

AGENDA ITEM # 2

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

May 23, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Department of Aviation

CMO:

Jody Puckett, 670-3390

MAPSCO:

33D H; 34A E F J K

SUBJECT

Authorize **(1)** the application for and acceptance of two grants from the U.S. Department of Transportation, Federal Aviation Administration (FAA) for the federal share of the eligible capital improvement projects for the Airport Improvement Program (AIP) at Dallas Love Field in a total amount not to exceed \$15,000,000 for three projects: Airfield Pavement Evaluation 2018 Project (Grant No. 3-48-0062-054-2018, CFDA No. 20.106) in the amount of \$1,000,000 and Rehabilitation of Taxiway B Phase II (Runway 13L to Runway 18-36) Construction Project and Reconstruction of Runway 13R to 31L Design Project (Grant No. 3-48-0062-055-2018, CFDA No. 20.106) in an approximate amount of \$14,000,000; **(2)** the establishment of appropriations in an amount not to exceed \$1,000,000 in the FAA AIP Grant-Airfield Pavement Evaluation 2018 Fund and in an amount not to exceed \$14,000,000 in the FAA Grant-Taxiway B Rehab Phase II-Runway 13L to 18-36 Construction and Runway 13R-31L Reconstruction Design Fund; **(3)** the receipt and deposit of grant funds in an amount not to exceed \$1,000,000 in the FAA AIP Grant-Airfield Pavement Evaluation 2018 Fund and in an amount not to exceed \$14,000,000 in the FAA Grant-Taxiway B Rehab Phase II-Runway 13L to 18-36 Construction and Runway 13R-31L Reconstruction Design Fund; and **(4)** execution of the grant agreements - Total not to exceed \$15,000,000 - Financing: Federal Aviation Administration Airport Improvement Program Grant Funds

BACKGROUND

As part of the FAA AIP, all large and medium hub airports (Dallas Love Field is considered a medium hub) are apportioned grants to airports annually based on annual passenger enplanements. These grant funds are referred to as Entitlement Grants. Preliminary notification from the FAA indicates that Dallas Love Field's allocated share of Entitlement Grant Funds for Federal Fiscal Year 2018 is approximately \$2,600,000. FAA Entitlement Grant funds may pay for airfield, taxiway, runway improvement projects and other eligible projects included in the Dallas Love Field Master Plan. Dallas Love Field has consistently received FAA Entitlement Grants annually.

BACKGROUND (continued)

The FAA has allocated additional FAA Discretionary Grant funds in this year's FAA disbursement for eligible projects at Dallas Love Field. Discretionary Grant Funds are issued by the FAA for specific projects as funds become available. FAA Entitlement Grants and Discretionary Grants are expected to be available in June or July 2018.

Approval of this action to accept the Federal Fiscal Year 2018 Entitlement and Discretionary Grants in advance, enables the Department of Aviation to react quickly and take advantage of any FAA funding opportunities as they become available.

Airfield Pavement Evaluation

The FAA requires Dallas Love Field maintains a Pavement Management Program (PMP). The selection of an engineering firm to perform pavement condition analysis is an integral part of the PMP.

Rehabilitate Taxiway B – Phase II

The existing pavement on Taxiway Bravo was assessed in a 2015 Airfield Pavement Condition Survey. The recommendation in the survey was reconstruction. In addition, the existing airfield drainage needs to be upgraded to conform to current standards. This portion of the project will be construction.

Reconstruct Runway 13R/31L

A project to reconstruct the existing runway. The 2015 Airfield Pavement Condition Survey shows the runway pavement needs to be reconstructed soon. This portion of the project will be engineering design.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 26, 2014, City Council authorized a professional services contract with Kimley-Horn and Associates, Inc. to provide engineering services for the Runway, Taxiway and Apron Airfield Pavement Evaluation Project at Dallas Love Field by Resolution No. 14-0511.

On March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for design and construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field by Resolution No. 15-0491.

On September 14, 2016, City Council authorized a construction contract with EAS Contracting, L.P to provide construction services for the Airfield Pavement Repairs Project at Dallas Love Field by Resolution No. 16-1511.

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

On September 14, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Garver, LLC to provide full time on-site construction administration and management services for the Airfield Pavement Repairs Project at Dallas Love Field by Resolution No. 16-1512.

On September 28, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Garver, LLC to provide full-time, on-site construction administration and construction observation services for the Taxiway Echo Intersections Improvements and Taxiway Bravo Rehabilitation Projects at Dallas Love Field by Resolution No. 16-1581.

On March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Taxiway Mike Phase II at Dallas Love Field by Resolution No. 17-0475.

On August 23, 2017, City Council authorized the acceptance of a grant from the U.S. Department of Transportation Federal Aviation Administration (Grant No. 3-48-0062-053-2017/CFDA No. 20.106) for the federal share of the eligible capital improvement projects for the Airport Improvement Program at Dallas Love Field for the Extension of Taxiway M Design Project and construction for the Runway 18-36 Conversion Project by Resolution No. 17-1364.

On April 25, 2018, City Council authorized a professional services contract with HNTB Corporation for design, planning, engineering and construction document services for the Runway 13R/31L Reconstruction Project at Dallas Love Field by Resolution No. 18-0598.

On April 25, 2018, City Council authorized Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV at Dallas Love Field by Resolution No. 18-0599.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Federal Aviation Administration Airport Improvement Program Grant Funds - \$15,000,000

May 23, 2018

WHEREAS, the Federal Aviation Administration (FAA) through the Airport Improvement Program (AIP) has indicated that the following Dallas Love Field Projects: Construction for Rehabilitation of Taxiway B - Phase II (Runway 13L to 18-36), Construction for Extension of Taxiway M from Runway 13L to Taxiway D, Design for Reconstruction of Runway 13R-31L and Professional Services for Airfield Pavement Evaluation are eligible for federal funding from the FAA; and

WHEREAS, on March 26, 2014, City Council authorized a professional services contract with Kimley-Horn and Associates, Inc. to provide engineering services for the Runway, Taxiway and Apron Airfield Pavement Evaluation Project at Dallas Love Field, in an amount not to exceed \$1,270,000.00, by Resolution No. 14-0511; and

WHEREAS, on March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for design and construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field, in an amount not to exceed \$1,323,890.00, by Resolution No. 15-0491; and

WHEREAS, on April 20, 2015, Administrative Action No. 15-5908 authorized Supplemental Agreement No. 1 to the professional services contract with Kimley-Horn and Associates, Inc. to extend the contract terms for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field by nine months, from March 31, 2015 to December 31, 2015; and

WHEREAS, on October 23, 2015, Administrative Action No. 15-7086 authorized Supplemental Agreement No. 1 to the professional services contract with Garver, LLC to complete a field investigation and prepare construction documents for isolated full-depth concrete repairs on the airfield at Dallas Love Field, in an amount not to exceed \$48,840.00, from \$1,323,890.00 to \$1,372,730.00; and

WHEREAS, on September 14, 2016, City Council authorized a construction contract with EAS Contracting, L.P to provide construction services for the Airfield Pavement Repairs Project at Dallas Love Field, in an amount not to exceed \$934,572.69, by Resolution No. 16-1511; and

WHEREAS, on September 14, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Garver, LLC to provide full time on-site construction administration and management services for the Airfield Pavement Repairs Project at Dallas Love Field, in an amount not to exceed \$314,464.00, from \$1,372,730.00 to \$1,687,194.00, by Resolution No. 16-1512; and

May 23, 2018

WHEREAS, on September 28, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Garver, LLC to provide full-time, on-site construction administration and construction observation services for the Taxiway Echo Intersections Improvements and Taxiway Bravo Rehabilitation Projects at Dallas Love Field, in an amount not to exceed \$1,769,340.00, from \$1,687,194.00 to \$3,456,534.00, by Resolution No. 16-1581; and

WHEREAS, on March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Taxiway Mike Phase II at Dallas Love Field, in an amount not to exceed \$1,737,770.00, from \$3,456,534.00 to \$5,194,304.00, by Resolution No. 17-0475; and

WHEREAS, on June 21, 2017, Administrative Action No. 17-0812 authorized Supplemental Agreement No. 5 to the professional services contract with Garver, LLC for additional design services to accommodate the request of the FAA to change the design plans to keep Taxiway E open to aircraft traffic and to move the new runway connector to a new location at Dallas Love Field, in an amount not to exceed \$24,200.00, from \$5,194,304.00 to \$5,218,504.00; and

WHEREAS, on August 23, 2017, City Council authorized the acceptance of a grant from the U.S. Department of Transportation Federal Aviation Administration (Grant No. 3-48-0062-053-2017/CFDA No. 20.106) for the federal share of the eligible capital improvement projects for the Airport Improvement Program at Dallas Love Field for the Extension of Taxiway M Design Project and construction for the Runway 18-36 Conversion Project, in an amount not to exceed \$1,617,738.00, by Resolution No. 17-1364; and

WHEREAS, on April 25, 2018, City Council authorized a professional services contract with HNTB Corporation for design, planning, engineering and construction document services for the Runway 13R/31L Reconstruction Project at Dallas Love Field, in an amount not to exceed \$5,096,677.00, by Resolution No. 18-0598; and

WHEREAS, on April 25, 2018, City Council authorized Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV at Dallas Love Field, in an amount not to exceed \$2,755,500.00, from \$5,218,504.00 to \$7,974,004.00; and

WHEREAS, it is now desirable to accept reimbursement funds from the FAA for the eligible costs of each project.

May 23, 2018

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to apply for and accept two grants from the U.S. Department of Transportation, Federal Aviation Administration, approved as to form by the City Attorney, for the federal share of the eligible capital improvement projects for the Airport Improvement Program at Dallas Love Field in a total amount not to exceed \$15,000,000 for three projects: Airfield Pavement Evaluation 2018 Project (Grant No. 3-48-0062-054-2018, CFDA No. 20.106) in the amount of \$1,000,000 and Rehabilitation of Taxiway B Phase II (Runway 13L to Runway 18-36) Construction Project and Reconstruction of Runway 13R to 31L Design Project (Grant No. 3-48-0062-055-2018, CFDA No. 20.106) in an approximate amount of \$14,000,000; apply for and accept future increases in the project cost when approved by both the City and the FAA; and execute the grant agreements with the U.S. Department of Transportation, Federal Aviation Administration.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$1,000,000 in the FAA AIP Grant-Airfield Pavement Evaluation 2018 Fund, Fund F549, Department AVI, Unit D012, Object 4599.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit funds in an amount not to exceed \$1,000,000 in the FAA AIP Grant-Airfield Pavement Evaluation 2018 Fund, Fund F549, Department AVI, Unit D012, Revenue Code 9907.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse grant funds in an amount not to exceed \$1,000,000 from the FAA AIP Grant-Airfield Pavement Evaluation 2018 Fund, Fund F549, Department AVI, Unit D012, Object 4599.

SECTION 5. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$14,000,000 in the following:

FAA Grant-Taxiway B Rehab Phase II-Runway 13L to 18-36 Construction and Runway 13R-31L Reconstruction Design Fund
Taxiway B Rehab Phase II-Runway 13L to 18-36 Construction
Fund F550, Department AVI, Unit W121, Object 4599

Runway 13R-31L Reconstruction Design
Fund F550, Department AVI, Unit D019, Object 4599

May 23, 2018

SECTION 6. That the Chief Financial Officer is hereby authorized to receive and deposit funds in an amount not to exceed \$14,000,000 in the following:

FAA Grant-Taxiway B Rehab Phase II-Runway 13L to 18-36 Construction and Runway 13R-31L Reconstruction Design Fund
Taxiway B Rehab Phase II-Runway 13L to 18-36 Construction
Fund F550, Department AVI, Unit W121, Revenue Code 9907

Runway 13R-31L Reconstruction Design
Fund F550, Department AVI, Unit D019, Revenue Code 9907

SECTION 7. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$14,000,000 from the following:

FAA Grant-Taxiway B Rehab Phase II-Runway 13L to 18-36 Construction and Runway 13R-31L Reconstruction Design Fund
Taxiway B Rehab Phase II-Runway 13L to 18-36 Construction
Fund F550, Department AVI, Unit W121, Object 4599

Runway 13R-31L Reconstruction Design
Fund F550, Department AVI, Unit D019, Object 4599

SECTION 8. That the City Manager is hereby authorized to reimburse to the granting agency any expenditure identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 9. 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 10. That the contract for the FAA AIP Grant-Airfield Pavement Evaluation 2018 Project is designated as Contract No. AVI-2018-00006327.

SECTION 11. That the contract for the FAA Grant-Taxiway B Rehab Phase II-Runway 13L to 18-36 Construction and Runway 13R-31L Reconstruction Design Project is designated as Contract No. AVI-2018-00006421.

SECTION 12. 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 # 3

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Aviation

CMO: Jody Puckett, 670-3390

MAPSCO: 33D H; 34A E F J K

SUBJECT

Authorize **(1)** an Other Transaction Agreement with the Federal Aviation Administration (FAA) to provide Limited Design and Implementation Reimbursable Agreement for analyzing the impact of FAA facilities due to Runway 13R/31L Reconstruction Project at Dallas Love Field; and **(2)** an increase in appropriations in an amount not to exceed \$98,677 in the Aviation Near Term Passenger Facility Charge Fund - Not to exceed \$98,677 - Financing: Aviation Near Term Passenger Facility Charge Funds

BACKGROUND

Runway 13R/31L was originally constructed in 1965 and serves as one of the primary runways for commercial and general aviation takeoffs and landings at Dallas Love Field. The runway is the longest runway at Dallas Love Field and measures 8,800 feet in length and 150 feet in width. The runway was last rehabilitated in 1993.

The runway pavement was evaluated in 2014 and found to have significant pavement life remaining. However, in late 2014, the Wright Amendment Repeal Act was enacted and Dallas Love Field saw a major growth in air traffic. Enplanements grew by over 150 percent and pavement failures and shifts in the concrete increased accordingly.

This agreement will pay for the FAA services during the navigational aid equipment move. The FAA has indicated its services are limited to labor, travel and expenses required to perform limited technical and/or engineering support for the project.

ESTIMATED SCHEDULE OF PROJECT

| | |
|-----------------------|----------------|
| Began Design | May 2018 |
| Complete Design | September 2019 |
| Begin Construction | June 2020 |
| Complete Construction | March 2021 |

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 25, 2018, City Council authorized a professional services contract with HNTB Corporation for design, planning, engineering and construction document services for the Runway 13R/13L Reconstruction Project at Dallas Love Field by Resolution No. 18-0598.

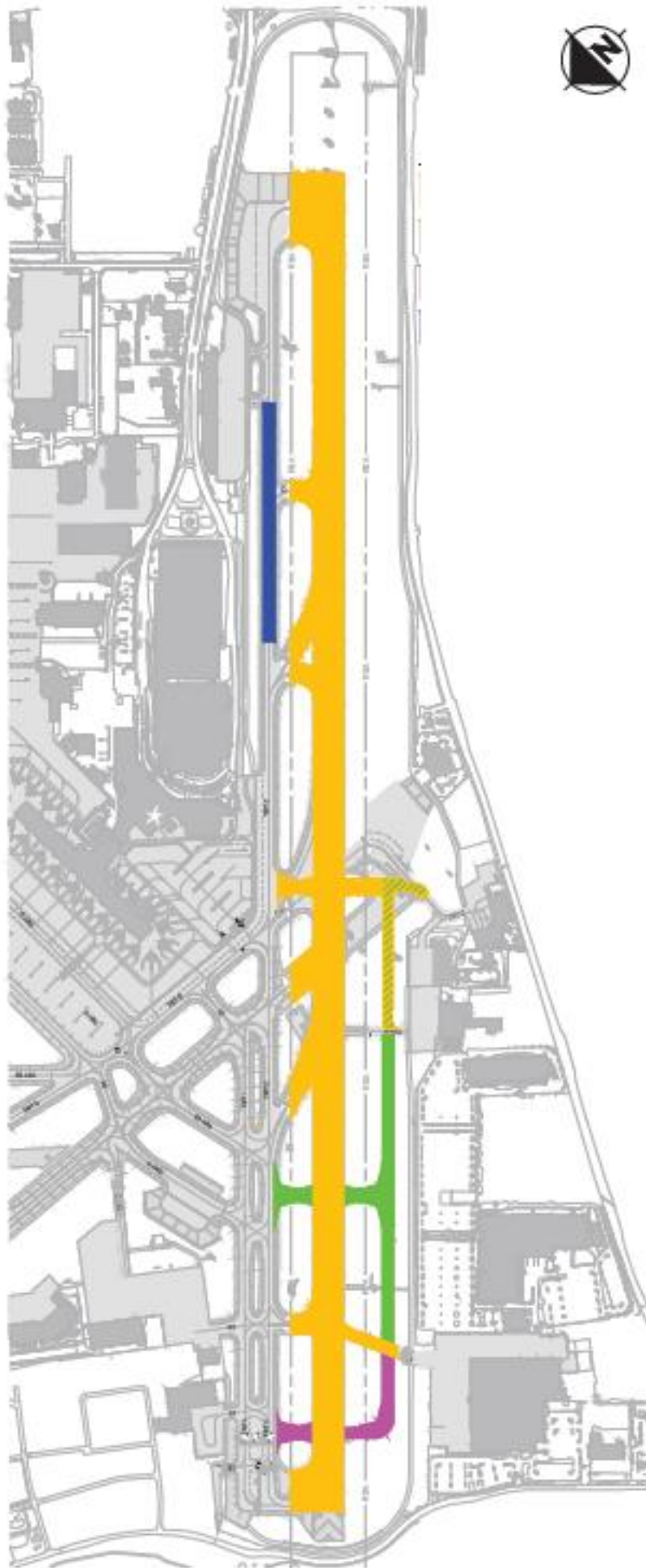
Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Aviation Near Term Passenger Facility Charge Funds - \$98,676.67

MAP

Attached



- LEGEND**
- BASE SCOPE
 - OPTION 1
 - OPTION 2
 - OPTION 3

Figure 5. Scope Options (Repeated)

May 23, 2018

WHEREAS, the Department of Aviation has a need for engineering design services for the Runway 13R/31L Reconstruction Project at Dallas Love Field; and

WHEREAS, the Department of Aviation has identified pavement on the runway is projected to fall below the acceptable level/standard for continuous use by 2021; and

WHEREAS, on April 25, 2018, City Council authorized a professional services contract with HNTB Corporation to provide design, planning, engineering and construction document services for the Runway 13R/31L Reconstruction Project at Dallas Love Field, in an amount not to exceed \$5,096,677.00, by Resolution No. 18-0598; and

WHEREAS, it is now desirable to authorize an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the Runway 13R/31L Reconstruction Project at Dallas Love Field, in an amount not to exceed \$98,676.67.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an Other Transaction Agreement with the Federal Aviation Administration (FAA), approved as to form by the City Attorney, to provide Limited Design and Implementation Reimbursable Agreement for analyzing the impact of FAA facilities due to Runway 13R/31L Reconstruction Project at Dallas Love Field, in an amount not exceed \$98,676.67.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$98,676.67 in the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit D019, Object Code 4113.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$98,676.67 to be paid to the FAA in accordance with the terms and conditions of the other transaction agreement from Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department. AVI, Unit D019, Activity AAIP, Object 4113, Program AVID019, Encumbrance/Contract No. CX-AVI-2018-00006133, Commodity 91200, Vendor 174291.

May 23, 2018

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Runway 13R/31L Reconstruction Project at Dallas Love Field, in an amount not to exceed \$98,676.67. Upon approval of the PFC by the FAA for this project, the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$98,676.67 in the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099; and the Chief Financial Officer is hereby authorized to transfer funds in an amount not to exceed \$98,676.67 from the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099 to the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit D019, Activity AAIP, Object 5011, Program AVID019, Encumbrance/Contract No. CX-AVI-2018-00006133, Commodity 92500, Vendor 174291.

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

AGENDA ITEM # 4

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Aviation

CMO: Jody Puckett, 670-3390

MAPSCO: 33D H; 34A E F J K

SUBJECT

Authorize **(1)** an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field; and **(2)** an increase in appropriations in an amount not to exceed \$587,261 in the Aviation Near Term Passenger Facility Charge Fund - Not to exceed \$587,261 - Financing: Aviation Near Term Passenger Facility Charge Funds

BACKGROUND

This action will authorize an Other Transaction Agreement with the Federal Aviation Administration (FAA) to provide engineering support for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field. The project includes the reconstruction of Taxiway Bravo between the Runway 13L end and Taxiway E, extension of Taxiway M between the Runway 13L end and Taxiway D, relocation of the Runway 13L glideslope antenna and relocation of National Weather Service Equipment.

Dallas Love Field initiated the request to move a federal navigational aid so therefore, bears the cost of the move. Because this is a federal navigational aid, the FAA is the only authorized organization to validate the move, and is the only authorized team for the design and eventual move of its own navigational aids. The FAA has indicated it will provide services limited to labor, travel and expenses required to perform limited technical and/or engineering support for the project.

ESTIMATED SCHEDULE OF PROJECT

| | |
|-----------------------|---------------|
| Began Design | November 2016 |
| Completed Design | May 2018 |
| Begin Construction | June 2018 |
| Complete Construction | May 2019 |

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for design and construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field by Resolution No. 15-0491.

On September 14, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Garver, LLC to provide full time on-site construction administration and management services for the Airfield Pavement Repairs Project at Dallas Love Field by Resolution No. 16-1512.

On September 28, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Garver, LLC to provide full-time, on-site construction administration and construction observation services for the Taxiway Echo Intersections Improvements and Taxiway Bravo Rehabilitation Projects at Dallas Love Field by Resolution No. 16-1581.

On March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Taxiway Mike Phase II at Dallas Love Field by Resolution No. 17-0475.

On April 25, 2018, City Council authorized Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV at Dallas Love Field by Resolution No. 18-0599.

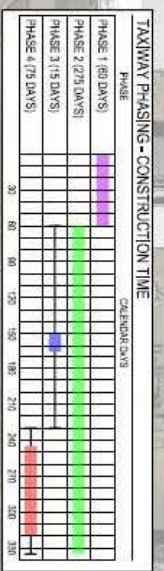
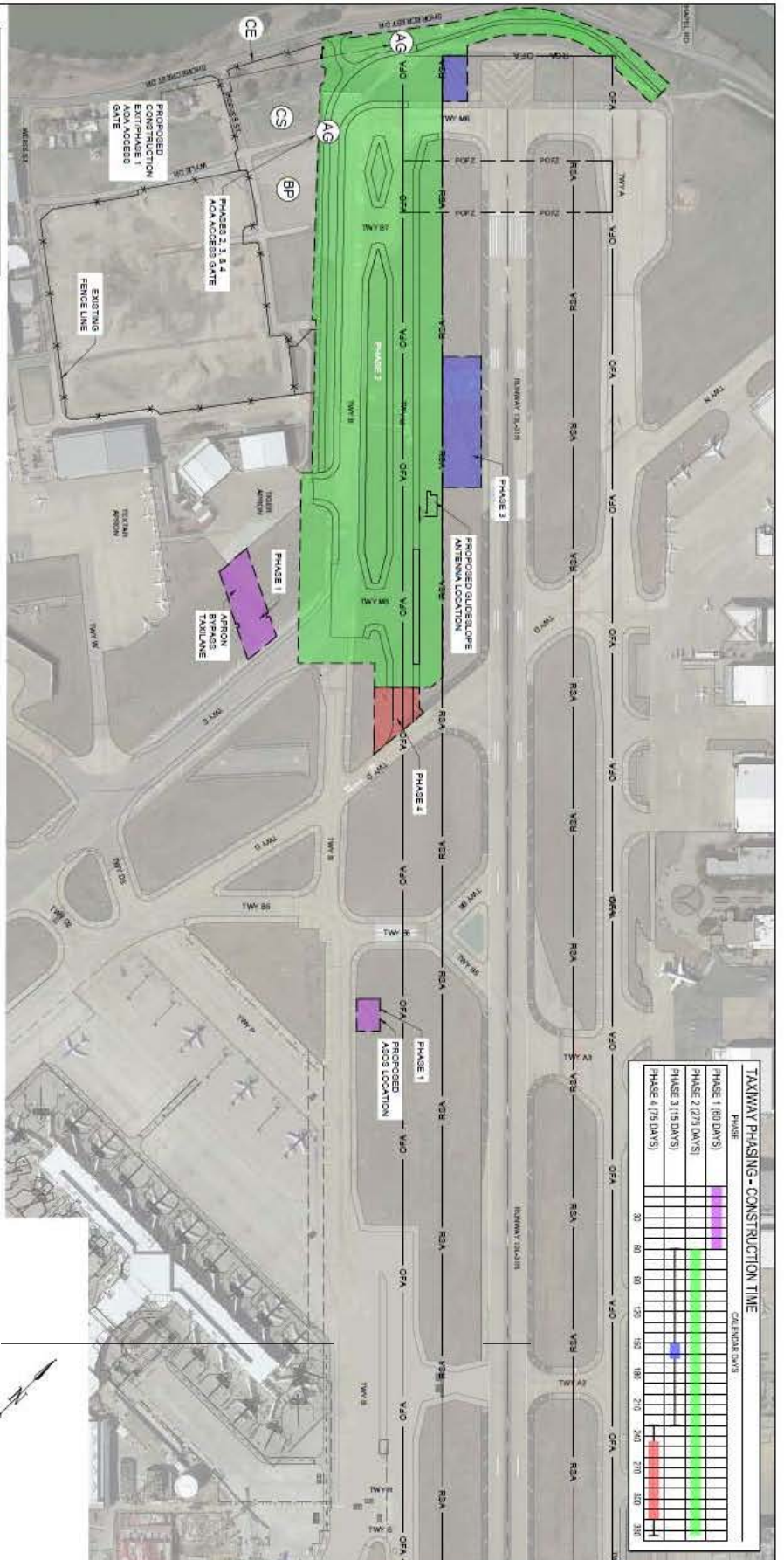
Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Aviation Near Term Passenger Facility Charge Funds - \$587,260.27

MAP

Attached



OVERALL CSBP NOTES

- SEE THE CSBP PLAN SHEET FOR EACH INDIVIDUAL CSBP PHASE FOR ALL TYPES OF WORK TYPES TO BE ACCOMPLISHED AND SPECIFIC RUNWAY AND TAXIWAY FACILITY CLOSURES.
- PHASE 1 WORK ORDERS WILL INCLUDE INSTALLATION OF A BYPASS TABLE FOR AIRPORT TO COME AND GO FROM THE TISER APRON TO TAXIWAY E. THE BYPASS TABLE WILL BE IN USE DURING THE MAJOR PART OF FUTURE PHASES WHEN TAXIWAY 9 WILL NEED TO BE CLOSED. THE ADOSS WILL ALSO BE INSTALLED IN PHASE 1.
 - PHASE 2 WORK ORDERS WILL BE CONDUCTED WITH VARIOUS TAXIWAY CLOSURES AND WILL INCLUDE THE MAJOR PORTION OF THE CONSTRUCTION OF THE DUAL PARALLEL TAXIWAYS 9 AND 10 NORTHWEST OF THE TAXIWAY D TORA, INCLUDING NEW CONNECTOR TAXIWAYS 9A AND NEW INTERSECTIONS WITH TAXIWAYS E AND 9A.
 - PHASE 3 WORK ORDERS WILL BE CONDUCTED WITH A RUNWAY CLOSURE FOR THE WORK THAT LIES WITHIN THE RUNWAY SAFETY AREA. WORK WILL INCLUDE REMOVAL OF THE CLOSED CONNECTOR TAXIWAY ADJACENT WITHIN THE RSA. RUNWAY ELECTRICAL CREDIT WORK AND GRADING THE AREA WITHIN THE RSA.
 - THE CONSTRUCTION OF THIS PHASE SHALL BE PERFORMED CONCURRENTLY WITH PHASE 2 WITHIN THE PHASE 2 SCHEDULE. ALTHOUGH SCHEDULED TO BE PERFORMED BEFORE PHASE 2, THE CONSTRUCTION OF THIS PHASE SHALL BE CONDUCTED AFTER PHASE 2.
 - PHASE 4 WORK ORDERS WILL BE CONDUCTED BY CLOSING TAXIWAY 7 BETWEEN TAXIWAY B AND RUNWAY 13-4R. PHASE 4 WORK WILL INCLUDE A WORK AREA FOR THE INSTALLATION OF PORTIONS OF NEW PARALLEL TAXIWAY WITHIN THE TORA OF TAXIWAY D. THE CONSTRUCTION OF THIS PHASE SHALL BE PERFORMED CONCURRENTLY WITH PHASE 2 WITHIN THE PHASE 2 SCHEDULE BUT NOT CONCURRENTLY WITH PHASE 3.

LEGEND

- RSA - RUNWAY SAFETY AREA
- OFA - OBJECT FREE AREA
- CONSTRUCTION AREA
- CONSTRUCTION STAGING AREA AND BATCH PLANT LOCATION
- NON-ACCESS GATE, ACCESS GATE
- UNLESS A GATE GUARD IS PRESENT CONSTRUCTION ACCESS GATE FROM REVERSED STREET

CS (BP) - NON-ACCESS GATE, ACCESS GATE
 AG - NON-ACCESS GATE, ACCESS GATE
 CE - REVERSED STREET

| | | | | | | | | |
|-----------------------------------|----------------------------------|---------------------------------|--|------------------------------------|--|---|---|--|
| GARVER REGISTRATION NO. E-9713 | ATKINS REGISTRATION NO. E-114 | EJES REGISTRATION NO. E-2488 | TEXAS STATE SEAL REGISTERED PROFESSIONAL ENGINEER NO. 12300 EXPIRES 12/31/2018 JOHN J. BROWN | Digitally signed on 01/26/2018 | REV. DATE DESCRIPTION _____ _____ _____ | Dallas Love Field TAXIWAY BRAVO (PHASE II) RUNWAY 13L - TAXIWAY E | CONSTRUCTION SHEETY & PHASING PLAN - OVERALL DALLAS NO. 2178660 DALLAS PLAND NO. 519-117 DATE: JAN. 2018 DESIGNED BY: AJS DRAWN BY: TLR | SHEET NUMBER 14 OF 300F |
|-----------------------------------|----------------------------------|---------------------------------|--|------------------------------------|--|---|---|--|

May 23, 2018

WHEREAS, on March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for design and construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field, in an amount not to exceed \$1,323,890.00, by Resolution No. 15-0491; and

WHEREAS, on October 23, 2015, Administrative Action No. 15-7086 authorized Supplemental Agreement No. 1 to the professional services contract with Garver, LLC to complete a field investigation and prepare construction documents for isolated full-depth concrete repairs on the airfield at Dallas Love Field, in an amount not to exceed \$48,840.00, from \$1,323,890.00 to \$1,372,730.00; and

WHEREAS, on September 14, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Garver, LLC to provide full time on-site construction administration and management services for the Airfield Pavement Repairs Project at Dallas Love Field, in an amount not to exceed \$314,464.00, from \$1,372,730.00 to \$1,687,194.00, by Resolution No. 16-1512; and

WHEREAS, on September 28, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Garver, LLC to provide full-time, on-site construction administration and construction observation services for the Taxiway Echo Intersections Improvements and Taxiway Bravo Rehabilitation Projects at Dallas Love Field, in an amount not to exceed \$1,769,340.00, from \$1,687,194.00 to \$3,456,534.00, by Resolution No. 16-1581; and

WHEREAS, on January 25, 2017, City Council authorized a professional services contract with Alliance Geotechnical Group, Inc. to perform construction Materials Testing on four construction projects in the Airside Capital Improvement Program at Dallas Love field, in an amount not to exceed, \$534,194.00, by Resolution No. 17-0186; and

WHEREAS, on March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC for design, planning, engineering, and construction document services for the Love Field Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Taxiway Mike Phase II at Dallas Love Field, in an amount not to exceed \$1,737,770.00, from \$3,456,534.00 to \$5,194,304.00, by Resolution No. 17-0475; and

WHEREAS, on June 21, 2017, Administrative Action No. 17-0812 authorized Supplemental Agreement No. 5 to the professional services contract with Garver, LLC for additional design services to accommodate the request of the Federal Aviation Administration to change the design plans to keep Taxiway E open to aircraft traffic and to move the new runway connector to a new location at Dallas Love Field, in an amount not to exceed \$24,200.00, from \$5,194,304.00 to \$5,218,504.00; and

May 23, 2018

WHEREAS, on October 18, 2017, Administrative Action No. 17-1146 authorized Supplemental Agreement No. 1 to the professional services contract with Alliance Geotechnical Group, Inc. to perform Construction Materials Testing for the Runway Incursion Mitigation Project at Dallas Love Field, in an amount not to exceed \$10,000.00, from \$534,194.00 to \$544,194.00; and

WHEREAS, on April 25, 2018, City Council authorized Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV at Dallas Love Field, in an amount not to exceed \$2,755,500.00, from \$5,218,504.00 to \$7,974,004.00; and

WHEREAS, on April 26, 2018, Administrative Action No. 18-0173 authorized Supplemental Agreement No. 2 to the professional services contract with Alliance Geotechnical Group, Inc. to perform Construction Materials Testing for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$49,873.75, from \$544,194.00 to \$594,067.75; and

WHEREAS, on May 3, 2018, Administrative Action No. 18-0175 authorized Supplemental Agreement No. 7 to the professional services contract with Garver, LLC for the transfer of funds from the Love Field Taxiway Echo Intersection Project to the Taxiway Bravo Rehabilitation Phase I Project, no cost consideration to the City of Dallas; and

WHEREAS, on May 23, 2018, City Council will consider a concurrent action to authorize Supplemental Agreement No. 8 to the professional services contract with Garver, LLC to provide full time services, on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount not to exceed, \$1,602,200.00, from \$7,974,004.00 to \$9,036,204.00; and

WHEREAS, on May 23, 2018, City Council will consider a concurrent action to authorize a Supplemental Agreement No. 3 to the professional services contract with Alliance Geotechnical Group for construction materials testing for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount not to exceed \$344,240.15, from \$594,067.75 to \$938,307.90.

WHEREAS, it is now desirable to authorize an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount to exceed \$587,260.27.

May 23, 2018

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an Other Transaction Agreement with the Federal Aviation Administration, approved as to form by the City Attorney, to provide engineering support for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount not to exceed \$587,260.27.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$587,260.27 in the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 4113.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$587,260.27 to be paid to the Federal Aviation Administration (FAA), in accordance with the terms and conditions of the Other Transaction Agreement from the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Activity AAIP, Object 4113, Program AVIW121, Encumbrance/Contract No. CX-AVI-2018-00006187, Commodity 92500, Vendor 174291.

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Rehabilitation of Taxiway Bravo Phase II and Extension of Taxiway M Project at Dallas Love Field. Upon the approval of PFC funding by the FAA for this Project, in an amount not to exceed \$587,260.27, the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$587,260.27 in the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099; and the Chief Financial Officer is hereby authorized to transfer funds in an amount not to exceed \$587,260.27 from the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099 to the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Activity AAIP, Object 5011, Program AVIW121, Encumbrance/Contract No. CX-AVI-2018-00006187, Commodity 92500, Vendor 174291.

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

AGENDA ITEM # 5

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Aviation

CMO: Jody Puckett, 670-3390

MAPSCO: 33D H; 34A E F J K

SUBJECT

Authorize **(1)** a construction contract for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field - Austin Bridge & Road, L.P., lowest responsible bidder of five; and **(2)** the establishment of appropriations in an amount not to exceed \$15,427,000 in the Aviation Near Term Passenger Facility Charge Fund – Not to exceed \$15,427,000 – Financing: Aviation Near Term Passenger Facility Charge Funds

BACKGROUND

On Wednesday, February 14, 2018, the Taxiway Bravo Phase II Project at Dallas Love Field was publicly advertised for construction bids. On March 16, 2018, five bids were received. Austin Bridge & Road, L.P. was the apparent low bidder of the five and it is recommended that the City of Dallas enter into a construction contract with Austin Bridge & Road, L.P. for the scope of work detailed in the project manual and construction documents.

This action will authorize a construction contract with Austin Bridge & Road, L.P. for the Rehabilitation of Taxiway Bravo Phase II at Dallas Love Field. The project includes the reconstruction of Taxiway Bravo between the Runway 13L end and Taxiway E, extension of Taxiway M between the Runway 13L end and Taxiway D, relocation of Runway 13L glideslope antenna and relocation of National Weather Service Equipment.

Austin Bridge & Road, LP has had no contractual activities with the City of Dallas for the past three years for the past three years.

ESTIMATED SCHEDULE OF PROJECT

| | |
|-----------------------|---------------|
| Began Design | November 2016 |
| Completed Design | May 2018 |
| Begin Construction | June 2018 |
| Complete Construction | May 2019 |

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for the design and preparation of construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field by Resolution No. 15-0491.

On March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC design, planning, engineering and construction document services for the Love Field Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Extension of Taxiway Mike Phase II at Dallas Love Field by Resolution No. 17-0475.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Aviation Near Term Passenger Facility Charge Funds - \$15,427,000.00

| | |
|--|-----------------------------------|
| Design | \$ 1,737,770.00 |
| Construction Administration | \$ 1,062,200.00 (concurrent item) |
| Materials Testing Services | \$ 344,240.15 (concurrent item) |
| FAA OTA (Other Transaction Agreements) | \$ 587,620.27 (concurrent item) |
| Construction (this action) | <u>\$15,427,000.00</u> |
| Total Project Cost | \$19,158,830.42 |

DBE INFORMATION

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

| <u>Contract Amount</u> | <u>Category</u> | <u>DBE Goal</u> | <u>DBE %</u> | <u>DBE \$</u> |
|-------------------------------|------------------------|------------------------|---------------------|----------------------|
| \$15,427,000.00 | Construction | 24.36% | 24.36% | \$3,758,530.00 |

- This contract meets the DBE goal of 24.36%

BID INFORMATION

The following five bids were received and opened on March 16, 2018:

*Denotes successful bidder

| <u>Bidders</u> | <u>Address</u> | <u>Amount</u> |
|--|--|----------------------|
| *Austin Bridge & Road, L.P. | 11143 Goodnight Lane Dallas, TX 75229 | \$15,427,000.00 |
| Mario Sincola and Sons, Excavating, Inc. | 10950 Research Road Frisco, TX 75033 | \$16,185,943.45 |
| Texas Sterling Construction | 20810 Fernbush Drive Houston, TX 77073 | \$16,506,002.00 |
| Interstate Highway Construction, Inc. | 7135 S Tuscon Way Centennial, CO 80112 | \$16,681,656.30 |
| Flatiron Constructors, Inc. | 385 Interlocken Crescent Suite 900 Broom field, CO 80021 | \$17,632,677.50 |

OWNER

Austin Bridge & Road, L.P.

Mike Manning, Executive Vice President

MAP

Attached



REGISTRATION NO. F-2713
ATKINS
 REGISTRATION NO. F-2488

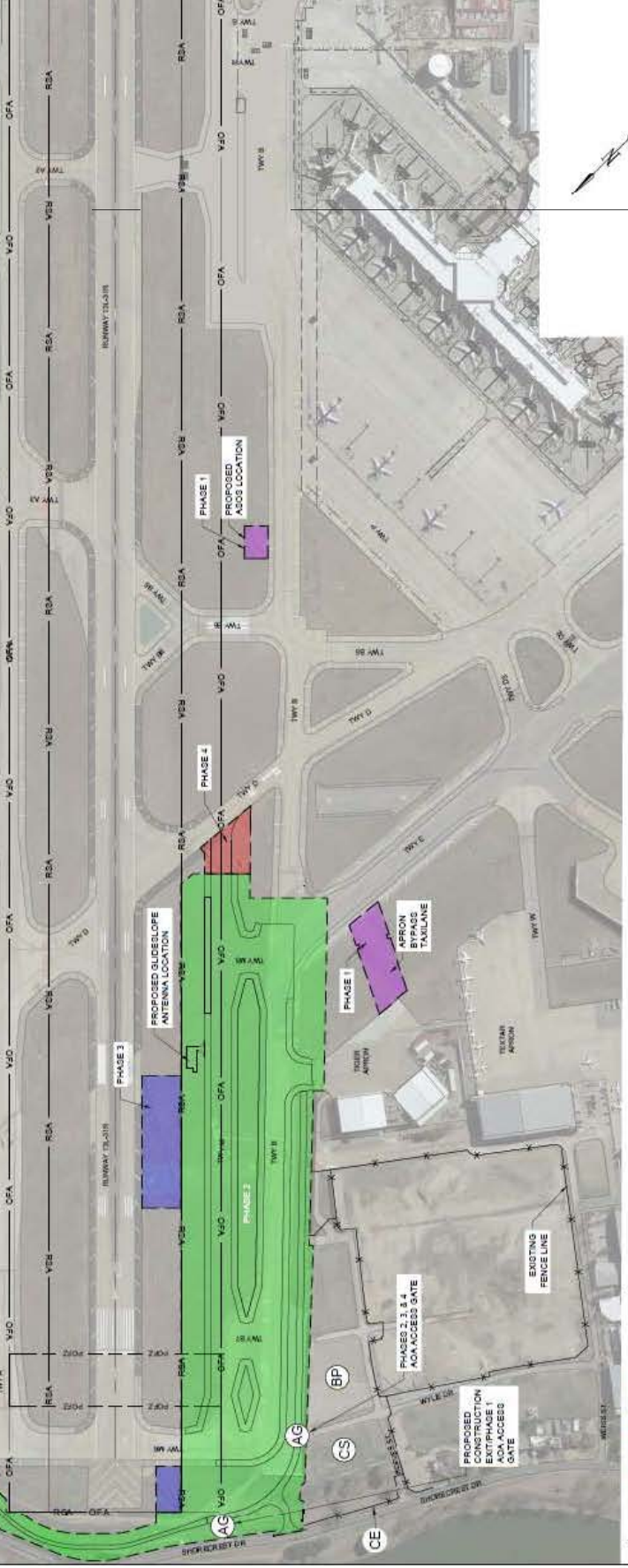
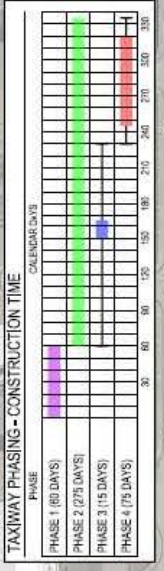


DIGITALLY SIGNED ON 01/26/2018

| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| | | |
| | | |
| | | |
| | | |

Dallas Love Field
TAXIWAY BRAVO (PHASE II)
 CONSTRUCTION SAFETY & PHASING PLAN - OVERALL

DALLAS NO. 31116603
 DALLAS PLAN NO. 8101417
 DATE: JAN. 2018
 DESIGNED BY: ABS
 DRAWN BY: TLR
 DRAWING NUMBER
G-300F
 SHEET NUMBER
14



LEGEND

- RSA: RUNWAY SAFETY AREA
- OFA: OBJECT FREE AREA
- CONSTRUCTION AREA: PHASE 1 (Red), PHASE 2 (Green), PHASE 3 (Blue), PHASE 4 (Purple)
- CONSTRUCTION STAGING AREA AND BATCH PLANT LOCATION: (CS) (BP)
- APRON ACCESS GATE: (AG)
- APRON ACCESS GATE: (AC)
- CONSTRUCTION ACCESS GATE FROM REEVES STREET: (CE)

- OVERALL CSPP NOTES**
- SEE THE CSPP PLAN SHEET FOR EACH INDIVIDUAL CSPP PHASE FOR A LISTING OF WORK TYPES TO BE ACCOMPLISHED AND SPECIFIC RUNWAY AND TAXIWAY FACILITY CLOSURES.
- PHASE 1 WORK (90 DAYS) WILL INCLUDE INSTALLATION OF A BYPASS TAILLANE FOR AIRCRAFT TO COME AND GO FROM THE TIGER APRON TO TAXIWAY E. THE BYPASS TAILLANE WILL BE IN USE DURING THE MAJOR PART OF FUTURE PHASES WHEN TAXIWAY 9 WILL NEED TO BE CLOSED. THE AGSS WILL ALSO BE INSTALLED IN PHASE 1.
 - PHASE 2 WORK (225 DAYS) WILL BE CONDUCTED WITH VARIOUS TAXIWAY CLOSURES AND WILL INCLUDE THE MAJOR PORTION OF THE CONSTRUCTION OF THE DIAM PARALLEL, TAXIWAYS 9 AND M NORTHWEST OF THE TAXIWAY D TOFA, INCLUDING NEW CONNECTOR TAXIWAYS 16, AND NEW INTERSECTIONS WITH TAXIWAYS E AND W.
 - PHASE 3 WORK (105 DAYS) WILL BE CONDUCTED WITH A RUNWAY CLOSURE FOR THE WORK THAT LIES WITHIN THE RUNWAY SAFETY AREA. WORK WILL INCLUDE REMOVAL OF THE CLOSED CONNECTOR TAXIWAY PAVEMENT WITHIN THE RSA, RUNWAY ELECTRICAL CIRCUIT WORK AND GRADING THE AREA WITHIN THE RSA. THE CONSTRUCTION OF THIS PHASE SHALL BE PERFORMED CONCURRENTLY WITH PHASE 2 WITHIN THE PHASE 2 SCHEDULE, ALLOWING FOR FLEXIBILITY BASED ON OTHER AIRFIELD IMPACTS ENCOUNTERED DURING THE CONSTRUCTION OF THIS PROJECT.
 - PHASE 4 WORK (75 DAYS) WILL BE CONDUCTED BY CLOSING TAXIWAY D BETWEEN TAXIWAY 9 AND RUNWAY 13A/14R. PHASE 4 WORK WILL INCLUDE A WORK AREA FOR THE INSTALLATION OF PORTIONS OF NEW PARALLEL, TAXIWAY M WITHIN THE TOFA OF TAXIWAY D. THE CONSTRUCTION OF THIS PHASE SHALL BE PERFORMED CONCURRENTLY WITH PHASE 2 WITHIN THE PHASE 2 SCHEDULE, BUT NOT CONCURRENTLY WITH PHASE 3.

May 23, 2018

WHEREAS, on March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for design and preparation of construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field, in an amount not to exceed \$1,323,890.00, by Resolution No. 15-0491.

WHEREAS, on March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC for design, planning and preparation of construction documents for the Love Field Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Extension of Taxiway Mike Phase II at Dallas Love Field, in an amount not to exceed \$1,737,770.00, increasing the contract amount from \$3,456,534.00 to \$5,194,304.00, by Resolution No. 17-0475.

