

STRATEGIC PRIORITY: Economic Vibrancy

AGENDA DATE: September 27, 2017

COUNCIL DISTRICT(S): 3, 4, 5, 7, 8, 9, 12, 14

DEPARTMENT: Mobility and Street Services

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 17V 36B 38U 54U 59K 62R 66P

SUBJECT

Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation (TxDOT) through a grant from the U.S. Department of Transportation Federal Highway Administration for the Highway Safety Improvement Program (HSIP) (Grant No. CSJ 0918-46-291, etc., CFDA No. 20.205) to provide cost reimbursement for material and labor costs incurred by the City for intersection and traffic signal improvements at the following seven off-system locations: Frankford Road and Marsh Lane, Cockrell Hill Road and Red Bird Lane, Ferguson Road and Peavy Road, Greenville Avenue and Lovers Lane, Illinois Avenue and Marsalis Avenue, Lake June Road and Prairie Creek Road, and Simpson Stuart Road and Bonnie View Road; **(2)** the establishment of appropriations in an amount not to exceed \$145,693 in the TxDOT Signal and Seven Intersection Improvement-Frankford, various-HSIP Project Fund; and **(3)** the receipt and deposit of funds in an amount not to exceed \$145,693 in the TxDOT Signal and Seven Intersection Improvement-Frankford, various-HSIP Project Fund - Not to exceed \$145,693 - Financing: Texas Department of Transportation Grant Funds

BACKGROUND

The City of Dallas was awarded grant funding totaling \$6.17 million from the 2015 Highway Safety Improvement Program administered by the Texas Department of Transportation (TxDOT) to upgrade several traffic signals at high-accident intersections in the City of Dallas.

TxDOT will begin construction at seven off-system intersections: Frankford Road and Marsh Lane (CSJ 0918-46-291), (Cockrell Hill Road and Red Bird Lane (CSJ 0918-47-153), Ferguson Road and Peavy Road (CSJ 0918-47-155), Greenville Avenue and Lovers Lane (CSJ 0918-47-157), Illinois Avenue and Marsalis Avenue (CSJ 0918-47-160), Lake June Road and Prairie Creek Road (CSJ 0918-47-161), Simpson Stuart Road and Bonnie View Road (CSJ 0918-47-164). The intersection improvements at the seven off-system intersections will include upgrades to pedestrian features, signage, pavement markings and reconstruction of traffic signals.

BACKGROUND (continued)

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

ESTIMATED SCHEDULE OF PROJECT

Began Design	April 2016
Completed Design	July 2017
Begin Construction	October 2017
Complete Construction	December 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on September 25, 2017.

FISCAL INFORMATION

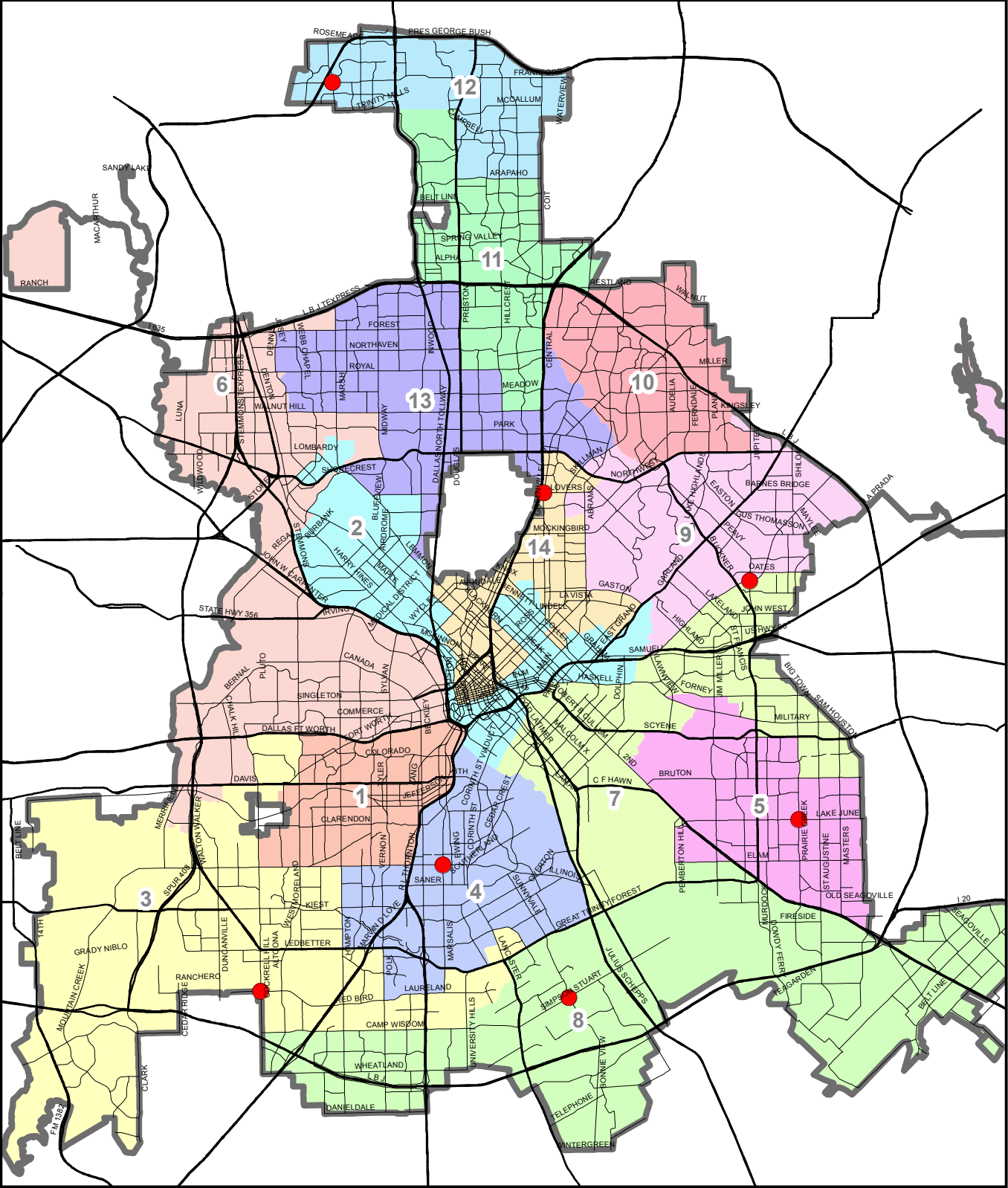
Texas Department of Transportation Grant Funds - \$145,692.05

<u>Council District</u>	<u>Amount</u>
3	\$ 20,813.15
4	\$ 20,813.15
5	\$ 20,813.15
7	\$ 10,406.58
8	\$ 20,813.15
9	\$ 10,406.57
12	\$ 20,813.15
14	\$ 20,813.15
Total	\$145,692.05

MAP

Attached

**HSIP 2015 Submittal
with Seven Intersections (CSJ 0918-46-291,etc)**



**Council Districts 3, 4, 5, 7, 8, 9, 12, 14
Mapsc0 Pages 17V, 36B, 38U, 54U, 59K, 62R, 66P**

September 27, 2017

WHEREAS, the Texas Department of Transportation (TxDOT) will provide reimbursement to the City of Dallas for material and labor costs incurred for improvements at seven intersections, including upgrades to the traffic signals, specifically at: Frankford Road and Marsh Lane, Cockrell Hill Road and Red Bird Lane, Ferguson Road and Peavy Road, Greenville Avenue and Lovers Lane, Illinois Avenue and Marsalis Avenue, Lake June Road and Prairie Creek Road, and Simpson Stuart Road and Bonnie View Road; and

WHEREAS, TxDOT will reimburse 100 percent of labor and material costs, in an amount not to exceed \$145,692.05; and

WHEREAS, the City of Dallas desires to enter into an Interlocal Agreement with TxDOT to receive cost reimbursement for material and labor costs incurred for traffic signal improvements under the Highway Safety Improvement Program (HSIP).

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 Agreement with the Texas Department of Transportation through a grant from the U.S. Department of Transportation Federal Highway Administration (CFDA 20.205), approved as to form by the City Attorney, for improvements at seven intersections, including upgrades to the traffic signals, Agreement Nos. CSJ 0918-46-291 (Frankford Road and Marsh Lane), CSJ 0918-47-153 (Cockrell Hill Road and Red Bird Lane), CSJ 0918-47-155 (Ferguson Road and Peavy Road), CSJ 0918-47-157 (Greenville Avenue and Lovers Lane), CSJ 0918-47-160 (Illinois Avenue and Marsalis Avenue), CSJ 0918-47-161 (Lake June Road and Prairie Creek Road), CSJ 0918-47-164 (Simpson Stuart Road and Bonnie View Road). The agreement remains effective as long as the project is incomplete or unless otherwise terminated or modified.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$145,692.05 in the TxDOT Signal and Seven Intersection Improvement-Frankford, various-HSIP Project Fund, Fund F8FZ, Department STS, Unit 88FZ, Activity THRG, Object 4820, Major Program STSMJR, Program TPF8FZ17.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit all reimbursements from TxDOT in an amount not to exceed \$145,692.05, in the TxDOT Signal and Seven Intersection Improvement-Frankford, various-HSIP Project Fund, Fund F8FZ, Department STS, Unit 88FZ, Revenue Code 6506.

September 27, 2017

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$145,692.05 from the TxDOT Signal and Seven Intersection Improvement-Frankford, various-HSIP Project Fund, Fund F8FZ, Department STS, Unit 88FZ, Activity THRG, Object 4820, Major Program STSMJR, Program TPF8FZ17.

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

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

SECTION 7. That this contract is designated as Contract No. STS-2017-00003666.

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

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

September 27, 2017

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Mobility and Street Services

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

45T

SUBJECT

Authorize an increase to the construction services contract with Texas Standard Construction, Ltd. for street and pedestrian lighting upgrades, traffic signal detection upgrades, and additional asphalt paving for Cadiz Street from Riverfront Boulevard to South Lamar Street - Not to exceed \$149,000, from \$5,001,480 to \$5,150,480 - Financing: 2006 Bond Funds

BACKGROUND

On June 11, 2008, City Council authorized a professional services contract with GSWW, Inc. (now a division of Burgess & Niple, Inc.) for the engineering design of a thoroughfare project for Cadiz Street from South Industrial Boulevard to the railroad underpass by Resolution No. 08-1696.

On December 11, 2013, City Council authorized a construction services contract with Texas Standard Construction, Ltd., for the construction of street paving, storm drainage, traffic signal, landscape, water and wastewater main improvements for Cadiz Street from Riverfront Boulevard to South Lamar Street, in an amount not to exceed \$4,892,134.50, by Resolution No. 13-2075.

This action will authorize Change Order No. 5 to the construction services contract with Texas Standard Construction, Ltd. for street and pedestrian lighting upgrades, traffic signal detection upgrades, and additional asphalt paving, in the amount not to exceed \$149,000.00, increasing the contract amount from \$5,001,480.02 to \$5,150,480.02.

The street and pedestrian lighting upgrades entail replacing the existing metal halide lights with light-emitting diode (LED) luminaries in order to meet the City's new illumination standards. The new LED lights will increase the electrical efficiency and life span of the fixtures. The traffic signal detection upgrades entail providing radar detection in lieu of loop detectors in the pavement.

BACKGROUND (continued)

The new radar detection is being installed at the following three signalized intersections: Cadiz Street at Lamar Street, Cadiz Street at Hotel Street, and Cadiz Street at Riverfront Boulevard. The additional asphalt paving being provided with this change order is needed to provide a temporary roadway transition between the Cadiz Street new concrete paving and the existing bridge on Cadiz Street over the Able Sump. The bridge is planned to be replaced with construction estimated to start mid 2018. However, until the bridge is replaced, temporary asphalt paving is needed to provide for the additional street width needed, as well as to ensure a smooth vertical transition from the new paving to the existing bridge roadway surface.

ESTIMATED SCHEDULE OF PROJECT

Began Design	July 2008
Completed Design	June 2012
Began Construction	February 2014
Complete Construction	October 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 11, 2008, City Council authorized a professional services contract with GSWW, Inc. (now a division of Burgess & Niple, Inc.) for the engineering design of a thoroughfare project for Cadiz Street from South Industrial Boulevard to the railroad underpass by Resolution No. 08-1696.

On June 9, 2010, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Burgess & Niple, Inc. for a structural study, additional survey, and the engineering design of streetscape and traffic signal improvements in order to extend the project limit on Cadiz Street from Riverfront Boulevard to Hotel Street in a northerly direction to South Lamar Street by Resolution No. 10-1490.

On October 10, 2011, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Burgess & Niple, Inc. for the engineering design of subsurface utilities to accommodate a new bridge over the Able Sump, traffic signal improvements, and lighting to improve pedestrian safety for Cadiz Street from Riverfront Boulevard to South Lamar Street by Resolution No. 11-2742.

On March 28, 2012, City Council authorized Supplemental Agreement No. 5 to the professional services contract with Burgess & Niple, Inc. for additional engineering design of street paving, streetscape, surveying, water and wastewater improvements for South Austin Street and Cadiz Street Connector from Austin Street Bridge to South Lamar Street by Resolution No. 12-0933.

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

On December 11, 2013, City Council authorized a construction services contract with Texas Standard Construction, Ltd., lowest responsible bidder of five, for the construction of street paving, storm drainage, traffic signal, landscape, water and wastewater main improvements for Cadiz Street from Riverfront Boulevard to South Lamar Street by Resolution No. 13-2075.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on September 25, 2017.

FISCAL INFORMATION

2006 Bond Funds - \$149,000.00

Design Contract - PBW	\$ 184,147.20
Design Contract - DWU	\$ 48,393.00
Supplemental Agreement No. 1	\$ 5,900.00
Supplemental Agreement No. 2	\$ 22,500.00
Supplemental Agreement No. 3	\$ 97,373.00
Supplemental Agreement No. 4	\$ 39,090.80
Supplemental Agreement No. 5	\$ 45,196.00

Construction	
Paving & Drainage - PBW	\$3,624,033.50
Water & Wastewater - DWU	\$1,268,101.00
Change Order No. 1	\$ 49,471.00
Change Order No. 2	\$ 0.00
Change Order No. 3	\$ 9,955.25
Change Order No. 4	\$ 49,919.27
Change Order No. 5 (this action)	<u>\$ 149,000.00</u>
 Total	 \$5,593,080.02

M/WBE INFORMATION

See attached.

OWNER

Texas Standard Construction, Ltd.

