

STRATEGIC PRIORITY: Economic and Neighborhood Vitality

AGENDA DATE: June 27, 2018

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Aviation

CMO: Jody Puckett, 670-3390

MAPSCO: 34B F

SUBJECT

Authorize a sublease agreement between The Braniff Centre, LP and CLT Commercial Partners, LP of approximately 248,020 square feet of land and improvements located at Dallas Love Field - Financing: No cost consideration to the City

BACKGROUND

The City of Dallas entered into a Commercial Lease for a thirty-nine year agreement with three ten-year renewal options with The Braniff Centre, LP on May 20, 2016. As part of the Commercial Lease agreement, The Braniff Centre, LP has the right to sublease all or a portion of the lease premises, but with respect to any sublease having a term of twenty years or covering more than 100,000 square feet of improvements, such sublease shall be approved by Dallas City Council.

The proposed sublease agreement between The Braniff Centre, LP and CLT Commercial Partners, LP contains the identical terms and conditions as the original Commercial Lease between the City of Dallas and The Braniff Centre, LP and will contain approximately 248,020 square feet.

In accordance to the terms and conditions of the original Commercial Lease, The Braniff Centre, LP seeks approval of the Dallas City Council for the sublease agreement with CLT Commercial Partners, LP.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 9, 2015, City Council authorized a thirty-nine year lease agreement with three ten-year renewal options with The Braniff Centre, LP at Dallas Love Field, for approximately 414,600 square feet of land for commercial development by Resolution No. 15-1693.

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

The Mobility Solutions, Infrastructure & Sustainability Committee will be briefed by memorandum regarding this matter on June 25, 2018.

FISCAL INFORMATION

No cost consideration to the City.

June 27, 2018

WHEREAS, the City of Dallas owns that certain airport in Dallas more commonly known as Dallas Love Field Airport (“Airport”); and

WHEREAS, the City of Dallas entered into a Commercial Lease for a term of thirty-nine years with three ten-year renewal options with The Braniff Centre, LP on May 20, 2016 at the Airport; and

WHEREAS, The Braniff Centre, LP has the right to sublease all or a portion of the leased premises in accordance to the terms and conditions of the Commercial Lease; and

WHEREAS, The Braniff Centre, LP must seek Dallas City Council approval of any sublease having a term of twenty years or covering more than 100,000 square feet.

Now, Therefore,

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

SECTION 1. That the Dallas City Council, upon approval as to form by the City Attorney, hereby approves a sublease agreement between The Braniff Centre, LP and CLT Commercial Partners, LP of approximately 248,020 square feet of land and improvements located at Dallas Love Field Airport.

SECTION 2. That the key terms and conditions of the sublease are:

- a. Identical to the original Commercial Lease between the City of Dallas and The Braniff Centre, LP.
- b. The sublease premises contains approximately 248,020 square feet of land and improvements.

SECTION 3. That this contract is designated as Contract No. AVI-2016-00000755.

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

AGENDA ITEM # 8

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 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 Project Phases III and IV at Dallas Love Field; and **(2)** an increase in appropriations in an amount not to exceed \$92,749 in the Aviation Near Term Passenger Facility Charge Fund - Not to exceed \$92,749 - 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 Project Phases III and IV at Dallas Love Field. The project includes, reconstruction of Taxiway Bravo from the Runway 31R end to Taxiway B1, reconfigure taxiway connectors, reconstruct Taxiway Bravo from Taxiway P to Taxiway B4 and construct a new portion of Taxiway Mike from existing Taxiway D to the existing Taxiway B4, along with new connecting taxiways.

This agreement will pay for the FAA services during the rehabilitation of Taxiway Bravo Phases III and IV. 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
FAA Design Review Begin	July 2018
Complete Design	December 2018
Complete Design Review	January 2019
Begin Construction	May 2019
Complete Construction	May 2020

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 June 25, 2018.

FISCAL INFORMATION

Aviation Near Term Passenger Facility Charge Funds - \$92,748.91

MAPS

Attached

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW OF BIDDING, OR PERMIT PURPOSES. BE USED FOR CONSTRUCTION. 14422 ON 7/28/2017 IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY MANNER WITHOUT THE WRITTEN AUTHORITY OF THE PROJECT MANAGER.

REV	DATE	DESCRIPTION

Dallas
Love Field

PHASE III - TAXIWAY BRAVO - PHASE III (TAXIWAY B1 - RUNWAY 31R)

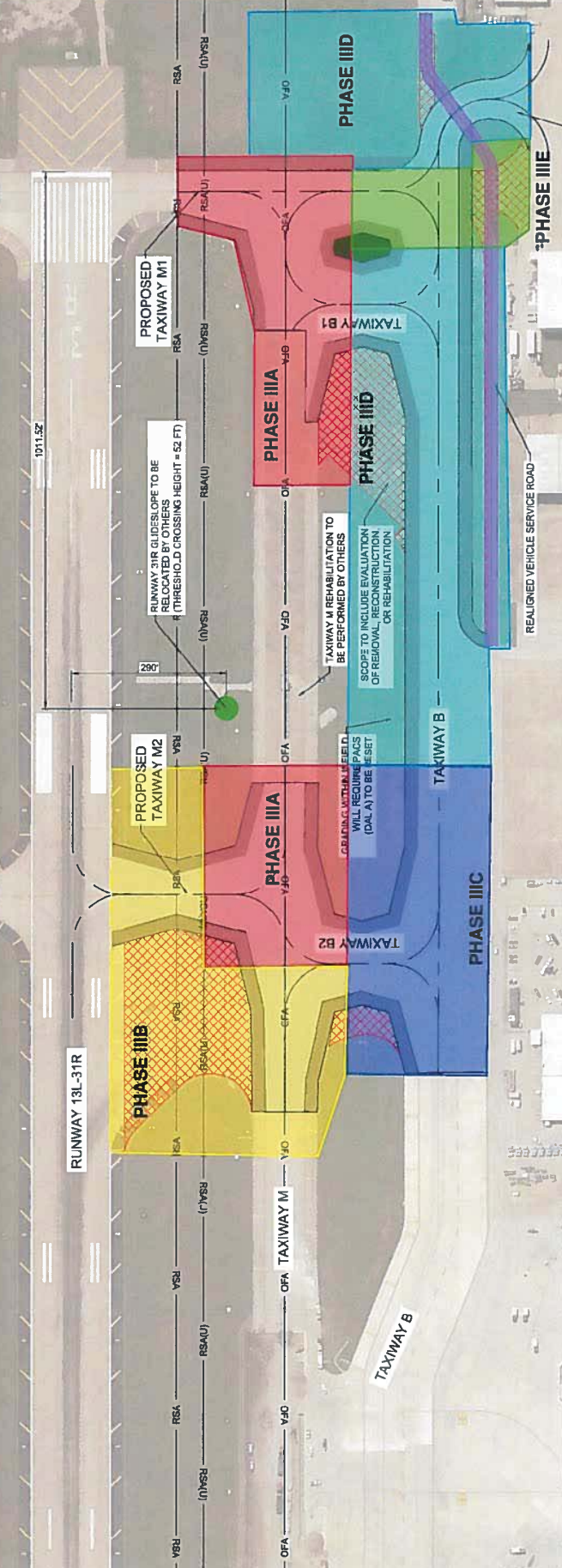
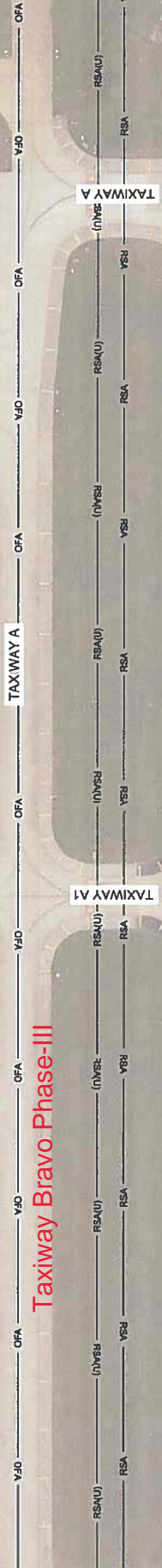
JOB NO: 17GR1125
DATE: JULY, 2017
DESIGNED BY: SCA
DRAWN BY: SEC

DATE OF ORIGINAL DRAWING: 11/14/17
DATE OF THIS REVISION: 07/28/17

DRAWING NUMBER: EX-D

SHEET NUMBER: 4

Taxiway Bravo Phase-III

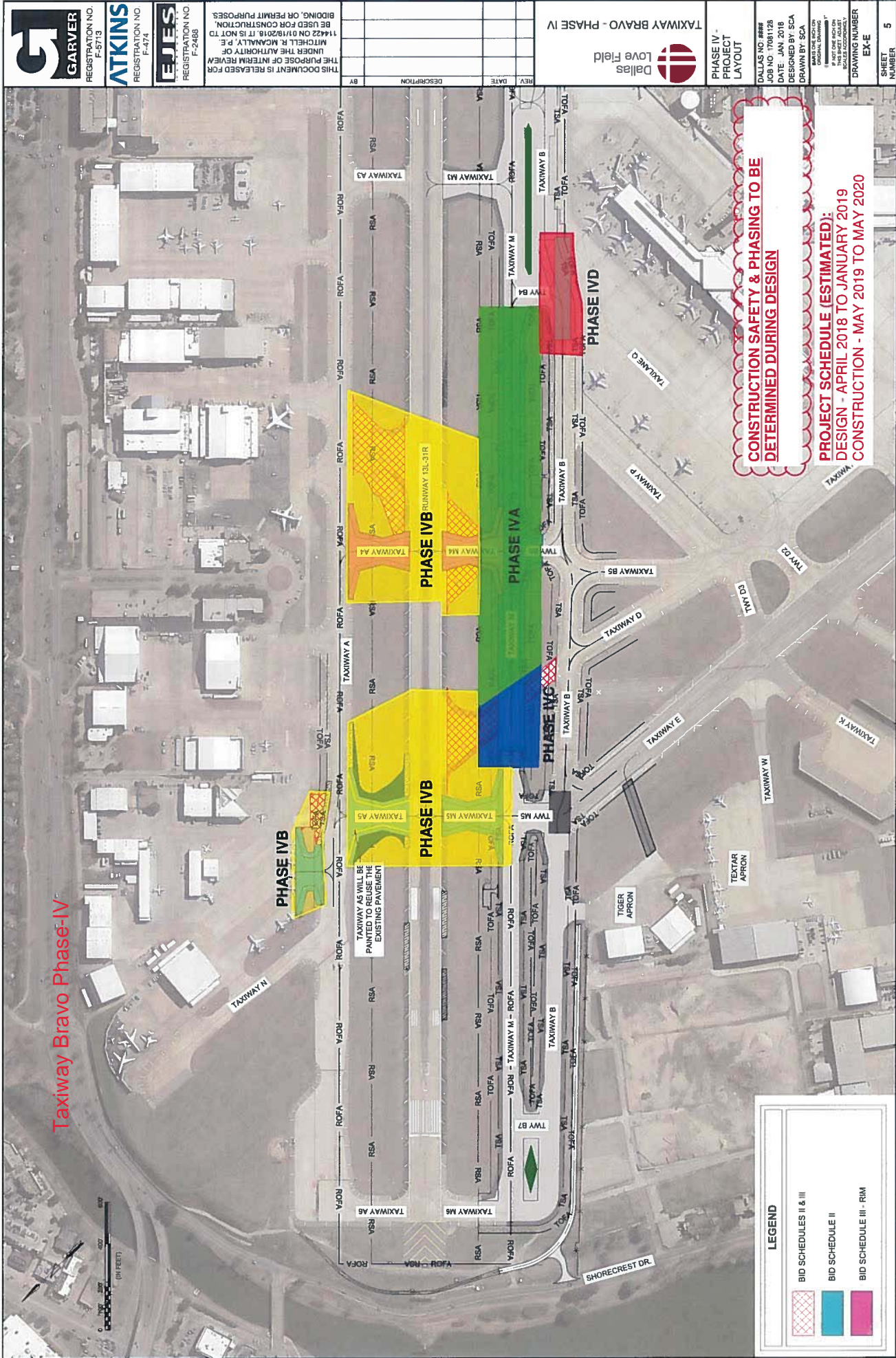


0 50 100 200 300 (IN FEET)

PROJECT LAYOUT LEGEND

- BID SCHEDULE I - FULL-STRENGTH PAVEMENT
- BID SCHEDULE I - SHOULDER-STRENGTH PAVEMENT
- BID SCHEDULE I - PAVEMENT REMOVAL
- BID SCHEDULE I - VEHICLE SERVICE ROAD REALIGNMENT

Taxiway Bravo Phase-IV



CONSTRUCTION SAFETY & PHASING TO BE DETERMINED DURING DESIGN

PROJECT SCHEDULE (ESTIMATED):
 DESIGN - APRIL 2018 TO JANUARY 2019
 CONSTRUCTION - MAY 2019 TO MAY 2020

LEGEND

- BID SCHEDULES II & III
- BID SCHEDULE II
- BID SCHEDULE III - RIM

<p>REGISTRATION NO. F-5713</p>	<p>REGISTRATION NO. F-474</p>	<p>REGISTRATION NO. F-2488</p>	<p>THIS DOCUMENT IS RELEASED FOR BIDDING, OR PERMIT PURPOSES. 114422 ON 01/19/2018. IT IS NOT TO BE USED FOR CONSTRUCTION. MITCHELL R. MCANALLY, P.E. UNDER THE AUTHORITY OF THE PURPOSE OF INTERIM REVIEW</p>	<p>PHASE IV - PROJECT LAYOUT</p>	<p>TAXIWAY BRAVO - PHASE IV</p>
<p>DALLAS LOG NUMBER: 17081128 DATE: JAN 2018 DESIGNED BY: SCA DRAWN BY: SCA</p>		<p>DATE: 01/19/2018 TIME: 10:41 AM FILE: 17081128_TWB-IV-18.dwg PLOT SCALE: 1/8"=1'-0"</p>		<p>DATE: 01/19/2018 TIME: 10:41 AM FILE: 17081128_TWB-IV-18.dwg PLOT SCALE: 1/8"=1'-0"</p>	<p>DATE: 01/19/2018 TIME: 10:41 AM FILE: 17081128_TWB-IV-18.dwg PLOT SCALE: 1/8"=1'-0"</p>

<p>DATE: 01/19/2018 TIME: 10:41 AM FILE: 17081128_TWB-IV-18.dwg PLOT SCALE: 1/8"=1'-0"</p>	<p>DATE: 01/19/2018 TIME: 10:41 AM FILE: 17081128_TWB-IV-18.dwg PLOT SCALE: 1/8"=1'-0"</p>	<p>DATE: 01/19/2018 TIME: 10:41 AM FILE: 17081128_TWB-IV-18.dwg PLOT SCALE: 1/8"=1'-0"</p>	<p>DATE: 01/19/2018 TIME: 10:41 AM FILE: 17081128_TWB-IV-18.dwg PLOT SCALE: 1/8"=1'-0"</p>
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SHEET NUMBER 5

June 27, 2018

WHEREAS, on March 25, 2015, City Council authorized a professional services contract with Garver, LLC to provide design and preparation of construction documents for the Airfield Pavement Repairs Project at Dallas Love Field, in an amount \$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

June 27, 2018

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 documents services for the Love Field 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, increasing the contract amount from \$5,218,504.00 to \$7,974,004.00, by Resolution No. 18-0599; and

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 Project Phase III and IV at Dallas Love Field.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an Other Transaction Agreement with the Federal Aviation Administration (FAA), approved as to form by the City Attorney, to provide engineering support for the Rehabilitation of Taxiway Bravo Project Phase III and IV at Dallas Love Field, in an amount not to exceed \$92,748.91.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$92,748.91 in the Aviation Near Term Passenger Facility Charge Fund as follows:

Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D015, Object 4113	\$46,374.45
Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D017, Object 4113	<u>\$46,374.46</u>
Total amount not to exceed	\$92,748.91

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$92,748.91 to be paid to the FAA, in accordance with the terms and conditions of the Other Transaction Agreement, as follows:

Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D015, Object 4113 Activity AAIP, Program AVID015 Encumbrance/Contract CX-AVI-2018-00006593 Commodity 92500, Vendor 174291	\$46,374.45
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June 27, 2018

SECTION 3. (continued)

Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D017, Object 4113 Activity AAIP, Program AVID017 Encumbrance/Contract CX-AVI-2018-00006593 Commodity 92500, Vendor 174291	<u>\$46,374.46</u>
Total amount not to exceed	\$92,748.91

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Rehabilitation of Taxiway Bravo Phase III and IV Project at Dallas Love Field. Upon the approval of PFC funding by the FAA for this project, in an amount not to exceed \$92,748.91, the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$92,748.91 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 \$92,748.91 from the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099 to the Aviation Near Term Passenger Facility Charge Fund, as follows:

Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D015, Object 5011	\$46,374.45
Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D017, Object 5011	<u>\$46,374.46</u>
Total amount not to exceed	\$92,748.91

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.

STRATEGIC PRIORITY: Public Safety

AGENDA DATE: June 27, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Equipment and Building Services

CMO: Jody Puckett, 670-3390

MAPSCO: 45Q

SUBJECT

Ratify an emergency construction services contract with Peruna Glass, Inc. dba Glass Doctor of North Texas for the removal and replacement of the ground floor windows on the east and west sides of Dallas City Hall located at 1500 Marilla Street - Not to exceed \$203,344 - Financing: Capital Construction Funds

BACKGROUND

This action will authorize an emergency construction services contract with Peruna Glass, Inc. dba Glass Doctor of North Texas for the removal and replacement of the ground floor windows on the east and west sides of Dallas City Hall located at 1500 Marilla Street.

On March 25, 2018 a significant crack was discovered on the ground floor window on the east side of the building. The crack continues to spread along the glass pane causing safety concerns and risks of the glass falling and shattering.

Three bids were received consistent with the City’s emergency procurement process. Peruna Glass, Inc. dba Glass Doctor of North Texas was selected as the lowest responsible bidder.

The emergency replacement includes labor and materials for the removal and replacement of the ground floor windows on the east and west sides of Dallas City Hall.

Some of the framing materials have a 12-week lead time, so it is imperative to have a contract authorized in order to have materials ordered.

ESTIMATED SCHEDULE OF PROJECT

Begin Emergency Repairs	July 2018
Complete Emergency Repairs	November 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

Capital Construction Funds - \$203,344

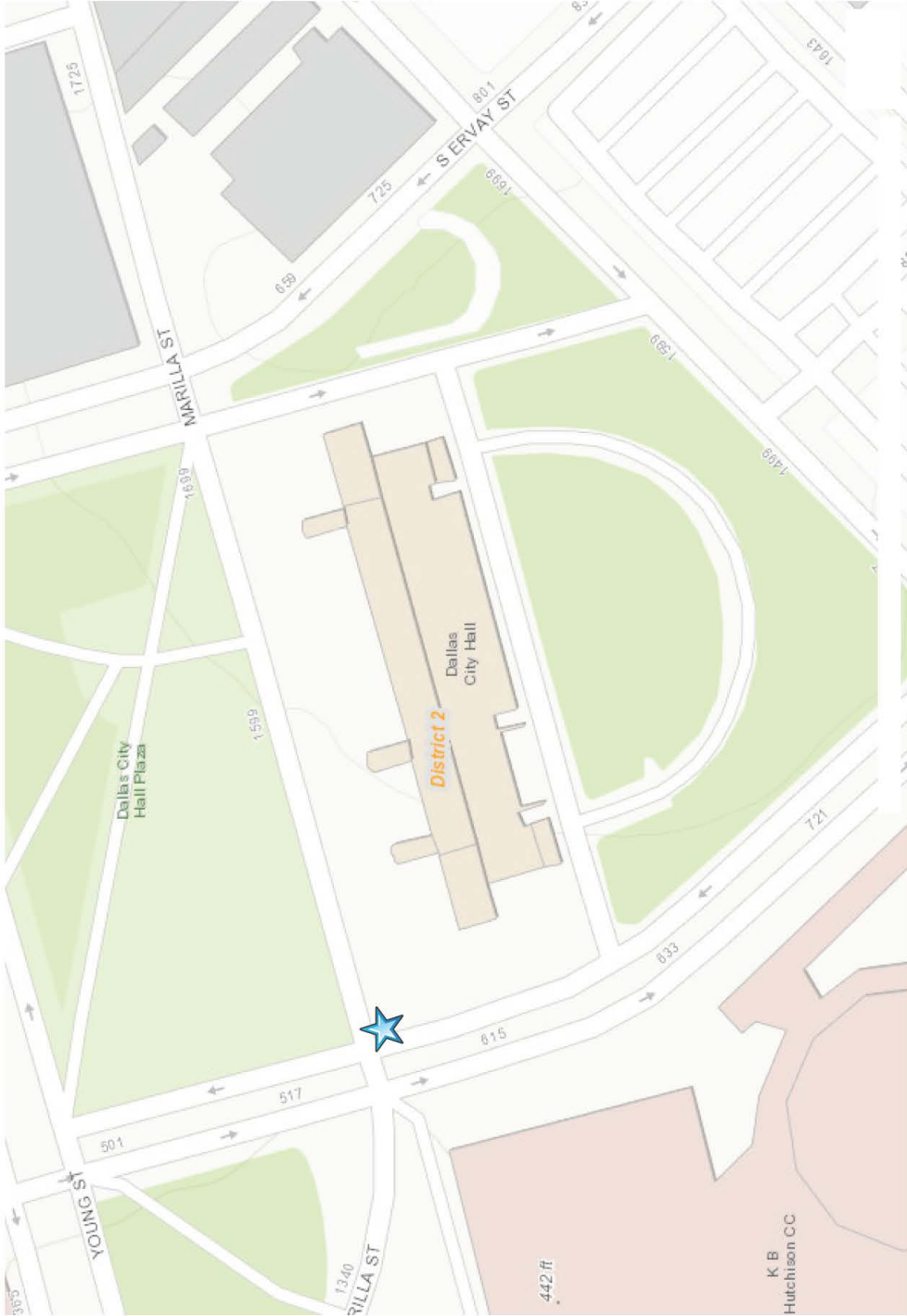
OWNER

Peruna Glass, Inc. dba Glass Doctor of North Texas

Larry Patterson, President

MAP

Attached



June 27, 2018

WHEREAS, the need to perform emergency removal and replacement of the ground floor windows on the east and west sides of Dallas City Hall was identified; and

WHEREAS, Peruna Glass, Inc. dba Glass Doctor of North Texas submitted a proposal for emergency glass replacement at Dallas City Hall; and

WHEREAS, it is now necessary to ratify an emergency construction services contract with Peruna Glass, Inc. dba Glass Doctor of North Texas for the removal and replacement of the ground floor windows on the east and west sides of Dallas City Hall located at 1500 Marilla Street in an amount not to exceed \$203,344.

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 ratified emergency construction services contract with Peruna Glass, Inc. dba Glass Doctor of North Texas for the removal and replacement of the ground floor windows on the east and west sides of Dallas City Hall located at 1500 Marilla Street.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$203,344 to Peruna Glass, Inc. dba Glass Doctor of North Texas, in accordance with the terms and conditions of the contract from the Capital Construction Fund, Fund 0671, Department EBS, Unit W221, Object 3210, Program EB18112, Encumbrance/Contract No. CX-EBS-2018-00006718, Vendor 517192.

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 # 13

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

Outside City Limits

DEPARTMENT:

Department of Sustainable Development and Construction
Water Utilities Department
City Attorney's Office

CMO:

Majed Al-Ghafry, 670-3302
Larry Casto, 670-3491

MAPSCO:

N/A

SUBJECT

Authorize settlement in lieu of proceeding with condemnation of a tract of land containing approximately 57,467 square feet, located in Kaufman County for the Lake Tawakoni 144-inch Pipeline Project, from Julie D. Lockmiller and James Lockmiller - Not to exceed \$14,872, increased from \$38,250 (\$35,250, plus closing costs and title expenses not to exceed \$3,000) to \$53,122 (\$50,122, plus closing costs and title expenses not to exceed \$3,000) – Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This item authorizes a settlement for the acquisition of a tract of land containing approximately 57,467 square feet located in Kaufman County from Julie D. Lockmiller and James Lockmiller. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni 144-inch Pipeline Project. This settlement will allow acquisition of the property without further condemnation proceedings.

On August 12, 2015, City Council authorized the purchase and/or condemnation in the total amount of \$38,250, by Resolution No. 15-1417. The settlement will avoid increased costs associated with construction delays, commissioners' costs, updated appraisal reports, court filing fees and uncertainty associated with possibility of commissioners' award being higher than the negotiated amount of \$53,122. The consideration is based on an independent appraisal. There are no relocation benefits associated.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 12, 2015, City Council authorized acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Cynthia Lynn Daniel and Matthew Gregory Daniel, of a tract of land containing approximately 57,467 square feet located in Kaufman County for the Lake Tawakoni 144-inch Pipeline Project by Resolution No. 15-1417.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$14,872

Resolution No. 15-1417	\$38,250
Additional Amount (this action)	<u>\$14,872</u>
Total Authorized Amount	\$53,122

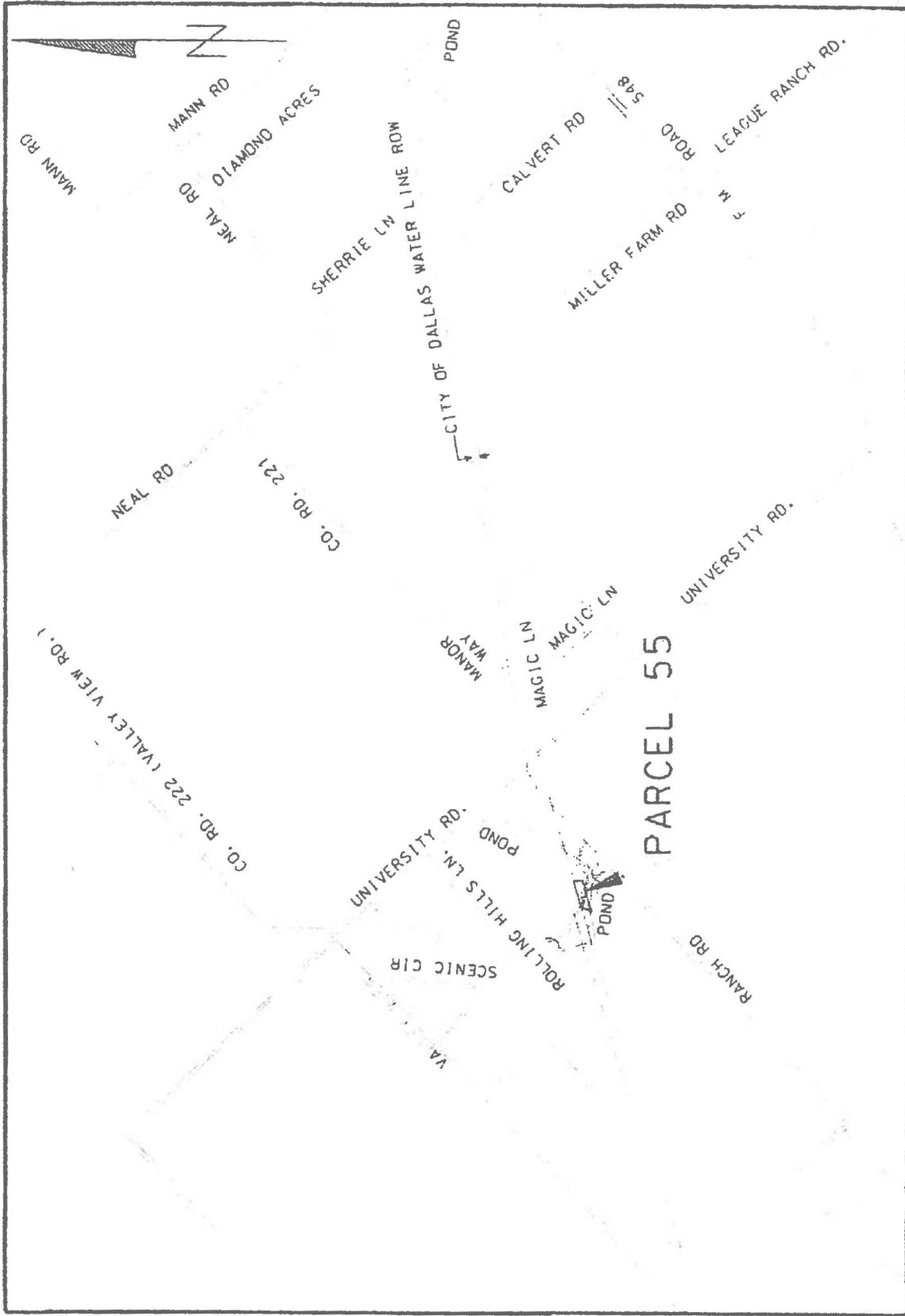
OWNERS

Julie D. Lockmiller

James Lockmiller

MAP

Attached



VICINITY MAP
 APPROXIMATE SCALE 1" = 2000'

June 27, 2018

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR A NEGOTIATED PRICE HIGHER THAN THE AUTHORIZED PURCHASE AMOUNT.

WHEREAS, the Dallas City Council by the FIRST RESOLUTION authorized acquisition, by purchase and/or eminent domain, of the PROPERTY INTERESTS in the PROPERTY held by OWNER for the PROJECT (all said capitalized terms being defined below); and

WHEREAS, OWNER refused the FIRST RESOLUTION PURCHASE AMOUNT, but has agreed to the SETTLEMENT AMOUNT stated herein; and

WHEREAS, the City Council desires to authorize the City Manager to acquire the PROPERTY INTERESTS in the PROPERTY for the negotiated SETTLEMENT AMOUNT stated herein.