WHEREAS, it is desirable for the Department of Aviation to rehabilitate Taxiway Bravo Phase II; and

WHEREAS, the Department of Aviation employed the Request for Bids process in accordance with City of Dallas and Federal Aviation Administration procurement guidelines for construction services; and

WHEREAS, construction bids were publicly advertised, received and opened on March 16, 2018 for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field as follows:

| <u>Bidders</u> | <u>Bid Amount</u> |
|--|-------------------|
| Austin Bridge & Road, L.P. | \$15,427,000.00 |
| Mario Sincola and Sons, Excavating, Inc. | \$16,185,943.45 |
| Texas Sterling Construction | \$16,506,002.00 |
| Interstate Highway Construction, Inc. | \$16,681,656.30 |
| Flatiron Constructors, Inc. | \$17,632,677.50 |

WHEREAS, Austin Bridge & Road, L.P. was selected as the most qualified proposer of five proposers as a result of a qualifications based selection process in accordance with City of Dallas procurement guidelines; and

WHEREAS, it is now necessary to authorize a construction services contract with Austin Bridge & Road, L.P., lowest responsive bidder of five, for the construction of the Rehabilitation of Taxiway Bravo Phase II Project at the Dallas Love Field, in an amount not to exceed \$15,427,000.00.

May 23, 2018

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a construction contract with Austin Bridge & Road, L.P., approved as to form by the City Attorney, for the construction of the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount not to exceed \$15,427,000.00.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$15,427,000.00 in the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 4599.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$15,427,000.00 to Austin Bridge & Road, L.P. in accordance with the terms and conditions of the construction services contract from Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Activity AAIP, Object 4599, Program AVIW121, Commodity 92500, Encumbrance/Contract No. CX-AVI-2018-00006188, Vendor 505455.

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field; and upon the approval of PFC funding by the Federal Aviation Administration (FAA) for this project, in an amount not to exceed \$15,427,000.00. Upon approval of the PFC by the FAA for this project, the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$15,427,000.00 in the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099; and the Chief Financial Officer is hereby authorized to transfer funds in an amount not to exceed \$15,427,000.00 from the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099 to the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Activity AAIP, Object 5011, Program AVIW121, Contract/Encumbrance No. CX-AVI-2018-00006188, Commodity 92500, Vendor 505455.

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

AGENDA ITEM # 6

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

May 23, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Department of Aviation

CMO:

Jody Puckett, 670-3390

MAPSCO:

33D H; 34A E F J K

SUBJECT

Authorize **(1)** Supplemental Agreement No. 3 to the professional services contract with Alliance Geotechnical Group, Inc. to provide construction materials testing for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field; and **(2)** an increase in appropriations in an amount not to exceed \$344,241 in the Aviation Near Term Passenger Facility Charge Fund - Not to exceed \$344,241, from \$594,068 to \$938,308 - Financing: Aviation Near Term Passenger Facility Charge Funds

BACKGROUND

On January 25, 2017, City Council authorized a professional services contract with Alliance Geotechnical Group, Inc. to perform Materials Testing on four construction projects in the Airside Capital Improvements Program at Dallas Love Field by Resolution No. 17-0186.

This action will authorize Supplemental Agreement No. 3 to the professional services contract with Alliance Geotechnical Group, Inc. to provide construction materials testing for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field.

A concurrent action will authorize a construction contract with Austin Bridge & Road, L.P. for the Rehabilitation of Taxiway Bravo Phase II at Dallas Love Field. The project includes the reconstruction of Taxiway Bravo between the Runway 13L end and Taxiway E, extension of Taxiway M between the Runway 13L end and Taxiway D, relocation of Runway 13L glideslope antenna and relocation of National Weather Service Equipment.

ESTIMATED SCHEDULE OF PROJECT

| | |
|-----------------------|---------------|
| Began Design | November 2016 |
| Completed Design | May 2018 |
| Begin Construction | June 2018 |
| Complete Construction | May 2019 |

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 25, 2017, City Council authorized a professional services contract with Alliance Geotechnical Group, Inc. to perform Materials Testing on four construction project in the Airside Capital Improvements Program at Dallas Love Field by Resolution No. 17-0186.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Aviation Near Term Passenger Facility Charges Funds – \$344,240.15

| | |
|--|--|
| Original Contract | \$ 534,194.00 |
| Supplemental Agreement No. 1 | \$ 10,000.00 |
| Supplemental Agreement No. 2 | \$ 49,873.75 |
| Supplemental Agreement No. 3 (this action) | \$ 344,240.15 |
| Construction | <u>\$15,427,000.00</u> (concurrent action) |
| Total Contract Cost | \$16,365,307.90 |

DBE INFORMATION

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

| <u>Contract Amount</u> | <u>Category</u> | <u>DBE Goal</u> | <u>DBE %</u> | <u>DBE \$</u> |
|-------------------------------|------------------------|------------------------|---------------------|----------------------|
| \$344,240.15 | Construction | 24.36% | 100.00% | \$344,240.15 |

- This contract exceeds the DBE goal of 24.36% and has an Overall DBE of 100.00%

OWNER

Alliance Geotechnical Group, Inc.

Robert P. Nance, President

MAP

Attached



REGISTRATION NO. F-2713
ATKINS

REGISTRATION NO. F-2488
EJES

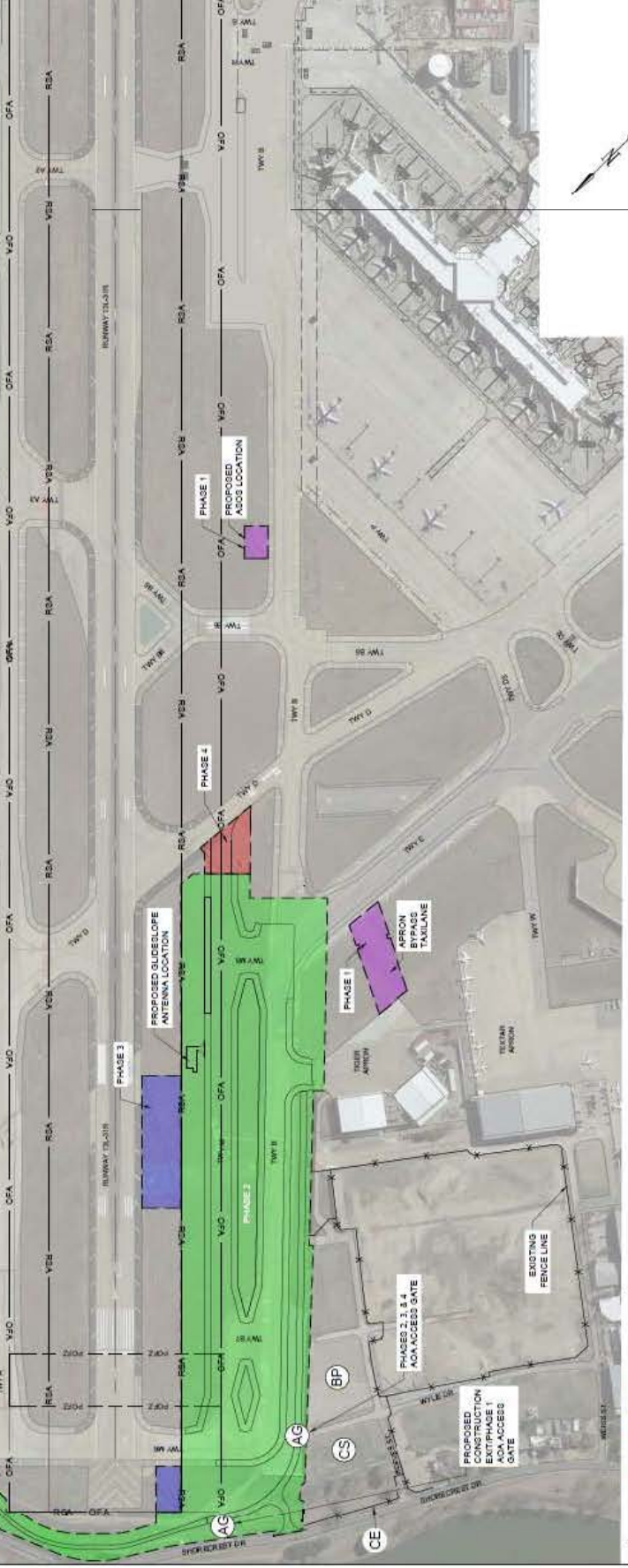
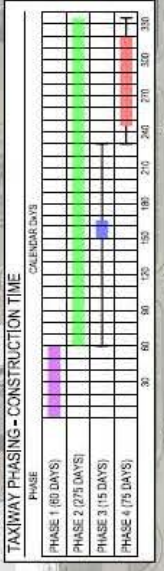


DIGITALLY SIGNED ON 01/26/2018

| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| | | |
| | | |
| | | |
| | | |

Dallas Love Field
CONSTRUCTION
TAXIWAY BRAVO (PHASE II)
RUNWAY 13L - TAXIWAY E

DALLAS NO. 31116603
DALLAS PLAN NO. 8101117
DATE: JAN. 2018
DESIGNED BY: ABS
DRAWN BY: TLR
DRAWING NUMBER
G-300F
SHEET NUMBER
14



LEGEND

- RSA: RUNWAY SAFETY AREA
- OFA: OBJECT FREE AREA
- CONSTRUCTION AREA: PHASE 1 (Red), PHASE 2 (Green), PHASE 3 (Blue), PHASE 4 (Purple)
- CONSTRUCTION STAGING AREA AND BATCH PLANT LOCATION: (CS) (BP)
- APRON ACCESS GATE: (AG)
- APRON ACCESS GATE: (AC)
- CONSTRUCTION ACCESS GATE FROM REEVES STREET: (CE)

- OVERALL CSPP NOTES**
- SEE THE CSPP PLAN SHEET FOR EACH INDIVIDUAL CSPP PHASE FOR A LISTING OF WORK TYPES TO BE ACCOMPLISHED AND SPECIFIC RUNWAY AND TAXIWAY FACILITY CLOSURES.
- PHASE 1 WORK (90 DAYS) WILL INCLUDE INSTALLATION OF A BYPASS TAILLANE FOR AIRCRAFT TO COME AND GO FROM THE TIGER APRON TO TAXIWAY E. THE BYPASS TAILLANE WILL BE IN USE DURING THE MAJOR PART OF FUTURE PHASES WHEN TAXIWAY 9 WILL NEED TO BE CLOSED. THE AGSS WILL ALSO BE INSTALLED IN PHASE 1.
 - PHASE 2 WORK (225 DAYS) WILL BE CONDUCTED WITH VARIOUS TAXIWAY CLOSURES AND WILL INCLUDE THE MAJOR PORTION OF THE CONSTRUCTION OF THE 80M PARALLEL, TAXIWAYS 9 AND 10 NORTHWEST OF THE TAXIWAY D TOFA, INCLUDING NEW CONNECTOR TAXIWAYS 16, AND NEW INTERSECTIONS WITH TAXIWAYS E AND 16.
 - PHASE 3 WORK (105 DAYS) WILL BE CONDUCTED WITH A RUNWAY CLOSURE FOR THE WORK THAT LIES WITHIN THE RUNWAY SAFETY AREA. WORK WILL INCLUDE REMOVAL OF THE CLOSED CONNECTOR TAXIWAY PAVEMENT WITHIN THE RSA, RUNWAY ELECTRICAL CIRCUIT WORK AND GRADING THE AREA WITHIN THE RSA.
 - PHASE 4 WORK (75 DAYS) WILL BE CONDUCTED WITH A RUNWAY CLOSURE WITHIN PHASE 3 WITHIN THE PHASE 3 SCHEDULE ALLOWING FOR FLEXIBILITY BASED ON OTHER AIRFIELD IMPACTS ENCOUNTERED DURING THE CONSTRUCTION OF THIS PROJECT. THE CONSTRUCTION OF THIS PHASE SHALL BE PERFORMED CONCURRENTLY WITH PHASE 2 WITHIN THE PHASE 2 SCHEDULE, BUT WILL INCLUDE A WORK AREA FOR THE INSTALLATION OF PORTIONS OF NEW PARALLEL, TAXIWAY 16 WITHIN THE TOFA OF TAXIWAY D. THE CONSTRUCTION OF THIS PHASE SHALL BE PERFORMED CONCURRENTLY WITH PHASE 2 WITHIN THE PHASE 2 SCHEDULE, BUT NOT CONCURRENTLY WITH PHASE 3.

May 23, 2018

WHEREAS, on January 25, 2017, City Council authorized a professional services contract with Alliance Geotechnical Group, Inc. to perform Materials Testing on four construction projects in the Airside Capital Improvements Program at Dallas Love-Field, in an amount not to exceed \$534,194.00, by Resolution No. 17-0186; and

WHEREAS, on October 18, 2017, Administrative Action No. 17-1146 authorized Supplemental Agreement No. 1 to the professional services contract with Alliance Geotechnical Group, Inc. to perform Construction Materials Testing for the Runway Incursion Mitigation Project at Dallas Love Field, in an amount not to exceed \$10,000.00, from \$534,194.00 to \$544,194.00; and

WHEREAS, on April 26, 2018, Administrative Action No. 18-0173 authorized Supplemental Agreement No. 2 to the professional services contract with Alliance Geotechnical Group, Inc. to perform Construction Materials Testing for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in the amount of \$49,873.75, increasing the contract from \$544,194.00 to \$594,067.75; and

WHEREAS, it is now desirable for Alliance Geotechnical Group, Inc. to begin construction materials testing for the Rehabilitation of Taxiway Bravo Phase II Project at the Dallas Love Field; and

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 3 to the professional services contract with Alliance Geotechnical Group, Inc. to perform construction materials testing for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount not to exceed \$344,240.15, increasing the contract amount from \$594,067.75 to \$938,307.90.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign Supplemental Agreement No. 3 to the professional services contract with Alliance Geotechnical Group, Inc., approved as to form by the City Attorney, to perform construction materials testing for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount not to exceed \$344,240.15, increasing the contract amount from \$594,067.75 to \$938,307.90.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$344,240.15 in the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 4113.

May 23, 2018

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$344,240.15 to Alliance Geotechnical Group, Inc., in accordance with the terms and conditions of the contract from the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Activity AAIP, Object 4113, Program AVIW022, Commodity 92500, Encumbrance/Contract No. CX-EBS-2016-00001542, Vendor 338366.

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field. Upon the approval of PFC funding by the Federal Aviation Administration for this project in an amount not to exceed \$344,240.15, the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$344,240.15 in the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099; and the Chief Financial Officer is hereby authorized to transfer funds in an amount not to exceed \$344,240.15 from the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099 to the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 5011, Activity AAIP, Program AVIW121, Encumbrance/Contract No. CX-EBS-2016-00001542, Commodity 92500, Vendor VS0000016343.

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

AGENDA ITEM # 7

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Aviation

CMO: Jody Puckett, 670-3390

MAPSCO: 33D H; 34A E F J K

SUBJECT

Authorize **(1)** Supplemental Agreement No. 8 to the professional services contract with Garver, LLC to provide full time services, on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field; and **(2)** an increase in appropriations in an amount not to exceed \$1,062,200 in the Aviation Near Term Passenger Facility Charge Fund - Not to exceed \$1,062,200, from \$7,974,004 to \$9,036,204 - Financing: Aviation Near Term Passenger Facility Charge Funds

BACKGROUND

This action will authorize Supplemental Agreement No. 8 to the professional services contract with Garver, LLC to provide full time services, on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field. The project includes the reconstruction of Taxiway Bravo between the Runway 13L end and Taxiway E, extension of Taxiway M between the Runway 13L end and Taxiway D, relocation of the Runway 13L glideslope antenna and relocation of National Weather Service equipment.

ESTIMATED SCHEDULE OF PROJECT

| | |
|-----------------------|---------------|
| Began Design | November 2016 |
| Completed Design | May 2018 |
| Begin Construction | June 2018 |
| Complete Construction | May 2019 |

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for design and construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field by Resolution No. 15-0491.

On September 14, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Garver, LLC to provide full time on-site construction administration and management services for the Airfield Pavement Repairs Project at Dallas Love Field by Resolution No. 16-1512.

On September 28, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Garver, LLC to provide on-site construction administration and construction observation services for the Taxiway Echo Intersections Improvements and the Taxiway Bravo Projects at Dallas Love Field by Resolution No. 16-1581.

On March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Taxiway Mike Phase II at Dallas Love Field by Resolution No. 17-0475.

On April 25, 2018, City Council authorized Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering, and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Phase III and IV at Dallas Love Field by Resolution No. 18-0599.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Aviation Near Term Passenger Facility Charge Funds - \$1,062,200.00

FISCAL INFORMATION (continued)

| | |
|--|--|
| Design (Original Contract) | \$ 1,323,890.00 |
| Supplemental Agreement No. 1 | \$ 48,840.00 |
| Supplemental Agreement No. 2 | \$ 314,464.00 |
| Supplemental Agreement No. 3 | \$ 1,769,340.00 |
| Supplemental Agreement No. 4 | \$ 1,737,770.00 |
| Supplemental Agreement No. 5 | \$ 24,200.00 |
| Supplemental Agreement No. 6 | \$ 2,755,500.00 |
| Supplemental Agreement No. 7 | \$ 0.00 |
| Supplemental Agreement No. 8 (this action) | \$ 1,062,200.00 |
| Materials Testing Services | \$ 344,240.15 (concurrent item) |
| FAA Other Transaction Agreement (OTA) | \$ 587,260.27 (concurrent item) |
| Construction | <u>\$15,427,000.00 (concurrent item)</u> |
| Total Contract Cost | \$25,394,704.42 |

DBE INFORMATION

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

| <u>Contract Amount</u> | <u>Category</u> | <u>DBE Goal</u> | <u>DBE %</u> | <u>DBE \$</u> |
|------------------------|-----------------|-----------------|--------------|---------------|
| \$1,062,200.00 | Construction | 24.36% | 48.43% | \$514,424.88 |

- This contract meets the DBE goal of 24.36% and has an Overall DBE of 35.56%

OWNER

Garver, LLC

Frank McIlwain, Vice President

MAP

Attached



REGISTRATION NO. F-2713
ATKINS
 REGISTRATION NO. F-2488

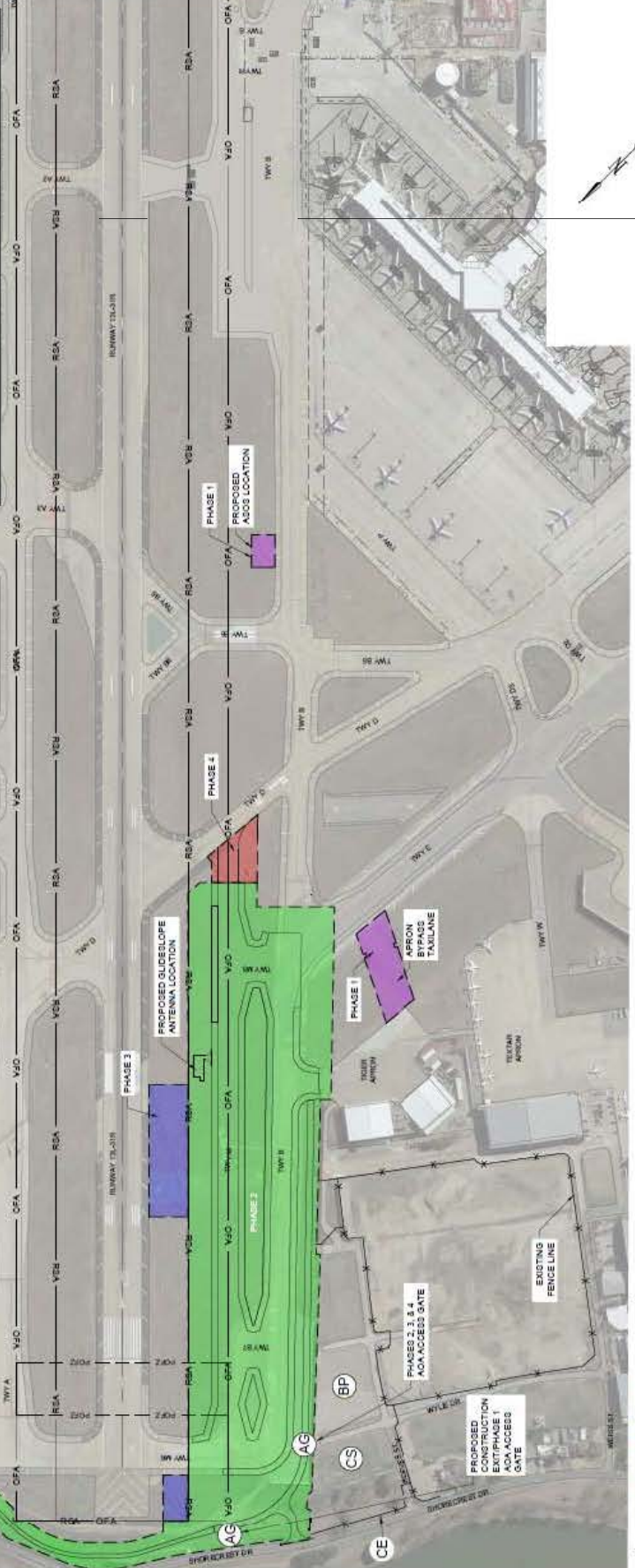
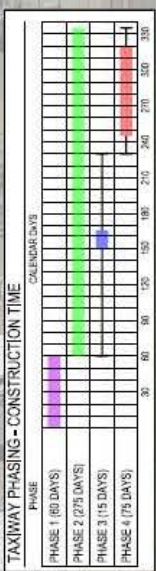


DIGITALLY SIGNED ON 01/26/2018
 [Signature]

| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| | | |
| | | |
| | | |
| | | |

Dallas Love Field
TAXIWAY BRAVO (PHASE II)
 CONSTRUCTION SAFETY & PHASING PLAN - OVERALL

DALLAS NO. 31116603
 DALLAS PLAN NO. 8101417
 DATE: JAN. 2018
 DESIGNED BY: ABS
 DRAWN BY: TLR
 DRAWING NUMBER
G-300F
 SHEET NUMBER
14



LEGEND

- RSA: Runway Safety Area
- OFA: Object Free Area
- Construction Area: Phases 1, 2, 3, 4
- Construction Staging Area and Batch Plant Location: CS, BP
- Access Gate: AG
- Access Gate Location: CE

CONSTRUCTION SAFETY & PHASING PLAN - OVERALL

OVERALL CSPP NOTES

SEE THE CSPP PLAN SHEET FOR EACH INDIVIDUAL CSPP PHASE FOR A LISTING OF WORK TYPES TO BE ACCOMPLISHED AND SPECIFIC RUNWAY AND TAXIWAY FACILITY CLOSURES.

- PHASE 1 WORK (90 DAYS) WILL INCLUDE INSTALLATION OF A BYPASS TAXIWAY FOR AIRCRAFT TO COME AND GO FROM THE TIGER APRON TO TAXIWAY E. THE BYPASS TAXIWAY WILL BE IN USE DURING THE MAJOR PART OF FUTURE PHASES WHEN TAXIWAY 9 WILL NEED TO BE CLOSED. THE AGSS WILL ALSO BE INSTALLED IN PHASE 1.
- PHASE 2 WORK (225 DAYS) WILL BE CONDUCTED WITH VARIOUS TAXIWAY CLOSURES AND WILL INCLUDE THE MAJOR PORTION OF THE CONSTRUCTION OF THE EQUAL PARALLEL TAXIWAYS 9 AND 10 NORTHWEST OF THE TAXIWAY D TOFA, INCLUDING NEW CONNECTOR TAXIWAYS 16, AND NEW INTERSECTIONS WITH TAXIWAYS E AND W.
- PHASE 3 WORK (15 DAYS) WILL BE CONDUCTED WITH A RUNWAY CLOSURE FOR THE WORK THAT LIES WITHIN THE RUNWAY SAFETY AREA. WORK WILL INCLUDE REMOVAL OF THE CLOSED CONNECTOR TAXIWAY PAVEMENT WITHIN THE RSA, RUNWAY ELECTRICAL CIRCUIT WORK AND GRADING THE AREA WITHIN THE RSA.
- PHASE 4 WORK (75 DAYS) WILL BE CONDUCTED WITH A RUNWAY CLOSURE WITHIN PHASE 2 WITHIN THE PHASE 2 SCHEDULE ALLOWING FOR FLEXIBILITY BASED ON OTHER AIRFIELD IMPACTS ENCOUNTERED DURING THE CONSTRUCTION OF THIS PROJECT. THE CONSTRUCTION OF THIS PHASE SHALL BE PERFORMED CONCURRENTLY WITH PHASE 2 WITHIN THE PHASE 2 SCHEDULE, BUT WILL INCLUDE A WORK AREA FOR THE INSTALLATION OF PORTIONS OF NEW PARALLEL TAXIWAY W WITHIN THE TOFA OF TAXIWAY D. THE CONSTRUCTION OF THIS PHASE SHALL BE PERFORMED CONCURRENTLY WITH PHASE 2 WITHIN THE PHASE 2 SCHEDULE, BUT NOT CONCURRENTLY WITH PHASE 3.

PROPOSED CONSTRUCTION EXIT PHASE 1 ACCESS GATE

PHASES 2, 3, 3.4, 4 ACCESS GATE

PROPOSED GUIDESLOPE ANTENNA LOCATION

PHASE 1 PROPOSED ACCESS LOCATION

APRON APPROXIMATE TAXIWAY

BAGGING FENCE LINE

May 23, 2018

WHEREAS, on March 25, 2015, City Council authorized a professional services contract with Garver, LLC for engineering services for design and construction documents for the Pavement Rehabilitation and Reconstruction Project at Dallas Love Field, in an amount not to exceed \$1,323,890, by Resolution No. 15-0491; and

WHEREAS, on October 23, 2015, Administrative Action No. 15-7086 authorized Supplemental Agreement No. 1 to the professional services contract with Garver, LLC to complete a field investigation and prepare construction documents for isolated full-depth concrete repairs on the airfield at Dallas Love Field, in an amount not to exceed \$48,840, from \$1,323,890 to \$1,372,730; and

WHEREAS, on September 14, 2016, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Garver, LLC to provide full time on-site construction administration and management services for the Airfield Pavement Repairs Project at Dallas Love Field, in an amount not to exceed \$314,464, from \$1,372,730 to \$1,687,194, by Resolution No. 16-1512; and

WHEREAS, on September 28, 2016, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Garver, LLC to provide on-site construction administration and construction observation services for the Taxiway Echo Intersections Improvements and the Taxiway Bravo Projects at Dallas Love Field, in an amount not to exceed \$1,769,340, from \$1,687,194 to \$3,456,534, by Resolution No. 16-1581; and

WHEREAS, on March 22, 2017, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Garver, LLC for design, planning, engineering, and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Phase II and Taxiway Mike Phase II at Dallas Love Field, in an amount not to exceed \$1,737,770, from \$3,456,534 to \$5,194,304, by Resolution No. 17-0475; and

WHEREAS, on June 21, 2017, Administrative Action No. 17-0812 authorized Supplemental Agreement No. 5 to the professional services contract with Garver, LLC for additional design services to accommodate the request of the Federal Aviation Administration (FAA) to change the design plans to keep Taxiway E open to aircraft traffic and to move the new runway connector to a new location at Dallas Love Field, in an amount not to exceed \$24,200, from \$5,194,304 to \$5,218,504; and

WHEREAS, on April 25, 2018, City Council authorized Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV at Dallas Love Field, in an amount not to exceed \$2,755,500, increasing the contract amount from \$5,218,504 to \$7,974,004, by Resolution No. 18-0599; and

May 23, 2018

WHEREAS, on May 3, 2018, Administrative Action No. 18-0175 authorized Supplemental Agreement No. 7 to the professional services contract with Garver, LLC for the transfer of funds from the Love Field Taxiway Echo Intersection Project to the Taxiway Bravo Rehabilitation Phase I Project, no cost consideration to the City of Dallas; and

WHEREAS, it is now desirable for Garver, LLC to begin the full time services, on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field; and

WHEREAS, it is now necessary to authorize a Supplemental Agreement No. 8 with Garver, LLC for full time services, on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount not to exceed \$1,062,200, increasing the contract amount from \$7,974,004 to \$9,036,204.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign Supplemental Agreement No. 8 to the professional services contract with Garver, LLC, approved as to form by the City Attorney, for full time services, on-site construction administration and construction observation services for the Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field, in an amount not to exceed \$1,062,200, increasing the contract amount from \$7,974,004 to \$9,036,204.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$1,062,200 in the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 4111.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,062,200 to be paid to Garver, LLC from Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 4111, Activity AAIP, Program AVIW121, Encumbrance CTAVIW121TWYBFY17, Commodity 92500, Vendor VS0000016343 in accordance with the terms and conditions of the professional services contract.

May 23, 2018

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Rehabilitation of Taxiway Bravo Phase II Project at Dallas Love Field; and upon the approval of PFC funding by the FAA for this project in an amount not to exceed \$1,062,200, the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$1,062,200 in the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099; and the Chief Financial Officer is hereby authorized to transfer funds in an amount not to exceed \$1,062,200 from the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099 to the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit W121, Object 5011, Activity AAIP, Program AVIW121, Encumbrance CTAVIW121TWYBFY17, Commodity 92500, Vendor VS0000016343.

SECTION 5. That this contract is designated as Contract No. AVI-2018-00004771.

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

AGENDA ITEM # 8

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 9

DEPARTMENT: Department of Public Works
Water Utilities Department

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 47C D

SUBJECT

Authorize **(1)** a Project Specific Agreement with Dallas County for funding participation in the design and construction of paving and drainage improvements for Highland Road from Ferguson Road to Primrose Drive; **(2)** the receipt and deposit of funds from Dallas County in an amount not to exceed \$783,357 for the County's share of the construction cost; and **(3)** an increase in appropriations in an amount not to exceed \$783,357 in the Capital Projects Reimbursement Fund - Not to exceed \$783,357 - Financing: Capital Projects Reimbursement Funds

BACKGROUND

The Highland Road Project is a partnership project between the City of Dallas and Dallas County. This project was submitted and subsequently selected for implementation by Dallas County's Major Capital Improvement Program in 2017. This action will authorize a Project Specific Agreement with Dallas County for funding participation for the design and construction of paving and drainage improvements for Highland Road from Ferguson Road to Primrose Drive.

The scope of the project entails reconstructing the existing six-lane divided roadway to a four-lane divided roadway with dedicated bike lanes. This project will also provide modifications to the traffic signal at Ferguson Road and Highland Road, enhanced crosswalks at intersections, landscaping, drainage improvements, and water and wastewater upgrades. The City is the lead agency for this project and is responsible for administering the design and construction. The design for this project is complete, and construction is estimated to commence in early 2019 and should be complete in early 2020.

ESTIMATED SCHEDULE OF PROJECT

| | |
|-----------------------|---------------|
| Began Design | May 2015 |
| Completed Design | May 2018 |
| Begin Construction | February 2019 |
| Complete Construction | February 2020 |

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 10, 2001, City Council authorized a Master Agreement with Dallas County governing future transportation major capital improvement projects between the City of Dallas and Dallas County by Resolution No. 01-0104.

On April 13, 2011, City Council authorized a new ten-year Master Agreement with Dallas County governing major transportation capital improvement projects by Resolution No. 11-0927.

On May 27, 2015, City Council authorized a professional services contract with Dal-Tech Engineering, Inc. for the engineering design services of thoroughfare improvements for Highland Road from Ferguson Road to Primrose at Highland by Resolution No. 15-0955.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Capital Projects Reimbursement Funds - \$783,357.00

City's share

| | |
|------------------------------|------------------------------|
| Design (Engineering) | \$ 298,227.11 |
| Supplemental Agreement No. 1 | \$ 41,519.00 |
| Construction | |
| Paving & Drainage - PBW | \$ 971,526.00 (est.) |
| Water & Wastewater - DWU | <u>\$1,064,937.00 (est.)</u> |
| Total | \$2,376,209.11 |

County's share

| | |
|-------------------------------|---------------------|
| Construction | |
| Paving & Drainage - PBW | \$ 733,357.00 |
| County Administrative Costs | <u>\$ 50,000.00</u> |
| Total | \$ 783,357.00 |
| Total Estimated Project Costs | \$3,159,566.11 |

FISCAL INFORMATION (continued)

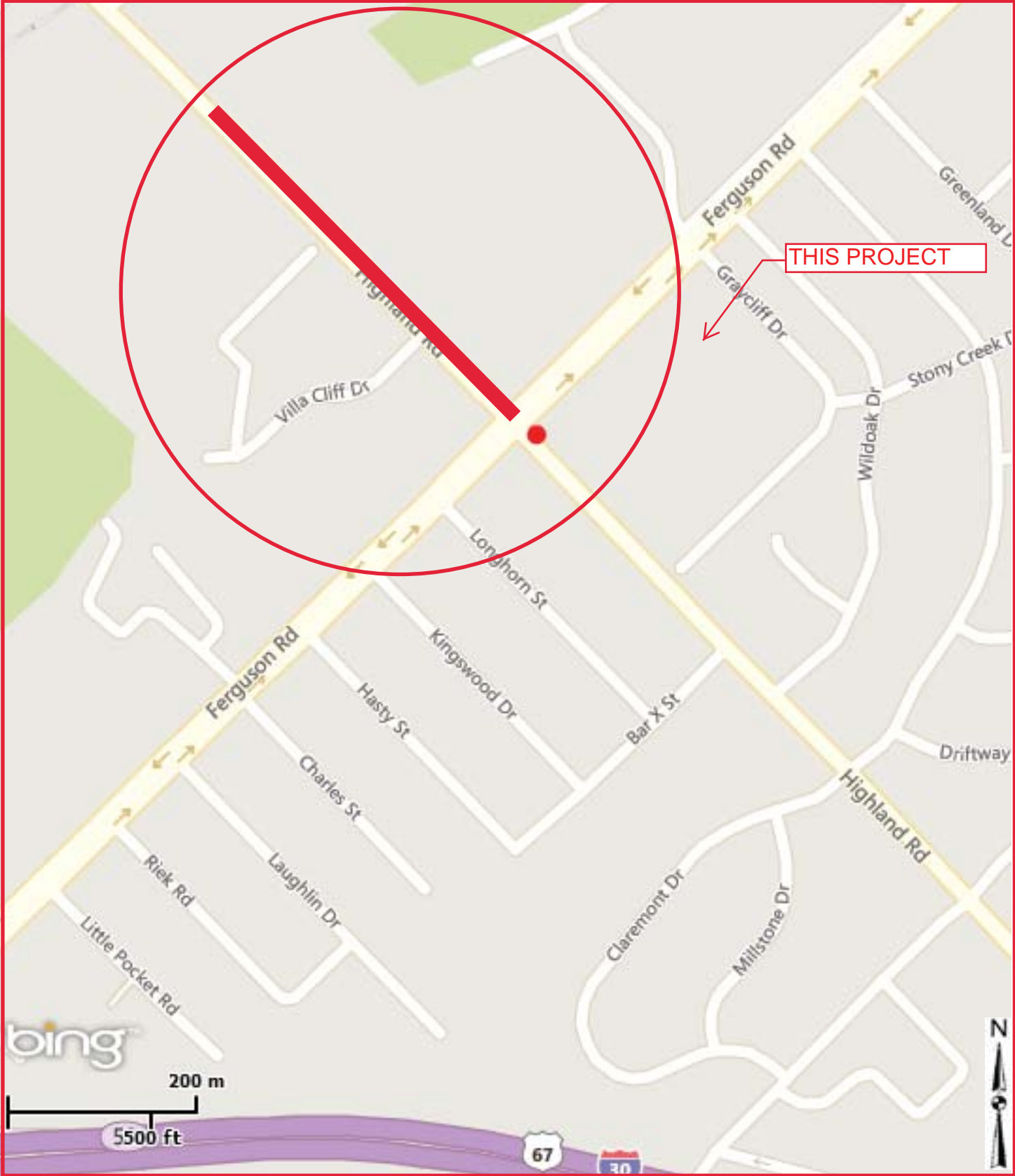
Estimated Project Share Costs

| | |
|----------------------|----------------|
| City of Dallas (PBW) | \$1,311,272.11 |
| City of Dallas (DWU) | \$1,064,937.00 |
| Dallas County | \$ 783,357.00 |

MAP

Attached

HIGHLAND ROAD FROM FERGUSON ROAD TO PRIMROSE DRIVE



MAPSCO 47C & D

May 23, 2018

WHEREAS, on January 10, 2001, City Council authorized a Master Agreement with Dallas County governing future transportation major capital improvement projects between the City of Dallas and Dallas County by Resolution No. 01-0104; and

WHEREAS, on April 13, 2011, City Council authorized a new ten-year Master Agreement with Dallas County governing major transportation capital improvement projects by Resolution No. 11-0927; and

WHEREAS, the City of Dallas is the lead agency for administering the design and construction services of Highland Road improvements from Ferguson Road to Primrose Drive; and

WHEREAS, on May 27, 2015, City Council authorized a professional services contract with Dal-Tech Engineering, Inc. for the engineering design of thoroughfare improvements for Highland Road from Ferguson Road to Primrose at Highland, in an amount not to exceed \$298,227.11, by Resolution No. 15-0955; and

WHEREAS, on January 3, 2017, Administrative Action No. 17-5166 authorized Supplemental Agreement No. 1 to the professional services contract with Dal-Tech Engineering, Inc. to perform the engineering design of bike lane addition for Highland Road from Ferguson Road to Primrose Drive at Highland, in an amount not to exceed \$41,519.00, from \$298,227.11 to \$339,746.11; and

WHEREAS, it is now necessary to authorize a Project Specific Agreement with Dallas County for funding participation in the design and construction of paving and drainage improvements for Highland Road from Ferguson Road to Primrose Drive, and the receipt and deposit of payment from Dallas County, in an amount not to exceed \$783,357.00 for Dallas County's share of the project costs.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a Project Specific Agreement with Dallas County, approved as to form by the City Attorney, for funding participation in the design and construction of paving and drainage improvements for Highland Road from Ferguson Road to Primrose Drive.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds in an amount not to exceed \$783,357.00 from Dallas County in the Capital Projects Reimbursement Fund, Fund 0556, Department PBW, Unit S611, Activity THRF, Revenue Code 6511.

May 23, 2018

SECTION 3. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$783,357.00 in the Capital Projects Reimbursement Fund, Fund 0556, Department PBW, Unit S611, Activity THRF, Object 4510.

SECTION 4. That in accordance with the provisions of the Project Specific Agreement with Dallas County, the Chief Financial Officer is hereby authorized to return any unused funds and interest earned on the funds upon completion of this project to Dallas County.

SECTION 5. That this contract is designated as Contract No. PBW-2018-00005938.

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

AGENDA ITEM # 9

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

May 23, 2018

COUNCIL DISTRICT(S):

13

DEPARTMENT:

Department of Public Works

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

26 Q U

SUBJECT

Authorize Supplemental Agreement No. 4 to the professional services contract with Civil Associates, Inc. for additional engineering services for the planned reconstruction of Holly Hill Drive from Phoenix Drive to Pineland Drive and Phoenix Drive from Fair Oaks Avenue to Holly Hill Drive - Not to exceed \$72,889, from \$385,751 to \$458,640 - Financing: 2012 Bond Funds

BACKGROUND

On December 11, 2013, City Council authorized a professional services contract with Civil Associates, Inc. to provide engineering design of three target neighborhood street improvement projects on Holly Hill Drive from Phoenix Drive to Pineland Drive, Hughes Lane from Churchill Way to Lafayette Way, and Phoenix Drive from Fair Oaks Avenue to Holly Hill Drive in a amount not to exceed \$309,053.00, by Resolution No. 13-2068.

The Vickery Meadow Public Improvement District (VMPID) has identified new concerns and has requested revisions to the design concepts of the Holly Hill and Phoenix Drive Projects. This action will authorize Supplemental Agreement No. 4 to the professional services contract with Civil Associates, Inc. for additional engineering services for the planned reconstruction of Holly Hill Drive and Phoenix Drive Projects.

The reconstruction of Holly Hill Drive from Phoenix Drive to Pineland Drive and Phoenix Drive from Fair Oaks Avenue to Holly Hill Drive was approved in the 2012 Bond Program. These two projects are within the VMPID resulting in the VMPID team's involvement in the development of the original design concepts of both projects. At the beginning of the design phase, staff presented the conceptual plans and provided the VMPID team with status updates of the design development. However, in Spring 2017, VMPID had a change in leadership. This new leadership did not approve of the original design concepts and requested the development of different concepts.

BACKGROUND (continued)

In a collaboration effort between the Department of Public Works and the Department of Transportation, staff developed new concepts that would address VMPID's input regarding the modification of the typical pavement sections to provide a continuous operation for motorists and pedestrians while meeting the varying needs of the adjoining owners and the public. The new design concepts were presented to VMPID leadership earlier this year and were approved. This action will now allow Civil Associates, Inc. to implement the new design concepts for both projects.

ESTIMATED SCHEDULE OF PROJECT

| | |
|-----------------------|---------------|
| Began Design | November 2014 |
| Complete Design | October 2018 |
| Begin Construction | February 2019 |
| Complete Construction | February 2020 |

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 11, 2013, City Council authorized a professional services contract with Civil Associates, Inc. for engineering design of three target neighborhood street improvement projects on Holly Hill Drive from Phoenix Drive to Pineland Drive, Hughes Lane from Churchill Way to Lafayette Way and Phoenix Drive from Fair Oak Avenue to Holly Hill Drive by Resolution No. 13-2068.

Information about this item will be provided to the Mobility Solutions, Infrastructure, & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

2012 Bond Funds - \$72,889.00

Holly Hill Drive – Phoenix Drive to Pineland Drive

| | |
|--|----------------------------|
| Design – PBW | \$ 85,162.00 |
| Design – DWU | \$ 2,956.00 |
| Supplemental Agreement No. 1 | \$ 36,906.00 |
| Supplemental Agreement No. 4 (this action) | \$ 39,369.00 |
| Construction | |
| Paving & Drainage - PBW | \$ 609,084.00 (est.) |
| Water & Wastewater - DWU | \$ <u>43,804.42</u> (est.) |
| Total Project Cost | \$ 817,281.42 (est.) |

FISCAL INFORMATION (continued)

Phoenix Drive – Fair Oaks Avenue to Holly Hill Drive

| | |
|--|----------------------------|
| Design – PBW | \$ 86,195.00 |
| Design – DWU | \$ 926.00 |
| Supplemental Agreement No. 4 (this action) | \$ 33,520.00 |
| Construction | |
| Paving & Drainage - PBW | \$ 576,006.00 (est.) |
| Water & Wastewater - DWU | <u>\$ 13,875.73 (est.)</u> |
| Total Project Cost | \$ 710,522.73 (est.) |

Hughes Lane – Churchill Way to Lafayette Way

| | |
|------------------------------|-----------------------------|
| Design – PBW | \$ 115,940.00 |
| Design – DWU | \$ 17,874.00 |
| Supplemental Agreement No. 2 | \$ 20,292.00 |
| Supplemental Agreement No. 3 | \$ 19,500.00 |
| Construction | |
| Paving & Drainage - PBW | \$ 838,068.00 (est.) |
| Water & Wastewater - DWU | <u>\$ 288,576.00 (est.)</u> |
| Total Project Cost | \$1,300,250.00 (est.) |

M/WBE INFORMATION

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

| <u>Contract Amount</u> | <u>Category</u> | <u>M/WBE Goal</u> | <u>M/WBE %</u> | <u>M/WBE \$</u> |
|-------------------------------|------------------------|--------------------------|-----------------------|------------------------|
| \$72,889.00 | Construction | 25.00% | 100% | \$72,889.00 |

- This contract exceeds the M/WBE goal of 25.00%

OWNER

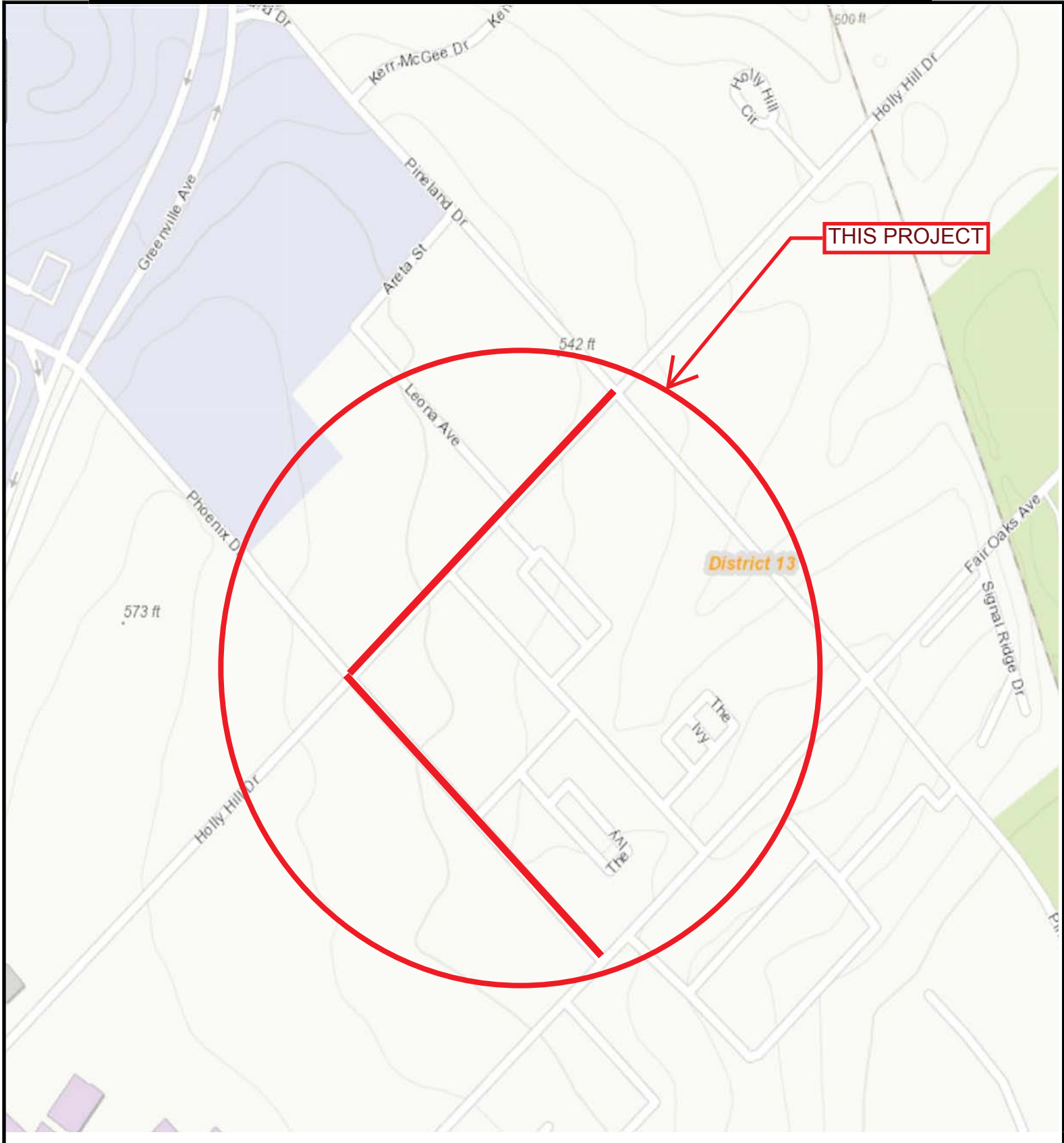
Civil Associates, Inc.