Ronald H. Dalton, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase to the construction services contract with Texas Standard Construction, Ltd. for street and pedestrian lighting upgrades, traffic signal detection upgrades, and additional asphalt paving for Cadiz Street from Riverfront Boulevard to South Lamar Street - Not to exceed \$149,000, from \$5,001,480 to \$5,150,480 - Financing: 2006 Bond Funds

Texas Standard Construction, Ltd. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$149,000.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$149,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Kenyatta Sand and Gravel	BMDB68075Y0818	\$38,740.00	26.00%
Total Minority - Local		\$38,740.00	26.00%

Non-Local Contractors / Sub-Contractors

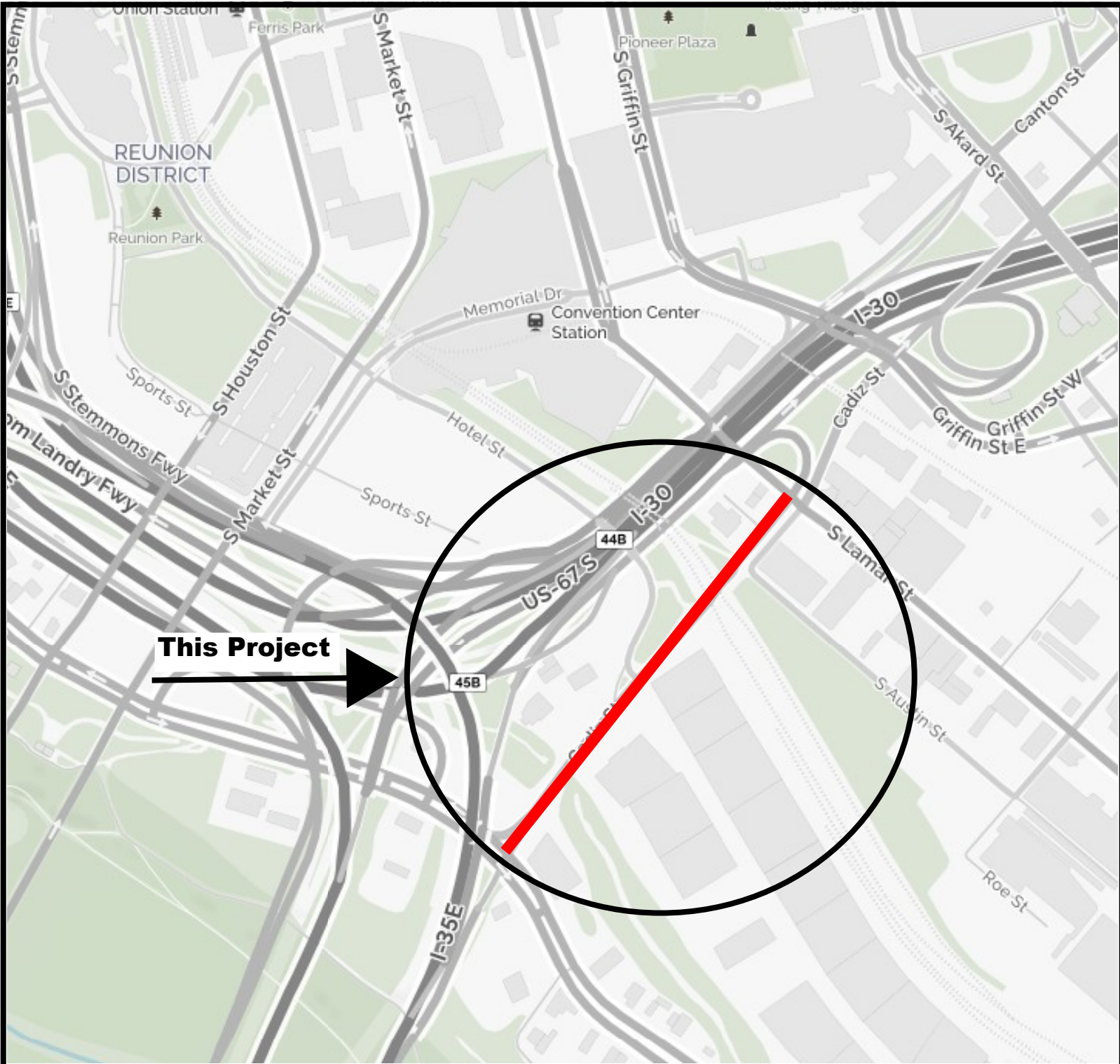
None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$38,740.00	26.00%	\$1,312,968.21	25.49%
Hispanic American	\$0.00	0.00%	\$41,116.21	0.80%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$38,740.00	26.00%	\$1,354,084.42	26.29%

STREET RECONSTRUCTION

Cadiz Street from Riverfront Boulevard to South Lamar Street



Mapsco 45T

September 27, 2017

WHEREAS, on June 11, 2008, City Council authorized a professional services contract with GSWW, Inc. (now a division of Burgess & Niple, Inc.), for the engineering design of a thoroughfare project for Cadiz Street from South Industrial Boulevard to railroad underpass, in an amount not to exceed \$232,540.20, by Resolution No. 08-1696; and

WHEREAS, on February 4, 2009, Administrative Action No. 09-0382 authorized Supplemental Agreement No. 1 to the professional services contract with Burgess & Niple, Inc., to modify the name of the consultant GSWW, Inc., which was acquired by Burgess & Niple, Inc. and increased the scope of the contract to provide a connectivity study for Cadiz Street from the railroad underpass to South Lamar Street, in an amount not to exceed \$5,900.00, from \$232,540.20 to \$238,440.20; and

WHEREAS, on February 25, 2010, Administrative Action No. 10-0811 authorized Supplemental Agreement No. 2 to the professional services contract with Burgess & Niple, Inc., to provide subsurface utility investigation and change the project limit name, South Industrial Boulevard to Riverfront Boulevard, which was authorized by City Ordinance No. 27406 on November 10, 2008, by Resolution No. 08-3111, in an amount not to exceed \$22,500.00, from \$238,440.20 to \$260,940.20; and

WHEREAS, on June 9, 2010, City Council authorized Supplemental Agreement No. 3 to the professional services contract with Burgess & Niple, Inc., for a structural study, additional survey, and the engineering design of streetscape and traffic signal improvements in order to extend the project limit on Cadiz Street from Riverfront Boulevard to Hotel Street in a northerly direction to South Lamar Street, in an amount not to exceed \$97,373.00, from \$260,940.20 to \$358,313.20, by Resolution No. 10-1490; and

WHEREAS, on October 10, 2011, City Council authorized Supplemental Agreement No. 4 to the professional services contract with Burgess & Niple, Inc. for the engineering design of subsurface utilities to accommodate a new bridge over the Able Sump, traffic signal improvements, and lighting to improve pedestrian safety for Cadiz Street from Riverfront Boulevard to South Lamar Street, in an amount not to exceed \$39,090.80, from \$358,313.20 to \$397,404.00, by Resolution No. 11-2742; and

WHEREAS, on March 28, 2012, City Council authorized Supplemental Agreement No. 5 to the professional services contract with Burgess & Niple, Inc., for additional engineering design of street paving, streetscape, surveying, water and wastewater improvements for South Austin Street and Cadiz Street Connector from Austin Street Bridge to South Lamar Street, in an amount not to exceed \$45,196.00, increasing the contract amount from \$397,404.00 to \$442,600.00, by Resolution No. 12-0933; and

September 27, 2017

WHEREAS, on October 3, 2013, bids were received for the construction of street paving, storm drainage, traffic signal, landscape, water and wastewater main improvements for Cadiz Street from Riverfront Boulevard to South Lamar Street; and

WHEREAS, on December 11, 2013, City Council authorized a construction services contract with Texas Standard Construction, Ltd., lowest responsible bidder of five, for the construction of street paving, storm drainage, traffic signal, landscape, water and wastewater main improvements for Cadiz Street from Riverfront Boulevard to South Lamar Street, in an amount not to exceed \$4,892,134.50, by Resolution No. 13-2075; and

WHEREAS, on March 24, 2015, Administrative Action No. 15-0569 authorized Change Order No. 1 to the construction services contract with Texas Standard Construction, Ltd. for street paving, storm drainage, traffic signal, landscape and water and wastewater main improvements for Cadiz Street from Riverfront Boulevard to South Lamar Street, in an amount not to exceed \$49,471.00, from \$4,892,134.50 to \$4,941,605.50; and

WHEREAS, on March 17, 2016, Administrative Action No. 16-0239 authorized Change Order No. 2 to the construction services contract with Texas Standard Construction, Ltd. to add additional construction items related to street paving for Cadiz Street from Riverfront Boulevard to South Lamar Street, a zero dollar amount change order, not increasing the contract amount of \$4,941,605.50; and

WHEREAS, on September 20, 2016, Administrative Action No. 16-0927 authorized Change Order No. 3 to the construction services contract with Texas Standard Construction, Ltd. for an additional construction item related to street paving for Cadiz Street from Riverfront Boulevard to South Lamar Street, in an amount not to exceed \$9,955.25, from \$4,941,605.50 to \$4,951,560.75; and

WHEREAS, on October 27, 2016, Administrative Action No. 16-0942 authorized Change Order No. 4 to the construction services contract with Texas Standard Construction, Ltd. to increase the quantities of concrete walks, pavement, retaining walls, curbs, traffic signals and lighting for Cadiz Street from Riverfront Boulevard to South Lamar Street, in an amount not to exceed \$49,919.27, from \$4,951,560.75 to \$5,001,480.02; and

WHEREAS, it is now necessary to authorize Change Order No. 5 to the construction services contract with Texas Standard Construction, Ltd. for street and pedestrian lighting upgrades, traffic signal detection upgrades, and additional asphalt paving for Cadiz Street from Riverfront Boulevard to South Lamar Street, in an amount not to exceed \$149,000.00, increasing the contract amount from \$5,001,480.02, to \$5,150,480.02.

September 27, 2017

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 Texas Standard Construction, Ltd. (Change Order No. 5) is authorized for street and pedestrian lighting upgrades, traffic signal detection upgrades, and additional asphalt paving for Cadiz Street from Riverfront Boulevard to South Lamar Street, in an amount not to exceed \$149,000.00, increasing the contract from \$5,001,480.02 to \$5,150,480.02.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$149,000.00 to Texas Standard Construction, Ltd., as follows:

Street and Transportation Improvements Fund Fund 7T22, Department STS, Unit U778, Activity THRF Object 4510, Program PB06U778 Encumbrance CT PBW06U778C1, Vendor 508379	\$118,875.80
Street and Transportation Improvements Fund Fund 8T22, Department STS, Unit U778, Activity THRF Object 4510, Program PB06U778 Encumbrance CT PBW06U778C1, Vendor 508379	<u>\$ 30,124.20</u>
Total amount not to exceed	\$149,000.00

SECTION 3. That this contract is designated as Contract No. PBW-2016-00000459.

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: Economic Vibrancy

AGENDA DATE: September 27, 2017

COUNCIL DISTRICT(S): 1

DEPARTMENT: Mobility and Street Services
Office of Economic Development

CMO: Majed Al-Ghafry, 670-3302
Raquel Favela, 670-3309

MAPSCO: 43 Z

SUBJECT

Collective Sustainable Development Infrastructure Project

- * Authorize an amendment to Resolution No. 12-2360, previously approved on September 26, 2012, for the Collective Sustainable Development Infrastructure Project to **(1)** delete the reimbursements to The Park at Kessler, LP; **(2)** correct the funding source to receive and deposit funds from the Texas Department of Transportation; **(3)** authorize the Fort Worth Avenue Tax Increment Financing (TIF) Board of Directors to dedicate up to \$496,563 in the Fort Worth Avenue TIF District Funds as the required local matching funds for the North Central Texas Council of Governments Sustainable Development Program associated with the Collective Sustainable Development Infrastructure Project in the Fort Worth Avenue TIF District; and **(4)** increase appropriations in an amount not to exceed \$496,563 in the Fort Worth Avenue TIF District Fund - Not to exceed \$496,563 - Financing: Fort Worth Avenue TIF District Funds
- * Authorize an amendment to Resolution No. 12-2361, previously approved on September 26, 2012, to rescind the execution of the development agreement with The Park at Kessler, LP for the Collective Sustainable Development Infrastructure Project and associated reimbursement of project costs - Financing: No cost consideration to the City

BACKGROUND

The Collective Sustainable Development Infrastructure Project was submitted by the City of Dallas to the North Central Texas Council of Governments' (NCTCOG) third Sustainable Development Program Call for Projects in 2009 and subsequently selected for funding. The program requires a local match of 20 percent of the total project cost that was to be provided by the developer, The Park at Kessler, LP. However, The Park at Kessler, LP is no longer the owner of the development site located south of Fort Worth Avenue between Colorado Boulevard and Bahama Drive. The development site is now owned by the Lincoln Property Company.

Additionally, the Fort Worth Avenue Tax Increment Financing (TIF) District is now proposed to provide the required local matching funds for the Collective Sustainable Development Infrastructure Project. Thus, the development agreement with The Park at Kessler, LP, previously authorized by City Council, is no longer applicable.

This action will authorize an amendment to Resolution No. 12-2361, previously approved on September 26, 2012, to rescind the execution of the development agreement with The Park at Kessler, LP, and the associated cost reimbursements for the Collective Sustainable Development Infrastructure project. This action will also amend Resolution No. 12-2360, previously approved on September 26, 2012, to delete any reimbursements to The Park at Kessler, LP, and to receive and deposit funds from the Texas Department of Transportation, instead of NCTCOG.

The Collective Sustainable Development Project is being implemented in two phases in order to accommodate planned mixed-use development in the area. Phase 1 entails sidewalks and pedestrian lighting improvements along Fort Worth Avenue between Colorado Boulevard and Bahama Drive. Phase 2 improvements include intersection improvements along Fort Worth Avenue (between Colorado Boulevard and Bahama Drive), bicycle lanes along Colorado Boulevard and Fort Worth Avenue, sidewalk improvements along Bahama Drive, and a trail extension along Plymouth Road for the Coombs Creek Trail.

The Collective Sustainable Development Infrastructure Project cost estimate is \$2,482,813, which is to be funded 80 percent by the Texas Department of Transportation Regional Toll Revenue Fund (\$1,986,250) and 20 percent by the City of Dallas Fort Worth Avenue TIF Fund (\$496,563).

ESTIMATED SCHEDULE OF PROJECT

Phase 1 of the Collective Sustainable Development Infrastructure Project

Began Design	March 2017
Completed Design	May 2017
Began Construction	June 2017
Completed Construction	August 2017

ESTIMATED SCHEDULE OF PROJECT (continued)

Phase 2 of the Collective Sustainable Development Infrastructure Project

Begin Design	January 2018
Complete Design	June 2018
Begin Construction	October 2018
Complete Construction	July 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 13, 2009, the Transportation and Environment Committee was briefed on the Regional Transportation Council Sustainable Development Program Call for Projects for 2009-2010.

On September 15, 2009, the Transportation and Environment Committee was briefed on and endorsed the recommended project list.

The Transportation and Environment Committee was briefed by memorandum regarding the resolution of support for the selected projects on August 10, 2010.

On August 25, 2010, City Council authorized support for projects selected within the City of Dallas for the Regional Transportation Council Sustainable Development Program and authorized the City Manager to negotiate agreements with the North Central Texas Council of Governments and private sector partners, where applicable by Resolution No. 10-2152.

On September 17, 2012, the Economic Development Committee was briefed by memorandum to consider agreements with the North Central Texas Council of Governments, the State of Texas, and The Park at Kessler, LP for the Collective Sustainable Development Infrastructure Project.

On September 26, 2012, City Council authorized an agreement with the North Central Texas Council of Governments and the State of Texas to obtain funding to reimburse a private developer for the costs of construction for the Collective Sustainable Development Infrastructure Project by Resolution No. 12-2360.

On September 26, 2012, City Council authorized a Development Agreement with The Park at Kessler, LP for the cost of construction of the Collective Sustainable Development Infrastructure Project by Resolution No. 12-2361.

On December 12, 2016, the Fort Worth Avenue TIF Board of Directors approved District-wide TIF funding request of up to \$496,562 as local match for the Collective Sustainable Development Infrastructure Project in the Fort Worth Avenue TIF District in partnership with North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) for its Sustainable Development Program.

