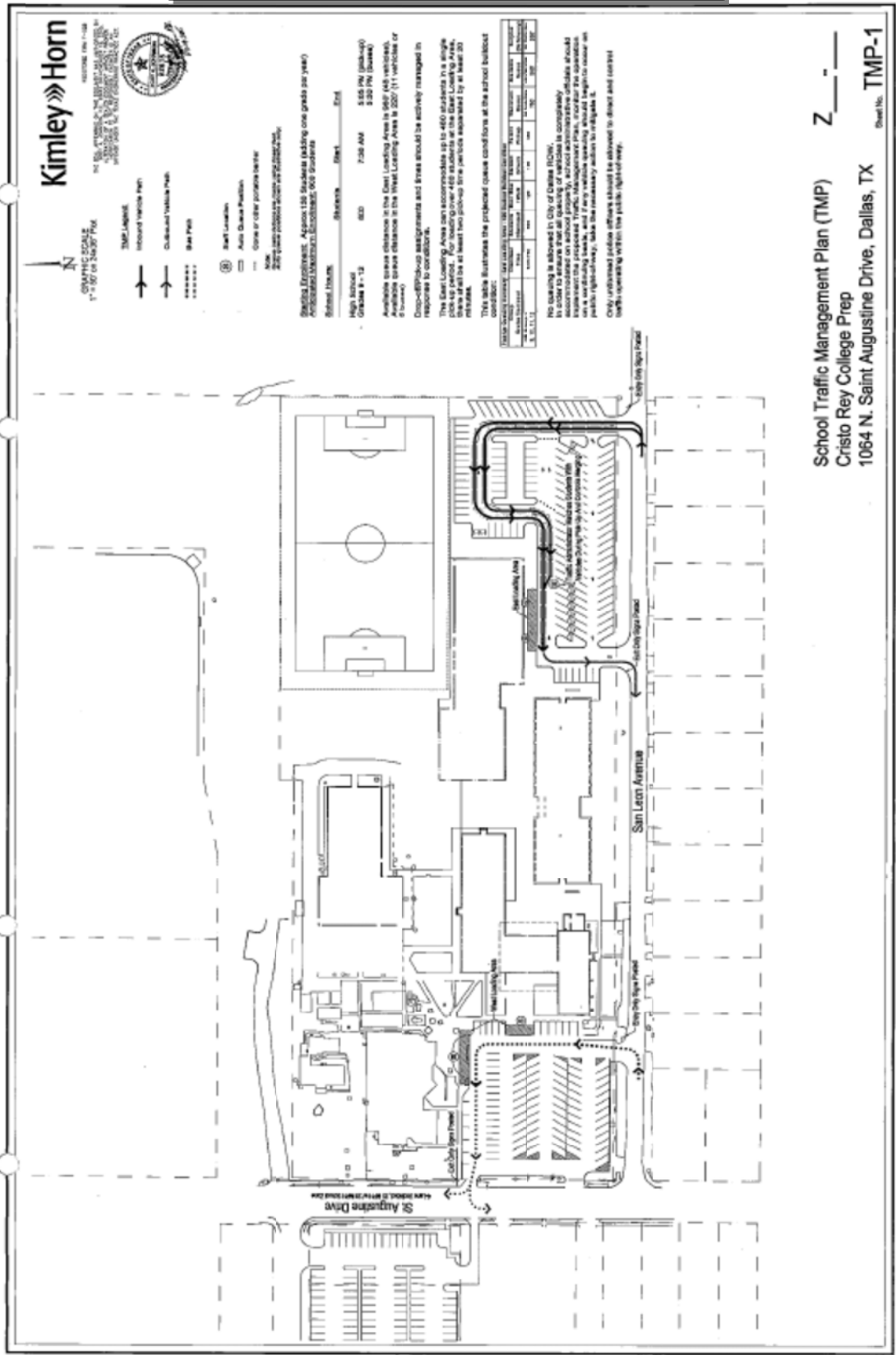
Based on the vehicle queuing analysis conducted and the resulting Traffic Management Plan, I, Scot A. Johnson, P.E. #92615, certify that the results indicate that no queuing of vehicles dropping off or picking up students at Cristo Rey College Prep will extend onto City of Dallas rights-of-way as a result of internal queuing constraints.

In order to ensure that all queuing of vehicles is completely accommodated on school property, the school administrative officials should implement the proposed Traffic Management Plan, monitor the operation on a continuing basis, and if any vehicle queuing should begin to occur on public right-of-way, take the necessary action to mitigate it.

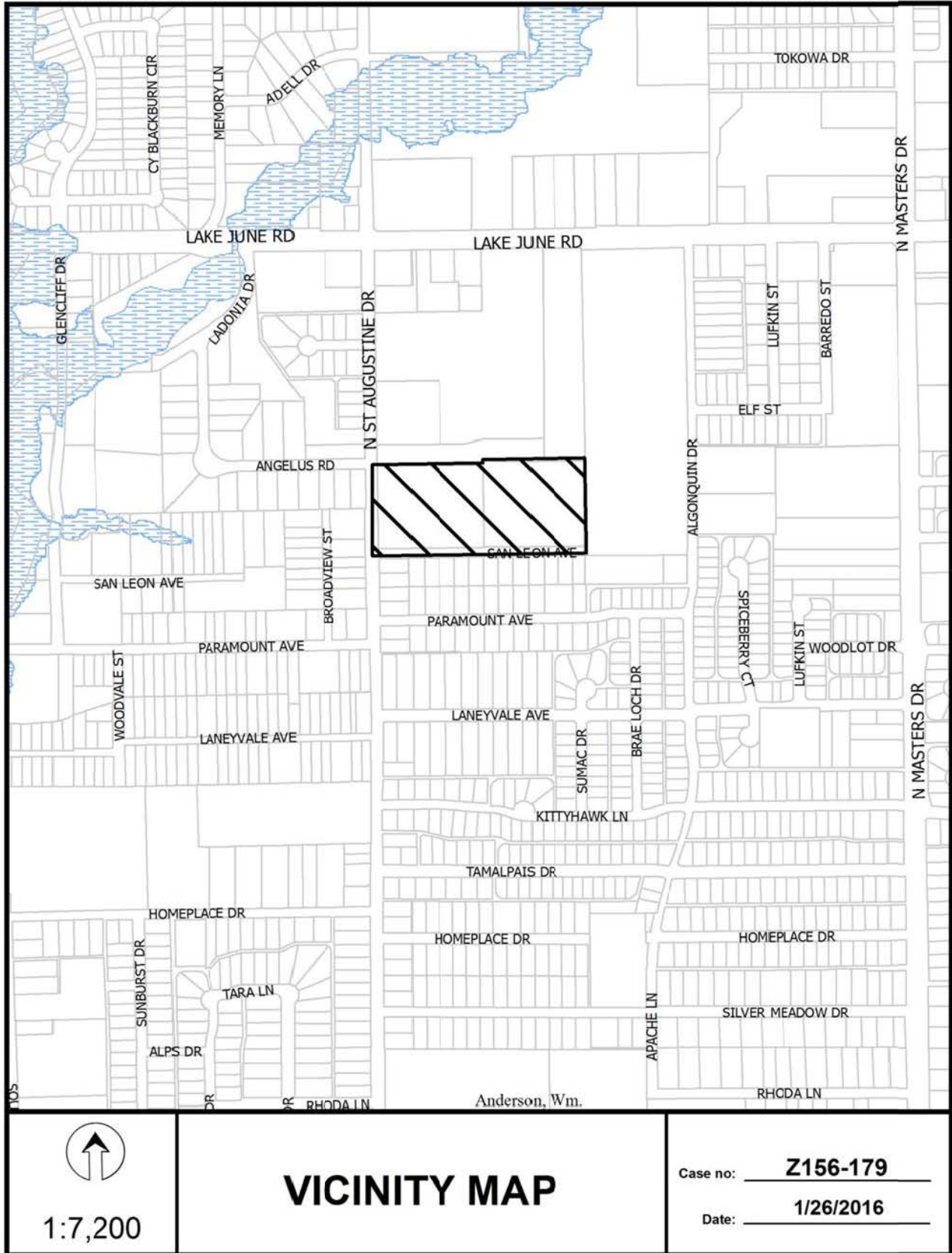
Prepared by:
Kimley-Horn and Associates, Inc.
Scot A. Johnson, P.E., PTOE
12750 Merit Drive, Suite 1000
Dallas, TX 75251
(972) 770-1300



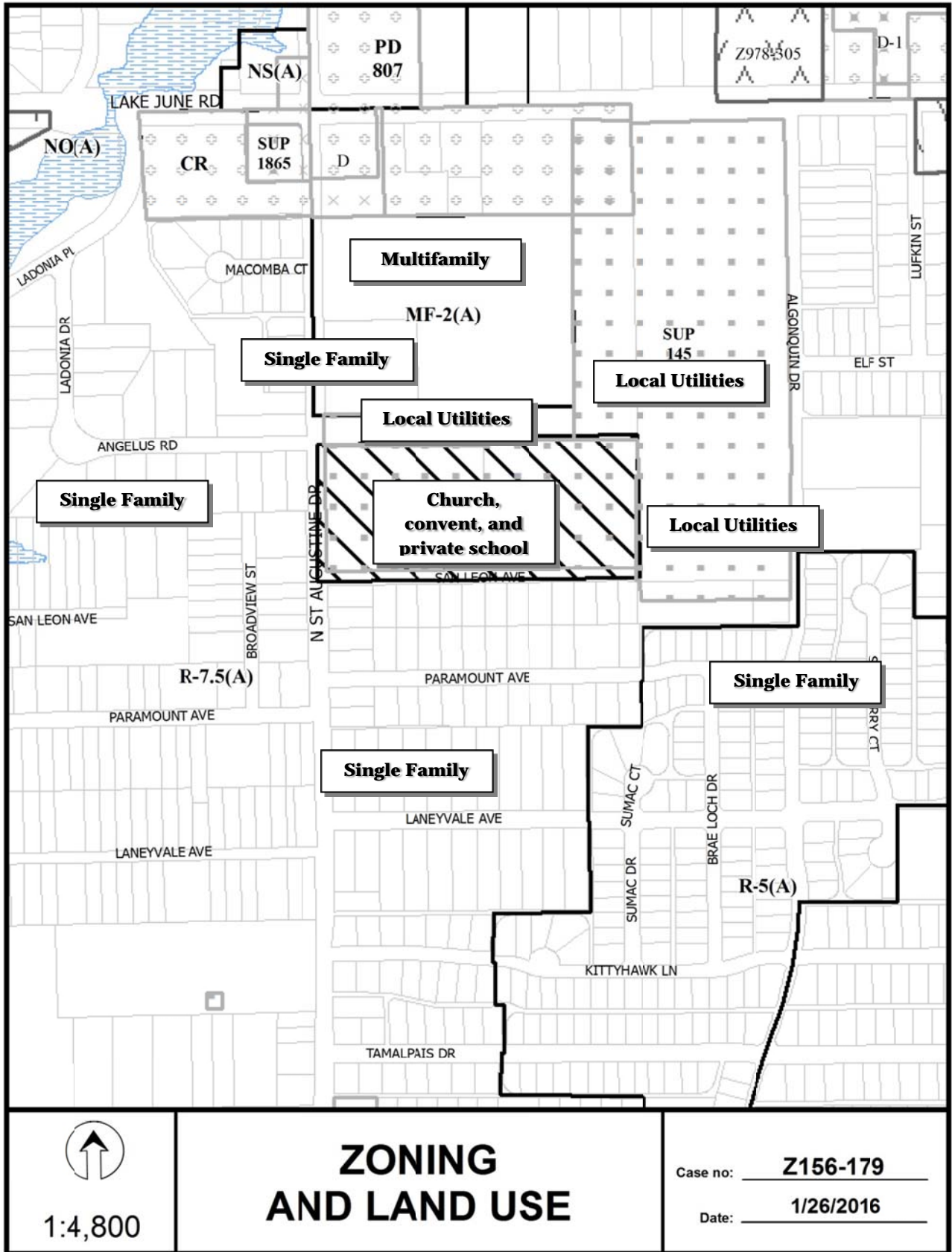
Proposed TMP Circulation Plan

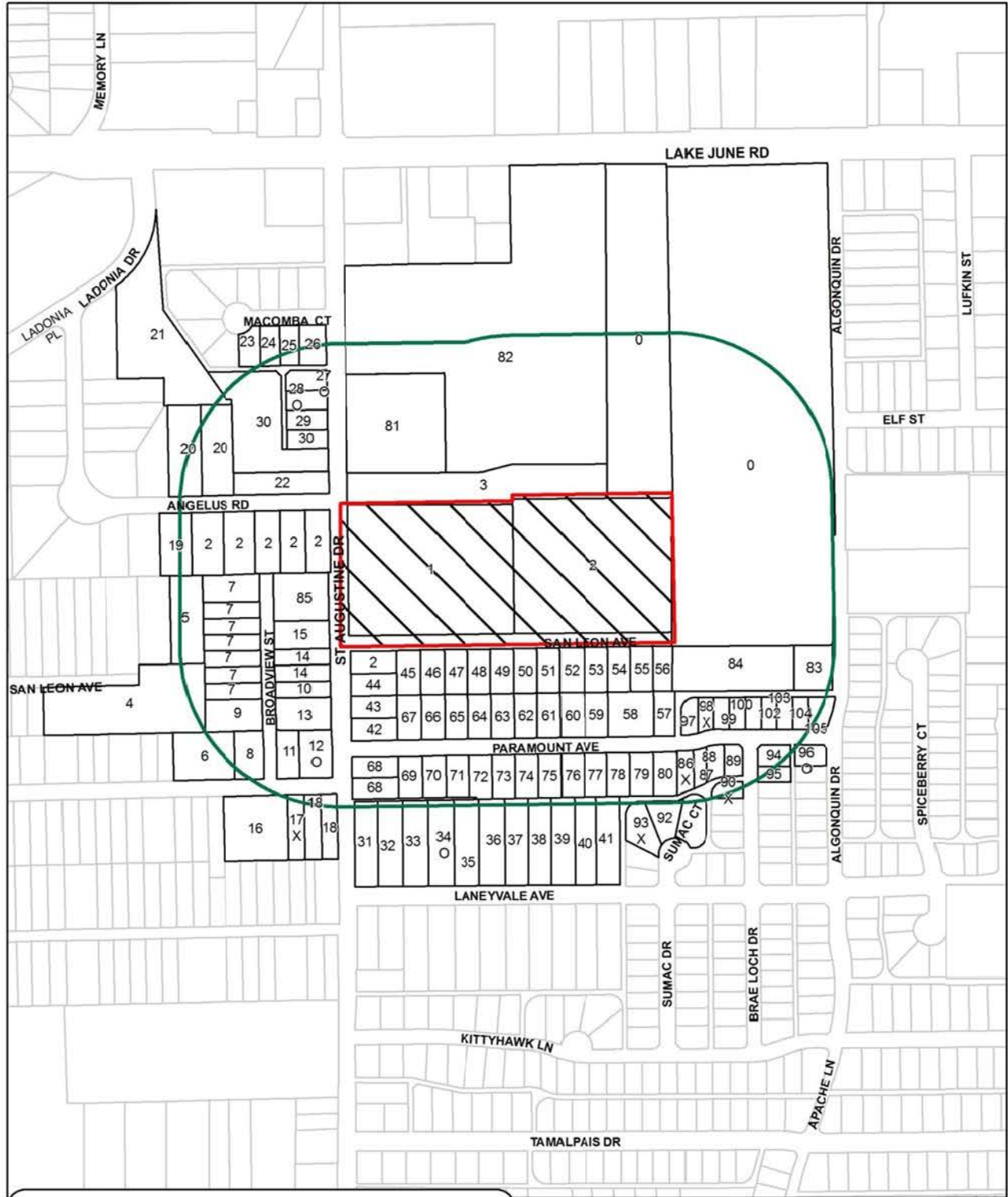


School Traffic Management Plan (TMP) Z ---
Cristo Rey College Prep
 1064 N. Saint Augustine Drive, Dallas, TX
 Sheet No. **TMP-1**









<u>105</u>	Property Owners Notified (124 parcels)
<u>5</u>	Replies in Favor (5 parcels)
<u>5</u>	Replies in Opposition (5 parcels)
<u>500'</u>	Area of Notification
<u>3/3/2016</u>	Date

Z156-179
CPC



1:4,800

03/02/2016

Reply List of Property Owners**Z156-179****105 Property Owners Notified****5 Property Owners in Favor****5 Property Owners Opposed**

Reply	Label #	Address	Owner
	1	1054 N ST AUGUSTINE DR	ROMAN CATHOLIC DIOCESE OF DALLAS
	2	9532 ANGELUS RD	ROMAN CATH DIOCESE DALLAS
	3	1108 N ST AUGUSTINE DR	TEXAS UTILITIES ELEC CO
	4	9404 SAN LEON AVE	GARCIA RAYMONDO M
	5	9421 SAN LEON AVE	GARCIA RAYMONDO M ET AL
	6	9431 PARAMOUNT AVE	ROMERO JOSE
	7	1023 BROADVIEW ST	ROMAN CATH DIOCESE DALLAS
	8	9515 PARAMOUNT AVE	REYES MARTIN & MARIA E.
	9	1011 BROADVIEW ST	REYES MARTIN &
	10	1021 N ST AUGUSTINE DR	ESNER MARIE AGGIE
	11	9523 PARAMOUNT AVE	FLORES LEONARDO &
O	12	1009 N ST AUGUSTINE DR	ROSILLO JOSEFINA
	13	1017 N ST AUGUSTINE DR	ORELLANA CARLOS & ROSA
	14	1027 N ST AUGUSTINE DR	MARTINEZ CESAREO & MARIA G
	15	1035 N ST AUGUSTINE DR	CARRENO MARIA RAMIREZ
	16	9510 PARAMOUNT AVE	MANQUEROS FERNANDO & MARCELA
X	17	9522 PARAMOUNT AVE	CHAVEZ CLEMENTE & SYLVIA
	18	9530 PARAMOUNT AVE	GRANADOS DANIEL
	19	9430 ANGELUS RD	CORREA MARIA
	20	9507 ANGELUS RD	BISHOP OF THE ROMAN CATHOLIC DIOCESE OF DALLAS
	21	1214 LADONIA PL	MOST REVEREND KEVIN J FARRELL DD BISHOP OF THE
	22	9525 ANGELUS RD	MAYA ANTONIO
	23	9512 MACOMBA CR DR	FIGUEROA MANUEL &
	24	9516 MACOMBA CR DR	HERNANDEZ JOSE MAURICIO P &
	25	9520 MACOMBA CR DR	ALLSUP MARIA S
	26	9524 MACOMBA CR DR	BOWEN G C

03/02/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	27	1131 N ST AUGUSTINE DR	VARGAS ARTURO & MARTHA RIVERA &
O	28	1125 N ST AUGUSTINE DR	AVILA NORA ELIZABETH
	29	1121 N ST AUGUSTINE DR	BUSTAMANTE VICENTE
	30	1115 N ST AUGUSTINE DR	MAYA ANTONIO &
	31	9603 LANEYVALE AVE	GUARDIOLA GILBERT &
	32	9611 LANEYVALE AVE	GARCIA MARIA
	33	9619 LANEYVALE AVE	AGUILAR MARCIAL &
O	34	9623 LANEYVALE AVE	CURRAN PRICE LLC
	35	9631 LANEYVALE AVE	CORRAL ANDRES PEREZ
	36	9705 LANEYVALE AVE	PENA MACEDONIO
	37	9711 LANEYVALE AVE	ESPINO GILBERTO
	38	9717 LANEYVALE AVE	VASQUEZ OSCAR & DORA E
	39	9723 LANEYVALE AVE	SANCHEZ SOIBON LOVE & JUAN MANUEL
	40	9727 LANEYVALE AVE	SCHAROUN WILLIAM P & LYNN
	41	9733 LANEYVALE AVE	QUIROZ J FELIX
	42	1002 N ST AUGUSTINE DR	DAVIDSON ALEXANDER REV TR
	43	1008 N ST AUGUSTINE DR	RODRIGUEZ ROLANDO & MARIA DE LA RODRIGUEZ
	44	1020 N ST AUGUSTINE DR	RODRIGUEZ MARIA
	45	9614 SAN LEON AVE	WOOTEN VIVIAN C
	46	9620 SAN LEON AVE	FAVELA MIGUEL ANGEL & YESENIA
	47	9626 SAN LEON AVE	MUHAMMAD HUSAIN
	48	9632 SAN LEON AVE	DUYKA MONICA
	49	9702 SAN LEON AVE	ROCHA CRISANTO H
	50	9708 SAN LEON AVE	WILLMOR REMODELING LLC
	51	9714 SAN LEON AVE	MCDONALD SANDRA CAROL
	52	9716 SAN LEON AVE	GUTIERREZ XOCTHIL G
	53	9726 SAN LEON AVE	BORJON SALVADOR & MARIA
	54	9802 SAN LEON AVE	BLANCO MAYRA J F
	55	9808 SAN LEON AVE	DOMINGUEZ JOSE
	56	9814 SAN LEON AVE	MENDOZA ALBERTO &
	57	9815 PARAMOUNT AVE	BONILLA STEPHANIE

03/02/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	9805 PARAMOUNT AVE	MAHONE NANCY E
	59	9727 PARAMOUNT AVE	FELICITAS HERNANDEZ
	60	9721 PARAMOUNT AVE	TROUTMAN GARY W SR &
	61	9715 PARAMOUNT AVE	WILSON GEORGE E & NANCY E
	62	9709 PARAMOUNT AVE	FIGEROA JOSE
	63	9703 PARAMOUNT AVE	DOMINGUEZ CARREON ANTONIO
	64	9633 PARAMOUNT AVE	TOVAR ESPERANZA R
	65	9627 PARAMOUNT AVE	MARTINEZ DOLORES
	66	9621 PARAMOUNT AVE	DELACRUZ RAUL C &
	67	9615 PARAMOUNT AVE	ALMAZAN HERMELANDA RIOS &
	68	926 N ST AUGUSTINE DR	HOUSE DEARL
	69	9614 PARAMOUNT AVE	DUKE RONNY EUGENE &
	70	9620 PARAMOUNT AVE	DAUGHERTY R C
	71	9626 PARAMOUNT AVE	BAUTISTA LEONIDES &
	72	9632 PARAMOUNT AVE	CRUZSANDOVAL MARIA &
	73	9702 PARAMOUNT AVE	NAJERA ERASMO C
	74	9708 PARAMOUNT AVE	BELMARES JOEL
	75	9714 PARAMOUNT AVE	COBOS FRANCISCO &
	76	9720 PARAMOUNT AVE	HENISEY CARL S & ANGIE
	77	9726 PARAMOUNT AVE	HERNANDEZ UBALDO & DARLA
	78	9802 PARAMOUNT AVE	SEBASTIAN REUBEN & DIANA
	79	9808 PARAMOUNT AVE	MENDEZ CARLOS
	80	9814 PARAMOUNT AVE	UGARTE TERESA
	81	1120 N ST AUGUSTINE DR	VENTURA ESAU
	82	1198 N ST AUGUSTINE DR	LA HACIENDA LLC
	83	1013 ALGONQUIN DR	MANDI GHULAM A
	84	1013 ALGONQUIN DR	RELIABLE HOMES LLC
	85	1047 N ST AUGUSTINE DR	ROMAN CATHOLIC DIOCESE DALLAS
X	86	9818 PARAMOUNT AVE	WILLIAMS WILMA A
	87	9822 PARAMOUNT AVE	CORRAL ENRIQUE
	88	9826 PARAMOUNT AVE	MILLER CANDACE L &

03/02/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	89	9830 PARAMOUNT AVE	LYNCH CHARLES E &
X	90	1023 BRAE LOCH DR	TORRES JOSE E
	91	1020 SUMAC CT	CANO CYNTHIA MINJAREZ &
	92	1030 SUMAC CT	RUIZ ROSALBA D
X	93	1025 SUMAC CT	THOMAS DONALD W
	94	1032 BRAE LOCH DR	BELTRAN ANDERSON
	95	1028 BRAE LOCH DR	LEUNG DAN
O	96	959 ALGONQUIN DR	MECCA APRIL INC
	97	9819 PARAMOUNT AVE	PENA ELENA
X	98	9823 PARAMOUNT AVE	KING FRANCES L
	99	9827 PARAMOUNT AVE	JACKSON JOHN WINSTON &
	100	9831 PARAMOUNT AVE	ESCAMILLA MARCELINO
	101	9835 PARAMOUNT AVE	FRANCO ARMANDO
	102	9839 PARAMOUNT AVE	FLORES GABRIEL &
	103	9843 PARAMOUNT AVE	KIAS ASSET MGMT
	104	9847 PARAMOUNT AVE	NUNO ENRIQUE
	105	9851 PARAMOUNT AVE	PRICE ASHLEE

AGENDA ITEM # 73

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 6
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 44 B

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an MU-1 Mixed Use District on property zoned an IR Industrial/Research District on the south side of Farrington Street, east of Crampton Street
Recommendation of Staff and CPC: Approval
Z156-180(OTH)

FILE NUMBER: Z156-180(OTH)

DATE FILED: January 8, 2016

LOCATION: South side of Farrington Street, east of Crampton Street

COUNCIL DISTRICT: 6

MAPSCO: 44-B

SIZE OF REQUEST: Approx. 0.2917 acres

CENSUS TRACT: 100.00

APPLICANT / OWNER: 2323 Farrington, LLC

REPRESENTATIVE: Tommy Mann, Winstead PC

REQUEST: An application for an MU-1 Mixed Use District on property zoned an IR Industrial/Research District.

SUMMARY: The applicant is requesting the zoning change to transform the existing 7,800 square foot building into two dwelling units.

CPC RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The proposed zoning district will be consistent with the existing development in the surrounding area and with the current development and redevelopment trends in the area. The property is surrounded by office, some commercial, parking lot/undeveloped and some vacant structures.
2. *Traffic impact* – The proposed development is located on a local street. The existing street system can accommodate the request.
3. *Comprehensive Plan or Area Plan Conformance* – The forwardDallas! Comprehensive Plan states that this area is within the Urban Mixed-Use Building Block. The requested zoning district is consistent with the Urban Mixed-Use Building Block.

Zoning History: There have not been any zoning changes in the vicinity within the last five years. However, there have been over five zoning cases for mixed use zoning districts within over 2,000 feet to the north and east of the subject property.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Farrington Street	Principal Arterial	80 feet

STAFF ANALYSIS:

Comprehensive Plan:

The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request. The Plan classifies the area as Urban-Mixed Use Building Block.

The Urban Mixed-Use Building Block incorporates a vibrant mix of residential and employment uses at a lower density than the Downtown Building Block. These areas are typically near Downtown, along the Trinity River or near major transit centers. Examples include Uptown, the City Place/West Village area, Stemmons Design District, Cedars and Deep Ellum. Urban Mixed-Use Building Blocks provide residents with a vibrant blend of opportunities to live, work, shop and play within a closely defined area. Buildings range from high-rise residential or midrise commercial towers to townhomes

and small corner shops. Good access to transit is a critical element. Similar to Downtown, the Urban Mixed-Use Building Blocks offer employment and housing options and are important economic growth areas for businesses. People on foot or bike can enjoy interesting storefronts at ground level with benches, public art, on-street parking and wide sidewalks, creating an appealing streetscape. Large parking areas and other auto-oriented land uses are typically located at the edges.

The proposed MU-1 District is generally in conformance with the Comprehensive Plan.

Surrounding Land Uses:

	Zoning	Land Use
Site	IR	Vacant building
North	IR	Office uses, parking lot/undeveloped
East	IR	Offices, vacant structures
South	IR	Offices & vacant structures
West	MF-1(A)	Offices, vacant structures

Land Use Compatibility:

The request site is approximately 0.2917 acres and is currently developed with an approximately 7,800 square feet one story structure. The property is currently surrounded by office and retail uses and vacant structures.

Parking:

Pursuant to the Dallas Development Code, off-street parking and loading must be provided in accordance with Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

Landscaping:

All landscaping for any development must comply with the requirements of Article X.

CPC ACTION – March 3, 2016

Motion: It was moved to recommend **approval** of an MU-1 Mixed Use District on property zoned an IR Industrial/Research District on the south side of Farrington Street, east of Crampton Street.