Now, Therefore,

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

SECTION 1. That the following definitions shall apply to this resolution:

“CITY”: The City of Dallas

“FIRST RESOLUTION”: Resolution No. 15-1417 approved by the Dallas City Council on August 12, 2015, to authorize the purchase and/or condemnation for a purchase amount of \$35,250, plus closing costs and title expenses not to exceed \$3,000.

“PROJECT”: Lake Tawakoni 144-inch Pipeline Project

“USE”: The installation, use, and maintenance of a pipeline or lines for the transmission of treated water together with such appurtenant facilities as may be necessary, provided, however to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

“OWNER”: Julie D. Lockmiller and James Lockmiller, 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.

June 27, 2018

SECTION 1. (continued)

“PROPERTY INTEREST”: Fee Simple, subject to the exceptions, reservations, covenants, conditions and/or interests, if any provided in the conveyance instrument more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

“PROPERTY”: Approximately 57,467 square feet of land located in Kaufman County, Texas, and being the same property more particularly described in “Exhibit A”, attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining hereto.

“FIRST RESOLUTION PURCHASE AMOUNT”: \$35,250

“SETTLEMENT AMOUNT”: \$50,122

“CLOSING COSTS AND TITLE EXPENSES”: Not to exceed \$3,000

“REVISED AUTHORIZED AMOUNT”: \$53,122

SECTION 2. 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 the CITY of the PROPERTY INTERESTS in and to the PROPERTY pursuant to the conveyance instrument 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 the transaction.

SECTION 3. 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 4. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 5. That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the SETTLEMENT AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Water Capital Improvement Fund, Fund 3115, Department DWU, Unit PW20, Activity RWPT, Program 704041, Object 4230, Encumbrance/Contract No. CX-DWU-2018-00005996. The SETTLEMENT AMOUNT and the CLOSING COSTS and TITLE EXPENSES together shall not exceed the REVISED AUTHORIZED AMOUNT.

June 27, 2018

SECTION 6. That the CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and the 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 7. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

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

BY: 
Assistant City Attorney

FIELD NOTES
DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION OF
RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER
TRANSMISSION MAIN
KAUFMAN COUNTY, TEXAS
Parcel: 55

BEING a 1.319 acre tract of land in the Juan Lopez Survey, Abstract No. 286, in Kaufman County, Texas, being part of Lot 12C, of the Lakeview Estates Addition, an addition to Kaufman County (unrecorded plat), also being a portion of a tract of land described in a Special Warranty Deed with Vendor's Lien (Vendor's Lien Reserved to Grantor) to Cynthia Lynn Daniel and Matthew Gregory Daniel, Recorded April 29, 2010, in Volume 3754, Page 291 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), being more particularly described as follows:

BEGINNING at a 3/8-inch iron rod with cap stamped "RPLS3935" and a 5/8-inch iron rod with cap stamped "D.C.A." found at the northwest corner of said Lot 12C, being the northernmost corner of Lot 11C of said Lakeview Estates Addition, also being in the south line of a City of Dallas Water Line Right-of-Way (variable width at this point), recorded in Volume 508, Page 526, D.R.K.C.T.:

THENCE North 70 degrees 11 minutes 16 seconds East, with the common line of the south line of said City of Dallas Water Line Right-of-Way and the north line of said Lot 12C, a distance of 392.79 feet to a 3/8-inch iron rod found at the northernmost common corner of said Lot 12C, being the northwest corner of Lot 13C of said Lakeview Estates Addition;

THENCE South 10 degrees 01 minute 15 seconds East, departing the south line of said City of Dallas Right-of-Way and with the common line of the east line of said Lot 12C and the west line of said Lot 13C, a distance of 131.92 feet to a 1/2-inch iron rod with a red plastic cap stamped "DAL-TECH" set;

THENCE South 70 degrees 11 minutes 16 seconds West, departing said common line and, a distance of 491.32 feet to a point (unable to set) in the west line of said Lot 12C and the east line of said Lot 11C;

THENCE North 23 degrees 07 minutes 34 seconds East, with the common line of the west line of said Lot 12C and the east line of said Lot 11C, a distance of 177.57 feet to the POINT OF BEGINNING and containing 57,467 square feet or 1.319 acres of land, more or less.

All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale factor of 1.000114077 as published by the Texas Department of Transportation, Dallas District was used for this project.

A plat of even survey date herewith accompanies this legal description.

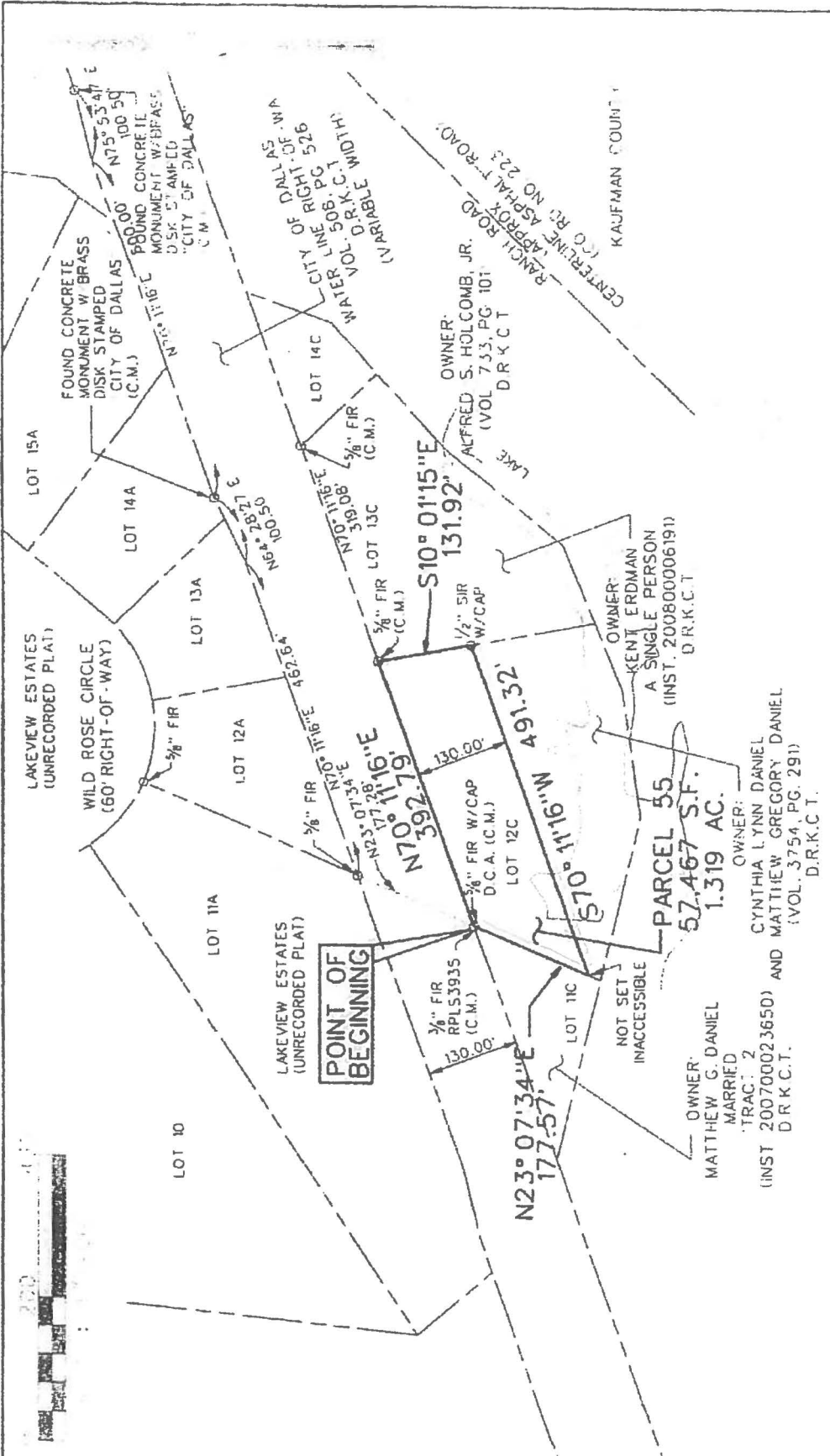
Company Name: DAL-TECH Engineering, Inc.
TBPLS Firm No. 10123500

By: [Signature] Date: 10-2-13

Surveyor's Name: Patrick J. Baldasaro
Registered Professional Land Surveyor
Texas No. 5504



FIELD NOTES APPROVED:
[Signature] 10/2/13



NOTE: THIS SURVEY WAS PERFORMED BASE UPON RECORD DATA PROVIDED UNDER TITLE INSURANCE COMPANY COMMITMENT G.F. NUMBER 20734-KF06, WITH AN EFFECTIVE DATE OF JANUARY 3, 2011

- LEGEND:
- S.F. SQUARE FEET
 - C.M. CONTROL MONUMENT
 - FIR FOUND IRON ROD
 - FIP FOUND IRON PIPE
 - 1/2" SIR SET IRON ROD WITH A W/CAP RED PLASTIC CAP STAMPED "DAL-TECH" DR "DTE"
 - SX SET "X" CUT IN CONCRETE
 - SPK FOUND PK. NAIL

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM. NORTH CENTRAL ZONE 4202, ACCORDING TO MEASUREMENTS MADE AT PGS CONTINUOUSLY OPERATING REFERENCE STATIONS COLLIN CORS ARP, DALLAS CORS ARP, KAUFMAN CORS ARP, TYLER CORS ARP, AND PARIS CORS ARP. THE KAUFMAN COUNTY SCALE FACTOR OF 1.000114077 AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.

EXHIBIT

BY: WCY ACCURATEON
 PREPARED BY: WCY ACCURATEON
 10000 W. HAWES AVE. SUITE 100
 PLANO, TEXAS 75075
 FOR THE
 CITY OF DALLAS
 BY: ERIK J. FROBERGER, INC. 14116 DALLAS PARKWAY SUITE 10
 DALLAS, TEXAS 75244

OWNER:
 MATTHEW G. DANIEL
 MARRIED
 TRAC: 2
 (INST 200700023650) AND
 D.R.K.C.T.

PARCEL 55
 57,467 S.F.
 1.319 AC.

OWNER:
 CYNTHIA LYNN DANIEL
 AND MATTHEW GREGORY DANIEL
 (VOL. 3754, PG. 291)
 D.R.K.C.T.

OWNER:
 KENT ERDMAN
 A SINGLE PERSON
 (INST. 2008000006191)
 D.R.K.C.T.

OWNER:
 ALFRED S. HOLCOMB, JR.
 (VOL. 733, PG. 101)
 D.R.K.C.T.

POINT OF BEGINNING

LAKEVIEW ESTATES
 (UNRECORDED PLAT)

LAKEVIEW ESTATES
 (UNRECORDED PLAT)

FOUND CONCRETE
 MONUMENT W/ BRASS
 DISK STAMPED
 CITY OF DALLAS
 (C.M.)

WILD ROSE CIRCLE
 (60' RIGHT-OF-WAY)

WATER LINE RIGHT OF WAY
 CITY OF DALLAS
 (C.M.)

RANGI ROAD (APPROX)
 ASPHALT ROAD
 (CO. REG. NO. 223)
 KAUFMAN COUNTY

LAKEVIEW ESTATES (UNRECORDED PLAT)
 LOT 10
 LOT 11A
 LOT 12A
 LOT 13A
 LOT 14A
 LOT 15A
 LOT 14C
 LOT 13C
 LOT 12C
 LOT 11C

Exhibit B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF KAUFMAN §

That Julie D. Lockmiller and James Lockmiller , a married couple (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Kaufman, State of Texas, for and in consideration of the sum of FIFTY THOUSAND ONE HUNDRED TWENTY TWO DOLLARS AND 00/100 DOLLARS (\$50,122.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, all of the property described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

SPECIAL PROVISIONS: This conveyance is made and accepted subject to the reservations provided in Exhibit B which is attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this _____ day of _____, _____.

Julie D. Lockmiller

James Lockmiller

* * * * *

STATE OF TEXAS '
COUNTY OF KAUFMAN '

This instrument was acknowledged before me on _____
by Julie D. Lockmiller.

Notary Public, State of TEXAS

STATE OF TEXAS '
COUNTY OF KAUFMAN '

This instrument was acknowledged before me on _____
by James Lockmiller.

Notary Public, State of TEXAS

* * * * *

After recording return to:
City of Dallas
Department of Sustainable Development and Construction
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: Christian Roman

Warranty Deed Log No. 40157

FIELD NOTES
DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION OF
RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER
TRANSMISSION MAIN
KAUFMAN COUNTY, TEXAS
Parcel: 55

BEING a 1.319 acre tract of land in the Juan Lopez Survey, Abstract No. 286, in Kaufman County, Texas, being part of Lot 12C, of the Lakeview Estates Addition, an addition to Kaufman County (unrecorded plat), also being a portion of a tract of land described in a Special Warranty Deed with Vendor's Lien (Vendor's Lien Reserved to Grantor) to Cynthia Lynn Daniel and Matthew Gregory Daniel, Recorded April 29, 2010, in Volume 3754, Page 291 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), being more particularly described as follows:

BEGINNING at a 3/8-inch iron rod with cap stamped "RPLS3935" and a 5/8-inch iron rod with cap stamped "D.C.A." found at the northwest corner of said Lot 12C, being the northernmost corner of Lot 11C of said Lakeview Estates Addition, also being in the south line of a City of Dallas Water Line Right-of-Way (variable width at this point), recorded in Volume 508, Page 526, D.R.K.C.T.:

THENCE North 70 degrees 11 minutes 16 seconds East, with the common line of the south line of said City of Dallas Water Line Right-of-Way and the north line of said Lot 12C, a distance of 392.79 feet to a 3/8-inch iron rod found at the northernmost common corner of said Lot 12C, being the northwest corner of Lot 13C of said Lakeview Estates Addition;

THENCE South 10 degrees 01 minute 15 seconds East, departing the south line of said City of Dallas Right-of-Way and with the common line of the east line of said Lot 12C and the west line of said Lot 13C, a distance of 131.92 feet to a 1/2-inch iron rod with a red plastic cap stamped "DAL-TECH" set;

THENCE South 70 degrees 11 minutes 16 seconds West, departing said common line and, a distance of 491.32 feet to a point (unable to set) in the west line of said Lot 12C and the east line of said Lot 11C;

THENCE North 23 degrees 07 minutes 34 seconds East, with the common line of the west line of said Lot 12C and the east line of said Lot 11C, a distance of 177.57 feet to the POINT OF BEGINNING and containing 57,467 square feet or 1.319 acres of land, more or less.

All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale factor of 1.000114077 as published by the Texas Department of Transportation, Dallas District was used for this project.

A plat of even survey date herewith accompanies this legal description.

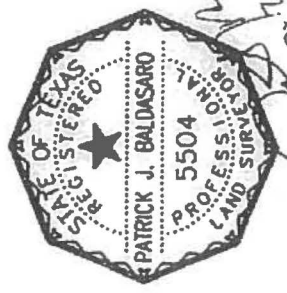
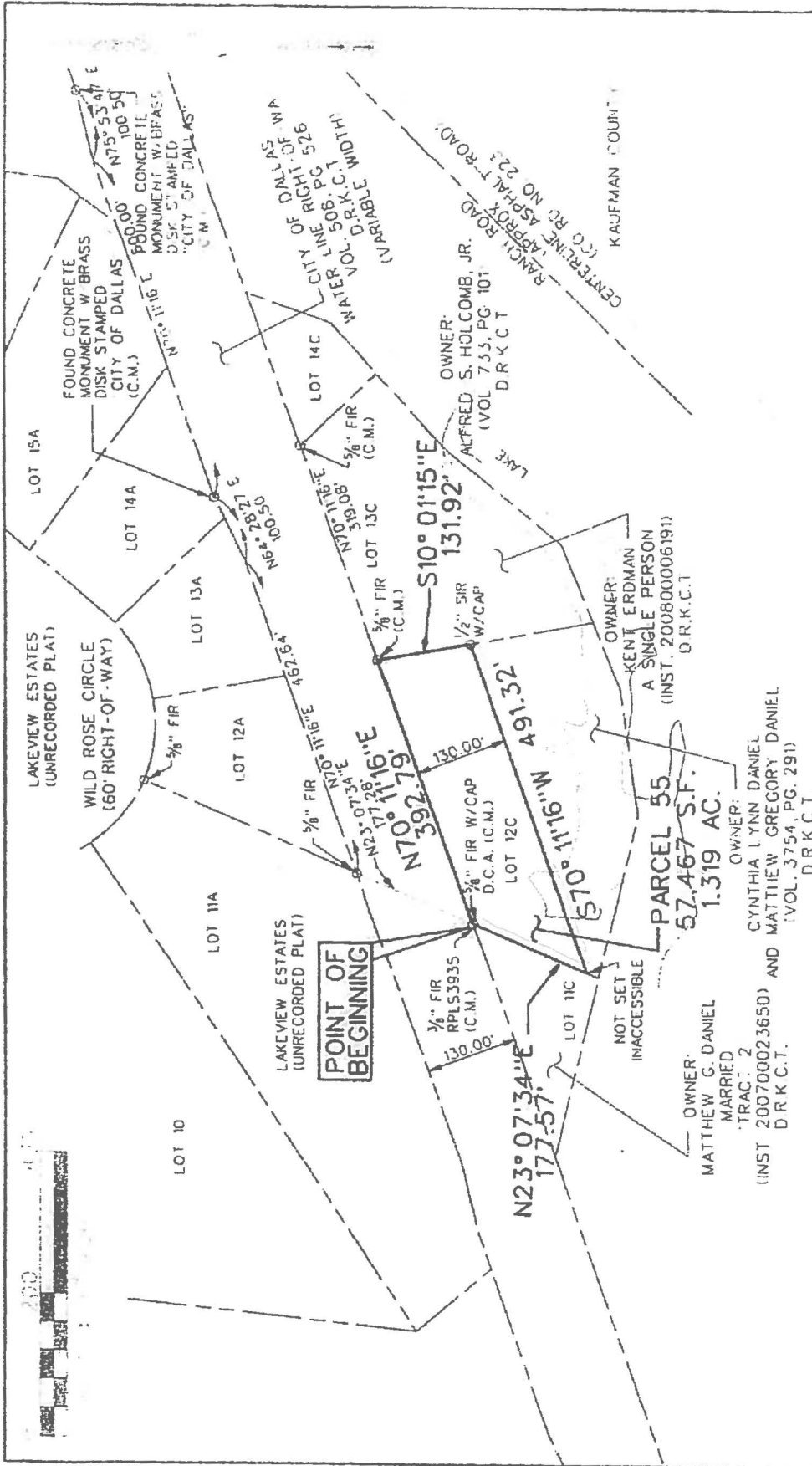
Company Name: DAL-TECH Engineering, Inc.
TBPLS Firm No. 10123500

By: [Signature] Date: 10-2-13

Surveyor's Name: Patrick J. Baldasaro
Registered Professional Land Surveyor
Texas No. 5504



FIELD NOTES APPROVED:
[Signature] 10/2/13



NOTE: THIS SURVEY WAS PERFORMED BASE UPON RECORD DATA PROVIDED UNDER TICOR TITLE (INSURANCE COMPANY COMMITMENT G.F. NUMBER 20734-KF06, WITH AN EFFECTIVE DATE OF JANUARY 3, 2011)

- LEGEND:
- S.F. SQUARE FEET
 - C.M. CONTROL MONUMENT
 - OFIR FOUND IRON ROD
 - OFIP FOUND IRON PIPE
 - O 1/2" SIR 1/2" SET IRON ROD WITH A W/CAP
 - RED PLASTIC CAP STAMPED "DAL-TECH" OR "DTE"
 - SET "X" CUT IN CONCRETE FOUND PK, NAIL
 - OSK SET PK, NAIL
 - OSPK SET PK, NAIL

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4203, ACCORDING TO MEASUREMENTS MADE AT NGS CONTINUOUSLY OPERATING REFERENCE STATIONS COLLIN CORDS ARP, DALLAS CORDS ARP, KAUFMAN CORDS ARP, TYLER CORDS ARP, AND PARIS CORDS ARP. THE KAUFMAN COUNTY SCALE FACTOR OF 1.000114017 AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.

EXHIBIT

PROJECT: HWY RECONSTRUCTION
 SCHEDULE NO. 14
 COUNTY: TARRANT COUNTY, TEXAS
 MUNICIPALITY: WORTH TEXAS
 FOR THE
 CITY OF DALLAS
 BY
 SAU FIELD ENGINEERING, INC. 14405 DALLAS PARKWAY, SUITE 100
 DALLAS, TEXAS 75244 TEL: (972) 251-3737 FAX: (972) 251-3738

OWNER: MATTHEW G. DANIEL
 MARRIED
 TRACT: 2
 (INST 200700023650) AND MATTHEW GREGORY DANIEL
 D.R.K.C.T.

OWNER: KENT ERDMAN
 A SINGLE PERSON
 (INST. 200800006191)
 D.R.K.C.T.

OWNER: AFFRED S. HOLCOMB, JR.
 (VOL 753, PG 101)
 D.R.K.C.T.

PARCEL 55
 57,467 S.F.
 1.319 AC.

POINT OF BEGINNING

EXHIBIT "B"

EASEMENT – ACCESS [To Be Located]

Grantor, for Grantor and Grantor's heirs, successors and assigns ("the holder of the easement") does hereby reserve an easement over, on and across the property described in Exhibit "A" to provide free and uninterrupted pedestrian, vehicular and utility access at one location to and from Grantor's adjoining or abutting property, being more fully described in Attachment "1", attached hereto and made a part hereof by reference for all purposes, (the "Dominant Estate Property") and portions thereof, in a manner as not to endanger or interfere with the safe, efficient and/or convenient use of and activity on the property described in Exhibit "A" by City.

The easement is appurtenant to and runs with the Dominant Estate Property and all portions of it, whether or not the easement is referenced in any conveyance of the Dominant Estate Property or any portion of it. The easement binds and inures to the benefit of Grantor and City and their respective heirs, successors, and assigns.

The easement is perpetual.

This easement is nonexclusive, and City reserves for City and City's successors and assigns the right to convey the same or similar easement or other rights or easements to others. Notwithstanding any provision of this easement reservation to the contrary, City and City's successors and assigns shall in all respects and at all times have the superior and paramount right of use, access and control of the property described in Exhibit "A" and covered by this easement, without any liability for damages, destruction or injury to any improvements located in the easement, from time to time.

Professionally engineered plans and specifications bearing the seal of a professional engineer currently registered in the State of Texas showing the exact location of the access and any and all improvements desired by the holder of the easement, including without limitation, fill or removal of soil within the easement, paving, support, protection of City's uses, utility lines, structures and facilities, must be submitted to and approved in writing by the City of Dallas Water Department ("DWU") in advance of any construction by the holder of the easement. No vehicle, equipment or machinery exceeding a total weight of 15,000 lbs may come on the easement or any use be allowed to exist that would exceed said weight limit at any time during normal use unless confined to the designated access points on improvements the plans and specifications for which are structurally designed and constructed with supporting appurtenances that meet or exceed H20 highway design capacity and that protect the City's facilities from all imposed loading. The parties acknowledge and agree that the paramount consideration in the evaluation of any access location and/or proposed improvements is to fully and completely accommodate City's uses (current, anticipated, and/or potential) of the property described in Exhibit "A" and any facilities it may install. Consequently, City's determinations in this regard are conclusive and final. All such improvements and maintenance of the access location will be at the sole expense of the holder of the easement and must be constructed in a good and workmanlike manner in

conformity with the approved plans and specifications. The holder of the easement will maintain the access location in a neat, clean and safe condition at all times.

Once the exact location of the access has been identified by the holder of the easement and approved by City, the remainder of the property described by Exhibit "A" shall be released from this easement and the parties shall execute and deliver any and all instruments reasonably necessary, appropriate and/or convenient to document same. If City desires to have the access location identified and established before the holder of the easement has requested to identify and establish the exact location of same, City may require the easement holder to identify a location acceptable to both parties in the reasonable good faith exercise of their discretion, in which case the remainder of the property described by Exhibit "A" shall be released from this easement and the parties shall execute and deliver any and all instruments reasonably necessary, appropriate and/or convenient to document same. In such event if the parties cannot reach agreement on the location of the access, City may unilaterally identify and establish same, in which case the remainder of the property described by Exhibit "A" shall be released from this easement and the parties shall execute and deliver any and all instruments reasonably necessary, appropriate and/or convenient to document same.

The holder of the easement agrees to indemnify, defend and hold City and City's successors in interest harmless from any loss, attorney's fees, court and other costs, expenses or claims attributable to any breach or default of any provision of this easement by the holder and/or any negligent act or omission by the holder with regard to this easement. In the event the holder of the easement shall place any unpermitted structure, improvement, use or material within the easement and fails to remove same immediately upon receipt of notice from City, City shall have the right, but not the obligation, to remove such structure, improvement, use and/or material, and the holder of the easement shall reimburse City for any and all costs connected with such action immediately upon demand.

FIELD NOTES
DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION OF
RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER
TRANSMISSION MAIN
KAUFMAN COUNTY, TEXAS
Parcel: 55

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THENCE North 23 degrees 07 minutes 34 seconds East, with the common line of the west line of said Lot 12C and the east line of said Lot 11C, a distance of 177.57 feet to the POINT OF BEGINNING and containing 57,467 square feet or 1.319 acres of land, more or less.

All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale factor of 1.000114077 as published by the Texas Department of Transportation, Dallas District was used for this project.

A plat of even survey date herewith accompanies this legal description.

Company Name: DAL-TECH Engineering, Inc.
TBPLS Firm No. 10123500

By: [Signature] Date: 10-2-13

Surveyor's Name: Patrick J. Baldasaro
Registered Professional Land Surveyor
Texas No. 5504



FIELD NOTES APPROVED:
[Signature] 10/2/13

ATTACHMENT 2

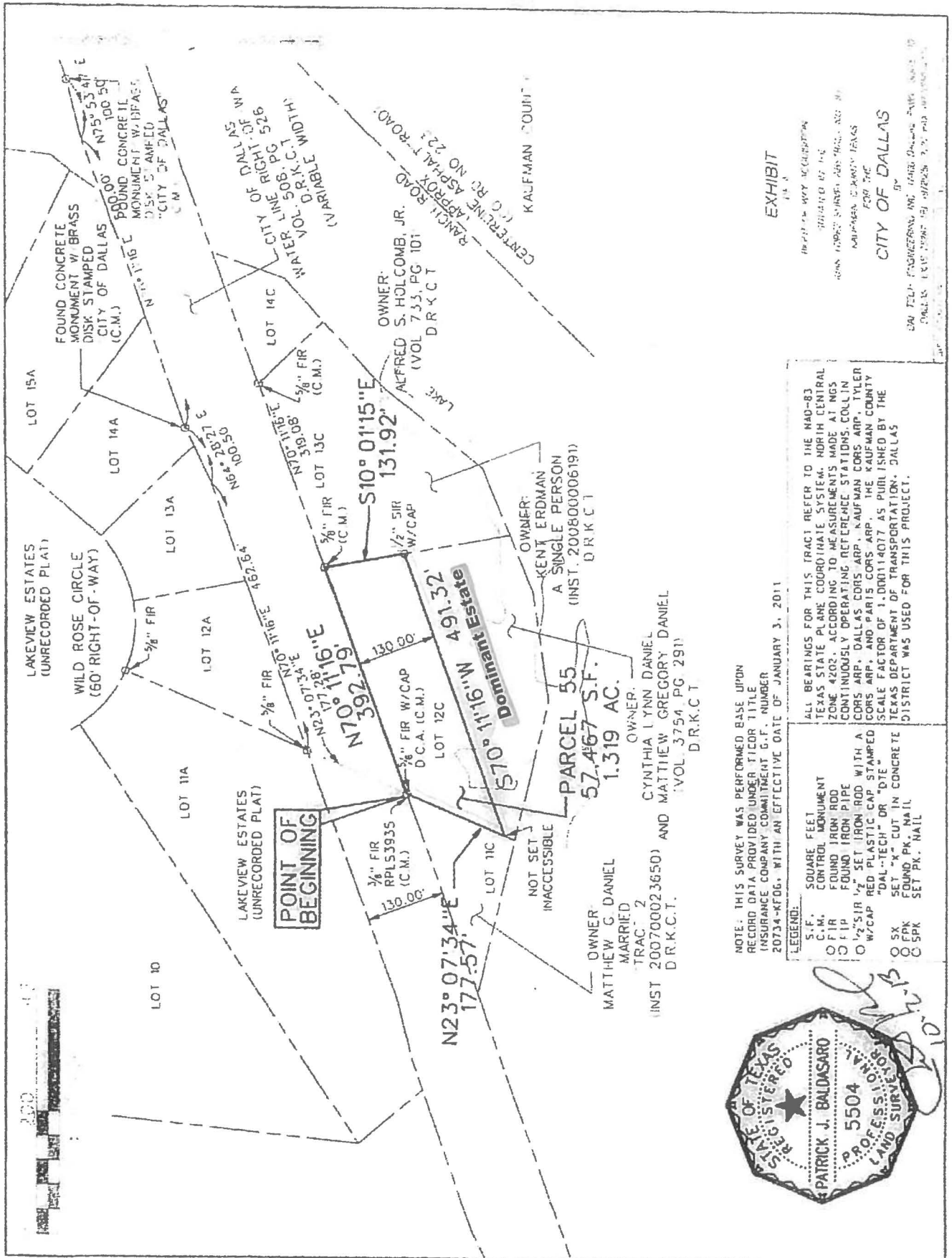


EXHIBIT
PLAT

PREPARED BY THE
CITY OF DALLAS

NAUPHREN COUNTY TEXAS
FOR THE
CITY OF DALLAS

CITY OF DALLAS

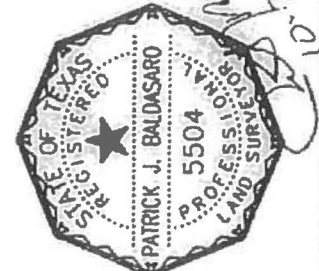
DAVID L. ENGINEERING AND SURVEYING, P.C.
DALLAS, TEXAS 75201

NOTE: THIS SURVEY WAS PERFORMED BASE UPON RECORD DATA PROVIDED UNDER TICOR TITLE INSURANCE COMPANY COMMITMENT B.F. NUMBER 20734-KF06, WITH AN EFFECTIVE DATE OF JANUARY 3, 2011

LEGEND:

S.F.	SQUARE FEET
C.M.	CONTROL MONUMENT
○ FIR	FOUND IRON ROD
○ FIP	FOUND IRON PIPE
○ 1/2" IR	1/2" SET IRON ROD WITH A RED PLASTIC CAP STAMPED "DAL-TECH" OR "DTE"
○ W/CAP	W/COVER
○ SX	SET "X" CUT IN CONCRETE
○ FPX	FOUND PK. NAIL
○ SPK	SET PK. NAIL

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO MEASUREMENTS MADE AT NGS CONTINUOUSLY OPERATING REFERENCE STATIONS: COLLIN CO. AR. DALLAS CO. AR. KAUFMAN CO. AR. TYLER CO. AR. AND PARIS CO. AR. THE KAUFMAN COUNTY SCALE FACTOR OF 1.000114077 AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.