Chi Dao, P. E., President

MAP

Attached

**HOLLY HILL DRIVE FROM PHOENIX DRIVE TO PINELAND DRIVE
and
PHOENIX DRIVE FROM FAIR OAKS AVENUE TO HOLLY HILL DRIVE**



May 23, 2018

WHEREAS, on December 11, 2013, City Council authorized a professional services contract with Civil Associates, Inc. for engineering design of three target neighborhood street improvement projects on Holly Hill Drive from Phoenix Drive to Pineland Drive, Hughes Lane from Churchill Way to Lafayette Way, and Phoenix Drive from Fair Oaks Avenue to Holly Hill Drive, in an amount not to exceed \$309,053.00 by Resolution No. 13-2068; and

WHEREAS, on March 21, 2016, Administrative Action No. 16-5877 authorized Supplemental Agreement No. 1 to the professional services contract with Civil Associates, Inc. for Holly Hill Drive from Phoenix Drive to Pineland Drive, to prepare construction plans to build a 7-foot wide concrete sidewalk and install reinforced concrete stormwater pipe in the existing roadway ditch along Holly Hill Drive from Pineland Drive to Dead End, in an amount not to exceed \$36,906.00, from \$309,053.00 to \$345,959.00; and

WHEREAS, on October 24, 2016, Administrative Action No. 16-6848 authorized Supplemental Agreement No. 2 to the professional services contract with Civil Associates, Inc. to prepare construction plans to replace 350 linear feet of an existing 24-inch reinforced concrete pipe with a new 36-inch reinforced concrete pipe including alley concrete pavement to adequately convey stormwater runoff from Hughes Lane to an existing concrete channel for Hughes Lane from Churchill Way to Lafayette, which is included in Street Group 12-636, in an amount not to exceed \$20,292.00, from \$345,959.00 to \$366,251.00; and

WHEREAS, on February 1, 2018, Administrative Action No. 18-5377 authorized Supplemental Agreement No. 3 to the professional services contract with Civil Associates, Inc. for the preparation of construction plans to adjust the profile for Hughes Lane from Churchill Way to Lafayette Way, in an amount not to exceed \$19,500.00, from \$366,251.00 to \$385,751.00; and

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 4 to the professional services contract with Civil Associates, Inc. for additional engineering services for paving and drainage improvements for Holly Hill Drive from Phoenix Drive to Pineland Drive and Phoenix Drive from Fair Oaks Avenue to Holly Hill Drive, in an amount not to exceed \$72,889.00, increasing the contract amount from \$385,751.00 to \$458,640.00.

Now, Therefore,

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

May 23, 2018

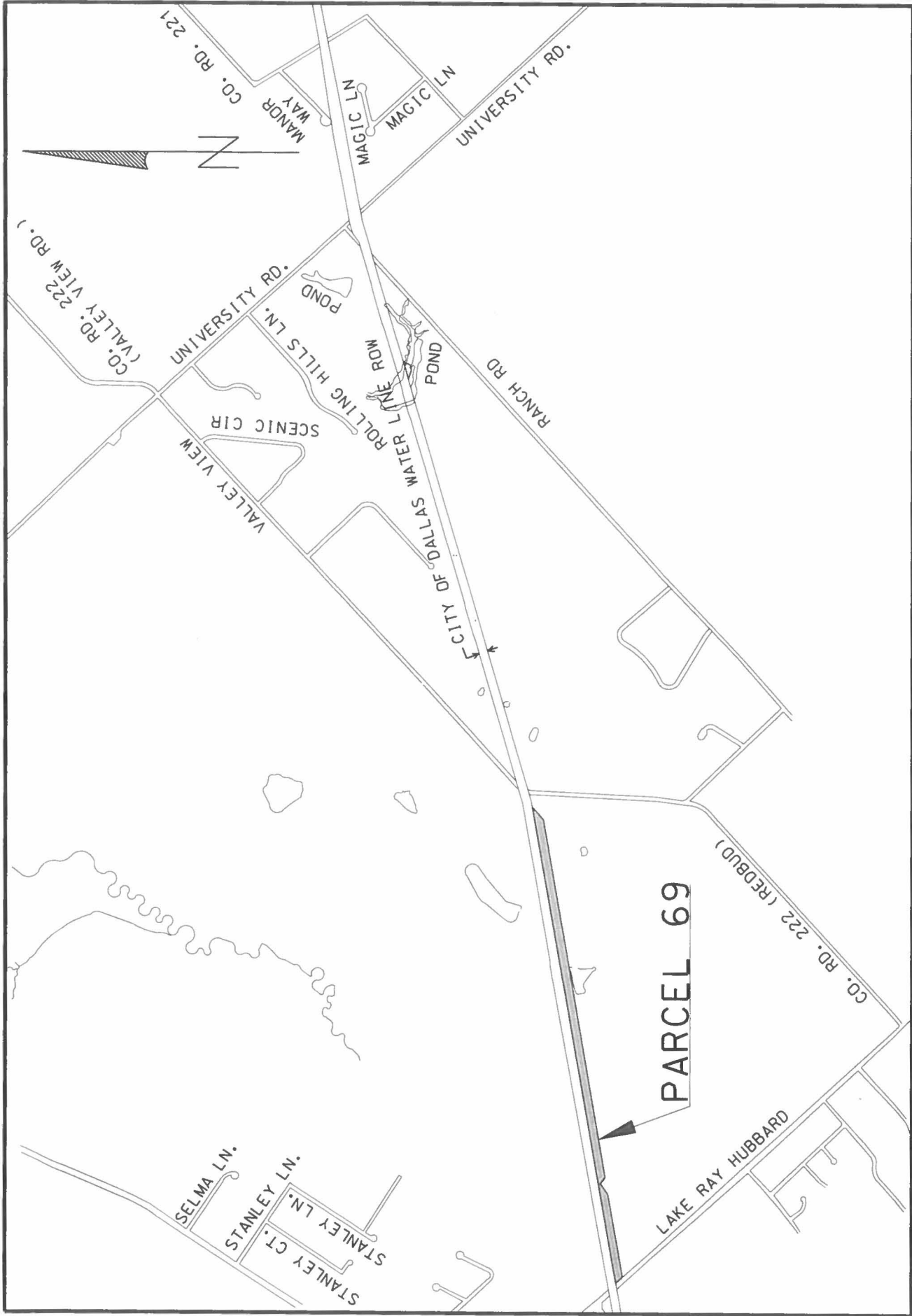
SECTION 1. That the City Manager is hereby authorized to sign Supplemental Agreement No. 4 to the professional services contract with Civil Associates, Inc., approved as to form by the City Attorney, for additional engineering services for paving and drainage improvements for Holly Hill Drive from Phoenix Drive to Pineland Drive and Phoenix Drive from Fair Oaks Avenue to Holly Hill Drive, in an amount not to exceed \$72,889.00, increasing the contract amount from \$385,751.00 to \$458,640.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$72,889.00 to Civil Associates, Inc., as follows:

| | |
|--|--------------------|
| Street and Transportation Improvements Fund Fund 3U22, Department PBW, Unit S604, Activity TGTN Object 4111, Program PB12S604, CT-PBW12S604B1 Vendor 512422 | \$39,369.00 |
| Street and Transportation Improvements Fund Fund 3U22, Department PBW, Unit S609, Activity TGTN Object 4111, Program PB12S609, CT-PBW12S604B1 Vendor 512422 | <u>\$33,520.00</u> |
| Total amount not to exceed | \$72,889.00 |

SECTION 3. That this contract is designated as Contract No. PBW-2016-00000440.

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.



VICINITY MAP
 APPROXIMATE SCALE 1" = 2000'

May 23, 2018

SECTION 2. (continued)

Officer is hereby authorized to issue a check, to be paid out of and charged to the DESIGNATED FUNDS, in an amount not to exceed the SPECIAL COMMISSIONERS' AWARD AMOUNT, made payable to the County Clerk of Dallas County, Texas, to be deposited into the registry of the Court, to enable CITY to take possession of the PROPERTY INTEREST in and to the PROPERTY without further action of the Dallas City Council. The Chief Financial Officer is further authorized and directed to issue another check, to be paid out of and charged to the DESIGNATED FUNDS, in the amount of the CLOSING COSTS AND TITLE EXPENSES, made payable to the title company insuring the transaction described herein. The SPECIAL COMMISSIONERS' AWARD AMOUNT and the CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 3. That the City Attorney is authorized to settle the CONDEMNATION PROCEEDING, and if objections are filed, the CONDEMNATION LAWSUIT, for an amount not to exceed the SPECIAL COMMISSIONERS' AWARD AMOUNT.

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

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: 
Assistant City Attorney

AGENDA ITEM # 11

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

May 23, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Department of Sustainable Development and Construction
Department of Human Resources

CMO:

Majed Al-Ghafry, 670-3302
T.C. Broadnax, 670-3297

MAPSCO:

45Q

SUBJECT

Authorize a three-year license agreement with University of North Texas for the non-exclusive use of approximately 997 square feet of classroom space located at 1500 Marilla Street, L1EN Room D - Financing: No cost consideration to the City

BACKGROUND

This item authorizes a three-year license agreement with University of North Texas ("UNT") for the non-exclusive use of approximately 997 square feet of classroom space located at 1500 Marilla Street, L1EN Room D. The license will allow UNT to offer courses for its Masters of Public Administration degree off-campus to City employees at a reduced tuition rate. City and UNT are currently operating on a month-to-month basis and desire to enter in into a longer three-year term.

The license agreement will begin June 01, 2018 through May 31, 2021.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

No cost consideration to the City.

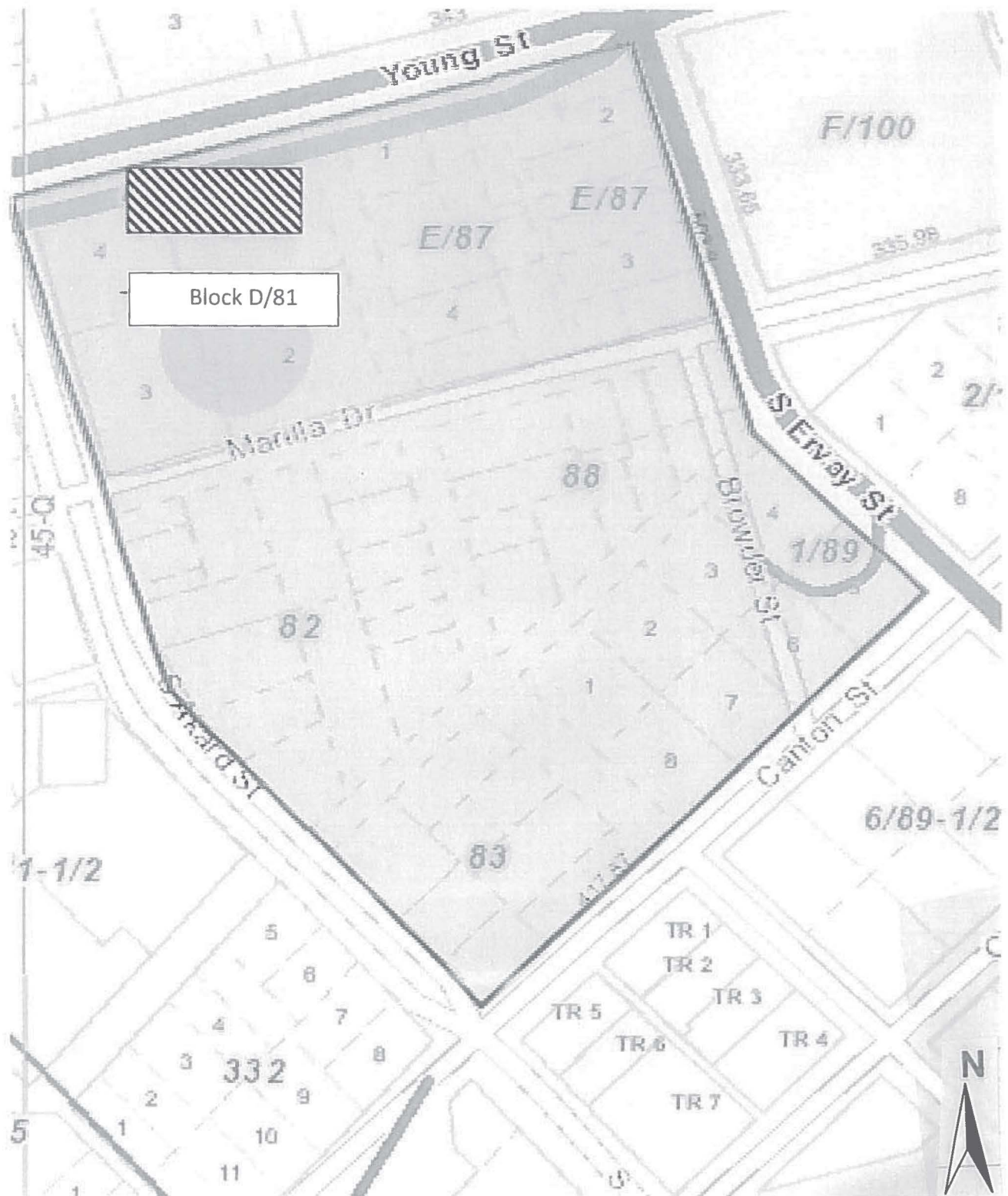
OWNER

University of North Texas

Bob Brown, Vice President

MAP

Attached



Block D/81



LEASED PREMISES

May 23, 2018

WHEREAS, the City of Dallas owns certain property located at 1500 Marilla Street, Dallas, Dallas County, Texas near the intersection of Young and Marilla Streets, and being a part of City Block D/81 (the "Property"); and

WHEREAS, the Property is currently being used as a municipal office building for the City of Dallas; and

WHEREAS, University of North Texas ("UNT"), an institution of higher education of the State of Texas, desires to enter into a License Agreement (the "Agreement") as licensee, with the City of Dallas ("City") as licensor, to license the non-exclusive use of office space to provide courses at the Property for its Masters of Public Administration degree ("Program") for City employees; and

WHEREAS, UNT and City are currently operating on a month-to-month basis and desire to enter into a three-year term; and

WHEREAS, the Dallas City Council deems it advisable to license the non-exclusive use of the Property to UNT upon the terms and conditions provided herein and such other terms as the City Manager may deem appropriate and as is approved as to form by the City Attorney.

Now, Therefore,

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

SECTION 1. That the City Manager upon approval as to form by the City Attorney be and is hereby authorized to sign a License Agreement between University of North Texas, an institution of higher education of the State of Texas and the City of Dallas.

SECTION 2. That the special terms and conditions of the Agreement are:

- (a) the Agreement is for a term of three (3) years, beginning June 1, 2018 and ending May 31, 2021.
- (b) UNT shall provide courses to the City of Dallas employees at a reduced tuition rate.
- (c) UNT shall not make any improvements on or to the Property provided by the City.
- (d) the Agreement is non-exclusive and the City of Dallas reserves full ingress and egress rights and the right to grant use to other parties.

May 23, 2018

SECTION 2. (continued)

- (e) City agrees to allow UNT access to classroom space located at Dallas City Hall: 1500 Marilla, Dallas, TX 75201; L1EN Room D.
- (f) UNT shall have access to L1EN Room D from 5:00pm to 10:00pm on Wednesday and Thursday evening.
- (g) UNT shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; and certify such compliance upon a specific request by City.

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

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY: 
Assistant City Attorney

AGENDA ITEM # 12

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

May 23, 2018

COUNCIL DISTRICT(S):

6

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

45H

SUBJECT

An ordinance granting a private license to DD Dunhill Land, LLC, for the use of a total of approximately 3,487 square feet of land to install, maintain and utilize two sets of wooden stairs, wooden decking, electrical conduit for lighting, canopy with premise sign, two benches, two trash receptacles, sixteen light poles, landscaping and irrigation, eight bollards, metal inlay, fifteen trees, pavement markers, LED button lights and cross texturing on portions of Hi Line Drive and Turtle Creek Boulevard rights-of-way located near their intersection - Revenue: \$7,964 annually and \$1,600 one-time fee, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a private license to DD Dunhill Land, LLC, for the use of a total of approximately 3,487 square feet of land to install, maintain and utilize two sets of wooden stairs, wooden decking, electrical conduit for lighting, canopy with premise sign, two benches, two trash receptacles, sixteen light poles, landscaping and irrigation, eight bollards, metal inlay, fifteen trees, pavement markers, LED button lights and cross texturing on portions of Hi Line Drive and Turtle Creek Boulevard rights-of-way located near their intersection. The use of this area will not impede pedestrian or vehicular traffic.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Revenue - \$7,964 annually and \$1,600 one-time fee, plus the \$20 ordinance publication fee

OWNER

DD Dunhill Land, LLC

William L. Hutchinson, Managing Member

MAP

Attached

ORDINANCE NO. _____

An ordinance granting a private license to DD Dunhill Land, LLC to occupy, maintain and utilize portions of Hi Line Drive and Turtle Creek Boulevard rights-of-way located near their intersection, adjacent to City Block 36/7888 within the limits hereinafter more fully described, for the purpose of installing, maintaining, and utilizing two (2) sets of wooden stairs, wooden decking, electrical conduit for lighting, canopy with premise sign, two (2) benches, two (2) trash receptacles, sixteen (16) light poles, landscaping and irrigation, eight (8) bollards, metal inlay, fifteen (15) trees, pavement markers, LED button lights and cross texturing; providing for the terms and conditions of this license; providing for the annual and one-time fee compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

ooo0ooo

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

SECTION 1. That a private license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to DD Dunhill Land, LLC, a Texas limited liability company its successors and assign, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tracts of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

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

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **SEVEN THOUSAND NINE HUNDRED SIXTY FOUR (\$7,964.00) DOLLARS** annually for the license herein granted for wooden stairs, wooden decking, electrical conduit for lighting, and canopy with premise sign, said sum to become due and payable on the 2nd day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum **SEVEN THOUSAND NINE HUNDRED SIXTY FOUR (\$7,964.00) DOLLARS** shall be paid prior to the final passage

SECTION 3. (continued)

of this ordinance and shall cover the consideration for 2018. In addition, in accordance with the special fees established by Section 43-115.1 of the Dallas City Code, **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **ONE THOUSAND SIX HUNDRED (\$1,600.00) DOLLARS**, for the license herein granted for two (2) benches, two (2) trash receptacles, sixteen (16) light poles, landscaping and irrigation, eight (8) bollards, metal inlay, fifteen (15) trees, pavement markers, LED button lights and cross texturing, said sum to be paid prior to the final passage of this ordinance and shall cover the total consideration for said purpose during the license term. Such annual and one-time fee consideration, collectively, shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of Department of Sustainable Development and Construction may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in the General Fund, Fund 0001, Department DEV, Unit 1181, Revenue Code 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10 percent a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: install, maintain, and utilize two (2) set of wooden stairs, wooden decking, electrical conduit for lighting, canopy with premise sign, two (2) benches, two (2) trash receptacles, sixteen (16) light poles, landscaping and irrigation, eight (8) bollards, metal inlay, fifteen (15) trees, pavement markers, LED button lights and cross texturing on portions of Turtle Creek Boulevard and Hi Line Drive.

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

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

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

- (a) **GRANTEE** shall obtain the required building permits and a Right-of-Way Permit must be applied for and issued prior to any work within the right-of-way.
- (b) **GRANTEE** shall comply with PD No. 830 zoning regulations for the Bishop district and related public right-of-way improvements must meet the standards.
- (c) **GRANTEE** acknowledges Atmos has active facilities in the area and if conflicts exist, **GRANTEE** will be responsible for cost to relocate said facilities.

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

SECTION 8. (continued)

termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

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

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

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fees pursuant to Section 3 of this ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this ordinance is also designated for City purposes as Contract No. DEV-2017-00003190.

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

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant City Attorney

BY: 
Assistant Director

Passed _____.



**LICENSE AGREEMENT
HI-LINE DRIVE
ADJACENT TO BLOCK 36/7888
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 85 SQUARE FOOT (0.0020 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817, ADJACENT TO CITY OF DALLAS BLOCK 36/7888, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF HI-LINE DRIVE, (A 160-FOOT PUBLIC RIGHT-OF-WAY), CREATED AND DEDICATED BY THE THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 23, PAGE 165, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.), SAID 85 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF LOT 6, BLOCK 36/7888 AND THE MOST NORTHERLY CORNER OF LOT 7, BLOCK 36/7888 OF SAID THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT SAME BEING THE MOST EASTERLY CORNER OF A CALLED 607.98 SQUARE FOOT TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 5703, PAGE 428, DEED RECORDS DALLAS, COUNTY, TEXAS, (D.R.D.C.T.), AND THE MOST NORTHERLY CORNER OF THE REMAINING PORTION OF THAT CALLED 0.1796 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO DD DUNHILL LAND LLC RECORDED IN INSTRUMENT NO. 201400283799, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.), AND THE MOST SOUTHERLY CORNER OF A CALLED 65,729 SQUARE FOOT EASEMENT OF RIGHT-OF-WAY FOR STREET AND/OR HIGHWAY PURPOSES DESCRIBED IN A DEED TO THE COUNTY OF DALLAS, RECORDED IN VOLUME 4472, PAGE 305, D.R.D.C.T. AND ALSO BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID HI-LINE DRIVE;

THENCE SOUTH 60°54'59" EAST ALONG THE COMMON LINE OF SAID HI-LINE DRIVE AND SAID BLOCK 36/7888, A DISTANCE OF 163.23 FEET TO A POINT FOR CORNER, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR THE POINT OF INTERSECTION OF SAID COMMON LINE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF TURTLE CREEK BOULEVARD, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, 97-FEET WIDE AT THIS POINT) BEARS SOUTH 60°54'59" EAST, A DISTANCE OF 98.12 FEET;

THENCE DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID HI-LINE DRIVE RIGHT-OF-WAY, THE FOLLOWING CALLS:

- SOUTH 80°52'47" EAST, A DISTANCE OF 16.02 FEET TO THE **POINT OF BEGINNING**;
- NORTH 00°02'26" EAST, A DISTANCE OF 7.53 FEET TO A POINT FOR CORNER;
- SOUTH 89°57'34" EAST, A DISTANCE OF 10.21 FEET TO A POINT FOR CORNER;
- SOUTH 00°02'26" WEST, A DISTANCE OF 9.17 FEET TO A POINT FOR CORNER;
- NORTH 80°52'47" WEST, A DISTANCE OF 10.34 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A COMPUTED AREA OF 85 SQUARE FEET OR 0.0020 ACRES OF LAND.

NOTES:

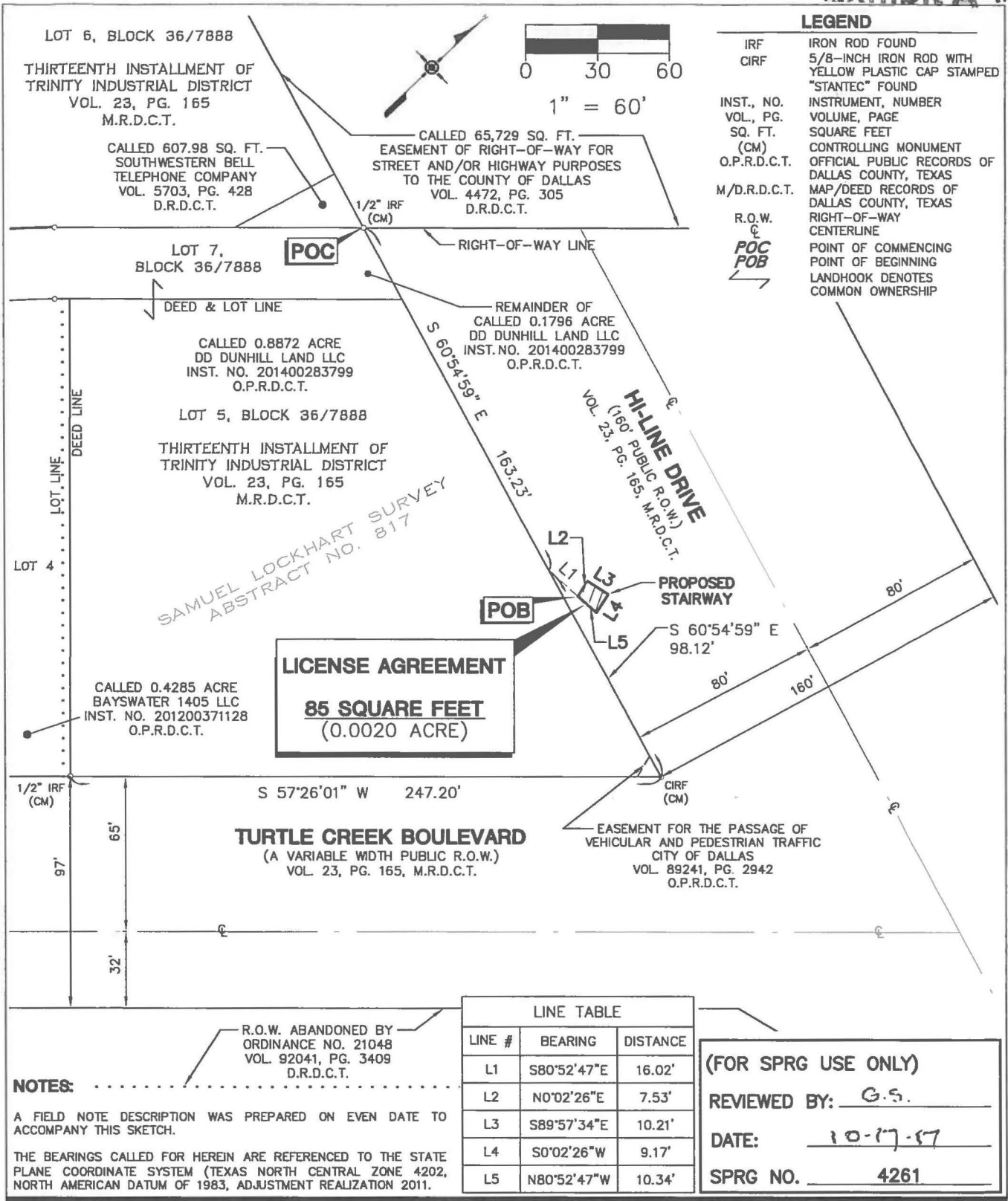
A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

THE BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM (TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011).



(For SPRG use only)

Reviewed by: G.S. Date: 10-17-17 SPRG NO: 4261



V:\2222\ACTIVE\222210586\SURVEY\EXHIBITS\10586V_EX_LICENSE-AGREE-STAIR2.DWG 10/11/2017 3:08 PM

OCTOBER 11, 2017, PROJ. NO. 222210586

PAGE 2 OF 2



12222 Merit Drive, Suite 400
 Dallas, TX 75251-2268
 TBPE # F-6324 TBPLS # 10194229
 www.stantec.com

LICENSE AGREEMENT

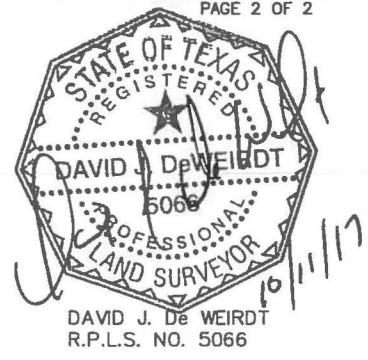
HI-LINE DRIVE
 ADJACENT TO BLOCK 36/7888
 SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

(FOR SPRG USE ONLY)

REVIEWED BY: G.S.

DATE: 10-17-17

SPRG NO. 4261



**LICENSE AGREEMENT
TURTLE CREEK BOULEVARD
ADJACENT TO BLOCK 36/7888
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 62 SQUARE FOOT (0.0014 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817, ADJACENT TO CITY OF DALLAS BLOCK 36/7888, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF TURTLE CREEK BOULEVARD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), CREATED AND DEDICATED BY THE THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 23, PAGE 165, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.), SAID 62 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DECRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR THE MOST EASTERLY CORNER OF LOT 5, BLOCK 36/7888 OF SAID THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT AND BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID TURTLE CREEK BOULEVARD, (97-FEET WIDE AT THIS POINT), WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HI-LINE DRIVE, (A CALLED 160-FOOT PUBLIC RIGHT-OF-WAY, CREATED AND DEDICATED BY THE SAID THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT) AND ALSO BEING THE MOST EASTERLY CORNER OF A CALLED 0.8872 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO DD DUNHILL LAND LLC RECORDED IN INSTRUMENT NO. 201400283799, OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.), AND FROM WHICH A 1/2-INCH IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID LOT 5, BLOCK 36/7888 BEARS NORTH 60°54'59" WEST, A DISTANCE OF 261.34 FEET;

THENCE SOUTH 57°26'01" WEST, ALONG THE COMMON LINE OF SAID TURTLE CREEK BOULEVARD AND BLOCK 36/7888, A DISTANCE OF 27.80 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID RIGHT-OF-WAY, THE FOLLOWING CALLS:

SOUTH 10°13'49" WEST, A DISTANCE OF 8.20 FEET TO A POINT FOR CORNER;

SOUTH 57°25'58" WEST, A DISTANCE OF 10.30 FEET TO A POINT FOR CORNER;

NORTH 10°13'49" EAST, A DISTANCE OF 8.20 FEET TO A POINT FOR CORNER IN SAID COMMON LINE FROM WHICH A 1/2-INCH IRON FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 0.8872 ACRE TRACT OF LAND BEARS SOUTH 57°26'01" WEST, A DISTANCE OF 209.10 FEET;

THENCE NORTH 57°26'01" EAST ALONG SAID COMMON LINE, A DISTANCE OF 10.30 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A COMPUTED AREA OF 62 SQUARE FEET OR 0.0014 ACRES OF LAND.

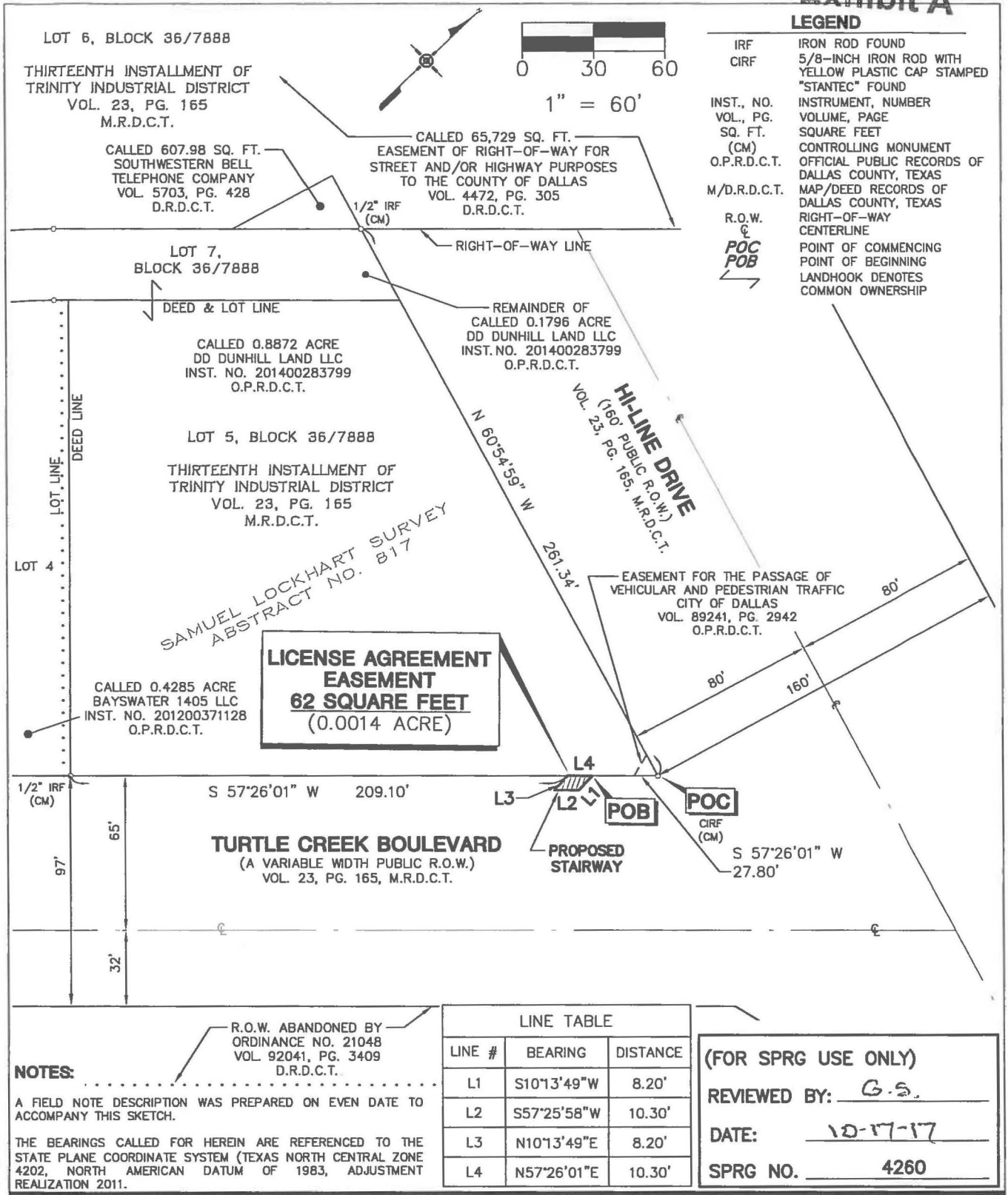
NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

THE BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM (TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.



(For SPRG use only)
Reviewed by: G.S. Date: 10-17-17 SPRG NO: 4260



V:\2222\ACTIVE\222210586\SURVEY\EXHIBITS\10586V_EX_LICENSE-AGREE-STAIR1.DWG 10/11/2017 3:16 PM

OCTOBER 11, 2017, PROJ. NO. 222210586

PAGE 2 OF 2



12222 Merit Drive, Suite 400
 Dallas, TX 75251-2268
 TBPE # F-6324 TBPLS # 10194229
 www.stantec.com

LICENSE AGREEMENT

**TURTLE CREEK BOULEVARD
 ADJACENT TO BLOCK 36/7888
 SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
 CITY OF DALLAS, DALLAS COUNTY, TEXAS**



DAVID J. DeWEIRDt
 R.P.L.S. NO. 5066

**LICENSE AGREEMENT
HI-LINE DRIVE
ADJACENT TO BLOCK 36/7888
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 721 SQUARE FOOT (0.0165 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817, ADJACENT TO CITY OF DALLAS BLOCK 36/7888, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF HI-LINE DRIVE, (A 160-FOOT PUBLIC RIGHT-OF-WAY), CREATED AND DEDICATED BY THE THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 23, PAGE 165, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.), SAID 721 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF LOT 6, BLOCK 36/7888 AND THE MOST NORTHERLY CORNER OF LOT 7, BLOCK 36/7888 OF SAID THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT SAME BEING THE MOST EASTERLY CORNER OF A CALLED 607.98 SQUARE FOOT TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 5703, PAGE 428, DEED RECORDS DALLAS, COUNTY, TEXAS, (D.R.D.C.T.), AND THE MOST NORTHERLY CORNER OF THE REMAINING PORTION OF THAT CALLED 0.1796 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO DD DUNHILL LAND LLC RECORDED IN INSTRUMENT NO. 201400283799, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.), AND THE MOST SOUTHERLY CORNER OF A CALLED 65,729 SQUARE FOOT EASEMENT OF RIGHT-OF-WAY FOR STREET AND/OR HIGHWAY PURPOSES DESCRIBED IN A DEED TO THE COUNTY OF DALLAS, RECORDED IN VOLUME 4472, PAGE 305, D.R.D.C.T. AND ALSO BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID HI-LINE DRIVE;

THENCE SOUTH 60°54'59" EAST ALONG THE COMMON LINE OF SAID OF SAID HI-LINE DRIVE AND SAID BLOCK 36/7888, A DISTANCE OF 163.23 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID HI-LINE DRIVE RIGHT-OF-WAY, THE FOLLOWING CALLS:

SOUTH 80°52'47" EAST, A DISTANCE OF 52.57 FEET TO A POINT FOR CORNER;

SOUTH 30°44'39" EAST, A DISTANCE OF 35.71 FEET TO A POINT FOR CORNER IN SAID COMMON LINE, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR THE POINT OF INTERSECTION OF SAID COMMON LINE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF TURTLE CREEK BOULEVARD, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, 97-FEET WIDE AT THIS POINT) BEARS SOUTH 60°54'59" EAST, A DISTANCE OF 17.82 FEET;

THENCE NORTH 60°54'59" WEST ALONG SAID COMMON LINE, A DISTANCE OF 80.29 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A COMPUTED AREA OF 721 SQUARE FEET OR 0.0165 ACRES OF LAND.

NOTES:

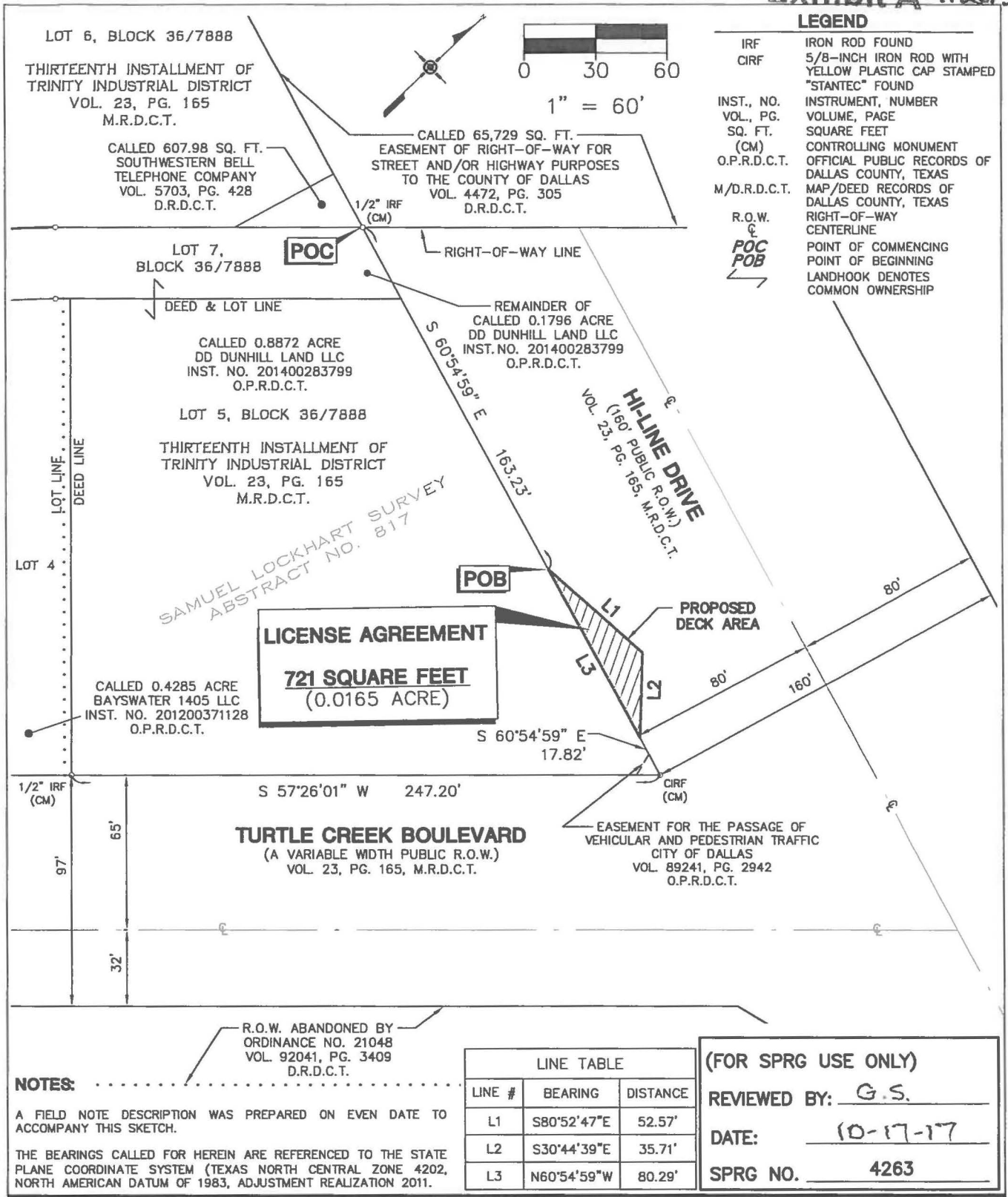
A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

THE BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM (TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.



(For SPRG use only)

Reviewed by: G.S. Date: 10-17-17 SPRG NO: 4263



V:\2222\ACTIVE\222210586\SURVEY\EXHIBITS\10586V_EX_LICENSE-AGREE_DECK.DWG 10/11/2017 3:12 PM

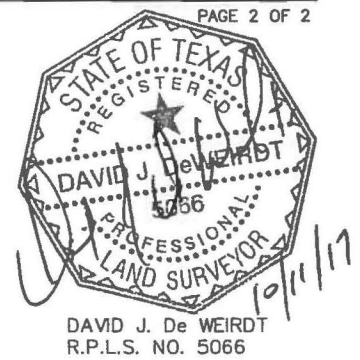
OCTOBER 11, 2017, PROJ. NO. 222210586

PAGE 2 OF 2



12222 Merit Drive, Suite 400
 Dallas, TX 75251-2268
 TBPE # F-6324 TBPLS # 10194229
 www.stantec.com

LICENSE AGREEMENT
 HI-LINE DRIVE
 ADJACENT TO BLOCK 36/7888
 SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



DAVID J. DE WEIRD
 R.P.L.S. NO. 5066

**SUBSURFACE
LICENSE AGREEMENT
PART OF TURTLE CREEK BOULEVARD
ADJACENT TO BLOCK 36/7888
RANGING BETWEEN THE ELEVATIONS OF 395 FEET AND 397.5 FEET
ABOVE MEAN SEA LEVEL
OR BETWEEN 2 AND 4.5 FEET BELOW THE EXISTING SURFACE
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 777 SQUARE FOOT (0.0178 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817, ADJACENT TO CITY OF DALLAS BLOCK 36/7888, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF TURTLE CREEK BOULEVARD, (A VARIABLE WITH PUBLIC RIGHT-OF-WAY), CREATED AND DEDICATED BY THE THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 23, PAGE 165, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.), AND RANGING BETWEEN THE ELEVATIONS OF 395 FEET AND 397.5 FEET ABOVE MEAN SEA LEVEL OR BETWEEN 2 AND 4.5 FEET BELOW THE EXISTING SURFACE, SAID 777 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DECRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR THE MOST EASTERLY CORNER OF LOT 5, BLOCK 36/7888 OF SAID THIRTEEN INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT AND BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID TURTLE CREEK BOULEVARD, (97-FEET WIDE AT THIS POINT), WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HI-LINE DRIVE, (A CALLED 160-FOOT PUBLIC RIGHT-OF-WAY, CREATED AND DEDICATED BY THE SAID THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT) AND ALSO BEING THE MOST EASTERLY CORNER OF A CALLED 0.8872 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO DD DUNHILL LAND LLC RECORDED IN INSTRUMENT NO. 201400283799, OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.);

THENCE SOUTH 57°26'01" WEST ALONG THE COMMON LINE OF SAID TURTLE CREEK BOULEVARD AND BLOCK 36/7888, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID RIGHT-OF-WAY, THE FOLLOWING CALLS:

SOUTH 11°23'47" EAST, A DISTANCE OF 17.69 FEET TO A POINT FOR CORNER;

SOUTH 57°26'20" WEST, A DISTANCE OF 167.58 FEET TO A POINT FOR CORNER;

NORTH 32°33'59" WEST, A DISTANCE OF 16.48 FEET TO A POINT FOR CORNER IN SAID COMMON LINE AND FROM WHICH A 1/2-INCH IRON FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 0.8872 ACRE TRACT OF LAND BEARS SOUTH 57°26'01" WEST, A DISTANCE OF 67.23 FEET;

THENCE NORTH 57°26'01" EAST ALONG SAID COMMON LINE A DISTANCE OF 4.00 FEET TO A POINT FOR CORNER;

THENCE DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID RIGHT-OF-WAY, THE FOLLOWING CALLS:

SOUTH 32°33'59" EAST, A DISTANCE OF 12.48 FEET TO A POINT FOR CORNER;

NORTH 57°26'20" EAST, A DISTANCE OF 160.84 FEET TO A POINT FOR CORNER;

NORTH 11°23'47" WEST, A DISTANCE OF 13.40 FEET TO A POINT FOR CORNER IN SAID COMMON LINE;

THENCE NORTH 57°26'01" EAST ALONG SAID COMMON LINE, A DISTANCE OF 4.29 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A COMPUTED AREA OF 777 SQUARE FEET OR 0.0178 ACRES OF LAND.