Maker: Peadon
Second: Anglin
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Housewright,
Schultz, Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Abtahi
Vacancy: 0

Notices: Area: 200 Mailed: 24
Replies: For: 3 Against: 0

Speakers: None

Partners & Principles

Owner/Applicant: **2323 Farrington, LLC**

- R.L. Ross III and Mary G. Ross (jointly) (Member/Managers)
- Britton B. Banowsky and Cynthia Banowsky (jointly) (Member/Managers)

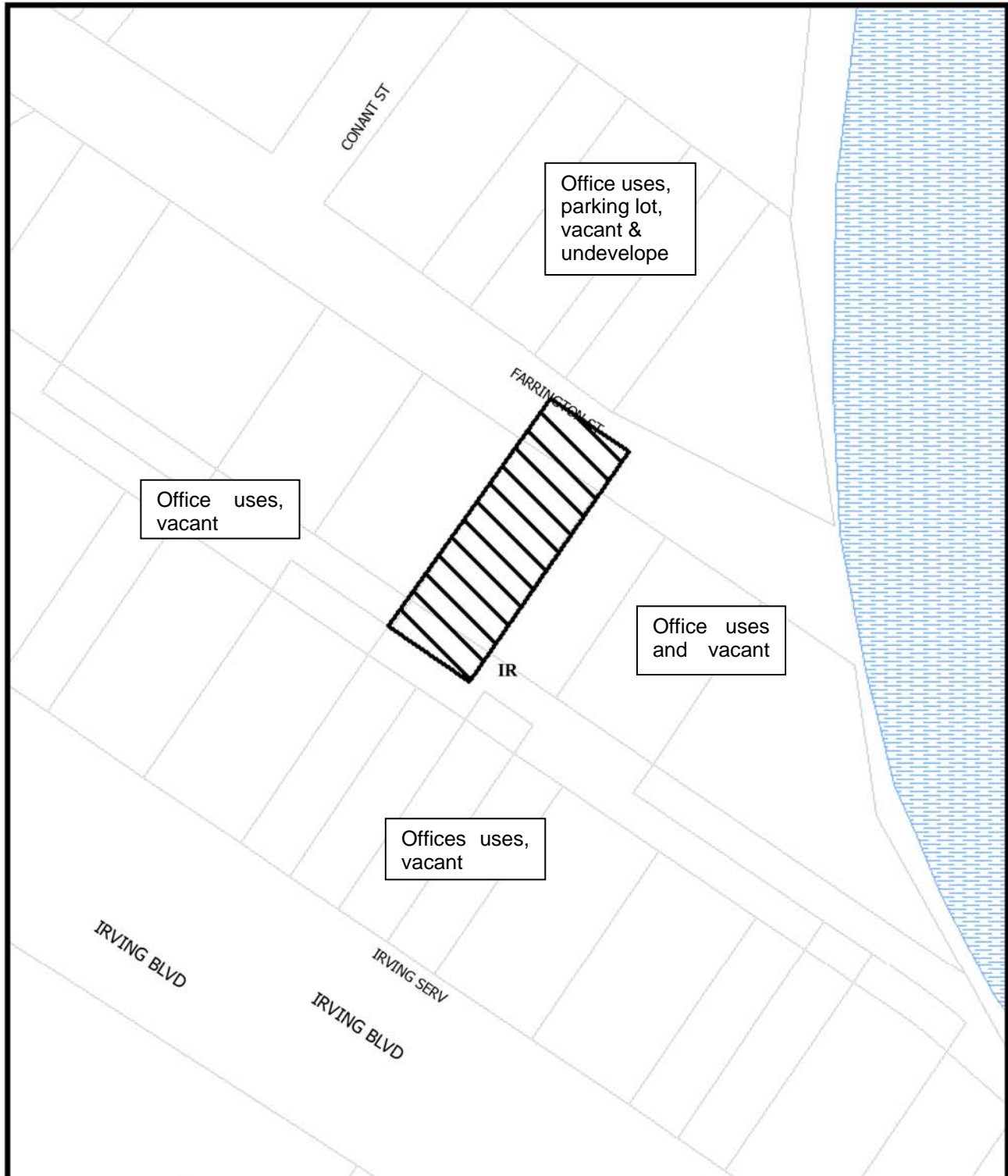


1:1,200

AERIAL MAP

Case no: Z156-180

Date: 2/2/2016



1:1,200

ZONING AND LAND USE

Case no: Z156-180

Date: 2/2/2016

CPC RESPONSES



03/02/2016

Reply List of Property Owners***Z156-180******24 Property Owners Notified******3 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	2331 FARRINGTON ST	FEGAN FINE ART
	2	2323 FARRINGTON ST	2323 FARRINGTON LLC
	3	2319 FARRINGTON ST	ATWELL PARTNERS LTD
	4	2300 FARRINGTON ST	IPENEMA INVESTMENTS LTF
	5	2310 FARRINGTON ST	DEIS JEANNE R
	6	2356 IRVING BLVD	TIRAOUI KHAWLA
O	7	2360 IRVING BLVD	2360 IRVING BLVD LLC
	8	2366 IRVING BLVD	ALGODON PROPERTIES LLC
	9	2372 IRVING BLVD	IMAGERY MARKETING DESIGN INC
	10	2404 IRVING BLVD	DEB ASSETS LTD
	11	2412 IRVING BLVD	BESS M SANDERS LIV TR
	12	2420 IRVING BLVD	NUSSBAUMER MICHELLE A & BERNARD L
	13	2428 IRVING BLVD	DREYFUS BETSY & LYNN TRST
O	14	2403 FARRINGTON ST	SILVERTON MOON REAL
	15	2341 FARRINGTON ST	MCKINNEY & FANNIN PROPERTIES LTD
	16	2311 FARRINGTON ST	MAYS WILLIAM G LF EST
	17	2320 FARRINGTON ST	JSI CONANT LLC
	18	2328 FARRINGTON ST	RFVW LLC
O	19	2336 FARRINGTON ST	DONOHUE JOSEPH &
	20	2344 FARRINGTON ST	WEITSON CORP
	21	2412 IRVING BLVD	SANDERS BESS
	22	2312 FARRINGTON ST	GODSPEED HOLDING LLC
	23	2303 FARRINGTON ST	VILLANUEVA MARCELINO &
	24	2303 FARRINGTON ST	RODENHAVER CINDY ZELAZNY

AGENDA ITEM # 74

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 1
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 53 B

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a vehicle display, sales and service use on property zoned Subdistrict 5 of Planned Development District No. 714, the West Commerce Street/Fort Worth Avenue Special Purpose District, on the south side of Fort Worth Avenue, east of North Westmoreland Road
Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions Z156-181(WE)

FILE NUMBER: Z156-181(WE)

DATE FILED: January 8, 2016

LOCATION: South side of Fort Worth Avenue, east of North Westmoreland Road

COUNCIL DISTRICT: 1

MAPSCO: 53B

SIZE OF REQUEST: Approx. 2.1186 acres

CENSUS TRACT: 68.00

APPLICANT: Avis Budget Car Rental, LLC

OWNER: Pep Boys-Manny, Moe, & Jack of Delaware, Inc.

REPRESENTATIVE: Jeff Wagner

REQUEST: An application for a Specific Use Permit for a vehicle display, sales and service use on property zoned Subdistrict 5 of Planned Development District No. 714, the West Commerce Street/Fort Worth Avenue Special Purpose District.

SUMMARY: The purpose of this request is to permit a rental counter within an existing retail store [Pep Boys] and to designate approximately 13 parking spaces for the car rentals on the western portion of the site. The renter counter will be occupied by a National Car Rental Company [Avis Budget Car Rental, LLC].

CPC RECOMMENDATION: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The rental counter will only occupy approximately 60 feet of existing floor area. A maximum of 13 vehicles will be stored in the existing parking lot. This additional use on the site will not negatively impact surrounding uses.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The proposed vehicle display, sales and service use neither contributes to nor is it detrimental to the welfare of adjacent single family and retail uses.
3. *Not a detriment to the public health, safety, or general welfare* – This use will not be a detriment to the public health, safety or general welfare of the community.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The request site will conform to all applicable zoning regulations and standards.

Zoning History: There have not been any zoning cases in the area over the past five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Ft. Worth Avenue	Principal Arterial	110 ft.	110 ft.
Avon Street	Local	60 ft.	60 ft.

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that it will not have a detrimental impact on the surrounding street system.

COMPREHENSIVE PLAN: The *fowardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *fowardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request. The Plan identifies the request site along a Multi-Modal Corridor. The rental of vehicles at this location is consistent with the Comprehensive Plan.

Transit centers support a compact mix of employment, retail, cultural facilities and housing. Multi-modal corridors should encourage the redevelopment of aging auto-oriented commercial strip development while respecting existing single family neighborhoods. While normally located around DART light-rail or commuter rail stations, these building blocks could also be focused streetcar or enhanced bus corridors such as bus rapid transit. Examples of transit centers include the Mockingbird Station area, the Cityplace Station area and the Westmoreland Station area, and examples of multi-modal corridors include the Lancaster and Ferguson Road corridor. These areas offer dense mixed use at the transit station or multi-modal corridor and then transition to multi-family and single-family housing at the edge. Of all the Building Blocks, this incorporates the greatest range of building structures and land uses, including multi-story residential above retail to townhomes to single-family residences. Transit centers and multi-modal corridors may sometimes be near residential neighborhoods and call for appropriate mitigation requirements. Areas currently developed with single-family or duplex uses should generally be maintained unless redevelopment is addressed through an Area Planning process. Multi-modal corridors in particular would diminish quickly in scale, density, and intensity away from the corridor, respecting existing single family neighborhoods while maintaining a strong focus on transit orientation and access. Interactive public plazas and/or civic uses will be centrally located and residential roof terraces and balconies overlooking transit station areas add “eyes on the street” that can aid public safety.

Land Use Compatibility:

	Zoning	Land Use
Site	Subdistrict 5 of PDD No. 714	Auto related use
North	Subdistrict 5 of PDD No. 714	Retail and personal service
South	R-7.5(A)	Single Family
East	Subdistrict 5 of PDD No. 714	Retail and personal service
West	Subdistrict 5 of PDD No. 714	Restaurant

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP

for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The request does not appear to have an adverse impact on the surrounding zoning and land uses.

Development Standards:

<u>DISTRICT</u>	<u>SETBACKS</u>		<u>Density</u>	<u>Height</u>	<u>Lot Coverage</u>	<u>Special Standards</u>	<u>PRIMARY Uses</u>
	<u>Front</u>	<u>Side/Rear</u>					
PDD No. 714 Subdistrict 5	15' min 60' max	20' adjacent to residential OTHER: No Min.	Varies	60' 4 stories	80%	Proximity Slope Visual Intrusion	Institutional and community services, retail and personal service, office, residential

Landscaping: Landscaping must be provided in accordance with the landscaping requirements in Article X, as amended. Since there is no additional impervious coverage, no additional landscaping is required.

Parking: The off-street parking requirements for a vehicle display, sales and service use is one space for each 500 square feet of floor area and site area, exclusive of parking area. Since the rental counter occupies only 60 square feet of floor area, and the site area is approximately 1,500 square feet, the applicant is required to provide 3 off-street parking spaces.

CPC Action – March 3, 2016

Motion: It was moved to recommend **approval** of a Specific Use Permit for a vehicle display, sales and service for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and revised conditions to include a provision limiting operation to automobile rental on property zoned Subdistrict 5 of Planned Development District No. 714, the West Commerce Street/Fort Worth Avenue Special Purpose District, on the south side of Fort Worth Avenue, east of North Westmoreland Road.

Maker: Anglin
Second: Houston
Result: Carried: 13 to 0

For: 13 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Housewright, Schultz,
Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Abtahi
Vacancy: 0
Conflict: 1 - Jung

Notices: Area: 300 Mailed: 41
Replies: For: 1 Against: 0

Speakers: For (Did not speak): Jeff Wagner, P.O. Box 612707, Dallas, TX,
75261
Against: None

LIST OF OFFICERS
Avis Budget Car Rental, LLC

- David Blaskley
- Robert Bouta
- Erik Johnson
- Bryon Koepke
- Robert E. Muhs

<p style="text-align: center;">LIST OF OFFICERS Pep Boys-Manny, Moe, & Jack of Delaware, Inc.</p>
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The Pep Boys – Manny, Moe, and Jack of Delaware, INC
3111 W. Allegheny Avenue
Philadelphia, PA 19132

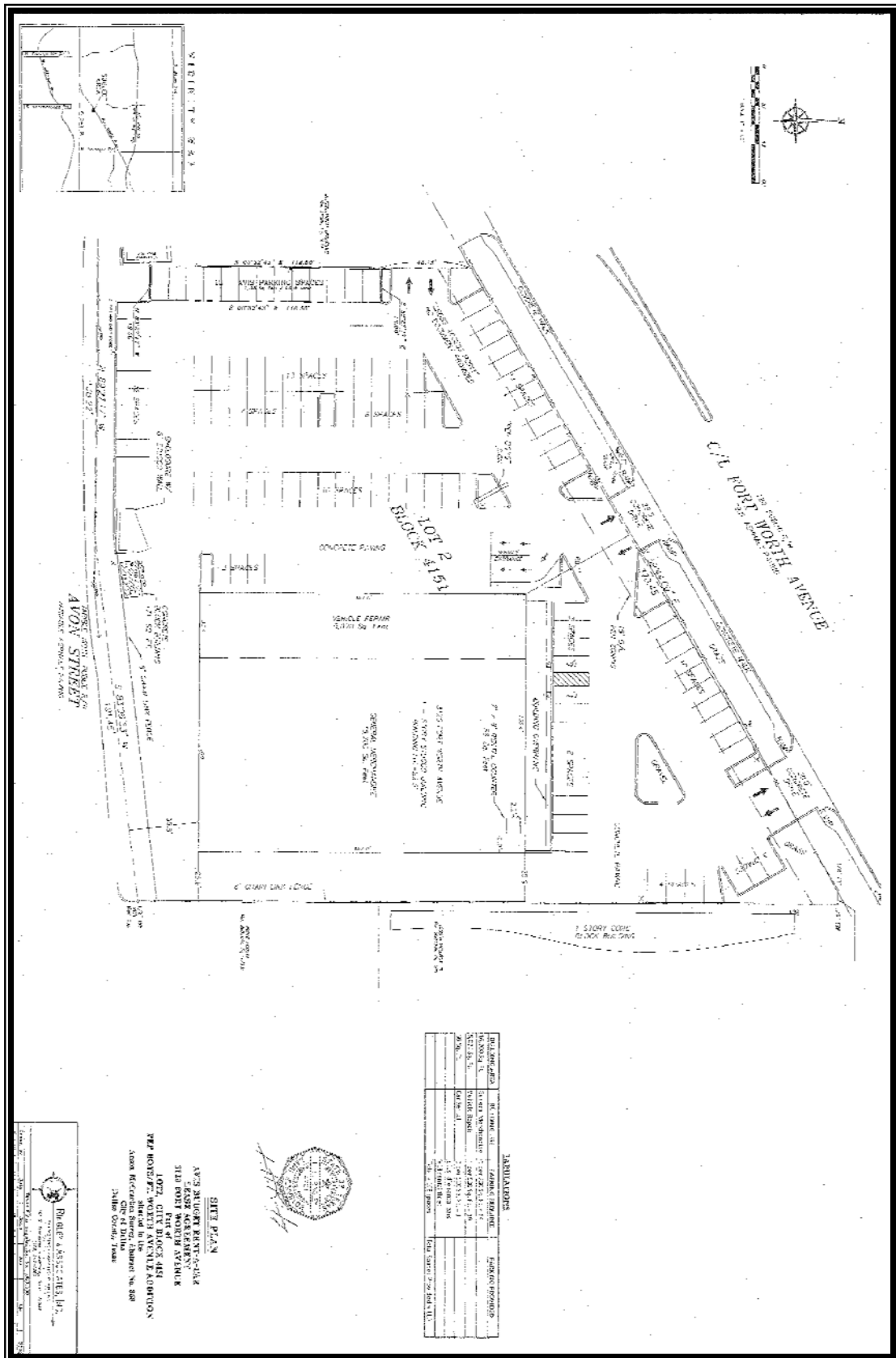
Officer’s Listing

John T. Sweetwood	CEO
David R. Stern	EVP & CFO
Christopher Adams	SVP Store Operations
Thomas J. Carey	SVP & Chief Customer Officer
Joseph A. Cirelli	SVP Corporate Development
James F. Flanagan	SVP & Chief HR Officer
John J. Kelly	SVP Merchandising
Brian D. Zuckerman	SVP, General Counsel & Secretary

**CPC PROPOSED SUP
CONDITIONS**

1. **USE:** The only use authorized by this specific use permit is a vehicle display, sales, or service use limited to automobile rentals.
2. **SITE PLAN:** Use and development of the Property must comply with the attached site plan.
3. **TIME LIMIT:** This specific use permit expires on_____, (five-year period from the passage of this ordinance), but is eligible for automatic renewal for additional five-year periods, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced).
4. **FLOOR AREA:** The maximum floor area for the rental counter is 60 square feet.
5. **HOURS OF OPERATION:** The vehicle display, sales, and service use may only operate between 8:00 a.m. and 6:00 p.m., Monday through Friday, 8:00 a.m. and 3:00 p.m., Saturday and 9:00 a.m. and 2:00 p.m. Sunday.
6. **INGRESS/ EGRESS:** Ingress and egress must be provided in the locations shown on the attached site plan. No other ingress or egress is permitted.
7. **VEHICLE DISPLAY, SALES OR SERVICE AREA:** The maximum number of rental vehicles on site is 13 in the location shown on the attached site plan.
8. **MAINTENANCE:** The Property must be properly maintained in a state of good repair and neat appearance.
9. **GENERAL REQUIREMENTS:** Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN



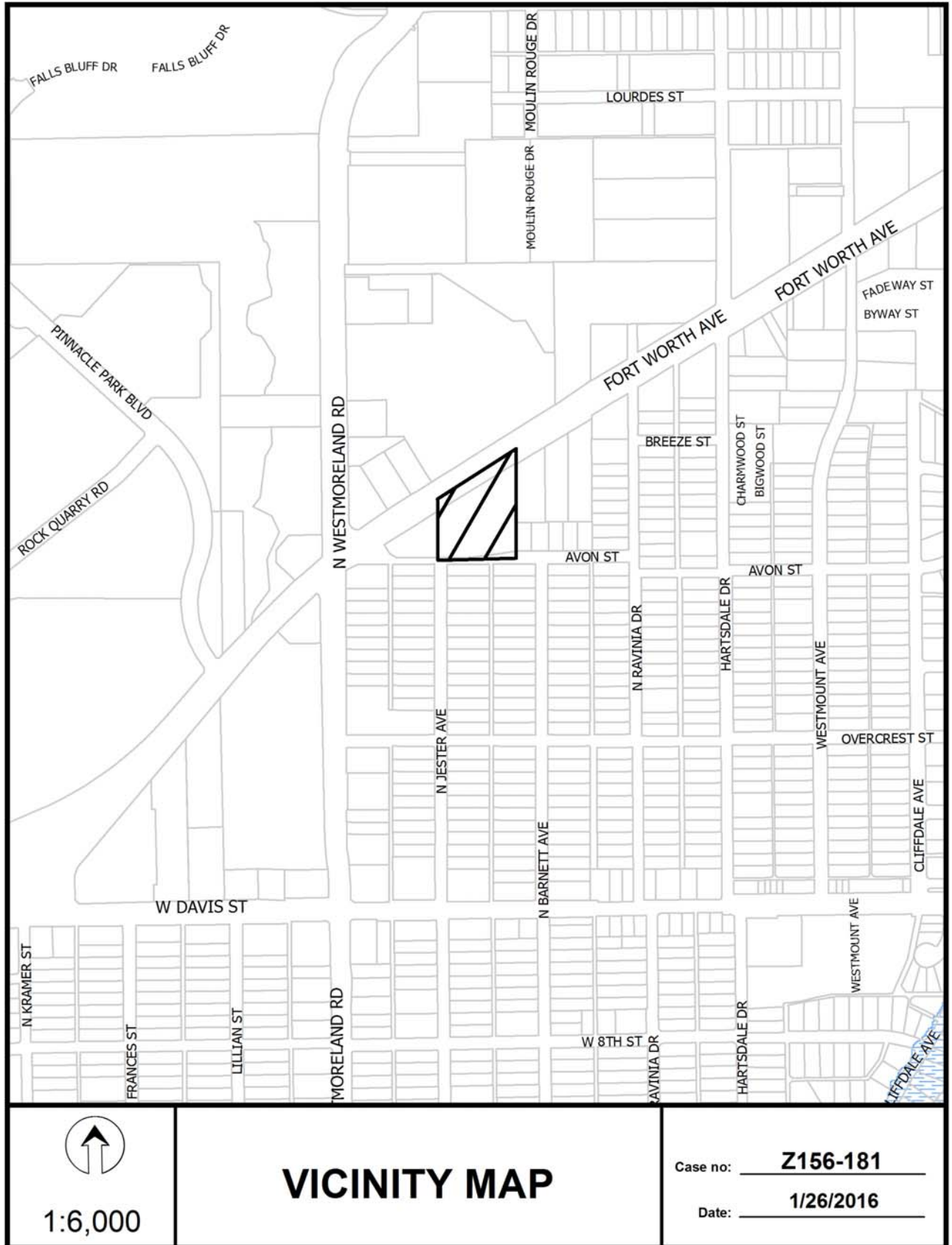
TABULATIONS

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	10/15/11	...
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SITE PLAN
 AVE 3 NORTH BENTON-104
 LEAS AGREEMENT
 3100 NORTH AVENUE
 LOT 2, CITY BLOCK 481
 REP ROBERT WOLFE ARCHITECTURE
 Avon Recreation Street, Chamber No. 388
 Chamber of Dallas
 Dallas County, Texas



Robert Wolfe, Architect
 3100 North Avenue
 Dallas, Texas 75218
 Phone: 972-251-1111
 Fax: 972-251-1112
 Email: info@rwolfe.com

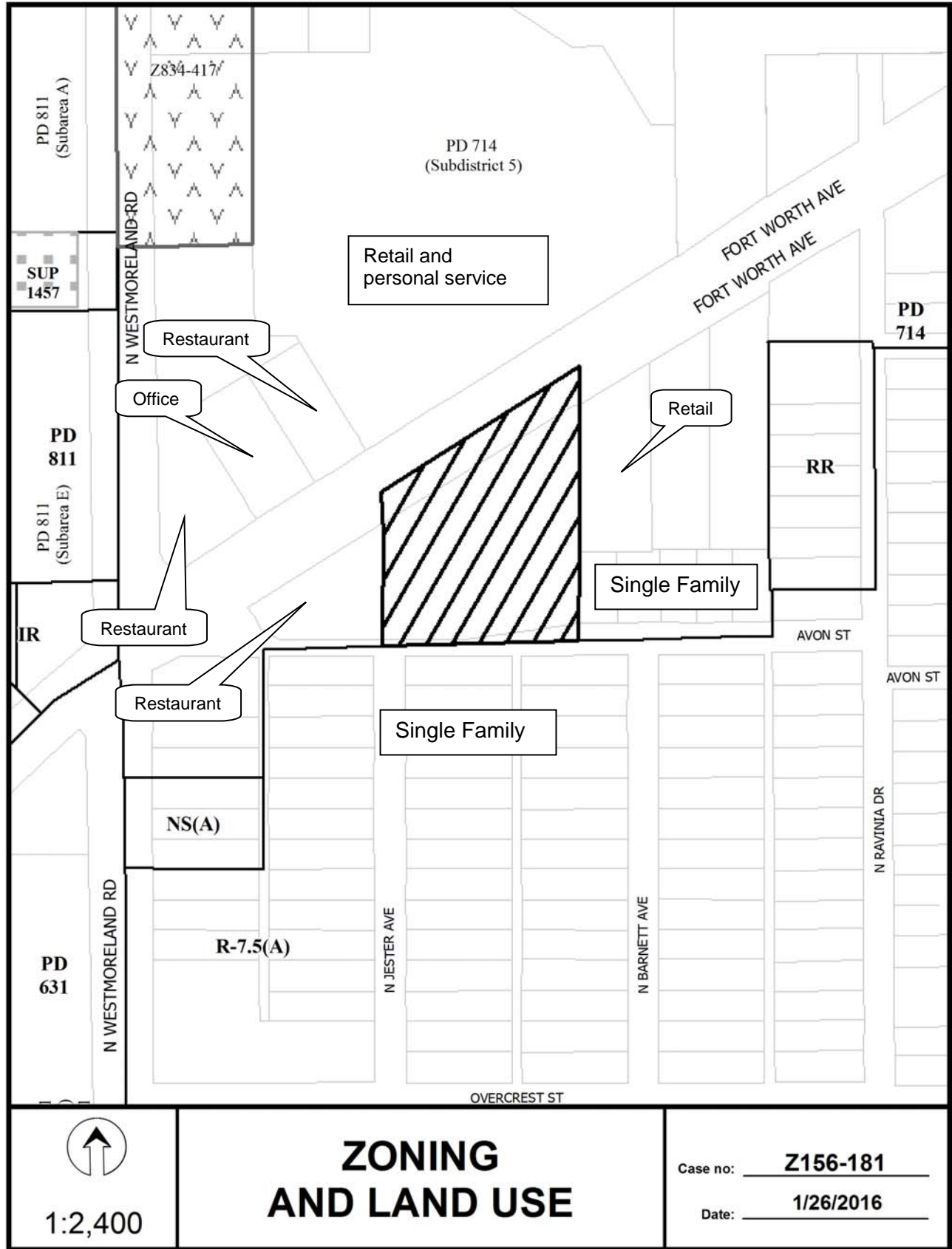


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VICINITY MAP

Case no: Z156-181

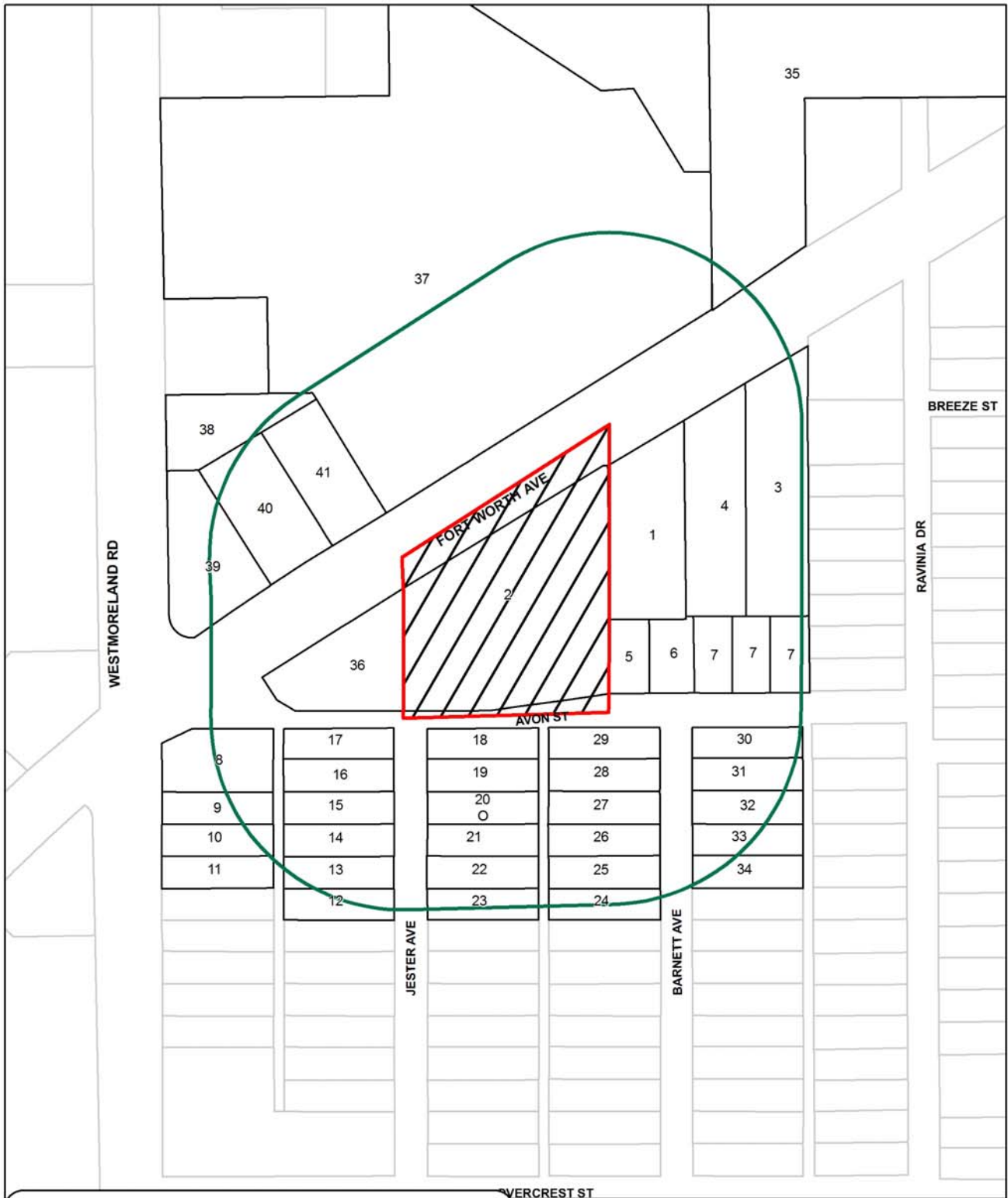
Date: 1/26/2016



ZONING AND LAND USE

Case no: Z156-181
 Date: 1/26/2016

CPC RESPONSES



<u>41</u>	Property Owners Notified (43 parcels)
<u>1</u>	Replies in Favor (1 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>300'</u>	Area of Notification
<u>3/3/2016</u>	Date