OWNER:
MATTHEW G. DANIEL
MARRIED
TRAC. 2
(INST 200700023650) AND
CYNTHIA LYNN DANIEL
AND MATTHEW GREGORY DANIEL
(VOL. 3754, PG. 291)
D.R.K.C.T.

OWNER:
KENT ERDMAN
A SINGLE PERSON
(INST. 200800006191)
D.R.K.C.T.

OWNER:
ALFRED S. HOLCOMB, JR.
(VOL. 733, PG. 101)
D.R.K.C.T.

POINT OF BEGINNING

Parcel 55
57,467 S.F.
1.319 AC.

Dominant Estate
6710' 11.91" W 491.32'

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: June 27, 2018

COUNCIL DISTRICT(S): Outside City Limits

DEPARTMENT: Department of Sustainable Development and Construction
Water Utilities Department
City Attorney's Office

CMO: Majed Al-Ghafry, 670-3302
Larry Casto, 670-3491

MAPSCO: N/A

SUBJECT

Authorize settlement in lieu of proceeding with condemnation of a tract of land containing approximately 6,030 square feet, located in Kaufman County for the Lake Tawakoni 144-inch Pipeline Project, from Richard Stewart and Mary Stewart - Not to exceed \$2,147, increased from \$3,220 (\$720, plus closing costs and title expenses not to exceed \$2,500) to \$5,367 (\$2,867, plus closing costs and title expenses not to exceed \$2,500) – Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This item authorizes a settlement for the acquisition of a tract of land containing approximately 6,030 square feet located in Kaufman County from Richard Stewart and Mary Stewart. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni 144-inch Pipeline Project. This settlement will allow acquisition of the property without further condemnation proceedings.

This acquisition is part of the right-of-way required to construct approximately 32 miles of pipeline from Lake Tawakoni to the Interim Balancing Reservoir located in Terrell, Texas and then to the Eastside Water Treatment plant located in Sunnyvale, Texas. The new raw water pipeline will augment the existing 72-inch and 84-inch pipelines. The construction of this pipeline will give Dallas Water Utilities the ability to utilize the full capacity of both the Lake Tawakoni and the Lake Fork raw water supply to meet the current city needs and future water demands. The consideration is based on an independent appraisal. There are no relocation benefits associated.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 12, 2015, City Council authorized acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Richard Stewart and Mary Stewart, of a tract of land containing approximately 6,030 square feet located in Kaufman County for the Lake Tawakoni 144-inch Pipeline Project by Resolution No. 15-1425.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$2,147

Resolution No. 15-1421	\$3,220
Additional Amount (this action)	<u>\$2,147</u>
Total Authorized Amount	\$5,367

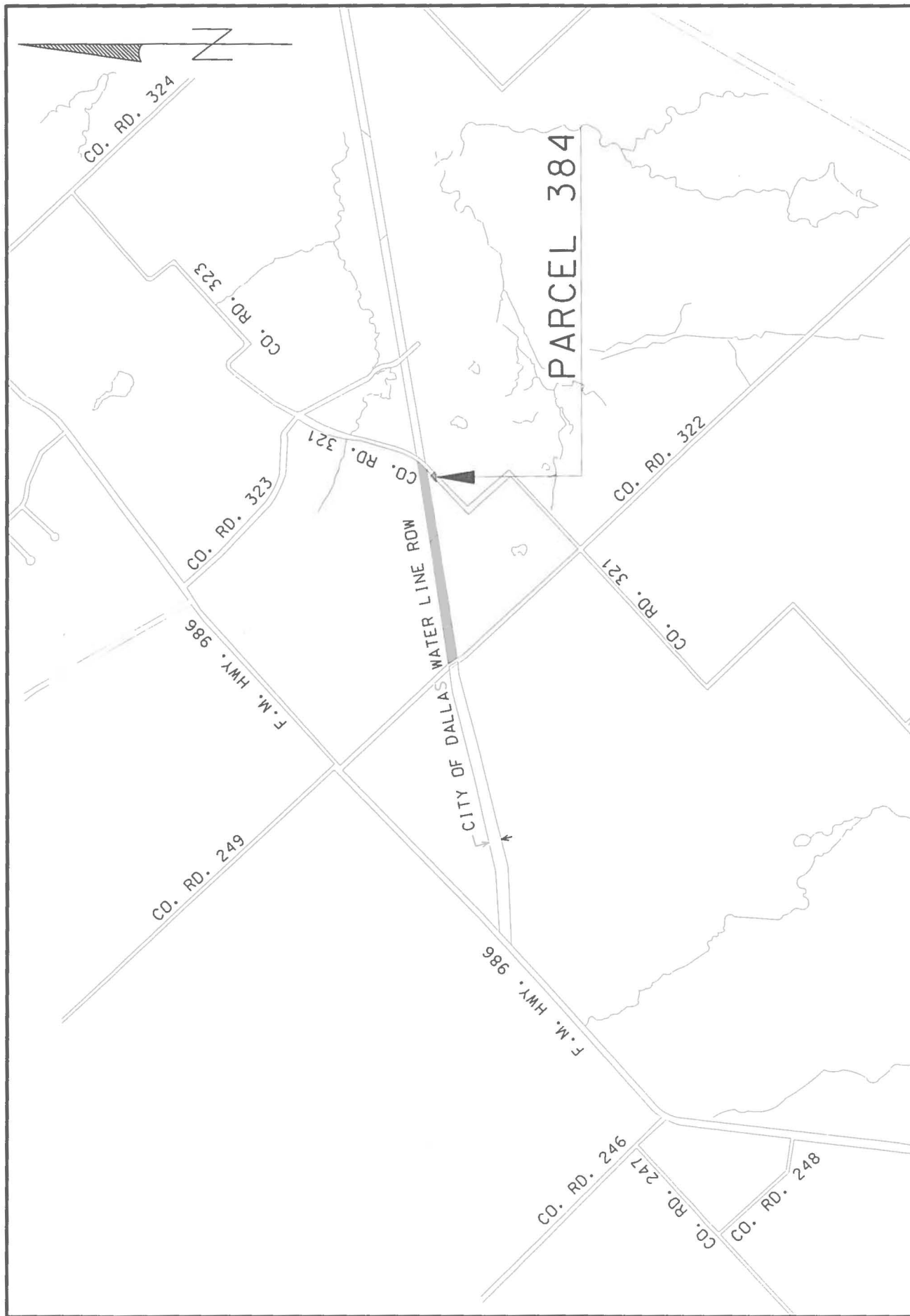
OWNERS

Richard Stewart

Mary Stewart

MAP

Attached



VICINITY MAP

APPROXIMATE SCALE 1" = 2000'

June 27, 2018

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR A NEGOTIATED PRICE HIGHER THAN THE AUTHORIZED PURCHASE AMOUNT.

WHEREAS, the Dallas City Council by the FIRST RESOLUTION authorized acquisition, by purchase and/or eminent domain, of the PROPERTY INTERESTS in the PROPERTY held by OWNER for the PROJECT (all said capitalized terms being defined below); and

WHEREAS, OWNER refused the FIRST RESOLUTION PURCHASE AMOUNT, but has agreed to the SETTLEMENT AMOUNT stated herein; and

WHEREAS, the City Council desires to authorize the City Manager to acquire the PROPERTY INTERESTS in the PROPERTY for the negotiated SETTLEMENT AMOUNT stated herein.

Now, Therefore,

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

SECTION 1. That the following definitions shall apply to this resolution:

“CITY”: The City of Dallas

“FIRST RESOLUTION”: Resolution No. 15-1425 approved by the Dallas City Council on August 12, 2015, to authorize the purchase and/or eminent domain for a purchase amount of \$720, plus closing costs and title expenses not to exceed \$2,500.

“PROJECT”: Lake Tawakoni 144-inch Pipeline Project

“USE”: The installation, use, and maintenance of a pipeline or lines for the transmission of treated water together with such appurtenant facilities as may be necessary, provided, however to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

“OWNER”: Richard Stewart and Mary Stewart, 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.

“PROPERTY INTEREST”: Fee Simple, 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.

June 27, 2018

SECTION 1. (continued)

“PROPERTY”: Approximately 6,030 square feet of land located in Kaufman County, Texas, and being the same property more particularly described in “Exhibit A”, attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining hereto.

“FIRST RESOLUTION PURCHASE AMOUNT”: \$720

“NEW SETTLEMENT AMOUNT”: \$2,867

“CLOSING COSTS AND TITLE EXPENSES”: Not to exceed \$2,500

“REVISED AUTHORIZED AMOUNT”: \$5,367

SECTION 2. 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 the CITY of the PROPERTY INTERESTS in and to the PROPERTY pursuant to the conveyance instrument 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 the transaction.

SECTION 3. 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 4. That OWNER has been provided with a copy of the Landowner’s Bill of Rights as contemplated by applicable state statute.

SECTION 5. That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the SETTLEMENT AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Water Capital Improvement Fund, Fund 3115, Department DWU, Unit PW20, Activity RWPT, Program 704041, Object 4230, Encumbrance/Contract No. CX-DWU-2018-00006018. The SETTLEMENT AMOUNT and the CLOSING COSTS and TITLE EXPENSES together shall not exceed the REVISED AUTHORIZED AMOUNT.

June 27, 2018

SECTION 6. That the CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and the 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 7. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

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

BY: 
Assistant City Attorney

FIELD NOTES
DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION
OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER
TRANSMISSION MAIN
KAUFMAN COUNTY, TEXAS
Parcel: 384

BEING a 0.1384 acre tract of land in the E. Turner Survey, Abstract No. 529, in Kaufman County, Texas, and being part of a called 36.45 acre tract of land described as "Tract II" in Warranty Deed to Richard Stewart and wife, Mary Stewart, dated August 8, 2002, as recorded in Volume 2044, Page 142, of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the north corner of said "Tract II", and the west corner of a called 44.746 acre tract of land described in Warranty Deed with Vendor's Lien to Joan Marie Layden, a single person, dated October 30, 2000, as recorded in Volume 1594, Page 77, D.R.K.C.T., also being in the southeast line of a called 5.54 acre tract of land described as "Tract 2" in Warranty Deed with Vendor's Lien to David Cerella and wife, Lauri Cerella, dated March 28, 2003, as recorded in Volume 2175, Page, 465, of the Official Public Records of Kaufman County, Texas (O.P.R.K.C.T.), and in Kaufman County Road No. 321 (variable width Right-of-Way by "use & occupation");

THENCE South 46 degrees 09 minutes 12 seconds East, departing the southeast line of said "Tract 2" and with the southwest line of said Layden tract and the northeast line of said "Tract II" a distance of 90.12 feet to a 1/2-inch iron rod with red cap stamped "DAL-TECH" (hereinafter referred to as "with cap") set;

THENCE South 77 degrees 23 minutes 59 seconds West, departing the southwest line of said Layden tract and the northeast line of said "Tract II", a distance of 160.60 feet to a 1/2-inch iron rod with cap set in the southeast line of said "Tract 2" and the northwest line of said "Tract II", also being in said Kaufman County Road No. 321;

THENCE North 43 degrees 16 minutes 05 seconds East, with the with southeast line of said "Tract 2" and the northwest line of said "Tract II", a distance of 133.84 feet, to the POINT OF BEGINNING and containing 6,030 square feet or 0.1384 acres of land, more or less.

All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale factor of 1.000114077 as published by the Texas Department of Transportation, Dallas District was used for this project.

A plat of even survey date herewith accompanies this legal description.

Company Name: DAL-TECH Engineering, Inc.
TBPLS Firm No. 10123500

By: [Signature] Date: 12-14-13

Surveyor's Name: Patrick J. Baldasaro
Registered Professional Land Surveyor
Texas No. 5504



FIELD NOTES APPROVED:
[Signature] 12/24/13

E. TURNER SURVEY
 ABSTRACT NO. 529



CITY OF DALLAS
 WATER LINE
 RIGHT-OF-WAY
 (VOL. 473, PG. 242)
 D.R.K.C.T.
 (130' WIDTH
 RIGHT-OF-WAY)

OWNER:
 DAVID CELELLA AND WIFE,
 LAURI CELELLA
 "TRACT 1"
 (VOL. 2175, PG. 465)
 O.P.R.K.C.T.

POINT OF
 BEGINNING.

FOUND CONCRETE
 MONUMENT W/BRASS
 DISK STAMPED
 "CITY OF DALLAS"
 (C.M.)

OWNER:
 DAVID CELELLA AND WIFE,
 LAURI CELELLA
 "TRACT 2"
 (VOL. 2175, PG. 465)
 O.P.R.K.C.T.

N43°16'05"E
 133.84'

S77°23'59"W
 160.60'

S46°09'12"E
 90.12'

PARCEL 384
 6,030 S.F.
 0.1384 AC.

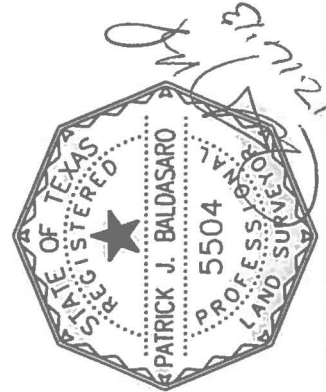
OWNER:
 JOAN MARIE LAYDEN,
 A SINGLE PERSON
 (VOL. 1594, PG. 77)
 D.R.K.C.T.

OWNER:
 RICHARD STEWART AND WIFE,
 MARY STEWART
 "TRACT II"
 (VOL. 2044, PG. 142)
 D.R.K.C.T.

OWNER:
 EARLY DOUGLAS LANE, JR.
 (VOL. 369, PG. 397)
 D.R.K.C.T.

S46°09'12"E 1181.94'

1/2" FIR
 W/CAP
 "STANGER"



NOTE: SURVEY COMPLETED WITHOUT THE BENEFIT OF TITLE COMMITMENT.

ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO MEASUREMENTS MADE AT NGS CONTINUOUSLY OPERATING REFERENCE STATIONS COLLIN CORP. APP., DALLAS CORP. APP., KAUFMAN CORP. APP., TYLER CORP. APP., AND PARIS CORP. APP. THE KAUFMAN COUNTY SCALE FACTOR OF 1.000114077 AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, DALLAS DISTRICT WAS USED FOR THIS PROJECT.

- LEGEND:
- S.F. SQUARE FEET
 - C.M. CONTROL MONUMENT
 - O FIR FOUND IRON ROD
 - O FIP FOUND IRON PIPE
 - O 1/2" SIR 1/2" SET IRON ROD WITH A RED PLASTIC CAP STAMPED "DAL-TECH" OR "OTE"
 - O SX SET "X" CUT IN CONCRETE
 - O FPK FOUND PK NAIL
 - O SPK SET PK NAIL

EXHIBIT
 OF A
 RIGHT-OF-WAY ACQUISITION
 SITUATED IN THE
 E TURNER SURVEY, ABSTRACT NO 529
 KAUFMAN COUNTY, TEXAS
 FOR THE
 CITY OF DALLAS
 BY

DAL-TECH ENGINEERING, INC. 17400 DALLAS PKWY, SUITE 110
 DALLAS, TEXAS 75287. TEL. (972)250-2727 FAX (972)250-1774

AGENDA ITEM # 15

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: June 27, 2018

COUNCIL DISTRICT(S): Outside City Limits

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 742 N; S; T; U; V; X; Y

SUBJECT

Authorize consent to the creation of the Walden Pond Water Control and Improvement District of Kaufman County within the City of Dallas' extraterritorial jurisdiction on approximately 485 acres located in Kaufman County northwest of the City of Forney - Financing: No cost consideration to the City

BACKGROUND

The City of Dallas has been petitioned by Suresh Shridharani, president of Harlan Properties, Inc., represented by Ross Martin with Winstead, owners of approximately 485 acres on the northwest side of the City of Forney, for the creation of the Walden Pond Water Control and Improvement District of Kaufman County. The property lies within the City of Dallas' extraterritorial jurisdiction (ETJ). The request is attached.

The City of Dallas consent for the creation of the Walden Pond Water Control and Improvement District of Kaufman County is required in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, because the land to be located within the proposed district would issue tax exempt bonds to finance the public water supply and conveyance, wastewater collection and treatment, storm drainage, and roadway facilities in accordance with the rules of the Texas Commission on Environmental Quality. Harlan Properties, Inc. indicates intended compliance with all applicable development regulations of the City of Dallas for all portions of the property within Dallas' ETJ. Harlan Properties, Inc. is not requesting the City of Dallas to pay for or provide any utility services to the property.

The district is proposed to consist of 2,035 single-family lots and 450 multifamily dwelling units. The district will provide financing to allow for the development of the necessary infrastructure. The estimated development cost for infrastructure is \$83,400,000. The creation of the district allows the property to be developed without cost consideration to the City of Dallas.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

No cost consideration to the City.

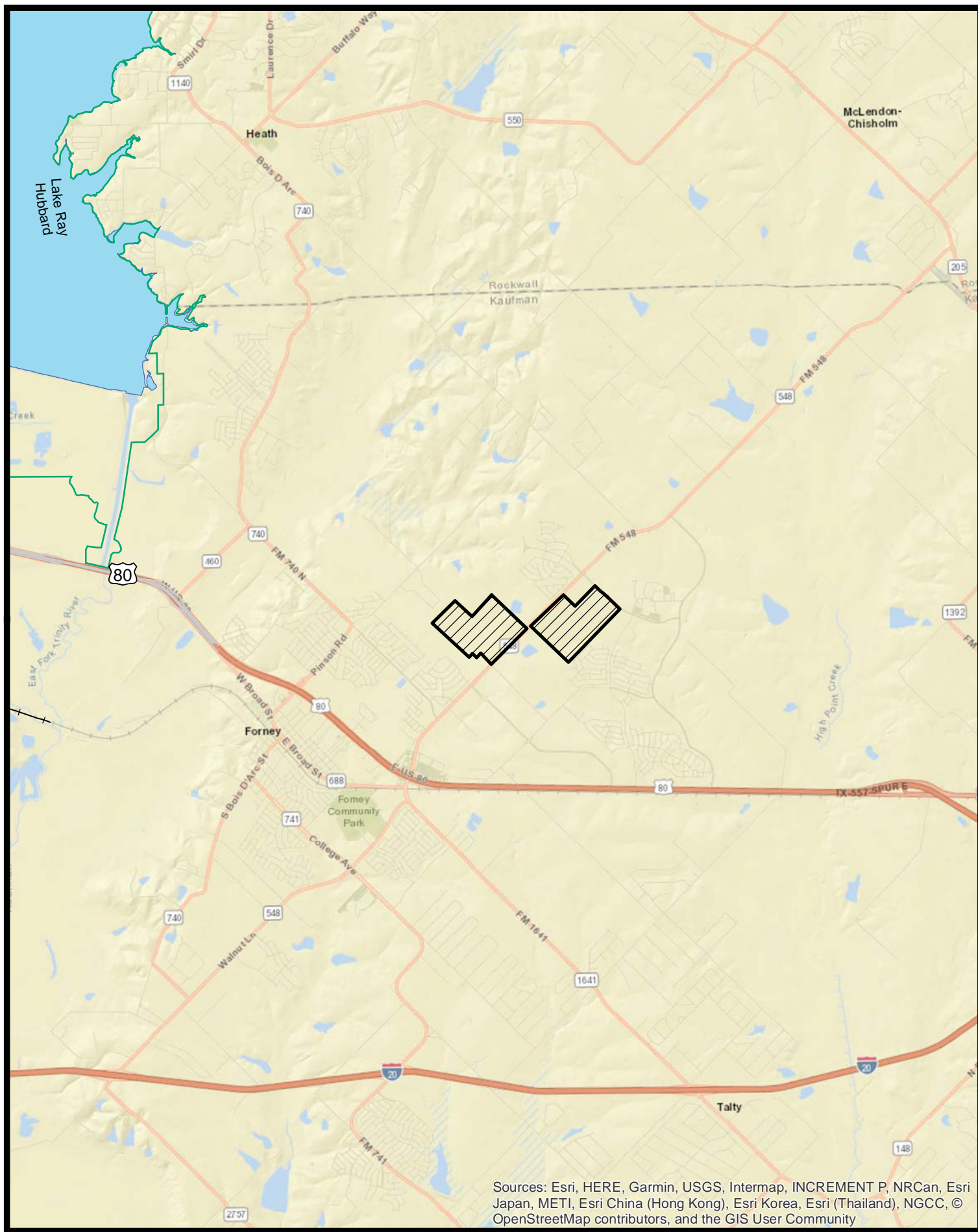
OWNER

Harlan Properties, Inc.

Suresh Shridharani, President

MAP

Attached



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



1:80,000

**Proposed Walden Pond Water Control and Improvement District of Kaufman County
General Location Map**

500 Winstead Building
2728 N. Harwood
Dallas, TX 75201

214.745.5400 OFFICE
214.745.5390 FAX
winstead.com

Ross Martin
direct dial: 214.745.5353
email: rmartin@winstead.com

March 29, 2018

Via Courier
T.C. Broadnax, City Manager
City of Dallas
1500 Marilla St.
Room 4EN
Dallas, Texas 75201

Re: Walden Pond Water Control and Improvement District of Kaufman County

Dear Mr. Broadnax:

Harlan Properties, Inc., ("Harlan") hereby respectfully requests the City of Dallas (the "City") add the enclosed Petition for Consent to Include Land in a Water Control and Improvement District to the City Council Agenda for the April meeting. By way of background, Harlan owns approximately 485 acres (the "Property") within Kaufman County. The Property is located within the extraterritorial jurisdiction of the City. Pursuant to Local Government Code (LGC) § 42.042, we make this initial request to the City for consent to the creation of the proposed Walden Pond Water Control and Improvement District of Kaufman County.

Please call me directly at (214) 745-5353 if you have any questions. Thank you for your attention to this matter.

Very truly yours,



Ross S. Martin

**PETITION FOR CONSENT TO INCLUDE LAND
IN A WATER CONTROL AND IMPROVEMENT DISTRICT**

THE STATE OF TEXAS §

COUNTY OF KAUFMAN §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DALLAS:

We, the undersigned landowners of the territory hereinafter described by metes and bounds, being a majority of the landowners of said territory, respectively petition your Honorable Body for consent to and support of the creation of a water control and improvement district or other district operating under the provisions of Article XVI, Chapter 59 and Article III, Section 52, Texas Constitution by the Texas Commission on Environmental Quality; the Commissioners Court of Kaufman County, Texas; special act of the Texas Legislature; or by other legal means, and would respectfully show the following:

I.

The name of the proposed district shall be WALDEN POND WATER CONTROL AND IMPROVEMENT DISTRICT OF KAUFMAN COUNTY (the "District").

II.

The District shall be created under the terms and provisions of Article XVI, Section 59, and Chapters 49 and 51, Texas Water Code, as amended, and include or seek to assume roadway powers under Article III, Section 52 of the Constitution of Texas, together with all amendments and additions thereto.

III.

The District shall contain an area of approximately 485 acres of land, situated within Kaufman County, Texas, described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof for all purposes. The described property is located within the extraterritorial jurisdiction of the City of Dallas.

IV.

The undersigned constitutes the current sole landowner of the property to be included within the District.

V.

The District shall be created for all of the purposes set forth in Article XVI, Section 59 and Article III, Section 52, Texas Constitution; Chapters 49 and 51, Texas Water Code, as amended, and if required by law, subsequently acquired and approved by an election held within the District, Chapter 257, Texas Transportation Code.

VI.

The District shall have the powers of government and authority to exercise the rights, privileges, and functions given to it by Article XVI, Section 59 and Article III, Section 52, Texas Constitution; Chapters 49 and 51, Texas Water Code; as amended, and, if required by law, subsequently acquired and approved by an election held within the District, Chapter 257, Texas Transportation Code, or by any other State law.

VII.

The general nature of the work to be done by and within the District at the present time is the construction, maintenance and operation of a waterworks system, including the purchase and sale of water, for domestic and commercial purposes, the construction, maintenance and operation of a sanitary sewer collection, treatment and disposal system for domestic and commercial purposes, and the construction, installation, maintenance, purchase and operation of drainage and roadway facilities and improvements and the construction, installation, maintenance, purchase and operation of drainage and roadway facilities, systems, plants and enterprises of such additional facilities as shall be consonant with the purposes for which the District is organized.

VIII.

Said proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the District is of such a nature that a waterworks, sanitary sewer, drainage and roadway system can be constructed at a reasonable cost with reasonable tax rates and water and sewer rates, and said territory will be developed for residential and commercial purposes.

IX.

Petitioner requests consent, permission and support for the inclusion of the aforesaid lands in a water control and improvement district or other district operating pursuant to Article XVI, Section 59, Texas Constitution created by the Texas Commission on Environmental Quality, Kaufman County Commissioners Court, special act of the Texas Legislature or other legal means, and consent for the District to acquire roadway powers pursuant to Article III, Section 52, Texas Constitution and the ability to divide within the boundaries of the District by any legal means.

X.

WHEREFORE, the undersigned respectfully pray that this petition be in all things granted, and that the City give its written consent to the inclusion of the aforesaid lands in the District, and for such other orders, acts, procedure and relief as are proper and necessary and appropriate to the purpose of organizing the District.

RESPECTFULLY SUBMITTED the 13th day of March, 2018.

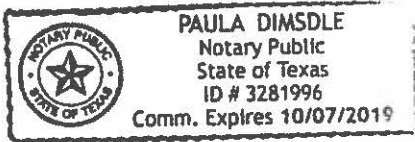
LANDOWNER

Harlan Properties, Inc.,
a Texas corporation

By: 
Name: Suresh Shridharani
Its: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13th day of March, 2018, by Suresh Shridharani, President of Harlan Properties, Inc., a Texas corporation on behalf of said corporation.




Notary Public, State of Texas

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

WALDEN POND EAST
214.9 ACRE TRACT

BEING that certain tract or of land situated in the Samuel Smith Survey, Abstract No. 450, in Kaufman County, Texas, and being part of that certain tract of land described in deed to Harlan Properties, Inc., recorded in Volume 3961, Page 248 of the Deed Records of Kaufman County, Texas (DRKCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 pipe at the base of a 12 inch wood corner post found at the east corner of said Harlan Properties, Inc. tract, and the north corner of that certain tract of land described in deed to EQK Windmill Farms, LLC, recorded in Instrument No. 2007-00027356, DRKCT;

THENCE South 45°13'22" West, with the southeast line of said Harlan Properties, Inc. tract, a distance of 2001.96 feet to a 1/2 inch iron rod with cap stamped "USA" found for corner at the west corner of that certain tract of land described in deed to 130 Windmill Farms, LP, recorded in Volume 3061, Page 276, DRKCT, and the north corner of that certain tract of land described in deed to EQK Windmill Farms, LLC, recorded in Instrument No. Volume 3348, Page 65, DRKCT;

THENCE South 45°07'15" West, with the southeast line of said Harlan Properties, Inc. tract, passing at a distance of 300.01 feet a 1/2 inch iron rod with cap stamped "USA" found at the west corner of said EQK Windmill Farms, LLC tract, continuing in all, a total distance of 1931.41 feet to a 12 inch wood corner post (leaning) found for corner at the southerly corner of said Harlan Properties, Inc. tract;

THENCE North 46°00'08" West, with the southwest line of said Harlan Properties, Inc. tract, a distance of 2716.65 feet to a 1/2 inch iron rod with cap stamped "RSCI" found at the westerly corner of said Harlan Properties, Inc. tract, and being located on the southeast right-of-way line of Farm to Market Road No. 548 (FM Road 548 - called 100 foot R.O.W.);

THENCE North 44°47'24" East, with the said southeast right-of-way line of FM Road 548, said southeast line according to deed to the State of Texas recorded in Volume 441, Page 482, DRKCT, a distance of 457.02 feet to a point for corner, from which a broken concrete monument found bears North 02°12'18" East, a distance of 1.54 feet;

THENCE North 45°10'05" East, continuing with the southeast right-of-way line of FM Road 548, a distance of 1724.18 feet to a point for corner;

THENCE South 46°05'53" East, leaving the southeast right-of-way line of FM Road 548, and over and across said Harlan Properties, Inc. tract, a distance of 765.50 feet to a point for corner;

THENCE North 45°10'05" East, continuing over and across said Harlan Properties, Inc. tract, a distance of 1759.36 feet to an "X" cut in concrete set for corner located on the northeast line of said Harlan Properties, Inc. tract;

THENCE South 45°45'08" East, with the northeast line of said Harlan Properties, Inc. tract, a distance of 1954.35 feet to the POINT OF BEGINNING of herein described tract, containing 214.9 acres of land.