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

The Mobility Solutions, Infrastructure and Sustainability Committee will be briefed regarding this matter on September 25, 2017.

FISCAL INFORMATION

Fort Worth Avenue TIF District Funds - \$496,563

Estimated Project Cost:

Phase 1 of the Collective Sustainable Development Infrastructure Project

Design (administered and paid by developer)	\$ 45,500
Construction	<u>\$ 351,712</u>
Subtotal	\$ 397,212

Phase 2 of the Collective Sustainable Development Infrastructure Project

Design	\$ 208,282
Construction	<u>\$1,922,819</u>
Subtotal	\$2,131,101

Estimated total project cost for Phase 1 and Phase 2 \$2,528,313

Project Share Cost

NCTCOG/TxDOT's share of cost	\$1,986,250
City's share of cost (Fort Worth Avenue TIF Fund)	\$ 496,563 (this action)
Private Fund for Design (will not be reimbursed by TxDOT)	<u>\$ 45,500</u>
Total	\$2,528,313

MAP

Attached

September 27, 2017

WHEREAS, the Regional Transportation Council (RTC) is the regional transportation policy board of the North Central Texas Council of Governments (NCTCOG), and is a regional forum for cooperative decisions on transportation; and

WHEREAS, pursuant to Chapter 228 of the Texas Transportation Code, the State of Texas provided surplus revenue from a SH 121 toll project to RTC for its Sustainable Development Program; and

WHEREAS, the RTC approved \$41 million for the 2009-2010 Sustainable Development Program Call for Projects; and

WHEREAS, the City of Dallas issued a request for proposals to private developers and other organizations to solicit projects to submit to the RTC's Sustainable Development Call for Projects; and

WHEREAS, the City of Dallas submitted sixteen infrastructure projects, including the Collective Infrastructure Project, and seven planning projects to the RTC's Sustainable Development Call for Projects; and

WHEREAS, on June 3, 2010, the RTC approved \$13,779,712 in Regional Toll Revenue (RTR) or Regional Transportation Council (RTC) local funds for nine infrastructure and three planning projects in the city of Dallas; and

WHEREAS, on February 24, 2011, the Texas Transportation Commission concurred with RTC's selection of projects for the Collective Sustainable Development Infrastructure project and its funding of \$1,986,250; and

WHEREAS, the Sustainable Development Program requires a minimum local match of 20 percent of the total project cost of \$2,482,813, or \$496,563, which was to be provided by The Park at Kessler, LP; and

WHEREAS, on August 25, 2010, City Council authorized support for the Collective Sustainable Development Infrastructure Project and authorized the City Manager to negotiate agreements with NCTCOG and private sector partners by Resolution No. 10-2152; and

WHEREAS, on September 26, 2012, City Council authorized an agreement with NCTCOG and TxDOT to obtain funding to reimburse The Park at Kessler, LP, for the cost of construction of the Collective Sustainable Development Infrastructure Project in the amount of \$1,986,250 from NCTCOG by Resolution No. 12-2360; and

September 27, 2017

WHEREAS, on September 26, 2012, City Council authorized a developer agreement with The Park at Kessler, LP, for reimbursement of construction costs for the Collective Sustainable Development Infrastructure Project by Resolution No. 12-2361; and

WHEREAS, the development project with the developer, The Park at Kessler, LP, that was contemplated in the original funding application did not go forward in part due to the past economic recession, and subsequently, the development site was purchased by the Lincoln Property Company while the Fort Worth Avenue Tax Increment Finance (TIF) District is now proposed to provide the required local matching funds for the Collective Sustainable Development Project as required by the funding agreement with TxDOT; and

WHEREAS, on December 12, 2016, the Fort Worth Avenue TIF Board of Directors approved District-wide TIF funding request of up to \$496,562 as the required local matching funds for the Collective Sustainable Development Infrastructure project in the Fort Worth Avenue TIF District in partnership with North Central Texas Council of Governments Regional Transportation Council (RTC) for its Sustainable Development (SD) Program; and

WHEREAS, it is now necessary to amend Resolution No. 12-2360, previously approved on September 26, 2012, for the Collective Sustainable Development Infrastructure Project to **(1)** delete the reimbursements to The Park at Kessler, LP; **(2)** correct the funding source to receive and deposit funds from the Texas Department of Transportation; **(3)** authorize the Fort Worth Avenue Tax Increment Financing (TIF) District Board of Directors to dedicate up to \$496,563 in the Fort Worth Avenue TIF District Funds as the required local matching funds for the North Central Texas Council of Government's Sustainable Development Program associated with the Collective Sustainable Development Infrastructure Project in the Fort Worth Avenue TIF District; and **(4)** increase appropriations in an amount not to exceed \$496,563 in the Fort Worth Avenue TIF District Fund.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to amend Resolution No. 12-2360, previously approved by on September 26, 2012, for the Collective Sustainable Development Project to **(1)** delete the reimbursements to The Park at Kessler, LP; and **(2)** correct the funding source to receive and deposit funds from the Texas Department of Transportation, approved as to form by the City Attorney, as follows:

September 27, 2017

Section 1. That the City Manager, upon approval as to form by the City Attorney's Office, is hereby authorized to execute an agreement with NCTCOG and the State of Texas to obtain funding to reimburse a private developer, ~~The Park at Kessler, LP~~, for the costs of design and construction of the Collective Sustainable Development Infrastructure Project in an amount not to exceed \$1,986,250.

Section 2. That the ~~City Controller~~ Chief Financial Officer is hereby authorized to receive and deposit funds from the ~~North Central Texas Council of Governments~~ Texas Department of Transportation in Fund S251, Department ECO, Unit P738, Activity ECSD, Revenue Source 6516, in an amount not to exceed \$1,986,250.

SECTION 2. That the Fort Worth Avenue TIF District Board of Directors are hereby authorized to dedicate up to \$496,563 in the Fort Worth Avenue Tax TIF fund as required local matching funds for the North Central Texas Council of Governments Sustainable Development Grant Program associated with the Collective Sustainable Development Infrastructure Project to support the development in the Fort Worth Avenue TIF District.

SECTION 3. That the City Manager is hereby authorized to increase appropriations in the Fort Worth Avenue TIF Fund 0058 for the local 20 percent match in accordance with the agreement, in Fund 0058, Department ECO, Unit W180, Object 3016, in an amount not to exceed \$496,563.

SECTION 4. That the Chief Financial Officer is hereby authorized to encumber and disburse funds in an amount not to exceed \$496,563 in accordance with the terms of the local match requirements of the grant and as approved by TxDOT from the Fort Worth Avenue TIF Fund, Fund 0058, Department ECO, Unit W180, Object 3016.

SECTION 5. That this contract is designated as Contract No. STS-2017-00003114.

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.

September 27, 2017

WHEREAS, the Regional Transportation Council (RTC) is the regional transportation policy board of the North Central Texas Council of Governments (NCTCOG), and is a regional forum for cooperative decisions on transportation; and

WHEREAS, pursuant to Chapter 228 of the Texas Transportation Code, the State of Texas provided surplus revenue from a SH 121 toll project to RTC for its Sustainable Development Program; and

WHEREAS, the RTC approved \$41 million for the 2009-2010 Sustainable Development Program Call for Projects; and

WHEREAS, on April 13, 2009, the Transportation and Environment Committee was briefed on the Regional Transportation Council Sustainable Development Program Call for Projects for 2009-2010; and

WHEREAS, the City of Dallas issued a request for proposals to private developers and other organizations to solicit projects to submit to the RTC's Sustainable Development Call for Projects; and

WHEREAS, the City of Dallas submitted sixteen infrastructure projects, including the Collective Infrastructure Project, and seven planning projects to the RTC's Sustainable Development Call for Projects; and

WHEREAS, on June 3, 2010, the RTC approved \$13,779,712 in Regional Toll Revenue (RTR) or Regional Transportation Council (RTC) local funds for nine infrastructure and three planning projects in the city of Dallas; and

WHEREAS, on February 24, 2011, the Texas Transportation Commission concurred with RTC's selection of projects for the Collective Sustainable Development Infrastructure Project and its funding of \$1,986,250; and

WHEREAS, the Sustainable Development Program requires a minimum local match of 20 percent of the total project cost of \$2,482,813, or \$496,563, which was to be provided by The Park at Kessler, LP; and

WHEREAS, on August 25, 2010, City Council authorized support for projects selected within the City of Dallas for the Regional Transportation Council Sustainable Development Program and authorized the City Manager to negotiate agreements with the North Central Texas Council of Governments and private sector partners by Resolution No. 10-2152; and

September 27, 2017

WHEREAS, on September 26, 2012, City Council authorized an agreement with the North Central Texas Council of Governments and the State of Texas to obtain funding to reimburse a private developer for the costs of construction for The Collective Sustainable Development Infrastructure Project by Resolution No. 12-2360; and

WHEREAS, on September 26, 2012, City Council authorized a Development Agreement with The Park at Kessler, LP, for the cost of construction of the Collective Sustainable Development Infrastructure Project, in an amount not to exceed \$1,986,250, by Resolution No. 12-2361; and

WHEREAS, the development project with the developer, The Park at Kessler, LP, that was contemplated in the original funding application did not go forward in part due to the past economic recession, and subsequently, the development site was purchased by Lincoln Property Company while the Fort Worth Avenue Tax Increment Finance (TIF) District will now provide the local matching funds for the Collective Sustainable Development Infrastructure Project as required by the funding agreement with the Texas Department of Transportation; and

WHEREAS, on December 12, 2016, the Fort Worth Avenue TIF Board of Directors approved the District-wide TIF funding request of up to \$496,562 as the required local matching funds for the Collective Sustainable Development Infrastructure Project in the Fort Worth Avenue TIF District in partnership with North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) for its Sustainable Development (SD) Program; and

WHEREAS, it is now necessary to amend Resolution No. 12-2361, previously approved on September 26, 2012, to rescind the execution of the development agreement with The Park at Kessler, LP for the Collective Sustainable Development Infrastructure Project and associated reimbursement of the project costs.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to amend Resolution No. 12-2361, previously approved on September 26, 2012, to rescind the execution of the development agreement with The Park at Kessler, LP for the Collective Sustainable Development Infrastructure Project and associated reimbursement of project costs.

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

AGENDA ITEM # 33

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

September 27, 2017

COUNCIL DISTRICT(S):

Outside City Limits

DEPARTMENT:

Sustainable Development and Construction
City Attorney's Office

CMO:

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

MAPSCO:

67V

SUBJECT

Authorize **(1)** settlement in lieu of proceeding further with condemnation in the condemnation suit styled City of Dallas v. Diann Tessman Slaton, et al, pending in County Court at Law No. 2, Cause No. CC-14-01509-B, for acquisition from Diann Tessman Slaton, et al., of approximately 26 acres of land for right-of-way and approximately 75,722 square feet of land in easement located in Dallas County, Texas for the Southwest 120/96-inch Water Transmission Pipeline Project; and **(2)** the deposit of the settlement amount reached through Court ordered mediation and negotiation of the condemnation suit for an amount not to exceed the amount of the settlement amount - Not to exceed \$1,081,110, increased from \$911,105 (\$904,259 being the award, plus closing costs and title expenses not to exceed \$6,846) to \$1,992,215 (\$1,985,369 being the settlement amount, plus closing costs and title expenses not to exceed \$6,846) - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This item authorizes settlement for the acquisition of approximately 26 acres of land for right-of-way and approximately 75,722 square feet of land in easement located in Dallas County, Texas for the Southwest 120/96-inch Water Transmission Pipeline Project. This settlement will allow acquisition of the property without further condemnation proceedings.

City Council authorized the purchase and/or condemnation in the amount of \$683,955.00, based on an independent appraisal and inclusive of title and closing costs by Resolution Nos. 11-0174 and 13-0521. The Owner rejected the official offer and the City Attorney filed the condemnation proceeding for the acquisition of the property for the project.

BACKGROUND (continued)

The Special Commissioners' awarded \$904,259.00 on May 25, 2016. The City filed a Judgment in the Absence of Objections on January 13, 2017.

On May 25, 2016, City Council authorized the Special Commissioners' award amount of \$904,259.00, by Resolution No. 16-0816. The Special Commissioners' award was deposited with the County Clerk of Dallas County, Texas on July 15, 2016.

The City and Diann Tessman Slaton, et al., attended a court ordered mediation on August 17, 2017. The parties reached an amount to settle the lawsuit.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On January 12, 2011 and March 27, 2013, City Council authorized acquisition including the exercise of the right of eminent domain, if such becomes necessary, by Resolution No. 11-0174 and Resolution No. 13-0521.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 25, 2017.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$1,081,109.90

Resolution No. 11-0174	\$ 184,002.00
Resolution No. 13-0521	\$ 689,105.00
Resolution No. 17-0816 (Commissioners' Award)	\$ 911,105.00
Additional Amount (this action)	<u>\$1,081,109.90</u>
Total Authorized Amount	\$1,992,214.90

OWNER

Diann Tessman Slaton, et al.