Z156-181
CPC



1:2,400

Notification List of Property Owners

Z156-181

41 Property Owners Notified 1 Property Owners in Favor 0 Property Owners Opposed

Reply	Label #	Address	Owner
	1	3108 FORT WORTH AVE	LACP PROPERTIES LLC
	2	3120 FORT WORTH AVE	PEP BOYS MANNY MOE & JACK
	3	3024 FORT WORTH AVE	IRANZAD ALI A &
	4	3030 FORT WORTH AVE	CANO LUIS A
	5	3103 AVON ST	ACOSTA IRENE
	6	3027 AVON ST	CULLAR JAMES W JR
	7	3023 AVON ST	LEHE JOYCE A MAGEE
	8	920 N WESTMORELAND RD	CHHOR NGOUN KAY
	9	914 N WESTMORELAND RD	EVANS NICKEY & PATSY J
	10	910 N WESTMORELAND RD	EVANS NICKEY & PATSY
	11	906 N WESTMORELAND RD	EVANS NICKEY
	12	903 N JESTER AVE	RODRIQUEZ JOSE M ETAL
	13	907 N JESTER AVE	SOTO REFUGIO
	14	911 N JESTER AVE	OLVERA JUAN
	15	915 N JESTER AVE	OLVERA JUAN
	16	919 N JESTER AVE	HERNANDEZ ALFONSO &
	17	923 N JESTER AVE	HATCHER ELOIS EST OF
	18	922 N JESTER AVE	FRIAS MIGUEL & RAMONA
	19	918 N JESTER AVE	MORENO CRISTINA
O	20	914 N JESTER AVE	MARROQUIN RUBEN G
	21	910 N JESTER AVE	PERES J TRINIDAD
	22	906 N JESTER AVE	ROSALES LUISA
	23	902 N JESTER AVE	CP ORIGINATIONS LTD
	24	903 N BARNETT AVE	MACHORRO MARIA
	25	907 N BARNETT AVE	GONZALEZ MARTIN &
	26	911 N BARNETT AVE	LECHUGA SANDRA A

Z156-181(WE)

03/02/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27 915	N BARNETT AVE	CADENA PORFIRIO G
	28 919	N BARNETT AVE	HERNANDEZ CANDELARIO
	29 923	N BARNETT AVE	SANCHEZ EFRAIN VARGAS &
	30 922	N BARNETT AVE	RODRIGUEZ ELISHA
	31 918	N BARNETT AVE	CORPUS LIVING TRUST THE
	32 914	N BARNETT AVE	SANCHEZ GRIMALDO JR &
	33 910	N BARNETT AVE	HANNAH COMPANY SERIES LLC
	34 906	N BARNETT AVE	LOPEZ LILIA
	35 3011	FORT WORTH AVE	BUSHMAN JOHN M TR
	36 3280	FORT WORTH AVE	ALFONSO RIOS INCORPORATED
	37 1050	N WESTMORELAND RD	LIAM LTD
	38 1020	N WESTMORELAND RD	PRO QUICK LUBE LLC
	39 3233	FORT WORTH AVE	PIZZA HUT OF AMERICA INC
	40 3225	FORT WORTH AVE	FORT WORTH AVENUE PLAZA LLC
	41 3223	FORT WORTH AVE	STREET PROPERTIES INC

AGENDA ITEM # 75

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 11
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 25 M

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a City Plan Commission authorized hearing to determine the proper zoning on property zoned Planned Development District No. 703 with consideration given to amending the parking and other necessary development regulations in Planned Development District No. 703 bounded by Hillcrest Road, Lakehurst Avenue, Airline Road, and Aberdeen Avenue
Recommendation of Staff and CPC: Approval, subject to a revised development/landscape plan, traffic management plan, and conditions
Z134-320(VP)

FILE NUMBER: Z134-320(VP)

DATE FILED: August 21, 2014

LOCATION: Bounded by Hillcrest Road, Lakehurst Avenue, Airline Road, and Aberdeen Avenue

COUNCIL DISTRICT: 11

MAPSCO: 25M

SIZE OF REQUEST: Approx. 16.268 acres

CENSUS TRACT: 131.02

REQUEST: A City Plan Commission authorized hearing to determine the proper zoning on property zoned Planned Development District No. 703 with consideration given to amending the parking and other necessary development regulations in Planned Development District No. 703.

SUMMARY: The subject property, Hillcrest High School, had been utilizing a parcel of land owned by the City of Dallas on the southeast corner of Hillcrest Road and Aberdeen Avenue for parking. On November 12, 2014, Planned Development District No. 930 for the Walcrest Pump Station was created and included the parcel used by the high school for parking. By doing so, the high school was no longer in compliance with the development plan and conditions for the number of required parking spaces.

CPC RECOMMENDATION: Approval, subject to a revised development/landscape plan, traffic management plan, and conditions.

STAFF RECOMMENDATION: Approval, subject to a revised development/landscape plan, traffic management plan, and conditions.

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The Engineering Section of the Department of Sustainable Development and Construction reviewed the proposed modifications to the parking requirements and determined that the proposed changes are not expected to create nuisances or be inharmonious to surrounding properties. Any additions or redevelopment of the property is required to comply with the revised development/landscape plan adopted by City Plan Commission.
2. *Traffic impact* – The Engineering Section of the Department of Sustainable Development and Construction and the Department of Street Services Strategic Direction has reviewed the proposed changes and determined it will not adversely impact the surrounding street system. The applicant has submitted a Traffic Management Plan (TMP) for the public school and will become part of the PDD conditions.
3. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas!* *Comprehensive Plan* states that this area is within the residential neighborhood. The existing use and requested changes are consistent with the Comprehensive Plan.

BACKGROUND INFORMATION:

- On October 13, 2004, City Council adopted Ordinance No. 25769, establishing Planned Development District No. 703 for a public school and R-7.5(A) Single Family District uses.
- On February 28, 2008, City Planning Commission approved a minor amendment to the development plan for relocation of a portion of an internal expansion area northward and adjacent to the baseball field.
- November 12, 2014, City Council adopted Ordinance No. 29536, establishing Planned Development District No. 930 for utility services use. The establishment of PDD No. 930 took approximately 1.47 acres, located at the southeast corner of Aberdeen Avenue from PDD No. 703 into PDD No. 930.
- The City Plan Commission authorized this hearing instead of asking DISD to apply because the necessity of the revision to PDD No. 703 was a result of PDD No. 930 for the pump station.

Z134-320(VP)

The request is consistent with the following goal and policies of the Comprehensive Plan.

NEIGHBORHOOD ELEMENT

GOAL 7.1: PROMOTE VIBRANT AND VIABLE NEIGHBORHOODS

Policy 7.1.5: Provide public infrastructure to support neighborhoods.

Surrounding Land Uses:

	Zoning	Land Use
Site	PDD No. 703	School and Athletic Facilities (Hillcrest High School)
North	PDD No. 656	School and Athletic Facilities (Franklin Middle School)
East	R-7.5(A)	Single Family Residential
South	PDD No. 930 & D(A)	Walcrest Pump Station and Duplex
West	R-7.5(A) & R-10(A)	Single Family Residential

Land Use Compatibility:

PDD No. 703 was approved by City Council on October 13, 2004, encompasses approximately 17.7 acres, and is developed as a high school consisting of 61 classrooms and athletic facilities. Property adjacent to the area on the north is zoned Planned Development District No. 656 for a public school, R-7.5(A) to the east, D(A) and Planned Development District No. 930 for utility service uses to the south, and R-10(A) and R-7.5(A) to the west. The school use is compatible with the surrounding land uses which are predominantly single family and duplex, Franklin Middle School and athletic facilities, and the Walcrest Pump Station.

The Walcrest Pump Station, located to the south of Hillcrest High School was constructed in 1956 and was recently zoned Planned Development District No. 930 in order to meet the Texas Commission for Environmental Quality (TCEQ) standards. Hillcrest High School had been utilizing approximately 1.47 acres of land owned by the City, located at the southeast corner of Hillcrest Road and Aberdeen Avenue, for parking. During the establishment of PDD No. 930 the area that had been used by Hillcrest High School for parking was rezoned for pump station uses, amending the PDD No. 703 boundary.

Pursuant to the conditions of PDD No. 703 for a public school use, 475 off-street parking spaces are required and may be provided on the parking lot south of Aberdeen Avenue (the referenced 1.47 acre portion of the site) and by using surplus parking spaces at Franklin Field stadium north of Lakehurst Avenue.

Currently, Hillcrest High School has 300 parking spaces at Franklin Field stadium and 80 on-site parking spaces, for a total of 380. DISD is proposing to construct an additional 50 parking spaces around the existing tennis courts for a total of 430 parking spaces to be provided. This is a reduction of 45 parking spaces, reduced from 475 as currently required to 430 as shown on the revised development/landscape plan.

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
PDD No. 703 -existing	23'	10'	1 Dwelling Unit/ 7,500 sq.ft	44'	27%		Public School

Parking:

DISD supplied a parking study which concluded that the parking reduction as proposed would meet the parking demand of the site. The report summarized data obtained from an overview of the parking demand (430 spaces - existing and new parking), a review of the ITE Parking Generation (3rd Edition) manual, number of on-site school staff, and an analysis of various high schools in DISD in Planned Development Districts. The parking study concluded that the revised parking requirement accommodates current and future parking demands. Staff has reviewed the parking study and agrees that the proposed reduction in number of parking spaces will not adversely affect surrounding properties.

Landscaping:

Landscaping must be maintained and installed per the revised development/landscape plan. The site possesses mature plantings and street trees which must be maintained. New landscaping will be planted in the new expansion area as shown on the revised development/landscape plan. Eleven (11) street trees will be planted along Lakehurst Avenue and twelve (12) additional trees will be planted in the new expansion area near the tennis courts. The street trees to be installed along Lakehurst Avenue must be a minimum of three inches or greater in caliper.

It should be noted that any future expansion/revision to the PPD No. 703 or redevelopment of the site will require an amendment to the development/landscape plan to address proposed redevelopment or expansion. If the property were to be redeveloped with a use other than the public school use, landscaping will be required per Article X.

CPC Action – February 18, 2016:

Motion: It was moved to recommend approval of a City Plan Commission authorized hearing to determine the proper zoning, subject to a revised development/landscape plan, traffic management plan, and conditions with the following additions: 1) Include a study of parking demand and angle parking on Aberdeen Avenue, 2) Permitted parking shall be for the standard parking not compact cars, and 3) Angle parking will be part of TMP, effective August 21, 2016 on property zoned Planned Development District No. 703 with consideration given to amending the parking and other necessary development regulations in Planned Development District No. 703 bounded by Hillcrest Road, Lakehurst Avenue, Airline Road, and Aberdeen Avenue.

Maker: Schultz
Second: Murphy
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid, Anantasomboon, Abtahi, Haney, Jung, Housewright, Schultz, Peadon, Murphy, Tarpley

Against: 0
Absent: 1 - Ridley
Vacancy: 0

Notices: Area: 200 Mailed: 50
Replies: For: 1 Against: 2

Speakers: For: Karl Crawley, 900 Jackson St., Dallas, TX, 75202
Against: Erica Morenoff, 7140 Briar Meadow Dr., Dallas, TX, 75230

DISD BOARD OF TRUSTEES

District 1	Edwin Flores
District 2	Mike Morath
District 3	Dan Miccihe
District 4	Nancy Bingham, Board Secretary
District 5	Lew Blckburn, Ph.D., 2 nd Vice President
District 6	Joyce Foreman
District 7	Eric Cowan, President
District 8	Miguel Solis, 1 st Vice President
District 9	Bernadette Nuttal

CPC RECOMMENDED CONDITIONS

**ARTICLE
703.**

PD 703.

SEC. 51P-703.101. LEGISLATIVE HISTORY.

PD 703 was established by Ordinance No. 25769, passed by the Dallas City Council on October 13, 2004. (Ord. 25769)

SEC. 51P-703.102. PROPERTY LOCATION AND SIZE.

PD 703 is established on property located east of Hillcrest Road and south of Lakehurst Avenue.
The size of PD 703 is approximately 16.268 ~~17.738~~ acres. (Ord. Nos. 25769; 29536; 29536)

SEC. 51P-703.103. DEFINITIONS AND INTERPRETATIONS.

- (a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.
- (b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.
- (c) This district is considered to be a residential zoning district. (Ord. 25769)

SEC. 51P-703.104. EXHIBITS.

The following exhibits are incorporated into the article:

- (a) Exhibit 703A: development/landscape plan.
- (b) Exhibit 703B: traffic management plan.

SEC. 51P-703.104105. DEVELOPMENT PLAN/LANDSCAPE PLAN.

- (a) For a public school use, development and use of the Property must comply with the development/landscape plan (Exhibit 703A). In the event of a conflict between the text of this article and the development/landscape plan, the text of this article controls.
- (b) For all other uses, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply. (Ord. 25769)

SEC. 51P-703.~~105~~106. MAIN USES PERMITTED.

The only main uses permitted in this district are:

- (1) a public school other than an open enrollment-charter school (permitted by right); and
- (2) all other main uses permitted in the R-7.5(A) Single Family District, subject to the same conditions applicable in the R-7.5(A) Single Family District, as amended. For example, a use permitted in the R-7.5(A) Single Family District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the R-7.5(A) Single Family District is subject to DIR in this district; etc. (Ord. 25769)

SEC. 51P-703.~~106~~107. ACCESSORY USES.

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A- 4.217. (Ord. 25769)

SEC. 51P-703.~~107~~108. YARD, LOT, AND SPACE REGULATIONS.

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. In the event of a conflict between this section and Division 51A-4.400, this section controls.)

- (a) In general. Except as otherwise provided in this section, the yard, lot, and space regulations for the R-7.5(A) Single Family District apply in this district.
- (b) Front yard. For a public school use, the minimum front yard is as shown on the development/landscape plan.
- (c) Side and rear yard. For a public school use, the minimum side and rear yard is as shown on the development/landscape plan.
- (d) Height. For a public school use, maximum structure height is 44 feet.
- (e) Lot coverage. For a public school use, maximum lot coverage is 27 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not. (Ord. 25769)

SEC. 51P-703.~~108~~109. OFF-STREET PARKING AND LOADING.

- (a) Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking/loading requirements for each use.
- (b) For a public school use, off-street parking is allowed in the required yards.
- (c) For a public school use with up to ~~50~~ 61 classrooms a minimum of ~~430~~ 475 standard

parking spaces must be provided. Additional parking in the amount required by Division 51A-4.200 must be provided for any classrooms beyond the initial ~~50~~ 61 classrooms.

(d) For a public school use, required parking may be provided ~~on the parking lot south of Aberdeen Avenue,~~ as shown on the development/landscape plan, and by using any surplus parking spaces at Franklin Field stadium north of Lakehurst Avenue.

(e) For a public school use, the head-in parking adjacent to Aberdeen Avenue, as shown on the development/landscape plan, may be counted as required parking. For purposes of this provision, “head-in parking” means parking where maneuvering of the vehicle in entering or leaving the parking space is done within the public right-of-way. (Ord. Nos. 25769; 29536)

SEC. 51P-703.~~409~~110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI. (Ord. 25769)

SEC. 51P-703.~~410~~111. LANDSCAPING.

(a) Except as provided in this section, landscaping must be provided in accordance with Article X.

(b) For a public school use, landscaping must be provided as shown on the development/landscape plan.

(c) All plant materials must be maintained in a healthy, growing condition.

(d) For a public school use, street trees must be planted along the portion of the street within a 300 foot radius of any structure within the expansion area shown on the development/landscape plan. ~~These street trees must be planted within 30 months after October 13, 2004 for an existing structure and within six months after issuance of a building permit for any new structure.~~ The trees listed in Subsection (2), “Species,” of Section 51A-10.134, “Replacement of Removed or Seriously Injured Trees,” must be used. These trees must be a minimum of three caliper inches. Any trees required by this provision must be planted so that the spacing of trees along the street does not exceed 30 feet on center. Additional street trees do not need to be planted where street trees have already been provided pursuant to this provision. (Ord. 25769)

SEC. 51P-703.~~411~~112. SIGNS.

(a) Except as provided in this section, signs must comply with the provisions for non-business zoning districts in Article VII.

(b) For a public school use, signs must be provided as shown on the development/landscape plan.

(c) For a public school use, signs may be located within required yards. (Ord. 25769)

SEC. 51P-703.~~412~~113. FENCES.

For a public school, fencing is permitted at the height and in the locations shown on the development plan. (Ord. 25769)

SEC. 51P-703.114. TRAFFIC MANAGEMENT PLAN.

(a) In general. The operation of a public school other than an open enrollment-charter school must comply with the traffic management plan (Exhibit 703B).

(b) Queuing. Queuing for student drop-off and pick-up in the city right-of-way is only permitted on Aberdeen Avenue, Lakehurst Avenue, and Airlines Road.

(c) Traffic study.

(1) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The traffic management plan is effective as of August 21, 2016. The initial traffic study must be submitted to the director by February 1, 2017. After the initial traffic study, the Property owner or operator shall submit updates of the traffic study to the director by November 1 of every even year thereafter (2018, 2020, 2022, etc.).

(2) The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

- (i) number of students;
- (ii) number of students travelling by each transportation mode other than drop-off and pick-up;
- (iii) ingress and egress points;
- (iv) queue lengths and location;
- (v) single lane queuing only allowed
- (vi) designated student drop-off and pick-up locations;
- (vii) drop-off and pick-up hours;
- (viii) circulation; and
- (ix) potential for angled parking on Aberdeen Avenue.

(3) Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

(i) If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

(ii) If the director determines that the current traffic management plan results in traffic hazards, traffic congestion, or the traffic study determines the need to convert the head-in parking to angled parking along Aberdeen Avenue, the director shall require the Property owner to submit

an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

(d) Amendment process.

(1) A traffic management plan may be amended using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).

(2) The development/landscape plan may be amended using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3) if the traffic study determines the need to convert the head-in parking to angled parking along Aberdeen Avenue.

(3) The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

SEC. 51P-703.443115. ADDITIONAL PROVISIONS.

(a) The entire Property must be properly maintained in a state of good repair and neat appearance.

(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city. (Ord. 25769)

SEC. 51P-703.444116. COMPLIANCE WITH CONDITIONS.

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, in this district until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. 25769)

TRAFFIC MANAGEMENT PLAN FOR
DISD HILLCREST HIGH SCHOOL

IN DALLAS, TEXAS

DESHAZO PROJECT NO. 15233

Z134-320

Prepared for:

Masterplan

900 Jackson Street, Suite 640
Dallas, Texas 75202

Prepared by:



Texas Registered Engineering Firm F-3199

400 South Houston Street, Suite 330

Dallas, Texas 75202

214.748.6740

February 11, 2016





Technical Memorandum

To: Mr. Karl Crawley — *Masterplan*
From: David Nevarez, P.E. — *DeShazo Group, Inc.*
Date: February 11, 2016
Re: Traffic Management Plan for DISD Hillcrest High School in Dallas, Texas
DeShazo Project Number 15233 **Z134-320**

INTRODUCTION

DeShazo Group, Inc. (DeShazo) is an engineering consulting firm providing licensed engineers skilled in the field of traffic/transportation engineering. The services of DeShazo were retained by Masterplan on behalf of the Dallas Independent School District (DISD) to prepare an update of the Traffic Management Plan (TMP) for the Hillcrest High School (the School) located at 9924 Hillcrest Road in Dallas, Texas.

The 9-12th grade school has a current enrollment of approximately 1,250 students with an estimated growth of up to 1,275 students in the upcoming school years. The school administration is planning a revision of the site plan approved by City Plan Commission on August 19, 2004. The proposed changes will accommodate additional off-street parking spaces. The school capacity and student enrollment is not anticipated to increase or change as a result of this request. The attached site plan depicts the proposed modifications.

The school site is zoned Planned Development (PD) District 703. In order to gain entitlements for the proposed improvements, the school administration is seeking approval of a change to the development plan. As part of the approval process, the City of Dallas requires submittal of a TMP update as a record of the preferred traffic control strategies and to ensure overall traffic safety and efficient operations.

This report contains DeShazo's review of the current traffic conditions on and around the school campus as well as an evaluation of the proposed conditions. The plan is intended to assess anticipated traffic conditions during the School peak activities. By consent of the TMP submittal, the school agrees to the strategies presented herein. The school is held self-accountable to enforce the plan until and unless the City of Dallas deems further mitigation measures are necessary.

[NOTE: In this report the term "parent" refers to any parent, family member, legal guardian, or other individual who is involved in the pick-up or drop-off of one or more students at the school.]

TRAFFIC MANAGEMENT PLAN

A school TMP is important to safely achieve an optimum level of traffic flow and circulation during peak traffic periods associated with student drop-off and pick-up operations. By properly managing the vehicular traffic generated during critical periods, the safety and efficiency of school carpool operations will also inherently improve. This TMP should not be considered a comprehensive set of instructions to ensure adequate safety; however, it is a tool that aims to facilitate a safer and more efficient environment.

The analysis summarized below identifies the projected vehicle demand—including parking and queuing space (i.e. vehicle stacking)—needed on site to accommodate projected school traffic demands during peak periods. A concerted effort and full participation by the school administration, staff, students and parents are essential to maintain safe and efficient traffic operations. The use of designated parking and queuing areas is necessary to minimize the operational impact on adjacent properties and the public street system.

School Operational Characteristics

DeShazo conducted field observations of the school on Thursday, November 19, 2015 during all student dismissal periods. **Table 1** summarizes the operational characteristics for DISD Hillcrest High School at the time of these observations.

Table 1. School Operational Characteristics

Enrollment:	1,250 students
Daily Start/Dismissal Schedule:	9 – 12 th Grade: > 8:30 – 4:15 PM
Approximate Number of Students Travelling by Mode Other Than Drop-off/Pick-up:	By DISD Bus: ≈ 20-25% By Walking: ≈ 0% By Self-Driving: ≈ 5%
Approximate Number of Students with Alternate Schedules (i.e. Depart Outside of Normal Peak):	10% (extracurricular activities, early dismissals, etc.)

NOTE #1: To the highest degree practical, the accounts of existing conditions presented in this report were based upon actual on-site observations conducted by DeShazo during typical school day(s) conditions and from personal interviews of school representatives. The analyses and recommendations presented in this report for proposed conditions are based upon evaluations of existing conditions and may be supplemented by DeShazo’s professional judgment and experience. Proposed conditions are intended to reflect the anticipated day-to-day conditions at full occupancy.

NOTE #2: Occasional functions or other events may be held at the school, which generate traffic outside of the traditional peak drop-off and pick-up periods. While some of the measures presented in this report may be applicable in such cases, traffic characteristics other than those directly associated with the primary drop-off and pick-up periods are not the subject of this analysis.

Site Access and Circulation

The subject site provides a small parking area for faculty and staff, which is accessed from Aberdeen Avenue. However, no off-street area is available for student loading and unloading—all traffic activities take place within public right-of-way. In order to accommodate school traffic demands during peak periods, parents line up in queue in front of the school on Aberdeen and idle while waiting for students to be dismissed. Most school buses load students along the north curb of the school on Lakehurst Avenue. Some parents and students also park on Lakehurst Ave, which currently operates as a one-way (eastbound) operation.

Upon egress, westbound traffic on Aberdeen Avenue is not allowed to turn left onto the southbound lanes of Hillcrest Road. Pavement and traffic signs restrict movement to turn right. However, field observations indicate that a small number of vehicles still attempt to turn left when traffic gaps allow it.

No changes to the site or other school operations are planned as part of the proposed changes; student loading/unloading will continue to occur on public rights-of-way.

Passenger Unloading/Loading and Vehicular Queuing

During the afternoon pick-up period, the majority of students are transported by parents in personal vehicles. The School provides loading areas along Aberdeen Avenue and Lakehurst Avenue between Hillcrest Road and Airline Road. However, most of the loading operations occur in front of the school on Aberdeen Avenue. Aberdeen Avenue is 66 feet—wide enough to accommodate 90-degree parking on the north side plus four lanes of traffic (including parallel on-street parking on the south side of the road). While waiting for the student dismissal bell, parents form queue lines in both directions of the road and leave the center lane for by pass traffic (in either direction).

Vehicle queue on Aberdeen Avenue extends beyond the intersection with Hillcrest Road to the west and approximately up to Crest Meadow Drive to the east. Due to the dynamic flow of traffic movements an actual trip generation count was not part of the field observations for this study. However, maximum queue was determined based on the observed start and end of queue lines. Field observations indicate a maximum queue of approximately 90 vehicles on Aberdeen Avenue. The maximum queue, however, was only evident for no more than 10 minutes during the afternoon school peak hour.

DeShazo's school observations consistently indicate that maximum queues occur during the afternoon peak period when students are being picked-up—the morning period is typically not a significant traffic issue since drop-off activities are more temporally distributed and occur much more quickly than student pick-up. In general, the same operation is in effect during the morning peak period; however, the overall volume of vehicles is less concentrated than the afternoon peak hour volume. The evaluation of the traffic in this report is thus based upon the afternoon pick-up period.

Recommendations

DeShazo conducted field observations of the school on Thursday, December 10, 2015 during the student dismissal period. The following set of traffic operations are recommended for the Hillcrest High School administration during peak traffic conditions:

- The traffic circulation plan depicted in **Exhibit 1** is based upon observations of existing traffic during peak conditions. The plan provides a designated route for parents:

- The school provides no vehicular queuing or storage on-site. However, a single queue adjacent to the site on Aberdeen Avenue, Airline Road and Lakehurst Avenue provides approximately 3,196 linear feet of curb—enough capacity for 136 vehicles. This capacity accommodates a peak vehicle queue of approximately 90 vehicles and provides a surplus of 1,081 feet.
- Install a permanent sign with time restriction that limits ingress access to Aberdeen Avenue from the northbound lanes of Hillcrest Road. Restricting ingress vehicles on Aberdeen Avenue would enforce a clockwise flow around the school property and encourage parents to only queue westbound on Aberdeen Avenue; effectively creating a one-way westbound traffic operation during the school drop off/ pick-up time.
- “Right Turn Only” operations on the westbound approach of Aberdeen Avenue at Hillcrest should remain in effect. As needed, staff should install temporary traffic control devices (such as traffic cones, etc.) to prevent illegal left turns onto Hillcrest Road and when typical traffic conditions are expected.
- School should issue parking permits to students and staff to regulate parking.
- School should designate at least two DISD employees on Aberdeen Avenue and Lakehurst Avenue, respectively, during peak school hours to monitor the flow of traffic. However, in order to minimize liabilities, the School should allow no school staff other than DISD police and/or deputized officers of the law to engage or attempt to influence traffic operations in public right-of-way.