NOTE: THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

WALDEN POND WEST
213.7 ACRE TRACT

BEING that certain tract or of land situated in the Juan Lopez Survey, Abstract No. 286, in Kaufman County, Texas, and being all of that certain tract of land described in deed to Harlan Properties, Inc., recorded in Volume 2035, Page 129, of the Deed Records of Kaufman County, Texas (DRKCT), and part of that certain tract of land described in deed to Harlan Properties, Inc., recorded in Volume 1942, Page 350, DRKCT, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped RPLS No. 5111 found on the northwest right-of-way line of Farm to Market Road No. 548 (called 100 foot R.O.W.), and being the southeasterly corner of that certain tract of land described in deed to Sunbelt Self Storage XVII, Ltd. recorded in Volume 5289, Page 431, DRKCT;

THENCE North 45°47'55" West, leaving said northwest right-of-way line of Farm to Market Road No. 548, and with a northeast line of said Sunbelt Self Storage XVII, Ltd. tract, a distance of 225.02 feet to a 5/8 inch iron rod with cap stamped RPLS No. 5111 found for corner;

THENCE North 44°41'08" East, with a southeast line of said Sunbelt Self Storage XVII, Ltd. tract, a distance of 179.97 feet to a 5/8 inch iron rod with cap stamped RPLS No. 5111 found for corner;

THENCE North 45°46'52" West, with a northeast line of said Sunbelt Self Storage XVII, Ltd. tract, a distance of 389.99 feet to a 5/8 inch iron rod with cap stamped RPLS No. 5111 found for corner;

THENCE South 44°40'43" West, with a northwest line of said Sunbelt Self Storage XVII, Ltd. tract, a distance of 449.95 feet to a 5/8 inch iron rod with cap stamped RPLS No. 5111 found for corner;

THENCE North 45°46'57" West, with a southwest line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 194.63 feet to a point for corner;

THENCE South 44°43'37" West, with a southeast line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 248.88 feet to an aluminum post found for corner at a southeasterly corner of that certain tract of land described in deed to High Point Water Supply Corporation recorded in Volume 3157, Page 287, DRKCT;

THENCE North 46°12'24" West, with a northeast line of said High Point Water Supply Corporation tract, a distance of 274.63 feet to an aluminum post found for corner;

THENCE South 44°08'13" West, with a northwest line of said High Point Water Supply Corporation tract, a distance of 378.17 feet to an aluminum post found for corner;

THENCE North 45°48'10" West, with a southwest line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 2701.94 feet to a wood T-post (leaning) found for corner;

THENCE North 44°15'03" East, with the northwest line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 1715.12 feet to a wood post found for corner;

Thence South 45°40'40" East, with the northeast line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 1276.66 feet to a point for corner at the northwesterly corner of said Harlan Properties, Inc. tract recorded in Volume 2035, Page 129, DRKCT;

THENCE North 44°48'32" East, with the northwest line of said Harlan Properties, Inc. tract recorded in Volume 2035, Page 129, DRKCT, a distance of 1473.69 feet to a point for corner at the northeasterly corner of said Harlan Properties, Inc. tract recorded in Volume 2035, Page 129, DRKCT;

THENCE South 45°03'50" East, with the northeast line of said Harlan Properties, Inc. tract recorded in Volume 2035, Page 129, DRKCT, a distance of 2517.76 feet to a 1/2 inch iron rod with cap stamped "PATE ENGINEERING" found for corner, said iron rod being located on said northwest right-of-way line of Farm to Market Road No. 548;

THENCE South 44°50'25" West, with said northwest right-of-way line of Farm to Market Road No. 548, a distance of 1460.90 feet to a 1/2 inch iron rod found for corner at the southeasterly corner of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT;

THENCE South 44°32'36" West, continuing with said northwest right-of-way line of Farm to Market Road No. 548, a distance of 793.97 feet to the POINT OF BEGINNING of herein described tract, containing 213.7 acres of land.

NOTE: THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

June 27, 2018

WHEREAS, in 1975, the City of Dallas annexed property for the development of Lake Ray Hubbard which expanded the City of Dallas' extraterritorial jurisdiction east and south of the lake property into Rockwall and Kaufman Counties; and

WHEREAS, Harlan Properties, Inc. owns 485 acres within the City of Dallas' extraterritorial jurisdiction in Kaufman County; and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code require an applicant to request municipal consent to create Municipal Utility Districts within a city's extraterritorial jurisdiction; and

WHEREAS, Section 51A-8.105 of the Dallas Development Code extends plat regulations to all applicable development activity within the extraterritorial jurisdiction of the City; and

WHEREAS, on March 29, 2018, Harlan Properties, Inc. filed the necessary application/petition with the Dallas City Manager's Office requesting the city's consent to the creation of a Municipal Utility District within Dallas' extraterritorial jurisdiction northwest of the City of Forney.

Now, Therefore,

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

SECTION 1. That the City of Dallas hereby consents to, and the City Manager is instructed to create such documents, if any, as required to evidence the City of Dallas' consent to, the creation of a Municipal Utility District to be known as Walden Pond Water Control and Improvement District of Kaufman County, as depicted on the attached property description Exhibit A, within the City of Dallas' extraterritorial jurisdiction in Kaufman County northwest of the City of Forney.

SECTION 2. That consent to the creation of the Municipal Utility District within the City of Dallas' extraterritorial jurisdiction includes the requirement that all development must comply with Article VIII, "Plat Regulations," of the Dallas Development Code.

SECTION 3. That as a condition of the consent given by the City of Dallas, pursuant to Texas Water Code Section 54.016(e) and (g), the Municipal Utility District shall be subject to the following terms and provisions:

June 27, 2018

SECTION 3. (continued)

- (a) That the Municipal Utility District must construct all facilities in accordance with plans and specifications which have been approved by the City of Dallas.
- (b) That the City of Dallas shall have the right to inspect all facilities being constructed by the Municipal Utility District.
- (c) That the Municipal Utility District may only issue bonds for the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to:
 - (i) provide a water supply for municipal uses, domestic uses, and commercial purposes;
 - (ii) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
 - (iii) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the district;
 - (iv) provide payment of organization expenses, operation expenses during construction, and interest during construction; and
 - (v) provide roadway improvements.
- (d) That the City of Dallas shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling, or requiring the Municipal Utility District and its officials to observe and comply with the terms and provisions prescribed by this resolution.

SECTION 4. That the City Council further hereby notifies the Municipal Utility District, its residents, and property owners that the Texas Local Government Code allows the City of Dallas to annex any portion of the district located within the City of Dallas' extraterritorial jurisdiction, and the City of Dallas hereby requests that the Municipal Utility District include a statement in the form required under Section 49.455 of the Texas Water Code reflecting the possibility of annexation by the City of Dallas.

June 27, 2018

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

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By: _____
Assistant City Attorney

Passed _____

EXHIBIT A

WALDEN POND EAST
214.9 ACRE TRACT

BEING that certain tract or of land situated in the Samuel Smith Survey, Abstract No. 450, in Kaufman County, Texas, and being part of that certain tract of land described in deed to Harlan Properties, Inc., recorded in Volume 3961, Page 248 of the Deed Records of Kaufman County, Texas (DRKCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 pipe at the base of a 12 inch wood corner post found at the east corner of said Harlan Properties, Inc. tract, and the north corner of that certain tract of land described in deed to EQK Windmill Farms, LLC, recorded in Instrument No. 2007-00027356, DRKCT;

THENCE South 45°13'22" West, with the southeast line of said Harlan Properties, Inc. tract, a distance of 2001.96 feet to a 1/2 inch iron rod with cap stamped "USA" found for corner at the west corner of that certain tract of land described in deed to 130 Windmill Farms, LP, recorded in Volume 3061, Page 276, DRKCT, and the north corner of that certain tract of land described in deed to EQK Windmill Farms, LLC, recorded in Instrument No. Volume 3348, Page 65, DRKCT;

THENCE South 45°07'15" West, with the southeast line of said Harlan Properties, Inc. tract, passing at a distance of 300.01 feet a 1/2 inch iron rod with cap stamped "USA" found at the west corner of said EQK Windmill Farms, LLC tract, continuing in all, a total distance of 1931.41 feet to a 12 inch wood corner post (leaning) found for corner at the southerly corner of said Harlan Properties, Inc. tract;

THENCE North 46°00'08" West, with the southwest line of said Harlan Properties, Inc. tract, a distance of 2716.65 feet to a 1/2 inch iron rod with cap stamped "RSCI" found at the westerly corner of said Harlan Properties, Inc. tract, and being located on the southeast right-of-way line of Farm to Market Road No. 548 (FM Road 548 - called 100 foot R.O.W.);

THENCE North 44°47'24" East, with the said southeast right-of-way line of FM Road 548, said southeast line according to deed to the State of Texas recorded in Volume 441, Page 482, DRKCT, a distance of 457.02 feet to a point for corner, from which a broken concrete monument found bears North 02°12'18" East, a distance of 1.54 feet;

THENCE North 45°10'05" East, continuing with the southeast right-of-way line of FM Road 548, a distance of 1724.18 feet to a point for corner;

THENCE South 46°05'53" East, leaving the southeast right-of-way line of FM Road 548, and over and across said Harlan Properties, Inc. tract, a distance of 765.50 feet to a point for corner;

THENCE North 45°10'05" East, continuing over and across said Harlan Properties, Inc. tract, a distance of 1759.36 feet to an "X" cut in concrete set for corner located on the northeast line of said Harlan Properties, Inc. tract;

THENCE South 45°45'08" East, with the northeast line of said Harlan Properties, Inc. tract, a distance of 1954.35 feet to the POINT OF BEGINNING of herein described tract, containing 214.9 acres of land.

NOTE: THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

FIELD NOTES APPROVED
5/29/2018
Scott Hood



WALDEN POND WEST
213.7 ACRE TRACT

BEING that certain tract or of land situated in the Juan Lopez Survey, Abstract No. 286, in Kaufman County, Texas, and being all of that certain tract of land described in deed to Harlan Properties, Inc., recorded in Volume 2035, Page 129, of the Deed Records of Kaufman County, Texas (DRKCT), and part of that certain tract of land described in deed to Harlan Properties, Inc., recorded in Volume 1942, Page 350, DRKCT, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped RPLS No. 5111 found on the northwest right-of-way line of Farm to Market Road No. 548 (called 100 foot R.O.W.), and being the southeasterly corner of that certain tract of land described in deed to Sunbelt Self Storage XVII, Ltd. recorded in Volume 5289, Page 431, DRKCT;

THENCE North 45°47'55" West, leaving said northwest right-of-way line of Farm to Market Road No. 548, and with a northeast line of said Sunbelt Self Storage XVII, Ltd. tract, a distance of 225.02 feet to a 5/8 inch iron rod with cap stamped RPLS No. 5111 found for corner;

THENCE North 44°41'08" East, with a southeast line of said Sunbelt Self Storage XVII, Ltd. tract, a distance of 179.97 feet to a 5/8 inch iron rod with cap stamped RPLS No. 5111 found for corner;

THENCE North 45°46'52" West, with a northeast line of said Sunbelt Self Storage XVII, Ltd. tract, a distance of 389.99 feet to a 5/8 inch iron rod with cap stamped RPLS No. 5111 found for corner;

THENCE South 44°40'43" West, with a northwest line of said Sunbelt Self Storage XVII, Ltd. tract, a distance of 449.95 feet to a 5/8 inch iron rod with cap stamped RPLS No. 5111 found for corner;

THENCE North 45°46'57" West, with a southwest line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 194.63 feet to a point for corner;

THENCE South 44°43'37" West, with a southeast line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 248.88 feet to an aluminum post found for corner at a southeasterly corner of that certain tract of land described in deed to High Point Water Supply Corporation recorded in Volume 3157, Page 287, DRKCT;

THENCE North 46°12'24" West, with a northeast line of said High Point Water Supply Corporation tract, a distance of 274.63 feet to an aluminum post found for corner;

THENCE South 44°08'13" West, with a northwest line of said High Point Water Supply Corporation tract, a distance of 378.17 feet to an aluminum post found for corner;

THENCE North 45°48'10" West, with a southwest line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 2701.94 feet to a wood T-post (leaning) found for corner;

THENCE North 44°15'03" East, with the northwest line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 1715.12 feet to a wood post found for corner;

Thence South 45°40'40" East, with the northeast line of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT, a distance of 1276.66 feet to a point for corner at the northwesterly corner of said Harlan Properties, Inc. tract recorded in Volume 2035, Page 129, DRKCT;



THENCE North 44°48'32" East, with the northwest line of said Harlan Properties, Inc. tract recorded in Volume 2035, Page 129, DRKCT, a distance of 1473.69 feet to a point for corner at the northeasterly corner of said Harlan Properties, Inc. tract recorded in Volume 2035, Page 129, DRKCT;

THENCE South 45°03'50" East, with the northeast line of said Harlan Properties, Inc. tract recorded in Volume 2035, Page 129, DRKCT, a distance of 2517.76 feet to a 1/2 inch iron rod with cap stamped "PATE ENGINEERING" found for corner, said iron rod being located on said northwest right-of-way line of Farm to Market Road No. 548;

THENCE South 44°50'25" West, with said northwest right-of-way line of Farm to Market Road No. 548, a distance of 1460.90 feet to a 1/2 inch iron rod found for corner at the southeasterly corner of said Harlan Properties, Inc. tract recorded in Volume 1942, Page 350, DRKCT;

THENCE South 44°32'36" West, continuing with said northwest right-of-way line of Farm to Market Road No. 548, a distance of 793.97 feet to the POINT OF BEGINNING of herein described tract, containing 213.7 acres of land.

NOTE: THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

FIELD NOTES APPROVED:
Scott Holt 5/10/2018



OK

10/10/2008 10:10:10 AM

WALDEN POND DEVELOPMENT
11000 WALDEN POND DRIVE, WOODLAND, TEXAS 75090

PEITTI BARAZAI
11000 WALDEN POND DRIVE, WOODLAND, TEXAS 75090



FIELD NOTES APPROVED:

Scott Holt 5/9/2008

AGENDA ITEM # 17

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

1

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

54C

SUBJECT

An ordinance granting a private license to Bishop Arts Phase 1A LLC, for the use of a total of approximately 79 square feet of land to occupy, maintain, and utilize a sidewalk café and a tree on a portion of Bishop Avenue right-of-way near its intersection with Melba Street - Revenue: \$200 annually and a \$100 one-time fee, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a private license to Bishop Arts Phase 1A LLC, for the use of a total of approximately 79 square feet of land to occupy, maintain, and utilize a sidewalk café and a tree on a portion of Bishop Avenue right-of-way, near its intersection with Melba Street. 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 June 25, 2018.

FISCAL INFORMATION

Revenue - \$200 annually and a \$100 one-time fee, plus the \$20 ordinance publication fee

OWNER

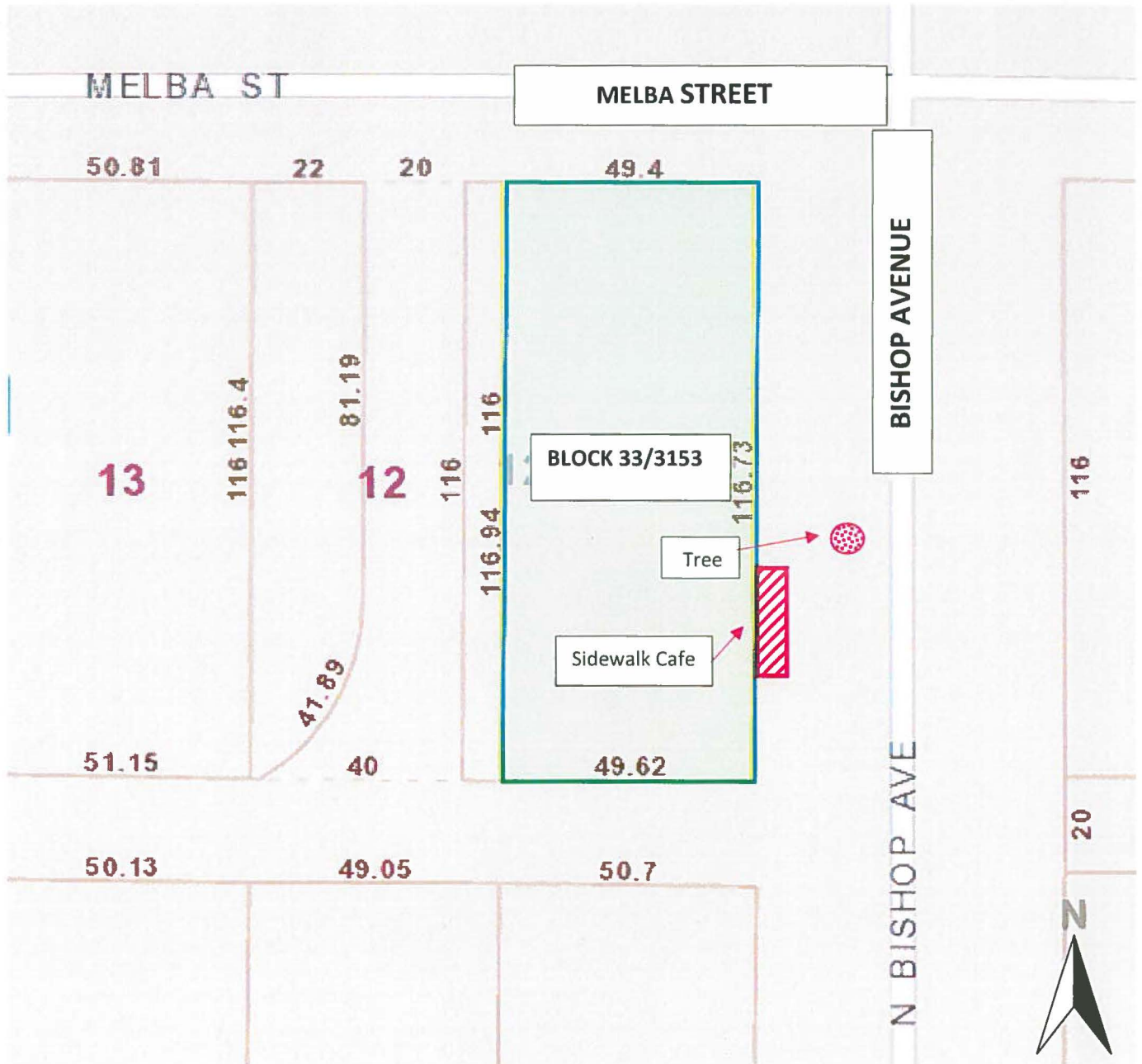
Bishop Arts Phase 1A LLC

Exxir LLC

Farrokh Nazerian, Managing Member

MAP

Attached



LICENSE AREAS

ORDINANCE NO. _____

An ordinance granting a private license to Bishop Arts Phase 1A LLC to occupy, maintain and utilize a portion of Bishop Avenue right-of-way located near the intersection of Melba Street and Bishop Avenue adjacent to City Block 33/3153 within the limits hereinafter more fully described, for the purpose of occupying, maintaining, and utilizing a sidewalk café and a tree; 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 Bishop Arts Phase 1A LLC, a Texas limited liability company its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out herein below the tract of land described in Exhibit A, hereinafter referred to as “licensed areas” which is attached hereto and made a part hereof.

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

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** annually for the license herein granted for the sidewalk cafe, said sum to become due and payable on the 2nd day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** shall be paid prior to the final passage 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 HUNDRED AND NO/100 DOLLARS (\$100.00)**, for the license herein granted for a tree, said sum to be paid prior to the final passage of this ordinance

SECTION 3. (continued)

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: occupy, maintain and utilize a sidewalk café and a tree.

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

SECTION 6. (continued)

may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed area at **GRANTEE's** expense. Failure to do so shall subject **GRANTEE** to the provisions contained in Exhibit B, Subsection (a). All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

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

- (a) **GRANTEE** shall maintain a minimum of six feet of unobstructed straight pedestrian path.
- (b) **GRANTEE** shall comply with Americans with Disabilities Act (ADA) and Texas Department of Licensing and Regulation (TDLR) requirements, and a right-of-way Permit must be obtained.

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

SECTION 10. (continued)

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-2018-00005855.

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.

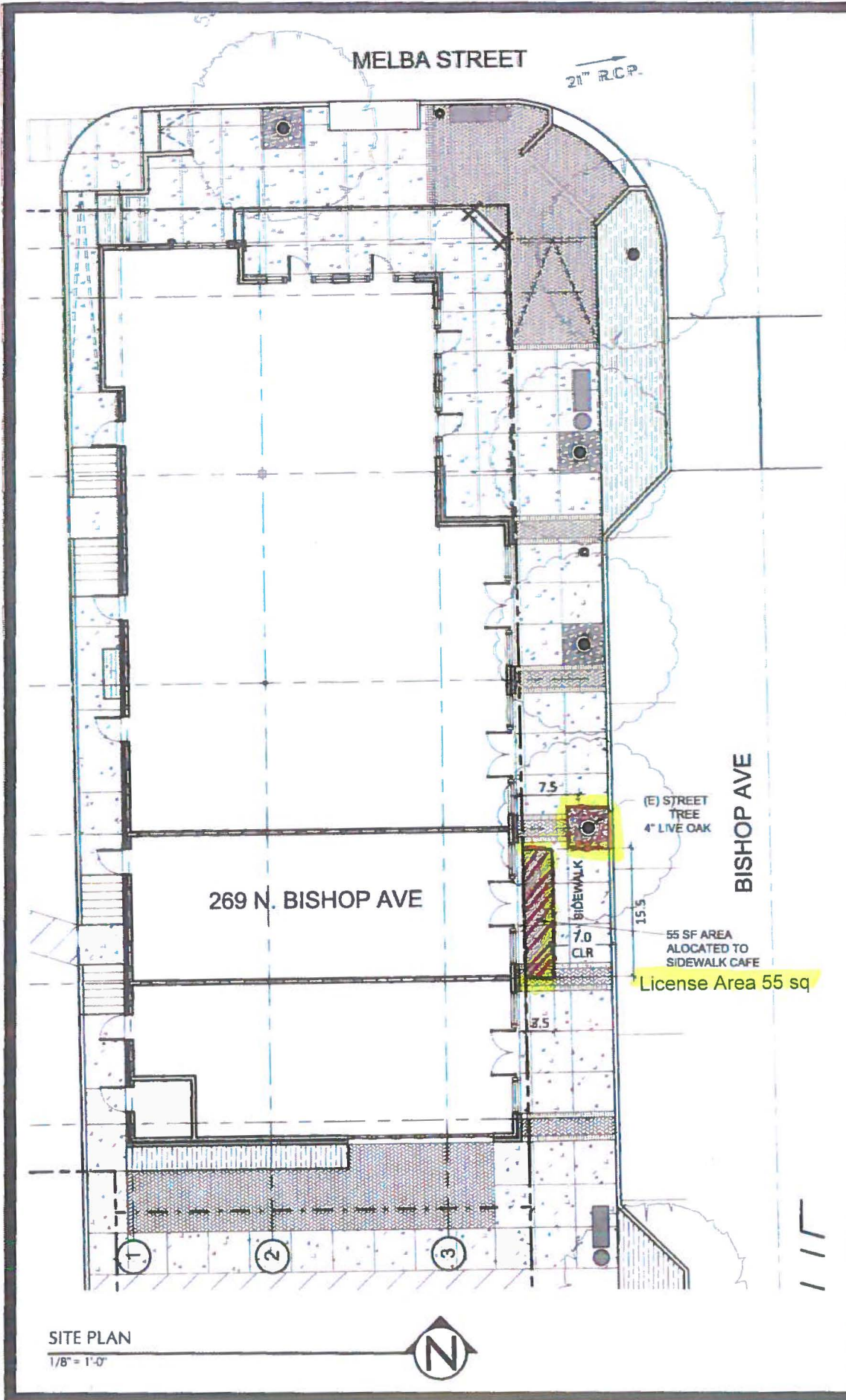
APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant City Attorney

BY: 
SJR Assistant Director

Passed _____.



ARCHITECT
 THEA VAN LOGGERENBERG
 EXXIR DEVELOPMENT
 6101 Zang Blvd Dallas Texas 75208
 TEL (214) 989-0001 FAX (214) 740-0940
 EMAIL T.VANLOGGERENBERG@EXXIRCAPITAL.COM

PROJECT OWNER & TITLE
BISHOP ARTS PHASE 1A LLC
 SIDEWALK CAFE LICENCE FOR
 269 N BISHOP AVE
 BISHOP AVE, OAKCLIFF
 DALLAS, TX 75208

AGENCY APPROVAL

REVISIONS

LICENCE APPLICATION

SHEET TITLE
SITE PLAN

SHEET NO.
A-001

DATE: MARCH 15, 2018

**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 # 18

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

1

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

54C

SUBJECT

An ordinance **(1)** granting a revocable license to Bishop Art's District Merchants Association, Inc., to occupy, maintain and utilize portions of certain rights-of-way within the boundaries of the Bishop Avenue/Eighth Street Conservation District, located near the intersection of Bishop Avenue and Davis Street; and **(2)** providing for the implementation of a streetscape improvement permit process - Financing: No cost consideration to the City

BACKGROUND

This item grants a revocable license to Bishop Art's District Merchants Association, Inc., to occupy, maintain and utilize portions of certain rights-of-way within the boundaries of the Bishop Avenue/Eighth Street Conservation District. This item also provides for the implementation of a streetscape permit process for the use of said right-of-way by the merchants of the Association. The use of this area will not impede pedestrian or vehicular traffic.

Each permit holder 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 June 25, 2018.

FISCAL INFORMATION

No cost consideration to the City.

OWNER

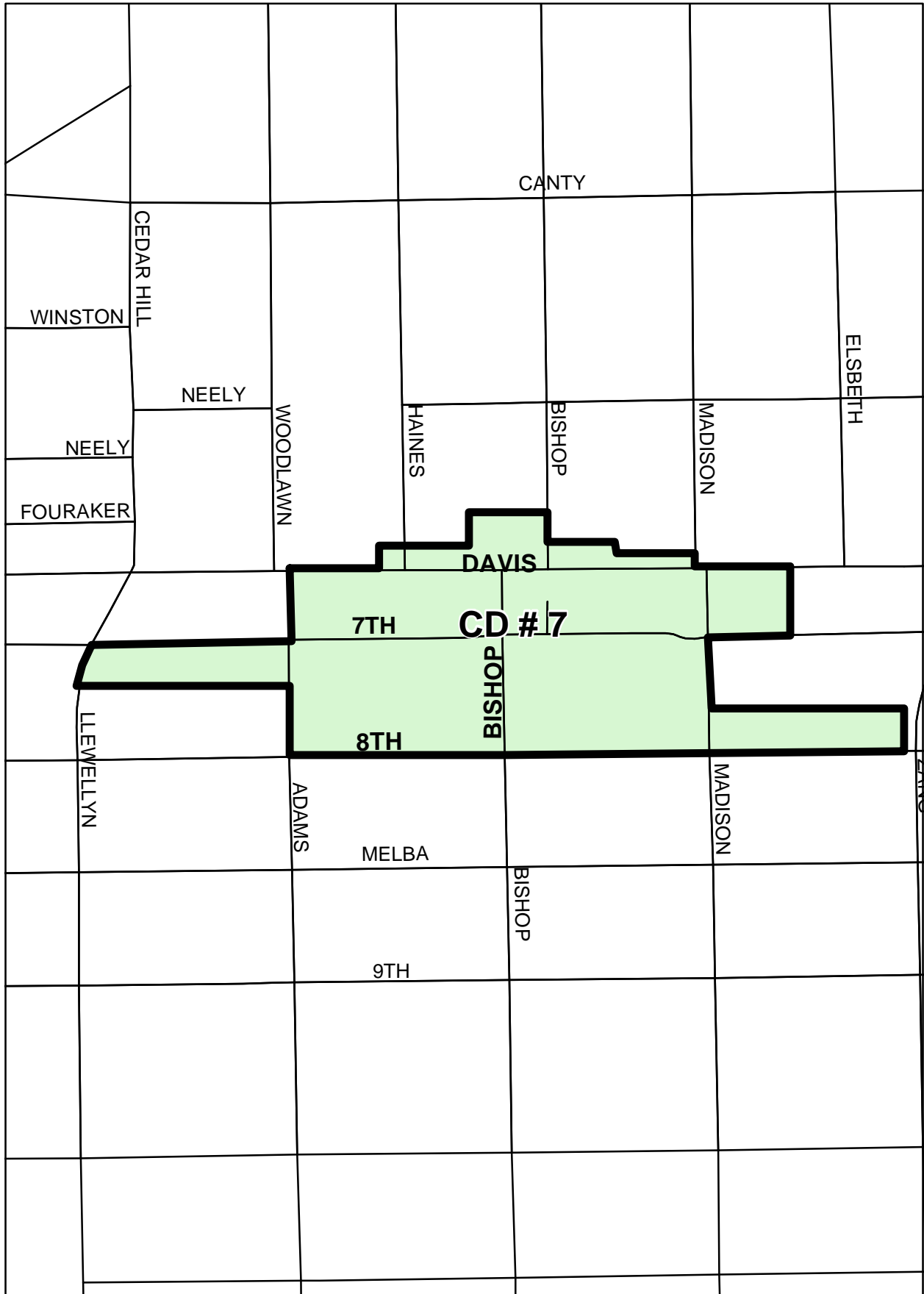
Bishop Art's Merchants Association, Inc.