(For SPRG use only)

Reviewed by: G.S. Date: 10-17-17 SPRG NO: 4264

**SUBSURFACE
LICENSE AGREEMENT
PART OF TURTLE CREEK BOULEVARD
ADJACENT TO BLOCK 36/7888
RANGING BETWEEN THE ELEVATIONS OF 395 FEET AND 397.5 FEET
ABOVE MEAN SEA LEVEL
OR BETWEEN 2 AND 4.5 FEET BELOW THE EXISTING SURFACE
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

NOTES:

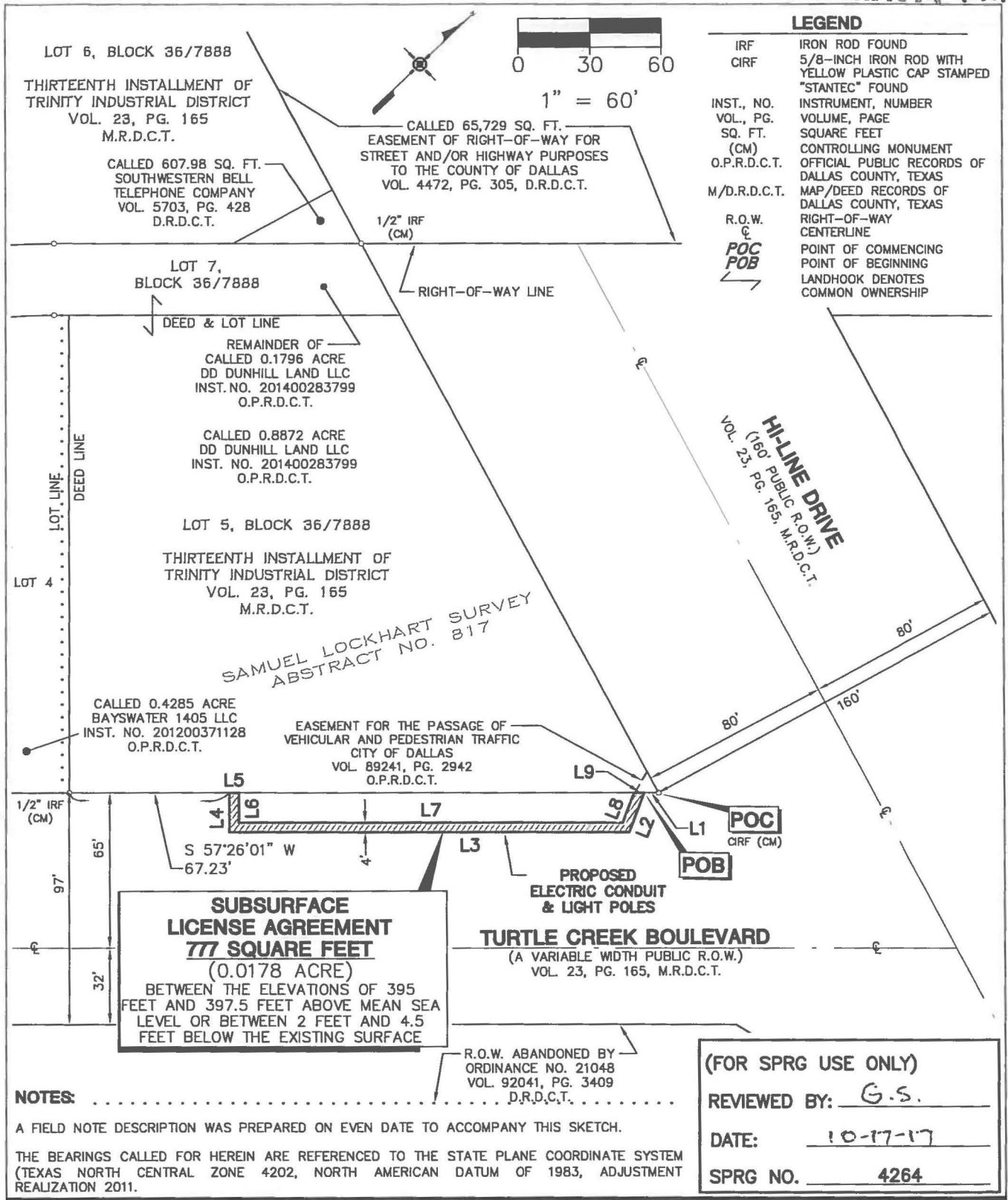
A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

THE BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM (TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011).



(For SPRG use only)

Reviewed by: G.S. Date: 10-17-17 SPRG NO: 4264



V:\2222\ACTIVE\222210586\EXHIBITS\10586V_EX_LICENSE-AGREE_CONDUIT-1.DWG
10/11/2017 3:37 PM

OCTOBER 11, 2017, PROJ. NO. 222210586

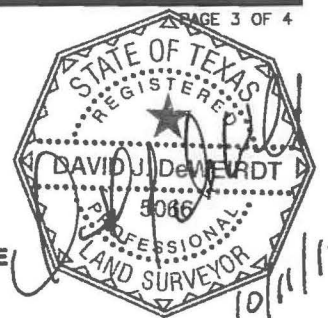
PAGE 3 OF 4



1222 Merit Drive, Suite 400
Dallas, TX 75251-2268
TBPE # F-6324 TBPLS # 10194229
www.stantec.com

SUBSURFACE LICENSE AGREEMENT

PART OF TURTLE CREEK BOULEVARD
ADJACENT TO BLOCK 36/7888
RANGING BETWEEN THE ELEVATIONS
OF 395 FEET AND 397.5 FEET ABOVE MEAN SEA LEVEL
OR BETWEEN 2 AND 4.5 FEET BELOW THE EXISTING SURFACE
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS



DAVID J. De WEIRDT
R.P.L.S. NO. 5066

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | S57°26'01"W | 6.00' |
| L2 | S11°23'47"E | 17.69' |
| L3 | S57°26'20"W | 167.58' |
| L4 | N32°33'59"W | 16.48' |
| L5 | N57°26'01"E | 4.00' |
| L6 | S32°33'59"E | 12.48' |
| L7 | N57°26'20"E | 160.84' |
| L8 | N11°23'47"W | 13.40' |
| L9 | N57°26'01"E | 4.29' |

V:\2222\ACTIVE\222210586\SURVEY\EXHIBITS\10586V_EX_LICENSE-AGREE_CONDUIT-1.DWG
10/11/2017 3:36 PM

| | |
|---------------------|----------|
| (FOR SPRG USE ONLY) | |
| REVIEWED BY: | G.S. |
| DATE: | 10-17-17 |
| SPRG NO. | 4264 |

OCTOBER 11, 2017, PROJ. NO. 222210586

PAGE 4 OF 4



12222 Merit Drive, Suite 400
Dallas, TX 75251-2268
TBPE # F-6324 TBPLS # 10194229
www.stantec.com

SUBSURFACE LICENSE AGREEMENT

PART OF TURTLE CREEK BOULEVARD
ADJACENT TO BLOCK 38/7888
RANGING BETWEEN THE ELEVATIONS
OF 395 FEET AND 397.5 FEET ABOVE MEAN SEA LEVEL
OR BETWEEN 2 AND 4.5 FEET BELOW THE EXISTING SURFACE
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS



**SUBSURFACE
 LICENSE AGREEMENT
 PART OF HI-LINE DRIVE
 ADJACENT TO BLOCK 36/7888
 RANGING BETWEEN THE ELEVATIONS OF 395.5 FEET AND 400 FEET
 ABOVE MEAN SEA LEVEL
 OR BETWEEN 2 AND 4.5 FEET BELOW THE EXISTING SURFACE
 SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
 CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 1,337 SQUARE FOOT (0.0307 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817, ADJACENT TO CITY OF DALLAS BLOCK 36/7888, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF HI-LINE DRIVE, (A CALLED 160-FOOT PUBLIC RIGHT-OF-WAY), CREATED AND DEDICATED BY THE THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 23, PAGE 165, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.) AND A PORTION OF A CALLED 65,729 SQUARE FOOT DESCRIBED IN THE DEED TO THE COUNTY OF DALLAS RECORDED IN VOLUME 4472, PAGE 305, DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), AND RANGING BETWEEN THE ELEVATIONS OF 395.5 FEET AND 400 FEET ABOVE MEAN SEA LEVEL OR BETWEEN 2 AND 4.5 FEET BELOW THE EXISTING SURFACE, SAID 1,337 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR THE MOST EASTERLY CORNER OF LOT 5, BLOCK 36/7888 OF SAID THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT AND BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID TURTLE CREEK BOULEVARD, (97-FEET WIDE AT THIS POINT), WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HI-LINE DRIVE, (A CALLED 160-FOOT PUBLIC RIGHT-OF-WAY, CREATED AND DEDICATED BY THE SAID THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT) AND ALSO BEING THE MOST EASTERLY CORNER OF A CALLED 0.8872 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO DD DUNHILL LAND LLC RECORDED IN INSTRUMENT NO. 201400283799, OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.);

THENCE NORTH 60°54'59" WEST ALONG THE COMMON LINE OF SAID HI-LINE DRIVE AND BLOCK 36/7888, A DISTANCE OF 7.36 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 60°54'59" WEST CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 5.26 FEET TO A POINT FOR CORNER AND FROM WHICH A 1/2-INCH IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF LOT 7, BLOCK 36/7888 OF SAID THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT BEARS NORTH 60°54'59" WEST, A DISTANCE OF 248.73 FEET;

THENCE DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID HI-LINE DRIVE RIGHT-OF-WAY AND SAID 65,729 SQUARE FOOT EASEMENT OF RIGHT-OF-WAY, THE FOLLOWING CALLS:

- NORTH 11°23'47" WEST, A DISTANCE OF 71.28 FEET TO A POINT FOR CORNER;
- NORTH 61°04'59" WEST, A DISTANCE OF 103.06 FEET TO A POINT FOR CORNER;
- NORTH 18°36'00" WEST, A DISTANCE OF 17.09 FEET TO A POINT FOR CORNER;
- NORTH 60°35'33" WEST, A DISTANCE OF 41.52 FEET TO A POINT FOR CORNER;
- SOUTH 72°40'37" WEST, A DISTANCE OF 15.64 FEET TO A POINT FOR CORNER;
- NORTH 63°14'53" WEST, A DISTANCE OF 23.29 FEET TO A POINT FOR CORNER;
- NORTH 26°45'07" EAST, A DISTANCE OF 4.00 FEET TO A POINT FOR CORNER;

(For SPRG use only)

Reviewed by: G.S. Date: 10-17-17 SPRG NO: 4265

**SUBSURFACE
LICENSE AGREEMENT
PART OF HI-LINE DRIVE
ADJACENT TO BLOCK 36/7888
RANGING BETWEEN THE ELEVATIONS OF 395.5 FEET AND 400 FEET
ABOVE MEAN SEA LEVEL
OR BETWEEN 2 AND 4.5 FEET BELOW THE EXISTING SURFACE
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

SOUTH 63°14'53" EAST, A DISTANCE OF 21.68 FEET TO A POINT FOR CORNER;
NORTH 72°40'37" EAST, A DISTANCE OF 14.31 FEET TO A POINT FOR CORNER;
NORTH 40°25'02" EAST, A DISTANCE OF 30.68 FEET TO A POINT FOR CORNER;
SOUTH 49°34'58" EAST, A DISTANCE OF 4.00 FEET TO A POINT FOR CORNER;
SOUTH 40°25'02" WEST, A DISTANCE OF 28.83 FEET TO A POINT FOR CORNER;
SOUTH 60°35'33" EAST, A DISTANCE OF 38.27 FEET TO A POINT FOR CORNER;
NORTH 17°40'10" EAST, A DISTANCE OF 28.88 FEET TO A POINT FOR CORNER;
SOUTH 72°19'50" EAST, A DISTANCE OF 4.00 FEET TO A POINT FOR CORNER;
SOUTH 17°40'10" WEST, A DISTANCE OF 30.68 FEET TO A POINT FOR CORNER;
SOUTH 18°36'00" EAST, A DISTANCE OF 15.65 FEET TO A POINT FOR CORNER;
SOUTH 61°04'59" EAST, A DISTANCE OF 103.35 FEET TO A POINT FOR CORNER;
SOUTH 11°23'47" EAST, A DISTANCE OF 76.55 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 1,337 SQUARE FEET OR 0.0307 ACRES OF LAND.

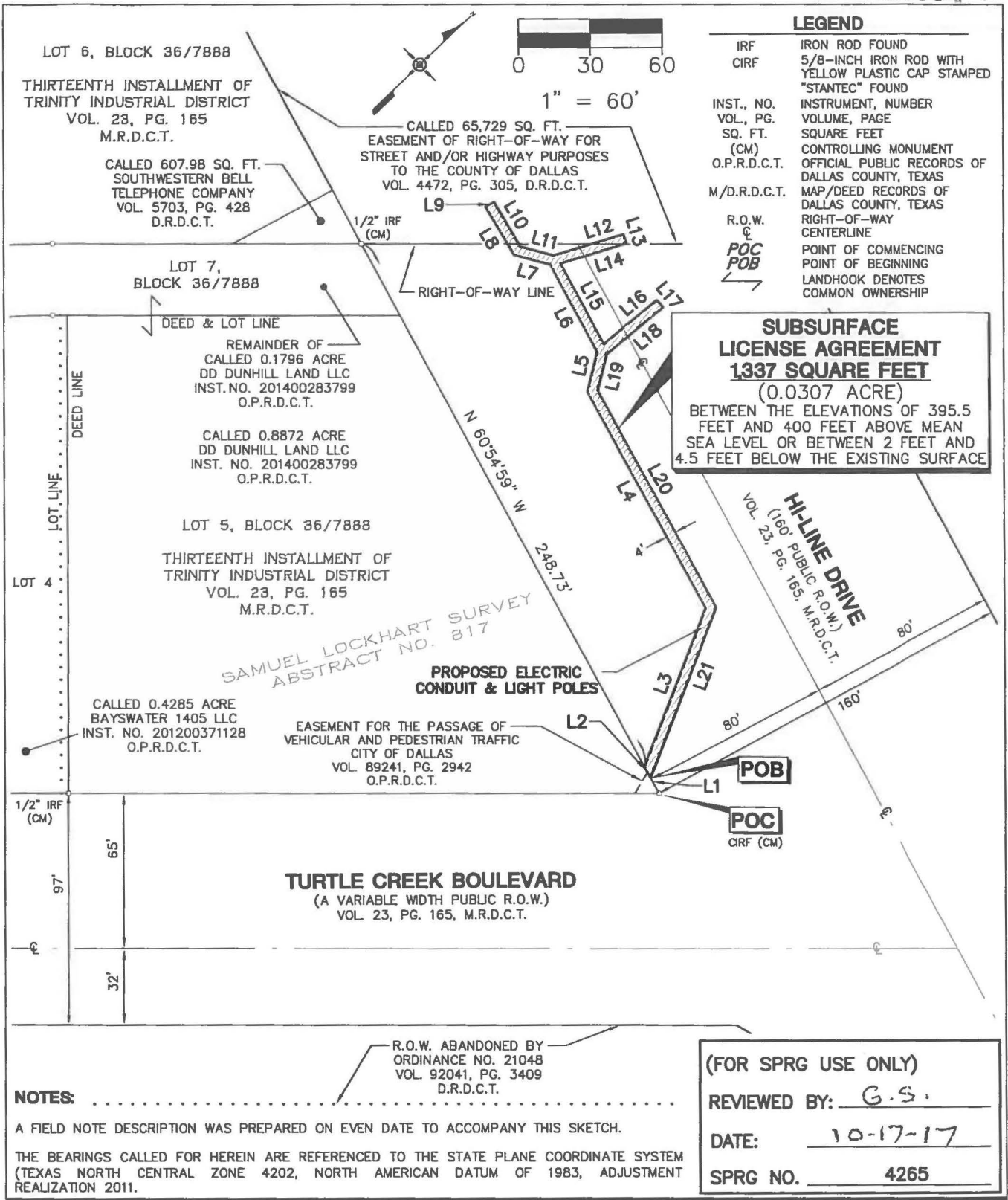
NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

THE BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM (TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.



(For SPRG use only)
Reviewed by: G.S. Date: 10-17-17 SPRG NO: 4265



V:\2222\ACTIVE\222210586\SURVEY\EXHIBITS\10586V_EX_LICENSE-AGREE_CONDUIT-2.DWG
 10/11/2017 3:56 PM

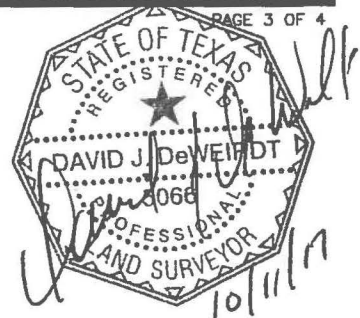
OCTOBER 11, 2017, PROJ. NO. 222210586



12222 Merit Drive, Suite 400
 Dallas, TX 75251-2268
 TBPE # F-6324 TBPLS # 10194229
 www.stantec.com

SUBSURFACE LICENSE AGREEMENT

PART OF HI-LINE DRIVE
ADJACENT TO BLOCK 36/7888
RANGING BETWEEN THE ELEVATIONS OF 395.5 FEET
AND 400 FEET ABOVE MEAN SEA LEVEL OR BETWEEN
2 AND 4.5 FEET BELOW THE EXISTING SURFACE
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS



DAVID J. De WEIRD T
 R.P.L.S. NO. 5066

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | N60°54'59"W | 7.36' |
| L2 | N60°54'59"W | 5.26' |
| L3 | N11°23'47"W | 71.28' |
| L4 | N61°04'59"W | 103.06' |
| L5 | N18°36'00"W | 17.09' |
| L6 | N60°35'33"W | 41.52' |
| L7 | S72°40'37"W | 15.64' |
| L8 | N63°14'53"W | 23.29' |
| L9 | N26°45'07"E | 4.00' |
| L10 | S63°14'53"E | 21.68' |
| L11 | N72°40'37"E | 14.31' |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L12 | N40°25'02"E | 30.68' |
| L13 | S49°34'58"E | 4.00' |
| L14 | S40°25'02"W | 28.83' |
| L15 | S60°35'33"E | 38.27' |
| L16 | N17°40'10"E | 28.88' |
| L17 | S72°19'50"E | 4.00' |
| L18 | S17°40'10"W | 30.68' |
| L19 | S18°36'00"E | 15.65' |
| L20 | S61°04'59"E | 103.35' |
| L21 | S11°23'47"E | 76.55' |

(FOR SPRG USE ONLY)
 REVIEWED BY: G.S.
 DATE: 10-17-17
 SPRG NO. 4265

V:\2222\ACTIVE\222210586\SURVEY\EXHIBITS\10586V_EX_LICENSE-AGREE_CONDUIT-2.DWG
 10/11/2017 3:56 PM



12222 Merit Drive, Suite 400
 Dallas, TX 75251-2268
 TBPE # F-6324 TBPLS # 10194229
 www.stantec.com

**SUBSURFACE
 LICENSE AGREEMENT**

**PART OF HI-LINE DRIVE
 ADJACENT TO BLOCK 36/7888
 RANGING BETWEEN THE ELEVATIONS OF 395.5 FEET
 AND 400 FEET ABOVE MEAN SEA LEVEL OR BETWEEN
 2 AND 4.5 FEET BELOW THE EXISTING SURFACE
 SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
 CITY OF DALLAS, DALLAS COUNTY, TEXAS**



**AERIAL SPACE
LICENSE AGREEMENT
HI-LINE DRIVE
ADJACENT TO BLOCK 36/7888
BETWEEN THE ELEVATIONS OF 414.5 FEET AND 419.5 FEET
ABOVE MEAN SEA LEVEL
OR BETWEEN 13.5 FEET AND 18.5 FEET
ABOVE THE PROPOSED FINISHED SURFACE
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING A 505 SQUARE FOOT (0.0116 ACRE) TRACT OF LAND SITUATED IN THE SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817, ADJACENT TO CITY OF DALLAS BLOCK 36/7888, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF HI-LINE DRIVE, (A 160-FOOT PUBLIC RIGHT-OF-WAY), CREATED AND DEDICATED BY THE THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 23, PAGE 165, MAP RECORDS OF DALLAS COUNTY, TEXAS, (M.R.D.C.T.), AND BEING BETWEEN THE ELEVATIONS OF 414.5 FEET AND 419.5 FEET ABOVE MEAN SEA LEVEL OR BETWEEN 13.5 FEET AND 18.5 FEET ABOVE THE PROPOSED FINISHED SURFACE, SAID 505 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF LOT 6, BLOCK 36/7888 AND THE MOST NORTHERLY CORNER OF LOT 7, BLOCK 36/7888 OF SAID THIRTEENTH INSTALLMENT OF TRINITY INDUSTRIAL DISTRICT SAME BEING THE MOST EASTERLY CORNER OF A CALLED 607.98 SQUARE FOOT TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 5703, PAGE 428, DEED RECORDS DALLAS, COUNTY, TEXAS, (D.R.D.C.T.), AND THE MOST NORTHERLY CORNER OF THE REMAINING PORTION OF THAT CALLED 0.1796 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO DD DUNHILL LAND LLC RECORDED IN INSTRUMENT NO. 201400283799, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.), AND THE MOST SOUTHERLY CORNER OF A CALLED 65,729 SQUARE FOOT EASEMENT OF RIGHT-OF-WAY FOR STREET AND/OR HIGHWAY PURPOSES DESCRIBED IN A DEED TO THE COUNTY OF DALLAS, RECORDED IN VOLUME 4472, PAGE 305, D.R.D.C.T. AND ALSO BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID HI-LINE DRIVE;

THENCE SOUTH 60°54'59" EAST ALONG THE COMMON LINE OF SAID OF SAID HI-LINE DRIVE AND SAID BLOCK 36/7888, A DISTANCE OF 109.66 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID COMMON LINE, OVER AND ACROSS SAID HI-LINE DRIVE RIGHT-OF-WAY, THE FOLLOWING CALLS:

NORTH 50°14'42" EAST, A DISTANCE OF 18.65 FEET TO A POINT FOR CORNER;

SOUTH 60°54'59" EAST, A DISTANCE OF 22.29 FEET TO A POINT FOR CORNER;

SOUTH 07°55'21" WEST, A DISTANCE OF 18.65 FEET TO A POINT FOR CORNER IN SAID COMMON LINE, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR THE POINT OF INTERSECTION OF SAID COMMON LINE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF TURTLE CREEK BOULEVARD, (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, 97-FEET WIDE AT THIS POINT) BEARS SOUTH 60°54'59" EAST, A DISTANCE OF 115.92 FEET;

THENCE NORTH 60°54'59" WEST ALONG SAID COMMON LINE, A DISTANCE OF 35.76 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A COMPUTED AREA OF 505 SQUARE FEET OR 0.0116 ACRES OF LAND.

(For SPRG use only)

Reviewed by: G.S. Date: 10-17-17 SPRG NO: 4262

**AERIAL SPACE
LICENSE AGREEMENT
HI-LINE DRIVE
ADJACENT TO BLOCK 36/7888
BETWEEN THE ELEVATIONS OF 414.5 FEET AND 419.5 FEET
ABOVE MEAN SEA LEVEL
OR BETWEEN 13.5 FEET AND 18.5 FEET
ABOVE THE PROPOSED FINISHED SURFACE
SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

NOTES:

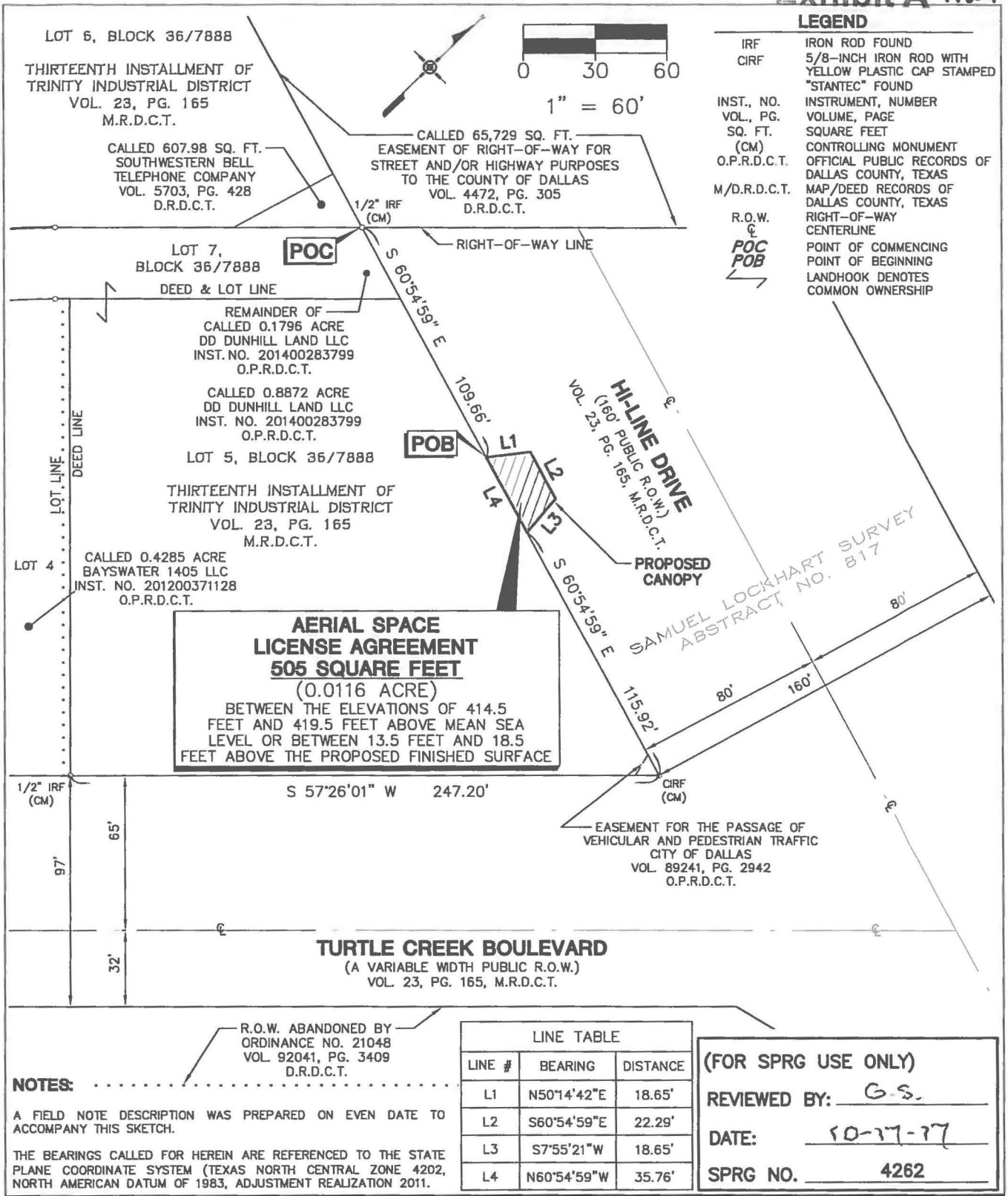
A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

THE BEARINGS CALLED FOR HEREIN ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM (TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.



(For SPRG use only)

Reviewed by: G.S. Date: 10-17-17 SPRG NO: 4262



V:\2222\ACTIVE\222210586\SURVEY\EXHIBITS\10586V_EX_LICENSE-AGREE_CANOPY.DWG 10/11/2017 3:24 PM

OCTOBER 11, 2017, PROJ. NO. 222210586

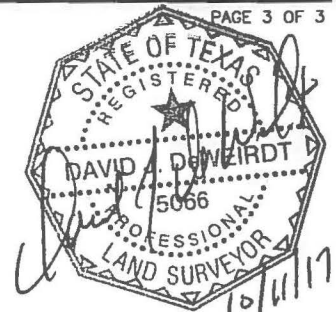
PAGE 3 OF 3



12222 Merit Drive, Suite 400
 Dallas, TX 75251-2268
 TBPE # F-6324 TBPLS # 10194229
 www.stantec.com

AERIAL SPACE LICENSE AGREEMENT

**HI-LINE DRIVE
 ADJACENT TO BLOCK 36/7888
 BETWEEN THE ELEVATIONS
 OF 414.5 FEET AND 419.5 FEET ABOVE MEAN SEA LEVEL
 OR BETWEEN 13.5 FEET AND 18.5 FEET
 ABOVE THE PROPOSED FINISHED SURFACE
 SAMUEL LOCKHART SURVEY, ABSTRACT NO. 817
 CITY OF DALLAS, DALLAS COUNTY, TEXAS**



DAVID J. De WEIRDT
 R.P.L.S. NO. 5066

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

AGENDA ITEM # 13

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 9

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 29W

SUBJECT

An ordinance granting a revocable license to Murphy Oil USA, Inc., for the use of a total of approximately 3,634 square feet of land to install, occupy, maintain, and utilize twelve trees and irrigation along portions of Shiloh Road and Northwest Highway rights-of-way near their intersection - Revenue: \$400 one-time, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a revocable license to Murphy Oil USA, Inc., for the use of a total of approximately 3,634 square feet of land to install, occupy, maintain, and utilize twelve trees and irrigation along portions of Shiloh Road and Northwest Highway rights-of-way near their intersection. The use of this area will not impede pedestrian or vehicular traffic.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Revenue - \$400 one-time fee, plus the \$20 ordinance publication fee

OWNER

Murphy Oil USA, Inc.

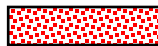
R.A. Clyde, President

MAP

Attached



This product is for informational purposes only 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.



LICENSE AREAS

ORDINANCE NO. _____

An ordinance granting a revocable license to Murphy Oil USA, Inc. to occupy, maintain and utilize portions of Shiloh Road and Northwest Highway rights-of-way located near their intersection adjacent to City Block A/8047 within the limits hereinafter more fully described, for the purpose of installing and maintaining twelve (12) trees and irrigations; providing for the terms and conditions of this license; providing for the one-time fee compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

ooo0ooo

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

SECTION 1. That a revocable license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to Murphy Oil USA, Inc., a Delaware corporation, its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tracts of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

SECTION 2. That this license is granted for a term of twenty (20) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **FOUR HUNDRED AND NO/100 DOLLARS (\$400.00)** for the license herein granted, said sum to be paid prior to the final passage of this ordinance and shall cover the consideration for the license term, in accordance with the special fees established by Section 43-115.1 of the Dallas City Code. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in the General Fund, Fund 0001, Department DEV, Unit 1181, Revenue Code 8200. In the event **GRANTEE’s** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license

SECTION 3. (continued)

shall be subject to the assessment of interest at a rate of 10 percent a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: Installation, maintenance of twelve (12) trees and irrigations. Eight (8) trees and irrigation on Shiloh Road and four (4) trees and irrigation on Northwest Highway.

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

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

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

- (a) **GRANTEE** acknowledges per the City of Dallas Thoroughfare Plan, Section 51 A-9, that Shiloh Road requires 100 feet of right-of-way and Northwest Highway

SECTION 7. (continued)

requires 107 feet of right-of-way. **GRANTEE** acknowledges based on the Complete Streets Manual, adopted by City Council January 2016, a commercial street requires a minimum of five feet clear sidewalk.

- (b) **GRANTEE** acknowledges that a revised exhibit accurately depicting the existing storm drain line crossing the requested area has been provided and is attached as Exhibit C dated 3-26-18. Trees cannot be planted above or near the pipe as shown in Exhibit C dated 3-26-18.
- (c) **GRANTEE** shall coordinate with or receive approval from Dallas Area Rapid Transit (DART) on related issues.
- (d) **GRANTEE** shall maintain existing sidewalks (minimum width five feet) and provide a bench near the bus-stop at Shiloh Road and Northwest Highway.
- (e) **GRANTEE** shall obtain a Right-of-Way permit and provide required Texas Department of Licensing and Americans with Disability Act (TDLR/ADA) requirements.
- (f) **GRANTEE** acknowledges Shiloh Road and Northwest Highway rights-of-way will be maintained in order to facilitate emergency response and water supply during and after completion of the project.
- (g) **GRANTEE** acknowledges per Sustainable Development and Construction-Arborist requirements that the original plan for Live Oaks (trees) are not accepted based on given utility restrictions. Alternative small species is acceptable only with Board of Adjustment approval. Cathedral Live Oaks (trees) along Northwest Highway are otherwise acceptable. Assistance is recommended through Zoning Board of Adjustment.
- (h) **GRANTEE** must use Silver Texas Mountain Laurel trees under the existing power lines along Shiloh Road.
- (i) **GRANTEE** acknowledges Atmos has active facilities in the licensed area and **GRANTEE** shall be responsible to relocate said facilities if conflicts exist.
- (j) **GRANTEE** acknowledges AT&T has facilities in the licensed area and care needs to be used in planting and maintaining the trees.

SECTION 7. (continued)

(k) **GRANTEE** shall ensure trees are planted a minimum of ten feet horizontal clearance from mains within the water and wastewater easements.

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

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

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

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fee pursuant to Section 3 of this ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable

SECTION 11. (continued)

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

SECTION 12. That this ordinance is also designated for City purposes as Contract No. DEV-2018-00005429.

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

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

BY _____


Assistant City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY _____


SOR
Assistant Director

Passed _____.

**LICENSE AGREEMENT
PART OF SHILOH ROAD RIGHT-OF-WAY
ADJACENT TO LOT 1A, BLOCK A/8047
NORTHWEST SHILOH ADDITION
JOHN CASEY SURVEY, ABS. No. 350
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 439 square feet tract of land located in the John Casey Survey, Abstract No. 350, City of Dallas, Dallas County, Texas, being part of Shiloh Road right-of-way, adjacent to Lot 1A, Block A/8047, Northwest Shiloh Addition, recorded in Instrument Number 201700240978, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 439 square feet tract of land being a portion of a tract of land conveyed to DALLAS COUNTY, by Special Warranty Deed recorded in Volume 4860, Page 564, Deed Records, Dallas County, Texas, and being adjacent to that tract of land conveyed to MBRE, LLC by Special Warranty Deed recorded in Instrument Number 201000312896, O.P.R.D.C.T., said 439 square feet tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the most southerly northwest corner of Lot 1A, Block A/8047, Northwest Shiloh Addition, being an Addition to the City of Dallas by plat recorded in Dallas County Clerk's Instrument No. 201700240978, O.P.R.D.C.T., said beginning point also being on the east property line of the said Dallas County tract, said beginning point also being the southwest property corner of a tract of land described as Parcel 14, Part 1, conveyed to The State of Texas, by Special Warranty Deed recorded in Dallas County Clerk's Instrument No. 20070456958 O.P.R.D.C.T., said beginning point further being on the current east right-of-way line of Shiloh Road, being a 120 feet wide public right-of-way;

THENCE South 02°15'00" West, along a west lot line of said Lot 1A, along the said east property line of the Dallas County tract and along the said east right-of-way line of Shiloh Road, 58.62 feet to a 1/2 inch iron rod found at the beginning of a non-tangent curve to the left with a radius of 5669.58 feet;

THENCE along the said property line, the said lot line, the said right-of-way line, and in a southwesterly direction, along the said curve to the left, through a central angle of 00°04'22", an arc length of 7.21 feet, and across a chord which bears South 02°12'49" West, a chord length of 7.21 feet to a point on the east edge of an existing sidewalk, said point being at the beginning of a non-tangent curve to the right with a radius of 9.00 feet;

THENCE generally along the said east edge of sidewalk, and over and across the said Dallas County tract, the following courses and distances:

In a northwesterly direction, along the said curve to the right, through a central angle of 49°49'17", an arc length of 7.83 feet, and across a chord which bears North 49°33'56" West, a chord length of 7.58 feet;

North 06°45'39" West, 2.09 feet;

North 02°03'13" West, 2.37 feet;

North 01°09'21" East, 7.39 feet;

North 03°45'42" East, 7.48 feet;

| | |
|---------------------|-----------------|
| (for SPRG use only) | |
| Reviewed by: | <u>JD</u> |
| Date: | <u>3/5/2018</u> |
| SPRG No. | <u>4447</u> |

**LICENSE AGREEMENT
PART OF SHILOH ROAD RIGHT-OF-WAY
ADJACENT TO LOT 1A, BLOCK A/8047
NORTHWEST SHILOH ADDITION
JOHN CASEY SURVEY, ABS. No. 350
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

North 01°28'28" East, 46.56 feet;

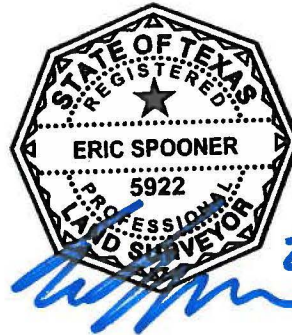
THENCE South 53°58'55" East, departing the said east edge of sidewalk, 8.46 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.0101 acres (439 square feet)** of land, more or less.

NOTE: Basis of bearings – Based on the South line (South 89°29'00" West) of Lot 1A, Block A/8047, Northwest Shiloh Addition, an addition to the City of Dallas, Dallas County, Texas, According to the plat thereof recorded in Dallas County Clerk's Instrument No. 201700240978. Distances and areas shown are surface.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Eric S. Spooner, R.P.L.S.
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900



| | |
|---------------------|-----------------|
| (for SPRG use only) | |
| Reviewed by: | <u>JD</u> |
| Date: | <u>3/5/2018</u> |
| SPRG No. | <u>4447</u> |

(FOR SPRG USE ONLY)
 REVIEWED BY: JD
 DATE: 3/5/2018
 SPRG NO. 4447

EXHIBIT A-TRACT 1

JOHN CASEY SURVEY
 ABSTRACT NO. 350

TO DALLAS COUNTY
 VOL. 4860, PG. 564,
 D.R.D.C.T.

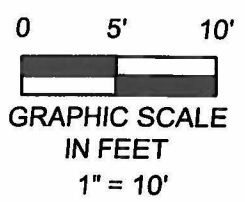
SHILOH ROAD
 (120' WIDE RIGHT-OF-WAY)

POINT OF BEGINNING

STATE OF TEXAS
 PARCEL 14, PART 1
 D.C.C.I. 20070456898, O.P.R.D.C.T.
 N04°59'26"E ~ 29.27'

OWNER:
MBRE LLC
 O.P.R.D.C.T. NO. 201600134221

EX-20' WATER ESMT.
 D.C.C.I. 201700240978,
 O.P.R.D.C.T.



N01°28'28"E ~ 46.56'

LICENSE AGREEMENT
 0.0101 ACRES (439 S.F.)

S02°15'00"W ~ 58.62'

APPROXIMATE LOCATION OF
 LONESTAR GAS COMPANY EASEMENT
 (NO LOCATION SPECIFIED)
 VOL. 3139, PG. 181, D.R.D.C.T.

NATURAL CHANNEL SETBACK
 D.C.C.I. 201700240978,
 O.P.R.D.C.T.

OWNER:
MBRE LLC
 D.C.C.I. NO. 201000312896,
 O.P.R.D.C.T.

EX-20' NORTH TEXAS
 MUNICIPAL WATER
 DISTRICT EASEMENT
 VOL. 71057, PG. 129,
 O.P.R.D.C.T.

**LOT 1A, BLOCK A/8047
 NORTHWEST SHILOH
 ADDITION**
 D.C.C.I. 201700240978,
 M.R.D.C.T.

SURVEYOR'S NOTE:
 BASIS OF BEARING - BASED ON THE SOUTH LINE
 (SOUTH 89° 29' 00" WEST) OF LOT 1A, BLOCK A/8047,
 NORTHWEST SHILOH ADDITION, AN ADDITION TO THE
 CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING
 TO THE PLAT THEREOF RECORDED IN VOLUME 84148,
 PAGE 6032, PLAT RECORDS, DALLAS COUNTY, TEXAS.

LEGEND

- VOL. VOLUME
- PG. PAGE
- D.C.C.I. DALLAS COUNTY CLERKS INSTRUMENT
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

| LINE TABLE | | |
|------------|-------------|-------|
| NO. | DIRECTION | DIST. |
| L1 | N06°45'39"W | 2.09' |
| L2 | N02°03'13"W | 2.37' |
| L3 | N01°09'21"E | 7.39' |
| L4 | N03°45'42"E | 7.48' |
| L5 | S53°58'55"E | 8.46' |

R=9.00'
 $\Delta=49°49'17"$
 L=7.83'
 CH=N49°33'56"W
 CL=7.58'

EXISTING DRIVEWAY

SEE ATTACHED LEGAL DESCRIPTION ON PAGES 1 & 2 HEREIN

LICENSE AGREEMENT
 PART OF SHILOH ROAD RIGHT-OF-WAY
 ADJACENT TO LOT 1A, BLOCK A/8047
 NORTHWEST SHILOH ADDITION
 JOHN CASEY SURVEY, ABS. No. 350
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

PROPERTY: DALLAS COUNTY, VOL. 4860, PG. 564, D.R.D.C.T.
 PERMIT ACQUISITION: 0.0101 ACRES (439 S.F.)
 16-179 MURPHY DALLAS NW HWY_LICENSE AGREEMENT_NORTH.dwg

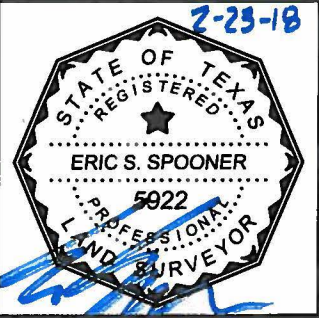
S&A JOB NO.: 16-179
 DATE: 01/18/2018

DRAWN BY: J.B.N.
 CHECKED BY: E.S.S.



SPOONER & ASSOCIATES
 REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 25 YEARS OF SERVICE

309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
 (817) 685-8448 WWW.SPOONERSURVEYORS.COM
 TBPLS FIRM NO. 10054900



**LICENSE AGREEMENT
PART OF NORTHWEST HIGHWAY RIGHT-OF-WAY
AND SHILOH ROAD RIGHT-OF-WAY
ADJACENT TO LOT 1A, BLOCK A/8047
NORTHWEST SHILOH ADDITION
JOHN CASEY SURVEY, ABS. No. 350
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 3,195 square feet tract of land located in the John Casey Survey, Abstract No. 350, City of Dallas, Dallas County, Texas, part of Northwest Highway right-of-way and Shiloh Road right-of-way, said 3,195 square feet tract of land being a portion of a tract of land conveyed to the DALLAS COUNTY, by Special Warranty Deed recorded in Volume 4860, Page 564, Deed Records, Dallas County, Texas (D.R.D.C.T.), said 3,195 square feet tract of land also being a portion of a right-of-way dedication conveyed by plat recorded in Volume 84148, Page 6032, D.R.D.C.T., and being adjacent to that tract of land conveyed to MBRE, LLC by Special Warranty Deed recorded in Instrument Number 201000312896, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 3,195 square feet tract of land also being a portion of a right-of-way dedication conveyed by plat recorded in Dallas County Clerk's Instrument No. 201700240978, O.P.R.D.C.T., said 3,195 square feet tract of land also being a portion of Northwest Highway right-of-way, created by use and occupation, said 3,195 square feet tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the southeast lot corner of Lot 1A, Block A/8047, Northwest Shiloh Addition, being an Addition to the City of Dallas by plat recorded in Dallas County Clerk's Instrument No. 201700240978, O.P.R.D.C.T., said beginning point also being the southwest lot corner of Lot 1B of said Northwest Shiloh Addition, said beginning point further being on the existing north right-of-way line of Northwest Highway, being a 120 feet wide public right-of-way;

THENCE South 00°00'00" West, over and across the said Northwest Highway right-of-way, 8.51 feet to the north edge of an existing sidewalk;

THENCE generally along the said north edge of sidewalk, and continuing over and across the said Northwest Highway right-of-way, the following courses and distances:

South 89°41'24" West, 15.41 feet;

South 89°09'19" West, 51.85 feet;

South 89°49'48" West, 52.75 feet;

South 88°46'55" West, 9.74 feet;

North 83°17'45" West, 1.12 feet;

THENCE North 45°34'43" West, departing the said north edge of sidewalk, 34.56 feet to the east sidewalk edge of an existing sidewalk, being in the right-of-way of Shiloh Road, being a 120 feet wide right-of-way;

THENCE generally along the said east edge of sidewalk, and continuing over and across the said right-of-way of Shiloh Road, the following courses and distances:

| | |
|---------------------|-----------------|
| (for SPRG use only) | |
| Reviewed by: | <u>JD</u> |
| Date: | <u>3/5/2018</u> |
| SPRG No. | <u>4448</u> |

**LICENSE AGREEMENT
PART OF NORTHWEST HIGHWAY RIGHT-OF-WAY
AND SHILOH ROAD RIGHT-OF-WAY
ADJACENT TO LOT 1A, BLOCK A/8047
NORTHWEST SHILOH ADDITION
JOHN CASEY SURVEY, ABS. No. 350
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

North 06°44'20" West, 0.50 feet;

North 00°04'31" East, 16.68 feet;

North 00°26'16" East, 36.22 feet;

North 01°00'10" East, 49.68 feet;

North 01°27'44" East, 48.07 feet;

North 01°42'54" East, 20.18 feet to the beginning of a non-tangent curve to the left with a radius of 38.43 feet;

In a northeasterly direction, along the said curve to the left, through a central angle of 37°07'37", an arc length of 24.90 feet, and across a chord which bears North 01°47'21" East, a chord length of 24.47 feet;

North 02°19'24" East, 9.66 feet;

North 01°50'20" East, 9.51 feet;

North 03°34'02" East, 6.78 feet to the beginning of a non-tangent curve to the right with a radius of 12.50 feet;

In a northeasterly direction, along the said curve to the right, through a central angle of 56°50'33", an arc length of 12.40 feet, and across a chord which bears North 36°01'47" East, a chord length of 11.90 feet to the east property line of the said Dallas County tract, same being the west lot line of the said Lot 1A, and further being the current east right-of-way line of said Shiloh Road, said point also being the beginning of a non-tangent curve to the left with a radius of 5669.58 feet;

THENCE along the said property line, the said lot line, the said right-of-way line, and in a southwesterly direction, along the said curve to the left, through a central angle of 02°17'47", an arc length of 227.23 feet, and across a chord which bears South 00°36'32" West, a chord length of 227.22 feet to the most northerly southwest lot corner of said Lot 1A, same being the north end of a right-of-way corner clip located at the intersection of the said east right-of-way line of Shiloh Road and the said north right-of-way line of Northwest Highway;

THENCE South 45°34'43" East, along the southwest lot line of said Lot 1A, and along the said right-of-way corner clip, 28.31 feet to the most southerly southwest lot corner of said Lot 1A, same being the south end of the said corner clip;

| | |
|---------------------|-----------------|
| (for SPRG use only) | |
| Reviewed by: | <u>JD</u> |
| Date: | <u>3/5/2018</u> |
| SPRG No. | <u>4448</u> |

LICENSE AGREEMENT
PART OF NORTHWEST HIGHWAY RIGHT-OF-WAY
AND SHILOH ROAD RIGHT-OF-WAY
ADJACENT TO LOT 1A, BLOCK A/8047
NORTHWEST SHILOH ADDITION
JOHN CASEY SURVEY, ABS. No. 350
CITY OF DALLAS, DALLAS COUNTY, TEXAS

THENCE North 89°29'00" East, along the south lot line of said lot 1A, same being the said north right-of-way line of Northwest Highway, 125.91 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.0733 acres (3,195 square feet)** of land, more or less.

NOTE: Basis of bearings – Based on the South line (South 89°29'00" West) of Lot 1A, Block A/8047, Northwest Shiloh Addition, an addition to the City of Dallas, Dallas County, Texas, According to the plat thereof recorded in Dallas County Clerk's Instrument No. 201700240978, Map Records, Dallas County, Texas. Distances and areas shown are surface.