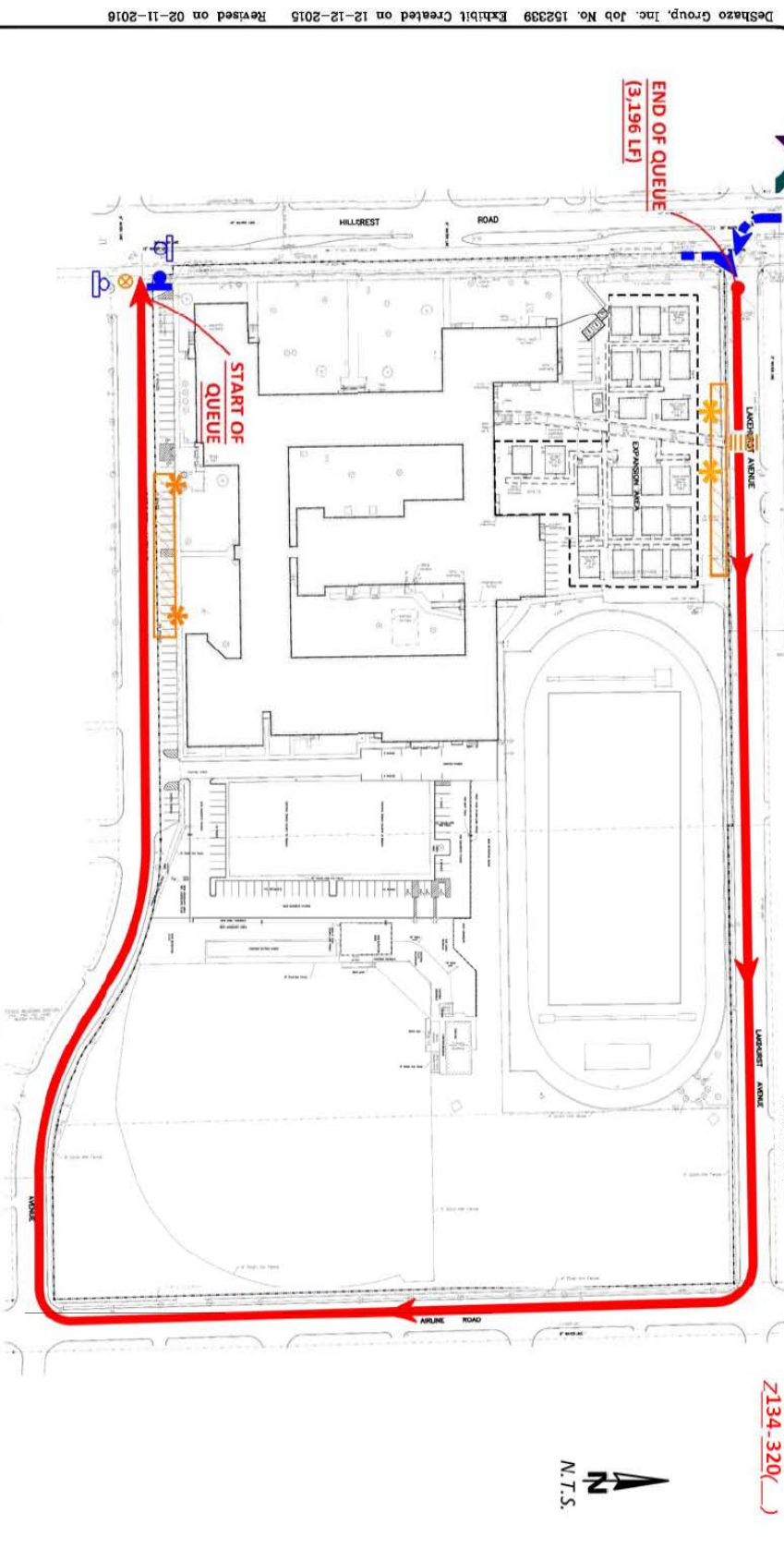
SUMMARY

The subject site provides a small parking area for faculty and staff. Field observations of existing conditions indicate that student loading/unloading activities operate within public right-of-way. In order to accommodate school traffic demands during peak periods, most parents line up in queue in front of the school on Aberdeen.

The plan presented in this report should be enforced by DISD Hillcrest High School to provide safe and efficient transportation of students, staff, and faculty to and from the site. Full cooperation of all school staff members, students, and parents is crucial for the continuing success of this traffic management plan. The plan was developed with the intent of optimizing safety and efficiency and the goal of accommodating within the site vehicular traffic generated by the school at peak traffic periods. The school should review details of this plan on a regular basis to confirm its effectiveness.

END OF MEMO

Proposed TMP Circulation Plan



Deshazo Group, Inc. Job No. 152339 Exhibit Created on 12-12-2015 Revised on 02-11-2016

Queuing Summary			
Student Group	Dismissal Times	Vehicular Traffic Demand Queue	
Grades 9-12	4:15 PM	Provided*	3,196 LF (136 cars)
		Required**	2,115 LF (90 cars)
		Surplus	1,081 LF (46 cars)

* On-Street
 ** Vehicular queue calculated at 23.5 feet/passenger car based on field observations.

- Legend**
- School Staff
 - Student Drop-off/ Pick-up Area
 - Queue Capacity
 - Ingress Route
 - Traffic Cones
 - Existing Traffic Sign "NO LEFT TURN"
 - Recommended Traffic sign: Permanent lime Restricted Turn
 - Mid-Street Crosswalk

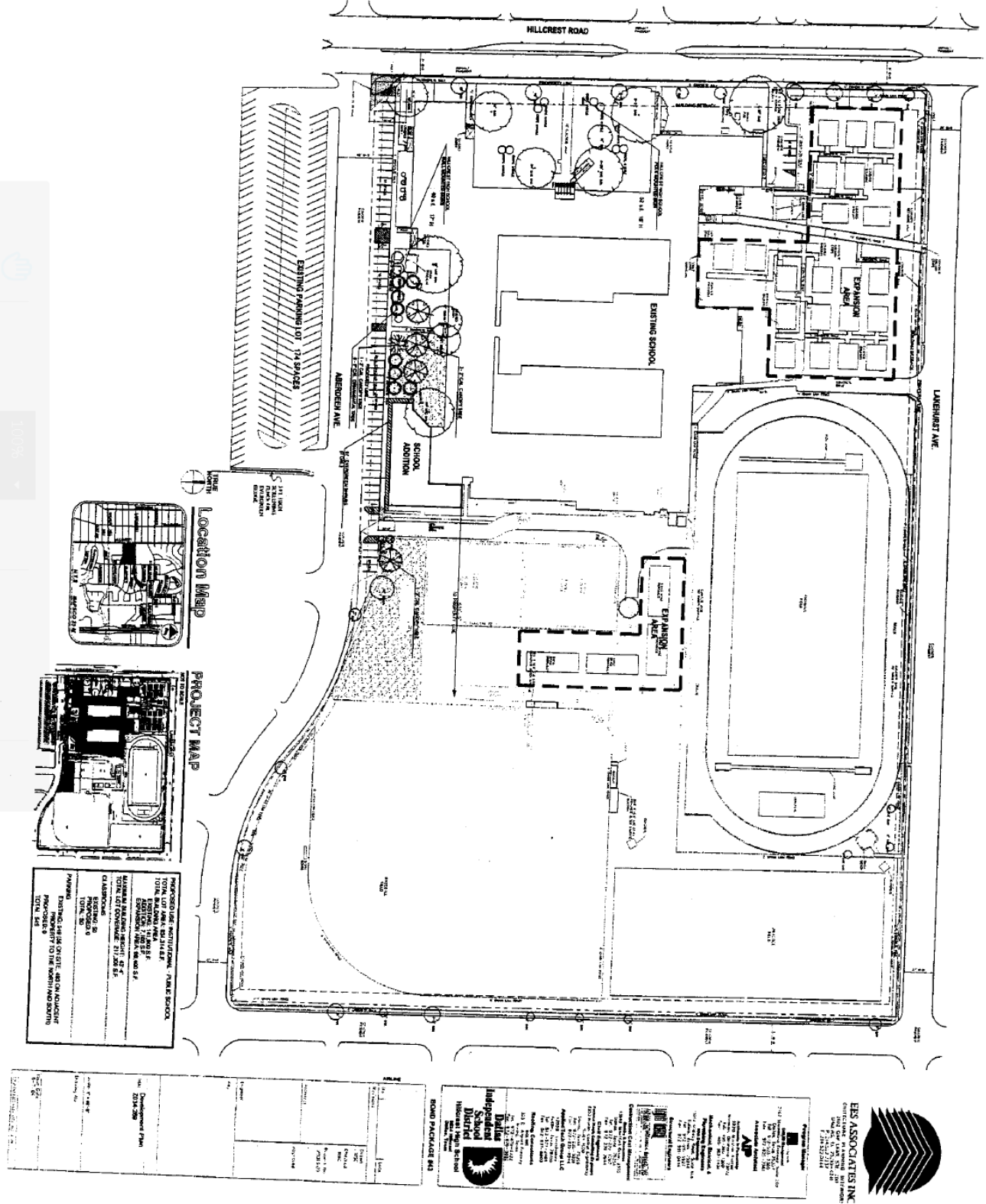
The purpose of this Traffic Management Plan (TMP) is to evaluate traffic operations that promote safety and efficient vehicle circulation. The school administration should adhere to this TMP. Any deficiency due to spillover of queuing into undesignated areas of the city rights-of-way, including roadway travel lanes, should be corrected by the school immediately.

1. David Newarez, P.E. #10165200, certifies that site constraints preclude the school's ability to accommodate vehicular queue on-site. While it may not be feasible to eliminate queuing in public rights of way, establishing a designated school route will lessen impact to neighborhood as well as background traffic on the main roads. This option is subject to approval by the City of Dallas Street Services Department.

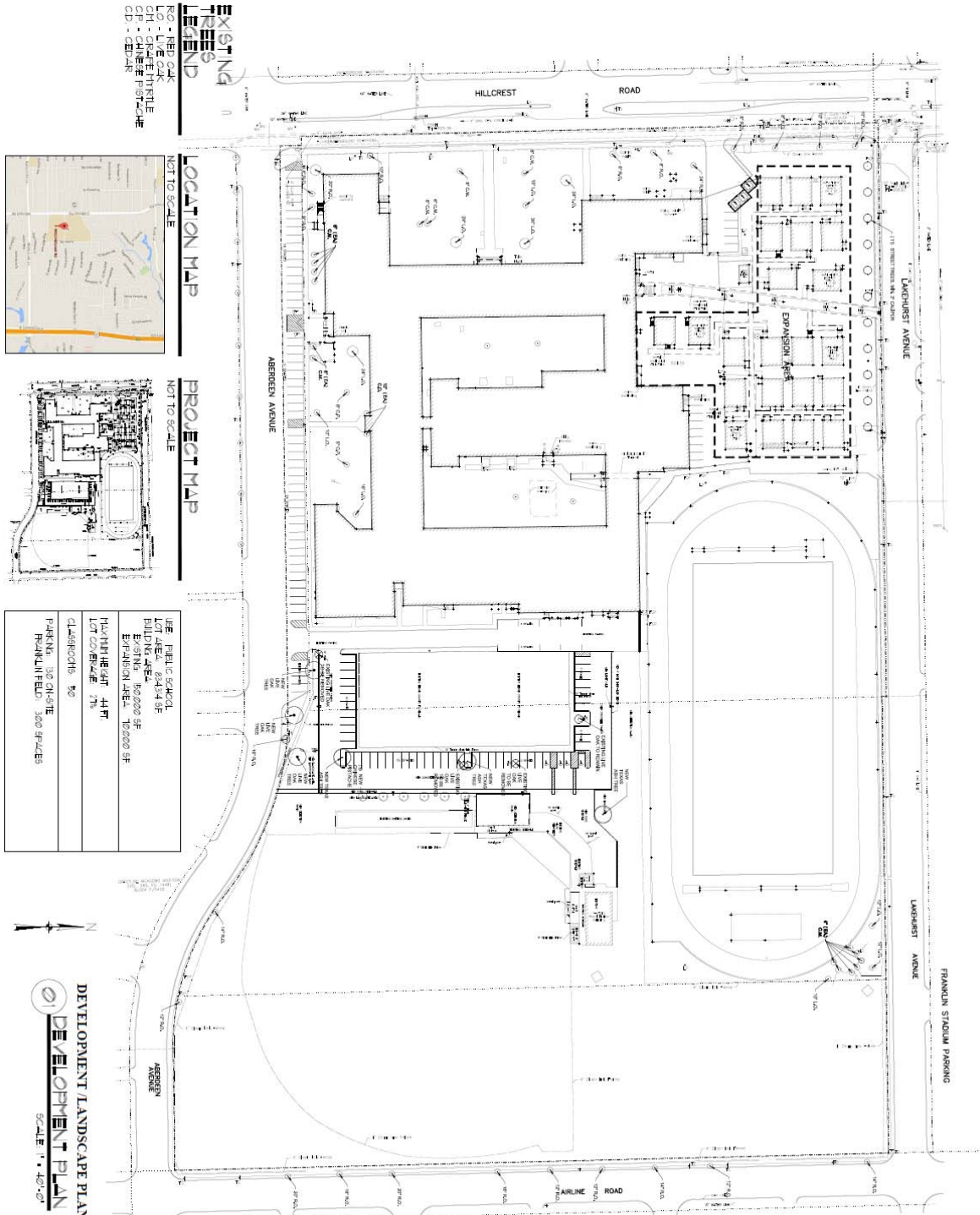
EXHIBIT 1
Traffic Management Plan
 DISD Hillcrest High School
 9924 Hillcrest Road, Dallas, Texas.

Deshazo Group, Inc.
 Texas Registered Engineering Firm F-3139
 400 S. Houston St. Suite 330
 Dallas, Texas 75202
 (214) 748-6740

CURRENT DEVELOPMENT PLAN



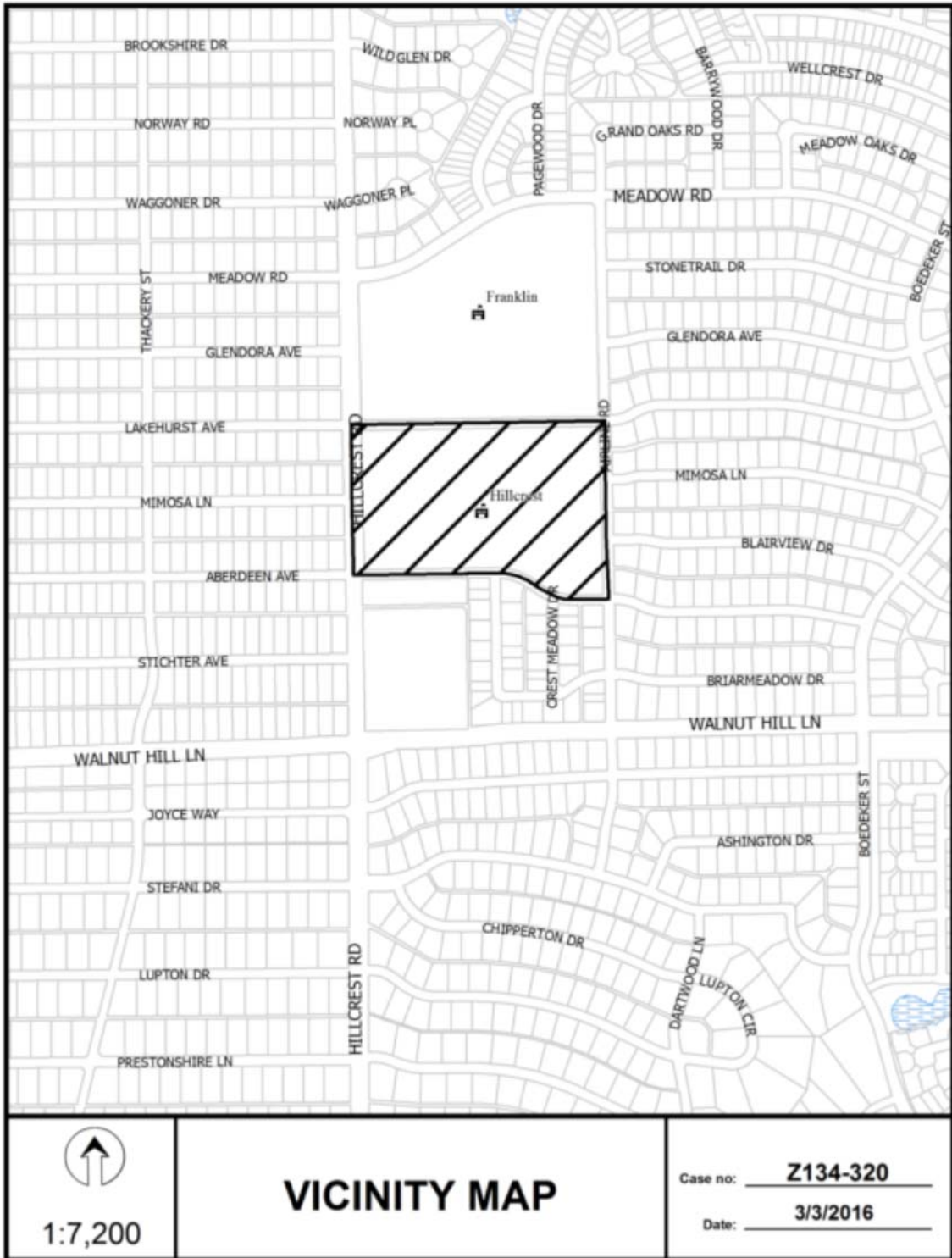
REVISED DEVELOPMENT/LANDSCAPE PLAN



DATE:	05/26/2018
PROJECT:	HILLCREST HIGH SCHOOL
PROJECT NO.:	1801
DESIGNER:	ARCHITECTS
SCALE:	1" = 40'-0"

PARKING LOT ADDITION
HILLCREST HIGH SCHOOL
 DALLAS INDEPENDENT SCHOOL DISTRICT
 9924 HILLCREST RD., DALLAS, TEXAS 75220







1:3,600

AERIAL MAP

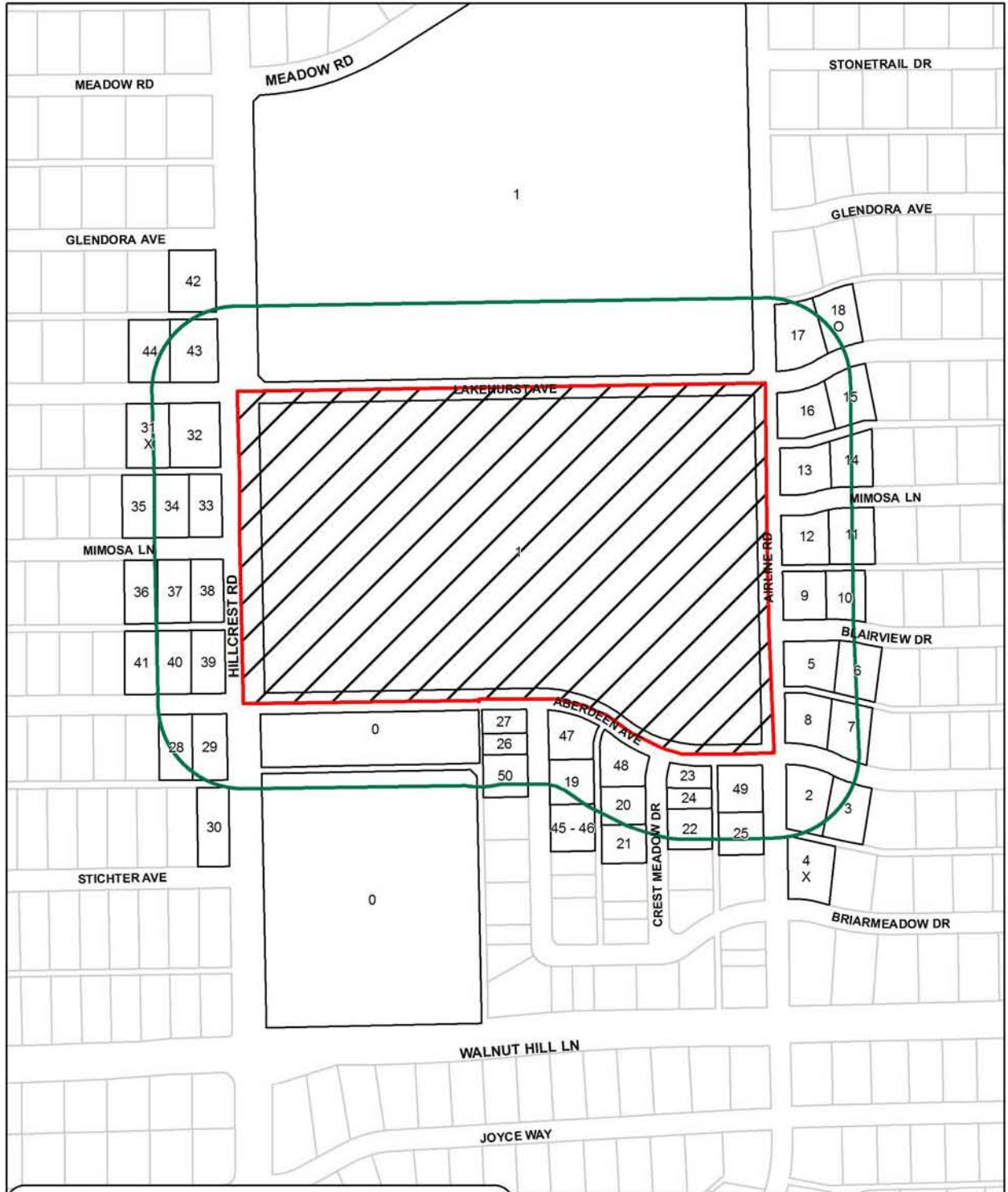
Case no: Z134-320

Date: 11/16/2015





CPC Responses



<u>50</u>	Property Owners Notified (52 parcels)
<u>1</u>	Replies in Favor (1 parcels)
<u>2</u>	Replies in Opposition (2 parcels)
<u>200'</u>	Area of Notification
<u>2/18/2016</u>	Date

Z134-320
CPC



1:3,600

02/17/2016

Reply List of Property Owners***Z134-320******50 Property Owners Notified 1 Property Owners in Favor 2 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	9924 HILLCREST RD	Dallas ISD
	2	7108 ABERDEEN AVE	BERNSTEIN SCOT B
	3	7116 ABERDEEN AVE	SHARP JEANNE
X	4	7107 BRIARMEADOW DR	BRANCH MADIE M
	5	7108 BLAIRVIEW DR	MILLER ZOE J
	6	7116 BLAIRVIEW DR	KINNEY ELIZABETH NEEL
	7	7115 ABERDEEN AVE	BERRY ROSS JR
	8	7107 ABERDEEN AVE	GIBBY FAMILY LIVING TRUST
	9	7107 BLAIRVIEW DR	MIRICK EDWARD M
	10	7115 BLAIRVIEW DR	JAMIESON ANDREW &
	11	7112 MIMOSA LN	COHEN RONALD E
	12	7106 MIMOSA LN	HOLT MARY A
	13	7105 MIMOSA LN	TILL LEE ROY
	14	7111 MIMOSA LN	COMBES RUSTIN BRADLEY
	15	7110 LAKEHURST AVE	PHILLIPS GREGORY M & JENNIFER S
	16	7106 LAKEHURST AVE	MURO BENJAMIN P JR &
	17	7107 LAKEHURST AVE	KAHN MARCIA
O	18	7111 LAKEHURST AVE	GOLDSTEIN LYNN E
	19	7015 BRIARMEADOW DR	LAMAY BRIAN W &
	20	9831 CREST MEADOW DR	SANFORD BETTY A
	21	9823 CREST MEADOW DR	BLAIR KATHERINE L
	22	9824 CREST MEADOW DR	HORLOCK SUSAN WALKER
	23	9834 CREST MEADOW DR	AVERY ROBERT LEE
	24	9832 CREST MEADOW DR	AVERY ROBERT LEE
	25	9815 AIRLINE RD	MURO BENJAMIN P JR &
	26	7008 BRIARMEADOW DR	FLANAGAN ANDREA H

02/17/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	7006 BRIARMEADOW DR	FLANAGAN JESSE N
	28	6828 ABERDEEN AVE	HOME ALONE CORP THE
	29	6834 ABERDEEN AVE	NIGHT SCOTT GORDON & CATHERINE ANITA
	30	6837 STICHTER AVE	WELLSFRY JOHN L & ANDREA B
X	31	6822 LAKEHURST AVE	SLACK JAMES YOUNG
	32	6830 LAKEHURST AVE	FAULKNER SCOTT HUNTER
	33	6835 MIMOSA LN	NGUYEN KEVIN K
	34	6827 MIMOSA LN	YOUNG JOSEPH K
	35	6823 MIMOSA LN	ELLIS JOHN MICHAEL & CATHERINE ASHLEY
	36	6822 MIMOSA LN	CHRISTENSEN LISA J & MICHAEL F
	37	6828 MIMOSA LN	SENISE JAIRO
	38	6834 MIMOSA LN	BOOTHMAN DAVID A
	39	6835 ABERDEEN AVE	VALDEZ LILLIAN
	40	6829 ABERDEEN AVE	RAMIREZ DANIEL
	41	6823 ABERDEEN AVE	POUNDERS NOLAND M
	42	6830 GLENDORA AVE	GARRETT DONNA NICKENS
	43	6831 LAKEHURST AVE	MITTAL NAVEEN &
	44	6823 LAKEHURST AVE	RUBLE TOD A &
	45	7023 BRIARMEADOW DR	DUSENBERRY DAVID W TR
	46	7025 BRIARMEADOW DR	DUSENBERRY DAVID W
	47	7007 BRIARMEADOW DR	BAKER LINDA WATTS
	48	9839 CREST MEADOW DR	CASIPIT CALVIN M &
	49	9823 AIRLINE RD	BOMAR HENRY H III &
	50	7016 BRIARMEADOW DR	SLAVOV LACHEZAR

AGENDA ITEM # 76

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 14
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 45 H

SUBJECT

A public hearing to receive comments regarding an application for a Specific Use Permit for a vehicle or engine repair or maintenance use on property zoned Subarea 1B of Planned Development District No. 298, the Bryan Area Special Purpose District on the south corner of Ross Avenue and Villars Street
Recommendation of Staff: Approval for a two-year period, subject to a site plan and conditions
Recommendation of CPC: Denial
Z156-129(SM)

FILE NUMBER: Z156-129(SM) **DATE FILED:** November 10, 2015
LOCATION: South corner of Ross Avenue and Villars Street
COUNCIL DISTRICT: 14 **MAPSCO:** 45-H
SIZE OF REQUEST: Approx. 17,340 sq. ft. **CENSUS TRACT:** 16.00

APPLICANT / OWNER: Hinga Mgogo

REPRESENTATIVE: Daniel M. Branum, Esq.

REQUEST: An application for a Specific Use Permit for a vehicle or engine repair or maintenance use on property zoned Subarea 1B of Planned Development District No. 298, the Bryan Area Special Purpose District.

SUMMARY: Hinga's Automotive requests to continue to operate within the existing improvements for an additional two years. A vehicle engine repair or maintenance facility has been operating at the site for 29 years, according to certificate of occupancy records. The use was made nonconforming on April 27, 2005 when City Council approved revisions to the PD Ordinance consistent with the Bryan Area Study. The PD Ordinance deemed that the nonconforming use status would be lost on April 26, 2010, but permitted a Board of Adjustment appeal for a later compliance date. The applicant was granted a later compliance date of April 13, 2013. Then, on August 14, 2013, City Council approved a new subarea and a Specific Use Permit for vehicle or engine repair or maintenance for a two-year period on the subject site.

CPC RECOMMENDATION: **Denial.**

STAFF RECOMMENDATION: **Approval** for a two-year period, subject to a site plan and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – While it is evident that the area is redeveloping, the use currently remains compatible with the surrounding area.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The request seeks to extend the life of an existing use for an additional two years, or until the site can be redeveloped, whichever comes first.
3. *Not a detriment to the public health, safety, or general welfare* – The request is not foreseen to be a detriment to the public health, safety, or general welfare.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The request does not require any modifications to the applicable zoning regulations.

BACKGROUND INFORMATION:

- Planned Development District (PD) No. 298 (Subdistrict 1) includes a provision specifically related to nonconforming uses (Section 51P-298.108). Ordinance No. 25960 (established on April 27, 2005) states that all nonconforming uses must be brought to conformance no later than April 26, 2008, except those uses that became nonconforming as a result of City Council action on April 27, 2005, must be brought into conformance no later than April 26, 2010. The ordinance states that the owner of a nonconforming use in Subdistrict 1 may appeal to the Board of Adjustment for a later compliance date at any time up to the respective conformance date. As a result of the above referenced action, the applicant appealed to the Board of Adjustment and was approved for a compliance date of April 13, 2013.
- On April 15, 2010, City Plan Commission authorized a public hearing for a property north of the request site at 3509 Ross Avenue, with consideration given to appropriate zoning for the area including use, development standards, and other appropriate regulations that would allow for a vehicle or engine repair use in addition to the existing permitted uses.
 - On November 10, 2010, the City Council approved a new subarea within Planned Development District No. 298 and approved Specific Use Permit No. 1819 for a vehicle or engine repair use for a ten-year period with eligibility for an automatic renewal for one additional two-year period for the property north of the request site.