Shane Spillers, President

MAP

Attached

Bishop/8th Conservation District CD #7 Boundaries



ORDINANCE NO. _____

An ordinance granting a non-exclusive revocable license to all subsequently permitted property owners or tenants (with written consent of property owners), under the terms of this ordinance, of all property within the Bishop Avenue/Eighth Street Conservation District, by and through the Bishop Arts District Merchants Association, Inc., to occupy, maintain and utilize portions of certain rights-of-way within the boundaries of the Bishop Avenue/Eighth Street Conservation District, located near the intersection of Bishop Avenue and Davis Street adjacent to City Blocks 1/3141, 21/3141, 2/3142, 3/3143, 4/3144, 26/3146, 27/3147 and 28/3148 within the limits hereinafter more fully described, for the purpose of installing and maintaining, streetscape improvements, including but not limited to landscaping and appurtenant irrigation systems, planters, crosswalk texturing and coloring, art work, lighting, benches, flag poles, bollards, trash receptacles, awnings and canopies, premise signs and sidewalk cafés; providing for the terms and conditions of this license; providing for initial and annual fee compensation to be paid to the City of Dallas; providing for certain permit fees; 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 non-exclusive revocable license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to all subsequently permitted property owners or tenants (with written consent of property owners), under the terms of this ordinance, of all property within the Bishop Avenue/Eighth Street Conservation District, by and through the Bishop Arts District Merchants Association, Inc., a Texas corporation, its successors and assigns, hereinafter referred to as the sponsor “**GRANTEE**”, to administer the collective grant by City to subsequent permitted property owners to occupy, maintain and utilize for the purpose set out hereinbelow the area 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 ten (10) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That the **GRANTEE** shall pay to the City of Dallas the following fees, if applicable, for each permitted property location:

- (a) an initial fee of **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)**, to install and maintain certain streetscape elements, including but not limited to landscaping and appurtenant irrigation systems, planters, crosswalk texturing and coloring, art work, lighting, benches, flag poles, bollards, trash receptacles, and awnings and canopies without a premise sign;
- (b) an initial fee of **THREE HUNDRED AND NO/100 DOLLARS (\$300.00)** and an annual fee of **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** to install and maintain a premise sign and sidewalk café.

SECTION 4. That said initial fees, for all applicable locations, shall be paid to the City of Dallas prior to the issuance of a/all streetscape improvement permit(s). Said annual fees shall become due and payable on the 2nd day of January each year, in advance, during the term hereof. Such initial and annual 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(s) 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 Source 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 5. 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: installing and maintaining, streetscape improvements, including but not limited to landscaping and appurtenant irrigation systems, planters, crosswalk texturing and coloring, art work, lighting, benches, flag poles, bollards, trash receptacles, awnings and canopies, premise signs and sidewalk cafés.

SECTION 6. That this license is subject to the provisions set forth in Exhibit B, attached hereto and made a part hereof.

SECTION 7. 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 8. That the license is subject to the following conditions, terms and reservations:

- a) **GRANTEE** shall be responsible to apply for and obtain a streetscape improvement permit ("permit") for each merchant location within the area

SECTION 8. (continued)

described in Exhibit "A" before locating streetscape improvements in the public right-of-way.

- b) **GRANTEE** shall provide the Director of Department of Sustainable Development with evidence of written consent of the property owner to apply for a streetscape improvement permit.
- c) **GRANTEE** shall make application for a permit to the Director of Department of Sustainable Development and Construction, or designee subject to the following:
 - (i) The application must be in writing on a form approved by the Director of Department of Sustainable Development and Construction and accompanied by plans or drawings showing the area of the public right-of-way affected and the construction and planting proposed.
 - (ii) Upon receipt of the application and any required fees, the Director of Department of Sustainable Development and Construction or designee shall circulate it to all affected City departments and utilities for review and comment. If, after receiving comments from affected City departments and utilities, the Director determines that the streetscape improvements proposed will not be inconsistent with and will not unreasonably impair the public use of the right-of-way, the Director shall issue the permit to the **GRANTEE**, property owner, and/or merchant otherwise, the Director of Department of Sustainable Development and Construction shall deny the permit.
 - (iii) A permit issued by the Director of Department of Sustainable Development and Construction is subject to immediate revocation upon written notice if at any time the Director determines that the use of the right-of-way authorized by the permit is inconsistent with or unreasonably impairs the public use of the right-of-way.

SECTION 8. (continued)

- (iv) The issuance of a permit to **GRANTEE**, property owner, and/or merchant shall not excuse **GRANTEE**, property owner, merchant, their agents, employees, or others, as the case may be, from liability in the installation or maintenance of streetscape improvements in the public right of way.
- (v) Upon the installation of streetscape improvements in the public right-of-way, **GRANTEE** and/or merchant shall procure, pay for, and keep in full force and effect commercial general liability insurance coverage as set forth in provisions of Exhibit B. Proof of insurance shall be required on an individual property location basis and failure to maintain and provide required insurance shall render the license null and void as to the individual property location.
- (d) **GRANTEE** and/or merchant is responsible for maintaining the streetscape improvements and the premises safe and in good condition and repair, at no expense to the city, and the city is absolutely exempt from any requirements to maintain streetscape improvements or make repairs. The granting of a license for streetscape improvements under this subsection does not release the owner or merchant from liability for the installation or maintenance of streetscape improvements in the public right-of-way.
- (e) That except as otherwise provided herein, all use of the public right-of-way must be approved in accordance with the requirements of Article VI, "License for the Use of Public Right-of-Way," of Chapter 43, "Streets and Sidewalks," of the Dallas City Code, as amended.

SECTION 9. Upon the passage 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 10. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 11. 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 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 12. 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 13. That this ordinance is also designated for City purposes as Contract No. DEV-2018-00006690.

SECTION 14. 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

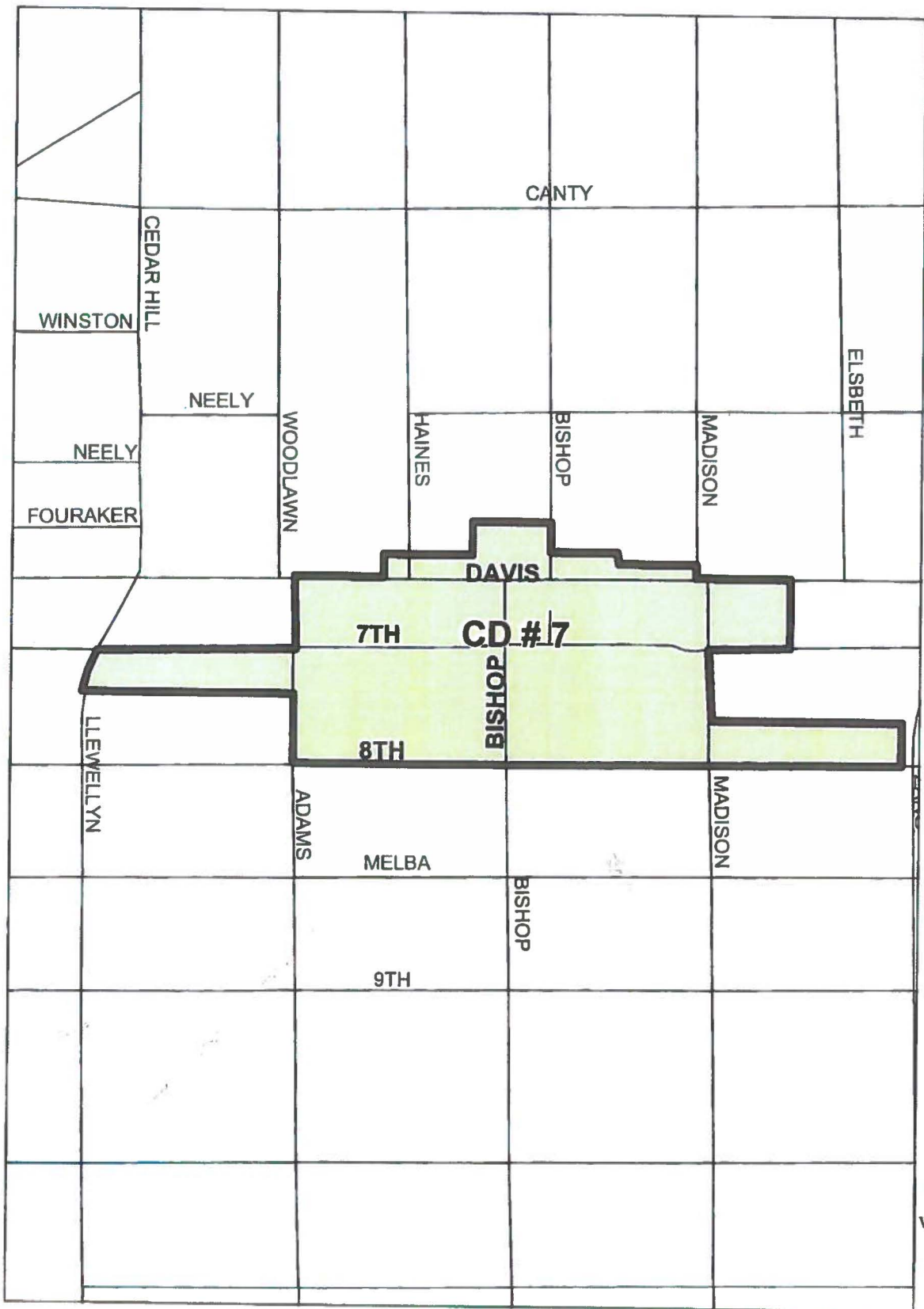
BY: 
Assistant City Attorney

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant Director

Passed _____.

Exhibit A Bishop/8th Conservation District CD #7 Boundaries



**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 # 19

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

14

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

35X

SUBJECT

An ordinance abandoning a street easement to AG-QIP Park Creek Owner, L.P., the abutting owner, containing approximately 601 square feet of land, located near the intersection of Welborn and Hall Streets; and authorizing the quitclaim; and providing for the dedication of approximately 10 square feet of land needed for a sidewalk and utility easement - Revenue: \$102,771, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a street easement to AG-QIP Park Creek Owner, L.P., the abutting owner. The area will be included with the property of the abutting owner to eliminate an existing encumbrance. The owner will dedicate approximately 10 square feet of land needed for a sidewalk and utility easement. The abandonment fee is based on an independent appraisal.

Notices were sent to 41 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

Revenue - \$102,771, plus the \$20 ordinance publication fee

OWNER


AG-QIP Park Creek Owner, L.P.

Matthew Jackson, Vice President

MAP

Attached



Abandonment area: 

ORDINANCE NO. _____

An ordinance providing for the abandonment of a street easement located adjacent to City Block 1037 in the City of Dallas and County of Dallas, Texas; subject to a reverter; providing for the quitclaim thereof to AG-QIP Park Creek Owner, L.P.; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for the conveyance of needed land to the City of Dallas; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of AG-QIP Park Creek Owner, L.P., a Delaware limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter, the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions and reverter herein provided, said street easement is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms, 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 tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the reverter and the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **ONE HUNDRED TWO THOUSAND SEVEN HUNDRED SEVENTY ONE AND NO/100 DOLLARS (\$102,771.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10, 11 and 13 the City of Dallas does by these presents **QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date, the reverter, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tract of land hereinabove described in Exhibit A. Provided however, that if **GRANTEE**, its successors and assigns, fails to file a final replat of the adjoining properties as required in Section 10 of this ordinance by the earlier of (i) the date applicable pursuant to the requirements of the Dallas Development Code Chapter 51A-8.403(a)(4)(D) which provides in pertinent part, as may be amended:

“(D) Except as provided in this subparagraph, a preliminary plat approved by the commission expires five years after the commission action date approving the plat if no progress has been made toward completion of the project in accordance with Texas Local Government Code Section 245.005. An approved minor plat, amending plat (minor), or an administrative plat expires two years after the commission action date approving the plat or within two years after the date of the subdivision administrator’s action letter approving the administrative plat if no progress has been made toward completion of the project in accordance with Texas Local Government Code Section 245.005”;

or (ii) the date that is the sixth anniversary of the passage of this ordinance; 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, future effective date and conditions of this ordinance.

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

SECTION 5. That the abandonment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto and made a part hereof for all purposes.

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

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A.

SECTION 8. (continued)

GRANTEE, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

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

- (a) ensure a minimum sidewalk clear zone is five (5) feet, per the City of Dallas Complete Streets manual adopted by City Council in January 2016.
- (b) at no time during or after the project, erect or perform any construction of any kind that shall cause any delay to emergency traffic or cause interruption to water supply in the area.
- (c) contact Texas Excavation Safety System (Texas 811) to have gas lines marked and located within the affected area before any excavations are started.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tract of land

SECTION 10. (continued)

abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

SECTION 11. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey a sidewalk and utility easement to the City of Dallas, within 90 days of the effective date of this ordinance, good, indefeasible and marketable fee simple title, subject to only those title exceptions approved by the City Attorney, to certain properties located in City Block 1037, containing approximately 10 square feet of land, a description of which is attached hereto and made a part hereof as Exhibit C. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 12. That at such time as the instrument described in Section 11 above is executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instrument in the official real property records of the county in which the subject property is located; and the recorded instrument shall be forwarded to the City Secretary for permanent record.

SECTION 13. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the passage of this ordinance, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 14. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and completion of the dedication set forth in Section 11, 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 15. That this ordinance is also designated for City purposes as Contract No. DEV-2018-00005000.

SECTION 16. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO

City Attorney

DAVID COSSUM

Director of Department of Sustainable Development and Construction

BY


Assistant City Attorney

BY


Assistant Director

Passed _____.

LEGAL DESCRIPTION

Exhibit A

BEING a 601 square foot, 0.0138 acre tract of land situated in the William Grigsby Survey, Abstract No. 501, City of Dallas, Dallas County, Texas; and being part of City of Dallas Block No. 1037; and being part of Lots 1, 2, and 3 of the Gillespie and Haynes Subdivision, an addition to the City of Dallas according to the plat recorded in Volume 1, Page 41 of the Map Records of Dallas County, Texas; and being all of a tract of land described as Tract 2 in Special Warranty Deed to AG-QIP Park Creek Owner, L.P., recorded in Instrument No. 201600234227 of the Official Public Records, Dallas County, Texas; and being all of a tract of land described as Tract 2 in Special Warranty Deed, recorded in Volume 2001251, Page 5750 of the Deed Records of Dallas County, Texas; and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found for the east corner of said Lot 3 and the north corner of Lot 4, Block 1037 of said Gillespie and Haynes Subdivision and being in the southwest right-of-way line of Hall Street created by the Amended Map of Bowser and Lemmon, Oak Lawn and North Dallas Addition, an addition to the City of Dallas according to the plat recorded in Volume 3, Page 537 of said Map Records;

THENCE with the common line of said Lots 3 and 4, South 44°57'12" West, a distance of 3.00 feet to an "X" cut in concrete found for the south corner of said Tract 2 and being the east corner of a tract of land described as Tract 1 in said Special Warranty Deed to AG-QIP Park Creek Owner, L.P.;

THENCE departing said common line of Lots 3 and 4 and with the common line between said Tracts 1 and 2, North 48°30'00" West, a distance of 200.51 feet to an "X" cut found for the north corner of said Tract 1 and the west corner of said Tract 2;

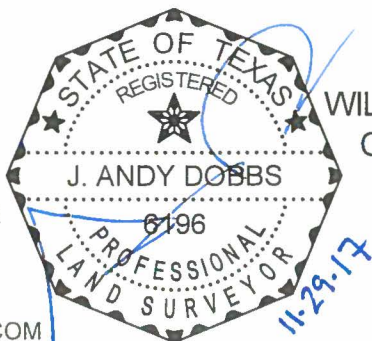
THENCE with the northwest line of said Tract 2, North 52°25'49" East, a distance of 3.05 feet to an "X" cut in concrete found for the north corner of said Tract 2 and being in said southwest right-of-way line of Hall Street;

THENCE with said southwest right-of-way line of Hall Street, South 48°30'00" East, a distance of 200.11 feet to the **POINT OF BEGINNING** and containing 601 square feet or 0.0138 acres of land.

Bearing system based upon the southwest right-of-way line of Hall Street, South 48° 30' 00" West, according to the Special Warranty Deed recorded in Instrument No. 201600234227 of the Official Public Records of Dallas County, Texas.

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 12/1/17
SPRG NO: 4362

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
ANDY.DOBBS@KIMLEY-HORN.COM



RIGHT-OF-WAY EASEMENT ABANDONMENT
PART OF LOTS 1, 2 & 3, BLOCK 1037
GILLESPIE AND HAYNES SUBDIVISION
WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	OCT. 2017	064523100	1 OF 2

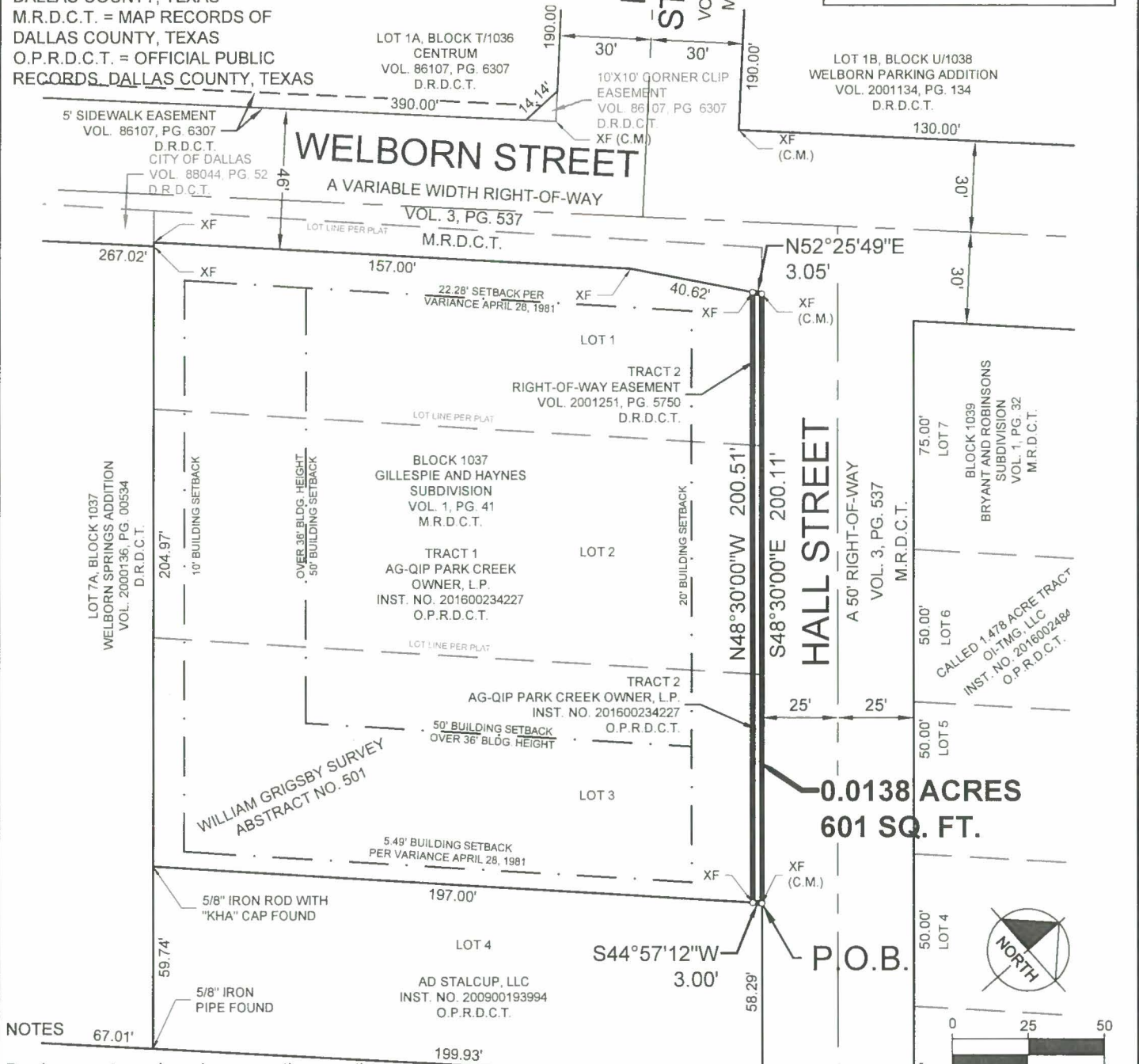
Exhibit A

LEGEND

P.O.B. = POINT OF BEGINNING
 XF = "X" CUT IN CONCRETE FOUND
 C.M. = CONTROLLING MONUMENT
 D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
 M.R.D.C.T. = MAP RECORDS OF DALLAS COUNTY, TEXAS
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

SQ. FT. = SQUARE FEET
 VOL., PG. = VOLUME, PAGE
 INST. NO. = INSTRUMENT NUMBER

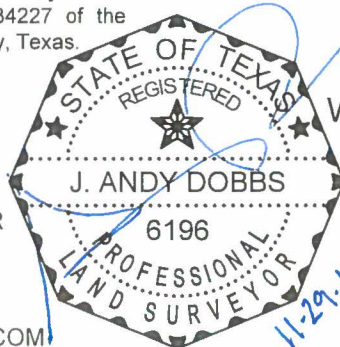
(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 12/1/17
 SPRG NO: 4362



NOTES

Bearing system based upon the southwest right-of-way line of Hall Street, South $48^\circ 30' 00''$ West, according to the Special Warranty Deed recorded in Instrument No. 201600234227 of the Official Public Records of Dallas County, Texas.

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RIGHT-OF-WAY EASEMENT ABANDONMENT
PART OF LOTS 1, 2 & 3, BLOCK 1037
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WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	JAD	DAB	OCT. 2017	064523100	2 OF 2

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.

EXHIBIT C

LEGAL DESCRIPTION

BEING a 10 square foot, 0.0002 acre tract of land situated in the William Grigsby Survey, Abstract No. 501, City of Dallas, Dallas County, Texas; and being part of City of Dallas Block No. 1037; and being part of Lot 1 of the Gillespie and Haynes Subdivision, an addition to the City of Dallas according to the plat recorded in Volume 1, Page 41 of the Map Records of Dallas County, Texas; and being part of a tract of land described as Tract 2 in Special Warranty Deed to AG-QIP Park Creek Owner, L.P., recorded in Instrument No. 201600234227 of the Official Public Records, Dallas County, Texas; and being part of a tract of land described as Tract 2 in Special Warranty Deed, recorded in Volume 2001251, Page 5750 of the Deed Records of Dallas County, Texas; and being more particularly described as follows:

COMMENCING at an "X" cut in concrete found for the east corner of said Lot 3 and the north corner of Lot 4, Block 1037 of said Gillespie and Haynes Subdivision, and being in the southwest right-of-way line of Hall Street, a 50-foot wide right-of-way created by the Amended Map of Bowser and Lemmon, Oak Lawn and North Dallas Addition, an addition to the City of Dallas according to the plat recorded in Volume 3, Page 537 of said Map Records of Dallas County, Texas;

THENCE with said southwest right-of-way line of Hall Street and the northeast line of said Gillespie and Haynes Subdivision, North 48°30'00" West, a distance of 195.81 feet to an "X" cut in concrete set in said northeast line of Lot 1, and being the **POINT OF BEGINNING**;

THENCE departing said southwest right-of-way line of Hall Street and said northeast line of Lot 1, South 81°06'43" West, a distance of 3.89 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the southwest line of said Tract 2, and being the northeast line of a tract of land described as Tract 1 in said Special Warranty Deed to AG-QIP Park Creek Owner, L.P.;

THENCE with said southwest line of Tract 2 and said northeast line of Tract 1, North 48°30'00" West, a distance of 2.39 feet to an "X" cut found for the north corner of said Tract 1 and the west corner of said Tract 2 and being in the southeast right-of-way line of Welborn Street a variable width right-of-way created by said Amended Map of Bowser and Lemmon, Oak Lawn and North Dallas Addition and by unrecorded plat of Gillespie & Hayne's Subdivision found in City of Dallas Records Vault;

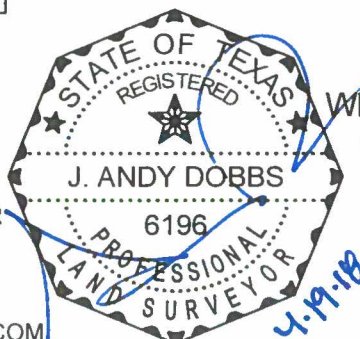
THENCE with the northwest line of said Tract 2 and with said southeast right-of-way line of Welborn Street, North 52°25'49" East, a distance of 3.05 feet to an "X" cut in concrete found for the north corner of said Tract 2 and being at the intersection of said southwest right-of-way line of Hall Street and said southeast right-of-way line of Welborn Street;

THENCE with said southwest right-of-way line of Hall Street, South 48°30'00" East, a distance of 4.30 feet to the **POINT OF BEGINNING** and containing 10 square feet or 0.0002 acres of land.

Bearing system based upon the southwest right-of-way line of Hall Street, South 48° 30' 00" West, according to the Special Warranty Deed recorded in Instrument No. 201600234227 of the Official Public Records of Dallas County, Texas.

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 4/20/18
 SPRG NO: 4465

J. ANDY DOBBS
 REGISTERED PROFESSIONAL
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SIDEWALK AND UTILITY EASEMENT
 PART OF LOT 1, BLOCK 1037
 GILLESPIE AND HAYNES SUBDIVISION
 WILLIAM GRIGSBY SURVEY, ABSTRACT NO. 501
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel No. (972) 770-1300 Fax No. (972) 239-3820

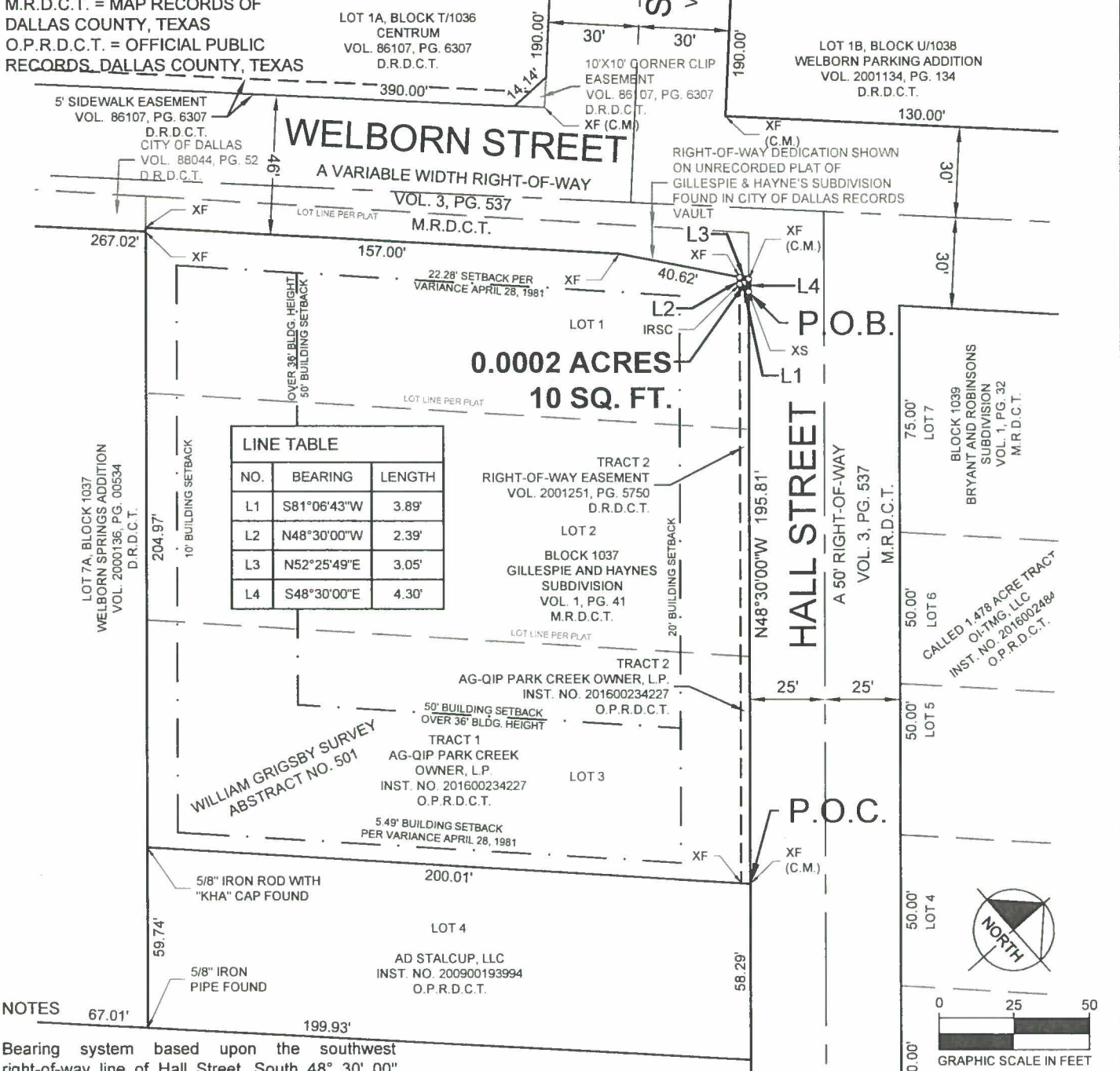
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	JAD	FEB. 2018	064523100	1 OF 2

EXHIBIT C

LEGEND
 P.O.B. = POINT OF BEGINNING
 XF = "X" CUT IN CONCRETE FOUND
 C.M. = CONTROLLING MONUMENT
 D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
 M.R.D.C.T. = MAP RECORDS OF DALLAS COUNTY, TEXAS
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

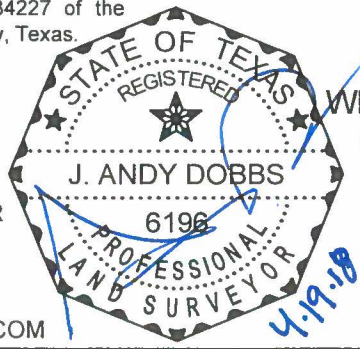
P.O.C. = POINT OF COMMENCING
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
 XS = "X" CUT IN CONCRETE SET
 SQ. FT. = SQUARE FEET
 VOL., PG. = VOLUME, PAGE
 INST. NO. = INSTRUMENT NUMBER

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 4/20/18
 SPRG NO: 4465



NOTES
 67.01'
 199.93'
 Bearing system based upon the southwest right-of-way line of Hall Street, South 48° 30' 00" West, according to the Special Warranty Deed recorded in Instrument No. 201600234227 of the Official Public Records of Dallas County, Texas.