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Eric S. Spooner, R.P.L.S.
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900

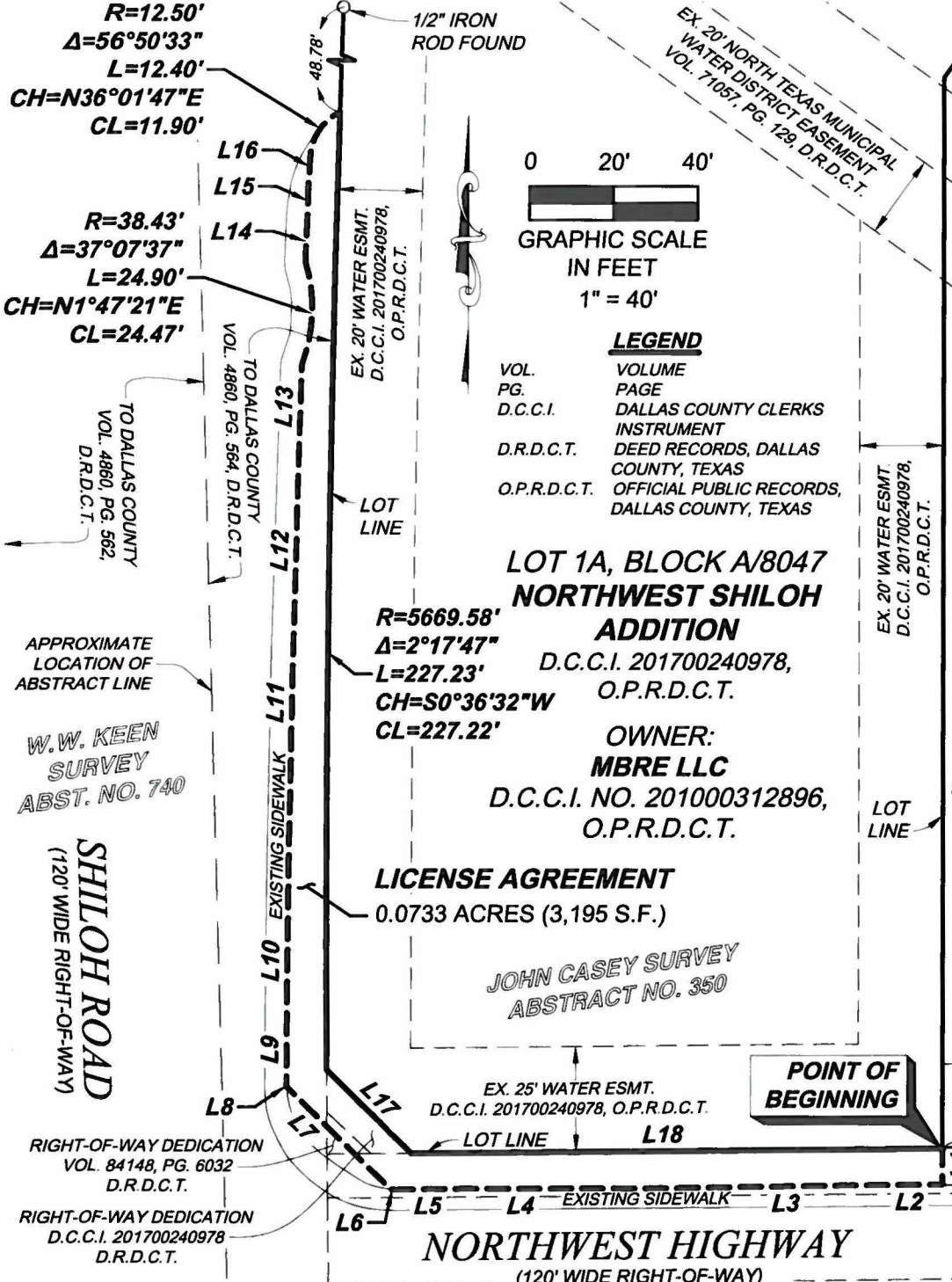


| | |
|---------------------|-----------------|
| (for SPRG use only) | |
| Reviewed by: | <u>JD</u> |
| Date: | <u>3/5/2018</u> |
| SPRG No. | <u>4448</u> |

SURVEYOR'S NOTE:
 BASIS OF BEARING - BASED ON THE SOUTH LINE (SOUTH 89° 29' 00" WEST) OF LOT 1A, BLOCK A/8047, NORTHWEST SHILOH ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 84148, PAGE 6032, PLAT RECORDS, DALLAS COUNTY, TEXAS.

(FOR SPRG USE ONLY)
 REVIEWED BY: JD
 DATE: 3/5/2018
 SPRG NO. 4448

| LINE TABLE | | |
|------------|-------------|---------|
| NO. | DIRECTION | DIST. |
| L1 | S00°00'00"W | 8.51' |
| L2 | S89°41'24"W | 15.41' |
| L3 | S89°09'19"W | 51.85' |
| L4 | S89°49'48"W | 52.75' |
| L5 | S88°46'55"W | 9.74' |
| L6 | N83°17'45"W | 1.12' |
| L7 | N45°34'43"W | 34.56' |
| L8 | N06°44'20"W | 0.50' |
| L9 | N00°04'31"E | 16.68' |
| L10 | N00°26'16"E | 36.22' |
| L11 | N01°00'10"E | 49.68' |
| L12 | N01°27'44"E | 48.07' |
| L13 | N01°42'54"E | 20.18' |
| L14 | N02°19'24"E | 9.66' |
| L15 | N01°50'20"E | 9.51' |
| L16 | N03°34'02"E | 6.78' |
| L17 | S45°34'43"E | 28.31' |
| L18 | N89°29'00"E | 125.91' |



SEE ATTACHED LEGAL DESCRIPTION ON PAGES 1, 2 & 3 HEREIN
LOT 1B, BLOCK A/8047 NORTHWEST SHILOH ADDITION
 D.C.C.I. 201700240978, O.P.R.D.C.T.
 EX. 20' WASTEWATER ESMT. D.C.C.I. 201700240978, O.P.R.D.C.T.
 1/2" IRON ROD WITH YELLOW CAP STAMPED "ROOME"
 341.91'
 (R.O.W. BY USE AND OCCUPATION)
 STATE OF TEXAS VOL. 653, PG. 55, D.R.D.C.T.

LICENSE AGREEMENT
 PART OF NORTHWEST HIGHWAY RIGHT-OF-WAY AND SHILOH ROAD RIGHT-OF-WAY ADJACENT TO LOT 1A, BLOCK A/8047 NORTHWEST SHILOH ADDITION JOHN CASEY SURVEY, ABS. No. 350 CITY OF DALLAS, DALLAS COUNTY, TEXAS

PROPERTY: LOT 1A, BLOCK A/8047, NORTHWEST SHILOH ADDITION
 PERMIT ACQUISITION: 0.0733 ACRES (3,195 S.F.)
 16-179 MURPHY DALLAS NW HWY LICENSE AGREEMENT_SOUTH.dwg

S&A JOB NO.: 16-179
 DATE: 01/17/2018

DRAWN BY: J.B.N.
 CHECKED BY: E.S.S.

SPOONER & ASSOCIATES
 REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 25 YEARS OF SERVICE

309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
 (817) 685-8448 WWW.SPOONERSURVEYORS.COM
 TBPLS FIRM NO. 10054900

2-23-18

STATE OF TEXAS
 REGISTERED
 ERIC S. SPOONER
 5922
 PROFESSIONAL
 LAND SURVEYOR

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

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

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

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

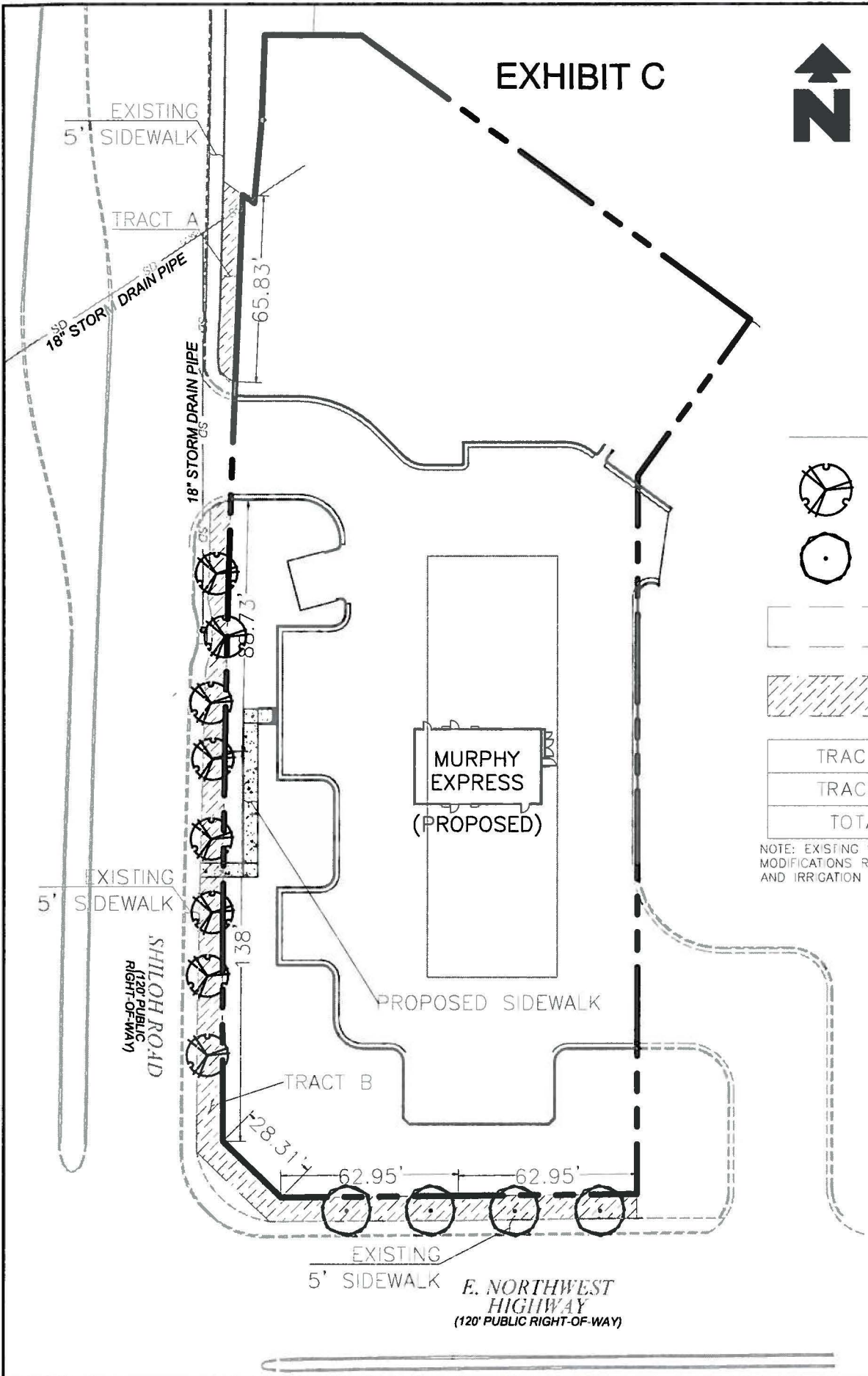
- (h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an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

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

EXHIBIT C



LEGEND



(8) SILVER TEXAS MOUNTAIN LAUREL



(4) CATHEDRAL LIVE OAKS



EXISTING SIDEWALK (TO REMAIN)



AREA IN R/W TO BE PLANTED WITH TREES (INCLUDES IRRIGATION FOR TREES)

| | |
|---------|---------|
| TRACT A | 439 SF |
| TRACT B | 3195 SF |
| TOTAL | 3634 SF |

NOTE: EXISTING SIDEWALK TO REMAIN; NO SIDEWALK MODIFICATIONS REQUIRED FOR PROPOSED TREE PLANTING AND IRRIGATION SYSTEM.

AGENDA ITEM # 14

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45K

SUBJECT

An ordinance abandoning a subsurface portion of Ross Avenue and St. Paul Street to Quadrant Saint Paul Owner, LP, the abutting owner, containing approximately 2,012 square feet of land, located near the intersection of Ross Avenue and St. Paul Street; and authorizing the quitclaim - Revenue: \$148,486, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a subsurface portion of Ross Avenue and St. Paul Street to Quadrant Saint Paul Owner, LP, the abutting owner. The areas will be included with the property of the abutting owner to continue use for underground parking. The abandonment fee is based on an independent appraisal. The abutting owner will retain a license to use subsurface portions of Ross and St. Paul Street being twenty feet below from top of curb to allow for use of public facilities.

Notices were sent to 10 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 26, 1990, City Council authorized a private license to COF Property Inc., for the use of approximately 2012 square feet of subsurface land to occupy, maintain and utilize portions of Saint Paul Street and Ross Avenue, located near their intersections for purposes of a underground parking facility by Resolution No. 90-3042; Ordinance No. 20733.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Revenue - \$148,486, plus the \$20 ordinance publication fee

OWNER

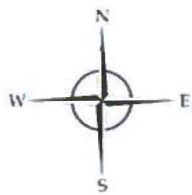
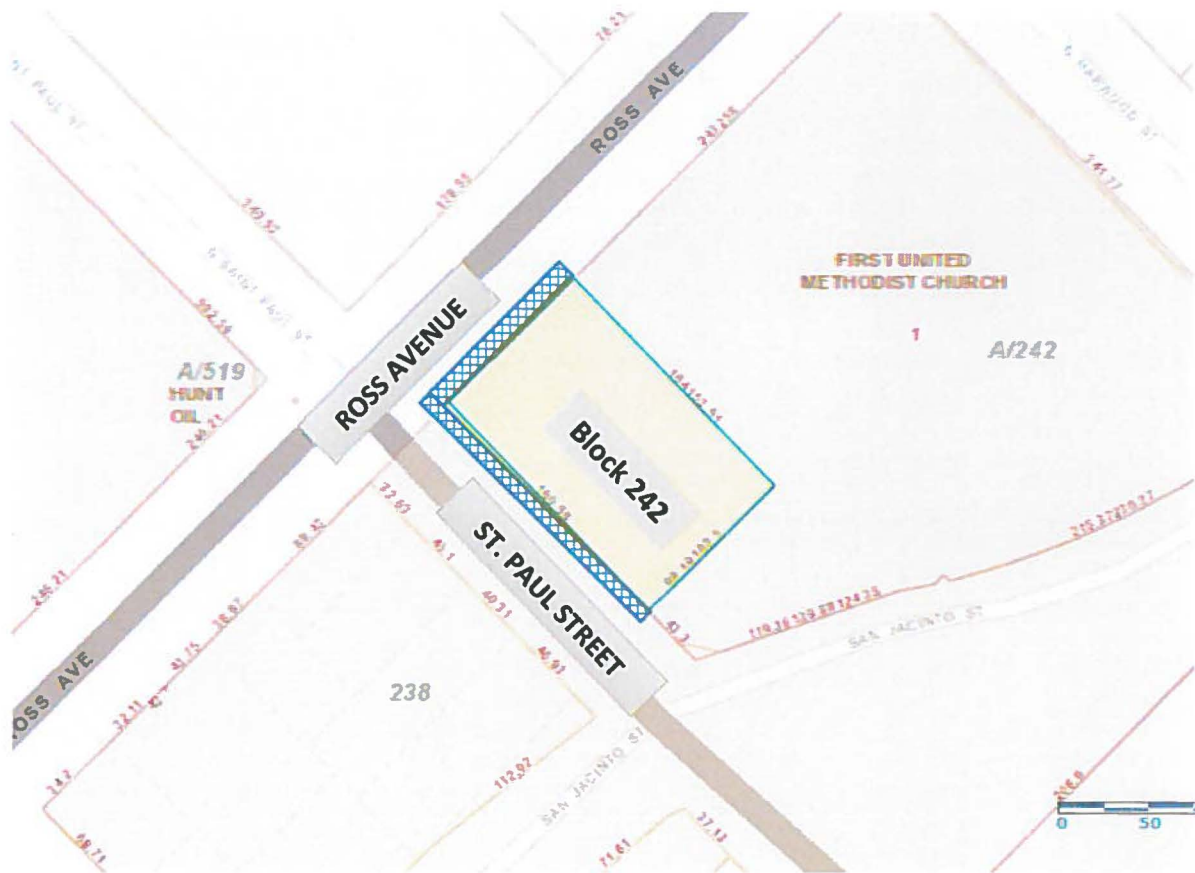
Quadrant Saint Paul Owner, LP

Quadrant Saint Paul Owner GP LLC, General Partner

Byron C. Cook, Manager

MAP

Attached



 **SUBSURFACE ABANDONMENT**

ORDINANCE NO. _____

An ordinance providing for the abandonment of a subsurface portion of Ross Avenue and St. Paul Street located adjacent to City Block 242 in the City of Dallas and County of Dallas, Texas, subject to a reverter; providing for the quitclaim thereof to Quadrant Saint Paul Owner LP; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Quadrant Saint Paul Owner LP, a Delaware limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter interest, the hereinafter described tract of land, and is of the opinion that, subject to the terms conditions and reverter herein provided, said subsurface portion of Ross Avenue and St. Paul Street, beginning at an elevation of 442.67 feet above mean sea level and extending to an elevation of 362.67 feet above mean sea level is not needed for public use, and same should be abandoned 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 public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms conditions and reverter, hereinafter more fully set forth.

Now, Therefore,

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

SECTION 1. That the subsurface portion of Ross Avenue and St. Paul Street, beginning at an elevation of 442.67 feet above mean sea level and extending to an elevation of 362.67 feet above mean sea level under the tract of land, described in

SECTION 1. (continued)

Exhibit A, which is attached hereto and made a part hereof, be and the same is abandoned, vacated and closed insofar as the right, title and easement of the public are concerned; subject, however, to the reverter and the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **ONE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$148,486.00)** paid by **GRANTEE**, and the further consideration described in Sections 8 and 9, the City of Dallas does by these presents **QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the reverter interest herein stated, all of its right, title and interest in and to the certain tract of subsurface land, beginning at an elevation of 442.67 feet above mean sea level and extending to an elevation of 362.67 feet above mean sea level under the tract of land hereinabove described in Exhibit A. Provided however, that if the subsurface land situated on and adjacent to the area to be abandoned is ever: (i) partially demolished, removed or damaged and is not promptly thereafter repaired or rebuilt; (ii) substantially or totally demolished, removed or damaged; or (iii) abandoned in whole or in part by the **GRANTEE**, its successors and assigns, then this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE**.

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, 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

SECTION 4. (continued)

description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment provided for herein is 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, 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

SECTION 8. (continued)

therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- (a) ensure the subsurface abandonment will not impact surface use of street right-of-way. Per the City of Dallas Central Business District Streets and Vehicular Circulation Plan, Section 51 A-9, Ross Avenue requires 80 feet of right-of-way and St. Paul Street requires 60 feet of right-of-way for the roadway.
- (b) retain the agreed license use of twenty (20) feet beginning at top of curb and abandon the below depth.
- (c) provide adequate subsurface clearance being 20 feet below the top of curb street right of way for any potential future utility work, and obtain a right-of-way permit for any work within public right-of-way.
- (d) acknowledge ATMOS and Spectrum (formerly Time Warner Cable) have existing facilities within or near the abandonment area. If conflict exists **GRANTEE**, will be responsible for cost to relocate facilities, otherwise Exhibit B would apply.

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: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, subject to a reverter interest, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 11. That this ordinance is also designated for City purposes as Contract No. DEV-2018-00005304.

SECTION 12. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant City Attorney

BY: 
Assistant Director

Passed _____.

Exhibit A

Part of Ross Avenue and St. Paul Street
Adjacent to Block 242
Between the elevations of 442.67 and 362.67 feet Mean Sea Level or
Between 20 Feet and 100 Feet Below the Top of Adjacent Curb
John Grigsby Survey
Abstract Number 495
City of Dallas
Dallas County, Texas

Being 2,012 square feet or 0.0462 acres of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, being part of Ross Avenue (80 foot wide right-of-way by use and occupation, no deed of record found) and St. Paul Street (60 foot wide right-of-way formerly known as Masten Street, according to deeds recorded in Volume 770, Page 1 and Volume 791, Page 337 of the Deed Records of Dallas County, Texas, Ordinance Book 1-A, Pages 131-146) being the same property described in Private License for Underground Parking Facility in instrument recorded in Volume 90213, Page 2338 and Volume 99172, Page 3960 of the Deed Records of Dallas County, Texas, adjacent to Block 242, said license pursuant to Dallas City Ordinance Number 20733, and being more particularly described as follows, but only as to that portion of the subsurface abandonment between 20 feet and 100 feet below the top of adjacent curb, or between 442.67 feet and 362.67 feet;:

BEGINNING at the corner of a building column at the southeast corner of Ross Avenue and the northeast corner of St. Paul Street, being the west corner of that certain tract of land described in deed to Quadrant Saint Paul Owner LP recorded in Instrument 201600040689 of the Official Public Records of Dallas County, Texas;

THENCE S 44°48'00" E (Record), 164.00 feet along the northeast right-of-way line of St. Paul Street and the southwest line of said tract, to a building corner, being the south corner thereof, being the west corner of Lot 1, Block A/242 of First United Methodist Church according to the plat thereof recorded in Instrument 201300111958 of the Official Public Records of Dallas County, Texas;

THENCE S 45°12'00" W, 4.75 feet, into St. Paul Street;

THENCE N 44°48'00" W, 175.50 feet, to a point in Ross Avenue;

THENCE N 45°00'00" E (Record), 107.25 feet, in Ross Avenue;

THENCE S 44°48'00" E, 11.50 feet, to a 1/2" iron rod found at the north corner of Tract 1 described in Instrument Number 201600040689, being the west corner of that certain tract of land described in deed to First Methodist Episcopal Church recorded in Volume 700, Page 218 of the Deed Records of Dallas County, Texas, now platted as First United Methodist Church as noted in the aforesaid citation (Instrument 201300111958);

THENCE S 45°00'00" W, 102.50 feet, along the northwest line of said tract and the southeast right-of-way line of Ross Avenue to the POINT OF BEGINNING and containing approximately 0.0462 acres or 2,012 square feet of land.

| | |
|---------------------|---------------------|
| (For SPRG use only) | |
| Reviewed by: | <u>A. Rodriguez</u> |
| Date: | <u>1/19/18</u> |
| SPRG No. | <u>3870</u> |

Exhibit A

Subsurface Abandonment
Part of Ross Avenue and St. Paul Street
Adjacent to Block 242
Between the elevations of 442.67 and 362.67 feet Mean Sea Level
Between 20 Feet and 100 Feet Below the Top of Adjacent Curb
John Grigsby Survey
Abstract Number 495
City of Dallas
Dallas County, Texas

I, Kent M. Mobley, Registered Professional Land Surveyor, hereby certify that the legal description and the accompanying plat represent an actual survey made on the ground under my supervision.

Kent M. Mobley 1-17-18
Kent M. Mobley, RPLS Date
Registration No. 4796
Grantham & Assoc., Inc.
6570 Naaman Forest Blvd., Suite 200, LB 2
Garland, Texas 75044



Basis of Bearings: S 44°48'00" E, along southwest line, Record Bearing in Deed Instrument 2016000040689, O.P.R.D.C.T.

| | |
|---------------------|---------------------|
| (For SPRG use only) | |
| Reviewed by: | <u>A. Rodriguez</u> |
| Date: | <u>1/17/18</u> |
| SPRG No. | <u>3870</u> |

BLOCK 521

Exhibit A

ROSS AVENUE
 (80' RIGHT-OF-WAY)
 BY USE AND OCCUPATION
 NO DEED OF RECORD FOUND

ORDINANCE NO. 20733
 VOL. 90213 PG. 2338
 AND
 VOL. 99172, PG. 3960
 D.R.D.C.T.

S 44°48'00" E
 11.50'
 1/2" I.R.F.
 ELEV. 462.85

S 45°00'00" W 102.50'

N 45°00'00" E 107.25'

**SUBSURFACE
 ABANDONMENT**
 0.0462 ACRES
 2,012 SQ. FT.

P.O.B.
 CORNER COLUMN AT INTERSECTION
 SOUTHEAST R.O.W. ROSS AVE.
 & NORTHEAST R.O.W. SAINT PAUL ST.

D. PAL. CO. EASEMENT
 VOL. 82221 PG. 5062
 D.R.D.C.T.

S 44°48'00" E 164.00'
 (RECORD, BASIS OF BEARING)

N 44°48'00" W 175.50'

S 45°12'00" W
 4.75'

CM
 ELEV. 460.04

VOL. 791, PG. 339
 D.R.D.C.T.

VOL. 791, PG. 337
 D.R.D.C.T.

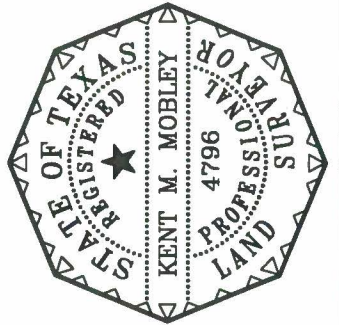
ST. PAUL STREET

(60' RIGHT-OF-WAY
 FORMERLY KNOWN AS MASTEN STREET)
 ORDINANCE BOOK 1-A,
 PAGES 131-146
 VOL. 770, PG. 1
 D.R.D.C.T.

TEXAS SURVEYING FIRM NO. 10127900
 SHEET 3 OF 5

(For SPRG use only)
 Reviewed by: A. Rodriguez
 Date: 11/16/18
 SPRG No. 3870

- LEGEND:**
- = DEED RECORDS OF DALLAS COUNTY, TEXAS
 - D.R.D.C.T. = OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
 - O.P.R.D.C.T. = VOLUME, PAGE
 - VOL. PG. = INSTRUMENT NUMBER
 - INS. NO. = BUILDING
 - BLDG = IRON ROD FOUND
 - I.R.F. = POINT OF BEGINNING
 - P.O.B. = RIGHT OF WAY
 - R.O.W. = CONTROLLING MONUMENT
 - CM = MEAN SEA LEVEL
 - MSL = FOUND MONUMENT



Kent M. Mobley
 KENT M. MOBLEY
 P.L.S. NO. 4796

GA Grantham & Associates, Inc.
 Civil Engineering & Surveying

4570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
 GARLAND, TEXAS 75044
 (972) 864-2333 (TEL)
 (972) 864-2334 (FAX)

SUBSURFACE ABANDONMENT
 PART OF ROSS AVENUE AND ST. PAUL STREET
 ADJACENT TO BLOCK 242
 BETWEEN THE ELEVATIONS OF 442.67 AND
 362.67 FEET MAIN SEA LEVEL OR
 BETWEEN 20 FEET AND 100 FEET
 BELOW THE TOP OF CURB

JOHN GRIGSBY SURVEY
 ABSTRACT NUMBER 495

CITY OF DALLAS TEXAS

1/17/18

1271ESMT01.DWG



16 0 16 30
 scale
 1" = 30'
 feet

FIRST METHODIST EPISCOPAL
 CHURCH
 VOL. 700, PG. 218
 D.R.D.C.T.

22 STORY BUILDING
 750 NORTH ST. PAUL STREET

CURRENT OWNER: QUADRANT SAINT PAUL OWNER LP
 TRACT 1
 INS. NO. 201600040689
 O.P.R.D.C.T.
 CITY BLOCK NO. 242

JOHN GRIGSBY SURVEY
 ABSTRACT NO. 495

FIRST UNITED
 METHODIST CHURCH
 INS. NO. 201300111958
 O.P.R.D.C.T.
 LOT 1, BLOCK A/242

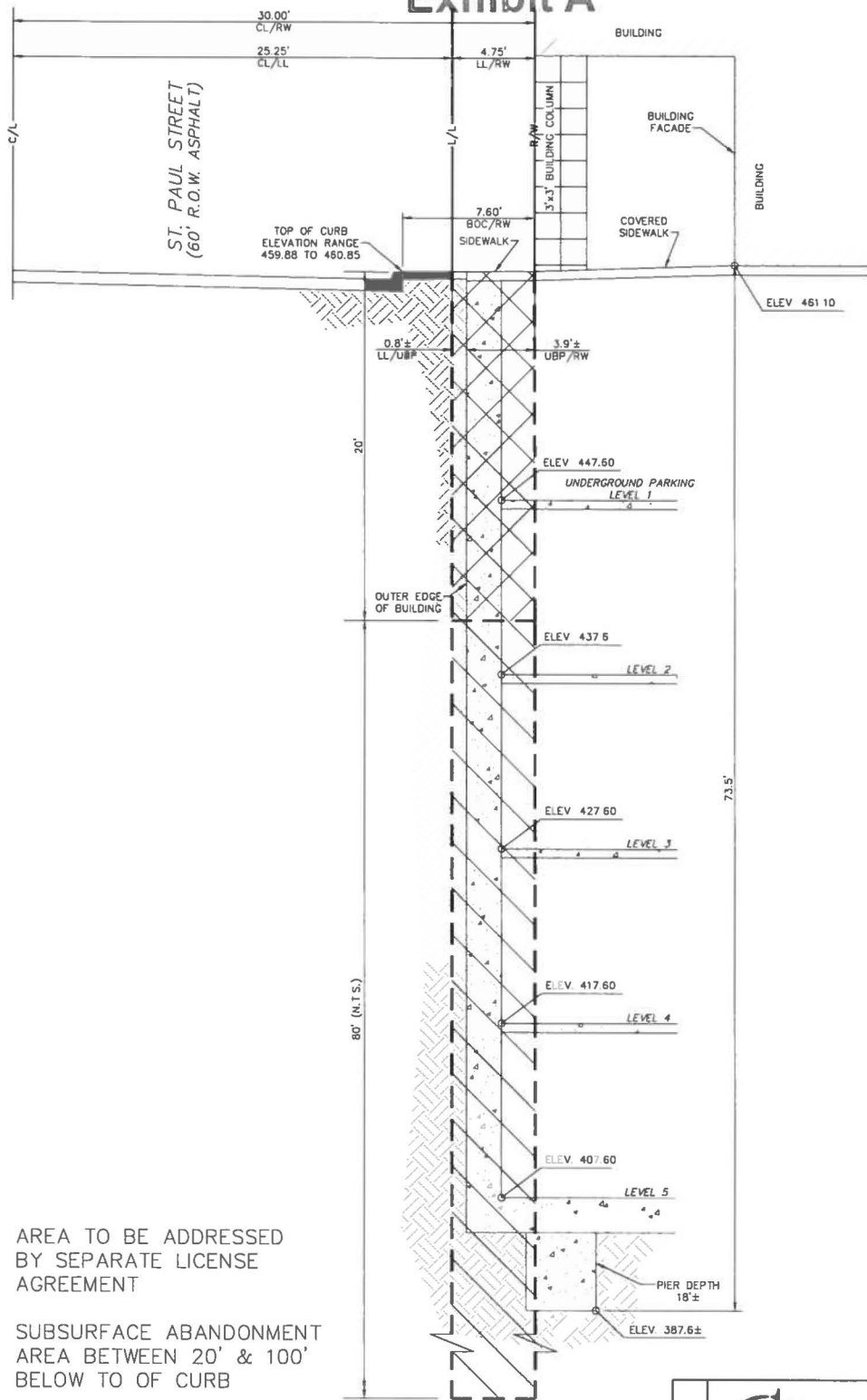
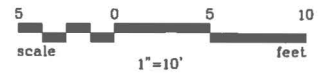
CONTROLLING LINE
 FOR DIRECTION

BLDG.
 CORNER

1/17/18

1271ESMT01.DWG

Exhibit A



AREA TO BE ADDRESSED BY SEPARATE LICENSE AGREEMENT



SUBSURFACE ABANDONMENT AREA BETWEEN 20' & 100' BELOW TO OF CURB

NOTE:
UNDERGROUND BUILDING INFORMATION DERIVED FROM SHEETS S2-1 THROUGH S2-6, S3-1 AND S3-7 OF THE ST. PAUL TOWER STRUCTURAL DESIGN DRAWINGS DATED 06/01/1981, NOT FIELD SURVEY.

LEGEND:

- RW RIGHT OF WAY LINE
- LL LICENSE AGREEMENT LINE
- BOC BACK OF CURB
- CL CENTERLINE OF RIGHT OF WAY
- UBP UNDERGROUND BUILDING PERIMETER
- R/W — RIGHT-OF-WAY LINE (PROPERTY LINE)
- L/L — LICENSE AGREEMENT LINE/SUBSURFACE PARKING GARAGE ABANDONMENT AREA LINE
- C/L — CENTERLINE OF RIGHT OF WAY

SECTION 'A-A'

GRANTHAM & ASSOCIATES
F-005438

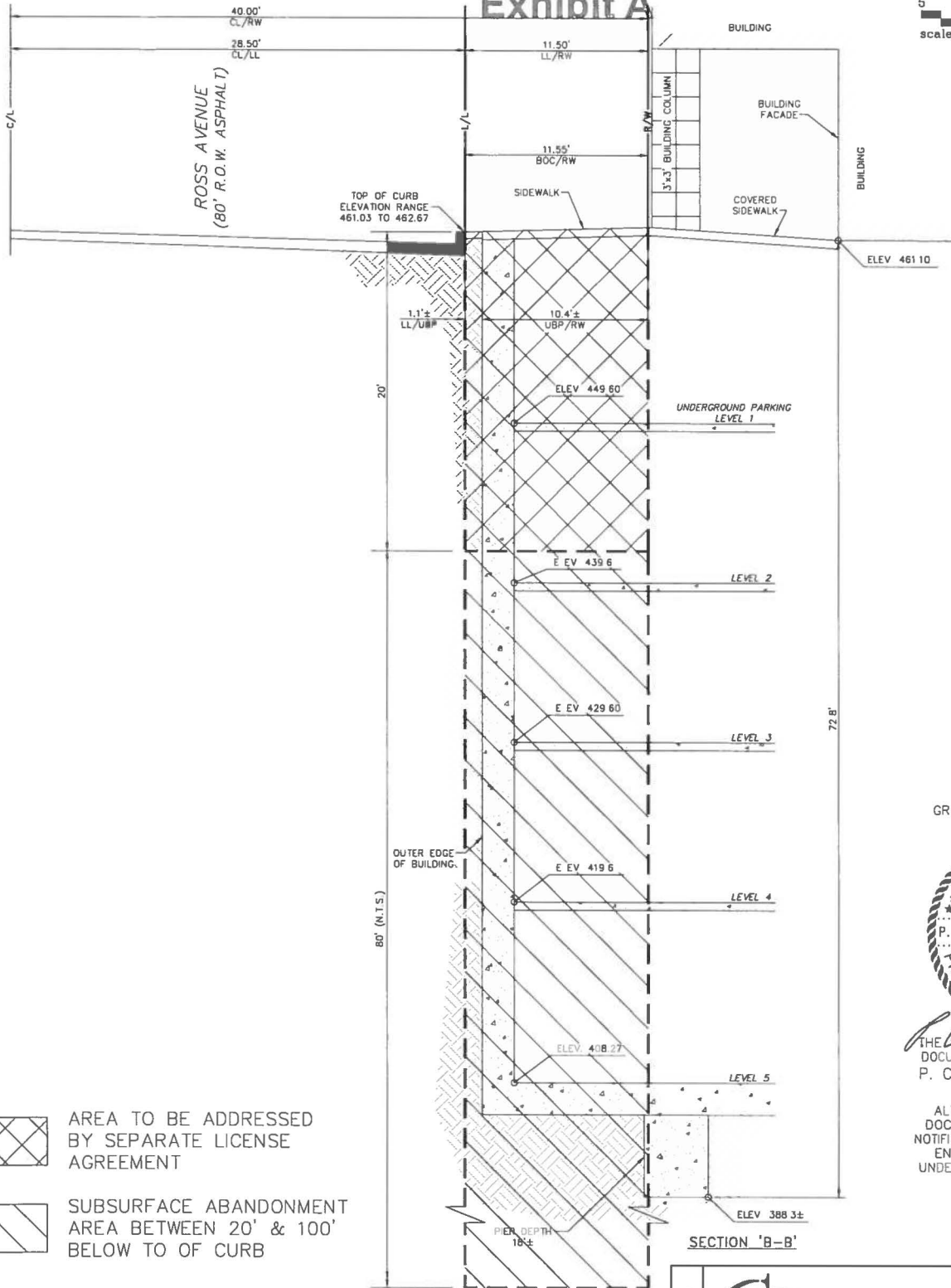


THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:
P. CHRISTOPHER ROBINSON
ON 1/3/18
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

SHEET 4 OF 5

| | | |
|-----------------------|--|--|
| 271DETAIL02.DWG | 1/3/18 | Grantham & Associates, Inc. Civil Engineering & Surveying 6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2 GARLAND, TEXAS 75044 (972) 864-2333 (TEL) (972) 864-2334 (FAX) |
| | 750 NORTH ST. PAUL STREET BUILDING SECTIONS | |
| | SUBSURFACE PARKING GARAGE ABANDONMENT AREA | |
| CITY OF DALLAS | | |

Exhibit A



AREA TO BE ADDRESSED BY SEPARATE LICENSE AGREEMENT



SUBSURFACE ABANDONMENT AREA BETWEEN 20' & 100' BELOW TO OF CURB

NOTE:

UNDERGROUND BUILDING INFORMATION DERIVED FROM SHEETS S2-1 THROUGH S2-6, S3-1 AND S3-7 OF THE ST. PAUL TOWER STRUCTURAL DESIGN DRAWINGS DATED 06/01/1981, NOT FIELD SURVEY.

LEGEND:

- RW RIGHT OF WAY LINE
- LL LICENSE AGREEMENT LINE
- BOC BACK OF CURB
- CL CENTERLINE OF RIGHT OF WAY
- UBP UNDERGROUND BUILDING PERIMETER
- R/W — RIGHT-OF-WAY LINE (PROPERTY LINE)
- L/L — LICENSE AGREEMENT LINE/SUBSURFACE PARKING GARAGE ABANDONMENT AREA LINE
- C/L — CENTERLINE OF RIGHT OF WAY

GRANTHAM & ASSOCIATES
F-005438



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:
P. CHRISTOPHER ROBINSON
ON 1/3/18
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

SECTION 'B-B'

SHEET 5 OF 5

127IDETAIL03.DWG 1/3/18



Grantham & Associates, Inc.
Civil Engineering & Surveying

6570 NAAMAN FOREST BLVD., SUITE 200, L.B. 2
GARLAND, TEXAS 75044

(972) 864-2333 (TEL)
(972) 864-2334 (FAX)

**750 NORTH ST. PAUL STREET
BUILDING SECTIONS**

**SUBSURFACE PARKING GARAGE
ABANDONMENT AREA**

CITY OF DALLAS

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.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 1, 2, 3, 5, 7, 9, 10, 12, 14

DEPARTMENT: Department of Transportation

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 4D 23Y 27H 36U 46V 53B Y 54G 59A G Y

SUBJECT

Authorize a professional services contract with Freese and Nichols, Inc., most advantageous proposer of seventeen, to provide traffic signal design services for 17 traffic signals at various intersections and other related tasks (list attached) - Not to exceed \$759,398 - Financing: 2017 Bond Funds (\$492,573) and General Funds (\$266,825) (subject to annual appropriations)

BACKGROUND

This action will authorize a professional services contract with Freese and Nichols, Inc. to provide traffic signal design services for 17 traffic signals at various intersections and other related tasks. Specifically, this action authorizes the design of 12 traffic signals funded through 2017 Bond Funds (\$492,573.00). The design of the remaining 5 traffic signals will be funded through General Funds (\$266,825.00), and their locations will be determined at a later date. The following signals in the 2017 Bond Program will be designed with this contract:

- Jefferson Boulevard at Van Buren Avenue
- Timberline Drive at Webb Chapel Extension
- Fort Worth Avenue at Pinnacle Park Boulevard
- Kiest Boulevard at Pierce Street
- Checota Drive at Masters Drive
- Masters Drive at Old Seagoville Road/Cushing Drive
- Masters Drive at Old Seagoville Road (North)
- Palisade Drive at Prairie Creek Road
- Pine Street at Second Avenue
- Abrams Road at Lakeshore Drive
- Miller Road at Rockwall Road
- Haverwood Lane at Pear Ridge Drive

BACKGROUND (continued)

In May 2017, the City of Dallas released a Request for Qualifications for engineering services for traffic engineering and intelligent transportation systems services.

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

- Department of Transportation (3)
- Department of Public Works (1)
- Dallas Police Department (1)

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

- Quality Assurance and Control 10%
- Business Inclusion and Development Plan 15%
- Experience and Capability 25%
- Responsiveness and Qualifications 50%

As part of the solicitation process and in an effort to increase competition, the Office of Procurement Services used its procurement system to send out 1,619 email bid notifications to vendors registered under respective commodities. To further increase competition, the Office of Procurement Services 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, the Office of Business Diversity sent notifications to 25 chambers of commerce and advocacy groups to ensure maximum vendor outreach.

ESTIMATED SCHEDULE OF PROJECT

| | |
|-----------------|----------|
| Began Design | May 2018 |
| Complete Design | May 2021 |

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

2017 Bond Funds - \$492,573.00
 General Funds - \$266,825.00

FISCAL INFORMATION (continued)

| <u>Council District</u> | <u>Amount</u> |
|--------------------------------|----------------------|
| 1 | \$ 40,524.00 |
| 2 | \$ 41,480.00 |
| 3 | \$ 77,646.00 |
| 5 | \$166,840.00 |
| 7 | \$ 39,566.00 |
| 9 | \$ 21,853.00 |
| 10 | \$ 38,246.00 |
| 12 | \$ 44,565.00 |
| 14 | \$ 21,853.00 |
| To Be Determined | <u>\$266,825.00</u> |
| Total Amount | \$759,398.00 |

M/WBE INFORMATION

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

| <u>Contract Amount</u> | <u>Category</u> | <u>M/WBE Goal</u> | <u>M/WBE %</u> | <u>M/WBE \$</u> |
|-------------------------------|--------------------------------|--------------------------|-----------------------|------------------------|
| \$759,398.00 | Architectural & Engineering | 25.66% | 32.78% | \$248,923.00 |

- This contract exceeds the M/WBE goal of 25.66%

PROPOSAL INFORMATION

Statements of Qualifications were received from seventeen consultant teams for solicitation number BYZ1712 and opened on June 1, 2017. Based on those responses, the top six teams were shortlisted to receive future project-specific solicitation questionnaires. Responses from all six shortlisted firms for this project were received and opened on November 10, 2017. This professional services contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

| <u>Proposers</u> | <u>Address</u> | <u>Score</u> |
|------------------------------|--|---------------------|
| *Freese and Nichols, Inc. | 2711 N. Haskell Ave., Suite 3300 Dallas, TX 75204 | 68.40% |

PROPOSAL INFORMATION (continued)

| <u>Proposers</u> | <u>Address</u> | <u>Score</u> |
|-----------------------------------|---|---------------------|
| Kimley-Horn and Associates, Inc. | 13455 Noel Rd., Suite 700 Dallas, TX 75240 | 65.00% |
| Lee Engineering Engineers, Inc. | 3030 LBJ Frwy., Suite 1660 Dallas, TX 75234 | 55.20% |
| LJA Engineering, Inc. | 6060 N. Central Expwy., Suite 440 Dallas, TX 75206 | 54.60% |
| Brown and Gay Engineers, Inc. | 700 N. Pearl St., Suite 2100 Dallas, TX 75201 | 53.00% |
| Stantec Consulting Services, Inc. | 2435 N. Central Expwy., Suite 750 Dallas, TX 75080 | 50.00% |

Statements of Qualifications to solicitation number BYZ1712 were also received from the following consultant teams: Binkley and Barfield, Inc.; Halff Associates, Inc.; HDR Engineering, Inc.; Jacobs Engineering Group; Lockwood, Andrews, and Newman, Inc.; Maldonado-Burkett Intelligent Transportation Systems, LLP; Othon, Inc.; RPS Klotz Associates; SE3; Teal Engineering Services, Inc.; and UEG-Urban Engineers, Inc.

OWNER

Freese and Nichols, Inc.

Brian Coltharp, President
Chris Bosco, Vice-President/Principal

MAP

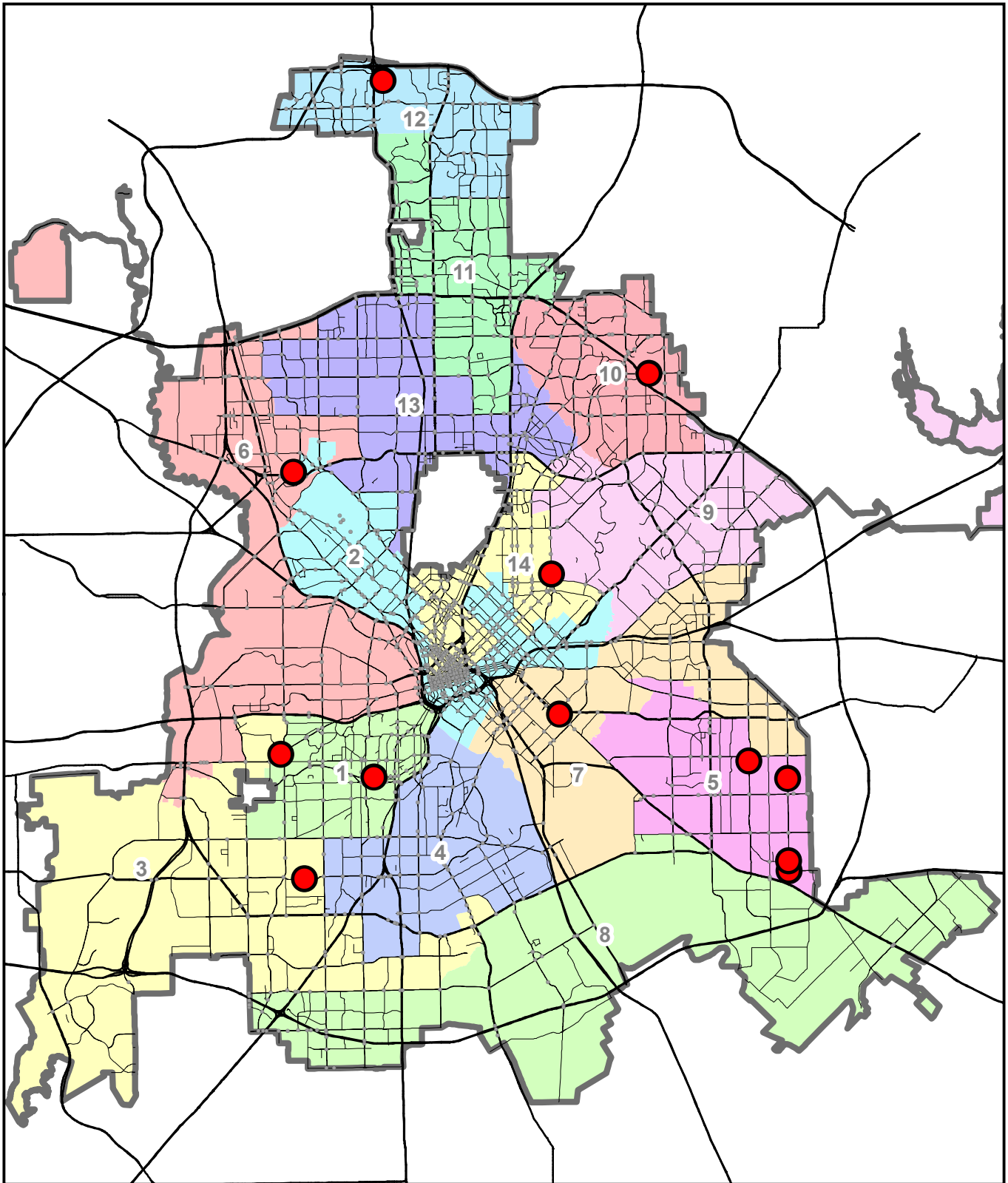
Attached

Freese and Nichols, Inc. - Traffic Signal Design

| <u>Intersection</u> | <u>Council District</u> |
|--|-------------------------|
| Jefferson Boulevard at Van Buren Avenue | 1 |
| Timberline Drive at Webb Chapel Extension | 2 |
| Fort Worth Avenue at Pinnacle Park Boulevard | 3 |
| Kiest Boulevard at Pierce Street | 3 |
| Checota Drive at Masters Drive | 5 |
| Masters Drive at Old Seagoville Road/Cushing Drive | 5 |
| Masters Drive at Old Seagoville Road (North) | 5 |
| Palisade Drive at Prairie Creek Road | 5 |
| Pine Street at Second Avenue | 7 |
| Abrams Road at Lakeshore Drive | 9, 14 |
| Miller Road at Rockwall Road | 10 |
| Haverwood Lane at Pear Ridge Drive | 12 |

*The remaining five traffic signal locations will be determined at a later date.