- On June 18, 2013, the property north of the request site, 3509 Ross Avenue (Subarea 1A) completed a demolition permit. The former vehicle engine repair or maintenance use at 3509 Ross Avenue was assimilated in to a larger parcel, 3501 Ross Avenue, and is now a multi-story multifamily development. The multifamily development was issued a certificate of occupancy August 12, 2015.

Zoning History: There have been no recent zoning changes in the vicinity within the last five years relevant to this request.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Ross Avenue	Collector	80 ft.	80 ft.
Villars Street	Local	40 ft.	40 ft.

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that the proposed development will not have a negative impact on the surrounding street system.

Comprehensive Plan:

The *forwardDallas!* Comprehensive Plan designates the area of request in the Multi-modal corridor. This Building Block should encourage the redevelopment of aging auto-oriented single family neighborhoods. These areas offer dense mixed use and then transition to multi-family and single family housing at the edge. These corridors should diminish quickly in scale, density, and intensity away from the corridor, respecting existing single family neighborhoods while maintaining a strong focus on transit-orientation and access.

Although the request does not create a dense mixed use development, it is believed that in time it will redevelop when conditions are appropriate, much like the redevelopment across the street at 3509 Ross Avenue has accomplished.

Area Plan: The Bryan Area Study of 1988 determined that a Planned Development District was appropriate to help organize and enhance the development potential in an area of East Dallas adjacent to and northeast of the Central Business District. Beginning in March 2004, an evaluation study was conducted to determine if development was meeting the objectives of the Bryan Area Study and to make recommendations to adjust regulations that were falling short. The original study identified eight objectives: (1) promote urban character; (2) encourage residential development; (3) encourage redevelopment and commercial activity; (4) establish the Bryan Area as a regional health care complex of Dallas; (5) enhance the physical appearance and promote urban character within the Bryan Area; (6) reinforce the multi-cultural character of the Bryan Area; (7) focus commercial/retail redevelopment

opportunities to the Village Center; and (8) establish linkages to regional activity centers.

Subsequent to that study, an evaluation study was conducted and found that objectives 3 and 7 were off track. Specifically, Ross Avenue was divided into a few subdistricts of differing regulations and the predominance of auto-related uses were identified as redevelopment inhibitors. The recommendations of the evaluation study identified changes to PD No. 298 to encourage the desired development for the Ross Avenue corridor, namely: (1) subdistricts 1, 2, and 3 were combined along Ross Avenue to encourage uniform regulations for this gateway corridor; (2) razor wire and barbed wired fencing was prohibited and desired fencing materials listed; and (3) compliance dates for nonconforming uses along Ross Avenue were determined necessary to achieve the desired urban scale development and improve opportunity to maximize development potential. Uses that became nonconforming on April 25, 2005, were issued a compliance date of April 26, 2010, and uses that were nonconforming prior to April 25, 2005, received a compliance date of April 26, 2008. The subject property's compliance date was April 13, 2013.

Redevelopment is occurring on Ross Avenue and this request allows an existing use to operate temporarily until the property is redeveloped and the desired urban character along this corridor can be achieved.

Land Use Compatibility:

	Zoning	Land Use
Site	PDD No. 298 Subdistrict 1B	Vehicle or engine repair or maintenance
Northeast	PDD No. 298 Subdistrict 1	DISD Administrative Offices
Southeast	PDD No. 298 Subdistrict 7	DISD surface parking lot
Southwest	PDD No. 298 Subdistrict 1	Nursery, garden shop and plant sales
Northwest	PDD No. 298 Subarea 1A w/SUP No. 1819	Multifamily

The subject site is adjacent to a nursery, garden shop, or plant sales use to the west, and several surface parking lots to the south and east, across Villars Street. The surface parking lots are owned and service the Dallas Independent School District's administrative offices to the northeast. Property to the north of the site, across Ross Avenue, is a recently redeveloped multiple family site that razed a similar vehicle engine repair or maintenance facility that was granted Specific Use Permit No. 1819 for a ten-year period.

The approximately 17,340 square foot site is zoned Subdistrict 1B of Planned Development District No. 298, the Bryan Place Special Purpose District, and is currently developed with a vehicle or engine repair or maintenance use. The request for a second specific use permit for a vehicle or engine repair or maintenance use will allow

the applicant to continue operating a vehicle or engine repair or maintenance use for an additional two-year period. The use has been operating at this location for 29 years to allow the long-time business a chance to retire and sell the property for redevelopment.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city. To approve this case could be a setback for Ross Avenue redevelopment, especially for the request for a possible 12-year period.

Landscaping: Landscaping of any development will be in accordance with Article X, as amended.

CPC Action – February 4, 2016:

Motion: It was moved to recommend **denial** of a Specific Use Permit for a vehicle or engine repair or maintenance use on property zoned Subarea 1B of Planned Development District No. 298, the Bryan Area Special Purpose District on the south corner of Ross Avenue and Villars Street.

Maker: Ridley
Second: Emmons
Result: Carried: 11 to 4

For: 11 - Anglin, Emmons, Davis, Shidid, Anantasomboon, Abtahi, Jung, Housewright, Peadon, Ridley, Tarpley

Against: 4 - Houston, Haney, Schultz, Murphy
Absent: 0
Vacancy: 0

Notices: Area: 200 Mailed: 12
Replies: For: 2 Against: 0

Speakers:

For: Dan Branum, 9203 Spring Water Dr., Dallas, TX, 75228
Hinga Mbogo, 3516 Ross Ave., Dallas, TX, 75201
Richard Tesauro, 3124 Trevolle Pl., Dallas, TX, 75204
Daniel Njenga, 1000 Lock Hart Dr., Plano, TX, 75023
Farroukh Zaibi, 6315 Campbell Rd., Dallas, TX, 75240
Moses Rop, 2620 Bluffs Ct., McKinney, TX, 75071
Harriet Mimaria, 1624 Commerce Dr., Plano, TX, 75093
Mary Mungai, 9821 Summerwood Cir., Dallas, TX, 75243
Maurice Smith, 1010 Allen St., Dallas, TX, 75204
For (Did not speak): John Goodrich, 821 Pavillion St., Dallas, TX, 75204
Dfedan Mbogo, 3516 Ross Ave., Dallas, TX, 75201
Andrew Oostdyk, 9860 Shoreview Rd., Dallas, TX, 75238
Robert Woodliff, 4144 N. Central Expy., Dallas, TX, 75204
Arine Steel, 9959 Adleta Blvd., Dallas, TX, 75243
Mike Salinas, 1222 Commerce St., Dallas, TX, 75202
William Araiza, 5414 Longview St., Dallas, TX, 75206
Robert Cunningham, 9635 Hilldale Dr., Dallas, TX, 75231
George Toomer, Jr., 2125 Peavy Rd., Dallas, TX, 75228
Jamwell Kaman, P.O. Box 742634, Dallas, TX, 75375
Joshua Okallo, 3001 E. Ave., Grand Prairie, TX, 75050
Lee Mbogo Mwangi, 2030 Woodhaven Ln., Mesquite, TX, 75181
Margaret Githire, 1309 Maple Ridge Dr., Mesquite, TX, 75143
Angela Davis, 4706 Tremont St., Dallas, TX, 75246
Loyce Brown, 6302 Duck Creek Dr., Garland, TX, 75043
Robert Vaughan, 5140 Rexton Ln., Dallas, TX, 75214
Lucy Kyangi, 2800 Kernville Dr., Wylie, TX, 75098
Mathew Ngao, 6817 Richwood Dr., Dallas, TX, 75287
Judy Ngatia, 18777 Midway Rd., Dallas, TX, 75287

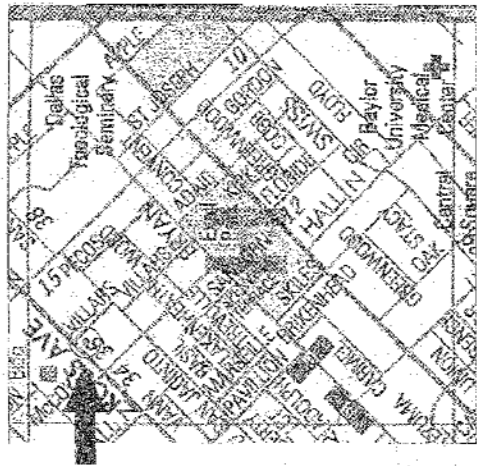
Sammy Kainaimburi, 14041 Preston Rd., Dallas, TX, 75254
Raphael Wilson, 5219 Maple Ave., Dallas, TX, 75235
Desek Njoroge, 11110 Woodmeadow Pkwy., Dallas, TX, 75228
Edward Kiarie, 4845 N. O'Connor, Irving, TX, 75062
Samson Woube, 1801 Lake Tawakoni Dr., Allen, TX, 75002
Adisu Tadesse, 3104 Silver Springs Ln., Richardson, TX, 75082
Karl Ward, 3600 San Jacinto St., Dallas, TX, 75204
Simon Njihia, 9030 Markville Dr., Dallas, TX, 75243
Patrick Kagu, 4212 Sun Valley Dr., Dallas, TX, 75216
Anthony Kimani, 14041 Preston Rd., Dallas, TX, 75254
Irene Ngatia, 18777 Midway Rd., Dallas, TX, 75287
Peter Muriithi, 1212 Vineland Ct., Allen, TX, 75002
Dexter McDonald, 1405 McCoy St., Dallas, TX, 75204
Karen Henry, 610 Squire Ct., Allen, TX, 75002
Peter Ndungu, 4300 Rosemeade Pkwy., Dallas, TX, 75287
Mumbi Baskin, 5805 Antique Rose Trail, Fairview, TX, 75069
Lucy Kamau, 11110 Woodmeadow Pkwy., Dallas, TX, 75228
Roshan Patel, 2403 N. Washington Ave., Dallas, TX, 75204
Ron Olson, 4058 Buena Vista St., Dallas, TX, 75204
Charity Njuguna, Address not given

Against: Linda Collins, 3203 Lakenheath Pl., Dallas, TX, 75204
Gary Mitchell, 908 Pavillion St., Dallas, TX, 75204
Eric Williamson, 3507 Bryan St., Dallas, TX, 75204
Wayne Smith, 927 Liberty St., Dallas, TX, 75204

PROPOSED SUP CONDITIONS

1. USE: The only use authorized by this specific use permit is vehicle or engine repair or maintenance.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (2 years from passage).
4. FLOOR AREA: The maximum floor area is 4,282 square feet.
5. HOURS OF OPERATION: The vehicle or engine repair or maintenance use may only operate between 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 7:00 a.m. and 5:00 p.m. on Saturday.
6. INGRESS-EGRESS: Ingress and egress must be provided in the locations shown on the attached site plan. No other ingress or egress is permitted.
7. PARKING: A minimum of 12 off-street parking spaces must be provided in the location shown on the attached site plan.
8. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
9. GENERAL REQUIREMENTS: Use of the Property must comply with all federal state laws and regulations, and with all ordinances, rules and regulations of the City of Dallas.

PROPOSED SITE PLAN



Mapisco Ref# 454

Site/Building Data:

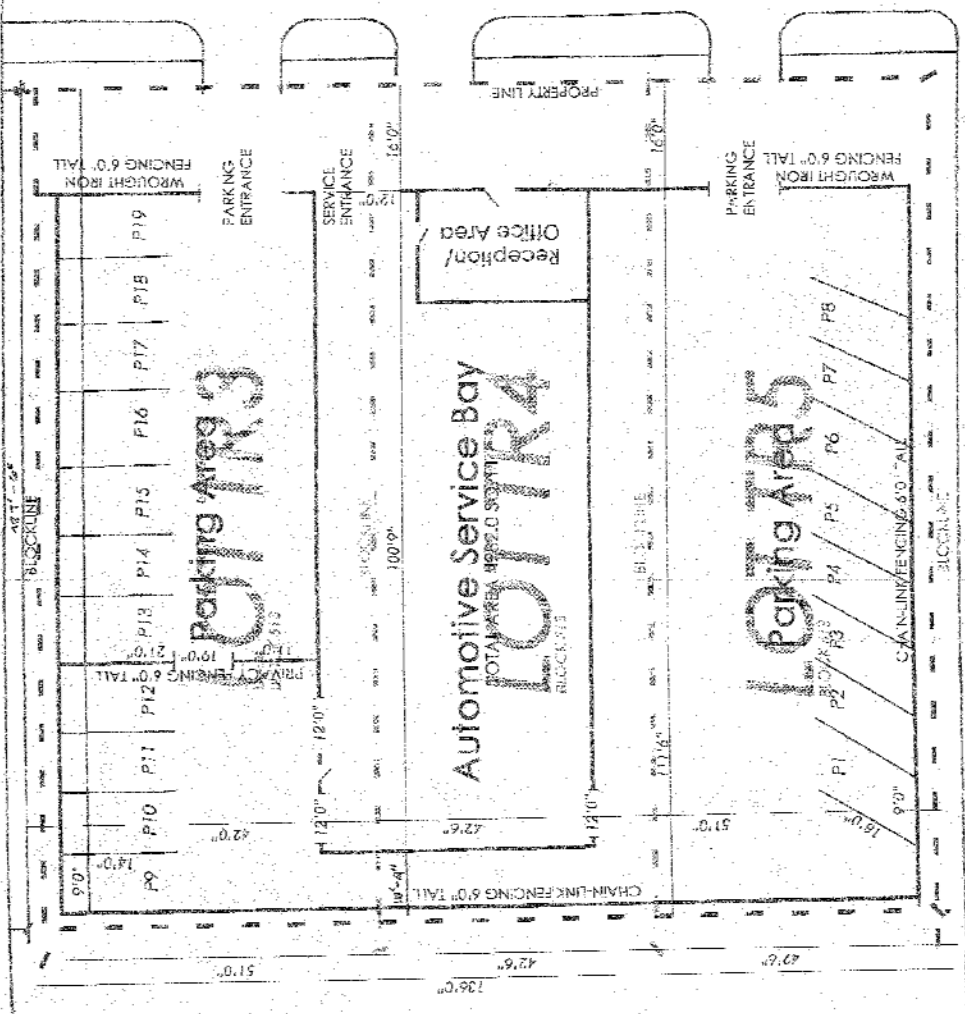
- Total Area of Site: 17,340.5 sq. ft
- Total Area of Building: 4,262.0 sq. ft
- Percentage of Site Used: 24.6%
- Total Parking Spaces Provided: 19
- Parking Spaces Required: 9
- Size of Parking Spaces (P1-P8): 9'0" by 18'0"
- Size of Parking Spaces (P9-P19): 9'0" by 14'0"

Z156-129

Site Plan

Case # Z123-163

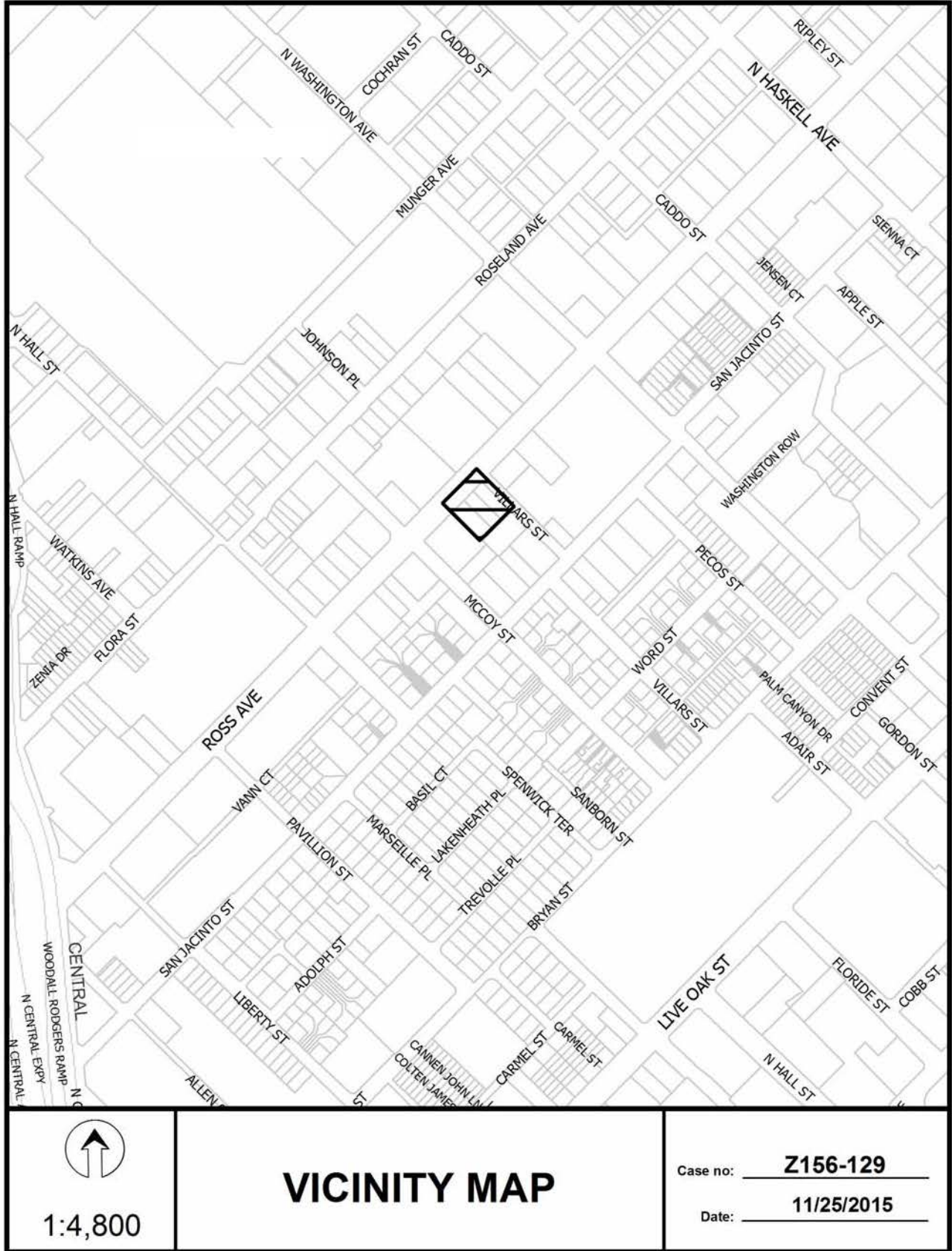
ROSS AVENUE



VILLARS STREET

Hinga's Automotive Company
3516 Ross Avenue, Dallas, TX 75228

Mr. Hinga Mbogo
Owner/Manager



1:4,800

VICINITY MAP

Case no: **Z156-129**

Date: **11/25/2015**

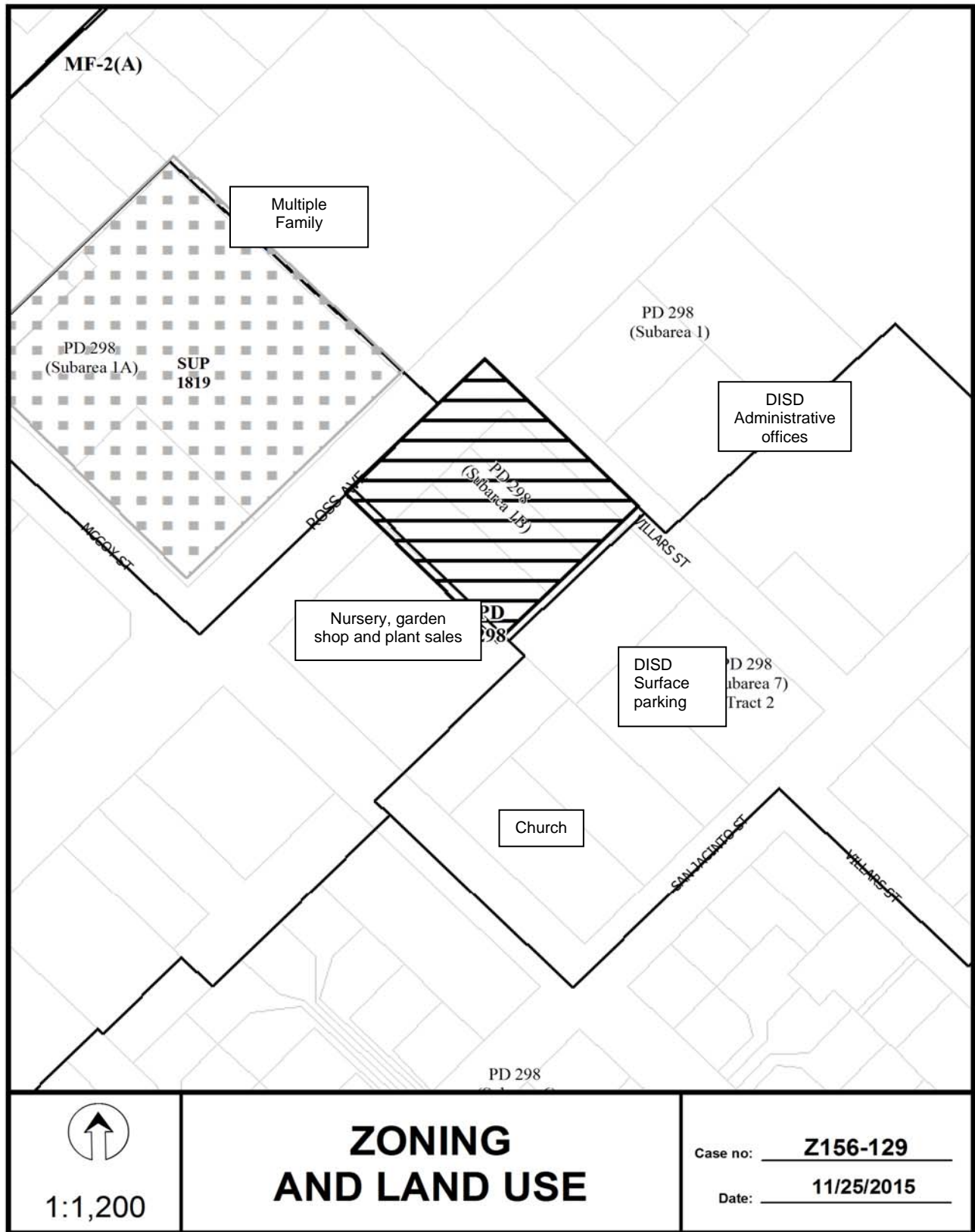


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AERIAL MAP

Case no: Z156-129

Date: 11/25/2015

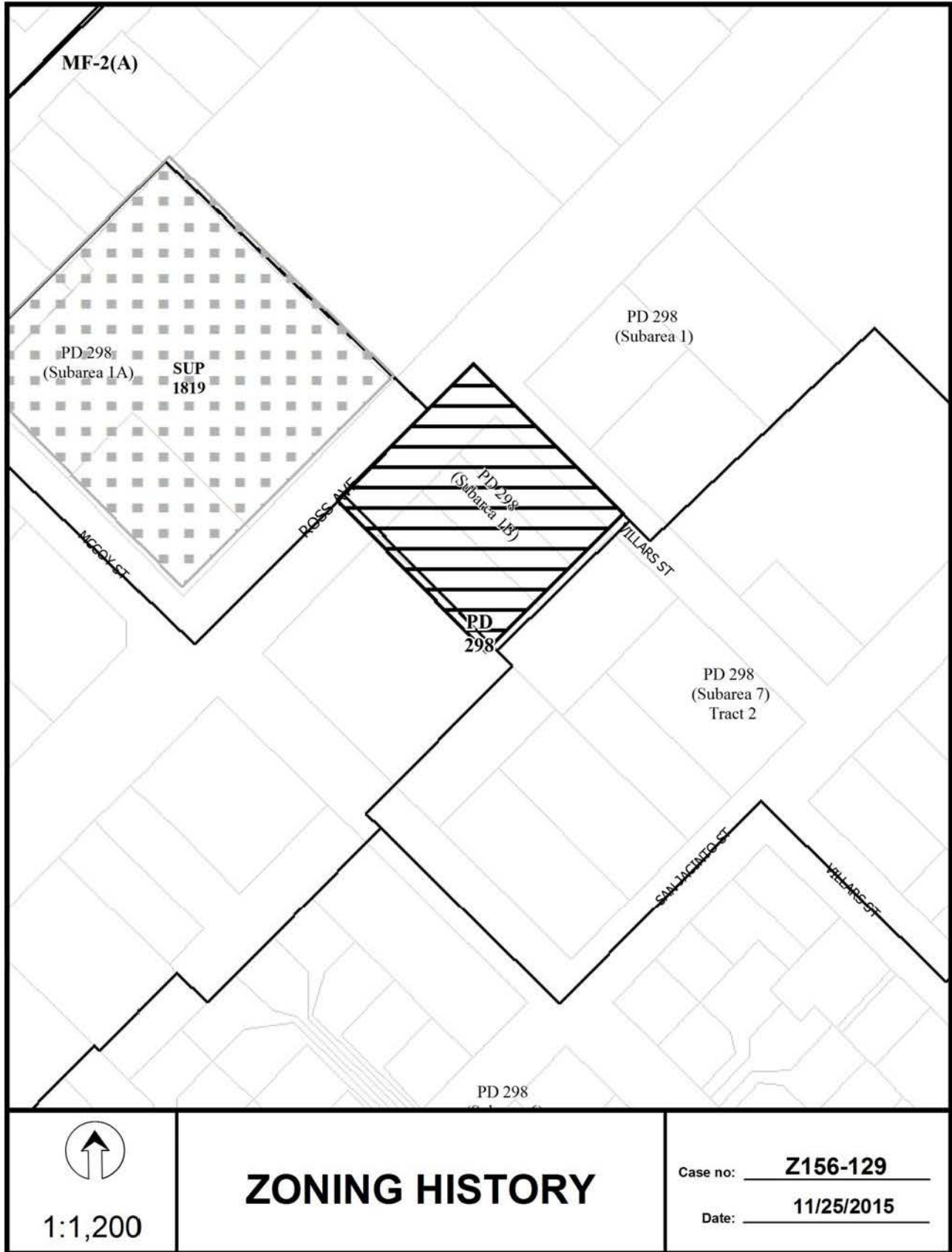


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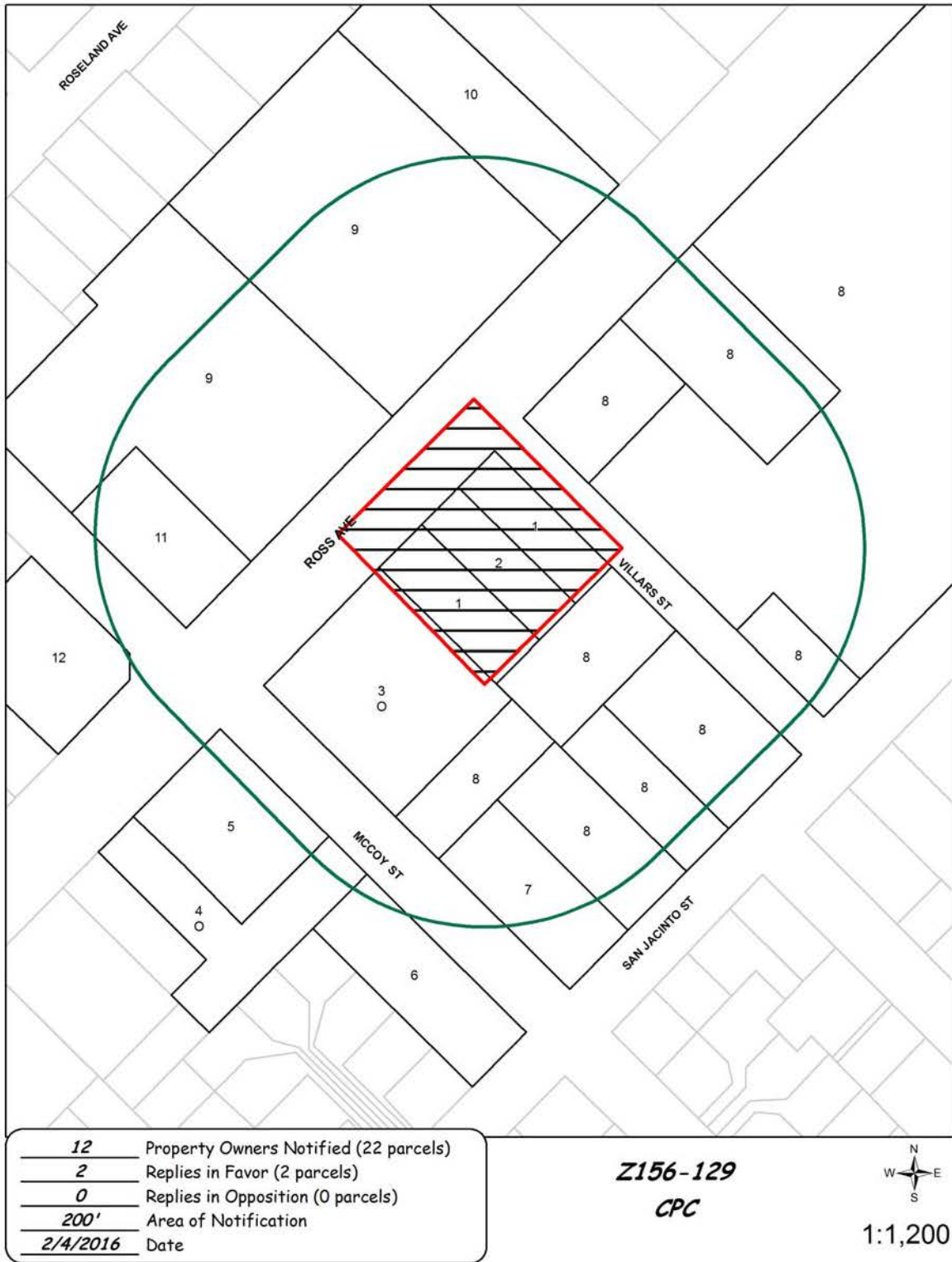
ZONING AND LAND USE

Case no: Z156-129

Date: 11/25/2015



CPC Responses



03/16/2016

Reply List of Property Owners

Z156-129

12 Property Owners Notified

2 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	3512 ROSS AVE	MBOGO HINGA ET AL
	2	3516 ROSS AVE	MBOGO HINGA &
O	3	3510 ROSS AVE	PARKS JAMES B JR
O	4	3404 ROSS AVE	PARKS JAMES B JR
	5	3410 ROSS AVE	DFW MLA OPPORUNITY FUND
	6	1607 MCCOY ST	MACEDONIA BAPTIST CHURCH
	7	3501 SAN JACINTO ST	MACEDONIA BAPTIST
	8	3507 SAN JACINTO ST	Dallas ISD
	9	3603 ROSS AVE	CRP/MAPLE ROSS ARTS OWNER
	10	3615 ROSS AVE	GRIFFITH RUSSELL F &
	11	3501 ROSS AVE	CRP MAPLE ROSS ARTS OWNER LP
	12	3407 ROSS AVE	R & F INVESTMENTS II LTD

AGENDA ITEM # 77

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 12
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 5 G

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a GO(A) General Office District on property zoned an MO-2 Mid-range Office District on the east side of Preston Road, south of Frankford Road
Recommendation of Staff and CPC: Approval
Z156-175(OTH)

FILE NUMBER: Z156-175(OTH)

DATE FILED: December 28, 2015

LOCATION: East side of Preston Road, South of Frankford Road

COUNCIL DISTRICT: 12

MAPSCO: 5-G

SIZE OF REQUEST: Approx. 6.29 acres

CENSUS TRACT: 317.08

APPLICANT/OWNER: Caddo Preston Plaza LLC

REPRESENTATIVE: Rob Baldwin

REQUEST: An application for a GO(A) General Office District on property zoned an MO-2 Mid-range Office District.