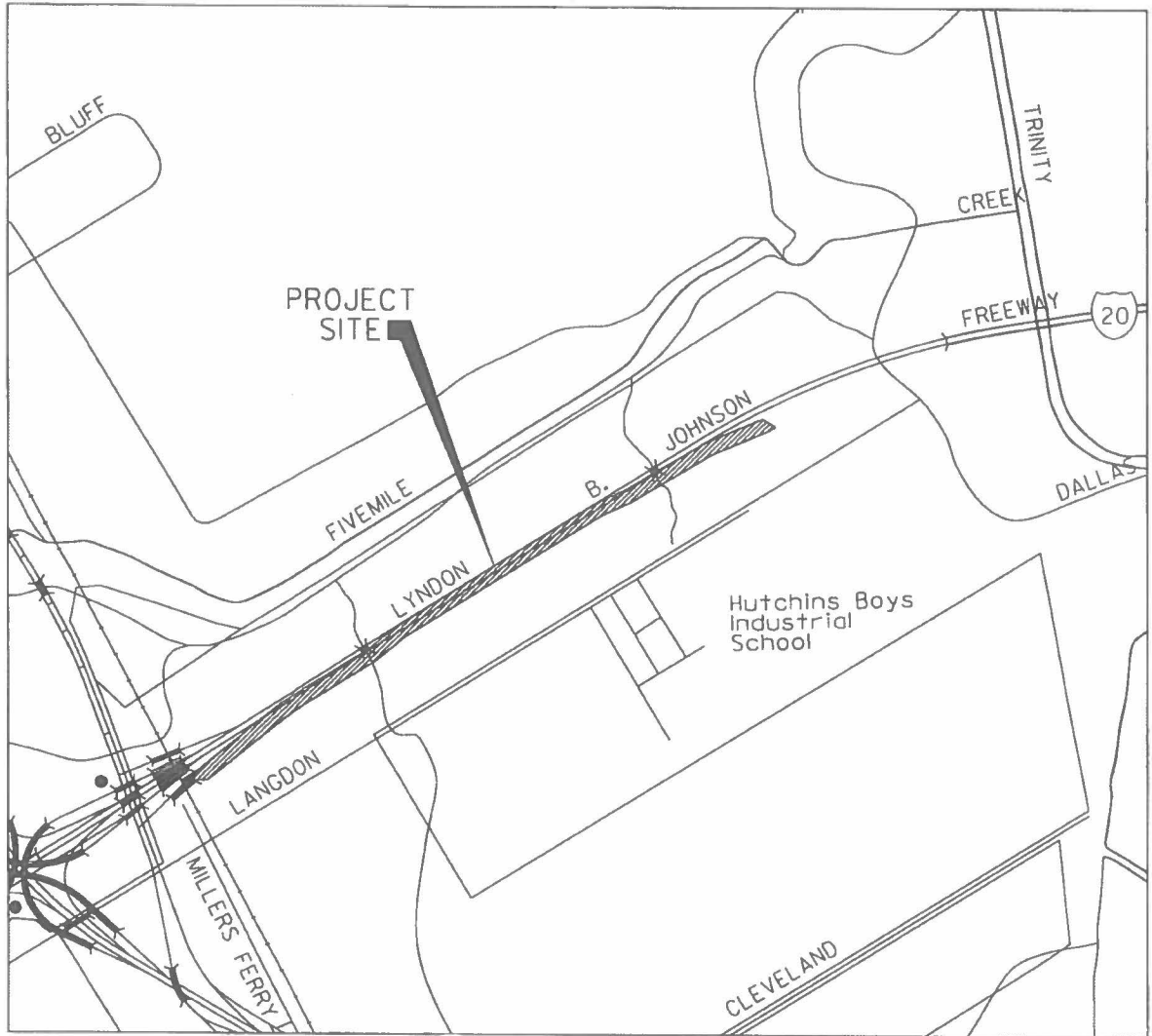
MAPS

Attached

PARCEL E-128F

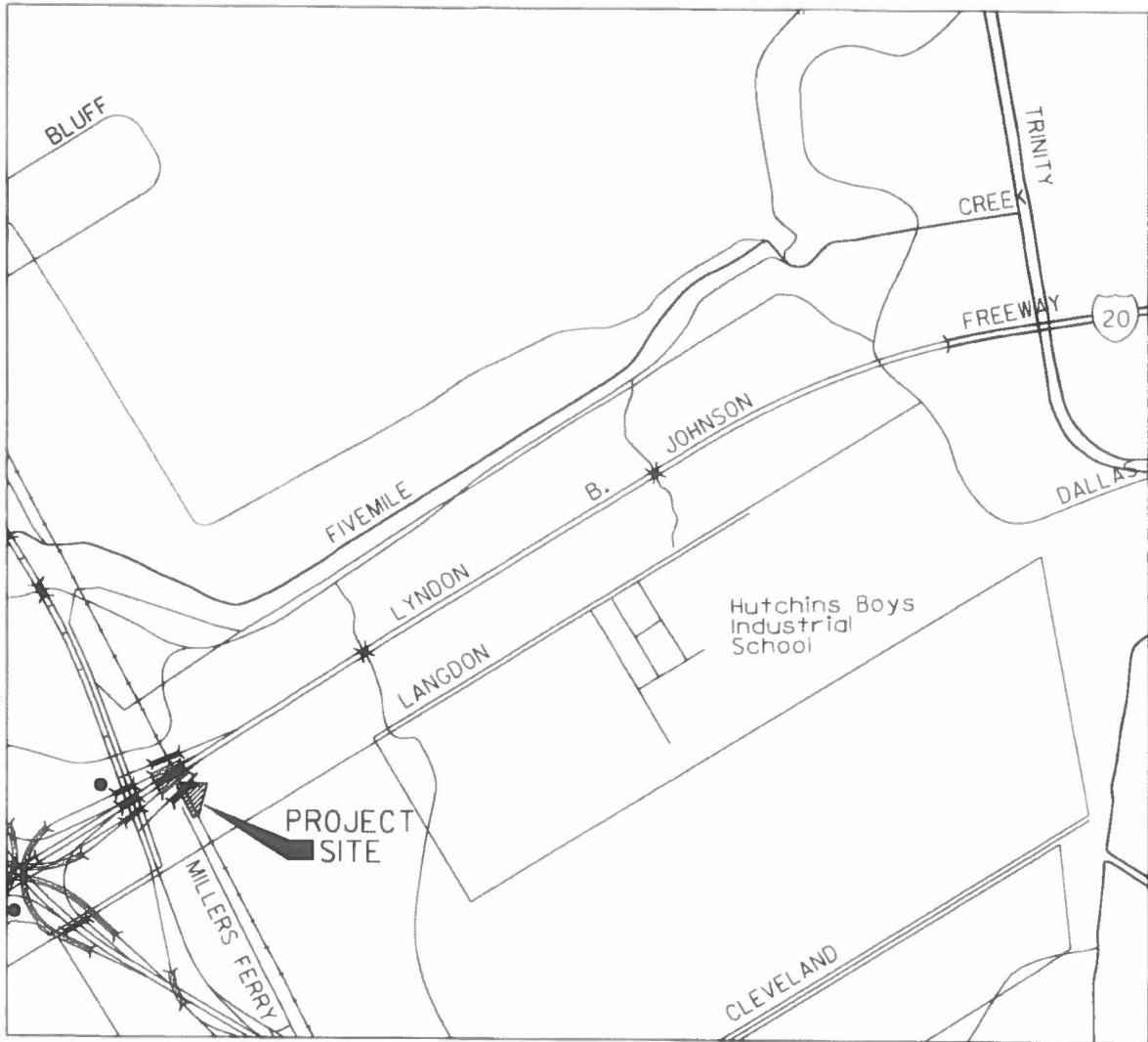
Tract One

CITY OF HUTCHINS, DALLAS COUNTY, TEXAS



PARCEL E-128E
Tract Two

CITY OF HUTCHINS, DALLAS COUNTY, TEXAS



September 27, 2017

A RESOLUTION AUTHORIZING SETTLEMENT OF A CONDEMNATION LAWSUIT.

All capitalized terms are defined in Section 1 below.

WHEREAS, the Dallas City Council by the FIRST RESOLUTION found that the USE of the PROPERTY INTEREST in and to the PROPERTY for the PROJECT is a public use; and

WHEREAS, the Dallas City Council by the FIRST RESOLUTION found that a public necessity requires that CITY acquire the PROPERTY INTEREST in and to the PROPERTY from OWNER for the PROJECT; and

WHEREAS, the Dallas City Council by the FIRST RESOLUTION authorized acquisition, by purchase, of the PROPERTY INTEREST in and to the PROPERTY held by OWNER for the PROJECT; and

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

WHEREAS, the Dallas City Council by the SECOND RESOLUTION authorized and directed the City Attorney to file the necessary proceeding and to take the necessary action for the acquisition of the PROPERTY INTEREST in and to the PROPERTY by condemnation, or in any other manner provided by law; and

WHEREAS, the City Attorney, pursuant to the SECOND RESOLUTION, filed a CONDEMNATION PROCEEDING for the acquisition of the PROPERTY INTEREST in and to the PROPERTY for the PROJECT; and

WHEREAS, the Dallas City Council by the THIRD RESOLUTION authorized the City Attorney to deposit the SPECIAL COMMISSIONERS' AWARD AMOUNT rendered by the Special Commissioners appointed by the Court in the CONDEMNATION PROCEEDING; and

WHEREAS, objections to the SPECIAL COMMISSIONERS' AWARD AMOUNT were filed, turning the CONDEMNATION PROCEEDING into a CONDEMNATION LAWSUIT; and

WHEREAS, OWNERS have agreed to settle the CONDEMNATION LAWSUIT for the SETTLEMENT AMOUNT; and

September 27, 2017

WHEREAS, the Dallas City Council desires to authorize the City Attorney and the City Manager to settle the CONDEMNATION LAWSUIT for the SETTLEMENT AMOUNT.

Now, Therefore,

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

SECTION 1. For the purposes of this resolution, the following definitions shall apply:

“CITY”: The City of Dallas

“FIRST RESOLUTION”: Resolution No. 11-0174 approved by the Dallas City Council on January 12, 2011, authorizing negotiations, which is incorporated herein by reference.

“SECOND RESOLUTION”: Resolution No. 13-0521 approved by the Dallas City Council on March 27, 2017, authorizing filing of a condemnation proceeding, which is incorporated herein by reference.

“CONDEMNATION PROCEEDING/LAWSUIT”: Cause No. CC-14-01509-B, in Dallas County Court at Law No. 2, and styled City of Dallas v. Diann Tessman Slaton, et al., filed pursuant to the SECOND RESOLUTION.

“THIRD RESOLUTION”: Resolution No. 16-0816 approved by the Dallas City Council on May 25, 2017, authorizing deposit of the SPECIAL COMMISSIONERS’ AWARD AMOUNT, which is incorporated herein by reference.

“PROPERTY”: Approximately 26 acres of land in fee and 75,722 square feet of land in easement Dallas County, Texas, as described in the CONDEMNATION PROCEEDING.

“PROPERTY INTEREST”: Fee and Easement

“PROJECT”: Southwest 120/96-inch Water Transmission 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, together with such appurtenant facilities as may be necessary, however, to the extent fee title to the PROPERTY is acquired through instrument, such title in and to the PROPERTY shall not be limited to, or otherwise deemed restricted to, the USE herein provided.

September 27, 2017

SECTION 1. (continued)

“OFFICIAL OFFER AMOUNT”: \$683,955.00, as approved in the FIRST RESOLUTION.

“SPECIAL COMMISSIONERS’ AWARD AMOUNT”: \$904,259.00, the same having been previously deposited pursuant to the THIRD RESOLUTION.

“SETTLEMENT AMOUNT”: \$1,985,368.90, which includes the SPECIAL COMMISSIONERS’ AWARD AMOUNT.

“ADDITIONAL AMOUNT”: \$1,081,109.90, the difference between the SETTLEMENT AMOUNT and the SPECIAL COMMISSIONERS’ AWARD AMOUNT.

“CLOSING COSTS AND TITLE EXPENSES”: Not to exceed \$6,846.00

“AUTHORIZED AMOUNT”: Not to exceed \$1,992,214.90

“DESIGNATED FUNDS”:

\$184,002.00 from Water Utilities Capital Improvement Funds, Fund 3115, Department DWU, Unit PW40, Activity MPSA, Program 706623, Object 4210, Encumbrance CT DWU706623CPAM

\$505,103.00 from Water Utilities Capital Improvement Funds, Fund 2115, Department DWU, Unit PW40, Activity MPSA, Program 706623, Object 4210, Encumbrance CT DWU706623CPAMA

\$222,000.00 from Water Utilities Capital Improvement Funds, Fund 3115, Department DWU, Unit PW40, Activity MPSA, Program 706623, Object 4210, Encumbrance CT DWU706623CPAMA

\$1,081,109.90 from Water Utilities Capital Construction Funds, Fund 0102, Department DWU, Unit CW40, Activity MPSA, Program 706623, Object 4210, Encumbrance/Contract No. CT DWU-2017-00003568.

SECTION 2. That the City Attorney and the City Manager are hereby authorized to settle the CONDEMNATION LAWSUIT for the SETTLEMENT AMOUNT.

SECTION 3. That the City Attorney and the City Manager are hereby authorized to prepare and execute such documents as may be necessary to effect the settlement described herein.

September 27, 2017

SECTION 4. That if the PROPERTY INTEREST in and to the PROPERTY is being acquired by instrument, the Chief Financial Officer is hereby authorized and directed to issue a check, paid out of and charged to the DESIGNATED FUNDS, in the amount of the ADDITIONAL AMOUNT, made payable to OWNER, or the then current owner(s) of record, or to the title company insuring the transaction described herein. If the PROPERTY INTEREST in and to the PROPERTY is not being acquired through instrument, the Chief Financial Officer is hereby authorized and directed to issue a check, paid out of and charged to the DESIGNATED FUNDS, in an amount not to exceed the ADDITIONAL AMOUNT, made payable to the County Clerk of Dallas County, Texas, which is to be deposited into the registry of the Court. The Chief Financial Officer is further authorized and directed to issue another check, to be paid out of and charged to the DESIGNATED FUNDS, in the amount of the CLOSING COSTS AND TITLE EXPENSES, made payable to the title company insuring the transaction described herein. The ADDITIONAL AMOUNT and the CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: September 27, 2017

COUNCIL DISTRICT(S): Outside City Limits

DEPARTMENT: Sustainable Development and Construction
Water Utilities

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: N/A

SUBJECT

Authorize acquisition from Harold J. Baber, of approximately 5,379 square feet of land located in Van Zandt County for the Lake Tawakoni 144-inch Transmission Pipeline Project - Not to exceed \$29,700 (\$27,750, plus closing costs and title expenses not to exceed \$1,950) - Financing: Water Utilities Capital Construction Funds

BACKGROUND

This item authorizes the acquisition from Harold J. Baber, of approximately 5,379 square feet of land with a vacant manufactured home located in Van Zandt County. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni 144-inch Transmission Pipeline Project. The consideration is based on an independent appraisal. No relocation benefits are required.

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, TX and then to the Eastside Water Treatment Plant located in Sunnyvale, TX. 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.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 25, 2017.

FISCAL INFORMATION

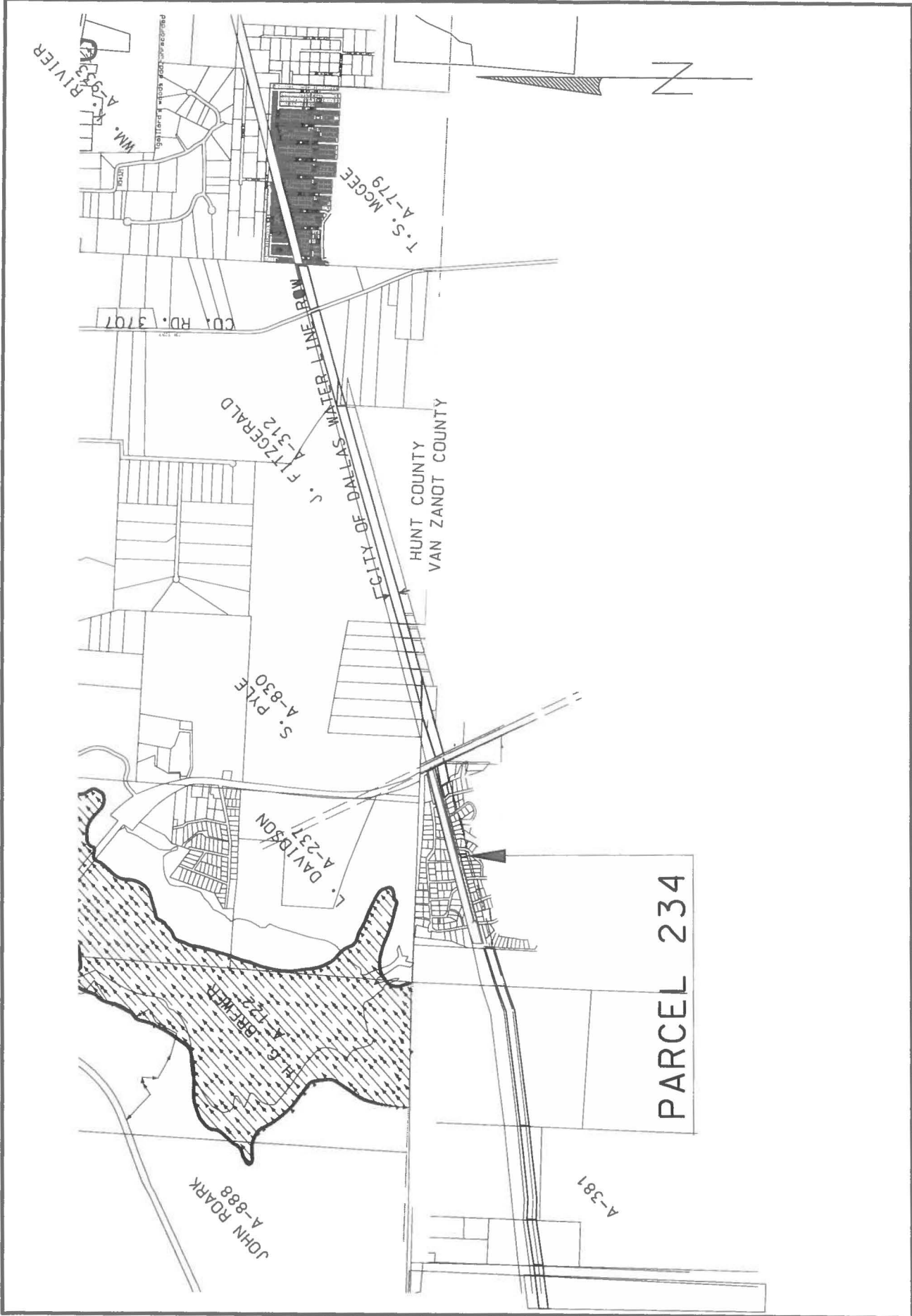
Water Utilities Capital Construction Funds - \$29,700 (\$27,750, plus closing costs and title expenses not to exceed \$1,950)

OWNER

Harold J. Baber

MAP

Attached



VICINITY MAP
APPROXIMATE SCALE 1" = 2000'

September 27, 2017

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 5,379 square feet of land located in Van Zandt County, Texas, and being the same property more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Lake Tawakoni 144-inch Transmission Pipeline

"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.