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SIDEWALK AND UTILITY EASEMENT
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Scale 1" = 50'	Drawn by JBH	Checked by JAD	Date FEB. 2018	Project No. 064523100	Sheet No. 2 OF 2
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AGENDA ITEM # 20

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

13

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

14Z

SUBJECT

An ordinance abandoning a storm water drainage facilities easement to Daniel Brothers, L.L.P., the abutting owner, containing approximately 8,464 square feet of land, located near the intersection of Forest Lane and Inwood Road - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a storm water drainage facilities easement to Daniel Brothers, L.L.P., the abutting owner. The area will be included with the property of the abutting owner for the construction of a new multi-family development to consist of townhomes and single family rental units. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

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

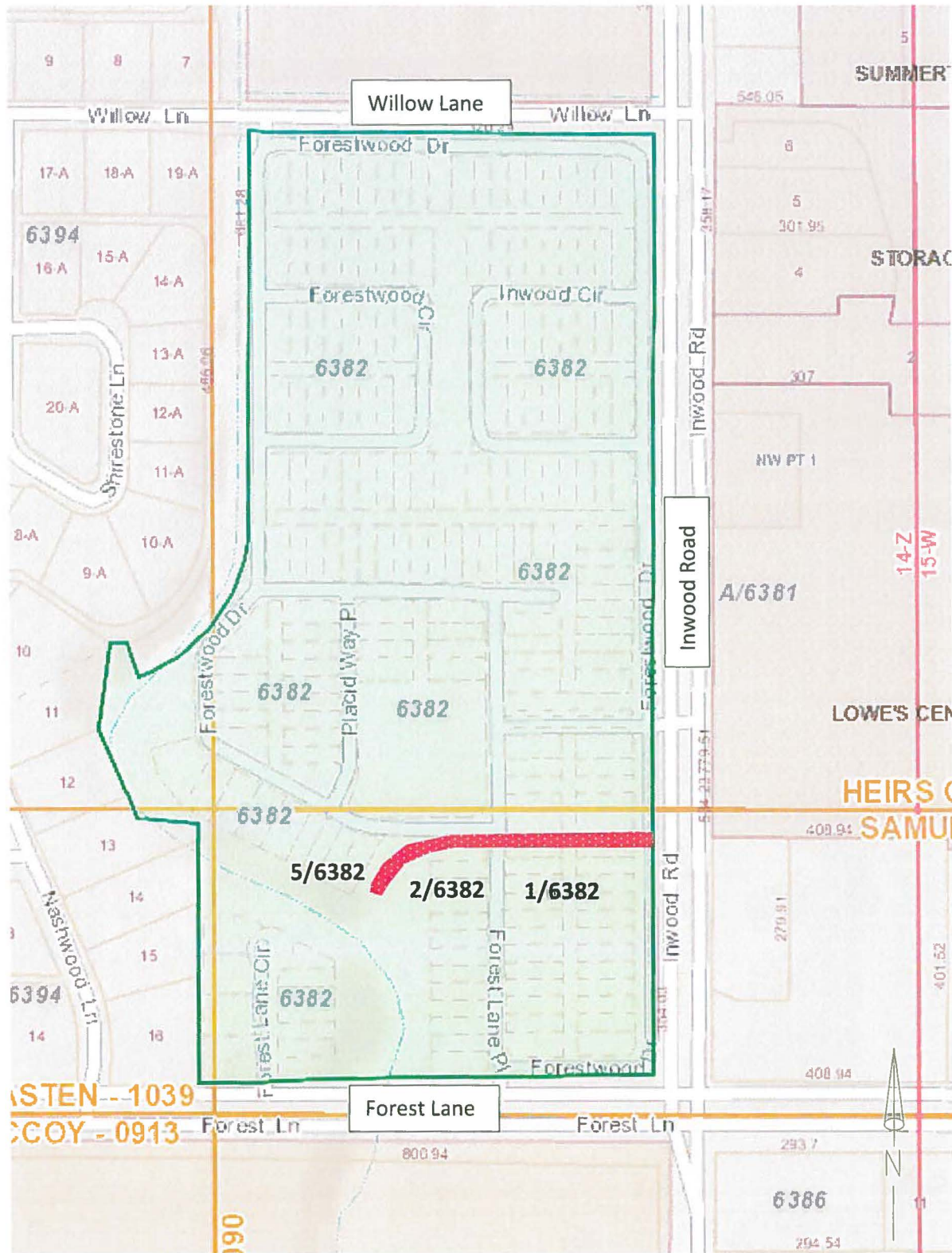
OWNER

Daniel Brothers, L.L.P

John A. Daniel, Member

MAP

Attached



Storm Water Drainage Facilities Easement Abandonment Area =

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a storm water drainage facilities easement, located in City Blocks 1/6382, 2/6382, and 5/6382 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Daniel Brothers, L.L.P.; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Daniel Brother, L.L.P., a Texas limited liability partnership; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said storm water drainage facilities easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

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

Now, Therefore,

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

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

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

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

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

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

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

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

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 10. That this ordinance is also designated for City purposes as Contract No. DEV-2018-00005138.

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

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

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY:  Assistant City Attorney

BY:  Assistant Director

Passed _____.

Exhibit A

STORM WATER DRAINAGE FACILITIES EASEMENT ABANDONMENT

LOT 5, LOT 6, LOT 29, LOT 30 BLOCK 1/6382

LOT 1, BLOCK 2/6382 AND OPEN SPACE, BLOCK 5/6382

FIRST INSTALLMENT FORESTWOOD TOWNHOUSE COMMUNITY

S. LOCKHART SURVEY, ABSTRACT NO. 821

CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING a 8,464 square foot (0.1943 acre) tract of land situated in the S. Lockhart Survey, Abstract No. 821, City of Dallas, Dallas County, Texas, and being part to City Blocks 1/6382, 2/6382, and 5/6382 and being part of a 29.161 acre tract of land described in Affidavit of Ownership and Confirmation and Ratification of Conveyance to Partnership to Daniel Brothers L.L.P., recorded in Instrument No. 20070151400, Official Public Records of Dallas County, Texas, and being part of Lots 5, 6, 29 and 30, Block 1/6382, Lot 1, Block 2/6382, Open Space, Block 5/6382 and part of utility and fire lane easements per the plat of First Installment Forestwood Townhouse Community an addition to the City of Dallas, according to the plat thereof recorded in Volume 72079, Page 2450, Deed Records, Dallas County, Texas, and being all of a 15-foot wide storm water drainage facilities easement to the City of Dallas, recorded in Volume 67113, Page 976, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point in a utility vault at the intersection of the west right-of-way line of Inwood Road (a 100-foot wide right-of-way, formerly known as County Road 79, Dallas County, Volume 356, Page 334, Deed Records of Dallas County, Texas) with the north right-of-way line of Forest Lane (a 120-foot wide right-of-way, formerly known as County Road 124, Dallas County, Volume 406, Page 85, Deed Records of Dallas County, Texas), at the southeast corner of Open Space, Block 1/6382 of said First Installment Forestwood Townhouse Community; from which a 1/2" iron rod found bears along said north right-of-way line of Forest Lane, South 89°15'39" West, a distance of 795.97 feet;

THENCE with said west right-of-way line of Inwood Road and the east line of Open Space, Block 1/6382, North 0°42'01" West, at a distance of 5.00 feet, passing a 5/8" iron rod with plastic cap stamped "KHA" found, continuing in all a total distance of 412.41 feet to the southeast corner of said storm water drainage facilities easement, for the **POINT OF BEGINNING**;

THENCE departing said west right-of-way line of Inwood Road and said east line of Open Space, Block 1/6382, with the south line of said storm water drainage facilities easement, over and across said First Installment Forestwood Townhouse Community, the following courses and distances to wit:

South 89°29'57" West, a distance of 350.70 feet to a point at the beginning of a tangent curve to the left having a central angle of 76°30'00", a radius of 152.50 feet, a chord bearing and distance of South 51°14'57" West, 188.82 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 203.61 feet to a point for corner at the southernmost southwest corner of said storm water drainage facilities easement;

DANA BROWN
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PH. (972) 770-1300
dana.brown@kimley-horn.com



(For SPRG use only)

Reviewed By: A. Rodriguez
Date: 4/26/18
SPRG NO: 4416

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	Apr. 2018	067771641	1 OF 4

Exhibit A

STORM WATER DRAINAGE FACILITIES EASEMENT ABANDONMENT

LOT 5, LOT 6, LOT 29, LOT 30 BLOCK 1/6382

LOT 1, BLOCK 2/6382 AND OPEN SPACE, BLOCK 5/6382

FIRST INSTALLMENT FORESTWOOD TOWNHOUSE COMMUNITY

S. LOCKHART SURVEY, ABSTRACT NO. 821

CITY OF DALLAS, DALLAS COUNTY, TEXAS

THENCE with the southwest line of said storm water drainage facilities easement, continuing over and across said First Installment Forestwood Townhouse Community, North 77°00'03" West, a distance of 15.00 feet to a point at the westernmost southwest corner of said storm water drainage facilities easement and at the beginning of a non-tangent curve to the right having a central angle of 76°30'00", a radius of 167.50 feet, a chord bearing and distance of North 51°14'57" East, 207.40 feet;

THENCE with the north line of said storm water drainage facilities easement, continuing over and across said First Installment Forestwood Townhouse Community, the following courses and distances to wit:

In a northeasterly direction, with said curve to the right, an arc distance of 223.64 feet to a point for corner;

North 89°29'57" East, a distance of 350.64 feet to a point for corner in said west right-of-way line of Inwood Road and said east line of Open Space, Block 1/6382, at the northeast corner of said storm water drainage facilities easement;

THENCE with said west right-of-way line of Inwood Road, said east line of Open Space, Block 1/6382 and the east line of said storm water drainage facilities easement, South 0°42'01" East, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 8,464 square feet or 0.1943 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
PH. (972) 770-1300
dana.brown@kimley-horn.com



(For SPRG use only)

Reviewed By: A. Rodriguez
Date: 4/26/18
SPRG NO: 4416

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240

FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	Apr. 2018	067771641	2 OF 4

Exhibit A

STORM WATER DRAINAGE FACILITIES EASEMENT ABANDONMENT

LOT 5, LOT 6, LOT 29, LOT 30 BLOCK 1/6382

LOT 1, BLOCK 2/6382 AND OPEN SPACE, BLOCK 5/6382

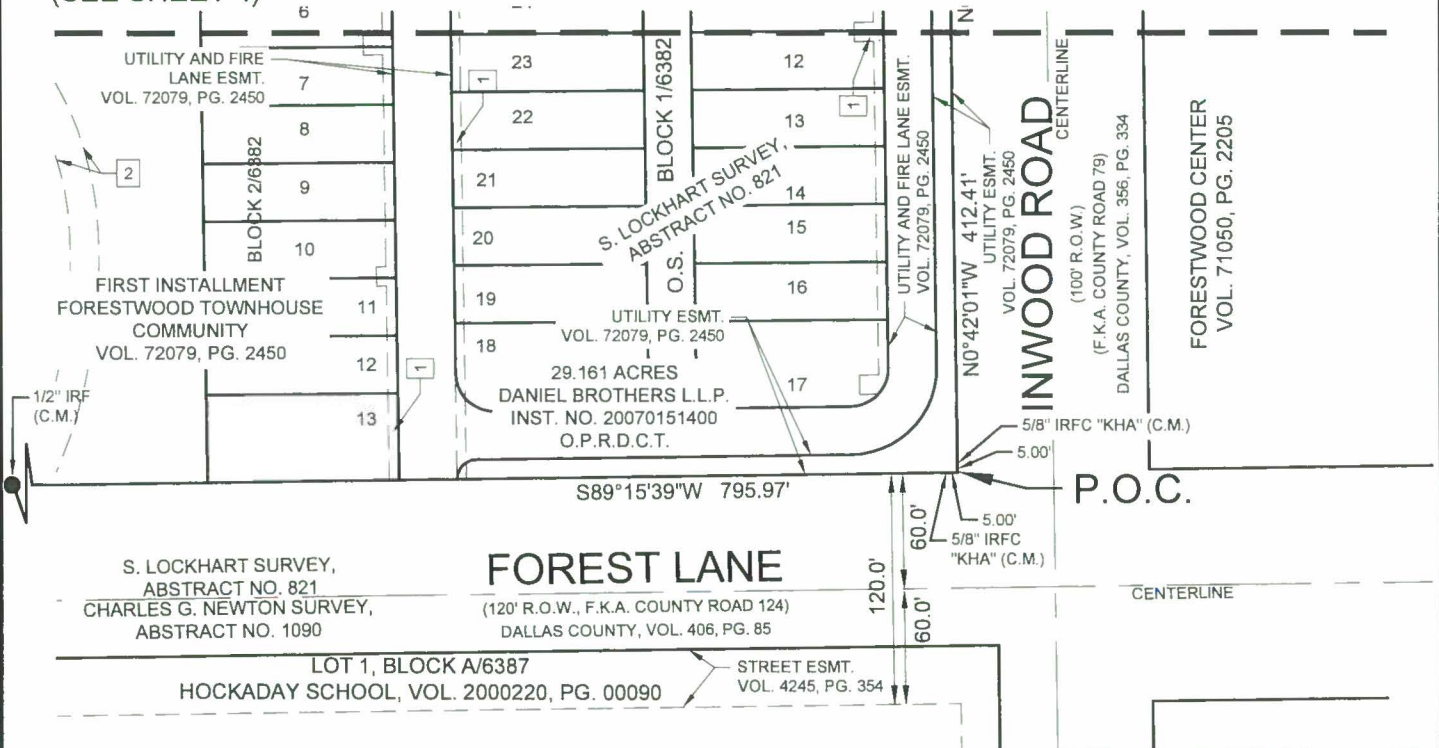
FIRST INSTALLMENT FORESTWOOD TOWNHOUSE COMMUNITY

S. LOCKHART SURVEY, ABSTRACT NO. 821

CITY OF DALLAS, DALLAS COUNTY, TEXAS



MATCH LINE
(SEE SHEET 4)



NOTES

All deed and plat references are recorded in the Deed Records of Dallas County, Texas unless otherwise noted.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

- 1 Dallas Power and Light Company & Southwestern Bell Telephone Company esmt., VOL. 72197, PG. 702
- 2 15' sewer esmt., VOL. 5302, PG. 538
- 3 15' sewer esmt., VOL. 69223, PG. 788

See sheet 16 for key map.
See sheet 23 for curve data.

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LEGEND

- Δ = CENTRAL ANGLE
- C.M. = CONTROLLING MONUMENT
- ESMT. = EASEMENT
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD W/CAP FOUND
- M.R.D.C.T. = MAP RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- O.S. = OPEN SPACE
- S.E. = SAVE AND EXCEPT
- VOL. = VOLUME
- PG. = PAGE
- R.O.W. = RIGHT-OF-WAY
- F.K.A. = FORMERLY KNOWN AS

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 4/26/18
SPRG NO: 4416

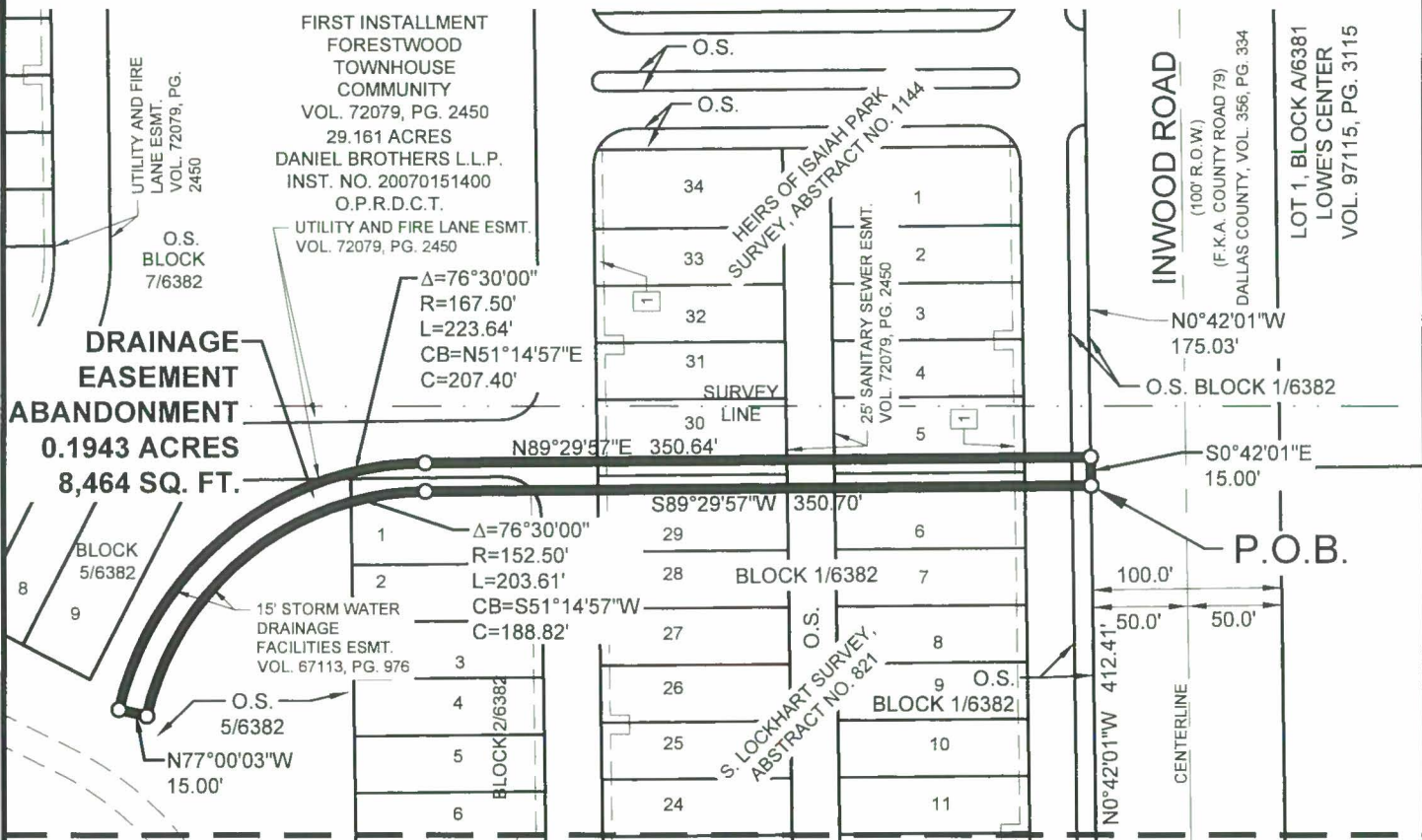
Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 Tel. No. (972) 770-1300 Fax No. (972) 239-3820 FIRM # 10115500

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	Apr. 2018	067771641	3 OF 4

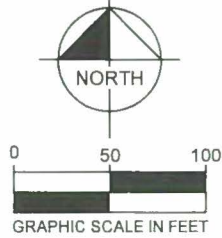
Exhibit A

STORM WATER DRAINAGE FACILITIES EASEMENT ABANDONMENT LOT 5, LOT 6, LOT 29, LOT 30 BLOCK 1/6382 LOT 1, BLOCK 2/6382 AND OPEN SPACE, BLOCK 5/6382 FIRST INSTALLMENT FORESTWOOD TOWNHOUSE COMMUNITY S. LOCKHART SURVEY, ABSTRACT NO. 821 CITY OF DALLAS, DALLAS COUNTY, TEXAS



MATCH LINE (SEE SHEET 3)

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 4/26/18
 SPRG NO: 4416



NOTES

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Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).

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See sheet 16 for key map.
 See sheet 23 for curve data.

LEGEND

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- C.M. = CONTROLLING MONUMENT
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	Apr. 2018	067771641	4 OF 4

AGENDA ITEM # 21

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

6, Outside City Limits

DEPARTMENT:

Department of Trinity Watershed Management
Department of Transportation

CMO:

Jody Puckett, 670-3390
Majed Al-Ghafry, 670-3302

MAPSCO:

32Y 42C D 43A B C D 44A E F

SUBJECT

Authorize an Interlocal Cooperation Agreement Regarding Public Trail Use between the City of Irving and the City of Dallas to support implementation of trail connection between the City of Dallas' proposed Trinity Skyline Trail from Sylvan Avenue to the Trinity River Elm Fork and the City of Irving's Campion Trail - Financing: No cost consideration to the City

BACKGROUND

The Trinity River Corridor contains over 70 miles of trails, which are included as part of the City's Trail Master Plan. It includes the Trinity Skyline Trail which is being developed as part of the North Central Texas Council of Governments' (NCTCOG) Fort Worth to Dallas Regional Trail Corridor that connects the two cities. Phase I of the Trinity Skyline Trail from West Commerce Street to Sylvan Avenue was completed in 2013. On May 30, 2014, the City of Dallas submitted application to NCTCOG for the nomination of Phase II of the Trinity Skyline Trail from Sylvan Avenue to Campion Trail under the Transportation Alternatives Program (TAP) Call for Projects. TAP is a federal program authorized under Section 1122 of Moving Ahead for Progress in the 21st Century Act (MAP-21) to provide funding for joint use projects defined as transportation alternatives including pedestrian and bicycle facilities. The Texas Transportation Commission passed Minute Order Number 114335 awarding funding for the Project, and on February 25, 2016, the City of Dallas entered into an agreement with the Texas Department of Transportation for the design and construction of Phase II of the Trinity Skyline Trail from Sylvan Avenue to Campion Trail.

BACKGROUND (continued)

The project entails design and construction of approximately 4.9 miles, 16-foot wide joint use trail along the Trinity River Corridor from Sylvan Avenue to the City of Irving's Champion Trail. To facilitate the connection to Champion Trail, a trail connection between the proposed Trinity Skyline Trail west of the Trinity River Elm Fork and the current endpoint of the Champion Trail ("Trail Connector"), must be constructed. The Trail Connector lies within City of Irving jurisdictional boundaries. The City of Dallas will be responsible for the operation and maintenance of the Trinity Skyline Trail between Sylvan Avenue and the Trail Connector, which area is located within City of Dallas jurisdictional boundaries. The City of Irving will be solely responsible for the operation and maintenance of the Trail Connector.

This action will authorize an Interlocal Cooperation Agreement Regarding Public Trail Use between the City of Irving and the City of Dallas to support implementation of trail connection between the City of Dallas' proposed Trinity Skyline Trail from Sylvan Avenue to the Trinity River Elm Fork and the City of Irving's Champion Trail.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 28, 2014, City Council authorized application to the North Central Texas Council of Governments for the nomination of the Trinity Skyline Trail Project under the Transportation Alternatives Program Call for Projects by Resolution No. 14-0830.

On January 13, 2016, City Council authorized a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation for the design and construction of the Trinity Skyline Trail from Sylvan Avenue to the City of Irving's Champion Trail by Resolution No. 16-0095.

On August 24, 2016, City Council authorized a professional services contract with Freese and Nichols, Inc. to provide engineering design services for the Trinity Skyline Trail Project from Sylvan Avenue to the City of Irving's Champion Trail by Resolution No. 16-1352.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on June 25, 2018.

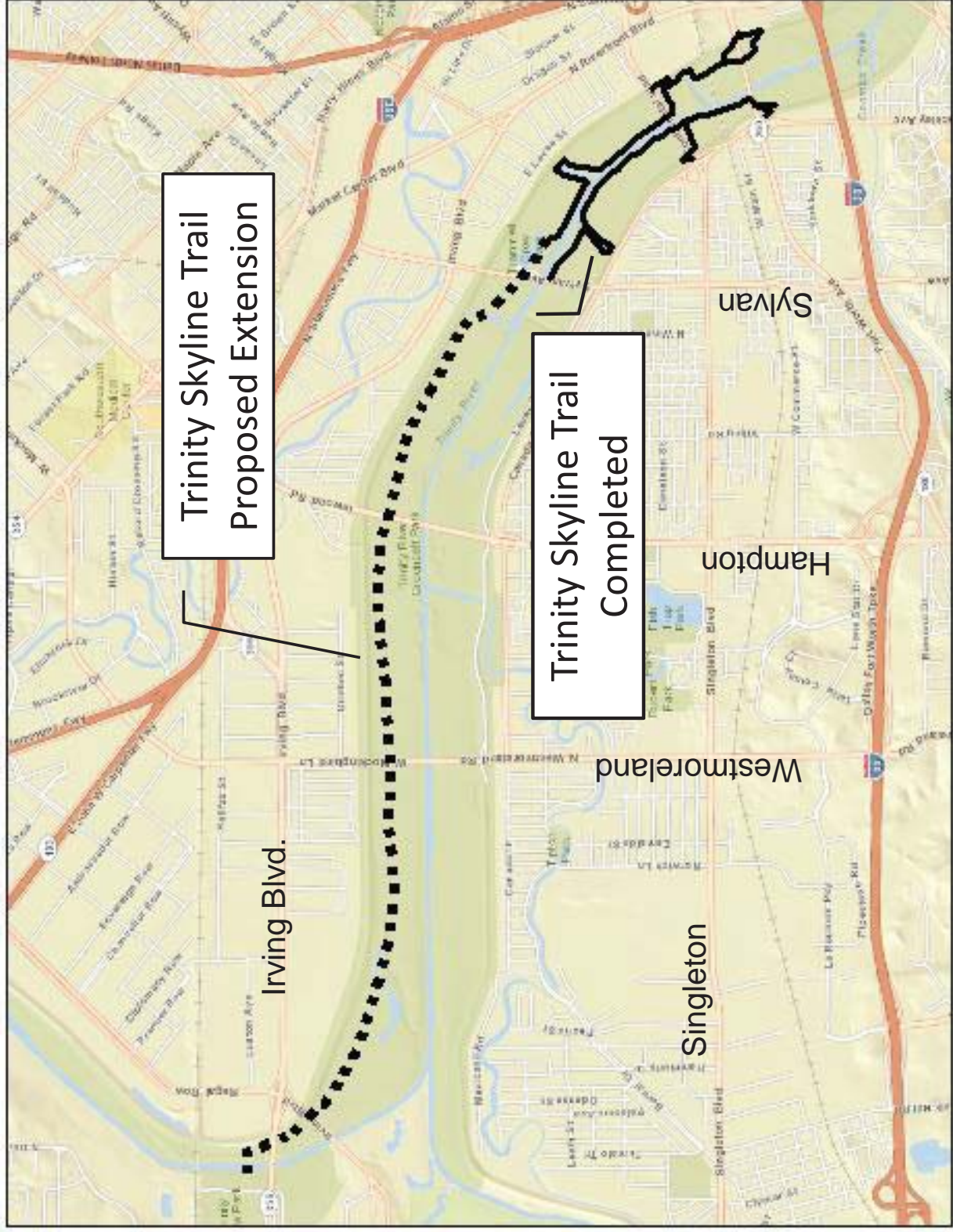
FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached

Trinity Skyline Trail Council District: 6



MAPSCO: 32Y, 42C,D, 43A,B,C,D, 44A, E F

June 27, 2018

WHEREAS, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments and the regional forum for cooperative decisions on transportation; and

WHEREAS, the Regional Transportation Council approved approximately \$28 million for the Transportation Alternatives Program Call for Projects on February 13, 2014; and

WHEREAS, on May 28, 2014, City Council authorized application to the North Central Texas Council of Governments for the nomination of the Trinity Skyline Trail Project under the Transportation Alternatives Program Call for Projects by Resolution No. 14-0830; and

WHEREAS, the City of Irving has constructed and operates a public pedestrian and bicycle trail known as "Campion Trail" which is generally depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Campion Trail"); and

WHEREAS, on August 27, 2015, the Texas Transportation Commission awarded funding for the Trinity Skyline Trail Project from Sylvan Avenue to Campion Trail under the 2014 Transportation Alternatives Program; and

WHEREAS, on January 13, 2016, City Council authorized a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation and receipt of funds for the design and construction of the Trinity Skyline Trail from Sylvan Avenue to Campion Trail, in an amount not to exceed \$2,989,994, by Resolution No. 16-0095; and

WHEREAS, on January 13, 2016, City Council authorized a payment to the Texas Department of Transportation following the execution of the Local Transportation Project Advance Funding Agreement in an amount not to exceed \$180,000 to cover the City's share of the State's engineering review cost by Resolution No. 16-0095; and

WHEREAS, on August 24, 2016, City Council authorized a professional services contract with Freese and Nichols, Inc. to provide engineering services for the Trinity Skyline Trail Project from Sylvan Avenue to Campion Trail by Resolution No. 16-1352; and

WHEREAS, the City of Irving and the City of Dallas each find that providing a link connecting public hike and bike trails within their respective boundaries enhance the quality of life for their respective residents; and

June 27, 2018

WHEREAS, the City of Dallas shall be solely responsible for the design and construction of the Trinity Skyline Trail Project from Sylvan Avenue to the City of Irving's Campion Trail; and

WHEREAS, to facilitate the connection to Campion Trail, a trail connection between the Trinity Skyline Trail west of the Trinity River Elm Fork and the current endpoint of the Campion Trail, ("Trail Connector") must be constructed within City of Irving jurisdictional boundaries; and

WHEREAS, the City of Irving shall be solely responsible for the operation and maintenance of the Campion Trail and the Trail Connector, which area is located within City of Irving jurisdictional boundaries; and

WHEREAS, the City of Dallas shall be solely responsible for the operation and maintenance of the Trinity Skyline Trail between Sylvan Avenue and the Trail Connector, which area is located within City of Dallas jurisdictional boundaries; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791, as amended) authorizes local governments to contract with one or more other local governments to perform governmental functions and services under the terms of the Act that could be performed by any of said local governments; and

WHEREAS, it is now necessary to authorize an Interlocal Cooperation Agreement Regarding Public Trail Use between the City of Irving and the City of Dallas to support implementation of trail connection between the City of Dallas' proposed Trinity Skyline Trail from Sylvan Avenue to the Trinity River Elm Fork and the City of Irving's Campion Trail.