SUMMARY: The applicant is requesting the zoning change to make the existing retail uses conforming uses. The site is currently developed with a ten-story building and a parking garage. The property is utilized for retail and office uses. On April 8, 2015, the City Council approved an MO-2 Mid-Range Office District with volunteered deed restrictions on the property which was previously zoned a CR Community Retail District (Z134-332). (The application was originally submitted for an MU-3 Mixed Use District with volunteered deed restrictions.) Some of the existing uses were inadvertently made nonconforming by rezoning the property to MO-2 because some of the uses that were permitted by right in the CR District are only allowed as limited used in the MO-2 District. The applicant is not proposing or requesting any changes to the existing deed restrictions.

CPC RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The proposed GO(A) General Office District will not adversely impact adjacent uses. The proposed zoning district and uses of the property will be compatible with the surrounding zoning and development in the area.
2. *Traffic impact* – The proposed zoning will not have a negative impact on the existing street system.
3. *Comprehensive Plan or Area Plan Conformance* – The forwardDallas! Comprehensive Plan identifies the area as a Commercial Center or Corridor Building Block. The proposed zoning is consistent with the Commercial Center or Corridor Building Block.

Background:

1. In 1989, the City of Dallas made a zoning classification to the entire City. As a result, the property was rezoned from an SC Shopping Center District to a CR Community Retail District. This change made the existing development of the property nonconforming. The CR District maximum height allowed is 54 feet and 4 stories, while the SC Shopping Center District allows a maximum height of 240 feet.
2. On February 17, 2015, the Board of Adjustment approved a special exception (BDA145-025) to the sign regulations on the subject property.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Preston Road	Major Arterial	120 feet

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction reviewed the proposed zoning and determined it will not have a negative impact on the existing street system.

STAFF ANALYSIS:

Comprehensive Plan:

The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several GO(A) and policies which can serve as a framework for assisting in evaluating the applicant’s request. The Plan classifies the area as a Commercial Centers or Corridors Building Block.

These areas primarily function as service and job destinations and are similar to Business Centers or Corridors, but are smaller and incorporate less density. These corridors, commonly at the intersection of major streets, are easily accessed via automobiles. Buckner Boulevard is an example of a Commercial Corridor. Buildings in these areas tend to be on separate parcels and stand one to five stories with offices, restaurants and a range of retail and commercial uses. In addition to jobs and services, Commercial Centers or Corridors also may include multifamily housing in low- to mid-rise apartment buildings or condominiums. Landscaping and urban design will enhance the visitor’s experience and is used to separate sidewalks from major roads and define pedestrian routes in large parking lots. For large shopping centers, this may involve adding public plazas or other “town center” features. Public transit enhancements as well as quality access and visibility are important components of successful auto-oriented development.

Land Use Compatibility:

	Zoning	Land Use
Site	MO-2	Office uses
North	PD No. 425 (for CR uses and mini-warehouse)	Mini-warehouse, retail uses
East	MF-2(A)	Multifamily
South	CR & SUP No. 1148	Mini-warehouse and retail uses
West	CR	Retail uses, multifamily and single family

The surrounding uses are mini-warehouse and retail uses to the north and south; multifamily to the east; and retail, multifamily and single family to the west (across from Preston Road).

The 2015 zoning change in the subject property made the retail and personal service uses existing at the time nonconforming. The deed restrictions approved at the same time prohibit

certain uses and impose some limitations in the development. These restrictions include but are not limited to number of stories, maximum height, and additional height regulations.

The MO-2 District limits several uses including those under the permitted “Retail and personal services” category to 10 percent of the floor area of the building. However, the GO(A) District only limits those uses under the permitted “Retail and personal services” category to 10 percent of the floor area of the building and does not restrict building entrances and signage for those uses.

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
MO-2 Mid-range office – 2 With Deed Restrictions	15'	20' adjacent to residential OTHER: No Min.	3.0 FAR	160' 12 stories	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, lodging – limited retail & personal service uses
Proposed							
GO(A)General office	15'	20' adjacent to residential OTHER: No Min.	4.0 FAR	270' 20 stories	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, lodging – limited retail & personal service uses

CPC ACTION – March 3, 2016

Motion: It was moved to recommend **approval** of a GO(A) General Office District on property zoned an MO-2 Mid-range Office District on the east side of Preston Road, south of Frankford Road.

Maker: Peadon
Second: Anglin
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid,
Anantasomboon, Haney, Jung, Housewright, Schultz,
Peadon, Murphy, Ridley, Tarpley

Against: 0
Absent: 1 - Abtahi
Vacancy: 0

Notices: Area: 400 Mailed: 32
Replies: For: 1 Against: 0

Speakers: None

EXISTING DEED RESTRICTIONS

150696

DEED RESTRICTIONS

THE STATE OF TEXAS)
)
COUNTY OF DALLAS) KNOW ALL PERSONS BY THESE PRESENTS:

I.

The undersigned, Caddo Preston Plaza, LLC ("the Owner"), is the owner of the following described property ("the Property"), being all of Lot 1, City Block J/8729, City of Dallas ("City"), Collin County, Texas, and being that same tract of land conveyed to the Owner by American Bank of Texas, by deed dated January 31, 2014, and recorded in Instrument Number 20140131000096040, in the Deed Records of Collin County, Texas.

BEING all of Lot 1 Block J/8729; fronting approximately 599 feet on the west line of Preston Road; and containing approximately 6.29 acres.

II.

The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

1. The following main uses are not permitted:
 - Industrial uses.
-- Gas drilling and production.
 - Lodging uses.
-- Overnight general purpose.
 - Office uses.
-- Alternative financial establishment.
2. The following main use is allowed by SUP ONLY:
 - Utility and public service uses.
-- Local utilities. [SUP]
3. Maximum height is 140 feet. Antenna, elevator penthouse or bulkhead, mechanical equipment, and related structures may project an additional 12 feet above the maximum height.
4. Maximum number of stories above grade is 10.

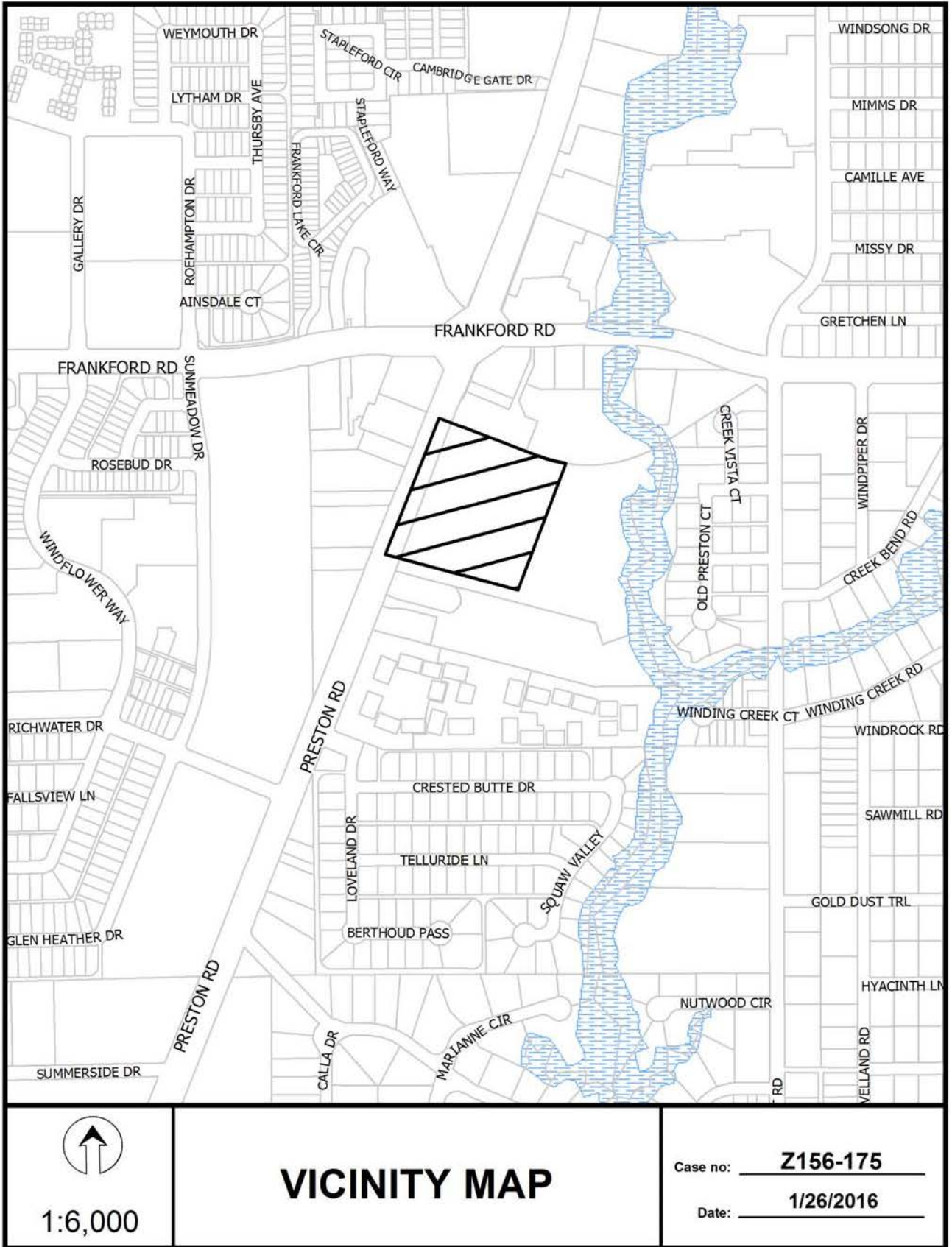
Z156-175(OTH)

Partners and Principles
17950 Preston Road

Caddo Preston Plaza LLC

Caddo Preston Plaza GP, LLC

Dustin Schillin, managing partner
Tim Slaughter, managing partner
Justin Engler, managing partner



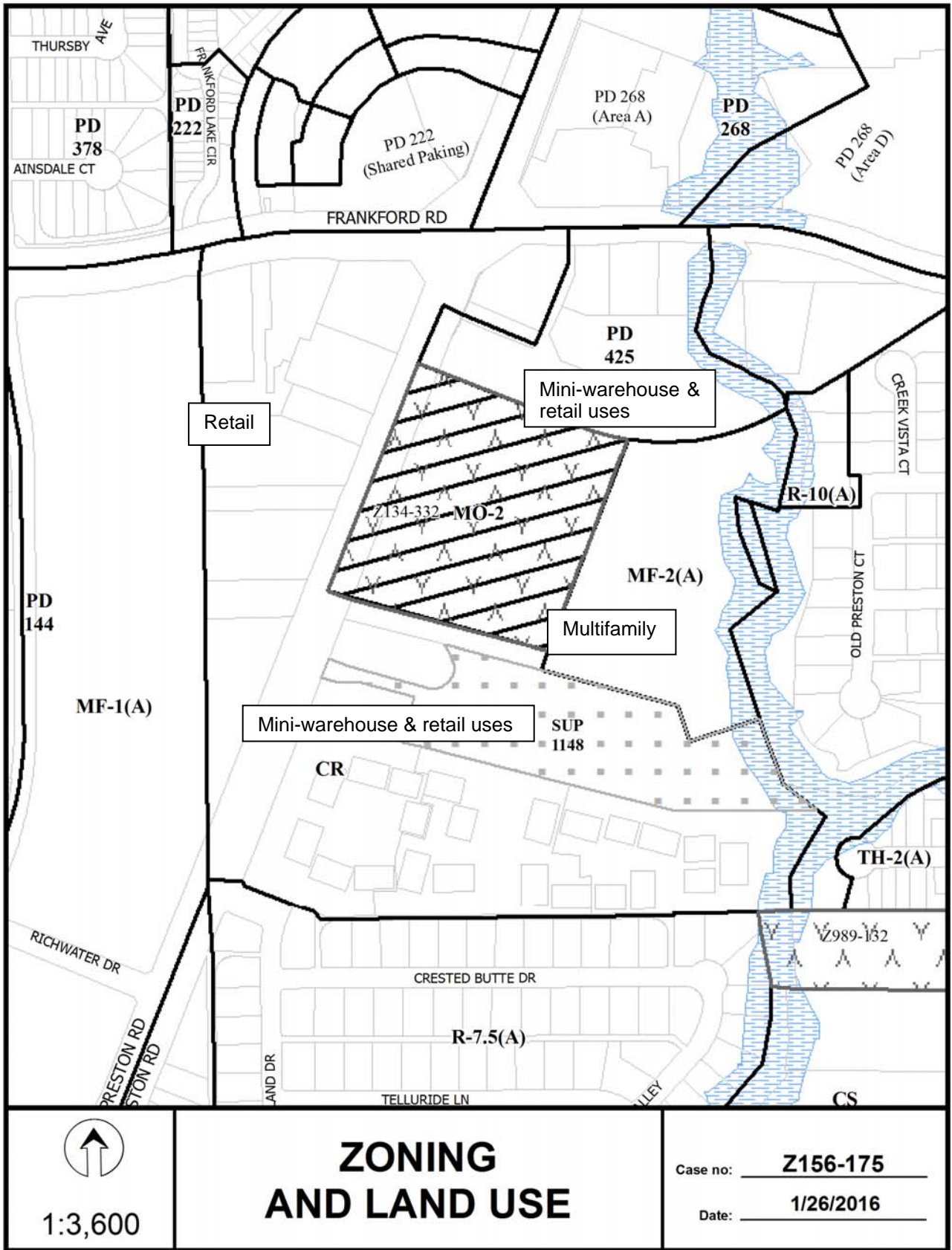


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AERIAL MAP

Case no: Z156-175

Date: 1/26/2016





<u>32</u>	Property Owners Notified (41 parcels)
<u>1</u>	Replies in Favor (1 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>400'</u>	Area of Notification
<u>3/3/2016</u>	Date

Z156-175
CPC



1:3,600

03/02/2016

Reply List of Property Owners***Z156-175******32 Property Owners Notified******1 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	17950 PRESTON RD	CADDO PRESTON PLAZA LLC
	2	17772 PRESTON RD	17772 PRESTON LLC
	3	17878 PRESTON RD	WESTDALE POLO CLUB LTD
O	4	17717 PRESTON RD	SUMMER VILLAS APARTMENTS LLC
	5	PRESTON RD	G O C ASSOCIATION INC
	6	17742 PRESTON RD	NIDO PROPERTIES LLC
	7	17744 PRESTON RD	BLACK THOMAS E JR &
	8	17754 PRESTON RD	EZ ESTATES LLC
	9	17770 PRESTON RD	EVC PROPERTIES LLC
	10	18081 PRESTON RD	CCMR 18 LLC
	11	18008 PRESTON RD	OOZI INVESTMENTS INC
	12	17858 PRESTON RD	GVD COMMERCIAL PROPERTIES INC
	13	17848 PRESTON RD	GOOD TAC REMAINDER IV LLC
	14	17854 PRESTON RD	ESS PRISA II TX LP
	15	17981 PRESTON RD	WENDY'S INTERNATIONAL INC
	16	17879 PRESTON RD	RETAIL BUILDINGS INC
	17	17977 PRESTON RD	DF2 LLC
	18	17885 PRESTON RD	J WILSON PROPERTIES LLC
	19	6150 FRANKFORD RD	FONBERG REAL ESTATE INVESTMENTS LTD
	20	6330 FRANKFORD RD	ROYSS LLC
	21	6340 FRANKFORD RD	KWIK SUDS CAR WASH LLC
	22	6350 FRANKFORD RD	JEON'S MANAGEMENT LLC
	23	18000 PRESTON RD	BEHNAM ORIENTAL RUG CORP
	24	18004 PRESTON RD	SHURGARD TEXAS LP3
	25	6110 FRANKFORD RD	FONBERG REAL ESTATE INVESTMENTS LTD
	26	17899 PRESTON RD	SAAD BASEL

Z156-175(OTH)

03/02/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	17931	PRESTON RD	ZINCO ENTERPRISES INC
28	18101	PRESTON RD	PRESTON EXCHANGE PROPERTY LLC
29		STATE HWY 289 (PRESTON RD)	STATE OF TEXAS
30		FRANKFORD RD	STATE OF TEXAS
31			STATE OF TEXAS
32	17921	PRESTON RD	ALLAHYARI MANSOUR &

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): 13
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 34 D

SUBJECT

A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, Henry W. Longfellow Career Exploration Academy as required by Section 6-4 of the Dallas City Code to allow a mixed beverages permit (Chapter 28) for a restaurant without drive-in or drive-through service with a food and beverage certificate [Najarian, Inc. dba Adelmo's] on the southeast corner of West Lovers Lane and Inwood Road, north of Boaz Street - AV156-001 - Financing: No cost consideration to the City

BACKGROUND

Section 6-4 of Chapter 6, "Alcoholic Beverages," of the Dallas City Code allows Council to grant a variance from the usual spacing required between an alcohol business and a protected use. The usual spacing requirement is 300 feet in a direct line from the property line of the public DISD school to the property line of the place of business.

The standard for approval of the variance is that:

A. the application is for one of the following permits pursuant to the following chapters of the Texas Alcoholic Beverage Code:

- (i) a brewer's permit, Chapter 12;
- (ii) a distiller's and rectifier's permit, Chapter 14;
- (iii) a winery permit, Chapter 16;
- (iv) a wine and beer retailer's permit, Chapter 25;
- (v) a wine and beer retailer's off-premise permit, Chapter 26;
- (vi) a mixed beverage permit with a food and beverage certificate, Chapter 28;
or
- (vii) a manufacturer's license, Chapter 62.

BACKGROUND (Continued)

B. the application is for one of the following land uses:

- (i) general merchandise or food store use with 10,000 square feet or more of floor area
- (ii) restaurant without drive-in or drive-through service with a food and beverage certificate pursuant to the Texas Alcoholic Beverage Code;
- (iii) alcoholic beverage establishment limited to a microbrewery, microdistillery, or winery; or
- (iv) alcoholic beverage manufacturing.

C. alcoholic beverages will not be sold by drive-in or drive-through service; and

D. enforcement of the spacing requirements in this particular instance:

- (i) is not in the best interest of the public;
- (ii) constitutes waste or inefficient use of land or other resources;
- (iii) creates an undue hardship on an applicant for an alcohol permit;
- (iv) does not serve its intended purpose;
- (v) is effective or necessary; or
- (vi) for any other reason that the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

An application for a waiver of the spacing requirements was submitted on March 4, 2016, by Najarian, Inc. dba Adelmo's. Henry W. Longfellow Career Exploration Academy, located to the south of the request site, creates the need for the variance.

The applicant has submitted the attached letter providing a statement of why the variance meets the standard of approval.

The approximately 14.503 acre request site, which is located in Planned Development District No. 482, contains an approximately 2,877 square foot restaurant suite previously occupied by Bijoux. The previous occupant obtained its mixed beverage permit on August 4, 2006 and voluntarily cancelled it on August 3, 2015, according to TABC license information. The restaurant's location is surrounded by restaurant and retail uses. The overall shopping center is surrounded by retail and restaurant uses to the north and east; multifamily uses to the east and southeast; the protected DISD school is located to the south; a financial institution to the southwest, and additional retail and restaurant uses to the west and northwest.

The public school is located to the south of the request site. While the required spacing from a school is measured property line to property line, the walking distance from the entrance of the school to the proposed restaurant is approximately 566 feet because there is an intervening building.

BACKGROUND (Continued)

Due to the protected site being in a shopping center that contains other uses that sell alcohol and located on two major thoroughfares, staff has no objection to this request.

The general merchandise or food store with 10,000 square feet or more (CVS Pharmacy #7412) on the same lot but located between the protected use and the request site received a variance to the alcohol distance requirements on October 28, 2015. The same public school, Henry W. Longfellow Career Exploration Academy was the protected use in the variance request for Trader Joe's.

This item requires two seconds to pass.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 9, 2009, the City Council approved an amendment to Section 6-4 of Chapter 6, "Alcoholic Beverages," of the Dallas City Code to allow a process for a variance to the spacing requirements between a business selling alcohol and a public or private school.

On October 26, 2011, September 26, 2012, and January 22, 2014, the City Council further amended Section 6-4 of Chapter 6.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached.



AV156-001



1:4,000



Approximate location of business requesting alcohol variance



Land use requiring spacing from business requesting alcohol sales: school



CITY OF DALLAS

APPLICATION FOR A VARIANCE FROM THE MINIMUM DISTANCE REGULATIONS RELATED TO THE SALE OF ALCOHOLIC BEVERAGES

Chapter 6—Alcoholic Beverages, City of Dallas Code of Ordinances

Applicant Najarian Inc. dba Adelmo's

(Must match the business name on TABC application)

Contact person, title Pamela Craig, Representative Property owner's name L+B DEPP Inwood Village, LP

(Land owner, business owner, representative)

Contact person's phone 972-215-8851

Address of request site 5450 W Lovers Lane #225

Contact person's address 1202 Misty Meadow Dr Midlothian, TX 76065

Protected use's address Restaurant

Type of protected use:

- Church
Public school / open-enrollment charter school
Private school
Public hospital
Daycare/child-care facility

Type of business seeking to sell alcohol:

- Alcoholic beverage manufacturing
General merchandise or food store with 10,000 square feet or more floor area
Microbrewery, microdistillery, or winery
Restaurant without drive-in or drive-through service

Type of TABC permit(s) to be sought:

- Brewer's permit, "B" / Manufacturer's license, "BA"
Distiller's and rectifier's permit, "D"
Food and beverage certificate, "FB"
Mixed beverage permit, "MB"
Wine and beer retailer's off-premise permit, "BQ"
Wine and beer retailer's permit, "BG"
Winery, "G"

The nonrefundable variance application fee is \$1,200.00 and the sign fee, which is between \$10 and \$50 depending on street frontages. A statement explaining how the request meets the standard below is required as part of this application. The burden of proving that the request meets the standard is solely the responsibility of the applicant. Additional evidence supporting the request may be submitted along with this application.

Enforcement of the spacing requirements in this particular instance (1) is not in the best interest of the public; (2) constitutes waste or inefficient use of land or other resources; (3) creates an undue hardship on an applicant for an alcohol permit; (4) does not serve its intended purpose; is not effective or necessary; or (5) for any other reason that the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

REQUIRED ATTACHMENTS:

- Statement of request
Sealed alcohol survey showing 300 foot radius and door to door measurements (protected use must be indicated on this survey)
List of officers for alcohol business and property owner

AUTHORIZATION BY PROPERTY OWNER(S)

I, Monte Stratton, the owner of the property to be considered, hereby authorize the above business and representative to file this application for a variance from the requirements of Chapter 6, Section 6-4 of the City of Dallas Code of Ordinances.

Monte Stratton
Owner's Printed Name

Monte Stratton
Owner's Signature

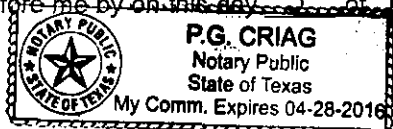
APPLICANT ACKNOWLEDGEMENT AND AFFIDAVIT

I have read, examined, and completed this application; and know the information provided to be true and correct. I hereby apply for a variance from the distance requirements in Chapter 6, Section 6-4 of the City of Dallas Code of Ordinances. I understand that this application, including all submitted documentation, are public information and can be made available through an Open Records Request per the Texas Public Information Act (Texas Government Code, Chapter 552).

ELIZA NASARIAN BANCHETTI
Applicant's Printed Name

[Signature]
Applicant Signature

Sworn to and subscribed before me by on this day 3rd of March in the year 2016, to certify which witness my hand and seal of office.



[Signature]
Notary Public in and for the State of Texas

Date received: 3/4/2016 SKM

Receipt No.:

Case number: AV150-001

[Back](#)

[Export to Excel](#)

[Print Results](#)

License #: MB212919

Trade Name: ADELMO'S

Owner: NAJARIAN INC.

Location Address: 4537 COLE
DALLAS , TX 752054128

Mailing Address: 9509 WINDING RIDGE DR
DALLAS , TX 75238

County: Dallas

Status: Current

Orig. Issue Date: 1/22/1990

Exp. Date: 1/21/2017

Wine Percent:

Location Phone No.: 2145590325

Subordinates:

Related To:

Gun Sign: BLUE

STATEMENT OF REQUEST

Request is being made for a Variance in regard to alcohol service in a restaurant within 300 ft of a public school.

Applicant has operated a restaurant business at 4537 Cole, Dallas, TX 75205-4128 for over 26 years. Due to changes in the area and losing parking that was required the applicant has selected this property to move their restaurant. Their primary business is food sales, with ratio sales of food to alcohol in their restaurant being 60/40.

This property already has 4 restaurants, 1 movie theater, 1 grocery store, 1 liquor store and a CVS pharmacy that are currently licenses to sell and/or serve alcoholic beverages.

This restaurant will not cause any additional traffic in the area as the suite they are going in was previously a restaurant known as Bijoux.

Applicant Information:

Najarian Inc. dba Adelmo's

Adelmo Banchetti, President

Eliza Banchetti, Secretary/Treasurer



Franchise Tax Account Status

As of: 03/04/2016 09:31:31 AM

This Page is Not Sufficient for Filings with the Secretary of State

NAJARIAN, INC.	
Texas Taxpayer Number	17522908395
Mailing Address	4537 COLE AVE DALLAS, TX 75205-4128
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	08/15/1989
Texas SOS File Number	0112393500
Registered Agent Name	ELIZA BANCHETTI
Registered Office Street Address	3233 ELIZABETH STREET DALLAS, TX 75204



[Taxable Entity Search Results](#)
[Taxable Entity Search](#)

Officers and Directors

NAJARIAN, INC.
Report Year: 2015

[Return to: Taxable Entity Search Results](#)

Officer and director information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from open.records@cpa.state.tx.us or Comptroller of Public Accounts, Open Government Division, PO Box 13528, Austin, Texas 78711.