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

"OWNER": Harold J. Baber, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": \$27,750

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$1,950

"AUTHORIZED AMOUNT": Not to exceed \$29,700

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

SECTION 1. That the USE of the PROPERTY for the PROJECT is a public use.

SECTION 2. That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

September 27, 2017

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyancing instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

SECTION 4. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is 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 PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Water Utilities Capital Construction Funds, Fund 0102, Department DWU, Unit CW20, Activity RWPT, Program 704041, Object 4210, Encumbrance/Contract No. CX-DWU-2017-00002861. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 7. That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

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

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

BY: 
Assistant City Attorney

Exhibit A

**FIELD NOTES
DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION
OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER
TRANSMISSION MAIN
VAN ZANDT COUNTY, TEXAS
Parcel: 234**

BEING a 5,379 square foot (0.1235 acre) tract of land in the J. McCown Survey, Abstract No. 527, being all of Lot 198 of the Retirement Village Revision No. II, an Addition to Rolling Oaks Subdivision, as recorded in Slide 34-A of the Plat Records of Van Zandt County, Texas, said Lot 198 being described in Warranty Deed to Harold J. Baber, as recorded in Volume 927, Page 943, of the Real Records of Van Zandt County, Texas;

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:  Date: 4.20.15

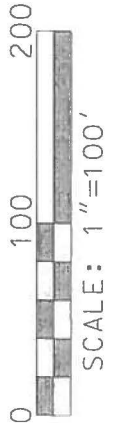
Surveyor's Name: Patrick J. Baldasaro
Registered Professional Land Surveyor
Texas No. 5504



FIELD NOTES APPROVED:

2015 5/4/15



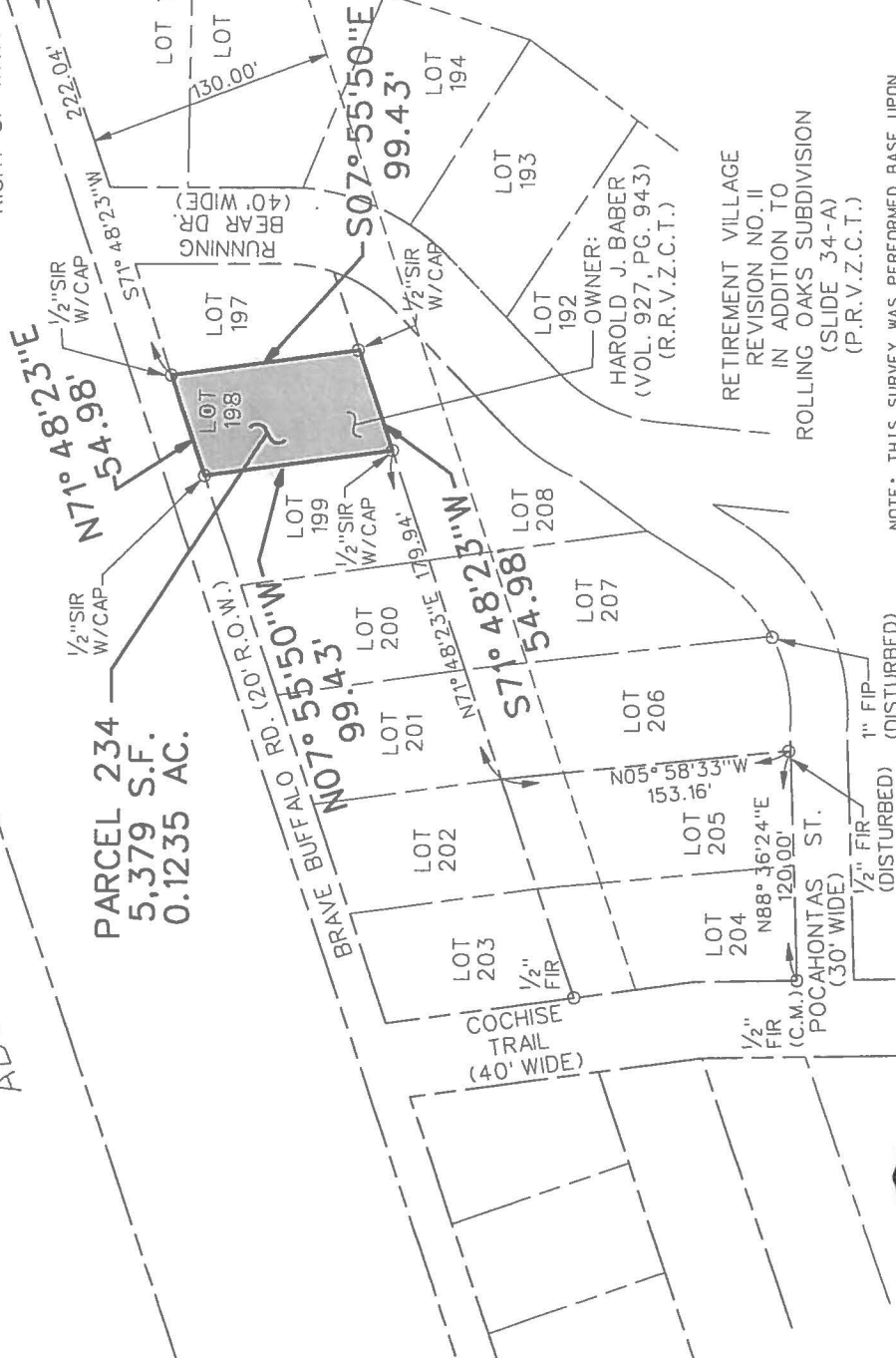


J. MCCOWN SURVEY
ABSTRACT NO. 527

PARCEL 234
5,379 S.F.
0.1235 AC.

CITY OF DALLAS
WATER LINE
RIGHT-OF-WAY
TRACT 1
(VOL. 1, PG. 49)
D.R.V.Z.C.T.
(VARIABLE WIDTH
RIGHT-OF-WAY)

(VAN ZANDT
ROAD 38.36)



NOTE: THIS SURVEY WAS PERFORMED BASE UPON RECORD DATA PROVIDED UNDER ALLIANT NATIONAL TITLE INSURANCE COMPANY COMMITMENT G.F. NUMBER 30839-CB11, WITH AN EFFECTIVE DATE OF FEBRUARY 24, 2011

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.

LEGEND:

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

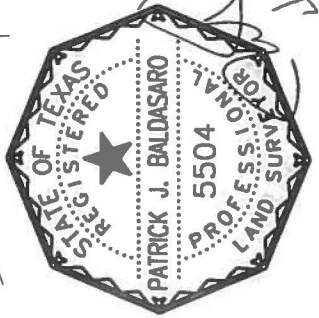


EXHIBIT
OF A
RIGHT-OF-WAY ACQUISITION
SITUATED IN THE
J. MCCOWN SURVEY, ABSTRACT NO. 527
VAN ZANDT COUNTY, TEXAS
FOR THE
CITY OF DALLAS
BY
DAL-TECH ENGINEERING, INC., 17400 DALLAS PKWY, SUITE 110
DALLAS, TEXAS 75287, TEL. (972)250-2727, FAX (972)250-1774
TBPLS. FIRM. NO. 10123500
DATE: APR. 2005 REVISED .
SCALE: 1" = 100'
SHEET 2 OF 2

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 VAN ZANDT §

That Harold J. Baber, a single man (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Van Zandt, State of Texas, for and in consideration of the sum of TWENTY SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$27,750.00) 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: NONE

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 _____, _____.

Harold J. Baber

* * * * *

STATE OF TEXAS '
COUNTY OF VAN ZANDT '

This instrument was acknowledged before me on _____
by Harold J. Baber.

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. 43240

FIELD NOTES
DESCRIBING A TRACT OF LAND FOR FEE SIMPLE ACQUISITION
OF RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER
TRANSMISSION MAIN
VAN ZANDT COUNTY, TEXAS
Parcel: 234

BEING a 5,379 square foot (0.1235 acre) tract of land in the J. McCown Survey, Abstract No. 527, being all of Lot 198 of the Retirement Village Revision No. II, an Addition to Rolling Oaks Subdivision, as recorded in Slide 34-A of the Plat Records of Van Zandt County, Texas, said Lot 198 being described in Warranty Deed to Harold J. Baber, as recorded in Volume 927, Page 943, of the Real Records of Van Zandt County, Texas;

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:  Date: 4.20.15
Surveyor's Name: Patrick J. Baldasaro
Registered Professional Land Surveyor
Texas No. 5504



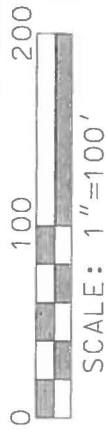
FIELD NOTES APPROVED:



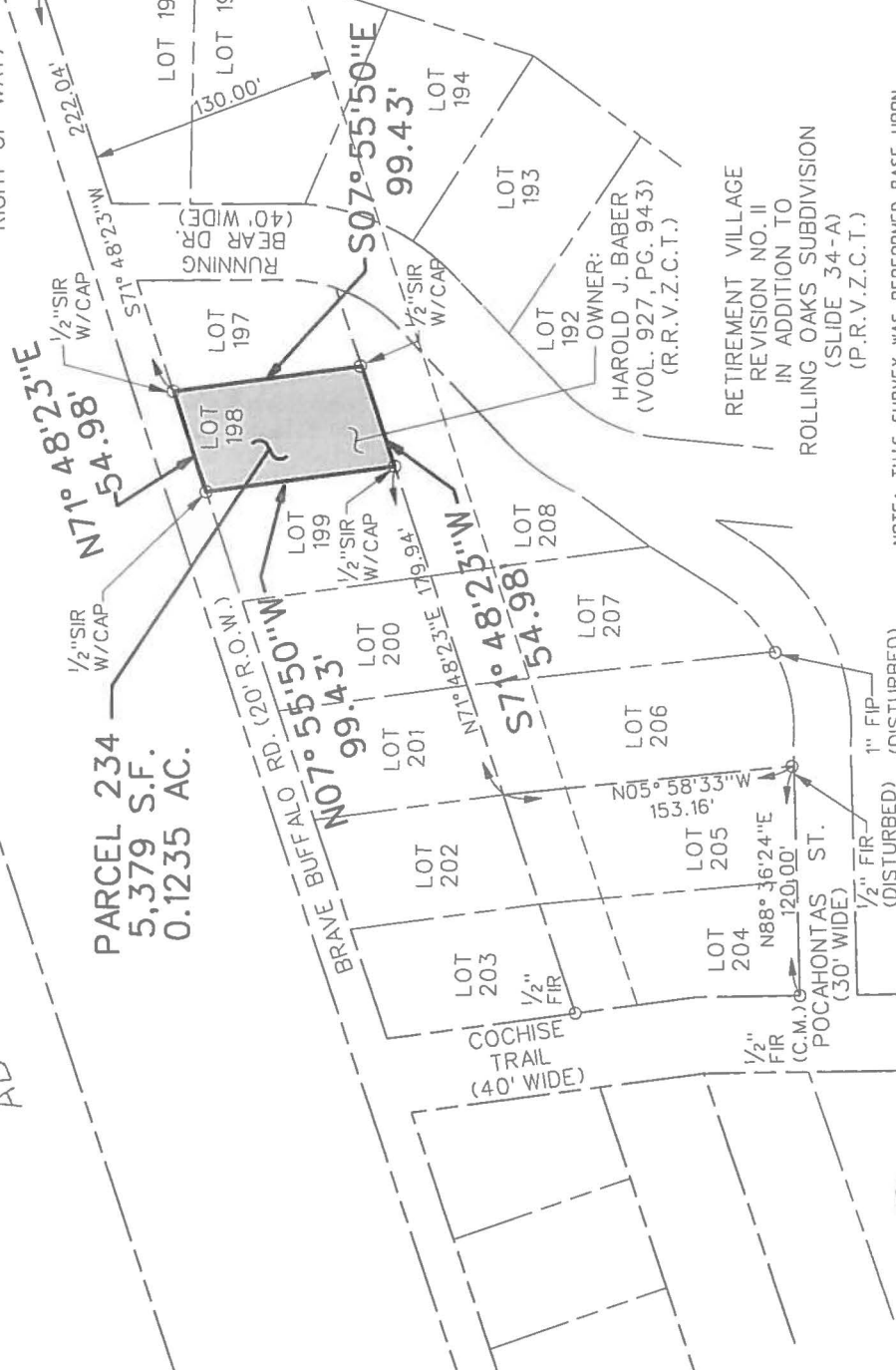
**J. MCCOWN SURVEY
ABSTRACT NO. 527**

**PARCEL 234
5,379 S.F.
0.1235 AC.**

CITY OF DALLAS
WATER LINE
RIGHT-OF-WAY
TRACT 1
(VOL. 1, PG. 49)
D.R.V.Z.C.T.
(VARIABLE WIDTH
RIGHT-OF-WAY)

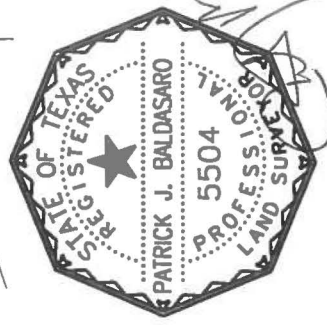


BRAVE BUFFALO RD. (20' R.O.W.)
N07°55'50"W
99.43'



NOTE: THIS SURVEY WAS PERFORMED BASE UPON RECORD DATA PROVIDED UNDER ALLIANT NATIONAL TITLE INSURANCE COMPANY COMMITMENT G.F. NUMBER 30839-CB11, WITH AN EFFECTIVE DATE OF FEBRUARY 24, 2011

- 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 "DTE"
 - O W/CAP SET "X" CUT IN CONCRETE
 - O SX FOUND PK. NAIL
 - O FPK SET PK. NAIL
 - O SPK SET PK. NAIL



**EXHIBIT
OF A
RIGHT-OF-WAY ACQUISITION
SITUATED IN THE
J MCCOWN SURVEY, ABSTRACT NO. 527
VAN ZANDT COUNTY, TEXAS
FOR THE
CITY OF DALLAS**

BY
DAL-TECH ENGINEERING, INC. 17-00 DALLAS PKWY., SUITE 110
DALLAS, TEXAS 75287, TEL. (972)250-2727, FAX (972)250-4774
TBL'S FIRM NO. 10123500
SCALE - 1" = 400'

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

September 27, 2017

COUNCIL DISTRICT(S):

4

DEPARTMENT:

Sustainable Development and Construction
Equipment & Building Services

CMO:

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

MAPSCO:

55H

SUBJECT

Authorize acquisition from Maria Gloria DeLeon, of approximately 5,772 square feet of land improved with a single family dwelling located near the intersection of McGowan and Childers Streets for the Cadillac Heights Phase II Project - Not to exceed \$43,700 (\$42,000, plus closing costs and title expenses not to exceed \$1,700) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes the acquisition from Maria Gloria DeLeon, of approximately 5,772 square feet of land improved with a single family dwelling located near the intersection of McGowan and Childers Streets for the Cadillac Heights Phase II Project. This property will be used for future location of City service and maintenance facilities. The consideration is based on an independent appraisal. The relocation benefits are estimated to be \$59,900.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 25, 2017.