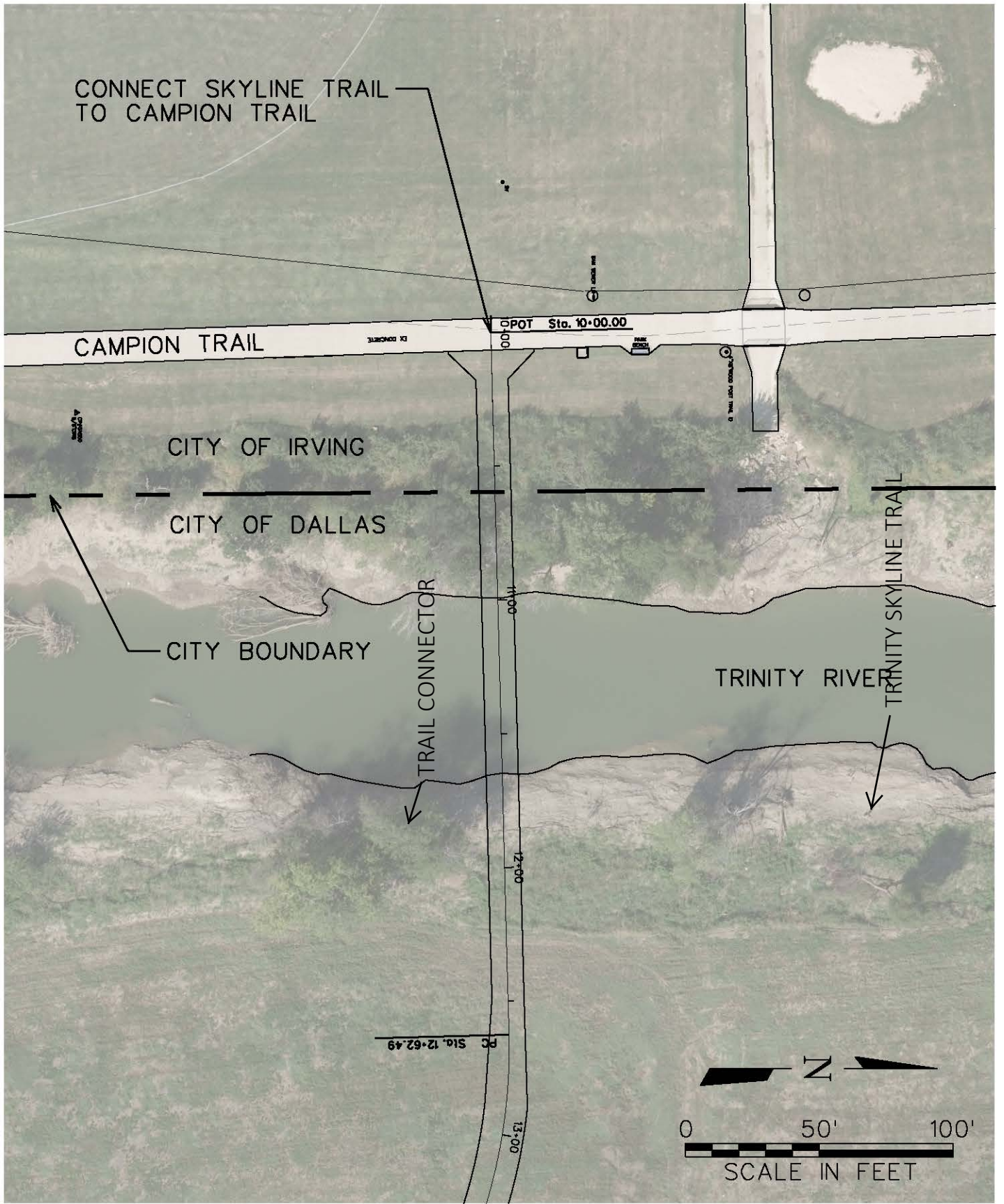
Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an Interlocal Cooperation Agreement Regarding Public Trail Use between the City of Irving and the City of Dallas, approved as to form by the City Attorney, to support implementation of trail connection between the City of Dallas' proposed Trinity Skyline Trail from Sylvan Avenue to the Trinity River Elm Fork and the City of Irving's Campion Trail.

SECTION 2. That the Interlocal Agreement between the City of Dallas and the City of Irving is designated as Contract No. TWM-2018-00006271.

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.



MicroStation VB User: 02348@office; Dallas
 DTW16515 N:\F\Report\Irving-Trail-Exhibit.sht
 Plotter: U:\60600\60600-VB-11\PDF-FR\FR-PDF-Monoplotter
 Date: May 30, 2018 - 07:42:11 AM
 Project: Freese and Nichols, Inc. GEOPAK SS4



CITY OF DALLAS
 TRINITY SKYLINE TRAIL
 CIVIL
 TRAIL EXHIBIT

FREES AND NICHOLS, INC. TEXAS REGISTERED ENGINEERING FIRM F-2144		1
F&N JOB NO.	DTW16515	
DATE	05/2018	FIGURE
SCALE		
DESIGNED	MAU	
DRAFTED	MAU	
FILE	Irving-Trail-Exhibit.sht	

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

Outside City Limits

DEPARTMENT:

Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

35K P

SUBJECT

Authorize **(1)** an Interlocal Agreement with the Town of Highland Park for replacement of an existing 24-inch water main along Preston Road from Armstrong Parkway to Mockingbird Lane; and **(2)** payment to the Town of Highland Park in accordance with the interlocal agreement for the aforementioned improvements - Not to exceed \$1,530,864 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

Dallas Water Utilities (DWU) owns and operates an existing 24-inch water main in the Town of Highland Park along Preston Road from Armstrong Parkway to Mockingbird Lane. The existing water main was built in the 1920's and a recent engineering evaluation concluded that the main has reached its useful life and is oversized for water demands in the area. The evaluation recommended that the existing water main be downsized to a new 12-inch water main based on capacity needs and to improve water quality.

The Interlocal Agreement will allow DWU to replace approximately 5,080 feet of existing 24-inch water main with a new 12-inch water main in conjunction with the Town of Highland Park's paving and drainage improvement project. Joint efforts to replace the main in conjunction with planned paving improvements will minimize traffic and pedestrian disruption and save money associated with costly pavement repairs. DWU will provide construction plans and specifications for the water main replacement to the Town of Highland Park. The Town of Highland Park will administer the project during construction and has agreed to incorporate DWU's water main work into their construction contract.

BACKGROUND (continued)

Under this agreement, the cost of the water main replacement will be funded by DWU. DWU will provide construction inspection services and final approval of the water main construction. The authorization of funds will allow The Town of Highland Park to include the water main replacement in the award of their construction contract.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction July 2018
Complete Construction July 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

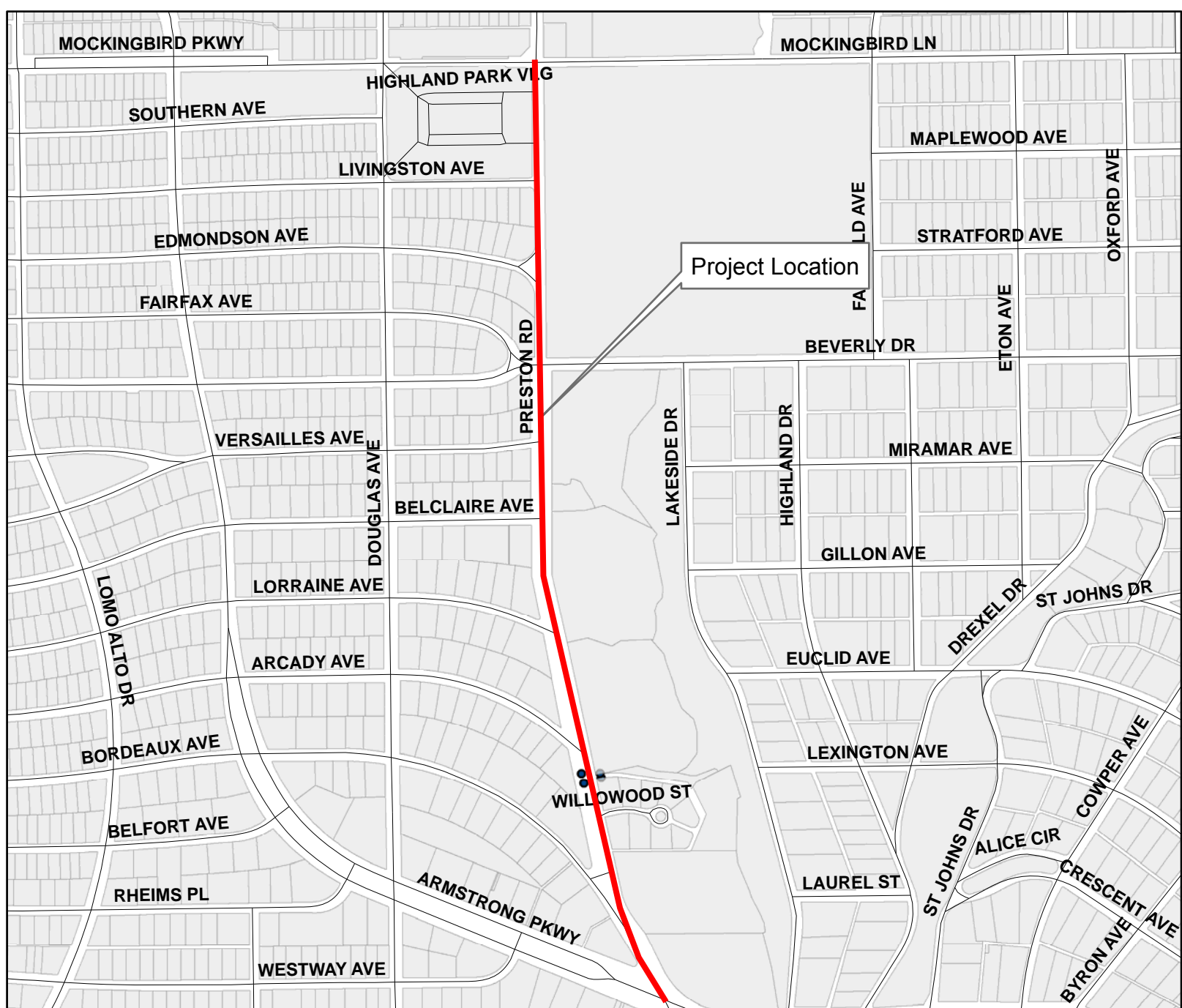
Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

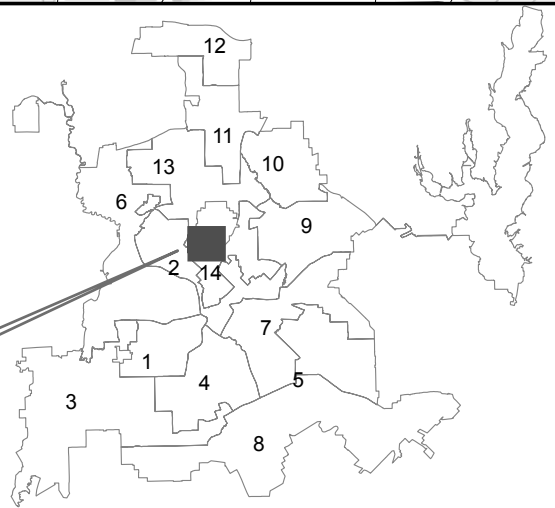
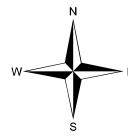
Water Utilities Capital Improvement Funds - \$1,530,863.49

MAP

Attached



Mapsco: 35K, P



Outside City Limits

**Dallas Water Utilities
Contract No. 18-259F
Water Main Rehabilitation**

June 27, 2018

WHEREAS, The Town of Highland Park plans to construct paving and drainage improvements along Preston Road from Armstrong Parkway to Mockingbird Lane; and

WHEREAS, Dallas Water Utilities has an existing 24-inch water main that needs to be replaced with a 12-inch water main along Preston Road from Armstrong Parkway to Mockingbird Lane; and

WHEREAS, The Town of Highland Park has agreed to incorporate Dallas Water Utilities' water main replacement into their construction contract; and

WHEREAS, under the Interlocal Agreement with The Town of Highland Park, Dallas Water Utilities will provide funding, construction inspection services, and approval of any design changes for the water main replacement; and

WHEREAS, the Interlocal Agreement will allow The Town of Highland Park to proceed with award of the construction contract to include the water main replacement and provide contract administration for the construction.

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 agreement with The Town of Highland Park, approved as to form by the City Attorney, for replacement of a 24-inch water main along Preston Road from Armstrong Parkway to Mockingbird Lane.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,530,863.49 to The Town of Highland Park from the Water Capital Improvement Fund, Fund 2115 Department DWU, Unit PW42, Object 4550, Program 718259, Encumbrance/Contract No. CX-DWU-2018-00006232, Vendor 257577.

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: Economic and Neighborhood Vitality

AGENDA DATE: June 27, 2018

COUNCIL DISTRICT(S): Outside City Limits

DEPARTMENT: Water Utilities Department

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: Outside City Limits

SUBJECT

Authorize a three-year contract with the Town of Hickory Creek to provide untreated water services for the period June 27, 2018 through June 26, 2021 - Estimated Annual Revenue: \$10

BACKGROUND

The Town of Hickory Creek requests the purchase of a maximum of 10,000 gallons of untreated water annually from Dallas for the purpose of irrigating and maintaining landscaping and medians within town limits located along Lake Lewisville within Denton County.

The City of Dallas owns water rights in Lake Lewisville including agricultural (irrigation) water rights. The untreated water diverted by Hickory Creek shall be considered as diverted from Lake Lewisville to Hickory Creek’s diversion points.

This water will be billed at the ordinance rate for untreated water service in accordance with Chapter 49. The sale of untreated water to Hickory Creek is subject to and limited by available system supply.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

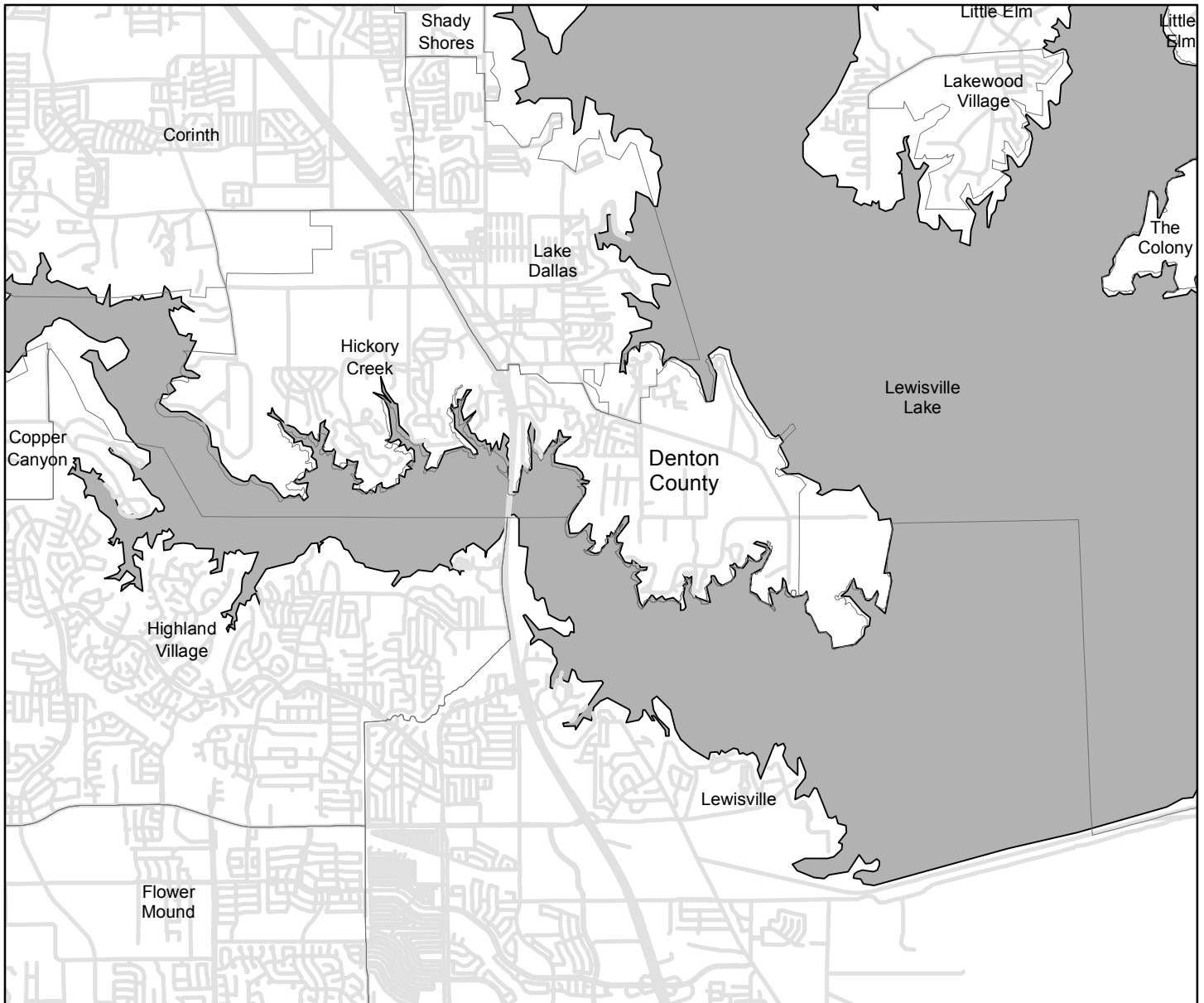
Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

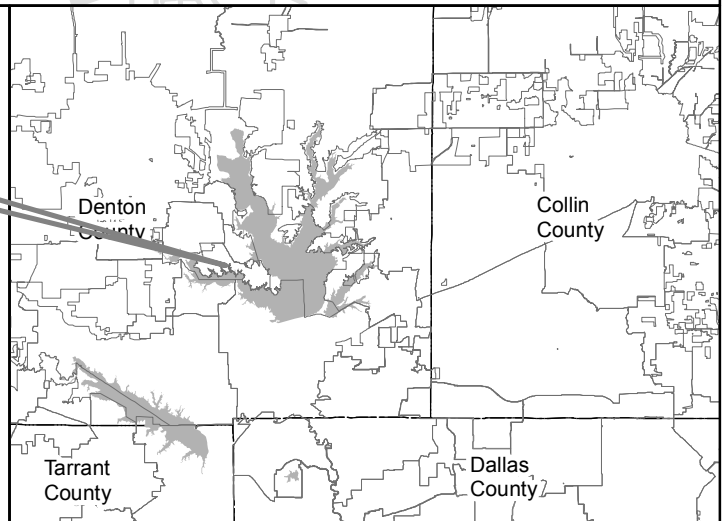
Estimated Annual Revenue: \$10 (at current wholesale untreated water rate)

MAP

Attached



The Town Hickory Creek



**Dallas Water Utilities
The Town of Hickory Creek in Denton County
Wholesale Untreated Water Contract**

June 27, 2018

WHEREAS, the City of Dallas owns water rights in Lake Lewisville including agricultural (irrigation) water rights; and

WHEREAS, the Town of Hickory Creek requests to purchase untreated water from the City of Dallas for irrigating and maintaining landscaping and medians within town limits located along Lake Lewisville within Denton County.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to enter into an Untreated Water Contract with the Town of Hickory Creek to purchase untreated water services from the City of Dallas for the period June 27, 2018 through June 26, 2021 in the estimated annual amount of \$10, after approval of the contract documents by the City Attorney.

SECTION 2. That the Chief Financial Officer is hereby authorized and directed to deposit receipts for service provided under this contract to the Water Utilities Current Fund, Fund 0100, Department DWU, Unit 7005, Function 7REV, Revenue Code 7836.

SECTION 3. That this contract is designated as Contract No. DWU-2018-00006671.

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: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: June 27, 2018

COUNCIL DISTRICT(S): 4

DEPARTMENT: Water Utilities Department

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 56 J

SUBJECT

Authorize a professional services contract with JQ Infrastructure, LLC to provide engineering services required for the investigation, preliminary design, development of construction plans and specifications, bid phase services, construction administration, and start-up of rehabilitation improvements for influent piping and equipment at the Central Wastewater Treatment Plant - Not to exceed \$1,095,000 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

The existing pipelines that convey wastewater flows to the Central Wastewater Treatment Plant (CWWTP) were constructed in the 1950s and are in need of evaluation for replacement or rehabilitation. These influent pipelines are buried below critical process treatment facilities, including trickling filters, primary clarifiers, the chlorine building, tertiary filters and the activated sludge complex. Structural failure of these pipelines could lead to sanitary sewer overflows and permit violations. In addition, a pipeline failure below any critical treatment facility would greatly reduce the plant's capacity and require expensive emergency repairs.

Under the professional services contract, the engineer will be responsible for evaluating all influent piping and equipment associated with wastewater conveyance to CWWTP. This includes condition assessments, evaluation of proper rehabilitation and replacement methods, design of necessary improvements, as well as construction phase services.

The estimated construction cost for this project is \$6,000,000.00

ESTIMATED SCHEDULE OF PROJECT

Begin Design	August 2018
Complete Design	July 2019
Begin Construction	September 2019
Complete Construction	May 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$1,095,000.00

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>
\$1,095,000.00	Architectural & Engineering	25.66%	81.79%	\$895,625.00

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

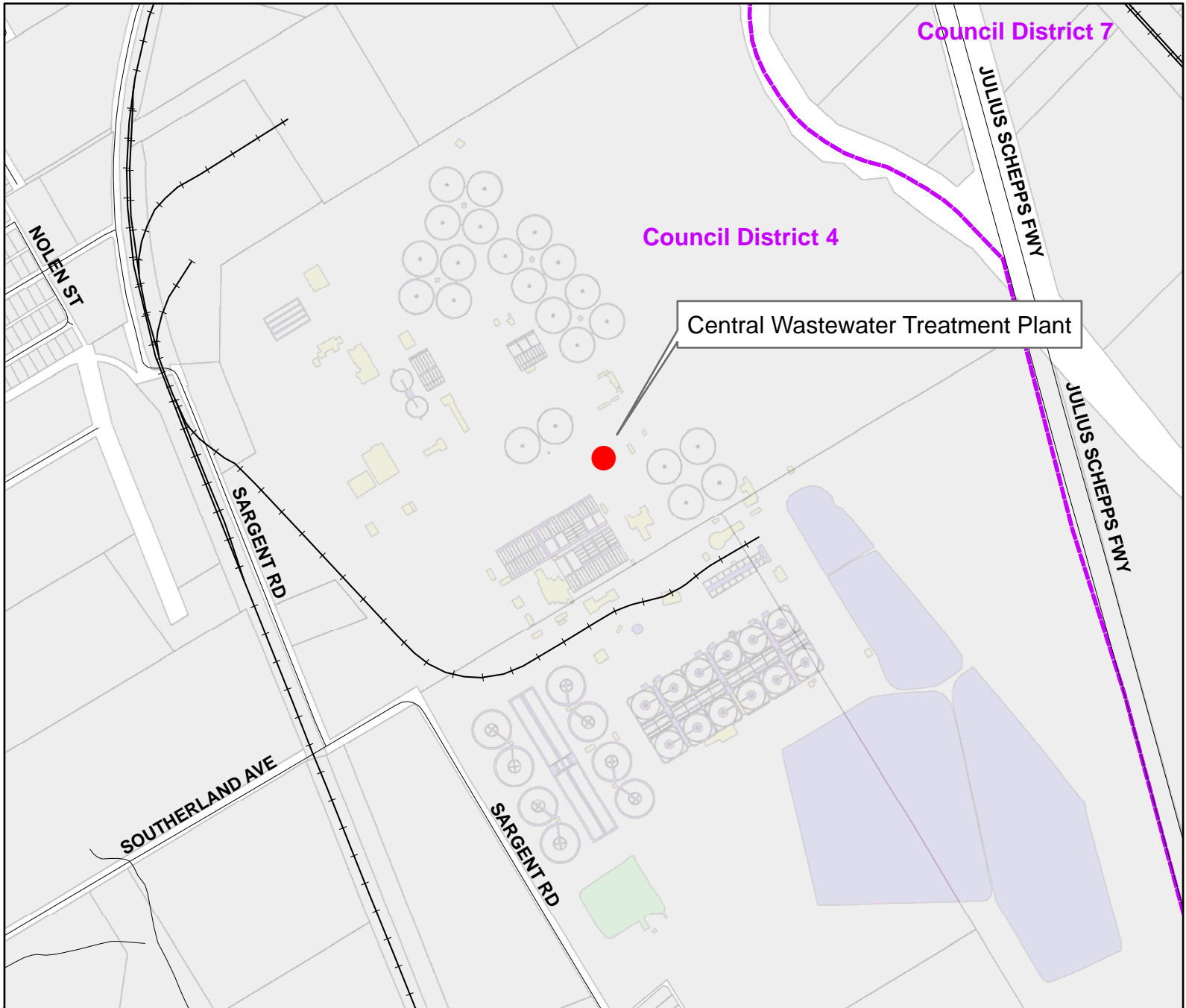
OWNER

JQ Infrastructure, LLC

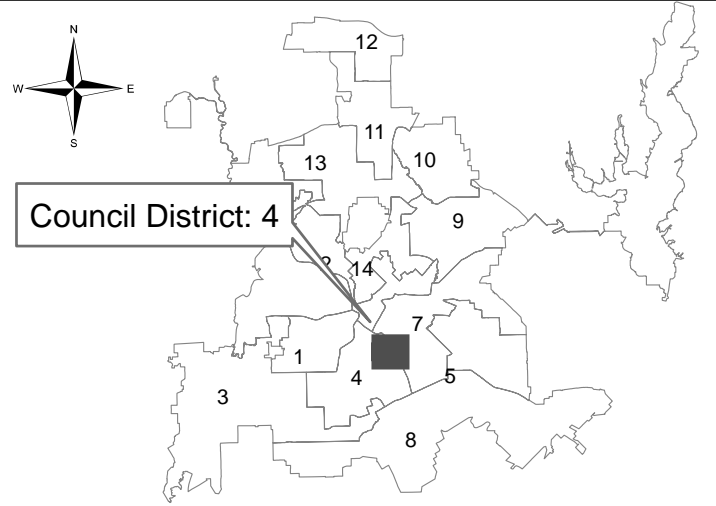
C. Raajan Mehta, President
Stephen H. Lucy, Vice President
Christopher N. Story, Treasurer
Thomas L. Scott, Secretary

MAP

Attached



Mapsc0: 56 J



**Dallas Water Utilities
 Contract No. 18-020E
 Central Wastewater Treatment Plant
 Influent Piping and Equipment Rehabilitation**

June 27, 2018

WHEREAS, the City of Dallas has identified a need to address various mechanical, electrical and structural improvements associated with influent piping and equipment at the Central Wastewater Treatment Plant; and

WHEREAS, engineering services are required to extend the useful service life and reliability of the treatment plant's influent piping and equipment; and

WHEREAS, JQ Infrastructure, LLC, 100 Glass Street, Suite 201, Dallas, Texas 75207 has submitted an acceptable proposal to provide these engineering services.

Now, Therefore,

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

SECTION 1. That the proposal submitted by JQ Infrastructure, LLC, Contract No. 18-020E, in the amount of \$1,095,000 be approved and the consultant be authorized to perform the required engineering services.

SECTION 2. That the City Manager is hereby authorized to sign a professional services contract with JQ Infrastructure, LLC, approved as to form by the City Attorney, to provide engineering services required for the investigation, preliminary design, development of construction plans and specifications, bid phase services, construction administration, and start-up of rehabilitation improvements for influent piping and equipment at the Central Wastewater Treatment Plant, in an amount not to exceed \$1,095,000.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,095,000 to JQ Infrastructure, LLC from the Wastewater Capital Improvement Fund, Fund 2116, Department DWU, Unit PS30, Object 4114, Program 718020, Encumbrance/Contract No. CX-DWU-2018-00006098, Vendor 517892.