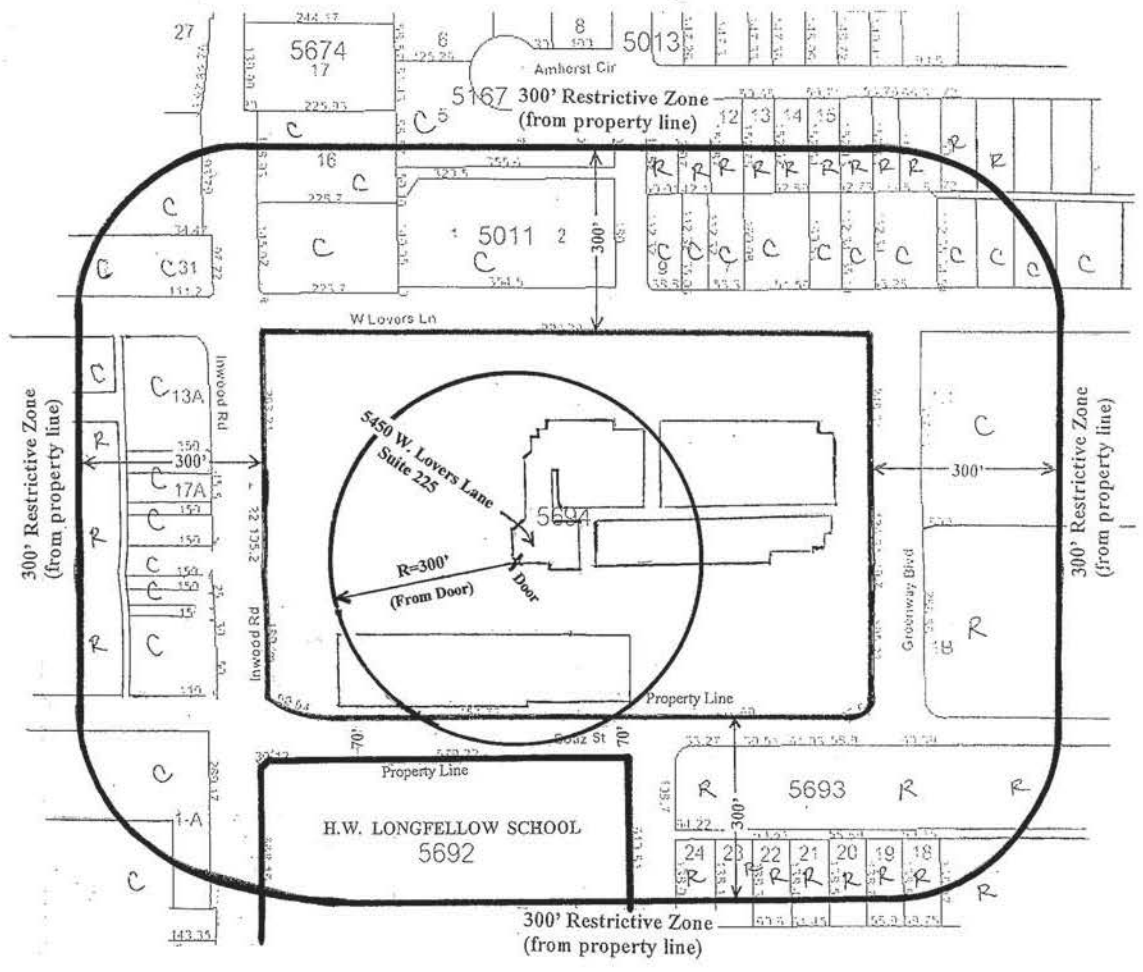
Title	Name and Address
<i>PRESIDENT</i>	ADELMO BANCHETTI 9509 WINDING RIDGE DALLAS , TX 75238
<i>TREASURER</i>	ELIZA BANCHETTI 9509 WINDING RIDGE DALLAS , TX 75238

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ALCOHOL MEASUREMENT PLAT

ADELMO'S RESTAURANTE
 5450 W. Lovers Lane
 Suite 225
 Dallas, Tx. 75209
 Able of Texas
 Mapsco Page 34-D



I have conducted (or caused to be conducted) a physical inspection of the area and a diligent search of public records to determine if the place of business is located near any protected uses. This survey map shows that the place of business where alcoholic beverages will be sold does not meet the location requirements in Dallas City Code 6-4.

The ADELMO'S RESTAURANTE, located at 5450 W. Lovers Lane, Suite 225, in the City of Dallas, is within 300 feet of a church, public or private school, day care center, child care facility or a public hospital as defined in Dallas City Code Section 6-4.

Date 3/4/2016
 Job 16-202

This survey was performed for an alcohol-measurement certification. All improvements may not be shown as existed at the time of survey. Research of protected properties included a search of appraisal district records, parole evidence of the owner/manager and a physical inspection on the ground.



Ben D. Rychlik
 Registered Professional Land Surveyor 1630
SURVEYING ASSOCIATES
 1018 S. Beckley, Dallas, Tx. 75203
 Phone: (214) 948-3324
 Fax: (214) 946-7540
 FIRM Registration / License No. 10040200

April 13, 2016

WHEREAS, Subsection 6-4(g) of the Dallas City Code authorizes the City Council to grant variances from the alcohol spacing requirements prescribed by Subsection 6-4(a) of the Dallas City Code; and

WHEREAS, Najarian, Inc. dba Adelmo's has submitted an application for a mixed beverages permit pursuant to Chapter 28 of the Texas Alcoholic Beverage Code for a restaurant without drive-in or drive-through service with a food and beverage certificate, and is requesting a variance to the alcohol spacing requirements for a property on the southeast corner of West Lovers Lane and Inwood Road and north of Boaz Street, north of Henry W. Longfellow Career Exploration Academy, a public school; and

WHEREAS, the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds that enforcement of the alcohol spacing requirements in this particular instance:

- (1) is not in the best interest of the public;
- (2) constitutes waste or inefficient use of land or other resources;
- (3) creates an undue hardship on an applicant for an alcohol permit;
- (4) does not serve its intended purpose; and
- (5) is not effective or necessary; and

WHEREAS, the City Council desires to grant the alcohol spacing variance;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the variance to the alcohol spacing requirements for Najarian, Inc. dba Adelmo's, for property on the southeast corner of West Lovers Lane and Inwood Road and north of Boaz Street, north of Henry W. Longfellow Career Exploration Academy, a public school, is granted, subject to the following conditions:

- (1) This alcohol spacing variance is valid only for a mixed beverages permit pursuant to Chapter 28 of the Texas Alcoholic Beverage Code.
- (2) This alcohol spacing variance is valid only for a restaurant without drive-in or drive-through service with a food and beverage certificate in the location shown on the attached location map.

April 13, 2016

Section 1. (Continued)

- (3) Alcoholic beverages may not be sold by drive-in or drive-through service.
- (4) This alcohol spacing variance is valid for subsequent renewals of the alcohol permit.
- (5) This alcohol spacing variance may not be transferred to another location or to another alcohol permit holder.

Section 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

By _____
Assistant City Attorney

**APRIL 13, 2016 CITY COUNCIL ADDENDUM
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated April 13, 2016. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



A.C. Gonzalez
City Manager



Date



Jeanne Chipperfield
Chief Financial Officer



Date

RECEIVED

2016 APR -8 PM 4: 03

CITY SECRETARY
DALLAS, TEXAS

ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, APRIL 13, 2016
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TX 75201
9:00 A.M.

REVISED ORDER OF BUSINESS

Agenda items for which individuals have registered to speak will be considered no earlier than the time indicated below:

9:00 a.m. **INVOCATION AND PLEDGE OF ALLEGIANCE**

OPEN MICROPHONE

CLOSED SESSION

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 53

CONSENT ADDENDUM

Items 1 - 2

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 54 - 62
Addendum Items 3 - 6

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 63 - 78

SUPPLEMENTAL NOTICE

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"De acuerdo con la sección 30.06 del código penal (ingreso sin autorización de un titular de una licencia con una pistola oculta), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola oculta."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

"De acuerdo con la sección 30.07 del código penal (ingreso sin autorización de un titular de una licencia con una pistola a la vista), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola a la vista."

**ADDENDUM
CITY COUNCIL MEETING
APRIL 13, 2016
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.**

ADDITIONS:

Closed Session

Personnel (Sec. 551.074 T.O.M.A.)

- Discussion on the status of the hiring and selection of a candidate for the position of city attorney.

CONSENT ADDENDUM

Sustainable Development and Construction

1. Authorize **(1)** settlement of the condemnation lawsuit styled City of Dallas v. George F. Lucas Irrevocable Trust, et al., Cause No. CC-13-01704-D, in an amount not to exceed \$379,000, increased from \$826,000 (\$821,000 plus closing costs and title expenses not to exceed \$5,000) to \$1,205,000 (total settlement amount); and **(2)** revise Section 4 of Resolution No. 12-0483, approved on February 8, 2012, to amend the funding information in that section - Not to exceed \$379,000 - Financing: Water Utilities Capital Construction Funds

Trinity Watershed Management

2. Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Bryan/Haskell, LTD, a Colorado limited partnership, et al., Cause No. CC-15-05434-B, pending in Dallas County Court at Law No. 2, to acquire a subsurface easement under approximately 12,070 square feet of land, located on Haskell Avenue at its intersection with Bryan Street 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 \$79,748 (\$77,248 being the amount of the award, plus closing costs and title expenses not to exceed \$2,500); an increase of \$32,589 from the amount Council originally authorized for this acquisition - Financing: 2006 Bond Funds

**ADDENDUM
CITY COUNCIL MEETING
APRIL 13, 2016**

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION

City Attorney's Office

3. Authorize Supplemental Agreement No. 1 to the professional services contract with the Law Office of Scott D. Bergthold, P.L.L.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event - Not to exceed \$20,000, from \$50,000 to \$70,000 - Financing: Current Funds

City Secretary's Office

4. A resolution designating absences by Councilmember Scott Griggs, Councilmember Casey Thomas, and Councilmember Tiffinni A. Young as being for "Official City Business" - Financing: No cost consideration to the City
5. Consideration of appointments of two (2) members to the Dallas Area Rapid Transit Board of Directors for Places 01 and 02 for the 2016-2018 term, with one of the appointments to fill the unexpired term for 2014-2016, Place 01 (Closed Session, if necessary, Personnel, Sec. 551.074, T.O.M.A.) (Names of nominees in the City Secretary's Office) - Financing: No cost consideration to the City

Mayor and City Council

6. Authorize an amendment to the 2016 City Calendar to change the City Council Agenda Meeting from June 8, 2016 to June 15, 2016 and the City Council Briefing Meeting from June 15, 2016 to June 8, 2016 - Financing: No cost consideration to the City

CORRECTIONS:

VOTING AGENDA

1. Approval of Minutes of the March 23, 2016 City Council Meeting and Amendment to the Minutes of the January 27, 2016 City Council Meeting

**ADDENDUM
CITY COUNCIL MEETING
APRIL 13, 2016**

CORRECTIONS: (Continued)

Park & Recreation

30. Authorize an amendment to the one-hundred-twenty-six-month concession contract with ~~Ira McGraw, dba~~ IAMJ Enterprises, Inc., to define roles, responsibilities and compensation as a result of the closure of the Cedar Crest Golf Course and Banquet Facility located at 1800 Southerland Avenue - Not to exceed \$239,925 - Financing: Golf Improvement Funds

City Attorney's Office

57. Authorize Supplemental Agreement No. 1 to the professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell or attend such an event - Not to exceed \$125,000, from \$50,000 to \$175,000 - Financing: Current Funds

DELETION:

Housing/Community Services

25. Authorize an amendment to Resolution No. 16-0280, previously approved on February 10, 2016, which authorized a contract between the City and CitySquare to increase the contract amount to provide supportive services for up to 40 homeless individuals for the period January 1, 2016 to August 31, 2016 – Not to exceed \$50,000, from \$770,362 to \$820,362 - Financing: Texas Department of State Health Services Grant Funds

ADDENDUM DATE April 13, 2016

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			8	C	DEV, ATT, WTR	\$379,000.00	NA	NA	Authorize (1) settlement of the condemnation lawsuit styled City of Dallas v. George F. Lucas Irrevocable Trust, et al., Cause No. CC-13-01704-D, in an amount not to exceed \$379,000, increased from \$826,000 (\$821,000 plus closing costs and title expenses not to exceed \$5,000) to \$1,205,000 (total settlement amount); and (2) revise Section 4 of Resolution No. 12-0483, approved on February 8, 2012, to amend the funding information in that section - Not to exceed \$379,000 - Financing: Water Utilities Capital Construction Funds
2			14	C	TWM, ATT	\$32,589.00	NA	NA	Authorize the (1) deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Bryan/Haskell, LTD, a Colorado limited partnership, et al., Cause No. CC-15-05434-B, pending in Dallas County Court at Law No. 2, to acquire a subsurface easement under approximately 12,070 square feet of land, located on Haskell Avenue at its intersection with Bryan Street 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 \$79,748 (\$77,248 being the amount of the award, plus closing costs and title expenses not to exceed \$2,500); an increase of \$32,589 from the amount Council originally authorized for this acquisition - Financing: 2006 Bond Funds
3			N/A	I	ATT, CES	\$20,000.00	0.00%	0.00%	Authorize Supplemental Agreement No. 1 to the professional services contract with the Law Office of Scott D. Bergthold, P.L.L.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event - Not to exceed \$20,000, from \$50,000 to \$70,000 - Financing: Current Funds
4			N/A	I	SEC	NC	NA	NA	A resolution designating absences by Councilmember Scott Griggs, Councilmember Casey Thomas, and Councilmember Tiffinni A. Young as being for "Official City Business" - Financing: No cost consideration to the City
5			N/A	I	SEC	NC	NA	NA	Consideration of appointments of two (2) members to the Dallas Area Rapid Transit Board of Directors for Places 01 and 02 for the 2016-2018 term, with one of the appointments to fill the unexpired term for 2014-2016, Place 01 (Closed Session, if necessary, Personnel, Sec. 551.074, T.O.M.A.) (Names of nominees in the City Secretary's Office) - Financing: No cost consideration to the City
6			N/A	I	MCC	NC	NA	NA	Authorize an amendment to the 2016 City Calendar to change the City Council Agenda Meeting from June 8, 2016 to June 15, 2016 and the City Council Briefing Meeting from June 15, 2016 to June 8, 2016 - Financing: No cost consideration to the City

TOTAL \$431,589.00

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 8

DEPARTMENT: Sustainable Development and Construction
City Attorney's Office
Water Utilities

CMO: Ryan S. Evans, 671-9837
Warren M.S. Ernst, 670-3491
Mark McDaniel, 670-3256

MAPSCO: 70A

SUBJECT

Authorize **(1)** settlement of the condemnation lawsuit styled City of Dallas v. George F. Lucas Irrevocable Trust, et al., Cause No. CC-13-01704-D, in an amount not to exceed \$379,000, increased from \$826,000 (\$821,000 plus closing costs and title expenses not to exceed \$5,000) to \$1,205,000 (total settlement amount); and **(2)** revise Section 4 of Resolution No. 12-0483, approved on February 8, 2012, to amend the funding information in that section - Not to exceed \$379,000 - Financing: Water Utilities Capital Construction Funds

BACKGROUND

This item authorizes the settlement of a lawsuit for the acquisition of the approximately 3.657 acre tract of land for the Southwest 120/96-inch Water Transmission Pipeline Project. A final offer of \$821,000 was made based on a written appraisal from an independent certified appraiser. The offer was not accepted by the owners and the City filed an eminent domain proceeding to acquire the land. The City's second appraiser attended the hearing and testified that the City owed \$600,238 for the property. The landowner did not attend the hearing. After the hearing, the Special Commissioners awarded the owner \$600,238, which the City deposited into the registry of the Court. The Landowner, through its attorney Eddie Vassallo, filed objections to the award of the Special Commissioners.

The City obtained a new appraisal as of the date of the taking, which opined that the City owed \$1,158,000 for the property. At mediation, parties agreed to the settlement of the lawsuit at \$1,205,000, subject to City Council approval. The settlement will require the payment of an additional \$379,000 to acquire the property.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council authorized the acquisition of real property and condemnation on February 8, 2012, by Resolution No. 12-0483.

Council was briefed in Executive Session on April 6, 2016.

FISCAL INFORMATION

Water Utilities Capital Construction Funds - \$379,000

Resolution No. 12-0483 (authorized)	\$ 826,000.00
Additional Amount (this action)	<u>\$ 379,000.00</u>
Total Settlement Amount	\$1,205,000.00

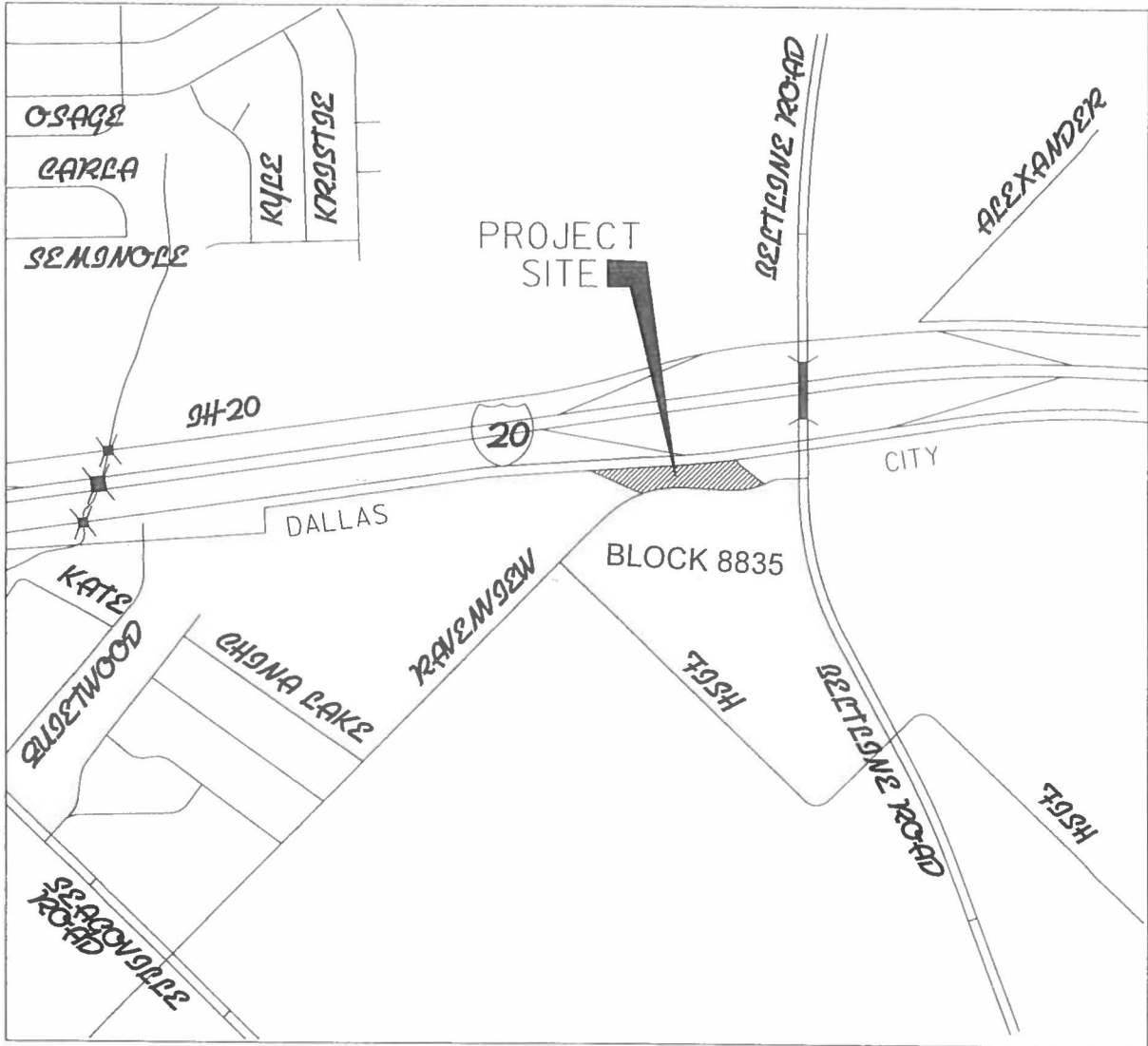
OWNER

George F. Lucas Irrevocable Trust

MAP

Attached

CITY OF DALLAS RIGHT-OF-WAY
3.657 ACRE TRACT
CITY OF DALLAS BLOCK NO. 8835,



April 13, 2016

A RESOLUTION AUTHORIZING SETTLEMENT OF A CONDEMNATION SUIT.

IN THIS RESOLUTION THE FOLLOWING DEFINITIONS SHALL APPLY:

CONDEMNATION SUIT: Cause No. CC-13-01704-D, in Dallas County Court at Law No. 4, and styled City of Dallas v. George F. Lucas Irrevocable Trust, et al. filed in accordance with City Council Resolution No. 12-0483.

PROPERTY: Approximately 3.657 acres of land located in Dallas County, as described in the CONDEMNATION SUIT.

PROJECT: Southwest 120/96-inch Water Transmission Pipeline Project

OFFER: \$821,000

COMMISSIONERS' AWARD: \$600,238

CLOSING COSTS AND TITLE EXPENSES: Not to exceed \$5,000

ORIGINAL AUTHORIZED AMOUNT: \$826,000

SETTLEMENT AMOUNT: \$1,205,000.00 which includes the ORIGINAL AUTHORIZED AMOUNT and the ADDITIONAL AMOUNT.

ADDITIONAL AMOUNT: \$379,000.00 which is the difference between the SETTLEMENT AMOUNT and the ORIGINAL AUTHORIZED AMOUNT.

TOTAL AUTHORIZED AMOUNT: \$1,205,000.00 which includes the SETTLEMENT AMOUNT and CLOSING COSTS AND TITLE EXPENSES.

WHEREAS, the City of Dallas issued a check payable to the registry of the Court in the amount of \$600,238, from the \$826,000 previously authorized on February 8, 2012, by Resolution No. 12-0483.

WHEREAS, Defendants have agreed to settle the CONDEMNATION SUIT for the SETTLEMENT AMOUNT; and

WHEREAS, the City Council desires to authorize the City Attorney to settle the CONDEMNATION SUIT; **Now, Therefore**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

April 13, 2016

Section 1. That the City Attorney and the City Manager are authorized to settle the CONDEMNATION SUIT for the SETTLEMENT AMOUNT.

Section 2. That the funding information contained in Section 4 of Resolution No. 12-0483, approved on February 8, 2012, is hereby amended to read as follows:

\$600,238 from: Water Utilities Capital Improvement Funds
Fund 0115, Department DWU, Unit PW40,
Activity MPSA, Object 4210, Program 706623,
Encumbrance No. CT-DWU706623CPCL

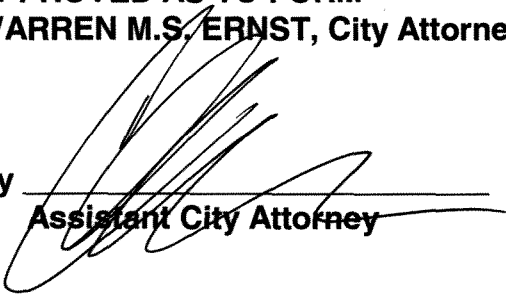
\$225,762 from: Water Utilities Capital Improvement Funds
Fund 3115, Department DWU, Unit PW40,
Activity MPSA, Object 4210, Program 706623,
Encumbrance No. CT-DWU706623CPCL

Section 3. That the Chief Financial Officer is hereby authorized and directed to pay the ADDITIONAL AMOUNT not to exceed \$379,000.00 from Water Utilities Capital Construction Funds, Fund 0102, Department DWU, Unit CW40, Activity MPSA, Object 4210, Program 706623, Encumbrance No. CT-DWU706623ENAP.

Section 4. That the Chief Financial Officer is hereby authorized and directed to issue a check in an amount not to exceed \$604,762.00 (\$225,762.00 from Water Utilities Capital Improvement Funds and \$379,000.00 from Water Utilities Capital Construction Funds), payable to the County Clerk of Dallas County, Texas, to be deposited by the City Attorney with the Clerk.

Section 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM
WARREN M.S. ERNST, City Attorney

By  _____
Assistant City Attorney

ADDENDUM ITEM # 2

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 14

DEPARTMENT: Trinity Watershed Management
City Attorney's Office

CMO: Mark McDaniel, 670-3256
Warren M.S. Ernst, 670-3491

MAPSCO: 45H

SUBJECT

Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Bryan/Haskell, LTD, a Colorado limited partnership, et al., Cause No. CC-15-05434-B, pending in Dallas County Court at Law No. 2, to acquire a subsurface easement under approximately 12,070 square feet of land, located on Haskell Avenue at its intersection with Bryan Street 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 \$79,748 (\$77,248 being the amount of the award, plus closing costs and title expenses not to exceed \$2,500); an increase of \$32,589 from the amount Council originally authorized for this acquisition - Financing: 2006 Bond Funds

BACKGROUND

This item is being placed on the addendum requesting Council approval prior to the deadline to file objections to the Award of the Special Commissioners.

On March 25, 2015, the City Council authorized the acquisition of this property, by Resolution No. 15-0563. The property owner was offered \$44,659, 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. The appraisal was updated March 11, 2016, and the offer amount was revised to \$60,350. After a hearing before the Special Commissioners on March 29, 2016, the property owner was awarded \$77,248. This item authorizes deposit of the amount awarded by the Special Commissioners for the property, which is \$32,589 more than the City Council originally authorized for this acquisition, plus closing costs and title expenses not to exceed \$2,500.

BACKGROUND (Continued)

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 25, 2015, by Resolution No. 15-0563.

Council was briefed by memorandum on April 8, 2016.

Information about this item will be provided to the Transportation and Trinity River Project Committee on April 11, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$79,748 (\$77,248 being the amount of the award, plus closing costs and title expenses not to exceed \$2,500)

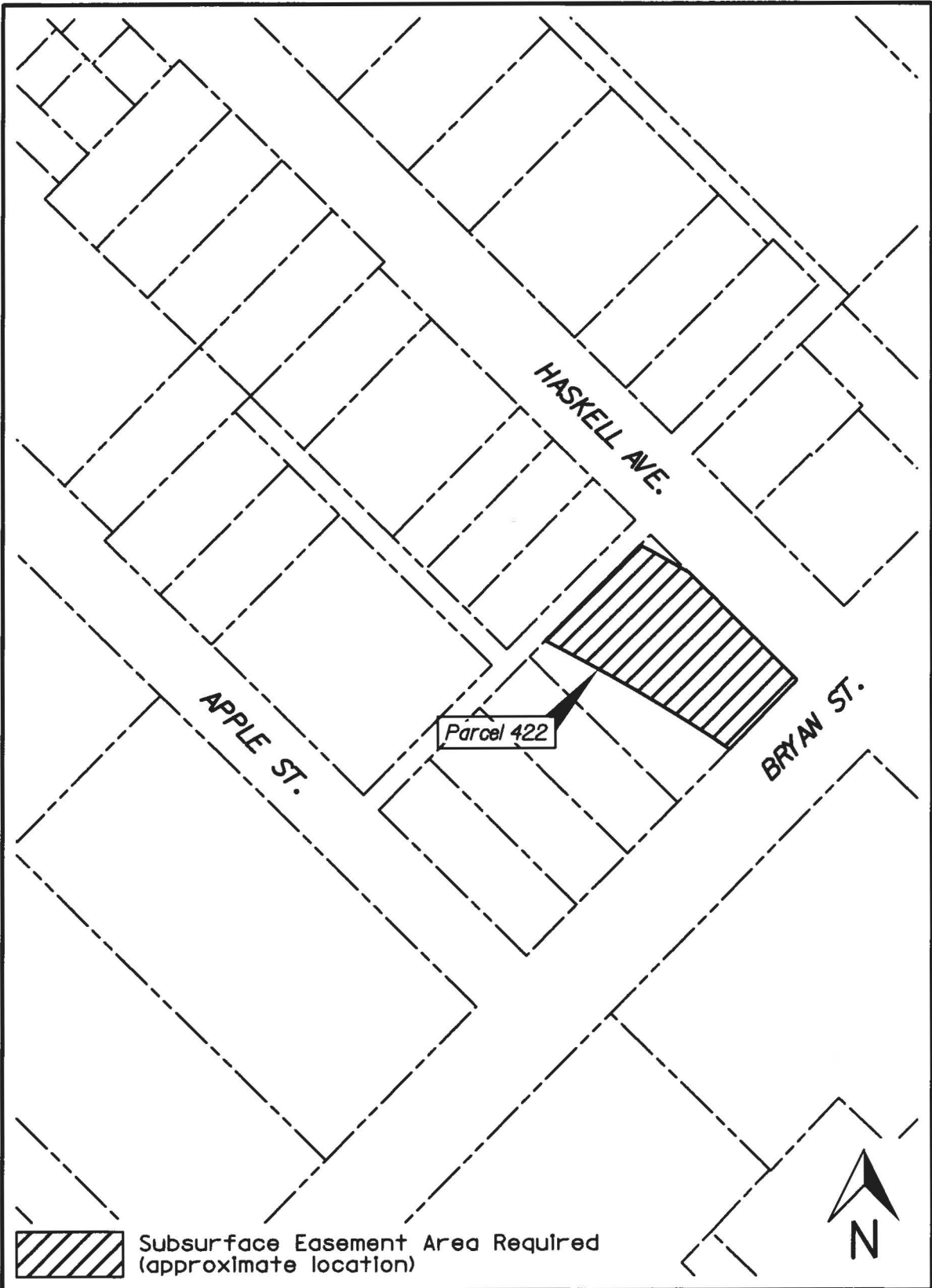
OWNER

Bryan/Haskell, LTD
SLJ Company, LLC, General Partner

Louis H. Lebowitz, President

MAP

Attached



Subsurface Easement Area Required
(approximate location)

N

April 13, 2016

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:

AUTHORIZED AMOUNT: Not to exceed: \$79,748.00

AWARD: \$77,248.00

CLOSING COSTS AND TITLE EXPENSES: Not to exceed \$2,500.00

CONDEMNATION PROCEEDING: Cause No. CC-15-05434-B, in Dallas County Court at Law No. 2, and styled City of Dallas v. Bryan/Haskell, LTD, a Colorado limited partnership, et al., filed pursuant to City Council Resolution No. 15-0563.