Warranted Traffic Signals



Council Districts 1, 2, 3, 5, 7, 9, 10, 12, 14

Mapsco Pages 4-D, 23-Y, 27-H, 36-U, 46-V, 53-B, 53-Y, 54-G, 59-A, 59-G, 59-Y

May 23, 2018

WHEREAS, the City desires to enter into a professional services contract with Freese and Nichols, Inc., most advantageous proposer of seventeen, to provide traffic signal design services for 17 traffic signals at various intersections and other related tasks, in an amount not to exceed \$759,398.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a professional services contract with Freese and Nichols, Inc., approved as to form by the City Attorney, for traffic signal design services of 17 traffic signals at various intersections and other related tasks, in an amount not to exceed \$759,398.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$759,398 to Freese and Nichols, Inc., as follows:

| | |
|--|------------------|
| General Fund (subject to annual appropriations) Fund 0001, Department TRN, Unit 3049, Object 4820 Activity THRG, Commodity 91842 Encumbrance/Contract No. MASC-TRN-2018-00006209 Vendor 347200 | \$266,825 |
| 2017 Bond Fund Fund 1V22, Department TRN, Unit VA28, Object 4820 Activity THRG, Program PB17VA28, Commodity 91842 Encumbrance/Contract No. MASC-TRN-2018-00006209 Vendor 347200 | <u>\$492,573</u> |
| Total amount not to exceed | \$759,398 |

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

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

May 23, 2018

COUNCIL DISTRICT(S):

1, 2, 3, 6, 8, 9, 10, 14

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

26Z 27B U 35W X 52D F 54L 55A 70E F 74C

SUBJECT

Authorize a professional services contract with Kimley-Horn and Associates, Inc., most advantageous proposer of seventeen, to provide traffic signal design services for 16 traffic signals at various intersections and other related tasks (list attached) - Not to exceed \$470,500 - Financing: 2017 Bond Funds (\$343,500) and General Funds (\$127,000) (subject to annual appropriations)

BACKGROUND

This action will authorize a professional services contract Kimley-Horn and Associates, Inc., to provide traffic signal design services for 16 traffic signals at various intersections and other related tasks. Specifically, this action authorizes the design of 12 traffic signals funded through 2017 Bond Funds (\$343,500.00). The design of the remaining 4 traffic signals will be funded through General Funds (\$127,000.00), and their locations will be determined at a later date. The following signals in the 2017 Bond Program will be designed with this contract:

- Eighth Street at Ewing Avenue
- Pratt Boulevard at Zang Boulevard
- Cedar Springs Road at Knight Street
- Cockrell Hill Road at Rock Quarry Road
- Jefferson Boulevard at Justin Avenue
- Belt Line Road at Lawson Road
- Belt Line Road at Seagoville Road
- Wheatland Road at Willoughby Boulevard/Leigh Ann Drive
- Abrams Road at Eastridge Drive
- Audelia Road at Forestridge Drive/McCree Road
- Ferris Branch Boulevard at Whitehurst Drive
- Lemmon Avenue at Travis Street

BACKGROUND (continued)

In May 2017, the City of Dallas released a Request for Qualifications for engineering services for traffic engineering and intelligent transportation systems services.

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

- Department of Transportation (3)
- Department of Public Works (1)
- Dallas Police Department (1)

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

- Quality Assurance and Control 10%
- Business Inclusion and Development Plan 15%
- Experience and Capability 25%
- Responsiveness and Qualifications 50%

As part of the solicitation process and in an effort to increase competition, the Office of Procurement Services used its procurement system to send out 1,619 email bid notifications to vendors registered under respective commodities. To further increase competition, the Office of Procurement Services 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, the Office of Business Diversity sent notifications to 25 chambers of commerce and advocacy groups to ensure maximum vendor outreach.

ESTIMATED SCHEDULE OF PROJECT

| | |
|-----------------|----------|
| Begin Design | May 2018 |
| Complete Design | May 2021 |

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

2017 Bond Funds - \$343,500.00
 General Funds - \$127,000.00 (subject to annual appropriations)

FISCAL INFORMATION (continued)

| <u>Council District</u> | <u>Amount</u> |
|--------------------------------|----------------------|
| 1 | \$ 58,500.00 |
| 2 | \$ 15,750.00 |
| 3 | \$ 15,750.00 |
| 6 | \$ 43,250.00 |
| 8 | \$ 82,000.00 |
| 9 | \$ 27,000.00 |
| 10 | \$ 58,500.00 |
| 14 | \$ 42,750.00 |
| To Be Determined | <u>\$127,000.00</u> |
| Total Amount | \$470,500.00 |

M/WBE INFORMATION

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

| <u>Contract Amount</u> | <u>Category</u> | <u>M/WBE Goal</u> | <u>M/WBE %</u> | <u>M/WBE \$</u> |
|-------------------------------|-----------------------------|--------------------------|-----------------------|------------------------|
| \$470,500.00 | Architectural & Engineering | 25.66% | 25.66% | \$120,743.00 |

- This contract meets the M/WBE goal of 25.66%

PROPOSAL INFORMATION

Statements of Qualifications were received from seventeen consultant teams for solicitation number BYZ1712 and opened on June 1, 2017. Based on those responses, the top six teams were shortlisted to receive future project-specific solicitation questionnaires. Responses from all six shortlisted firms for this project were received and opened on November 10, 2017. This professional services contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

| <u>Proposers</u> | <u>Address</u> | <u>Score</u> |
|-----------------------------------|---|---------------------|
| *Kimley-Horn and Associates, Inc. | 13455 Noel Rd., Suite 700 Dallas, TX 75240 | 70.20% |

PROPOSAL INFORMATION (continued)

| <u>Proposers</u> | <u>Address</u> | <u>Score</u> |
|-----------------------------------|---|---------------------|
| Freese and Nichols, Inc. | 2711 N. Haskell Ave., Suite 3300 Dallas, TX 75204 | 55.60% |
| Lee Engineering Engineers, Inc. | 3030 LBJ Frwy., Suite 1660 Dallas, TX 75234 | 55.00% |
| LJA Engineering, Inc. | 6060 N. Central Expwy., Suite 440 Dallas, TX 75206 | 53.80% |
| Brown and Gay Engineers, Inc. | 700 N. Pearl St., Suite 2100 Dallas, TX 75201 | 51.00% |
| Stantec Consulting Services, Inc. | 2435 N. Central Expwy., Suite 750 Dallas, TX 75080 | 48.20% |

Statements of Qualifications to solicitation number BYZ1712 were also received from the following consultant teams: Binkley and Barfield, Inc.; Halff Associates, Inc.; HDR Engineering, Inc.; Jacobs Engineering Group; Lockwood, Andrews, and Newman, Inc.; Maldonado-Burkett Intelligent Transportation Systems, LLP; Othon, Inc.; RPS Klotz Associates; SE3; Teal Engineering Services, Inc.; and UEG-Urban Engineers, Inc.

OWNER

Kimley-Horn and Associates, Inc.

John Atz, President
Aaron Nathan, Vice-President

MAP

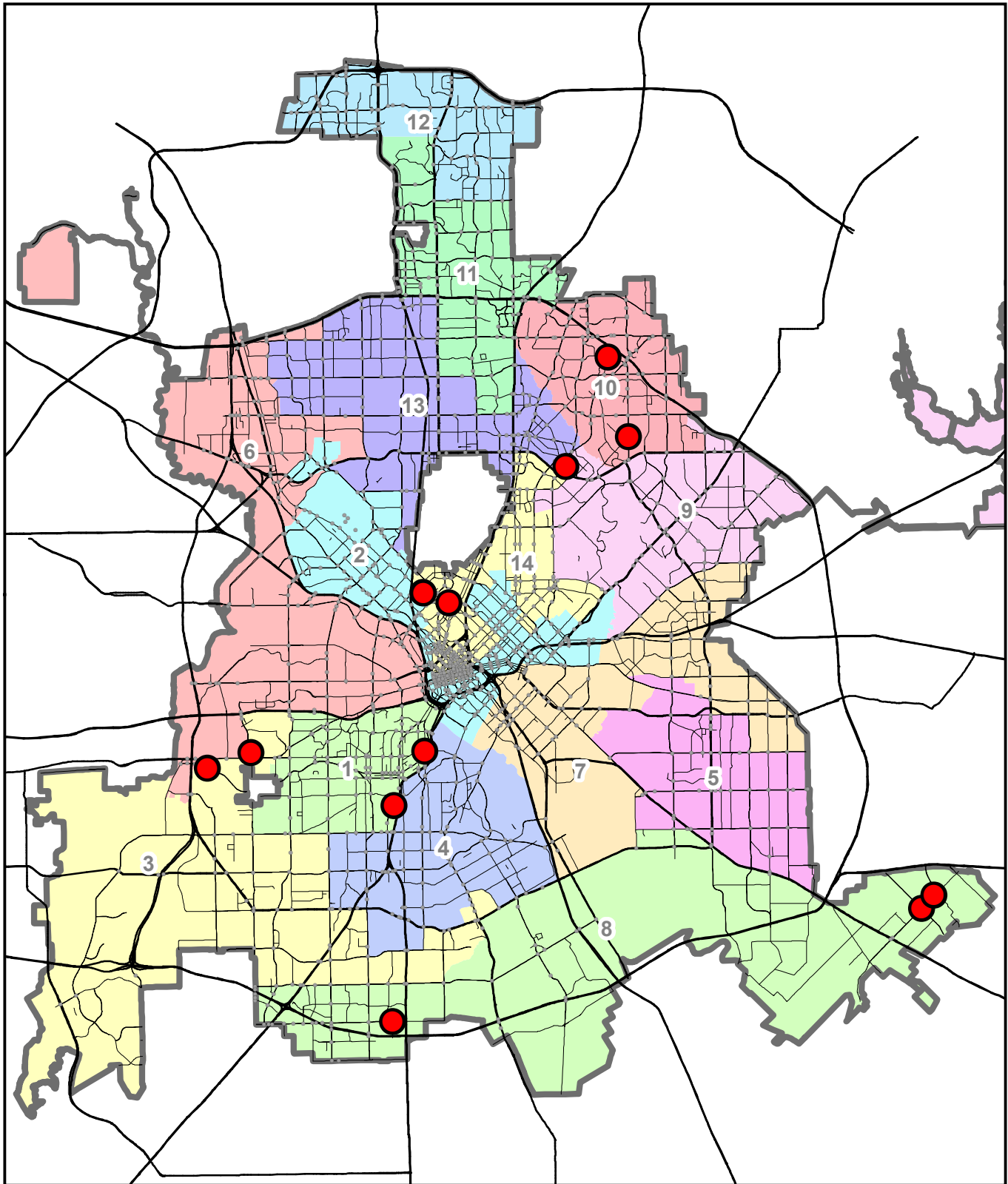
Attached

Kimley-Horn and Associates, Inc. - Traffic Signal Design

| <u>Intersection</u> | <u>Council District</u> |
|--|-------------------------|
| Eighth Street at Ewing Avenue | 1 |
| Pratt Boulevard at Zang Boulevard | 1 |
| Cedar Springs Road at Knight Street | 2, 14 |
| Cockrell Hill Road at Rock Quarry Road | 3, 6 |
| Jefferson Boulevard at Justin Avenue | 6 |
| Belt Line Road at Lawson Road | 8 |
| Belt Line Road at Seagoville Road | 8 |
| Wheatland Road at Willoughby Boulevard/Leigh Ann Drive | 8 |
| Abrams Road at Eastridge Drive | 9 |
| Audelia Road at Forestridge Drive/McCree Road | 10 |
| Ferris Branch Boulevard at Whitehurst Drive | 10 |
| Lemmon Avenue at Travis Street | 14 |

*The remaining four traffic signal locations will be determined at a later date.

Warranted Traffic Signals



Council Districts 1, 2, 3, 6, 8, 9, 10, 14
Mapsco Pages 26-Z, 27-B, 27-U, 35-W, 35-X, 52-D, 52-F, 54-L, 55-A, 70-E, 70-F, 74-C

May 23, 2018

WHEREAS, the City desires to enter into a professional services contract with Kimley-Horn and Associates, Inc., most advantageous proposer of seventeen, to provide traffic signal design services for 16 traffic signals at various intersections and other related tasks, in an amount not to exceed \$470,500.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a professional services contract with Kimley-Horn and Associates, Inc., approved as to form by the City Attorney, to provide traffic signal design services for 16 traffic signals at various intersections and other related tasks, in an amount not to exceed \$470,500.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$470,500 to Kimley-Horn and Associates, Inc., as follows:

| | |
|--|------------------|
| General Fund (subject to annual appropriations) Fund 0001, Department TRN, Unit 3049, Object 4820 Activity THRG, Commodity 91842 Encumbrance/Contract No. MASC-TRN-2018-00006191 Vendor 135447 | \$127,000 |
| 2017 Bond Fund Fund 1V22, Department TRN, Unit VA28, Object 4820 Activity THRG, Program PB17VA28, Commodity 91842 Encumbrance/Contract No. MASC-TRN-2018-00006191 Vendor 135447 | <u>\$343,500</u> |
| Total amount not to exceed | \$470,500 |

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.

AGENDA ITEM # 17

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

May 23, 2018

COUNCIL DISTRICT(S):

All

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

5Z 13Z 26Q 39S 45C R 46B T 54H M 55A 59L 63V W 64P

SUBJECT

Authorize a professional services contract with Lee Engineering, LLC, most advantageous proposer of seventeen, to provide traffic signal design services for 20 traffic signals at various intersections, 150 Radar Vehicle Detection Layout sheets, and other related tasks (list attached) - Not to exceed \$714,158 - Financing: 2017 Bond Funds (\$142,500) and General Funds (\$571,658) (subject to annual appropriations)

BACKGROUND

This action authorizes a professional services contract with Lee Engineering, LLC to provide traffic signal design services for 20 traffic signals at various intersections and other related tasks. Specifically, this action authorizes the design of 16 traffic signals as part of the 2017 Highway Safety Improvement Program (HSIP), plus 4 traffic signals (locations to be determined at a later date). The following HSIP signals will be designed with this contract:

- Clarendon Drive at Zang Boulevard
- Crawford Street at Jefferson Boulevard
- Jefferson Boulevard at Marsalis Avenue
- Capitol Avenue at Haskell Avenue
- Cesar Chavez Boulevard at Hickory Street
- Camp Wisdom Road at Hampton Road
- Polk Street at Red Bird Lane
- Beckley Avenue at Clarendon Drive
- Lake June Road at Masters Drive
- Forest Lane at Marsh Lane
- Atlanta Street at Martin Luther King Jr. Boulevard
- La Prada Drive at Oates Drive
- Gannon Lane at Westmoreland Road
- Arapaho Road at Hillcrest Road
- Fair Oaks Avenue at Pineland Drive
- Gaston Avenue at Munger Avenue

BACKGROUND (continued)

This action will also authorize the preparation of Advanced Radar Vehicle Installation detail sheets for use in the 2017 Bond Program, Signal Synchronization project for up to 150 locations (to be determined).

In May 2017, the City of Dallas released a Request for Qualifications for engineering services for traffic engineering and intelligent transportation systems services.

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

- Department of Transportation (3)
- Department of Public Works (1)
- Dallas Police Department (1)

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, the Office of Procurement Services used its procurement system to send out 1,619 email bid notifications to vendors registered under respective commodities. To further increase competition, the Office of Procurement Services 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, the Office of Business Diversity sent notifications to 25 chambers of commerce and advocacy groups to ensure maximum vendor outreach.

ESTIMATED SCHEDULE OF PROJECT

Began Design May 2018
Complete Design May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

2017 Bond Funds - \$142,500.00

General Funds - \$571,658.00 (subject to annual appropriations)

| <u>Council District</u> | <u>Amount</u> |
|--------------------------------|----------------------|
| 1 | \$ 64,537.20 |
| 2 | \$ 33,871.10 |
| 3 | \$ 27,578.00 |
| 4 | \$ 27,028.00 |
| 5 | \$ 22,062.40 |
| 6 | \$ 5,378.10 |
| 7 | \$ 32,818.60 |
| 8 | \$ 33,093.60 |
| 9 | \$ 10,756.20 |
| 11 | \$ 10,756.20 |
| 12 | \$ 10,756.20 |
| 13 | \$ 46,646.70 |
| 14 | \$ 35,426.10 |
| To Be Determined | <u>\$353,449.60</u> |
| Total Amount | \$714,158.00 |

M/WBE INFORMATION

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

| <u>Contract Amount</u> | <u>Category</u> | <u>M/WBE Goal</u> | <u>M/WBE %</u> | <u>M/WBE \$</u> |
|-------------------------------|--------------------------------|--------------------------|-----------------------|------------------------|
| \$714,158.00 | Architectural & Engineering | 25.66% | 36.84% | \$263,110.00 |

- This contract exceeds the M/WBE goal of 25.66%

PROPOSAL INFORMATION

Statements of Qualifications were received from 17 consultant teams for solicitation number BYZ1712 and opened on June 1, 2017. Based on those responses, the top six teams were shortlisted to receive future project-specific solicitation questionnaires. Responses from all six shortlisted firms for this project were received and opened on November 10, 2017. This contract is being awarded in its entirety to the most advantageous proposer.

PROPOSAL INFORMATION (continued)

| <u>Proposers</u> | <u>Address</u> | <u>Score</u> |
|-----------------------------------|---|---------------------|
| *Lee Engineering Engineers, LLC | 3030 LBJ Frwy., Suite 1660 Dallas, TX 75234 | 77.80% |
| LJA Engineering, Inc. | 6060 N. Central Expwy., Suite 440 Dallas, TX 75206 | 74.00% |
| Brown and Gay Engineers, Inc. | 700 N. Pearl St., Suite 2100 Dallas, TX 75201 | 69.20% |
| Kimley-Horn and Associates, Inc. | 13455 Noel Rd., Suite 700 Dallas, TX 75240 | 62.80% |
| Stantec Consulting Services, Inc. | 2435 N. Central Expwy., Suite 750 Dallas, TX 75080 | 60.60% |
| Freese and Nichols, Inc. | 2711 N. Haskell Ave., Suite 3300 Dallas, TX 75204 | 54.60% |

Statements of Qualifications to solicitation number BYZ1712 were also received from the following consultant teams: Binkley and Barfield, Inc.; Half Associates, Inc.; HDR Engineering, Inc.; Jacobs Engineering Group; Lockwood, Andrews, and Newman, Inc.; Maldonado-Burkett Intelligent Transportation Systems, LLP; Othon, Inc.; RPS Klotz Associates; SE3; Teal Engineering Services, Inc.; and UEG-Urban Engineers, Inc.

OWNER

Lee Engineering, LLC

Joseph T. Short, President
Dharmesh Shah, Vice-President

MAP

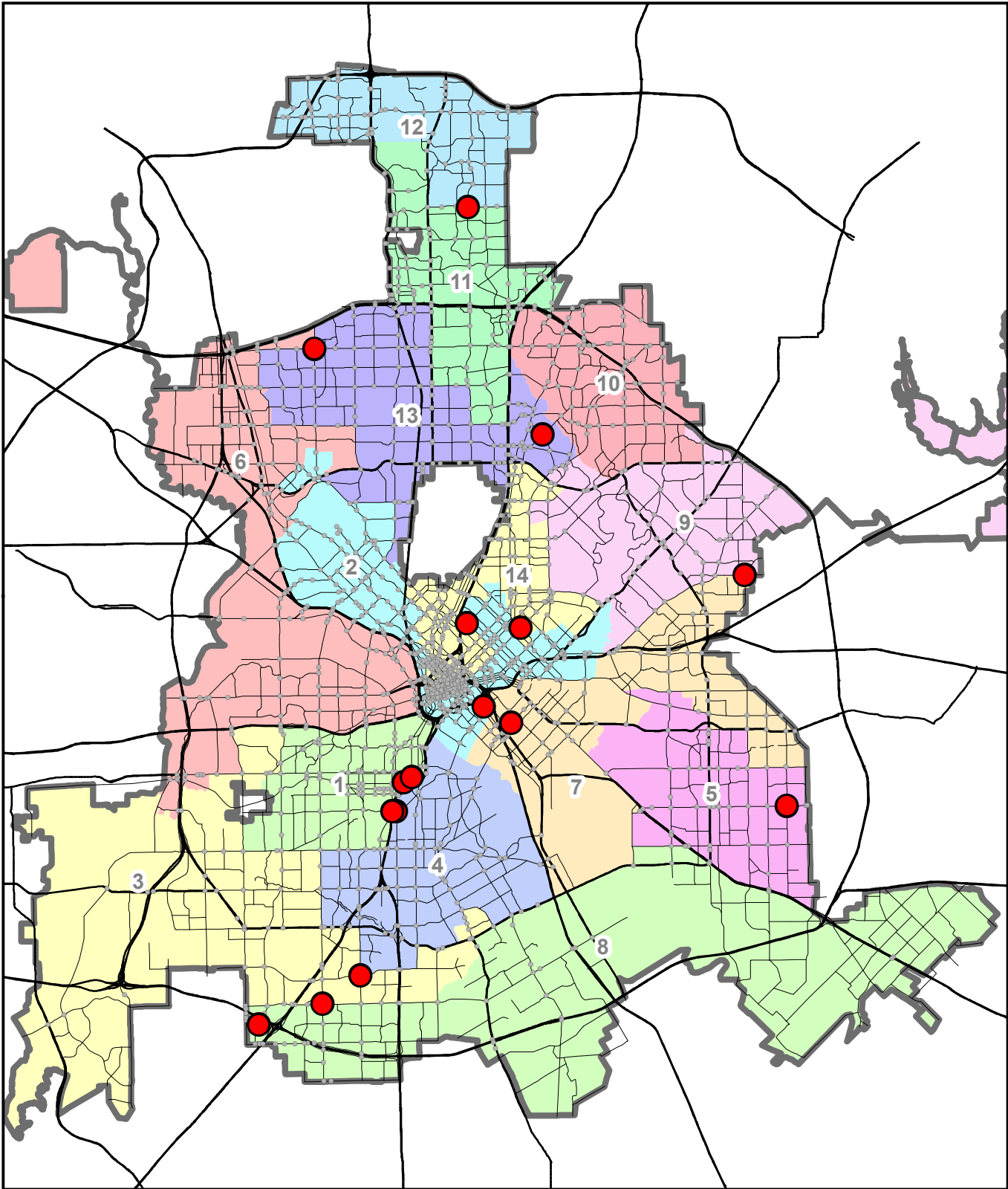
Attached

Lee Engineering, LLC - Traffic Signal Design

| <u>Intersection</u> | <u>Council District</u> |
|--|-------------------------|
| Clarendon Drive at Zang Boulevard | 1 |
| Crawford Street at Jefferson Boulevard | 1 |
| Jefferson Boulevard at Marsalis Avenue | 1 |
| Capitol Avenue at Haskell Avenue | 2, 14 |
| Cesar Chavez Boulevard at Hickory Street | 2 |
| Camp Wisdom Road at Hampton Road | 3, 8 |
| Polk Street at Red Bird Lane | 3, 4 |
| Beckley Avenue at Clarendon Drive | 4 |
| Lake June Road at Masters Drive | 5 |
| Forest Lane at Marsh Lane | 6, 13 |
| Atlanta Street at Martin Luther King Jr. Boulevard | 7 |
| La Prada Drive at Oates Drive | 7, 9 |
| Gannon Lane at Westmoreland Road | 8 |
| Arapaho Road at Hillcrest Road | 11, 2 |
| Fair Oaks Avenue at Pineland Drive | 13 |
| Gaston Avenue at Munger Avenue | 14 |

*The remaining four traffic signal locations will be determined at a later date.

HSIP 2017 Signal Design Locations



Council Districts 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14
Mapsco Pages 5-Z, 13-Z, 26-Q, 39-S, 45-C, 45-R, 46-B, 46-T, 54-H, 54-M, 55-A, 59-L, 63-V, 63-W, 64-P

May 23, 2018

WHEREAS, the City desires to enter into a professional services contract with Lee Engineering, LLC, most advantageous proposer of seventeen, to provide traffic signal design services for 20 traffic signals at various intersections and other related tasks, in an amount not to exceed \$714,158.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a professional services contract with Lee Engineering, LLC, approved as to form by the City Attorney, for traffic signal design services of 20 traffic signals at various intersections and other related tasks, in an amount not to exceed \$714,158.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$714,158 to Lee Engineering, LLC, as follows:

| | |
|--|------------------|
| General Fund (subject to annual appropriations) Fund 0001, Department TRN, Unit 3049, Object 4820 Activity THRG, Commodity 91842 Encumbrance/Contract No. MASC-TRN-2018-00006219 Vendor VS0000028744 | \$571,658 |
| 2017 Bond Fund Fund 1V22, Department TRN, Unit VA27, Object 4820 Activity THRG, Program PB17VA27, Commodity 91842 Encumbrance/Contract No. MASC-TRN-2018-00006219 Vendor VS0000028744 | <u>\$142,500</u> |
| Total amount not to exceed | \$714,158 |

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

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

May 23, 2018

COUNCIL DISTRICT(S):

14

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

45L

SUBJECT

Authorize **(1)** the receipt and deposit of funds in an amount not to exceed \$375,000 from Parks for Downtown Dallas/Pacific Plaza LLC, for material, equipment and labor provided by the City related to the reconstruction of two existing traffic signals on Harwood Street at Live Oak Street and St. Paul Street at Pacific Avenue/Live Oak Street; and **(2)** an increase in appropriations in an amount not to exceed \$375,000 in the Capital Projects Reimbursement Fund - Not to exceed \$375,000 - Financing: Capital Projects Reimbursement Funds

BACKGROUND

Parks for Downtown Dallas (PfDD)/Pacific Plaza LLC, is constructing Pacific Plaza, a new downtown park bounded by Harwood Street, St. Paul Street, and Pacific Avenue, and includes the closure of Live Oak Street between St. Paul Street and Harwood Street. To accommodate the new traffic patterns resulting from this street closure, the existing traffic signals on Live Oak Street at both Harwood Street and at St. Paul Street need to be fully reconstructed. PfDD/Pacific Plaza LLC is committing \$375,000 to the City for this traffic signal construction work. This represents 100 percent of the estimated traffic signal construction costs. Construction will be performed using existing City of Dallas master agreements for traffic signal construction.

PfDD/Pacific Plaza LLC, understands that, upon City Council approval of the required funding, funds in the amount of \$375,000 are to be deposited with the City of Dallas before any signal-related materials or labor can be provided by the City and its contractor.

It is understood that the final construction cost will be determined by the City upon completion of the project, and that PfDD/Pacific Plaza LLC, will be refunded any unused funds.

BACKGROUND (continued)

This estimate includes all City of Dallas signal equipment, materials and labor associated with modifications of the signalized locations.

| <u>Intersection</u> | <u>Council District</u> |
|---|-------------------------|
| Harwood Street at Live Oak Street | 14 |
| St. Paul Street at Pacific Avenue/Live Oak Street | 14 |

ESTIMATED SCHEDULE OF PROJECT

Begin Construction June 2018
Complete Construction March 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on May 14, 2018.

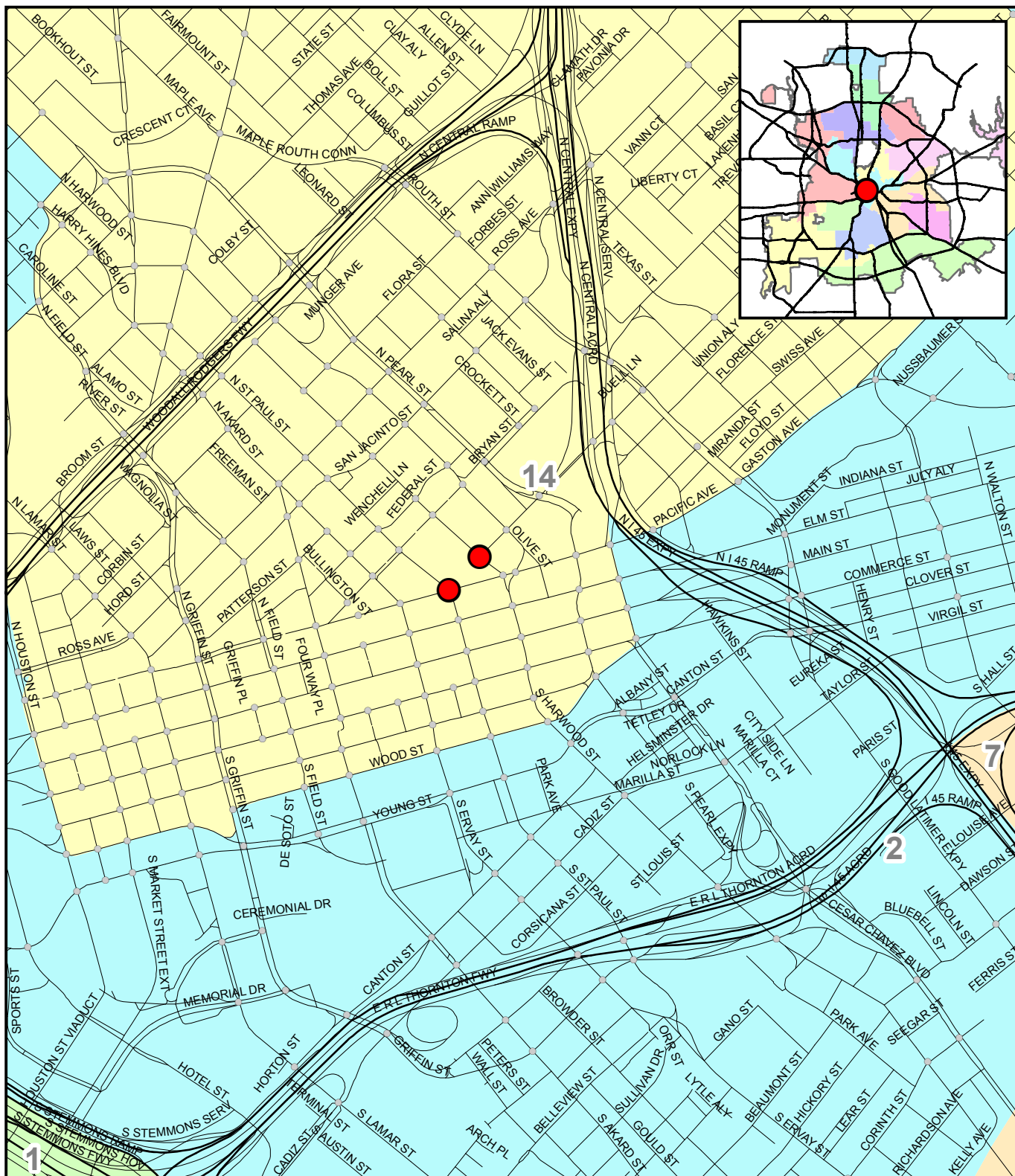
FISCAL INFORMATION

Capital Projects Reimbursement Funds - \$375,000

MAP

Attached

Pacific Plaza Traffic Signal Upgrades



Council District 14
Mapsc0 Page 45-L

May 23, 2018

WHEREAS, Parks for Downtown Dallas (PfDD)/Pacific Plaza LLC, is constructing Pacific Plaza, a new downtown park located between Harwood Street and St. Paul Street north of Pacific Avenue; and

WHEREAS, the development requires the reconstruction of a two existing traffic signals at the intersections of Harwood Street at Live Oak Street and St. Paul Street at Pacific Avenue/Live Oak Street; and

WHEREAS, PfDD/Pacific Plaza LLC, has agreed to reimburse the City of Dallas for material, equipment and labor costs related to the construction of the two traffic signals.

Now, Therefore,

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

SECTION 1. That the Chief Financial Officer is hereby authorized to receive and deposit funds from Parks for Downtown Dallas/Pacific Plaza LLC, in an amount not to exceed \$375,000 in the Capital Projects Reimbursement Fund, Fund 0556, Department TRN, Unit W064, Revenue Code 8492.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$375,000 in the Capital Projects Reimbursement Fund, Fund 0556, Department TRN, Unit W064, Object 4820, Activity THRG, Program TPW06416.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds received from PfDD/Pacific Plaza LLC, in an amount not to exceed \$375,000 from Capital Projects Reimbursement Fund, Fund 0556, Department TRN, Unit W064, Object 4820, Activity THRG, Program TPW06416 for services related to the reconstruction of two existing traffic signals.

SECTION 4. That the Chief Financial Officer is hereby authorized to refund PfDD/Pacific Plaza LLC any unused funds.

SECTION 5. That this contract is designated as Contract No. TRN-2018-00006406.

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

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Transportation

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45F K

SUBJECT

Authorize **(1)** the receipt and deposit of funds in an amount not to exceed \$69,611 from RED Development, LLC, for material, equipment and labor provided by the City related to the construction of two new traffic signals on Akard Street at Ashland Street and Field Street at Ashland Street; and a reconstruction of the existing traffic signal on Cedar Springs Road and Field Street; and **(2)** an increase in appropriations in an amount not to exceed \$69,611 in the Capital Projects Reimbursement Fund - Not to exceed \$69,611 - Financing: Capital Projects Reimbursement Funds

BACKGROUND

RED Development, LLC is constructing a new mixed-use development located between Akard and Field Streets north of Woodall Rodgers Freeway. The traffic impact study for this project dated, August 7, 2014, identified the need for two new traffic signals adjacent to the site at the intersections of Akard at Ashland Streets and Field at Ashland Streets. In addition, utility relocations needed for the project impacted the existing traffic signal at the intersection of Cedar Springs Road and Field Street and created a need for a full reconstruction of the signal. All three traffic signals will be constructed by the developer as part of the construction project.

In order to remain consistent with existing traffic signal equipment in the City system, City forces will provide material and equipment for the intersection, as well as the labor to prepare the traffic control cabinet and the timing of the signal. RED Development, LLC, has agreed to pay the full cost for all City material, equipment and labor toward the project.

RED Development, LLC, understands that, upon City Council approval of the required funding, funds in the amount of \$69,610.94 are to be deposited with the City of Dallas before any signal-related materials or labor can be provided by the City.

BACKGROUND (continued)

It is understood that the final construction cost will be determined by the City upon completion of the project, and that RED Development, LLC, will be billed for any amount over the prepayment amount or refunded any unused funds.

This estimate includes all City of Dallas signal equipment, materials and labor associated with modifications of the signalized location.

| <u>Intersection</u> | <u>Council District</u> |
|-------------------------------------|-------------------------|
| Akard Street and Ashland Street | 14 |
| Field Street and Ashland Street | 14 |
| Cedar Springs Road and Field Street | 14 |

ESTIMATED SCHEDULE OF PROJECT

Begin Construction June 2018
Complete Construction February 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability on May 14, 2018.

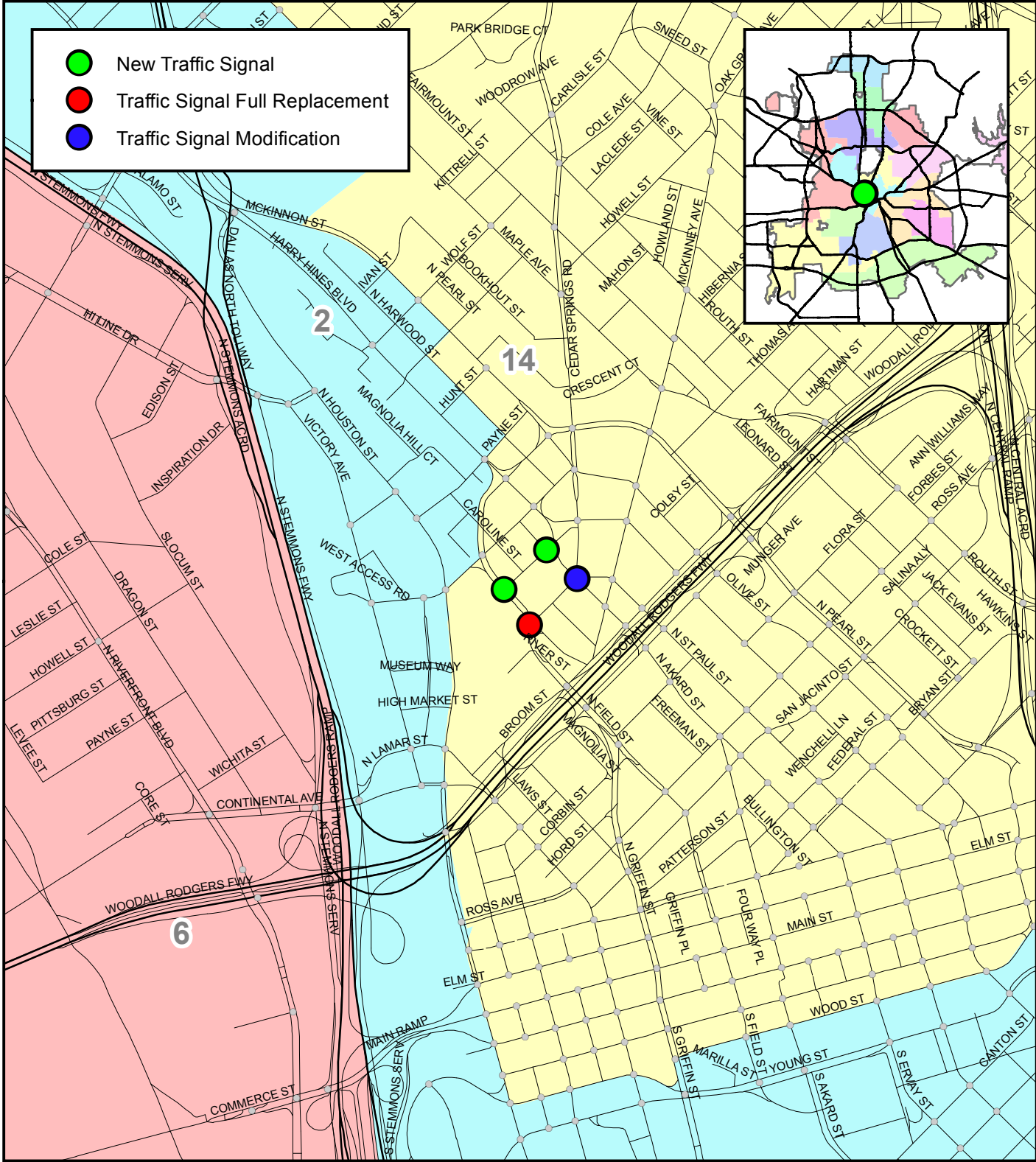
FISCAL INFORMATION

Capital Projects Reimbursement Funds - \$69,610.94

MAP

Attached

The Union Traffic Signal Upgrades



**Council District 14
Mapsko Page 45-F, 45-K**

May 23, 2018

WHEREAS, RED Development, LLC, is constructing a new mixed-use development located between Akard and Field Streets north of Woodall Rodgers Freeway; and

WHEREAS, the development requires the construction of a two new traffic signals at the intersections of Akard and Ashland Streets and Field and Ashland Streets; and

WHEREAS, the development requires the reconstruction of the existing traffic signal at the intersection of Cedar Springs Road and Field Street; and

WHEREAS, RED Development, LLC, has agreed to reimburse the City of Dallas for material, equipment and labor costs related to the construction of the three traffic signals.

Now, Therefore,

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

SECTION 1. That the Chief Financial Officer is hereby authorized to receive and deposit funds in an amount not to exceed \$69,610.94 from RED Development, LLC in the Capital Projects Reimbursement Fund, Fund 0556, Department TRN, Unit W064, Revenue Code 8492.

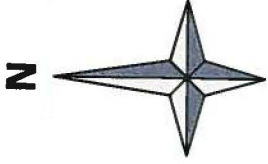
SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$69,610.94 in the Capital Projects Reimbursement Fund, Fund 0556, Department TRN, Unit W064, Object 4820, Activity THRG, Program TPW06416.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$69,610.94 received from RED Development, LLC, from Capital Projects Reimbursement Fund, Fund 0556, Department TRN, Unit W064, Object 4820, Activity THRG, Program TPW06416 for services related to the construction of the new traffic signal.

SECTION 4. That the Chief Financial Officer is hereby authorized to refund RED Development, LLC any unused funds.

SECTION 5. That this contract is designated as Contract No. TRN-2018-00006407.

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.



WHITE ROCK CREEK

AREA TO BE ABANDONED

BLOCK 66122

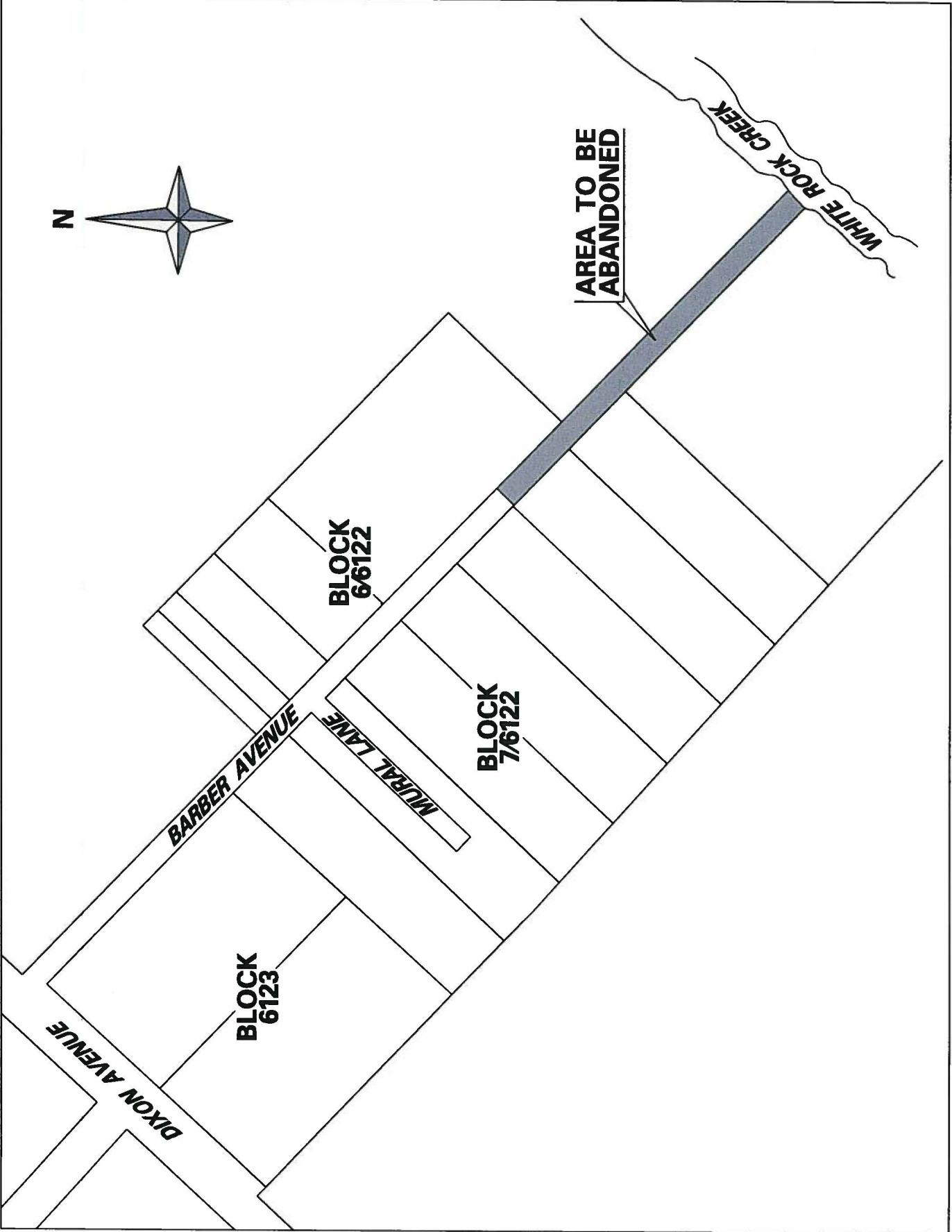
BLOCK 76122

BLOCK 6123

BARBER AVENUE

MURBAL LANE

DIXON AVENUE




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 and/or crediting of the monetary consideration set forth in Section 3, plus the fee for the publishing of this ordinance, the Director of Department of Sustainable Development and Construction, or designee shall record same. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant City Attorney

BY: 
Assistant Director

Passed _____.