FISCAL INFORMATION

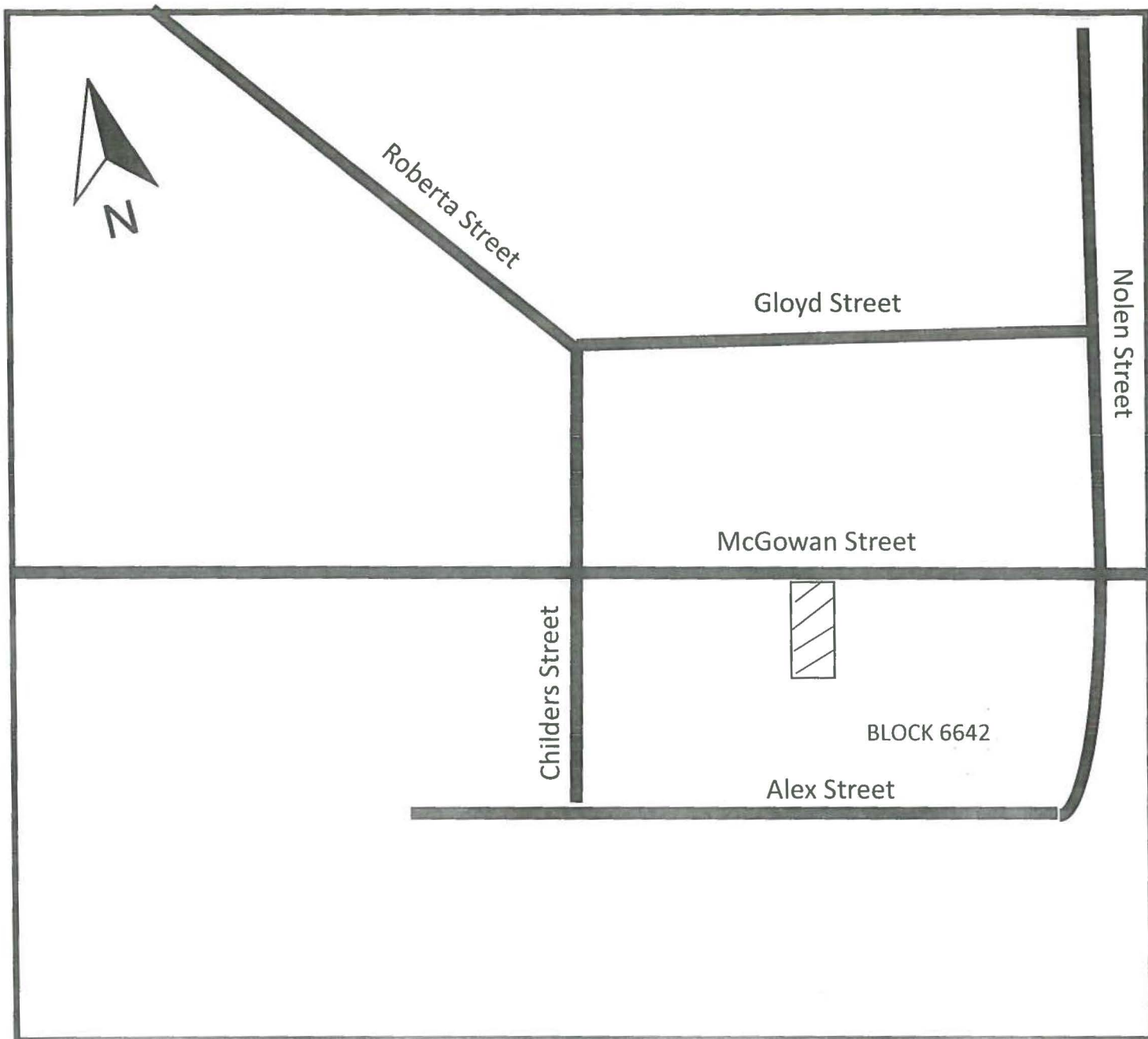
2006 Bond Funds - \$43,700 (\$42,000, plus closing costs and title expenses not to exceed \$1,700)

OWNER

Maria Gloria DeLeon

MAP

Attached



SUBJECT: 

September 27, 2017

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 5,772 square feet of land located in Dallas County, Texas, and being the same property more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Cadillac Heights Phase II

"USE": City service and maintenance facilities provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE here provided.

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

"OWNER": Maria Gloria DeLeon provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": \$42,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$1,700

"AUTHORIZED AMOUNT": Not to exceed \$43,700

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

SECTION 1. That the USE of the PROPERTY for the PROJECT is a public use.

SECTION 2. That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

September 27, 2017

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyancing instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

SECTION 4. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is 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 PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Land Acquisition in Cadillac Heights Funds, Fund BT11, Department EBS , Unit T825, Activity LAAQ, Program PB06T825, Object 4210, Encumbrance/Contract No. CX EBS-2017-00003247. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 7. That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

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

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

BY: 
Assistant City Attorney

EXHIBIT A

Being Lot 56, in Dallas City Block 6642 of MEADOW GARDENS, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 7, page 465, of the Map Records of Dallas County, Texas.

NOTICE OF CONFIDENTIALITY OF 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.

EXHIBIT B

GENERAL WARRANTY DEED

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

That Maria Gloria DeLeon, a widow (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00) 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, the following (all said property and interests being collectively referred to herein as the "Property"):

(a) that certain tract or parcel of land (the "Land") in Dallas County, Texas, described more fully on Exhibit "A", attached hereto and incorporated herein for all purposes;

(b) all right, title and interest of Grantor, as owner of the Land, in (i) strips or gores, if any, between the Land and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land;

(c) all improvements, buildings, structures, fixtures, and open parking areas which may be located on the Land (the "Improvements"), including, without limitation, all mechanical, electrical, heating, ventilation, air conditioning and plumbing fixtures, systems and equipment as well as compressors, engines, elevators and escalators, if any;

(d) all right, title and interest of Grantor, as owner of the Land, in and to any easements, rights-of-way, rights of ingress and egress or other interests in, on, or to any land, highway, street, road or avenue, opened or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land; and

(e) all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property.

TO HAVE AND TO HOLD the Property, 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 _____, 2017.

Maria Gloria DeLeon

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____
by Maria Gloria DeLeon.

Notary Public, State of TEXAS

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

Warranty Deed Log No. 39982 / Block 6642

EXHIBIT A

Being Lot 56, in Dallas City Block 6642 of MEADOW GARDENS, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 7, page 465, of the Map Records of Dallas County, Texas.

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: September 27, 2017

COUNCIL DISTRICT(S): 1

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 54B

SUBJECT

A resolution declaring approximately 4,497 square feet of undevelopable City-owned land unwanted and unneeded, located near the intersection of Polk Street and Turner Avenue, and authorizing its sale to Jose Guadalupe Yanez, the abutting owner – Revenue: \$20,000

BACKGROUND

This item will declare approximately 4,497 square feet of undevelopable City-owned land unwanted and unneeded, located near the intersection of Polk Street and Turner Avenue, and authorizing its sale to Jose Guadalupe Yanez, the abutting owner. The area will be included with the property of the abutting owner to extend his property and construct a fence. The land cannot be used independently under the current zoning or under applicable subdivision or other development control ordinances, and should be sold only to the abutting owner.

This property will be conveyed with a restriction prohibiting the placement of industrialized housing and a reservation of all oil, gas and other minerals in and under the property.

The purchase price is based on Dallas Central Appraisal District value. This property will return to the tax rolls upon conveyance.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 25, 2017.

FISCAL INFORMATION

Revenue - \$20,000

OWNER

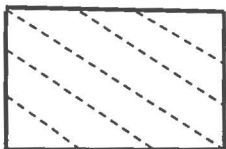
Jose Guadalupe Yanez

MAP

Attached



SURPLUS PROPERTY: 626 TURNER AVE



September 27, 2017

WHEREAS, the City of Dallas is the owner of a tract of land containing approximately 4,497 square feet of land, Block 3477, Dallas County, Texas, (the "Property"); and being more fully described in Exhibit "A" attached hereto and made a part of hereof for all purposes, which is no longer needed for municipal use; and

WHEREAS, the tract is a narrow strip of land, that because of its shape, street frontage on three sides, and frontage set back requirements, the area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances, and may be sold without public bid to the abutting owner; and

WHEREAS, Jose Guadalupe Yanez, the abutting property owner, proposes to purchase said property at fair market value.

Now, Therefore,

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

SECTION 1. That upon receipt of **TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS** from Jose Guadalupe Yanez, the City Manager or designee is hereby authorized to execute a Deed Without Warranty, to be attested by the City Secretary upon approval as to form by the City Attorney for approximately 4,497 square feet of land, Block 3477, Dallas County, Texas and located near the intersection of Polk Street and Turner Avenue. The Deed Without Warranty is subject to the conditions contained in Section 2.

SECTION 2. That the Deed Without Warranty shall provide that the conveyance to Jose Guadalupe Yanez ("**GRANTEE**") is subject to the following:

- (a) a restriction prohibiting the placement of industrialized housing on the property; and
- (b) reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals; and
- (c) any visible and apparent easements and any encroachments whether of record or not; and
- (d) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases or other instruments of record and applicable to the property or any part thereof; and

September 27, 2017

SECTION 2. (continued)

- (e) to the maximum extent allowed by law, (i) **GRANTEE** is taking the Property "AS IS, WHERE IS, WITH ALL FAULTS"; (ii) **GRANTOR** disclaims responsibility as to the accuracy or completeness of any information relating to the Property; (iii) **GRANTEE** assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders; and (iv) **GRANTOR** expressly disclaims and **GRANTEE** expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property; and
- (f) **GRANTOR** makes no representations of any nature regarding the Property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Property, including without limitation, the water, soil and geology, and the suitability thereof and the Property for any and all activities and uses which **GRANTEE** may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose or purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq.,

September 27, 2017

SECTION 2. (continued)

as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations; and

(j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder; and

- (g) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

SECTION 3. That the sale proceeds shall be deposited into 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 legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in the General Fund, Fund 0001, Department DEV, Unit 1183, Object Code 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8118.

SECTION 4. That if a title policy is desired by **GRANTEE**, same shall be at the expense of said **GRANTEE**.

SECTION 5. That the sale shall be subject to standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by grantee.

SECTION 6. That the procedures required by Section 2-24 of the Dallas City Code that are not required by state law concerning the sale of unneeded real property are waived with respect to this tract of land.

SECTION 7. That this contract is designated as Contract No. DEV-2017-00003013.

September 27, 2017

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

APPROVED AS TO FORM:

LARRY E. CASTO, CITY ATTORNEY

BY: _____
Assistant City Attorney

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'L. E. Casto'. The line is positioned above the text 'Assistant City Attorney'.

Exhibit A

FIELD NOTES DESCRIBING A 4,497 SQUARE FOOT (0.103 ACRE) TRACT OF SURPLUS LAND TO BE CONVEYED IN BLOCK 3477

BEING a 4,497 square foot (0.103 acres) tract of land situated in the Aaron Overton Survey, Abstract No. 1101, and being a portion of Lot 10, Block 3477, official City of Dallas numbers, of the Second Installment of Sunrise Slope Addition, an addition to the City of Dallas, Dallas County, Texas as described in a Warranty Deed dated February 17, 1966 and recorded in Volume 760, Page 1744, Deed Records, Dallas County, Texas (DRDCT) and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with red plastic cap stamped "CITY OF DALLAS" (hereinafter referred to as "with cap") set at the intersection of the common line of lots 9 and 10 of said block with the east line of said Turner Ave. (50' width) from which a 1/2" iron pipe found at the intersection of the common line of Lots 7 and 8 of said Block with the east line of said Turner Ave. bears North 0°38'40" West, a distance of 110.00 feet, said set iron rod also being the northwest corner of the herein described tract and the southwest corner of Lot 9 as described in a Warranty Deed to Jose Guadalupe Yanez dated August 29, 2001 and recorded in Volume 2001170, Page 2266, DRDCT:

THENCE North 89°13'20" East, along the common line of Lots 9 and 10 of said Block, a distance of 102.68 feet to a 5/8" iron rod with cap set in the northwest line of Polk St. (60' width), said iron rod also being at the northeast corner of the herein described tract:

THENCE South 36°34'20" West, departing the common line of Lots 9 and 10 of said Block and along the northwest line of said Polk St., a distance of 69.19 feet to a 5/8" iron rod with cap set at the intersection of the said northwest line of Polk St. with the common line of Lots 10 and 11 of said Block, said iron rod also being at the southeast corner of the herein described tract:

THENCE South 89°13'20" West, departing the said northwest line of Polk St. and along the common line of Lots 10 and 11 of said Block, a distance of 60.75 feet to a 5/8" iron rod with cap set at the intersection of said common line of Lots 10 and 11 with the east line of said Turner Ave. from which a cross cut in concrete sidewalk on the southward prolongation of the centerline of said Turner Ave. as shown on City of Dallas survey drawing 041R-80 on file in the City of Dallas Survey Records Vault bears South 6°17'34" West, a distance of 207.34 feet:

THENCE North 0°38'40" West, departing the northwest line of said Polk St. and along the east line of said Turner Ave., a distance of 55.00 feet to the **POINT OF BEGINNING** and containing 4,497 square feet (0.103 acres) of land.

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



AGENDA ITEM # 37

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: September 27, 2017

COUNCIL DISTRICT(S): 7

DEPARTMENT: Sustainable Development and Construction
Water Utilities

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 48R

SUBJECT

Authorize an amendment to an existing lease agreement with Continental Electronics Corporation to extend the lease agreement for an additional three years for approximately 28,000 square feet of warehouse and office space and 127 secured parking spaces located at 8231 and 8239 Hoyle Avenue to be used as a Water Utilities Pumping Division and Wastewater Collections Division for the period October 1, 2017 through September 30, 2020 - Not to exceed \$393,156 - Financing: Water Utilities Current Funds (subject to annual appropriations)

BACKGROUND

This item authorizes an amendment to an existing lease agreement with Continental Electronics Corporation to extend the lease agreement for an additional three years for approximately 28,000 square feet of warehouse and office space and 127 secured parking spaces located at 8231 and 8239 Hoyle Avenue. The three-year extension will provide for the continued use as a Water Utilities Pumping Division and Wastewater Collections Division. The Pumping Division is occupying 8231 Hoyle Avenue for approximately 22,022 square feet of space and the Wastewater Collections Division is occupying 8239 Hoyle Avenue for approximately 5,978 square feet of space.