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-TWM06T525H6, 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-PBW06T525F28.

OFFICIAL OFFER: \$44,659.00

PROJECT: Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project

PROPERTY: Subsurface easement located under approximately 12,070 square feet of land in Dallas County, as described in the CONDEMNATION PROCEEDING.

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,

April 13, 2016

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;

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

Warren M. S. Ernst

City Attorney

By: _____

Assistant City Attorney

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Convention and Event Services

CMO: Warren M.S. Ernst, 670-3491
Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with the Law Office of Scott D. Bergthold, P.L.L.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event - Not to exceed \$20,000, from \$50,000 to \$70,000 - Financing: Current Funds

BACKGROUND

Supplemental Agreement No. 1 will authorize the Law Office of Scott D. Bergthold, P.L.L.C. to continue providing legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event. This item is on the addendum due to legal deadlines.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council was briefed in Closed Session on February 17, 2016, and March 2, 2016.

Council was briefed in Closed Session on April 6, 2016.

FISCAL INFORMATION

\$20,000 - Current Funds

M/WBE INFORMATION

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Resolution No. 08-2826, as amended.

OWNER

Law Office of Scott D. Bergthold, P.L.L.C.

Scott D. Bergthold, Owner

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the professional services contract with the Law Office of Scott D. Bergthold, P.L.L.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event - Not to exceed \$20,000, from \$50,000 to \$70,000 - Financing: Current Funds

Law Office of Scott D. Bergthold, P.L.L.C. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$0.00	0.00%
Non-local contracts	\$20,000.00	100.00%
TOTAL THIS ACTION	\$20,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%

April 13, 2016

WHEREAS, the City of Dallas is involved in a lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D; and,

WHEREAS, on February 23, 2016, pursuant to Administrative Action No. 16-5189, the City authorized a professional services contract with the Law Office of Scott D. Bergthold, P.L.L.C. in an amount not to exceed \$50,000.00, for legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event; and,

WHEREAS, the professional legal services of the Law Office of Scott D. Bergthold, P.L.L.C. continue to be necessary for this and related matters; **Now, Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the professional services contract with the Law Office of Scott D. Bergthold, P.L.L.C., for additional services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event in an amount not to exceed \$20,000.00, increasing the original contract amount from \$50,000.00 to \$70,000.00.

Section 2. That the Chief Financial Officer is hereby authorized to disburse, in periodic payments to the Law Office of Scott D. Bergthold, P.L.L.C., an amount not to exceed \$20,000.00 from Fund 0192, Department ORM, Unit 3890, Obj. 3033, Encumbrance No. ATT389016E26, Vendor No. VC15298.

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: April 13, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Secretary
CMO: Rosa A. Rios, 670-3738
MAPSCO: N/A

SUBJECT

A resolution designating absences by Councilmember Scott Griggs, Councilmember Casey Thomas, and Councilmember Tiffinni A. Young 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.

April 13, 2016

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 Scott Griggs, Councilmember Casey Thomas, and Councilmember Tiffinni A. Young participated in event(s) and/or meeting(s), as described in **Exhibit A** attached, which required them 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:

April 13, 2016

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 Scott Griggs, Councilmember Casey Thomas, and Councilmember Tiffinni A. Young because of their participation in any event(s) and/or meeting(s) will not be counted against them in determining their 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 will not count against Councilmember Scott Griggs, Councilmember Casey Thomas, and Councilmember Tiffinni A. Young in determining their 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 Scott Griggs, Councilmember Casey Thomas, and Councilmember Tiffinni A. Young 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	<u>MEETING</u> EXEMPTION	PURPOSE/LOCATION	ABSENCE TYPE
Scott Griggs	3/21/2016	Arts, Culture & Libraries Committee	Worked on official city business related to a housing project Dallas, Texas	Absent
Casey Thomas	4/4/2016	Economic Development Committee	Worked on official city business related to a Workforce Development project in Colorado.	Absent
Casey Thomas	4/4/2016	Housing Committee	Worked on official city business related to a Workforce Development project in Colorado.	Absent
Tiffinni A. Young	3/21/2016	Housing Committee	Attended The American Israel Public Affairs Committee Policy Conference Washington, DC	Absent

KEY FOCUS AREA: E-Gov
AGENDA DATE: April 13, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Secretary
CMO: Rosa A. Rios, 670-3738
MAPSCO: N/A

SUBJECT

Consideration of appointments of two (2) members to the Dallas Area Rapid Transit Board of Directors for Places 01 and 02 for the 2016-2018 term, with one of the appointments to fill the unexpired term for 2014-2016, Place 01 (Closed Session, if necessary, Personnel, Sec. 551.074, T.O.M.A.) (Names of nominees in the City Secretary's Office) - Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum to provide time to incorporate actual activity at the Transportation and Trinity River Project Committee level as related to interviews.

The Dallas Area Rapid Transit (DART) board was structured by the Texas Legislature in 1993. Membership is allocated among member cities according to population, with recalculations after every U.S. census. Members of the DART board serve staggered terms of 2 years with 8 of the positions' terms beginning July 1 of odd-numbered years and seven positions' terms beginning July 1 of even numbered years. The initial members of the DART board drew lots to determine the "even/odd" status of their board terms of office. As a result of the drawing, the terms of 6 of the 8 Dallas positions expire July 1 of odd-numbered years (including the Dallas "shared" position). The enabling legislation provides that a member city may not rule by order or ordinance to limit the number of terms a member of the DART board may serve.

On August 23, 2011, the DART Board approved a reallocation of the Board based on the 2010 Census data. As a result, the City of Dallas lost one direct appointment to the Board previously shared with the cities of Cockrell Hill, Glen Heights and Plano. The City of Dallas is now entitled to 7 full members and 1 shared member with the City of Cockrell Hill. This now provides for the terms of 2 members to expire in even-numbered years and 6 to expire on odd-numbered years.

BACKGROUND (Continued)

This action will appoint one individual for a full 2 years in the 2016-2018 term and appoint another individual for a full 2 years in 2016-2018 as well as the 2014-2016 unexpired term. For the 2016-2018 term appointment, the city secretary will assign place numbers following appointment.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 11, 2016, the Transportation and Trinity River Project Committee (TTRPC) will interview nominees and make subsequent recommendations for filling the two seats. The TTRPC will recommend nominees for appointment.

FISCAL INFORMATION

No cost consideration to the City.

April 13, 2016

WHEREAS, the City Council has, since 1993, appointed 8 members to the DART Board; and

WHEREAS, the City Council has, since 1993, appointed its additional shared member to the DART Board, in conjunction with the cities of Cockrell Hill, Glenn Heights, and Plano; and

WHEREAS, the seats on the DART Board were reallocated on August 23, 2011 as a result of the 2010 Census data in accordance with Section 457.577 of the Texas Transportation Code; and

WHEREAS, the 2011 reallocation decreased the number of members to be appointed by the City of Dallas; and

WHEREAS, the City Council, as of the 2011 reallocation, is responsible for appointing 7 full members and 1 shared member, with the City of Cockrell Hill, to the DART Board of Directors; and

WHEREAS, the members of the DART Board of Directors serve staggered two-year terms, commencing July 1, pursuant to Section 452.578 of the Texas Transportation Code; and

WHEREAS, Place 01 and Place 02 terms expire June 30, 2016; and

WHEREAS, a resignation was submitted for Place 01 to become effective as soon as a succession is duly appointed, whose term expires June 30, 2016; the member to be appointed will fill the unexpired term beginning April 13, 2016 and ending June 30, 2016;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the following individuals are hereby (re)appointed to the DART Board for terms to begin July 1, 2016 and expire June 30, 2018, and that the City Secretary, following appointment, shall assign the place number to these individuals:

PLACE 01	
PLACE 02	

April 13, 2016

SECTION 2. That the following individual is hereby appointed to the DART Board to fill an unexpired term with service to begin April 13, 2016 and expire June 30, 2016, and that the City Secretary, following appointment, shall assign Place 01 to this individual:

PLACE 01	
----------	--

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: April 13, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Mayor and City Council
CMO: A. C. Gonzalez, 670-3297
MAPSCO: N/A

SUBJECT

Authorize an amendment to the 2016 City Calendar to change the City Council Agenda Meeting from June 8, 2016 to June 15, 2016 and the City Council Briefing Meeting from June 15, 2016 to June 8, 2016 - Financing: No cost consideration to the City

BACKGROUND

This item was placed on the addendum and is moved forward at the request of the Mayor.

Resolution No. 89-3796 requires the City Council to adopt an annual calendar. Resolution No. 90-2673 establishes the annual July recess. The City Calendar includes all City Council briefing and agenda meetings, budget briefings and workshops, Council Committee meetings, and City holidays. The City Calendar is available on the City's website at www.dallascityhall.com and is made available in the Office of Financial Services to all citizens who request copies.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The City Council was briefed on October 7, 2015.

The 2016 City Calendar was approved by the City Council on October 14, 2015, by Resolution No. 15-1907.

FISCAL INFORMATION

No cost consideration to the City.

April 13, 2016

WHEREAS, the 2016 City Calendar should be changed to show the City Council Agenda Meeting scheduled on June 8, 2016 moved to June 15, 2016 and to show City Council Briefing Meeting scheduled on June 15, 2016 moved to June 8, 2016; and

WHEREAS, it has become necessary to revise the 2016 calendar for the year to reflect this change;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the Dallas City Council authorizes the dates changed and authorizes an amendment to the 2016 City Calendar to reflect this change per Attachment A.

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.

June 2016						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Council Briefing 9:00am	2	3	4
5	6 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance & Audit	7	8 Council Agenda <u>Council Briefing</u> 9:00am Budget workshop	9	10	11
12	13 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	14	15 Council Briefing <u>Council Agenda</u> 9:00am	16	17	18
19	20 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance & Audit 3:00pm-Arts, Culture & Libraries	21	22 Council Agenda 9:00am	23	24 U.S. Conference of Mayors Indianapolis, IN	25 U.S. Conference of Mayors Indianapolis, IN
26 U.S. Conference of Mayors Indianapolis, IN	27 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project U.S. Conference of Mayors Indianapolis, IN	28	29 Fifth Wednesday – No City Council Meeting	30		

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

REVISED AGENDA ITEM # 30

KEY FOCUS AREA: Culture, Arts and Recreation and Educational Enhancements

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): 4

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: N/A

SUBJECT

Authorize an amendment to the one-hundred-twenty-six-month concession contract with ~~Ira McGraw, dba~~ IAMJ Enterprises, Inc., to define roles, responsibilities and compensation as a result of the closure of the Cedar Crest Golf Course and Banquet Facility located at 1800 Southerland Avenue – Not to exceed \$239,925 – Financing: Golf Improvement Funds

BACKGROUND

Cedar Crest Golf Course opened for play in 1918 and has not been renovated since 2003. The renovation of the existing golf course includes, bunker replacement, greens contouring and replacement, soil preparation, grassing, landscape form, planting selections, and tee box improvements. Golf course renovations are necessary to retain a product that will generate attendance and revenues required to sustain the golf system through operations and capital improvements. The City has successfully renovated courses with golf revenues, which are consistently recognized throughout the metroplex as top quality golf destinations and top performers.

This action will amend the one-hundred-twenty-six-month concession contract with ~~Ira McGraw~~ IAMJ Enterprises, Inc. that was approved on June 11, 2008, by Resolution No. 08-1654 for the management of the pro shop operations. The City of Dallas golf course facility and grounds operations are managed through city forces and the business operations are managed by private contractors who are PGA Professionals. This public/private contractual partnership maximizes the revenue potential and return on investment for both the operator and the City of Dallas.

BACKGROUND (CONTINUED)

The golf course renovation will close the course during busy golfing season, during which time the golf pro will have no opportunity to generate revenue from the facilities but will continue to have financial responsibility for many aspects of the operation. During the period of the renovation, the golf pro will be preparing the marketing plan for the course re-opening and by providing professional input during the course construction regarding the final product including landscaping selection, greens, and tee box sculpting. The City proposes to compensate ~~Mr. McGraw~~ IAMJ Enterprises, Inc. for professional services compensation not to exceed \$51,047 during the period of closure for his professional oversight during construction. The proposed professional compensation is based on previous amendments to management agreements with pros at both Stevens Park Golf Course and Luna Vista Golf Course during golf course renovations.

Substantiated and validated expenses of approximately \$88,909 will be incurred by ~~Mr. McGraw~~ IAMJ Enterprises, Inc., against which he has no opportunity to generate revenue. During the period the course will be closed, expenses include maintaining the telephone lines, liquor license, insurance, pest control and golf shop security system. The costs for staff to close and re-open the pro shop and café, and losses for merchandise liquidation are also considered for compensation.

During the term of the renovation and seven months after re-opening the course, the City will assume all utility costs for the golf course, pro shop and cart barn, in an amount not to exceed \$8,591.

The City, through its Park and Recreation Department, agrees to compensate ~~Mr. McGraw~~ IAMJ Enterprises, Inc. a sum of \$91,378 for Concessionaires closure relief as a result of loss of revenue during closure of the golf course and to account for the time it will take to regenerate the customer base of Cedar Crest Golf Course which has dropped during the course of the last few seasons. Over the course of the last three years, the rounds at Cedar Crest have declined due to the continued decline in the condition of the greens. This decline has impacted the perception of the golfing public and by allocating these funds to ~~Mr. McGraw~~ IAMJ Enterprises, Inc., he will have the opportunity to create new golf programs, invest in staff and create additional opportunities to generate interest in Cedar Crest Golf Course and to rebuild the customer base.

The City's proposed compensation breaks down as follows:

Pro compensation	\$ 51,047
Fixed cost reimbursement	\$ 88,909
Forego seven months of utilities beginning October 2016	\$ 8,591
Commissions waiver (five months waived)	\$ 18,749
Customer Base Regeneration	<u>\$ 72,629</u>
Total Proposed Supplemental Agreement	\$239,925

ESTIMATED SCHEDULE OF PROJECT

Begin Renovation	May 2016
Complete Renovation	September 2016

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

City Council authorized the concession agreement for management of Cedar Crest Golf Course on June 11, 2008, by Resolution No. 08-1654.

City Council authorized the banquet facility management agreement on August 27, 2008, by Resolution No. 08-2229.

The Park and Recreation Board authorized an amendment to the concession contract on March 10, 2016.

Information about this item will be provided to the Quality of Life & Environment Committee on April 11, 2016.

FISCAL INFORMATION

Golf Improvement Funds - \$239,925

OWNER

IAMJ Enterprises, Inc.

Ira McGraw, President

April 13, 2016

WHEREAS, the City Charter provides for the Park and Recreation Board to grant contracts and agreements within park facilities with such terms and conditions as it shall deem proper; and

WHEREAS, the Park and Recreation Board has developed a golf pro shop management plan which provides for the operation of the golf pro shops at Cedar Crest, Luna Vista, Stevens Park, Tenison Park and Grover C. Keeton Golf Courses through professional managers as independent contractors; and

WHEREAS, the City Charter requires that the City Council approve any contract which exceeds one year in duration; and

WHEREAS, on June 11, 2008, Resolution No. 08-1654 authorized a concession contract for the operation of the golf prop shop that provides for the full service golf facility at Cedar Crest to the citizens including merchandise, golf carts, club repairs, club rentals, food and drink, beer, driving range, lessons, and building reservations through ~~Ira McGraw~~ IAMJ Enterprises, Inc., a professional manager, as an independent contractor and any and all assignees including IAMJ Enterprises, Inc. a Texas Corporation (IAMJ Enterprises, Inc.); and

WHEREAS, the City is preparing to conduct a renovation of Cedar Crest Golf Course beginning on or about May 1, 2016 and ending on or about September 30, 2016; and

WHEREAS, pursuant to Section 22 of the Contract, the City will close down Cedar Crest Golf Course during the renovation; and

WHEREAS, this action authorizes an amendment to the one-hundred-twenty-six-month concession contract with ~~Ira McGraw~~ IAMJ Enterprises, Inc. to define roles, responsibilities, compensation and reimbursement for professional services performed and costs incurred during the closure of the premises including presenting to the public on the golf course renovations; providing a marketing plan; and providing professional knowledge as to landscaping form and planting selections, green contouring and placement, bunkers and fairway sculpting and drainage which is consistent with previous amendments to management agreements with pros at both Stevens Park Golf Course and Luna Vista Golf Course.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

April 13, 2016

SECTION 1. That the City Manager is hereby authorized to enter into an amendment to the one-hundred-twenty-six-month concession contract with ~~Ira McGraw, dba~~ IAMJ Enterprises, Inc., to define roles, responsibilities and compensation as a result of the closure of the Cedar Crest Golf Course for renovation, in an amount not to exceed \$239,925.

SECTION 2. That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a concession agreement with ~~Ira McGraw, dba~~ IAMJ Enterprises, Inc., after approval as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to pay compensation in an amount not to exceed \$239,925 during closure of the premises to IAMJ Enterprises, Inc. from Golf Improvement Funds (subject to appropriations), Fund 0332, Department PKR, Unit 9363, Object 3070, Activity PK19, Commodity 92500.

<u>AMOUNT</u>	<u>UNIT</u>	<u>ENCUMBRANCE</u>	<u>VENDOR NO.</u>	<u>VENDOR</u>
\$239,925	9363	PKR16F018	VS0000032011	IAMJ Enterprises, Inc.

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: April 13, 2016

COUNCIL DISTRICT(S): 4

DEPARTMENT: Sustainable Development and Construction
~~Public Works & Transportation~~
Public Works Department

CMO: Ryan S. Evans, 671-9837
Jill A. Jordan, P.E., 670-5299

MAPSCO: 55H

SUBJECT

Authorize moving expense and replacement housing payments for Francisco Torres and Dora Fernandez in the Cadillac Heights neighborhood as a result of an official written offer of just compensation to purchase real property at 1019 Pontiac Avenue for the Cadillac Heights Phase II Project - Not to exceed \$67,550 - Financing: 2006 Bond Funds

BACKGROUND

Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas provides moving expense and replacement housing payments for homeowners displaced by the City of Dallas in conjunction with its real property acquisition activities. On August 12, 2015, the City Council approved Resolution No. 15-1396 which authorized the acquisition of real property known as 1019 Pontiac Avenue for the Cadillac Heights Phase II Project. Francisco Torres and Dora Fernandez will be displaced as a direct result of this property acquisition. They have qualified for a moving expense payment of up to \$2,050 and a last resort calculated replacement housing payment of up to \$65,500 pursuant to City Code and will use the replacement housing payment to acquire a replacement property.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 12, 2015, the City Council authorized the acquisition of single family homes in the Cadillac Heights neighborhood for the Cadillac Heights Phase II Project by Resolution No. 15-1396.

Information about this item will be provided to the Economic Development Committee on April 4, 2016.

FISCAL INFORMATION

2006 Bond Funds - \$67,550

OWNERS

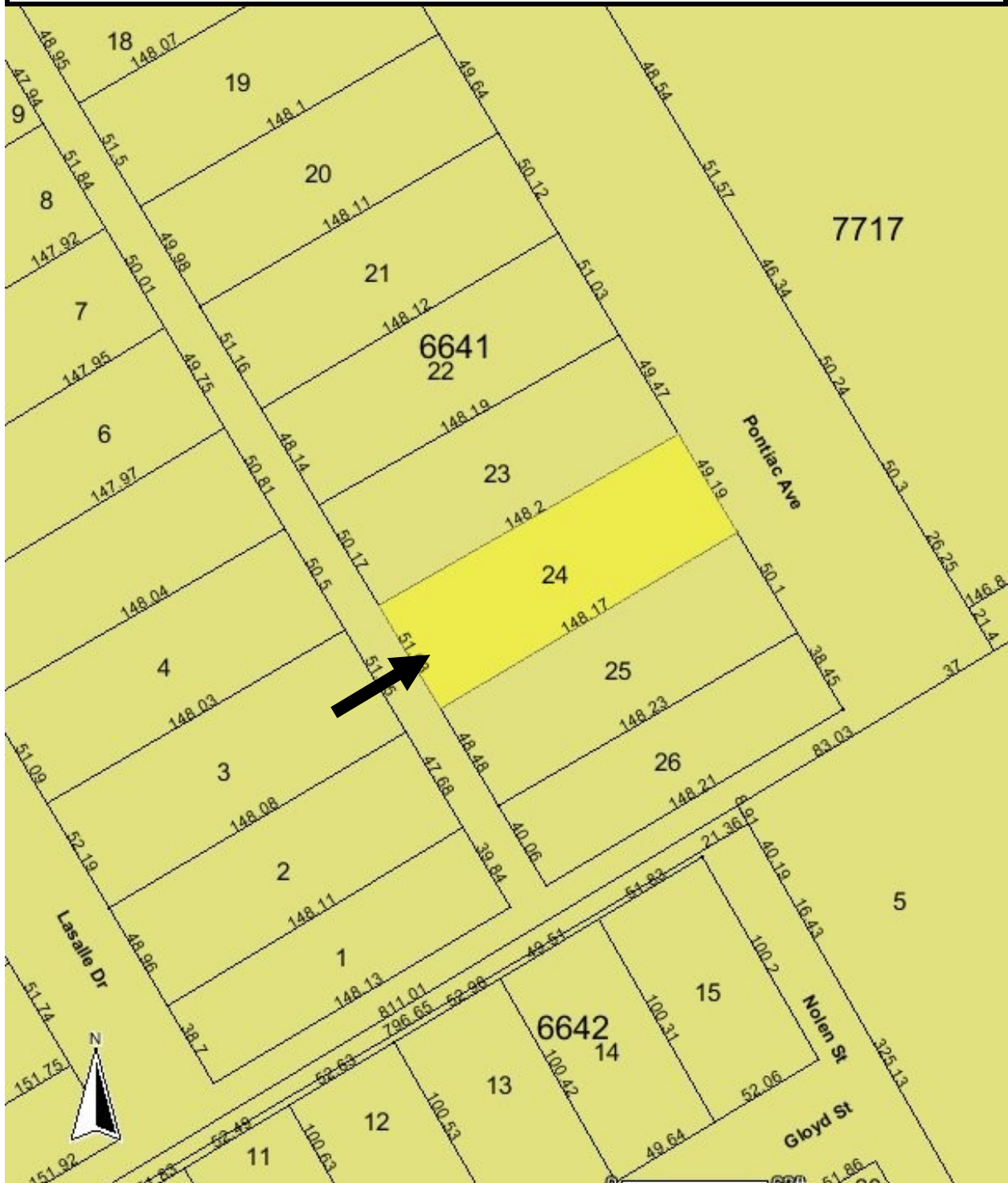
Francisco Torres

Dora Fernandez

MAP

Attached

CADILLAC HEIGHTS PHASE II PROJECT RELOCATION ASSISTANCE



Lot 24, Block 3/6641– 1019 Pontiac Avenue

April 13, 2016

WHEREAS, on November 7, 2006, Dallas voters approved the use of General Obligation Bonds to acquire property for Cadillac Heights Phase II Project; and

WHEREAS, Francisco Torres and Dora Fernandez will be displaced as a direct result of this property acquisition and will vacate the property; and

WHEREAS, Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas provides moving expense and replacement housing payments for homeowners displaced by City of Dallas property acquisition activities; and

WHEREAS, on August 12, 2015, the City Council approved Resolution No. 15-1396 authorizing the acquisition of 1019 Pontiac Avenue located in the Cadillac Heights neighborhood, to be used in conjunction with the construction of Cadillac Heights Phase II Project;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That Francisco Torres and Dora Fernandez will be displaced in conjunction with the construction of the Cadillac Heights Phase II Project and are entitled to moving expense and replacement housing payments pursuant to Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas.

Section 2. That Francisco Torres and Dora Fernandez are eligible to receive a moving expense payment in an amount up to \$2,050 and a replacement housing payment in an amount up to \$65,500.

Section 3. That the Chief Financial Officer is authorized to draw warrants in favor of Francisco Torres and Dora Fernandez in an amount not to exceed \$67,550 for moving expense and replacement housing payments.

These warrants are to be paid as follows:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>Act Code</u>	<u>Prog No</u>	<u>CT</u>	<u>Vendor No</u>	<u>Amount</u>
BT11	PBW	T825	4240	LAAQ	PB06T825	SUST825EP18	VS86897	\$65,500
BT11	PBW	T825	4240	LAAQ	PB06T825	SUST825EP19	VC14881	\$ 2,050

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: E-Gov

AGENDA DATE: April 13, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Convention and Event Services

CMO: Warren M.S. Ernst, 670-3491
Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event - Not to exceed \$125,000, from \$50,000 to \$175,000 - Financing: Current Funds

BACKGROUND

Supplemental Agreement No. 1 will authorize Fanning Harper Martinson Brandt & Kutchin, P.C., to continue providing legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council was briefed in Closed Session on February 17, 2016, and March 2, 2016.

Council ~~will be~~ was briefed in Closed Session on April 6, 2016.

FISCAL INFORMATION

\$125,000 - Current Funds

M/WBE INFORMATION

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Resolution No. 08-2826, as amended.

OWNER

Fanning Harper Martinson Brandt & Kutchin, P.C.

Thomas P. Brandt, Partner

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., for additional legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event - Not to exceed \$125,000, from \$50,000 to \$175,000 - Financing: Current Funds

Fanning Harper Martinson Brandt & Kutchin, P.C. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$125,000.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$125,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%

April 13, 2016

WHEREAS, the City of Dallas is involved in a lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D; and,

WHEREAS, on February 23, 2016, pursuant to Administrative Action No. 16-5190, the City authorized a professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., in an amount not to exceed \$50,000.00 for legal services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event; and,

WHEREAS, the professional legal services of Fanning Harper Martinson Brandt & Kutchin, P.C., continue to be necessary for this ~~matter~~ and related matters; **Now, Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the professional services contract with Fanning Harper Martinson Brandt & Kutchin, P.C., for additional services in the lawsuit styled Three Expo Events, LLC v. City of Dallas, Texas, et al., Civil Action No. 3:16-CV-00513-D, as well as any other claim by a person seeking to lease a city facility for an adult entertainment event or sell at or attend such an event in an amount not to exceed \$125,000.00, increasing the original contract amount from \$50,000.00 to \$175,000.00.

Section 2. That the Chief Financial Officer is authorized to disburse, in periodic payments to Fanning Harper Martinson Brandt & Kutchin, P.C., an amount not to exceed \$125,000.00 from Fund 0192, Department ORM, Unit 3890, Obj. 3033, Encumbrance No. ATT389016E27, Vendor No. 399210.

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.