Field Notes Describing
a 15,273 Square Foot (0.351 Acre)
Portion of Barber Avenue
To Be Abandoned, Closed and Vacated

Being a 15,273 Square Foot (0.351 Acre) portion of Barber Avenue, a 30-foot wide street Right-of-Way by the South Dallas Gardens Addition, an addition to the City of Dallas dated June 4, 1913 and recorded in Volume 1, Page 448 or the Map Records of Dallas County, Texas, said property lying in the Thomas Lagow Survey, Abstract Number 759, in the City and County of Dallas, Texas, between City Blocks 7/6122 and 6/6122 (Official City of Dallas Block Numbers), and being more particularly described as follows:

BEGINNING at a 5/8-inch diameter iron rod with cap marked "CITY OF DALLAS" set on the Southeast Right-of-Way line of said Barber Avenue, at the most Westerly corner of the herein described tract of land, from which the most Easterly corner of Lot 13 of Block 7/6122 bears North 45°49'40" West a distance of 2.00 feet:

THENCE North 44°10'20" East, over and across Barber Avenue a distance of 30.00 feet to a 5/8-inch diameter iron rod with cap marked "CITY OF DALLAS" set in the Northeast Right-of-Way line of Barber Avenue, being also the most Northerly corner of the herein described tract of land:

THENCE South 45°49'40" East with the said Northeast line of Barber Avenue a distance of 507.79 feet to the high-bank of White Rock Creek, being also the most Easterly corner of the herein described tract of land (not monumented):

THENCE South 39°07'44" West, over and across Barber Avenue and with the said high-bank of White Rock Creek a distance of 30.12 feet to the intersection with the above said Southwest line of Barber Avenue:

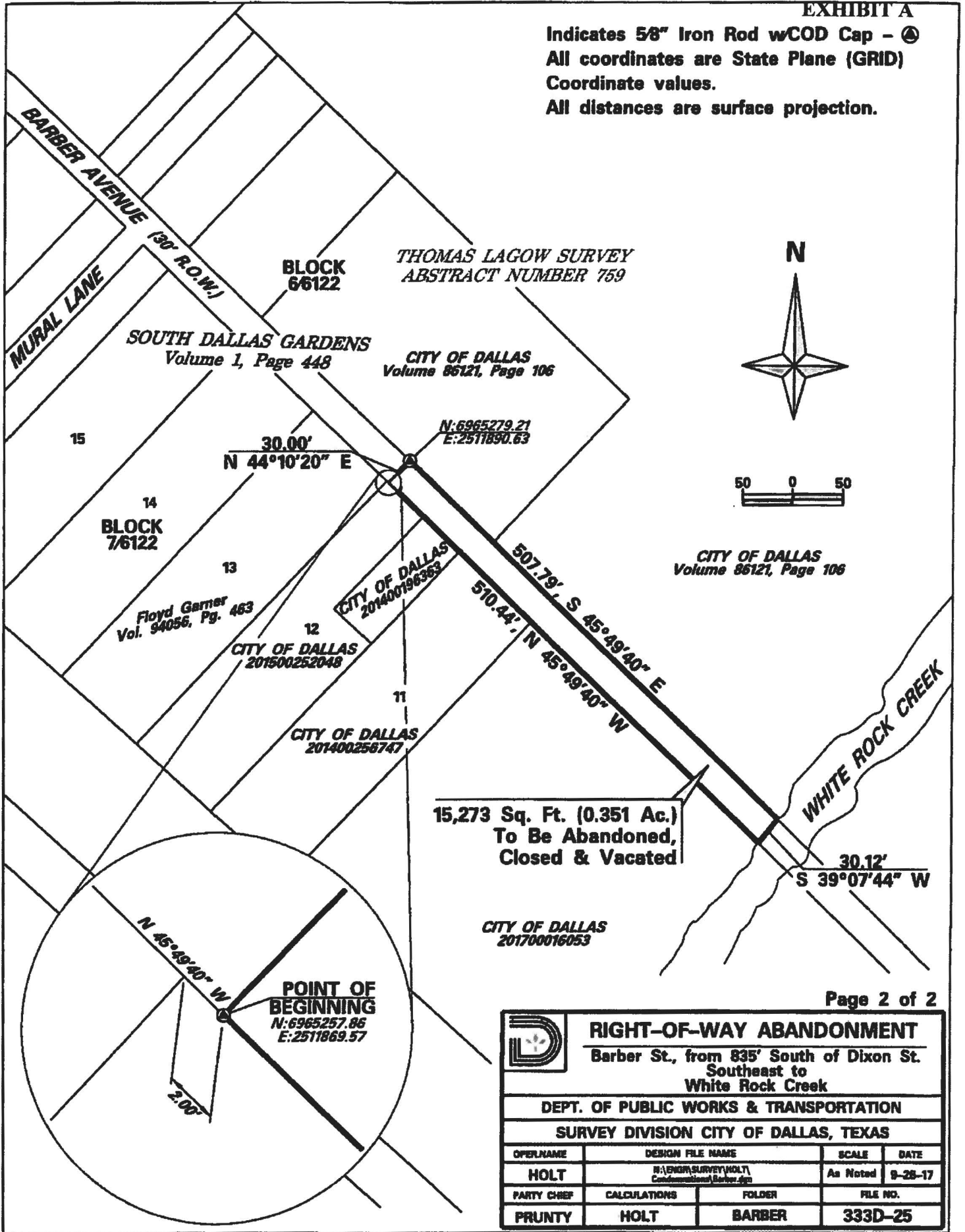
THENCE North 45°49'40" West, with the said Southwest line of Barber Avenue a distance of 510.44 feet to the **POINT OF BEGINNING**, containing 15,273 Square Feet, or 0.351 Acres of land.

BASIS OF BEARINGS: Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).

Scott Holt
9/20/2017



Indicates 5/8" Iron Rod wCOD Cap - \odot
 All coordinates are State Plane (GRID)
 Coordinate values.
 All distances are surface projection.



CITY OF DALLAS
 Volume 86121, Page 106

15,273 Sq. Ft. (0.351 Ac.)
 To Be Abandoned,
 Closed & Vacated

CITY OF DALLAS
 201700016053


| | | | |
|---|--|----------|----------|
|  RIGHT-OF-WAY ABANDONMENT Barber St., from 835' South of Dixon St. Southeast to White Rock Creek | | | |
| | | | |
| OPERNAME | DESIGN FILE NAME | SCALE | DATE |
| HOLT | N:\ENR\SURVEY\HOLT Conditional\Barber.dgn | As Noted | 9-28-17 |
| PARTY CHIEF | CALCULATIONS | FOLDER | FILE NO. |
| PRUNTY | HOLT | BARBER | 333D-25 |

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.

AGENDA ITEM # 27

**STRATEGIC
PRIORITY:**

Government Performance and Financial Management

AGENDA DATE:

May 23, 2018

COUNCIL DISTRICT(S):

2, 3

DEPARTMENT:

Office of Procurement Services
Department of Aviation

CMO:

Elizabeth Reich, 670-7804
Jody Puckett, 670-3390

MAPSCO:

34E 63L

SUBJECT

Authorize Supplemental Agreement No. 1 to increase the service contract with CP&Y, Inc. for maintenance, support and integration of the newly constructed deicing pads, including one deicing control panel, a set of deicing valves, and to integrate the existing Outfall Closure Devices Control Systems at Dallas Love Field and Dallas Executive airports for the Department of Aviation - Not to exceed \$339,052, from \$1,356,216 to \$1,695,268 - Financing: Aviation Current Funds (subject to annual appropriations)

BACKGROUND

This Supplemental Agreement will add maintenance, support and integration of the newly constructed deicing pads at Dallas Love Field (DAL), including one deicing control panel and a set of deicing valves. The deicing control panel allows the system operator to remotely control the valves in the deicing fluid vaults. Depending on the status of the deicing valves (open or closed), the operator is able to divert the deicing fluid appropriately depending on the current weather conditions. The deicing valve control system will also be integrated with the Outfall Closure Devices Control System (OCDS) and the Supervisory Control and Data Acquisition (SCADA) system. SCADA is an application that retrieves data from the OCDS in order to control and optimize the operation of the OCDS.

The current Outfall Closure Devices Control Systems consists of two independent systems: one at DAL and one at Dallas Executive formerly Red Bird (RBD) airport. The systems control stormwater outfall gates at various discharge points along the perimeter of the airports. This Agreement will integrate the DAL and RBD OCDS resulting in a single merged system. This will allow for the remote monitoring and control of both locations with one seamless interface.

BACKGROUND (continued)

In 2015, Council approved a maintenance and support agreement for Aviation's large scale hazardous containment system at DAL and RBD airports. This system protects and preserves surrounding land and water areas from an environmental hazard by automated sliding gates to route and contain hazardous liquid inside specialized containers on airport property. There are six such gates at DAL and four at RBD.

Maintenance includes:

- Annual on-site inspection of Deicing Control Panel and valves
- Grease all service points and inspect equipment for wear in accordance with manufacturer's service recommendations
- Check Deicing Control Panel for functionality, condition of components and document condition
- Compare equipment condition with its recorded condition from the previous assessment
- Inspect actuators
- Inspect containers
- Cleaning and maintenance of gate equipment
- SCADA system maintenance

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 10, 2015, City Council authorized a five-year service contract, with three one-year renewal options, for maintenance and support of a large scale hazardous containment system for Aviation with CP&Y, Inc. by Resolution No. 15-1045.

The Mobility Solutions, Infrastructure & Sustainability Committee will receive this item for consideration on May 14, 2018.

FISCAL INFORMATION

Aviation Current Funds - \$339,052.00 (subject to annual appropriations)

| <u>Council District</u> | <u>Amount</u> |
|--------------------------------|----------------------|
| 2 | \$326,919.22 |
| 3 | <u>\$ 12,132.78</u> |
| Total | \$339,052.00 |

M/WBE INFORMATION

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

| <u>Contract Amount</u> | <u>Category</u> | <u>M/WBE Goal</u> | <u>M/WBE %</u> | <u>M/WBE \$</u> |
|-------------------------------|------------------------|--------------------------|-----------------------|------------------------|
| \$339,052.00 | Other Services | 23.80% | 91.45% | \$310,052.00 |

- Supplemental Agreement No. 1 – 91.45% M/WBE participation
- This contract exceeds the M/WBE goal of 23.80%, and has a 89.09% Overall M/WBE participation

OWNER

CP&Y, Inc.

W. Walter Chiang, President
Pete K. Patel, Vice President

May 23, 2018

WHEREAS, on June 10, 2015, City Council authorized a five-year service contract, with three one-year renewal options, for maintenance and support of a large scale hazardous containment system for Aviation with CP&Y, Inc., in an amount not to exceed \$1,356,215.70, by Resolution No. 15-1045.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign Supplemental Agreement No. 1 to increase the service contract with CP&Y, Inc. (080659), approved as to form by the City Attorney, for maintenance, support and integration of the newly constructed deicing pads, including one deicing control panel and a set of deicing valves, and to integrate the existing Outfall Closure Devices Control Systems at Dallas Love Field and Dallas Executive airports for the Department of Aviation, in an amount not to exceed \$339,052.00, increasing the service contract amount from \$1,356,215.70 to \$1,695,267.70.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$339,052.00 (subject to annual appropriations) to CP&Y, Inc. from Master Agreement Service Contract No. MASC-AVI-2018-00005975.

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.

May 23, 2018

SECTION 14. That in the event the PROPERTY HARWOOD acquisition closes, the Chief Financial Officer is hereby authorized and directed to deposit funds in accordance with the terms and conditions of any assumed lease(s) as follows:

Capital Gifts, Donation and Development Fund
Fund 0530, Department PKR, Unit W307
Activity DWTN, Program PKHRWDPK
Revenue Code 8471 or Revenue Code 744A

SECTION 15. That CITY is to have possession and/or use, as applicable, of the PROPERTY WEST and PROPERTY HARWOOD, respectively, at closing; and in accordance with the Downtown Parks Agreement, Downtown Parks Developer will pay any title expenses and closing costs.

SECTION 16. That the funds expended by the Developer for artwork at Carpenter Park satisfy the percentage assessment for public art requirement in the Public Art Ordinance for both the private and 2017 Bond Program funding applicable to the parks subject of the Downtown Parks Agreement.

SECTION 17. That CITY, through its Park and Recreation Department, use any remaining portion of the CITY's Pacific Plaza environmental allocation for PROJECT 1, PROJECT 2, and PROJECT 3.

SECTION 18. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney


BY: 
Assistant City Attorney

Exhibit A

Field Notes Describing Land To Be Acquired
in Block 25/67, Lot 5A
From LAZ/LA III Texas 1, LP

Being situated in the John Neely Bryan Survey, Abstract No. 149, Dallas County, Texas, and being all of Lot 5A, Block 65/27 (Official City of Dallas Block Numbers) of the Market Point I Addition, an addition to the City of Dallas recorded in Volume 85070, Page 2990 of the Deed Records of Dallas County, and being all of the property conveyed to LAZ/LA III Texas 1, LP, by deed dated April 8, 2008 and recorded in Instrument Number 20080124864 of the Official Public Records of Dallas County, Texas and containing approximately 34,000 Square Feet, or 0.781 Acres of land, according to the plat thereof.

This description is approved as to form.



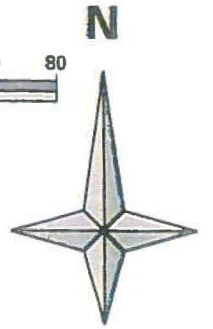
Scott Holt, RPLS
Survey Program Manager
Office of the Chief City Surveyor
Public Works Department

2/2/2012

Date:

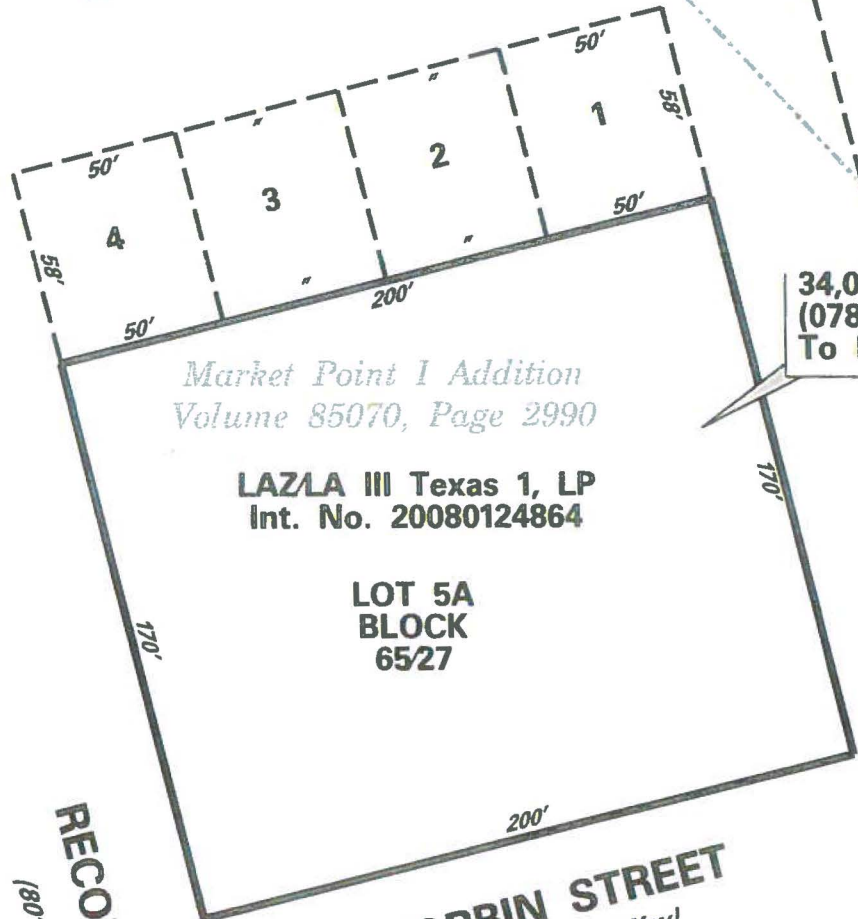


Exhibit A



BLOCK 3/205

*John Grigsby Survey
Abstract No. 495*



*Market Point I Addition
Volume 85070, Page 2990*

**LAZLA III Texas 1, LP
Int. No. 20080124864**

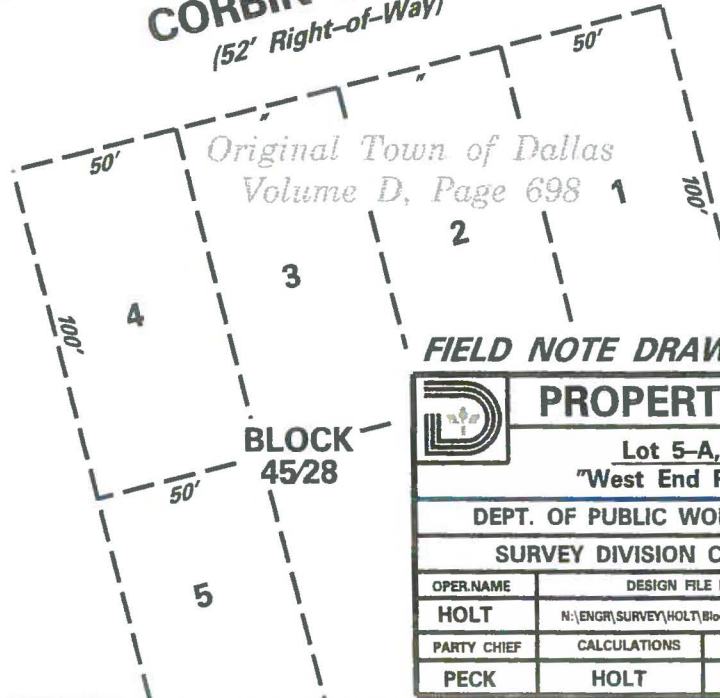
**LOT 5A
BLOCK
65/27**

**34,000 Square Foot
(0781 Acre) Tract
To Be Acquired**

RECORD STREET
(180' Right-of-Way)

CORBIN STREET
(52' Right-of-Way)

MARKET STREET
(180' Right-of-Way)




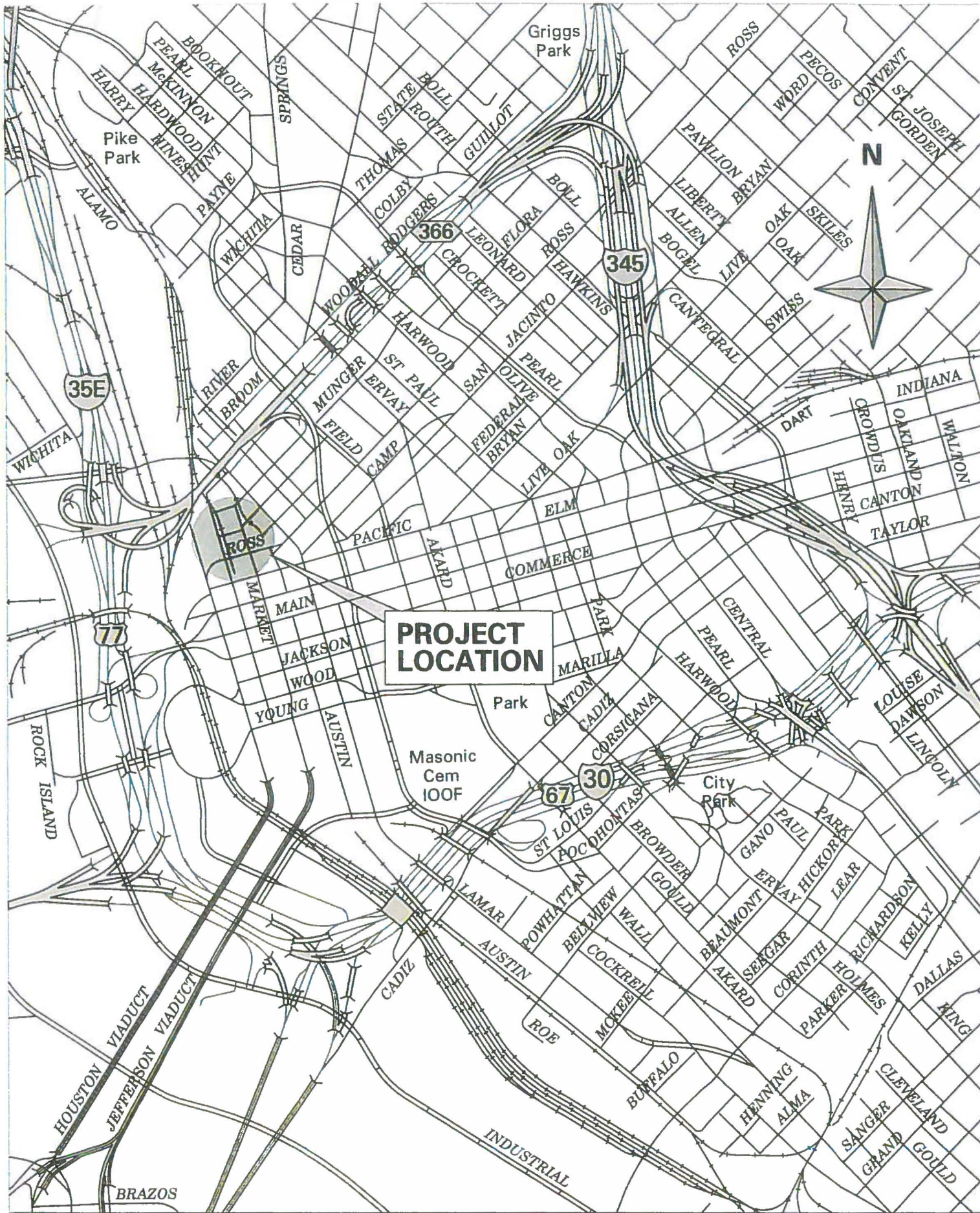
*Original Town of Dallas
Volume D, Page 698*

BLOCK 45/28

*John Neely Bryan
Survey
Abstract No. 149*

FIELD NOTE DRAWING Sheet 2 of 2

| | | | |
|---|---|-------------|----------|
|  <p>PROPERTY ACQUISITION</p> <p>Lot 5-A, Block 65/27 "West End Plaza;" PBOU757</p> | | | |
| | | | |
| OPER.NAME | DESIGN FILE NAME | SCALE | DATE |
| HOLT | N:\ENGR\SURVEY\HOLT\Block 65-27\Field Notes.dgn | As Noted | 2-2-12 |
| PARTY CHIEF | CALCULATIONS | FOLDER | FILE NO. |
| PECK | HOLT | BLOCK 65/27 | 044D-45 |



WEST END PLAZA - PBOU757

EXHIBIT D

BOUNDARY SURVEY

PACIFIC PARK PLAZA
DALLAS, TX

DATE: 02.09.2017
REVISION: DATE:
CHECKED BY: LMS
www.salcedogroup.com

Salcedo Group, Incorporated
Civil Engineers - Surveyors
Phone: (214) 412-3125, Fax: (214) 412-3089
110 S.W. 2nd St - Grand Prairie, Texas 75028

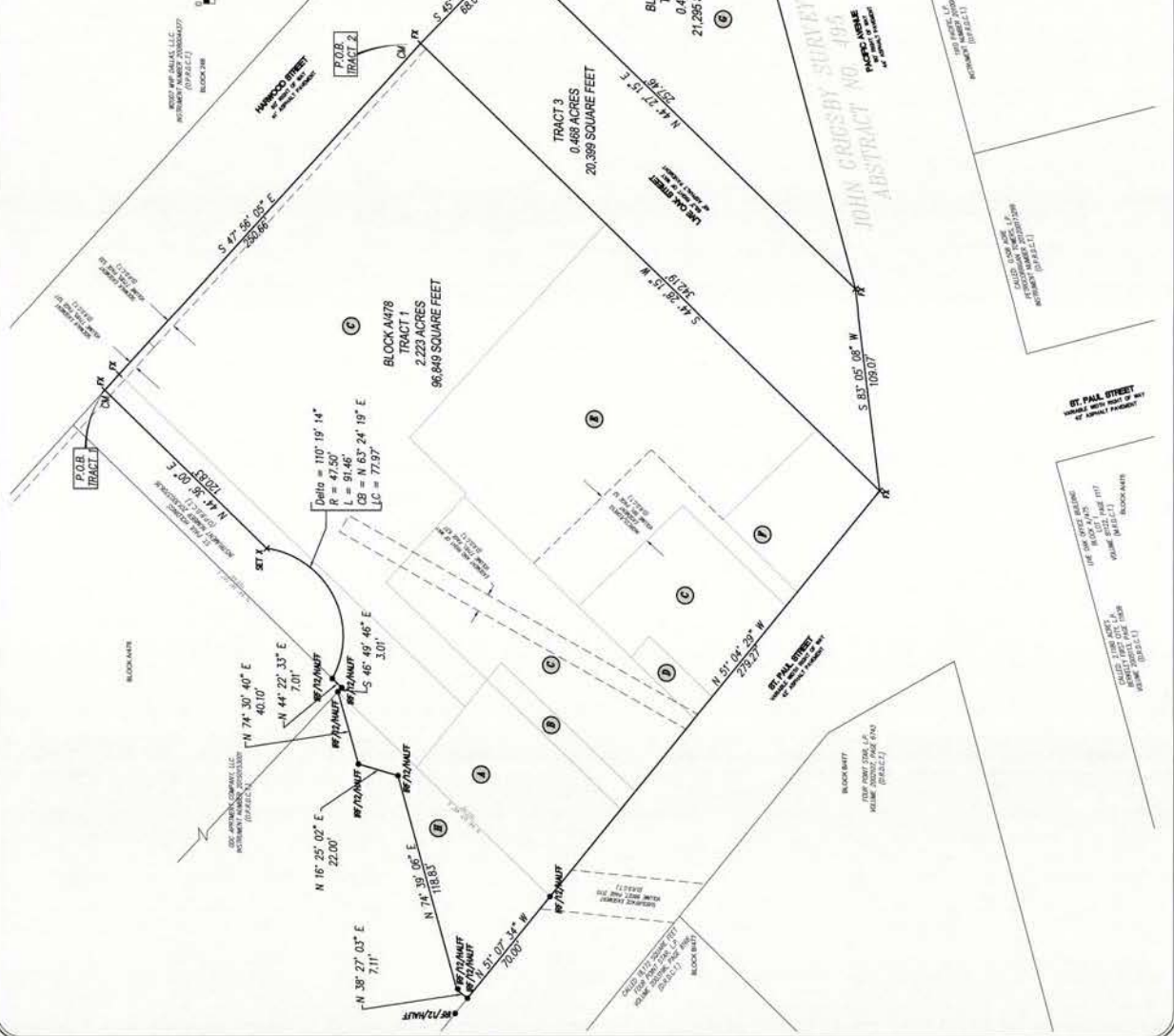
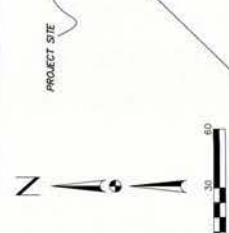
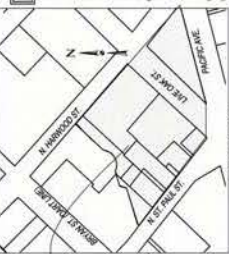


10

58 Project No. 16673

Legend of Symbols & Abbreviations

| | |
|------------------------|----------------------|
| 1.00 FT. CURB | 1.00 FT. CONC. CONC. |
| 2.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 4.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 6.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 8.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 10.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 12.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 14.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 16.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 18.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 20.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 22.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 24.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 26.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 28.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 30.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 32.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 34.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 36.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 38.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 40.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 42.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 44.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 46.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 48.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 50.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 52.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 54.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 56.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 58.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 60.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 62.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 64.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 66.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 68.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 70.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 72.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 74.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 76.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 78.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 80.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 82.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 84.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 86.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 88.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 90.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 92.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 94.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 96.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 98.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |
| 100.00 FT. CONC. CONC. | 1.00 FT. CONC. CONC. |



BOUNDARY SURVEY
3.181 AC. TRACT
SCALE 1" = 30'
3.181 ACRES 138,543 SQUARE FEET DATE: 02.09.2017
SHOWN IN THE
JOHN GROSSBY SURVEY - ABSTRACT NO. 495
IN THE
CITY OF DALLAS, DALLAS COUNTY, TEXAS
ENCLOSURE NO. 1
LIONEL B. SALCEDO
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS
EXPIRES 02/09/2020
PACIFIC PARK PLAZA
DALLAS, TEXAS

EXHIBIT D

Miscellaneous Notes

MN1 Some markers shown on this survey may be shown out of place for clarity.
MN2 Dimensions on this plat are expressed in feet and decimal parts thereof, unless otherwise noted.
MN3 The book of bearings for this survey is the Texas State Plan, North Central Zone, Grids.

Items Corresponding to Schedule B

EASEMENT NOTES

106. Easement granted by Republic National Bank of Dallas to the City of Dallas, dated 09/22/1977, recorded in Volume 77185, Page 457, Real Property Records, Dallas County, Texas. (Afflicts Tract 1)

108. Easement granted by Republic National Bank of Dallas to the City of Dallas, dated 09/22/1977, recorded in Volume 77185, Page 332, Real Property Records, Dallas County, Texas. (Afflicts Tract 1)

109. Easement granted by Republic National Bank of Dallas to the City of Dallas, dated 09/22/1977, recorded in Volume 77185, Page 303, Real Property Records, Dallas County, Texas. (Afflicts Tract 1)

109. Easement granted by Republic National Bank of Dallas to the City of Dallas, dated 09/22/1977, recorded in Volume 77185, Page 303, Real Property Records, Dallas County, Texas. (Afflicts Tract 1)

124. Affecting by Release dated 11/25/1975, recorded in Volume 77222, Page 656, Real Property Records, Dallas County, Texas. (Afflicts Tract 1)

130. Terms, conditions, covenants, and statements contained in City of Dallas Ordinance No. 16306, dated 02/09/1988, recorded in Volume 88027, Page 2110, Real Property Records, Dallas County, Texas. (When on survey)

136. Terms and provisions of easement created in Warranty Deed from Herbert L. Rice, et al, dated 06/11/1979, recorded in Volume 563, Page 152, Real Property Records, Dallas County, Texas. (When on survey)

136. Terms and provisions of easement created in Warranty Deed from Herbert L. Rice, et al, dated 06/11/1979, recorded in Volume 563, Page 152, Real Property Records, Dallas County, Texas. (When on survey)

Utility Notes

UN1 Where shown on this plat, all 30" and 24" water mains are shown. (When on survey)

3.181 AC. TRACT

3.181 ACRES 138.443 SQUARE FEET DATE: 02.08.2017
SCALE: 1" = 30'

PREPARED BY:
JOHN GROSSBY-SURVEYOR - ABSTRACT NO. 405
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SALCEDO GROUP, INC.
LARRY SALCEDO
TELLER SALCEDO
TELLER SALCEDO
SALCEDO GROUP, INC.

Texas P.E. F-5482 License 10072800

LEGAL DESCRIPTION

TRACT 1

All that certain lots, tract or parcel of land, part of City Block 4/478, part of the John Griggley Survey, Abstract Number 485, City of Dallas, Dallas County, Texas (D.A.R.C.T.1) and all of those certain tracts described in deeds to the City of Dallas recorded in Instrument Number 2000020267025, Instrument Number 20000067856, Sew and Except Instrument Number 201300370636 conveyed to St. Paul Holdings, L.P., Instrument Number 20070070203, Instrument Number 201000156882, and Instrument Number 201000156884 of the Official Public Records of Dallas County, Texas (D.P.R.D.C.T.1) and being more completely described as follows, to-wit:

BEGNNING of a "Y" cut (found) for the North corner of the above mentioned City of Dallas tract recorded in Instrument Number 20080067856, the East corner of a tract of a lot described as a deed to St. Paul Holdings recorded in Instrument Number 201300370636 (D.P.R.D.C.T.1), in the Southwest right of way line of Harwood Street (80 foot right of way).

THENCE South 47 degrees 56 minutes 05 seconds East with the Southwest right of way line of Harwood Street, a distance of 250.66 feet to a "Y" cut (found) for the East corner of said City of Dallas tract recorded in Instrument Number 20080067856, at the intersection of the Southwest right of way line of Harwood Street with the North right of way line of Live Oak Street (68.3 foot right of way).

THENCE South 44 degrees 28 minutes 15 seconds West with the Northwest right of way line of Live Oak Street, a distance of 142.19 feet to a "Y" cut (found) for the South corner of the above mentioned City of Dallas tract recorded in Instrument Number 20080067856, at the intersection of the Southwest right of way line of Live Oak Street with the North right of way line of St. Paul Street (variable width with right of way).

THENCE North 51 degrees 04 minutes 29 seconds West with the Northwest right of way line of St. Paul Street, a distance of 279.27 feet to a 3/4" iron Rod with Yellow Cap marked "HAUT" (found) for the West corner of the above mentioned Tract for Public Land tract.

THENCE N 51° 07' 34" W with the Northwest right of way line of St. Paul Street, a distance of 70.00 feet to a 3/4" iron Rod with Yellow Cap marked "HAUT" (found) for the West corner of above mentioned City of Dallas tract recorded in Instrument Number 201300370637 and being on the Northeast line of St. Paul Street.

THENCE departing said Northeast line of St. Paul Street with the following bearings and distances along the Southeast line of said St. Paul Holdings tract:

North 38° 27' 03" East, a distance of 7.11 feet, to a 3/4" iron Rod with Yellow Cap marked "HAUT" (found);
North 74° 39' 06" East, a distance of 118.83 feet, to a 3/4" iron Rod with Yellow Cap marked "HAUT" (found);
North 74° 50' 03" East, a distance of 22.02 feet, to a 3/4" iron Rod with Yellow Cap marked "HAUT" (found);
North 74° 50' 03" East, a distance of 22.02 feet, to a 3/4" iron Rod with Yellow Cap marked "HAUT" (found);
South 44° 01' 46" East, a distance of 7.01 feet, to a 3/4" iron Rod with Yellow Cap marked "HAUT" (found);
North 44° 22' 53" East, a distance of 7.01 feet, to a 3/4" iron Rod with Yellow Cap marked "HAUT" (found), to the beginning of a non-tangent curve to the left with a chord bearing North 65° 24' 13" West, a radius of 47.50 feet and a chord length of 77.97 feet, thence along said curve through a central angle of 110° 19' 14" to a curve length of 91.46 feet to a 1" x 1" iron Rod.

THENCE North 44° 35' 07" East along the Southeast line of said St. Paul Holdings tract, the Northwest line of said City of Dallas tract recorded in Instrument Number 20080067856, a distance of 120.83 feet to the point of beginning, containing 2.223 acres or 96,849 square feet of land.

TRACT 2

All that certain lots, tract or parcel of land, all of City Block 250, part of the John Griggley Survey, Abstract Number 485, City of Dallas, Dallas County, Texas, and all of the tracts therein more completely described in the City of Dallas recorded in Volume 83365, Page 1430 of the Real Records of Dallas County, Texas and being more completely described as follows, to-wit:

BEGNNING of a cut "Y" (found) for the Northwest corner of the above mentioned City Block 250, at the intersection of the Southwest right of way line of Harwood Street (80 foot right of way) with the Northwest right of way line of Live Oak Street (80.0 foot right of way);

THENCE South 53° 10' 27" East along the Southwest right of way line of Harwood Street, a distance of 166.90 feet to a PK nail (found) for the East corner of said City Block 250, at the intersection of the Southwest right of way line of Harwood Street (80 foot right of way) with the North right of way line of Pacific Avenue (80.0 foot right of way);

THENCE South 75° 03' 52" West with the North right of way line of Pacific Avenue, a distance of 124.88 feet to a cut "Y" (found) for the West corner of said City Block 250, at the intersection of the Southwest right of way line of Live Oak Street with the North right of way line of Pacific Avenue;

THENCE North 44° 37' 13" East, a distance of 257.46 feet along the south right of way line of Live Oak Street and the North line of City Block 250, a distance of 257.46 feet to the point of beginning, containing 4.489 or 193,295 square feet of land.

This Property is subject, however, to the rights of Aloight Parking System, Inc., as Lessee pursuant to the terms of their certain Lease Agreement, dated March 9, 1978, by and between Gantco and said Aloight Parking System, Inc.

TRACT 3

Being that portion of Live Oak Street bounded by St. Paul Street, North Harwood Street, Pacific Avenue, and Dallas City Blocks 4/478 and 250, and being more completely described as follows:

BEGNNING at a cut "Y" (found) for the Southwest corner of the above mentioned City Block 4/478, at the intersection of the Southwest right of way line of Harwood Street (80 foot right of way) with the Northwest right of way line of Live Oak Street (68.3 foot right of way);

THENCE South 45° 56' 56" East a distance of 88.00 feet to a cut "Y" (found) for the North corner of said City Block 250, at the intersection of the Southwest right of way line of Harwood Street (80 foot right of way) with the South right of way line of Live Oak Street;

THENCE South 44° 27' 15" East with the South right of way line of Live Oak Street, a distance of 257.46 feet to a cut "Y" (found) for the West corner of said City Block 250, at the intersection of the South right of way line of Live Oak Street with the North right of way line of Pacific Avenue;

THENCE South 83° 05' 08" West a distance of 193.07 feet, to a cut "Y" (found) for the Southwest corner of said City Block 4/478, at the intersection of the North right of way line of Live Oak Street with the East right of way line of St. Paul Street (a variable width right of way);

THENCE North 44° 28' 15" East, a distance of 242.19 feet along the North right of way line of Live Oak Street and the South line of City Block 4/478, a distance of 342.19 feet to the point of beginning, containing 0.668 of an acre or 29,397 square feet of land.

EXHIBIT D



STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): All

DEPARTMENT: Water Utilities Department

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: N/A

SUBJECT

Authorize **(1)** a first amendment to the advanced funding agreement with Sulphur River Basin Authority, North Texas Municipal Water District, City of Irving, Upper Trinity Regional Water District, and Tarrant Regional Water District to extend the agreement term from May 28, 2018 to August 31, 2018; and **(2)** an increase in funding for the advanced funding agreement with Sulphur River Basin Authority, North Texas Municipal Water District, City of Irving, Upper Trinity Regional Water District, and Tarrant Regional Water District in the amount of \$135,660 - Not to exceed \$135,660, from \$1,800,000 to \$1,935,660 - Financing: Water Utilities Capital Construction Funds

BACKGROUND

The Sulphur River Basin has been identified as an alternate water management strategy in the City's 2014 Long Range Water Supply Plan, as well as the 2016 Region C Water Plan and the 2017 State Water Plan to meet future needs of Dallas and other area water providers.

In 2013, the City Council authorized the Dallas Water Utilities Department to participate with the Sulphur River Basin Authority, North Texas Municipal Water District, Tarrant Regional Water District, Upper Trinity Regional Water District, and the City of Irving to determine the feasibility of obtaining water from the Sulphur River Basin. The purpose of the feasibility study is to evaluate multiple water supply alternatives within the Sulphur River Basin based on several criteria including potential yield, capital and life cycle costs, environmental and social effects, and arrive at the tentatively selected plan (TSP) milestone. Once the TSP milestone is achieved, decisions by the participating water providers will be made whether or not to proceed and if necessary, when to proceed. Dallas' original pro-rated cost share and planning cost for this work totaled an amount not to exceed of \$1,800,000.

BACKGROUND (continued)

This item will authorize additional funding in the amount of \$135,660 necessary to cover Dallas' share of additional project costs that have exceeded 2013 estimates and are required to bring the Sulphur River Basin Study to the TSP milestone. Dallas' cost share percentage of 29.197% is defined in the "Advanced Funding Agreement for Water Resources Planning in the Sulphur River Basin" (Advanced Funding Agreement). This item also extends the term of the Advanced Funding Agreement from May 28, 2018 to August 31, 2018 to coincide with the Sulphur River Basin Authority's fiscal year.

The City benefits from this regional cooperation by leveraging its financial contributions with the other regional water providers to develop more detailed data and analysis of potential regional water supply options. It is important that Dallas continues to be a part of the regional process to determine the availability of water resources from the Sulphur River Basin, to determine the feasibility of developing water supplies in this basin to meet our future needs, and also to continue the opportunity to achieve significant cost savings through the joint development of a water supply project including pipelines, infrastructure and facilities with other area water providers.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 13, 2005, City Council authorized the Dallas Water Utilities in cooperation with the North Texas Municipal Water District, the City of Irving, the Tarrant Regional Water District and the Upper Trinity Regional Water District to participate in Phase I of the Sulphur River Basin Feasibility Study that included studying the availability of water from Wright Patman Lake through flood pool reallocation by Resolution No. 05-1222.

On November 2, 2011, City Council was briefed on Dallas' Long Range Water Supply Plan to determine the water needs of Dallas and its customers to the year 2070 and beyond by Resolution No. 11-2938.

On September 26, 2012, City Council authorized a professional services contract with HDR Engineering, Inc. to prepare the City's Long Range Water Supply Plan Study to the Year 2070 and beyond; authorized acceptance of a grant from the United States Bureau of Reclamation to evaluate additional reuse opportunities to the Dallas downtown and surrounding areas by Resolution No. 12-2383.

The Transportation and Environment Committee was briefed on the Long Range Water Supply Plan Progress on March 25, 2013.

On April 10, 2013, City Council authorized the Dallas Water Utilities Department to participate with other area water providers to determine the feasibility of obtaining water from the Sulphur River Basin by Resolution No. 13-0634.

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

On October 8, 2014, City Council authorized adoption of Recommended Strategies, Alternate Strategies and the Infrastructure Recommendations identified in the Dallas 2014 Long Range Water Supply Plan and authorized the City Manager to submit the adopted strategies and infrastructure recommendations to the Region C Planning Group in accordance with State law for the State's 2017 Water Plan by Resolution No. 14-1696.

Information about this item was provided to the Mobility Solutions, Infrastructure and Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Water Utilities Capital Construction Funds - \$135,660

May 23, 2018

WHEREAS, the City needs to obtain and connect additional water supply in order to meet the future needs of the citizens and customers of Dallas; and

WHEREAS, the Sulphur River Basin has been identified as an alternate water management strategy in Dallas' 2014 Long Range Water Supply Plan and the 2017 State Water Plan; and

WHEREAS, the water planning process costs are to be shared by all participants on a pro-rated basis; and

WHEREAS, the City Council previously authorized the City Manager to enter into any necessary agreements with the appropriate agencies in order to participate in Phase I of the Sulphur River Basin Feasibility, and to pay Dallas' share of costs that had been incurred as part of the Sulphur River Basin water planning process; and

WHEREAS, additional costs exceeding the 2013 estimates have occurred since entering the "Advanced Funding Agreement for Water Resources Planning in the Sulphur River Basin" and Dallas now needs to pay an additional amount of approximately \$135,660 to continue the water planning process in the Sulphur River Basin; and

WHEREAS, the "Advanced Funding Agreement for Water Resources Planning in the Sulphur River Basin" expires May 28, 2018 and needs to be extended to August 31, 2018.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a first amendment to the advance funding agreement with the Sulphur River Basin Authority, North Texas Municipal Water District, City of Irving, Upper Trinity Regional Water District, and Tarrant Regional Water District, approved as to form by the City Attorney, to extend the term of the advance funding agreement from May 28, 2018 to August 31, 2018.

SECTION 2. That the Chief Financial Officer is hereby authorized to increase funding for the advance funding agreement in an amount not to exceed \$135,660 from the Water Capital Construction Fund, Fund 0102, Department DWU, Unit CW01, Activity STMP, Object 3070, Program 7A1238X, Reporting W3CW, Encumbrance CTDWU1A1238EN, Vendor 513510.

SECTION 3. That this contract is designated as Contract No. DWU-2018-00006422.

May 23, 2018

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

STRATEGIC PRIORITY: Government Performance and Financial Management

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Secretary

CMO: Bilierae Johnson, 670-3738

MAPSCO: N/A

SUBJECT

Consideration of appointment to the Dallas Area Rapid Transit Board of Directors for Position 01 and Position 02 (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

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 two 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.

This action will appoint two individuals for a full two-year term in 2018-2020. The City Secretary will assign position numbers following appointment.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 14, 2018, the Mobility Solutions, Infrastructure and Sustainability Committee interviewed nominees and selected two nominees as its recommendation to the City Council for appointment.

May 23, 2018

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, Position 01 and Position 02 terms expire June 30, 2018.

Now, Therefore,

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

SECTION 1. That the following individuals are hereby appointed to the DART Board for terms to begin July 1, 2018 and expire June 30, 2020, and that the City Secretary, following appointment, shall assign the place number to these individuals:

| | |
|-------------|--|
| POSITION 01 | |
| POSITION 02 | |

SECTION 2. That, upon selection of individuals to serve on the DART Board, the City Secretary's Office shall assign these individuals to one of the available board positions: Positions 01 and 02.

SECTION 3. That the City Council may, by resolution, remove any DART Board of Directors appointed by this resolution at any time, with or without cause. That such DART Board of Directors may be removed only upon an affirmative vote of nine city council members and through adoption of another resolution.

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.

Memorandum

RECEIVED

2018 APR 16 AM 9:25

CITY SECRETARY
DALLAS, TEXAS



CITY OF DALLAS

DATE April 16, 2018

TO Honorable Mayor and Members of the City Council

SUBJECT **Absent from Economic Development & Housing Committee**

Please be advised that I will be absent from the Economic Development & Housing Committee Meeting on Monday, April 16, 2018. I will be representing the City of Dallas at the 50th Anniversary of the Fair Housing Act. If you have any questions, please contact my office at 214-670-4689.