The three-year extension will begin on October 1, 2017 through September 30, 2020.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 23, 1994, City Council authorized a three-year Lease Agreement by Resolution No. 94-1186.

On February 12, 1997, City Council authorized a three-year renewal to the Lease Agreement by Resolution No. 97-0430.

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

On June 13, 2001, City Council authorized a three-year renewal to the Lease Agreement by Resolution No. 01-1809.

On June 15, 2004, City Council authorized the First Amendment to the Lease Agreement for a five-year extension by Resolution No. 04-1828.

On August 12, 2009, City Council authorized a Second Amendment to the Lease Agreement for a three-year extension by Resolution No. 09-1944.

On September 26, 2012, City Council authorized a Third Amendment to the Lease Agreement for a five-year extension by Resolution No. 12-2377.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on September 25, 2017.

FISCAL INFORMATION

Water Utilities Current Funds - \$393,156 (subject to annual appropriations)

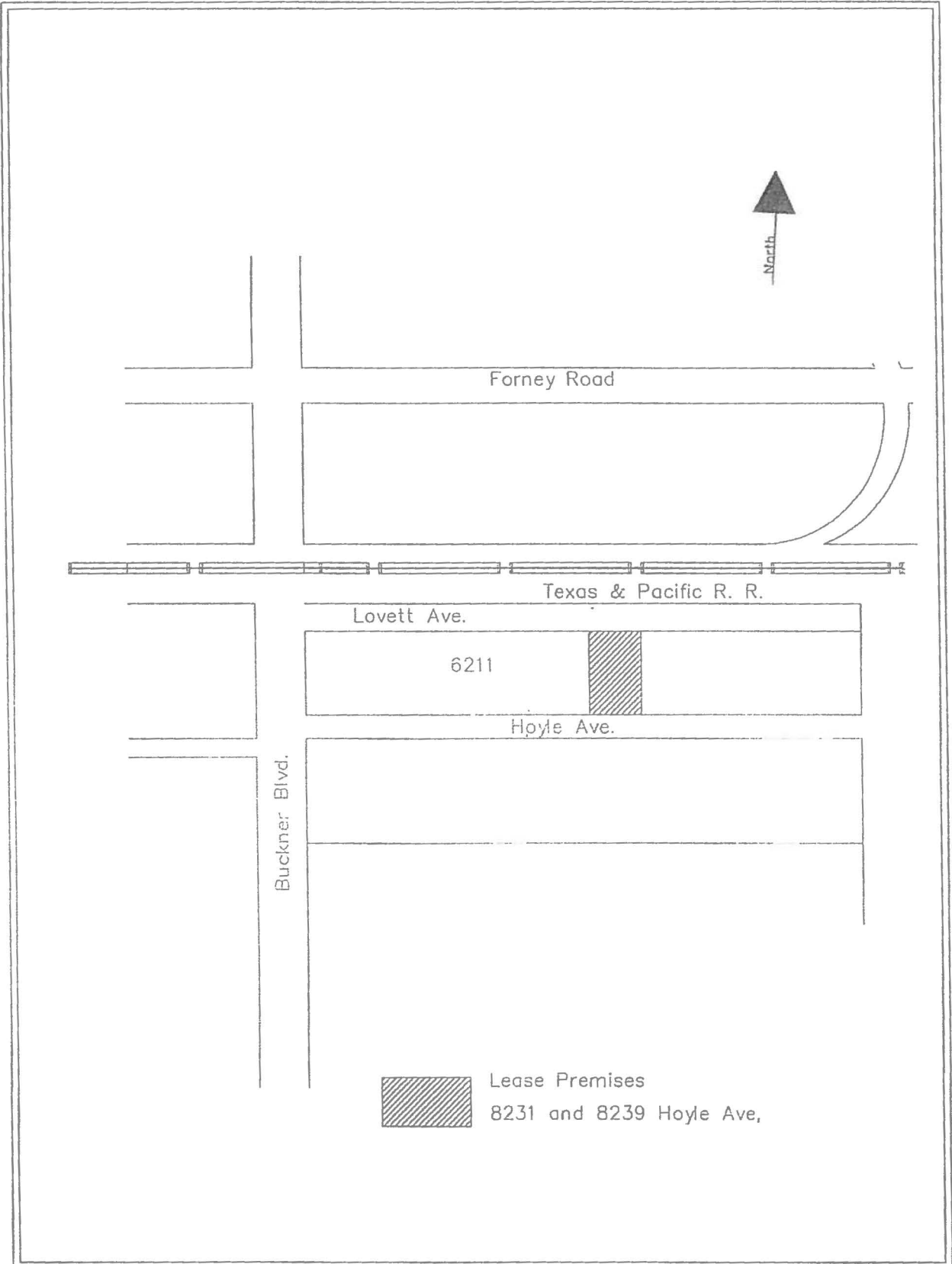
OWNER

Continental Electronics Corporation

Dan Dickey, Chief Executive Officer

MAP

Attached



September 27, 2017

WHEREAS, on March 23, 1994, City Council authorized a three-year lease agreement dated March 23, 1994, (“the Lease”) with Continental Electronics Corporation (“Landlord”), as landlord, and City of Dallas (“City”), as tenant, for approximately 28,000 square feet of warehouse and office space, and related adjacent 127 secured parking spaces, located at 8231 and 8239 Hoyle Avenue, Dallas, Dallas County, Texas (“Premises”) to be used by Water Utilities Pumping Division and Wastewater Collections Division by Resolution No. 94-1186; and

WHEREAS, on February 12, 1997, City Council authorized a Lease Agreement dated February 12, 1997, to extend the lease term for an additional three years by Resolution No. 97-0430; and

WHEREAS, on June 13, 2001, City Council authorized a Lease Agreement dated June 13, 2001, to extend the lease term for an additional three years by Resolution No. 01-1809; and

WHEREAS, Continental Electronics Corporation changed its name to DRS Broadcast Technologies, Inc., effective December 2, 2003; and

WHEREAS, on June 15, 2004, City Council authorized the First Amendment to the Lease Agreement dated June 15, 2004, to extend the lease term for an additional five years by Resolution No. 04-1828; and

WHEREAS, DRS Broadcast Technologies, Inc. changed its name to Continental Electronics Corporation, effective March 17, 2005; and

WHEREAS, on August 12, 2009, City Council authorized the Second Amendment to the Lease Agreement dated August 24, 2009, to extend the lease term for an additional three years by Resolution No. 09-1944; and

WHEREAS, on September 26, 2012, City Council authorized the Third Amendment to the Lease Agreement dated October 1, 2012, to extend the lease term for an additional five years by Resolution No. 12-2377; and

WHEREAS, the Lease, as amended, expires by its own terms on September 30, 2017; and

WHEREAS, the parties desire to renew, extend, modify and/or amend the Lease to provide for an additional three-year term.

Now, Therefore,

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

September 27, 2017

SECTION 1. That the City Manager is hereby authorized to sign the Fourth Amendment to the Lease Agreement between Continental Electronics Corporation, a Nevada corporation and the City of Dallas, approved as to form by the City Attorney.

SECTION 2. That the special terms and conditions of the Fourth Amendment to the Lease Agreement are:

- a. The term of the Lease is extended for an additional three years, effective October 1, 2017 and ending September 30, 2020, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.
- b. Monthly rental payments shall be as follows (subject to annual appropriations):

October 1, 2017 – September 30, 2018	\$10,600.00 per month
October 1, 2018 – September 30, 2019	\$10,918.00 per month
October 1, 2019 – September 30, 2020	\$11,245.00 per month
- c. All other terms of the Lease, as previously amended, not expressly amended hereby shall remain unchanged and in full force and effect.

SECTION 3. That the Chief Financial Officer is hereby authorized to draw warrants payable to Continental Electronics Corporation, or its successors and assigns on the first day of each month in advance during the lease term beginning October 1, 2017 in the amount specified below:

October 1, 2017 – September 30, 2018 (subject to annual appropriations)	\$10,600.00 per month
October 1, 2018 – September 30, 2019 (subject to annual appropriations)	\$10,918.00 per month
October 1, 2019 – September 30, 2020 (subject to annual appropriations)	\$11,245.00 per month

SECTION 4. That the payments will be charged as follows:

October 1, 2017- September 30, 2018:

Fund 0100, Department DWU, Unit 7311, Object 3330, Encumbrance/Contract No. CX DWU-2017-00003674, Commodity Code 97145, Vendor 515525, Amount \$8,335.00

September 27, 2017

SECTION 4. (continued)

Fund 0100, Department DWU, Unit 7411, Object 3330, Encumbrance/Contract No. CX DWU-2017-00003674, Commodity Code 97145, Vendor 515525, Amount \$2,265.00

October 1, 2018 - September 30, 2019:

Fund 0100, Department DWU, Unit 7311, Object 3330, Encumbrance/Contract No. CX DWU-2017-00003674 Commodity Code 97145, Vendor 515525, Amount \$8,588.00

Fund 0100, Department DWU, Unit 7411, Object 3330, Encumbrance/Contract No. CX DWU-2017-00003674, Commodity Code 97145, Vendor 515525, Amount \$2,330.00

October 1, 2019 - September 30, 2020:

Fund 0100, Department DWU, Unit 7311, Object 3330, Encumbrance/Contract No. CX DWU-2017-00003674 Commodity Code 97145, Vendor 515525, Amount \$8,845.00

Fund 0100, Department DWU, Unit 7411, Object 3330, Encumbrance/Contract No. CX DWU-2017-00003674, Commodity Code 97145, Vendor 515525, Amount \$2,400.00

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective utility, janitorial, communication and security companies upon receipt of a bill for services or other applicable charges throughout the term of the lease.

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

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: September 27, 2017

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45Q

SUBJECT

An ordinance granting a private license to FM CADIZ OWNER LP, for the use of a total of approximately 934 square feet of aerial space to install, maintain and utilize three canopies without premise sign over a portion of Harwood Street right-of-way near its intersection with Cadiz Street - Revenue: \$300 one-time fee, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a private license to FM CADIZ OWNER LP, for the use of a total of approximately 934 square feet of aerial space to install, maintain and utilize three canopies without premise sign over a portion of Harwood Street right-of-way near its intersection with Cadiz 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 September 25, 2017.

FISCAL INFORMATION

Revenue - \$300 one-time fee, plus the \$20 ordinance publication fee

OWNER

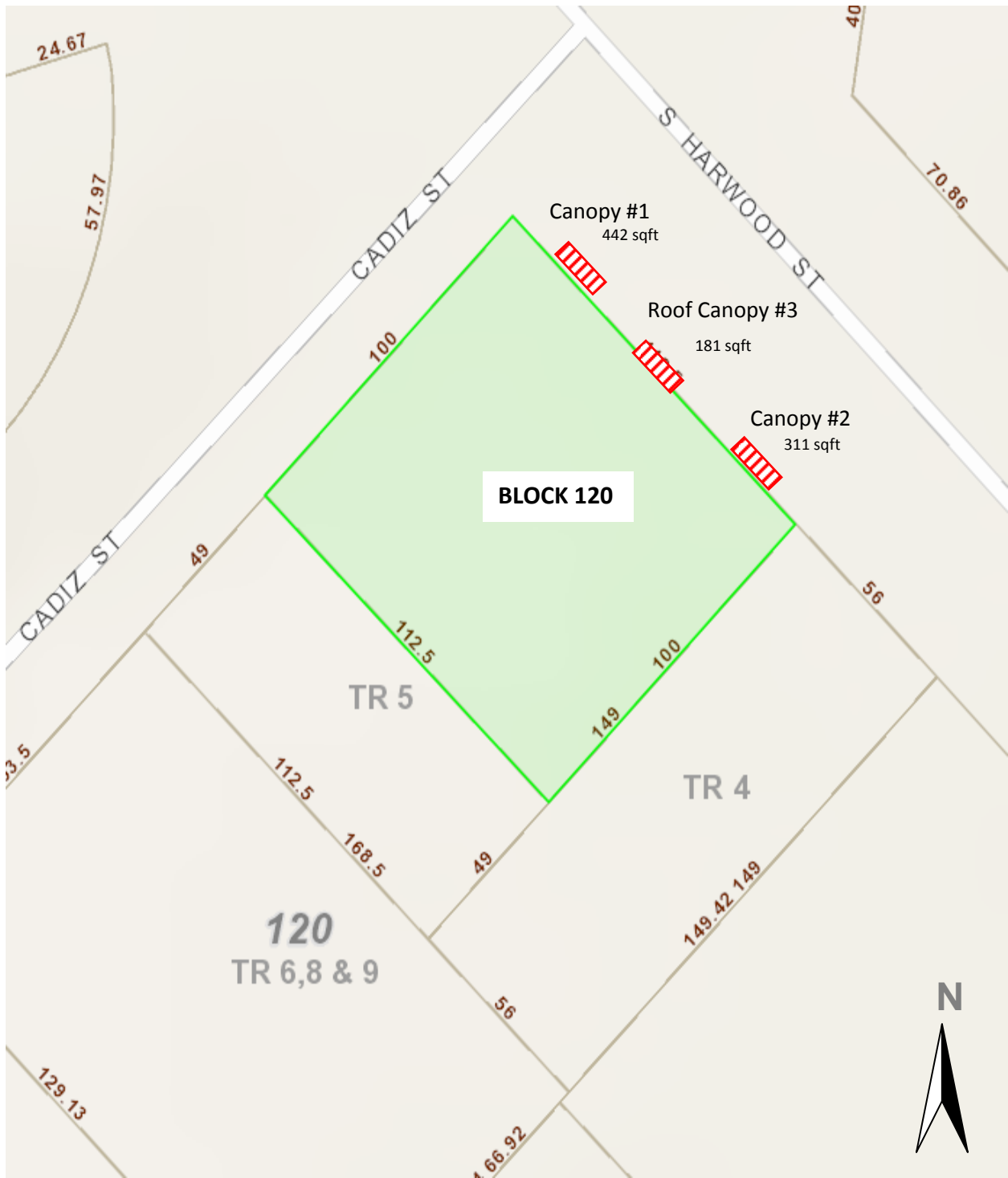
FM CADIZ OWNER LP

FM CADIZ GP LP, General Partner

LYND DEVELOPMENT, LLC, Managing Member
Daniel Zunker, Manager

MAP

Attached



 **LICENSE AREAS**

ORDINANCE NO. _____

An ordinance granting a private license to FM CADIZ OWNER LP to occupy, maintain and utilize a portion of Harwood Street right-of-way located near its intersection with Cadiz Street adjacent to City Block 120 within the limits hereinafter more fully described, for the purpose of occupying, maintaining and utilizing three canopies without premise sign; providing for the terms and conditions of this license; providing for the one-time fee compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

ooo0ooo

SECTION 1. That a private license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to FM CADIZ OWNER LP, a Delaware limited partnership its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tract of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

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

SECTION 3. That **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **THREE HUNDRED AND NO/100 (\$300.00) DOLLARS**, for the license herein granted, said sum to be paid prior to the final passage of this ordinance and shall cover the consideration for the license term, in accordance with the special fees established by Section 43-115.1 of the Dallas City Code. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in 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 three canopies without premise sign.