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:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

Outside City Limits

DEPARTMENT:

Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

50A N S T

SUBJECT

Authorize a construction contract for the East Side Water Treatment Plant Site and Security Improvements Project - Archer Western Construction, LLC, lowest responsible bidder of two - Not to exceed \$2,655,900 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This action authorizes the construction of a new front entrance, guardhouse, automatic gate system, security system and north perimeter fencing. The current entrance has been largely unchanged during the fifty-year history of the plant. The existing guardhouse was placed at the present location in 2002 in response to 9/11, but the entrance was only modified to accommodate the temporary guardhouse. The existing layout does not meet current Department of Homeland Security and American Water Works Association guidelines for secured entrances. The new entrance is designed to accommodate the queuing of semi-trailer chemical delivery trucks off of the local roadway but outside of the secured plant entrance, and allows plant staff to enter through a separate secured gate while the guard reviews delivery documentation. These improvements include automatic badge entry, video monitoring and dark sky security lighting. This contract brings the East Side Water Treatment Plant (ESWTP) to the same security standard as the other two City of Dallas water treatment plants.

The ESWTP was originally constructed in the 1960's and is the largest of Dallas Water Utilities' three water treatment plants. The treatment capacity has been expanded four times since the original construction and has a capacity of 540 million gallons per day. As such, the ESWTP supplies approximately half of the treated water delivered to City of Dallas customers and customer cities and is critical to maintaining an adequate and safe water supply.

BACKGROUND (continued)

The following chart illustrates Archer Western Construction, LLC's contractual activities with the City of Dallas for the past three years:

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

ESTIMATED SCHEDULE OF PROJECT

Began Design	July 2017
Completed Design	February 2018
Begin Construction	July 2018
Complete Construction	June 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 14, 2017, City Council authorized a professional services contract with Garver, LLC by Resolution No. 17-0949.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$2,655,900.00

Design	\$ 176,596.00
Construction (this action)	<u>\$2,655,900.00</u>
Total Project Cost	\$2,832,496.00

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>
\$2,655,900.00	Construction	25.00%	25.29%	\$671,699.00

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

BID INFORMATION

The following two bids with quotes were opened on April 6, 2018:

*Denotes successful bidder

Bidders

Bid Amount

*Archer Western Construction, LLC
1411 Greenway Drive
Irving, Texas 75038

\$2,655,900.00

Rebcon, Inc.

\$4,057,000.00

OWNER

Archer Western Construction, LLC

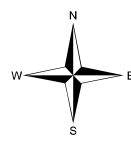
Daniel P. Walsh, President
Matthew M. Walsh IV, Secretary

MAP

Attached



Mapsc0: 50A N S T



Council District: Outside City Limits

**Dallas Water Utilities
 Contract No. 18-207
 East Side Water Treatment Plant
 Site and Security Improvements**

June 27, 2018

WHEREAS, on April 6, 2018, two bids were received for the East Side Water Treatment Plant Site and Security Improvements project, Contract No. 18-207, listed as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Archer Western Construction, LLC	\$2,655,900
Rebcon, Inc.	\$4,057,000

WHEREAS, the bid submitted by Archer Western Construction, LLC, 1411 Greenway Drive, Irving, Texas 75038, in the amount of \$2,655,900, is the lowest and best of all bids received.

Now, Therefore,

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

SECTION 1. That the bid submitted by Archer Western Construction, LLC, in the amount of \$2,655,900, for doing the work covered by the plans, specifications, and contract documents, Contract No. 18-207, be accepted.

SECTION 2. That the City Manager is hereby authorized to sign a construction contract with Archer Western Construction, LLC, approved as to form by the City Attorney, for the East Side Water Treatment Plant Site and Security Improvements project, in an amount not to exceed \$2,655,900.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,655,900 to Archer Western Construction, LLC from Water Capital Improvement Fund, Fund 2115, Department DWU, Unit PW32, Object 4320, Program 718207, Encumbrance/Contract No. CX-DWU-2018-00006479, Vendor VS0000064407.

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:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

9

DEPARTMENT:

Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

38 D

SUBJECT

Authorize a construction contract with Archer Western Construction, LLC for structural improvements to the Garland Road Elevated Water Storage Tank - Not to exceed \$3,414,000 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This action will authorize construction work associated with the installation of structural supports for the Garland Road Elevated Water Storage Tank. The tank was recently evaluated by a structural engineer and shoring improvements were recommended to ensure the tank's stability until a new tank is constructed and put in service (approximately 3-5 years). In accordance with Administrative Directive 4-5, an emergency procurement was conducted for the urgent need to preserve City property and public safety.

The elevated tank was built in 1954 and provides potable water storage for the East High Pressure Zone, which includes an area generally bounded by Northwest Highway, Lyndon B. Johnson Freeway, Scyene Road and White Rock Lake/East Grand Avenue. The Garland Road tank is the only elevated tank serving east Dallas and its continued service is important to the overall water delivery system. Further concrete deterioration of the tank walls has the potential to weaken the structural support and result in a failure of the two million gallon storage tank.

Dallas Water Utilities is designing a new elevated storage tank at a proposed site to replace the existing storage tank. The proposed site for the new tank is located just north of Northwest Highway between McCree Road and Executive Drive. A supplemental agreement for the final design of the new tank and associated water distribution system improvements will be scheduled for Council approval on August 8, 2018.

ESTIMATED SCHEDULE OF PROJECT

Begin Work July 2018
Complete Work December 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$3,414,000

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>
\$3,414,000.00	Construction	25.00%	0.00%	\$0.00

- This item is an Emergency Repair, therefore the amount of time was not sufficient to meet Good Faith Effort requirements.

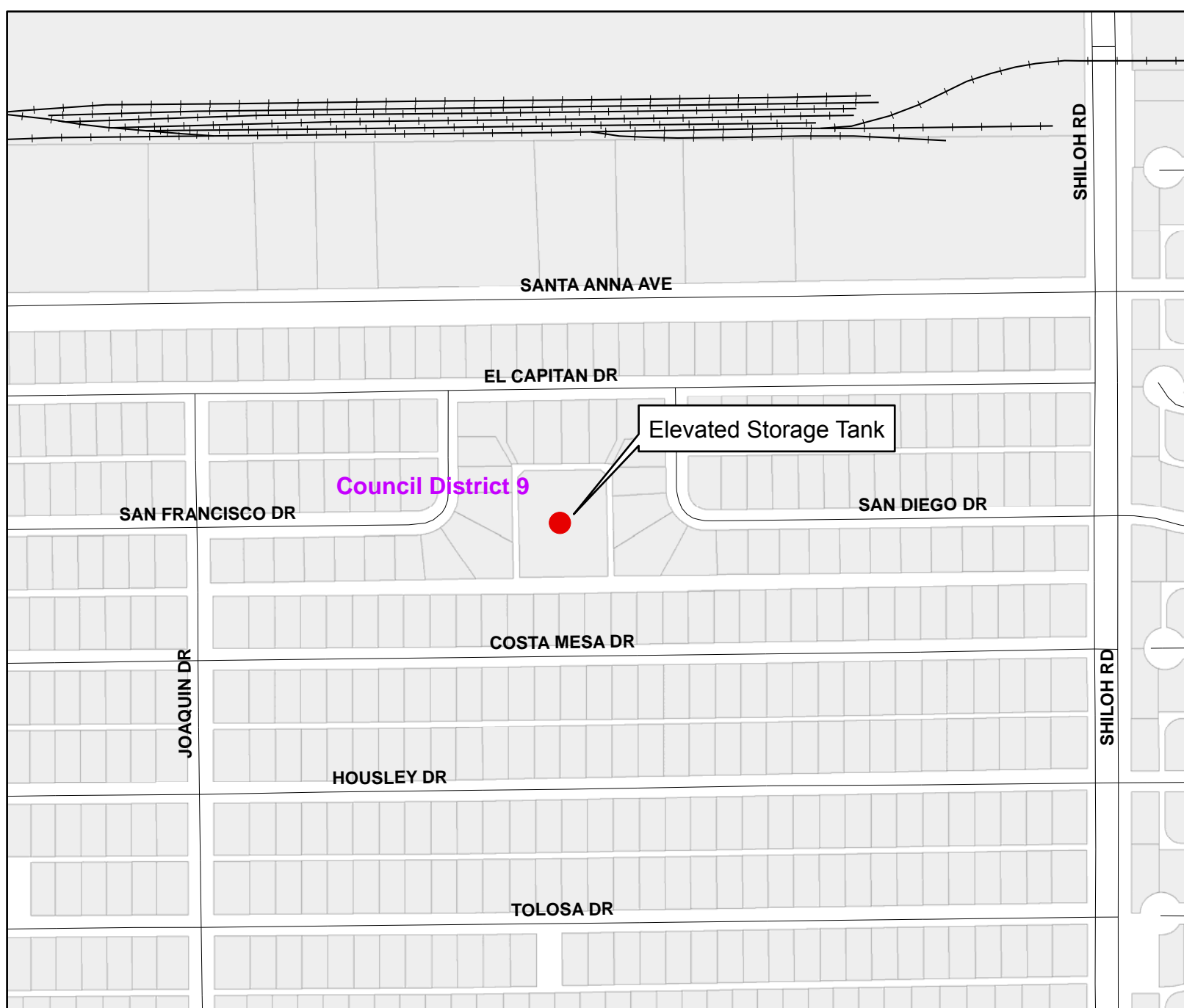
OWNER

Archer Western Construction, LLC

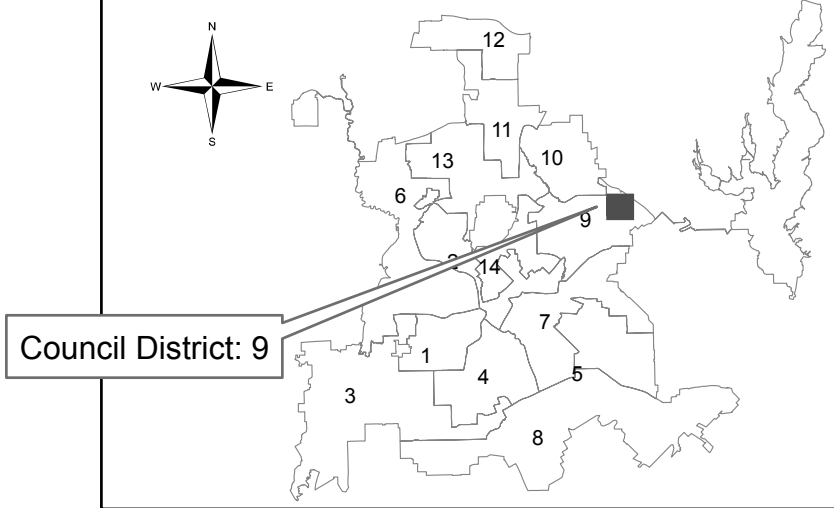
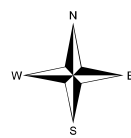
Daniel P. Walsh, President

MAP

Attached



Mapsco: 38 D



**Dallas Water Utilities
 Contract No. 18-471
 Garland Road Elevated Water Storage Tank**

June 27, 2018

WHEREAS, the City of Dallas has identified an urgent need for the installation of structural supports at the Garland Road Elevated Water Storage Tank; and

WHEREAS, Archer Western Construction, LLC, 1411 Greenway Drive, Irving, Texas 75038, has submitted an acceptable proposal for this work; and

WHEREAS, Dallas Water Utilities has reviewed the proposal and recommends approval.

Now, Therefore,

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

SECTION 1. That the cost submitted by Archer Western Construction, LLC (Contract No. 18-471) in the amount of \$3,414,000, for performing the construction work be accepted.

SECTION 2. That the City Manager is hereby authorized to sign a construction contract with Archer Western Construction, LLC, approved as to form by the City Attorney, for the installation of structural supports at the Garland Road Elevated Water Storage Tank, in an amount not to exceed \$3,414,000.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse an amount not to exceed \$3,414,000 to Archer Western Construction, LLC from Water Capital Improvement Fund, Fund 3115, Department DWU, Unit PW40, Object 4320, Program 718471, Encumbrance/Contract No. CX-DWU-2018-00006695, Vendor VS0000064407.

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:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

June 27, 2018

COUNCIL DISTRICT(S):

2, 4, 6, 10

DEPARTMENT:

Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

27 Y 33C G 37 T 45 T Q 56 J

SUBJECT

Authorize an increase in the construction services contract with Joe Funk Construction + Diversity Resources Group Joint Venture for additional work associated with building renovations, roof replacements and miscellaneous improvements at five Dallas Water Utilities facilities (list attached) - Not to exceed \$457,401, from \$2,704,585 to \$3,161,986 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

On October 11, 2016, City Council authorized a contract for the renovation and stabilization of several DWU buildings located at Central Wastewater Treatment Plant, Bachman Water Treatment Plant, North East Service Center, White Rock Control Center, Cadiz Pump Station and City Hall. The work includes renovation of exterior building shells, roof replacements, interior finish out and additional safety and security upgrades. After award of the construction contract, revisions to the International Energy Conservation Codes were adopted which required the design to be updated to meet the new code. Additionally, the Cadiz Pump Station Evaluation recommended additional historic stabilization requirements to be integrated into this work.

This action will authorize Change Order No. 1 to the construction services contract for work to address additional construction materials and labor related to new codes and historical upgrades. It will also authorize work to address unforeseen conditions identified during construction related to underground utilities.

ESTIMATED SCHEDULE OF PROJECT

Began Design	February 2015
Completed Design	January 2016
Began Construction	October 2016
Complete Construction	September 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 26, 2014, City Council authorized a professional services contract with Halff Associates, Inc. to provide architectural and engineering services for the design of roof and HVAC systems; and a space utilization study for the Trinity Watershed Management Department by Resolution No. 14-0523.

On October 11, 2016, City Council authorized a construction contract with Joe Funk Construction + Diversity Resources Group Joint Venture for building renovations, roof replacements and miscellaneous improvements at six Dallas Water Utilities facilities by Resolution No. 16-1681.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$457,400.84

Phase II Design, Study	\$2,653,128.64
Construction Contract	\$2,704,585.00
Change Order No. 1 (this action)	<u>\$ 457,400.84</u>
Total Project Cost	\$5,815,114.48

<u>Council District</u>	<u>Amount</u>
2	\$392,276.93
4	\$ 47,479.91
6	\$ 3,659.00
10	<u>\$ 13,985.00</u>
Total	\$457,400.84

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>
\$457,400.84	Construction	25.00%	81.50%	\$372,764.30

- Change Order No. 1 - 81.50% M/WBE participation
- This contract exceeds the M/WBE goal of 25.00%, and has a 54.65% Overall M/WBE participation

OWNER

Joe Funk Construction + Diversity Resources Group Joint Venture

Rusty Norris, Managing Partner
Wayne Lawrence, Managing Partner

MAP

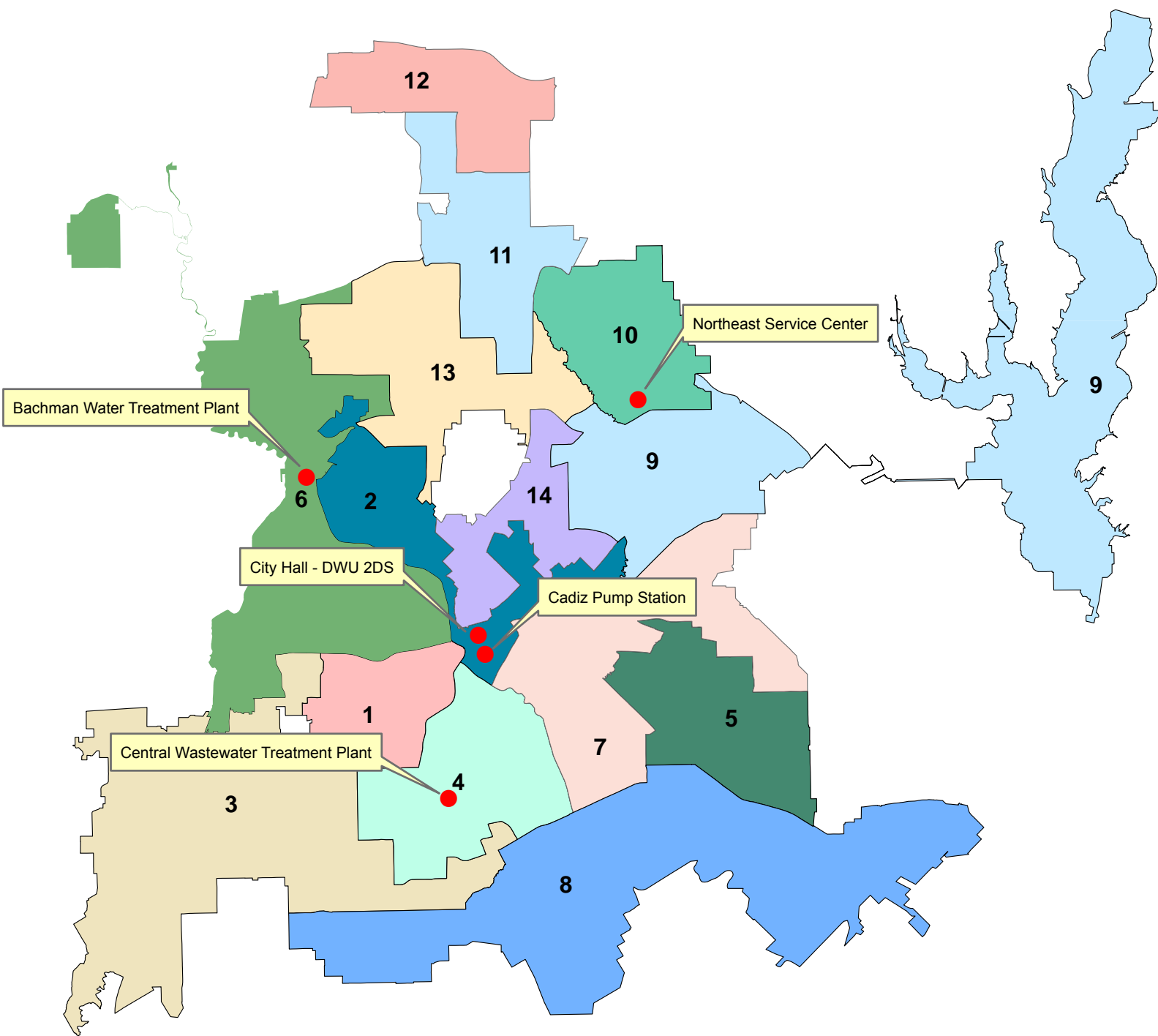
Attached

Building Renovations, Roof Replacements and Miscellaneous Improvements

Council District

Facility

2	Cadiz Pump Station
2	City Hall - DWU 2DS
4	Central Wastewater Treatment Plant
6	Bachman Water Treatment Plant
10	Northeast Service Center



Dallas Water Utilities
Contract No. 15-063/064, Change Order No. 1
Building Renovations, Roof Replacements and Miscellaneous Improvements

June 27, 2018

WHEREAS, on March 26, 2014, City Council authorized a professional services contract with Halff Associates, Inc. to provide engineering services for architectural and engineering services for the design of roof and HVAC systems; and a space utilization study for the Trinity Watershed Management Department, in an amount not to exceed \$2,653,128.64, by Resolution No. 14-0523; and

WHEREAS, on October 11, 2016, City Council authorized a construction contract with Joe Funk Construction + Diversity Resources Group Joint Venture for building renovations, roof replacements and miscellaneous improvements at six Dallas Water Utilities facilities, in an amount not to exceed \$2,704,585.00, by Resolution No. 16-1681; and

WHEREAS, it is necessary to authorize Change Order No. 1 for additional work identified during the construction of building renovations, roof replacements and miscellaneous improvements at six Dallas Water Utilities facilities; and

WHEREAS, Joe Funk Construction + Diversity Resources Group Joint Venture, 11226 Indian Trail, Dallas, Texas 75229, has submitted an acceptable proposal for this additional work; and

WHEREAS, Dallas Water Utilities recommends that Contract No. 15-063/064 be increased by \$457,400.84, from \$2,704,585.00 to \$3,161,985.84.

Now, Therefore,

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

SECTION 1. That an increase in the construction services contract with Joe Funk Construction + Diversity Resources Group Joint Venture (Change Order No. 1) is authorized for additional work identified during the construction of building renovations, roof replacements and miscellaneous improvements at six Dallas Water Utilities facilities, in an amount not to exceed \$457,400.84, increasing the contract amount from \$2,704,585.00 to \$3,161,985.84.

SECTION 2. That the proposed Change Order No. 1 with Joe Funk Construction + Diversity Resources Group Joint Venture be accepted and that Contract No. 15-063/064 be revised accordingly.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$457,400.84 to Joe Funk Construction + Diversity Resources Group Joint Venture, as follows:

June 27, 2018

SECTION 3. (continued)

Water Capital Improvement Fund Fund 2115, Department DWU, Unit PW42 Object 4310, Program 715063, Vendor VS92126 Encumbrance CT-DWU715063CP	\$ 15,331.00
Wastewater Capital Improvement Fund Fund 3116, Department DWU, Unit PS42 Object 4310, Program 715064, Vendor VS92126 Encumbrance CT-DWU715064CP	<u>\$442,069.84</u>
Total amount not to exceed	\$457,400.84

SECTION 4. That this contract is designated as Contract No. DWU-2016-00000941.

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 # 62

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: June 27, 2018

COUNCIL DISTRICT(S): 4

DEPARTMENT: Department of Sustainable Development and Construction
City Attorney's Office
Department of Equipment and Building Services

CMO: Majed Al-Ghafry, 670-3302
Larry Casto, 670-3491
Jody Puckett, 670-3390

MAPSCO: 55H

SUBJECT

Authorize the second step of acquisition for condemnation by eminent domain to acquire a tract of land containing approximately 6,500 square feet improved with a single-family dwelling, located near the intersection of Buick Avenue and Cadillac Drive for the Cadillac Heights Phase II Project, from Antonio Garcia Juarez and Magdalena Moncivais - Not to exceed \$94,600 (\$92,000, plus closing costs and title expenses not to exceed \$2,600) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes the second step of acquisition for condemnation by eminent domain to acquire a tract of land containing approximately 6,500 square feet improved with a single-family dwelling, located near the intersection of Buick Avenue and Cadillac Drive from Antonio Garcia Juarez and Magdalena Moncivais for the Cadillac Heights Phase II Project. An offer was presented to the property owners on January 4, 2017 reflecting the appraised value of \$92,000 and the City's offer was accepted by the owners. Due to title issues rendering the Title Company unable to close and deliver the appropriate policy to the City; the City seeks to proceed with acquisition of the subject property through the use of condemnation.

The first resolution approved on April 26, 2017, by Resolution No. 17-0699, authorized the purchase in the amount of \$92,000. This property will be used for the future location of City services and maintenance facilities. The consideration is based on an independent appraisal. The relocation benefits are estimated to be \$30,000.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 26, 2017, City Council authorized acquisition from Antonio Garcia Juarez and Magdalena Moncivais, of approximately 6,500 square feet of land improved with a single-family dwelling located near the intersection of Buick Avenue and Cadillac Drive for the Cadillac Heights Phase II Project by Resolution No. 17-0699.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on June 25, 2018.

FISCAL INFORMATION

2006 Bond Funds - \$94,600 (\$92,000, plus closing costs and title expenses not to exceed \$2,600)

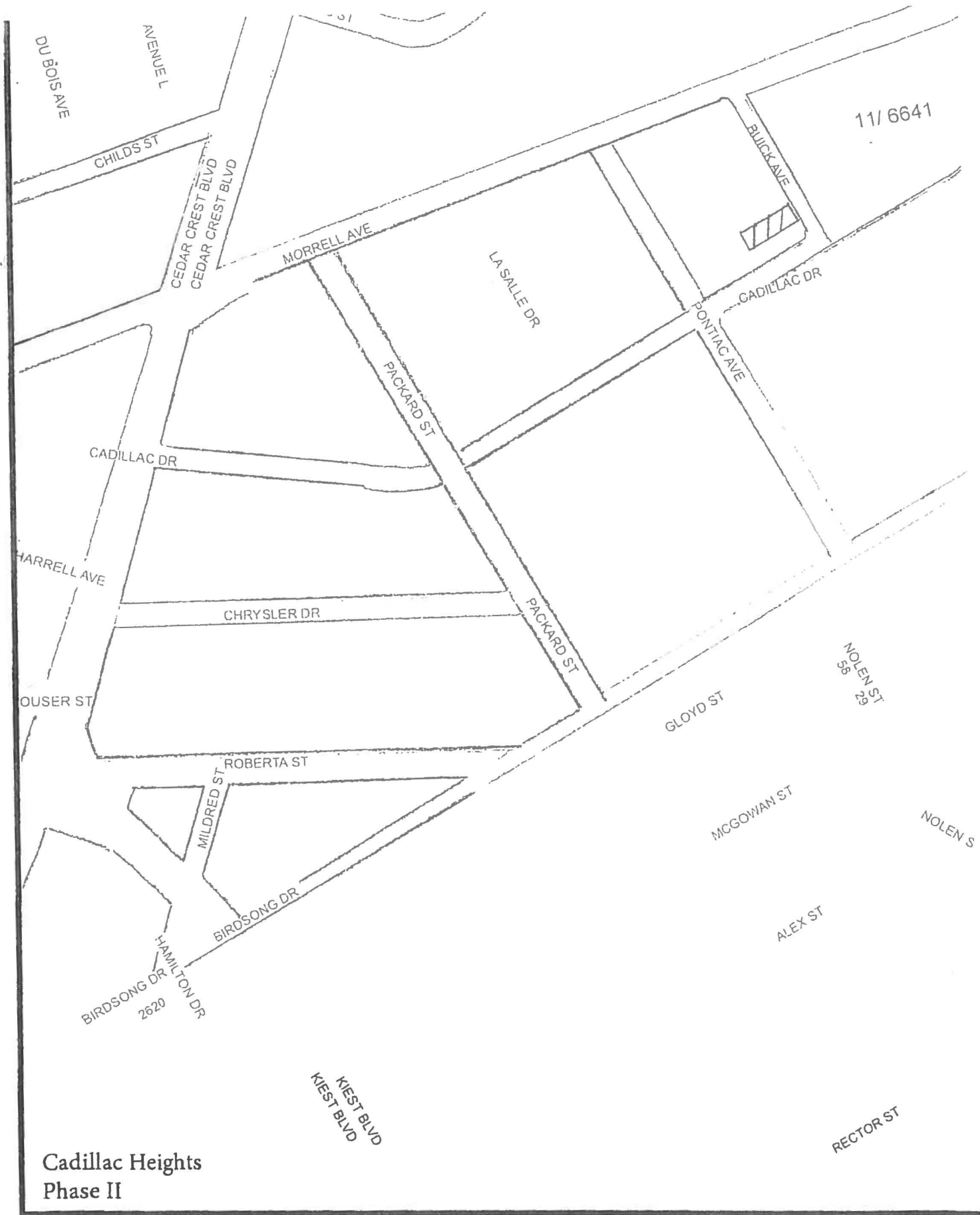
OWNERS

Antonio Garcia Juarez

Magdalena Moncivais

MAP

Attached



Cadillac Heights
Phase II



Subject: 

June 27, 2018

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF REAL PROPERTY.

WHEREAS, the Dallas City Council by the FIRST RESOLUTION authorized acquisition, by purchase, of the PROPERTY INTEREST in the PROPERTY held by OWNER for the PROJECT for a public use (all said capitalized terms being defined below); and

WHEREAS, the OWNER refused to sell the PROPERTY INTEREST in the PROPERTY to the City for the OFFER AMOUNT contained in the FIRST RESOLUTION; and

WHEREAS, the City Council desires to authorize the City Attorney to acquire the PROPERTY INTEREST in the PROPERTY by condemnation for the OFFER AMOUNT stated herein.

Now, Therefore,

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

SECTION 1. That the following definitions shall apply to this resolution:

"CITY": The City of Dallas

"FIRST RESOLUTION": Resolution No. 17-0699 approved by the Dallas City Council on April 26, 2017, which is incorporated herein by reference.

"PROPERTY": Approximately 6,500 square feet of land located in Dallas County and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Cadillac Heights Phase II

"USE": City service and maintenance facilities. The installation, use, and maintenance of a pipeline or lines for the transmission of treated water together with such appurtenant facilities as may be necessary, provided, however to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

"PROPERTY INTEREST": Fee Simple

"OWNER": Antonio Garcia Juarez and Magdalena Moncivais, 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.

June 27, 2018

SECTION 1. (continued)

"PURCHASE AMOUNT": \$92,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$2,600

"AUTHORIZED AMOUNT": Not to exceed \$94,600 (\$92,000, plus closing costs and title expenses not to exceed \$2,600)

SECTION 2. That the CITY will pay court costs as may be assessed by the Special Commissioners' or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

SECTION 3. That the City Attorney is authorized and requested to file the necessary proceeding and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

SECTION 4. That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation proceeding and/or suit.

SECTION 5. That in the event the Special Commissioners' in Condemnation appointed by the Court return an award that is the same amount or less than the AUTHORIZED AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the Chief Financial Officer is hereby authorized to draw a warrant in favor of the title company closing the transaction described above, in the amount of the AUTHORIZED AMOUNT, CLOSING COSTS AND TITLE EXPENSES payable out of Land Acquisition in Cadillac Heights, Fund 4T11, Department EBS, Unit T825, Activity LAAQ, Program PB06T825, Object 4210, Encumbrance CX-EBS-2018-00006510. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

June 27, 2018

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.

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

BY: 
Assistant City Attorney

EXHIBIT A

Being Lot 14, in Block 11/6641, of Cadillac Place, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 7, Page 459, Map Records of Dallas County, Texas.