Sincerely,

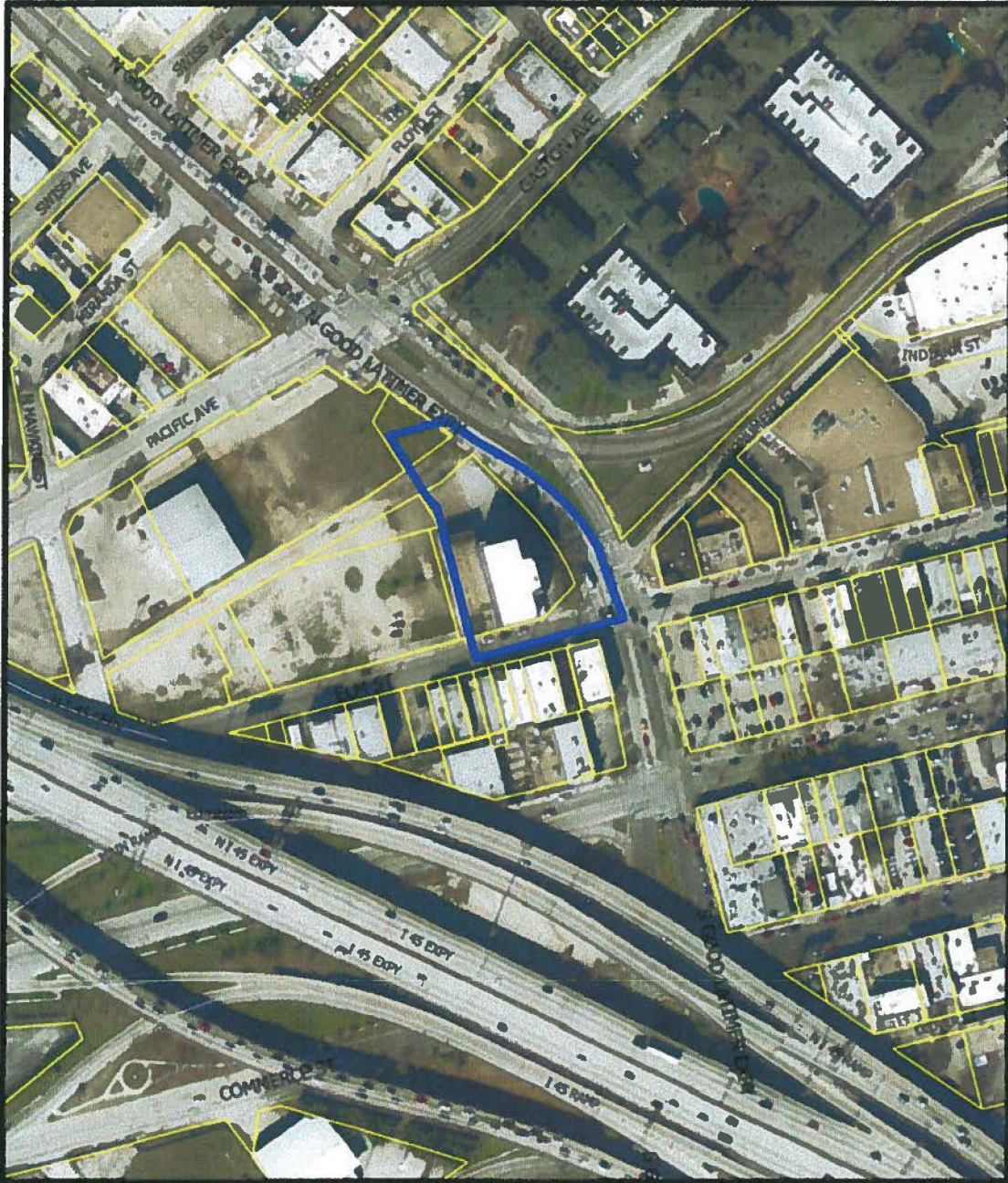
A handwritten signature in cursive script that reads "Cindy Hall for Councilman Kevin D. Felder".

Kevin D. Felder
Council Member – District 7

c: T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Billerae Johnson, City Secretary
Daniel F. Solis, Administrative Judge
Kimberly Bizar Tolbert, Chief of Staff to the City Manager
Majed A. Al-Ghafry, Assistant City Manager
Jo M. (Jody) Puckett, Assistant City Manager (Interim)

Jon Fortune, Assistant City Manager
Joey Zapata, Assistant City Manager
M. Elizabeth Reich, Chief Financial Officer
Nadia Chandler Hardy, Chief of Community Services
Raquel Favela, Chief of Economic Development & Neighborhood Services
Theresa O'Donnell, Chief of Resilience
Directors and Assistant Directors

Knights of Pythias/Union Bankers Vicinity Map



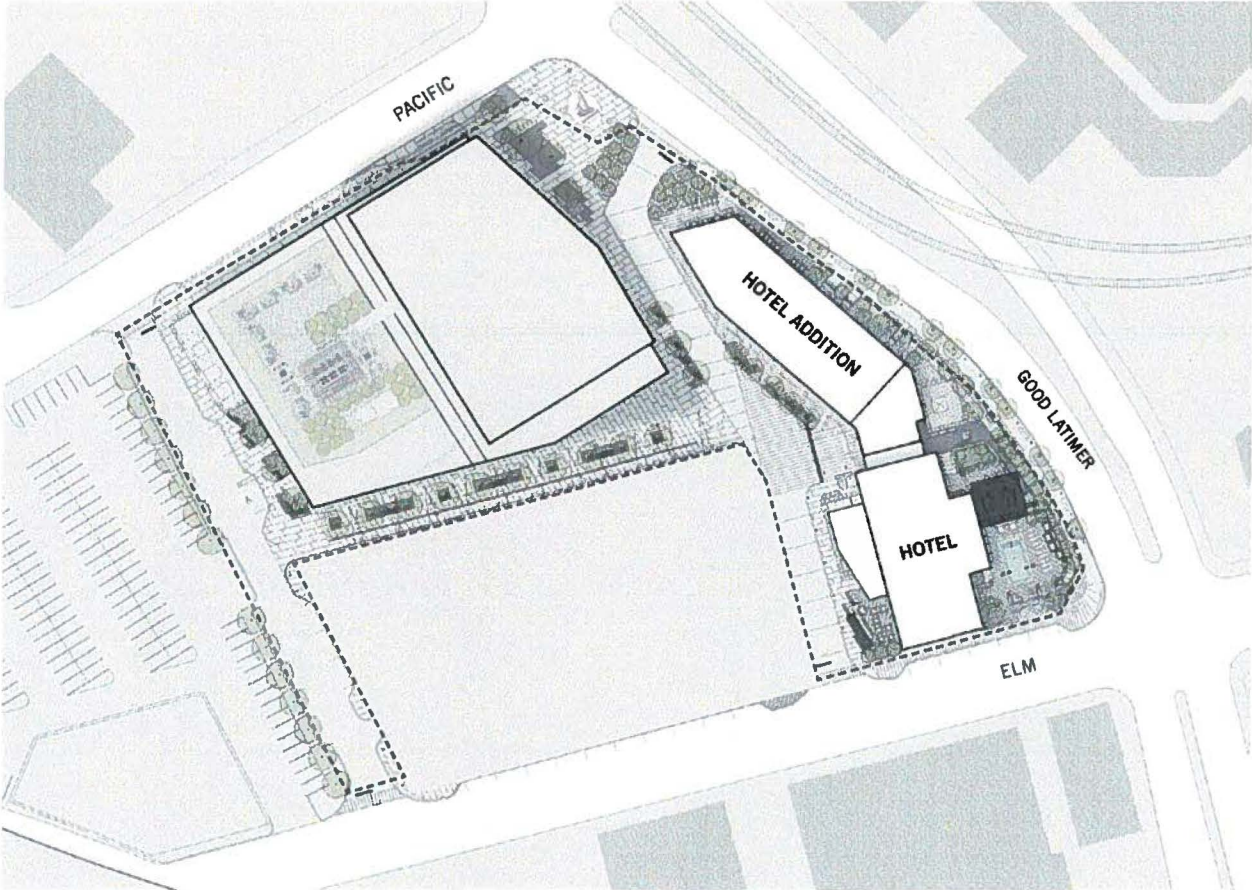
1:2,400

AERIAL MAP

Historic Tax Exemption

Z557 Elm Street

Knights of Pythias/Union Bankers Overall Project map





Historic Preservation Tax Incentive Program

Step 1 Application to the Landmark Commission

(Properties where part of the rehabilitation work has
been previously completed)

Address: 2557 Elm Street & 2598 Pacific Avenue

Applicant: Epic Dallas Hotel, LP

Contact info: lhoffmann@winstead.com; tmann@winstead.com



Historic Tax Exemption Application

Step 1 – Application for a Certificate of Eligibility

Property Information

Property Address: 2557 Elm Street & 2598 Pacific Avenue

Legal description: Lot _____ Block See attached Exhibit A

Provide a metes and bounds attachment if no lot and block can be determined.

Building name (if applicable): Knights of Pythias/Pittman Hotel

Historic district or pending historic district: Historic Overlay District No. 46 (Knights of Pythias Building)

Year the historic structure was built: 1916

Is this a contributing structure? Yes

Owner Information

Please list all of the property owner(s): Epic Dallas Hotel, LP

Mailing address: c/o Dennis M. Trimarchi, Westdale Real Estate Investment & Management

City, state and zip code: 3100 Monticello Ave., Suite 100, Dallas, TX 75205

Phone number: 972-201-3455 Fax number: _____

Email: Dennis.Trimarchi@westdale.com

Applicant Information (if different from the property owner)

Applicant name: Laura Hoffmann & Tommy Mann, Winstead PC (On Behalf of the Property Owner)

Mailing address: 2728 N. Harwood Street, Suite 500

City, state and zip code: Dallas, Texas 75201

Phone number: 214-745-5693; 214-745-5724 Fax number: 214-745-5390

Email: lhoffmann@winstead.com; tmann@winstead.com

Rehabilitation Information

Estimated Rehabilitation Investment: \$6,896,084.00

Current Use: Vacant; Former Union Bankers Office Proposed Use: Hotel

For any exterior work, has a Certificate of Appropriateness (CA) been approved yet?

Yes, Please see attached Exhibit B for CA approvals.

If not, when will the application for a CA be considered?

The CA application for the remainder of the work is expected to be submitted in March or April 2018.

Projected Construction Time and Estimated Date of Completion:

Expected to commence June 1, 2018 and be completed June 30, 2020.

Lien Holder Information (if applicable)

Primary mortgage company: N/A

Contact person: _____

Correspondence address: _____

Secondary mortgage company: _____

Contact person: _____

Correspondence address: _____

Other lienholder: _____

Contact person: _____

Correspondence address: _____

Financial Information

The following information can be obtained from the Dallas Central Appraisal District website (www.dallascad.org and click search for appraisals). The City of Dallas will use the tax values for the year prior to the application beings made.

The date this application is submitted to the city: 1/5/2018

Improvement Value: \$148,040

Land Value: \$1,393,200 (\$1,180,800 + 212,400)

Has the Property Received Any Previous Tax Relief? If so, Please Explain: No

Is this in a TIF District? Yes, Deep Ellum TIF

**** Please attach a copy of the dallascad.org account information for the property to this application****

If Applying for an Urban Historic District Conversion Exemption

Total Building Square Footage: 136,000 (including the addition)

Retail Square Footage: 5,163 square feet

Office Square Footage: N/A

Residential Square Footage: N/A

Number of Jobs Created: 125 estimated

Type of Exemption that is being applied for:

| Category | | Type | Required Expenditures (% of pre-rehab value of structure only) | Amount (portion of land and structure) | Duration | Renewable (façade expenditures only) |
|---|-------------------------------------|---------------------------------------|--|---|----------|---|
| Urban Historic Districts Includes all properties located within the Urban historic district area shown on the last page of the Information packet | <input checked="" type="checkbox"/> | Based on Rehab | 75% | 100% | 10 years | Yes |
| | <input type="checkbox"/> | Based on Rehab | 50% | Added Value | 10 years | Yes |
| | <input type="checkbox"/> | Residential / ground floor conversion | 50% must be converted to residential and 65% of ground floor must be converted to retail | 100% | 5 years | No |
| ** A Residential / Ground Floor Conversion exemption may be applied for in addition to an exemption Based on Rehab | | | | | | |

| Category | | Type | Required Expenditures | Amount | Duration | Renewable (façade expenditures only) |
|---|--------------------------|----------------|-----------------------|--------|----------|---|
| Revitalizing Historic Districts Includes properties located in: <ul style="list-style-type: none"> • Junius Heights • Lakediff • Peak's Suburban • South Blvd. / Park Row • Winnetka Heights | <input type="checkbox"/> | Based on Rehab | 25% | 100% | 10 years | Yes |

| Category | | Type | Required Expenditures | Amount | Duration | Renewable (façade expenditures only) |
|---|--------------------------|----------------|-----------------------|--------|----------|---|
| Endangered Historic Districts <ul style="list-style-type: none"> • 10th Street • Wheatley Place | <input type="checkbox"/> | Based on Rehab | 25% | 100% | 10 years | Yes |

| Category | | Type | Required Expenditures | Amount | Duration | Renewable (façade expenditures only) |
|---|--------------------------|---|-----------------------|-------------|----------|---|
| Citywide Includes properties located in: <ul style="list-style-type: none"> • Munger Place • State Thomas • Swiss Avenue • All properties not located within the Urban, Endangered or Revitalizing historic districts | <input type="checkbox"/> | Based on Rehab | 50% | Added Value | 10 years | Yes |
| | <input type="checkbox"/> | Endangered Property (Landmark Commission must find that this property is endangered.) | 25% | 100% | 10 years | Yes |

| Eligible Costs | <u>Total Eligible Costs</u> | <u>Eligible Costs Incurred</u> | <u>Eligible Costs Remaining</u> |
|--------------------------------------|---------------------------------|------------------------------------|-------------------------------------|
| Architectural & Engineering | \$ 318,318 | \$ 57,970 | \$ 260,348 |
| Carpentry | \$ 76,923 | | \$ 76,923 |
| Demolition | \$ 396,303 | | \$ 396,303 |
| Demolition - Remediation | \$ 443,000 | \$ 413,599 | \$ 29,401 |
| Electrical | \$ 280,911 | | \$ 280,911 |
| Elevators | \$ 449,325 | | \$ 449,325 |
| Exterior Doors | \$ 125,642 | | \$ 125,642 |
| Exterior treatments | | | \$ - |
| Façade | \$ 1,586,992 | | \$ 1,586,992 |
| Flooring | | | \$ - |
| Foundation | \$ 323,105 | | \$ 323,105 |
| Gutter | | | \$ - |
| Heating & Cooling | | | \$ - |
| Interior (permanent) | | | \$ - |
| Mechanical | | | \$ - |
| Painting (ext & int) | | | \$ 223,687 |
| Porch | | | \$ - |
| Plumbing | | | \$ - |
| Rehab contributing structure | | | \$ - |
| Roofing | | | \$ 343,586 |
| Security & Fire Protection | | | \$ - |
| Sheetrocking | \$ 72,444 | | \$ 72,444 |
| Siding | | | \$ - |
| Structural Walls | | | \$ - |
| Structural Ceilings | \$ 776,204 | | \$ 776,204 |
| Termite | | | \$ - |
| Windows | \$ 1,421,644 | | \$ 1,421,644 |
| Other Landmark Comm. Necessary items | \$ 58,000 | \$ 35,071 | \$ 22,929 |
| TOTAL Eligible Costs | \$ 6,896,084 | \$ 506,640 | \$ 6,389,445 |

ELIGIBLE
EXPENSES

127,573
280,401

\$407,974

| Other Costs | <u>Total Other Costs</u> | <u>Other Costs Incurred</u> | <u>Other Costs Remaining</u> |
|--------------------------|--------------------------|---------------------------------|----------------------------------|
| Land | \$ 5,576,208 | \$ 5,488,537 | \$ 87,671 |
| Non-Eligible Hard Costs | \$ 40,630,673 | \$ - | \$ 40,630,673 |
| Non-Eligible Soft Costs | \$ 9,265,270 | \$ 760,634 | \$ 8,504,636 |
| FFE, OSE, IT, POB | \$ 10,227,006 | \$ - | \$ 10,227,006 |
| Financing | \$ 1,978,750 | \$ - | \$ 1,978,750 |
| TOTAL Other Costs | \$ 67,677,907 | \$ 6,249,171 | \$ 61,428,736 |

| | | | |
|----------------------------|----------------------|---------------------|----------------------|
| Total Project Costs | \$ 74,573,991 | \$ 6,755,811 | \$ 67,818,180 |
|----------------------------|----------------------|---------------------|----------------------|

DATE:10/20/2017 CK#:148 TOTAL:\$63,786.50** BANK:Epic Dallas Hotel, LP(ephobk)
PAYEE:DTech Services (dteser00)

| Property | Account | Invoice - Date | Description | Amount |
|----------|---------|--------------------|----------------------------------|-----------------|
| ephot | 9406 | 8166, - 08/28/2017 | Asbestos/Lead Consulting, Abatem | 63,786.50 |
| | | | | <hr/> 63,786.50 |

DTECH SERVICES INC

624 SIX FLAGS DRIVE SUITE #242
 ARLINGTON, TX 76011
 Tel : 817-695-6519
 Fax :817-385-0965

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 8/28/2017 | 8166 |

| |
|--|
| Bill To |
| Westdale Asset Management 3100 Monticello Ave., Suite 600 Dallas, TX 75205 Attn: Rees Bowen |

| |
|--|
| Site Info |
| Union Bank Building 2551 Elm Street Dallas, Texas Project 101516-01 |

| | | |
|----------|----------------|-----|
| P.O. No. | Terms | Rep |
| | Due on receipt | JC |

| Quantity | Description | Rate | Amount |
|--------------------------------|---|--------------|-------------|
| 1 | Asbestos and lead Consulting, Abatement, and Project Management | 127,573.00 | 127,573.00 |
| | Request for Partial Payment (50 % of work completed) | -63,786.50 | -63,786.50 |
| Work is currently 70% complete | | Total | \$63,786.50 |

Handwritten: 9/19/17
 SP1405 # 9406

DATE:10/26/2017 CK#:154 TOTAL:\$63,786.50** BANK:Epic Dallas Hotel, LP(ephotbk)
PAYEE:DTech Services(dteser00)

| Property | Account | Invoice - Date | Description | Amount |
|----------|---------|-------------------|-----------------------------------|-----------------|
| ephot | 9406 | 8187 - 09/26/2017 | Asbestos/Lead Consulting, Abatem- | 63,786.50 |
| | | | | <hr/> 63,786.50 |

DTECH SERVICES INC

624 SIX FLAGS DRIVE SUITE #242
 ARLINGTON, TX 76011
 Tel : 817-695-6519
 Fax :817-385-0965

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 9/26/2017 | 8187 |

| |
|--|
| Bill To |
| Westdale Asset Management 3100 Monticello Ave., Suite 600 Dallas, TX 75205 Attn: Rees Bowen |

| |
|--|
| Site Info |
| Union Bank Building 2551 Elm Street Dallas, Texas Project 101516-01 |

| | | |
|----------|----------------|-----|
| P.O. No. | Terms | Rep |
| | Due on receipt | JC |

| Quantity | Description | Rate | Amount |
|----------|--|--------------------------|--------------------------|
| | Asbestos and Lead Consulting, Abatement and project Management 50% Previously Invoiced. Invoice Number 8166 | 127,573.00 -63,786.50 | 127,573.00 -63,786.50 |
| | | Total | \$63,786.50 |

Handwritten:
 EP 10/5
 #9406

DATE:12/07/2017 CK#:163 TOTAL:\$280,401.00* BANK:Epic Dallas Hotel, LP(ephotbk)
PAYEE:Mid-Continental Restoration Co., Inc.(midres00)

| Property | Account | Invoice - Date | Description | Amount |
|----------|---------|-----------------------|----------------------------------|-------------------|
| ephot | 9717 | 52459-01 - 11/27/2017 | Paint stripping of exterior maso | 280,401.00 |
| | | | | <u>280,401.00</u> |

PH # 620-223-3700
 FAX # 620-223-9185



REMIT TO THE FOLLOWING
 ADDRESS

401 E HUDSON STREET
 FORT SCOTT KS 66701

INVOICE

Attn: Rees Bowen
 Westdale Real Estate Development & Investments
 3100 Monticello Ave
 Dallas, TX 75205

INVOICE DATE 11/27/2017
 INVOICE # 52459-01
 JOB # 54-17-52459

Emailed to: rees.bowen@westdale.com

| | CHARGES | TAXES | BALANCE |
|---|---------------|-------------|----------------------|
| Paint Stripping of Exterior Masonry | | | |
| Union Bankers Building 2551 Elm St Dallas, TX 75226 | | | |
| Work completed per attached schedule of values: | | | |
| Labor & general conditions | \$ 260,916.00 | | \$ 260,916.00 |
| Materials | \$ 18,000.00 | \$ 1,485.00 | \$ 19,485.00 |
| AMOUNT DUE UPON RECEIPT | | | \$ 280,401.00 |

PLEASE RETURN 1 COPY OF THIS INVOICE WITH YOUR REMITTANCE

THANK YOU

IF PAYMENT IS NOT RECEIVED IN A TIMELY MANNER, INTEREST SHALL ACCRUE AT THE RATE OF 1.5% PER MONTH FROM DATE OF COMPLETION.

BB

11/27/17

Oklahoma City, OK Parkston, SD Fort Worth, TX

401 E. Hudson Street Fort Scott, KS 66701 (620) 223-3700 Fax (620) 223-5052
 www.midcontinental.com

Statement of Understanding

THE STATE OF Texas §
 COUNTY OF Dallas §

I certify that the information in this application for a tax exemption, including all supporting documentation, is complete and correct.

I authorize members of the Landmark Commission and city officials to visit and inspect the property as necessary to certify eligibility and verification for a tax exemption.

I acknowledge that I have read and understand the program regulations, and that I will not receive an exemption until all program requirements have been met and a letter of verification obtained.

I understand that all rehabilitation work must be completed by the time specified by the Landmark Commission (or within 3 years after the date of the Landmark Commission’s determination of eligibility if a completion date was not specified). If the deadline for completion is subsequently extended by the Landmark Commission all rehabilitation work must be completed by the extended time specified. I understand that penalties may apply if I do not complete the work.

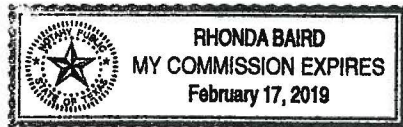
I understand that I must make an annual application to Dallas Central Appraisal District each year in order to receive the exemption for that year, and that if I do not make the application in time, I will lose the ability to receive a tax exemption for that year.

Owner’s Name: Epic Dallas Hotel, LP, a Texas limited partnership

Owner’s Signature: _____

This instrument was acknowledged before me on JANUARY 3, 2018

by (print name of owner) Joseph G. Beard



 RHONDA BAIRD

Notary Stamp Here Notary Signature



Home | Find Property
| Contact Us

Commercial Account #00000106189200400

Location Owner Legal Desc Value Improvements Land Exemptions Estimated Taxes Building Footprint History

Location (Current 2018)

Address: 2557 ELM ST
Market Area: 0
Mapsco: 45-M (DALLAS)

DCAD Property Map

[View Photo](#)

2017 Appraisal Notice

[Electronic Documents \(ENS\)](#)



[Print Homestead Exemption Form](#)

Owner (Current 2018)

EPIC DALLAS HOTEL LP
3100 MONTICELLO AVE 600
DALLAS, TEXAS 752053439

Multi-Owner (Current 2018)

| Owner Name | Ownership % |
|----------------------|-------------|
| EPIC DALLAS HOTEL LP | 100% |

Legal Desc (Current 2018)

- 1: GOODS
 - 2: BLK 280 PT LTS 11-13
 - 3: ACS 0.9035 CALC
 - 4: INT201700027379 DD01012017 CO-DC
 - 5: 0280 000 00104 1DA0280 000
- Deed Transfer Date:** 1/30/2017

Value

| 2017 Certified Values | |
|--|---------------|
| Improvement: | \$148,040 |
| Land: | + \$1,180,800 |
| Market Value: | = \$1,328,840 |
| Tax Agent: ANDREWS K E & CO | |
| Revaluation Year: | 2017 |
| Previous Revaluation Year: | 2016 |

Improvements (Current 2018)

| # | Desc: OFFICE BUILDING | Total Area: 43,929 sqft | Year Built: 1920 |
|---|--|--|-----------------------------------|
| 1 | Construction Construction: B-REINFORCED CONCRETE FRAME Foundation (Area): CONCRETE BEAM (8,786 sqft) | Depreciation Physical: 80% Functional: + 0% External: + 0% Total: = 80% | Appraisal Method INCOME |

| | | | | | | |
|--|---|---|------------------|-----------------------|-------------------------|------------------|
| <p>Net Lease Area : 60,249 sqft # Stories: 5 # Units: 1 Basement (Area): UNASSIGNED Heat: CENTRAL HEAT A/C: CENTRAL A/C</p> | <p>Quality: LOW COST Condition: POOR</p> | | | | | |
| <table border="1" style="width: 100%;"> <tr> <td style="width: 33%;">#</td> <td style="width: 33%;">Desc: OFFICE BUILDING</td> <td style="width: 33%;">Total Area: 16,320 sqft</td> <td style="width: 33%;">Year Built: 1912</td> </tr> </table> | | | # | Desc: OFFICE BUILDING | Total Area: 16,320 sqft | Year Built: 1912 |
| # | Desc: OFFICE BUILDING | Total Area: 16,320 sqft | Year Built: 1912 | | | |
| <p style="text-align: center;">Construction</p> <p>Construction: B-REINFORCED CONCRETE FRAME Foundation (Area): CONCRETE SLAB (8,160 sqft)</p> | | <p style="text-align: center;">Depreciation</p> <p>Physical: 80% Functional: + 0% External: + 0% Total: = 80%</p> | | | | |
| <p>2 Net Lease Area : 0 sqft # Stories: 2 # Units: 1 Basement (Area): UNASSIGNED Heat: UNASSIGNED A/C: UNASSIGNED</p> | | <p>Quality: LOW COST Condition: POOR</p> | | | | |
| <p style="text-align: center;">Appraisal Method</p> <p style="text-align: center;">INCOME</p> | | | | | | |

Land (2017 Certified Values)

| # | State Code | Zoning | Frontage (ft) | Depth (ft) | Area | Pricing Method | Unit Price | Market Adjustment | Adjusted Price | Ag Land |
|---|-------------------------|-------------------------|---------------|------------|-------------------------|----------------|------------|-------------------|----------------|---------|
| 1 | COMMERCIAL IMPROVEMENTS | CENTRAL AREA DISTRICT 1 | 0 | 0 | 39,360.0000 SQUARE FEET | STANDARD | \$30.00 | 0% | \$1,180,800 | N |

* All Exemption information reflects 2017 Certified Values. *

Exemptions (2017 Certified Values)

No Exemptions

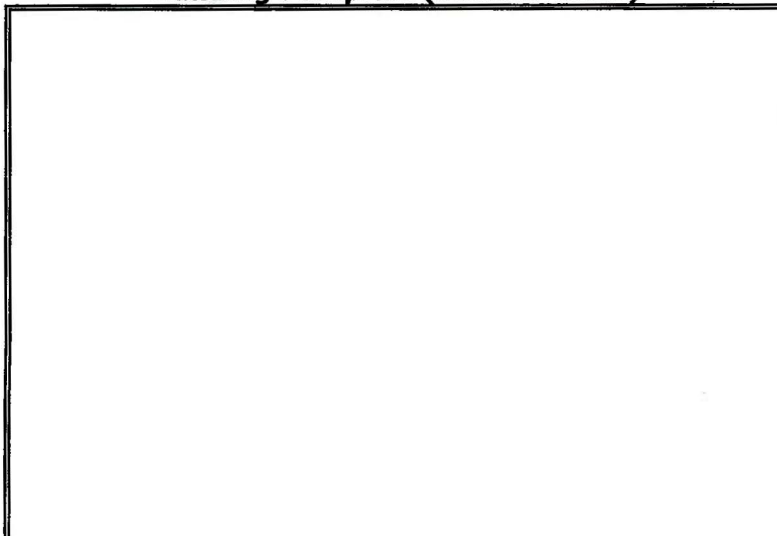
Estimated Taxes (2017 Certified Values)

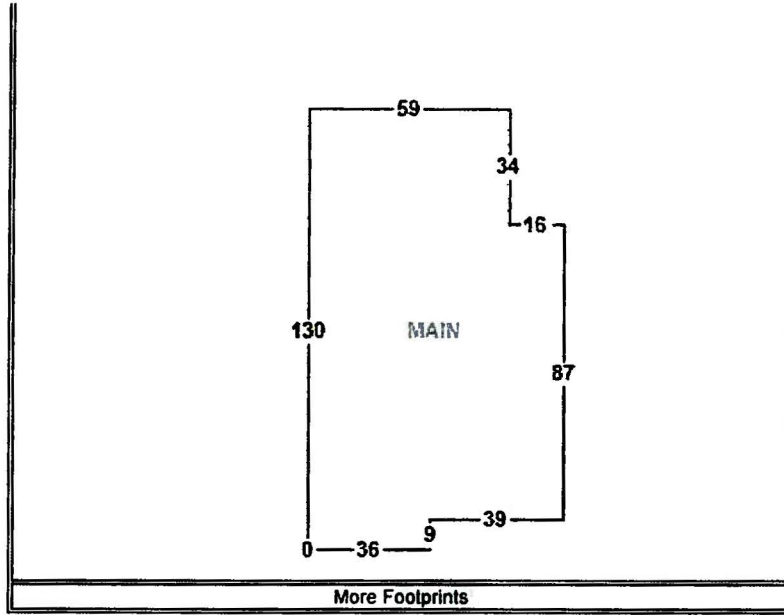
| | City | School | County and School Equalization | College | Hospital | Special District |
|-------------------------------|-------------|-------------|--------------------------------|-----------------------------|-------------------|--------------------|
| Taxing Jurisdiction | DALLAS | DALLAS ISD | DALLAS COUNTY | DALLAS CO COMMUNITY COLLEGE | PARKLAND HOSPITAL | UNASSIGNED |
| Tax Rate per \$100 | \$0.7804 | \$1.282085 | \$0.2531 | \$0.124238 | \$0.2794 | N/A |
| Taxable Value | \$1,328,840 | \$1,328,840 | \$1,328,840 | \$1,328,840 | \$1,328,840 | \$0 |
| Estimated Taxes | \$10,370.27 | \$17,036.86 | \$3,363.29 | \$1,650.92 | \$3,712.78 | N/A |
| Tax Ceiling | | | | | N/A | N/A |
| Total Estimated Taxes: | | | | | | \$36,134.12 |

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official tax bill**. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc.** If you wish to calculate taxes yourself, you may use the TaxEstimator to assist you.

Building Footprint (Current 2018)





History

History

© 2017 Dallas Central Appraisal District.
All Rights Reserved.

APPROVED BY

AUG 16 2017

**Sustainable Development & Construction
Long Range Planning
CERTIFICATE OF APPROPRIATENESS**



**KNIGHTS OF PYTHIAS BUILDING
SOUTH FACADE
PHOTO TAKEN 8/16/2017**

APPROVED BY

AUG 16 2017

**Sustainable Development & Construction
Long Range Planning
CERTIFICATE OF APPROPRIATENESS**

**KNIGHTS OF PYTHIAS BUILDING
SOUTH AND EAST FACADES
VIEW LOOKING NORTHWEST FROM ELM STREET
PHOTO TAKEN 8/16/2017**

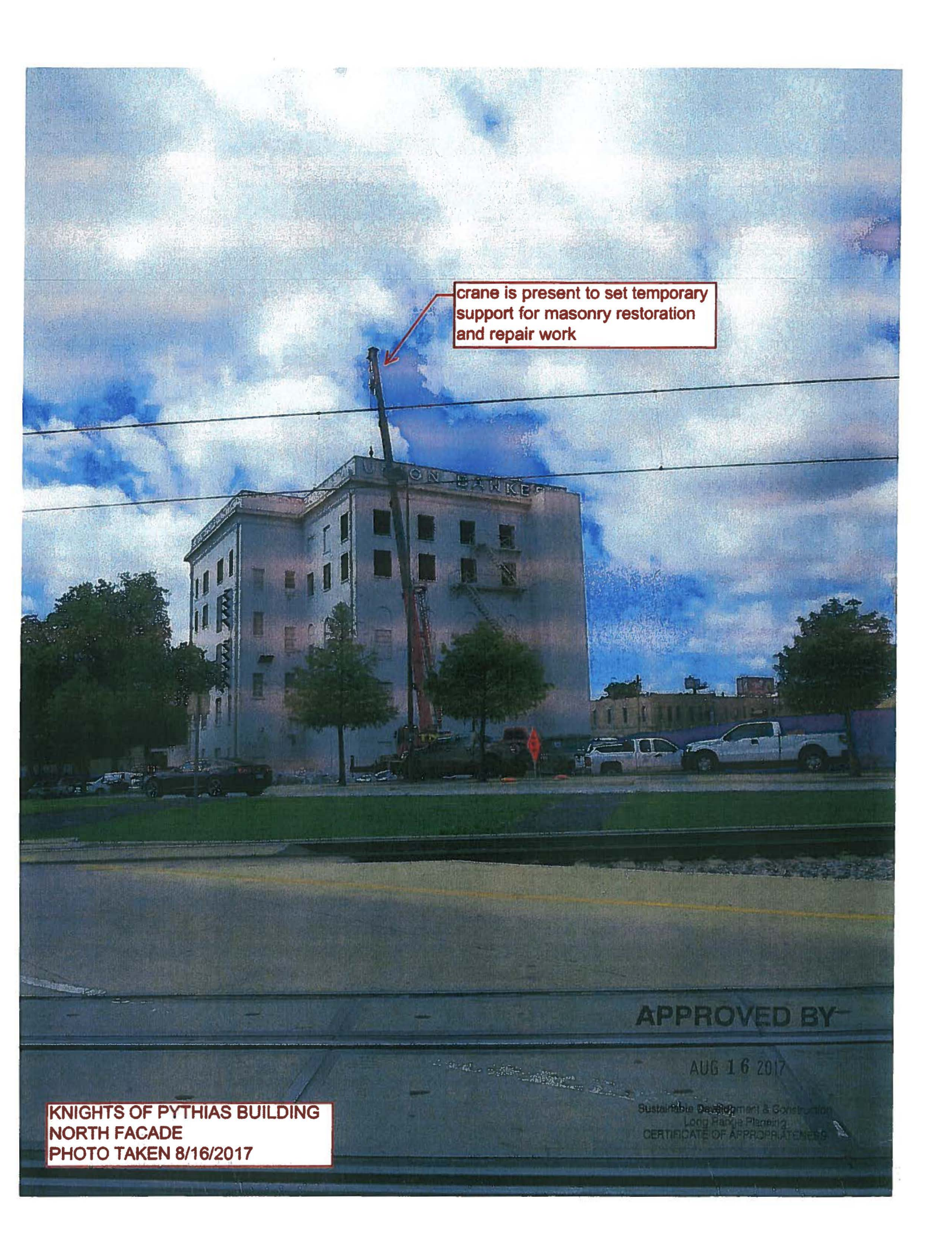
crane is present to set temporary support for masonry restoration and repair work



**KNIGHTS OF PYTHIAS BUILDING
EAST FACADE
PHOTO TAKEN 8/16/2017**

APPROVED BY
AUG 16 2017

Sustainable Development & Construction
Long Range Planning
CERTIFICATE OF APPROPRIATENESS



crane is present to set temporary support for masonry restoration and repair work

**KNIGHTS OF PYTHIAS BUILDING
NORTH FACADE
PHOTO TAKEN 8/16/2017**

APPROVED BY

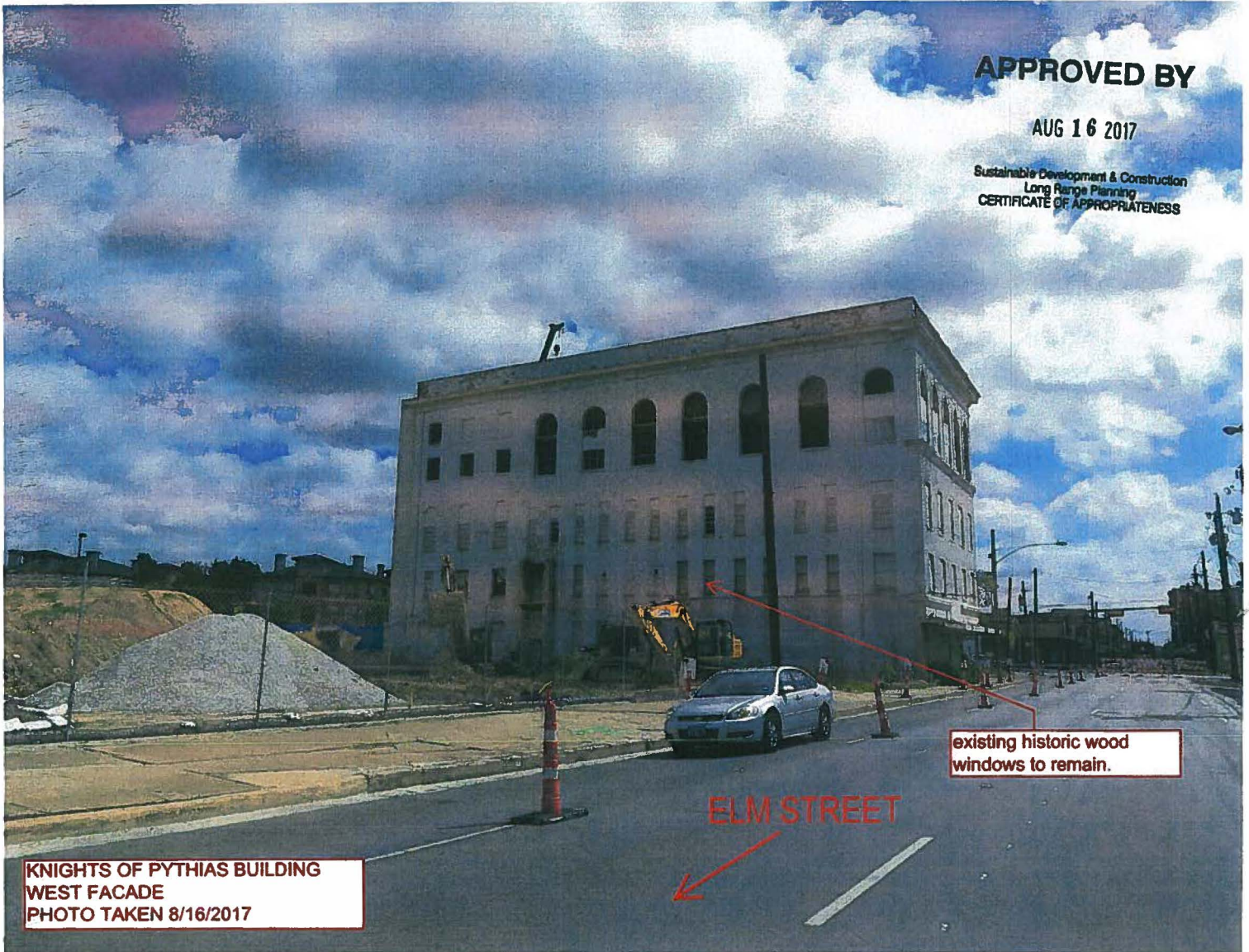
AUG 16 2017

Sustainable Design & Construction
Long Range Planning
CERTIFICATE OF APPROPRIATENESS

APPROVED BY

AUG 16 2017

**Sustainable Development & Construction
Long Range Planning
CERTIFICATE OF APPROPRIATENESS**



existing historic wood windows to remain.

ELM STREET

**KNIGHTS OF PYTHIAS BUILDING
WEST FACADE
PHOTO TAKEN 8/16/2017**

Certificate of Appropriateness (CA) City of Dallas Landmark Commission

CA 167-646 (LC)
Office Use Only

Name of Applicant: Rees Bowen
Mailing Address : 3100 Monticello, STE. 100
City, State and Zip Code: Dallas, Texas 75205
Daytime Phone: 214-515-7080 Fax: _____
Relationship of Applicant to Owner: Director (Employee/Representative)

Building Inspection:
Please see signed drawings before issuing permit:
Yes ___ No ___
Planner's Initials

PROPERTY ADDRESS: 2551 ELM STREET (KNIGHTS OF PYTHIAS BLDG)
Historic District: DEEP ELLUM

PROPOSED WORK: (REPAIR/MAINTENANCE/IMPROVEMENTS)

Please describe your proposed work simply and accurately. Attach extra sheets and supplemental material as requested in the submittal criteria checklist.

- 1. Paint removal and cleaning of existing exterior masonry as suggested within Dept. of Interior Rehabilitation Standards and Accepted Guidelines.
- 2. Repair, re-tuck and point masonry in deteriorated condition. Profiles to match existing mortor. Existing brick to be cleaned & re-used where removal is required.

RECEIVED BY

Signature of Applicant: *Rees Bowen* Date: 06/14/2017
Rees Bowen, Westdale Properties JUN 20 2017
Signature of Owner: _____ Date: _____
(IF NOT APPLICANT)

Current Planning

APPLICATION DEADLINE:

Application material must be completed and submitted by the **FIRST THURSDAY OF EACH MONTH, 12:00 NOON**, (see official calendar for exceptions), before the Dallas Landmark Commission can consider the approval of any change affecting the exterior of any building. This form along with any supporting documentation must be filed with a Preservation Planner at City Hall, 1500 Marilla 5BN, Dallas, Texas, 75201. You may also fax this form to 214/670-4210. DO NOT FAX PAINT SAMPLES OR PHOTOGRAPHS.

Please use the enclosed criteria checklist as a guide to completing the application. Incomplete applications cannot be reviewed and will be returned to you for more information. You are encouraged to contact a Preservation Planner at 214/670-4538 to make sure your application is complete.

OTHER:

In the event of a denial, you have the right to an appeal within 30 days after the Landmark Commission's decision. You are encouraged to attend the Landmark Commission hearing the first Monday of each month at 1:00 pm in Council Chambers of City Hall (see exceptions). Information regarding the history of past certificates of appropriateness for individual addresses is available for review in 5BN of City Hall.

Please review the enclosed Review and Action Form
Memorandum to the Building Official, a Certificate of Appropriateness has been:

- APPROVED. Please release the building permit.
- APPROVED WITH CONDITIONS. Please release the building permit in accordance with any conditions.
- DENIED. Please do not release the building permit or allow work.
- DENIED WITHOUT PREJUDICE. Please do not release the building permit or allow work.

J. Co _____ 6/23/17
Sustainable Construction and Development Date

AGENDA ITEM # 39

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: May 23, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Sustainable Development and Construction
Department of Aviation

CMO: Majed Al-Ghafry, 670-3302
Jody Puckett, 670-3390

MAPSCO: 34N

SUBJECT

Authorize the assumption of leasehold landlord interests in three commercial business leases and a billboard lease in conjunction with the proposed acquisition of approximately 43,965 square feet of land improved with three commercial businesses and a billboard located near the intersection of Harry Hines Boulevard and Empire Central Drive from McFarlin, LLC, for commercial and aviation related development by Dallas Love Field Airport (This item is a component of the property acquisition item deferred on January 10, 2018; no additional cost consideration in the acquisition price for the assumption of leases) - Estimated Revenue: \$81,781

BACKGROUND

This item authorizes the assumption of leasehold landlord interests in three commercial business leases and a billboard lease in conjunction with the proposed acquisition of approximately 43,965 square feet of land improved with three commercial businesses and a billboard located near the intersection of Harry Hines Boulevard and Empire Central Drive from McFarlin, LLC, for commercial and aviation related development by Dallas Love Field Airport (the "Airport"). The City of Dallas will assume ownership of the landlord leasehold interest in the existing commercial tenant leases consisting of a billboard, liquor store, convenience store, and a used car lot. The assumption of the leases with expiration dates no later than December 2018 could produce an estimated gross rent totaling \$81,781. No tenant leases will be renewed. The consideration for the acquisition of the fee simple title to the Property is based on an independent appraisal, and the assumption of leases is at no additional cost. Eligibility for relocation assistance will be assessed according.

BACKGROUND (continued)

The property will support the Airport's existing customer remote parking lot located adjacent to the property as well as serve as long term employee parking for the Airport. This site, in conjunction with the adjacent City-controlled property, will also serve as a potential site for the development of a Consolidated Rental Car facility. This future development could bring economic opportunities to this area of the City.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on May 14, 2018.

FISCAL INFORMATION

Estimated Revenue - \$81,781

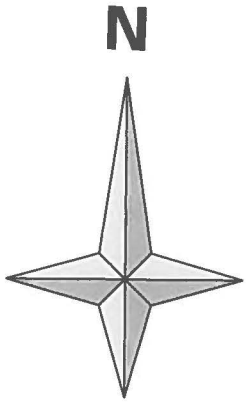
OWNER

McFarlin, LLC

Erik Ward, Managing Member

MAP

Attached



EMPIRE CENTRAL

**PROPERTY TO
BE ACQUIRED**

Lot 1

*WILLINGHAM
ADDITION*

Lot 2

**BLOCK
C/5760**

**BLOCK
5760**

HARRY HINES BOULEVARD

May 23, 2018

A RESOLUTION DETERMINING THE NECESSITY OF ACQUIRING LANDLORD INTEREST IN REAL PROPERTY LEASES CURRENTLY IN PLACE ON REAL PROPERTY THAT IS SOUGHT TO BE ACQUIRED FOR PUBLIC USE AND AUTHORIZING THEIR ASSUMPTION WITH THE REAL PROPERTY PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 43,965 square feet of land located near the intersection of Harry Hines Boulevard and Empire Central Drive, improved with three commercial businesses and a billboard 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, and any and all improvements, rights and appurtenances appertaining thereto. The assumption of four active leases with expiration dates in December 2018 could produce an estimated gross rent totaling \$81,781.

"PROJECT": Harry Hines Square Up for Dallas Love Field Airport Project

"USE": Additional parking and future commercial development to provide revenue for the City. The property currently is improved and has three commercial business leases and a billboard lease which will remain in place until leases expire in December, 2018. Provided, however, to the extent the landlord leasehold interests are assumed when the fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

"PROPERTY INTEREST": Leasehold Landlord interests in three commercial business leases and a billboard lease, in conjunction with Fee Simple title acquisition of the Property to include all improvements, subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the conveyance instrument approved as to form by the City Attorney.

"OWNER": McFarlin, LLC, 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.

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.

May 23, 2018

SECTION 2. That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to conveyance instruments approved as to form by the City Attorney, and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

SECTION 4. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That the Chief Financial Officer is hereby authorized to receive and deposit all proceeds from the assumption of leasehold landlord interest in conjunction with the acquisition in the Aviation Operating Fund, Fund 0130, Department AVI, Unit 7751, Revenue Code 7814.

SECTION 7. That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

SECTION 8. That this contract is designated as Contract No. CX-AVI-2018-00004261.

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.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

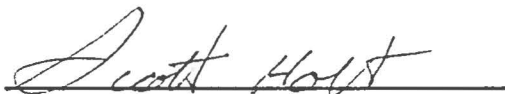
BY: 
Assistant City Attorney

Exhibit A

Field Notes Describing Land To Be Acquired in Block C/5760

Being situated in the Miles Bennett Survey, Abstract No. 52, Dallas County, Texas, and being all of Lots 1 and 2, Block C/5760 (Official City of Dallas Block Numbers) of the Willingham Addition, an addition to the City of Dallas Recorded in Volume 84016, Page 4142 of the Deed Records of Dallas County, Texas and being all of the property conveyed to McFarlin, LLC, a Texas limited liability company by Deed dated November 2, 2015 and recorded in Instrument Number 201500293727 of the Official Public Records of Dallas County, Texas and containing 43,965 square feet, or 1.009 Acres of land, according to the map or plat thereof.

This description is approved as to form.



Scott Holt, RPLS
Survey Program Manager

2/17/2017
Date