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

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

- a) **GRANTEE** shall ensure that there is no impediment to, or removal of on-street parking or required signage.
- b) **GRANTEE** shall have no special pavers, stone, or decorative concrete within 24 inches from the curb or edge of the loading dock unless, it can be easily adapted to support the placement of poles for government signs and/or parking meters with

SECTION 7. (continued)

1) the removal of sections of the area (to be backfilled with concrete) or 2) drilled into for placement of items or 3) portholes left in place or created for the placement of government signage and/or parking meters. Placement is subject to the approval of the Director of the Department of Transportation.

- c) **GRANTEE** shall acknowledge AT&T has aerial cable on Harwood Street that may conflict with the canopies. **GRANTEE** may need to cover cost to relocate telephone cable. Contact Dean Woodruff at 214-320-6430.

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, restriction and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area, and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fee pursuant to Section 3 of this ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable 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 contract is designated as Contract No. DEV-2017-00003680.

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

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

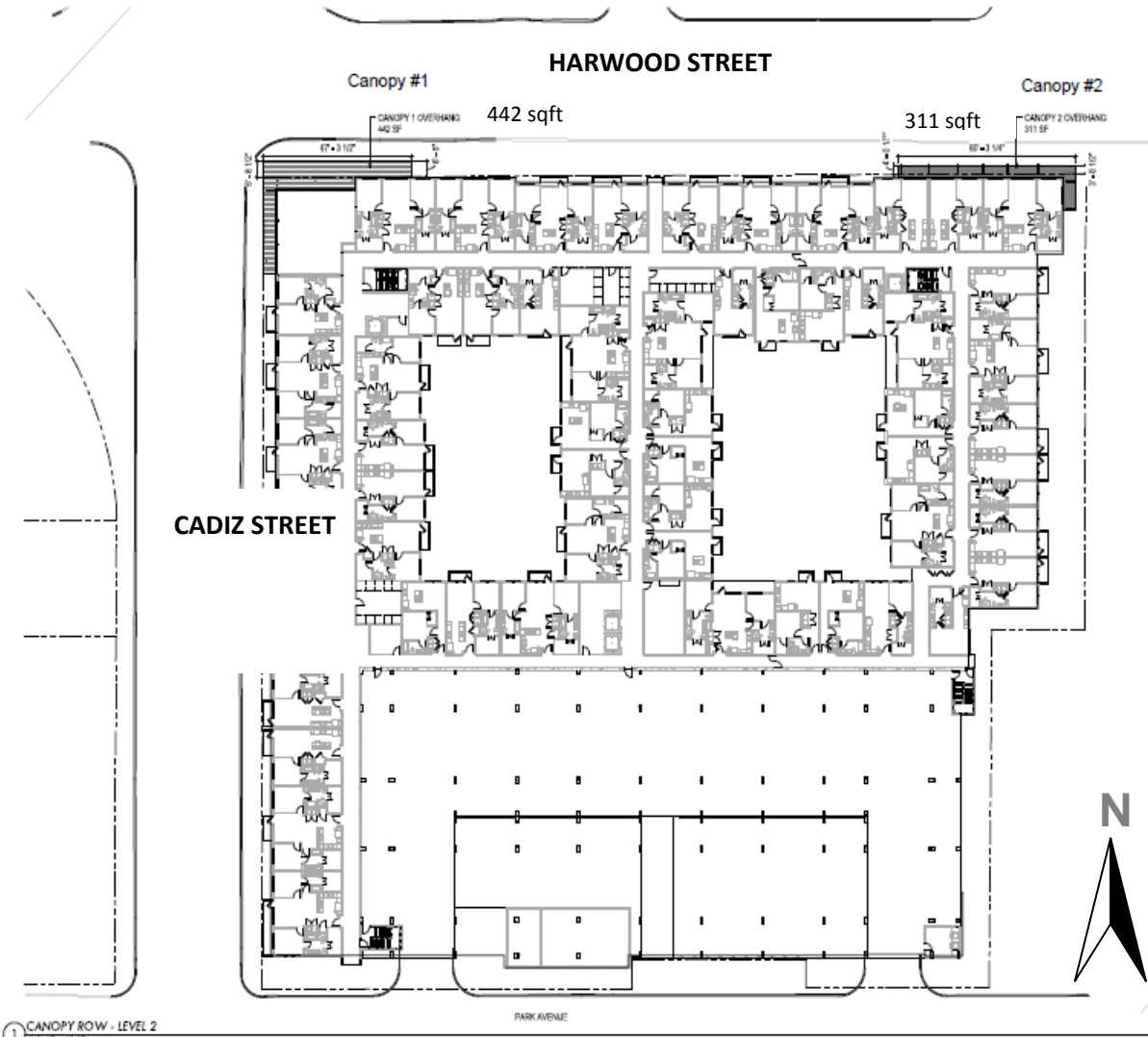
DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY:  _____
Assistant City Attorney

BY:  _____
 Assistant Director

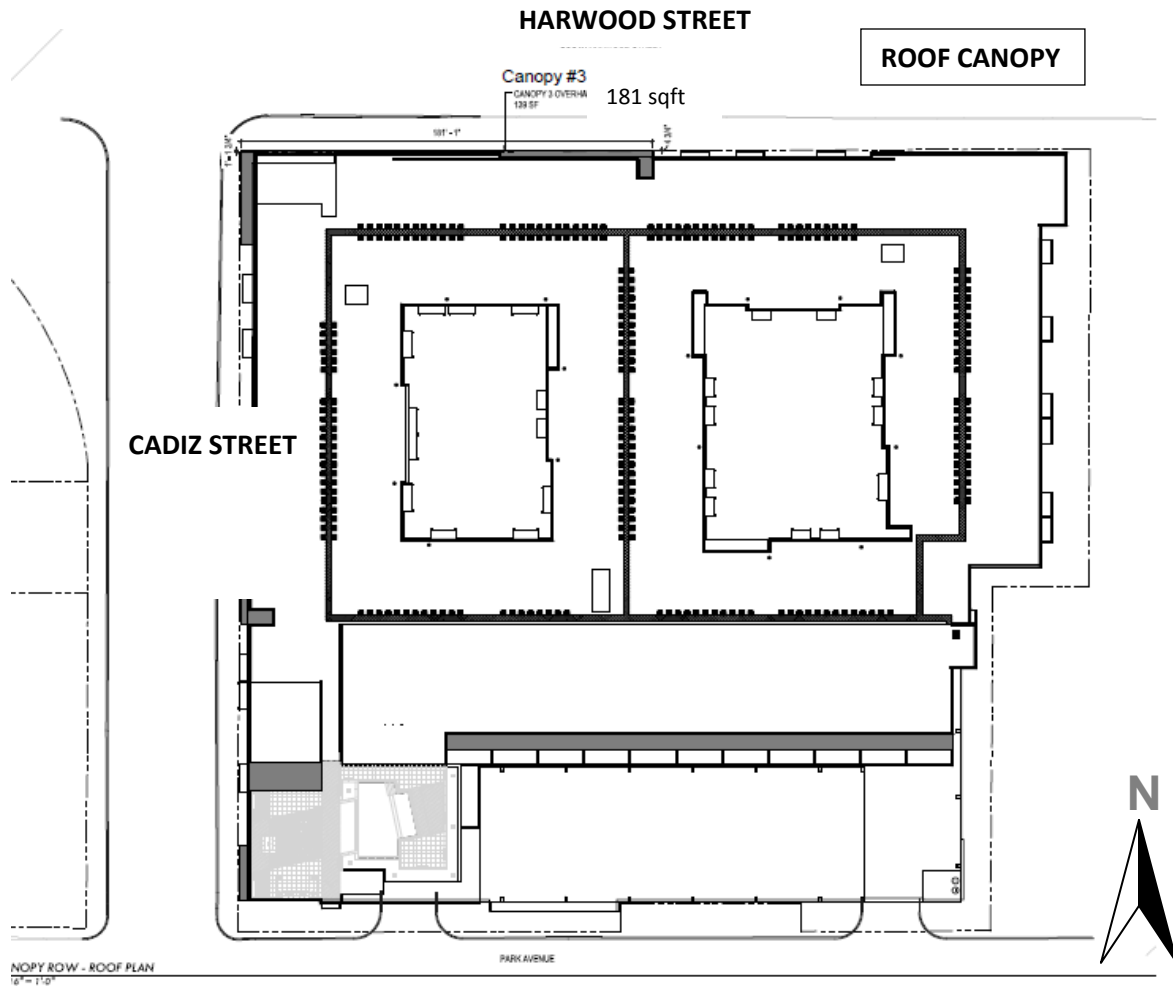
Passed _____.

EXHIBIT A



1 CANOPY ROW - LEVEL 2
1/16" = 1'-0"

EXHIBIT A



NOPY ROW - ROOF PLAN
1/8" = 1'-0"

PARK AVENUE

ROOF CANOPY

HARWOOD STREET

CADIZ STREET

N

**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 # 39

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: September 27, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 45P

SUBJECT

An ordinance granting a private license to RBP Adolphus LLC, for the use of approximately 109 square feet of land to maintain and utilize a sidewalk café on a portion of Commerce Street right-of-way near its intersection with Field Street - Revenue: \$200 annually, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a private license to RBP Adolphus LLC, for the use of approximately 109 square feet of land to maintain and utilize a sidewalk café on a portion of Commerce Street right-of-way near its intersection with Field 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 September 25, 2017.

FISCAL INFORMATION

Revenue - \$200 annually, plus the \$20 ordinance publication fee

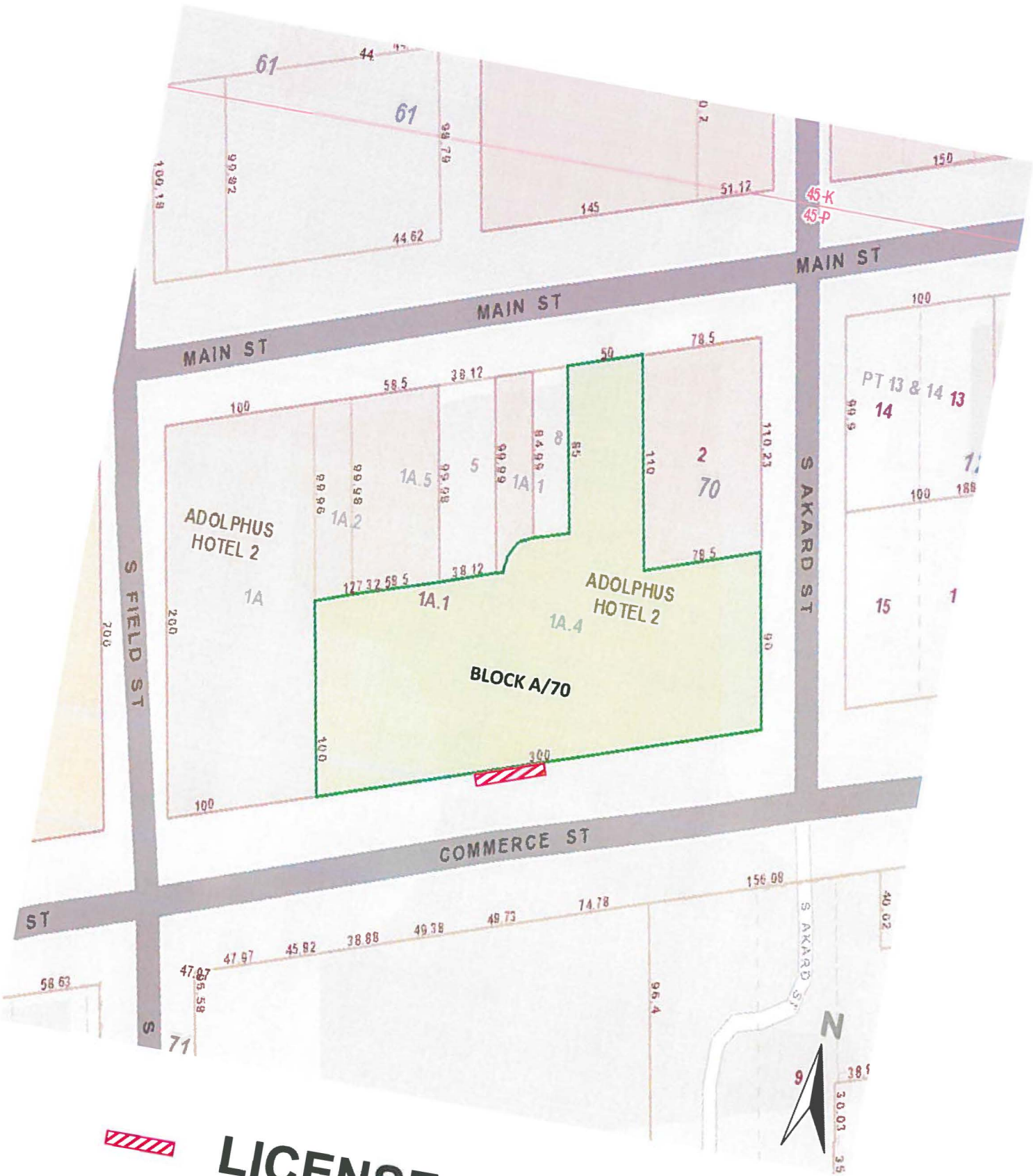
OWNER

RBP Adolphus LLC

Kenneth J. Krebs, Manager

MAP

Attached



LICENSE AREA

ORDINANCE NO. _____

An ordinance granting a private license to RBP Adolphus LLC to occupy, maintain and utilize a portion of Commerce Street right-of-way located near its intersection with Field Street adjacent to City Block A/70 within the limits hereinafter more fully described, for the purpose of maintaining and utilizing a sidewalk café; providing for the annual 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.

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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 RBP Adolphus LLC, a Delaware limited liability company its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tract of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

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

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **TWO HUNDRED AND NO/100 (\$200.00) DOLLARS** annually for the license herein granted, 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 (\$200.00) DOLLARS** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2017. Such consideration 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 the Department of Sustainable Development 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 General Fund, Fund 0001, Department DEV, Unit 1181,

SECTION 3. (continued)

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.

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

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

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

- a) **GRANTEE** acknowledges, per the City Council adopted Complete Streets Manual 8, 15 feet of sidewalk is required for mix-use street, requiring a minimum of 6 feet of unobstructed sidewalk; the minimum requirement has been met per the drawing provided on July 25, 2017.
- b) **GRANTEE** shall ensure that there is no impediment or removal of on-street parking or required signage.
- c) **GRANTEE** shall have no special pavers, stone, or decorative concrete within 24 inches from the curb or edge of the loading dock unless it can be easily adapted to support the placement of poles for government signs and/or parking meters with 1) the removal of sections of the area (to be backfilled with concrete) or 2) drilled into for placement of items or 3) portholes left in place or created for the placement of government signage and/or parking meters. Placement is subject to the approval of the Director of the Transportation Department.
- d) **GRANTEE** shall ensure that the right-of-way is maintained in order to facilitate emergency response and water supply during and after completion of the project.
- e) **GRANTEE** acknowledges Atmos has active facilities in the area and if conflicts exist, **GRANTEE** will be responsible for cost to relocate said facilities otherwise Exhibit B would apply.

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, restriction and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area, and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fee pursuant to Section 3 of this ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable 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 contract is designated as Contract No. DEV-2017-00003591.

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

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

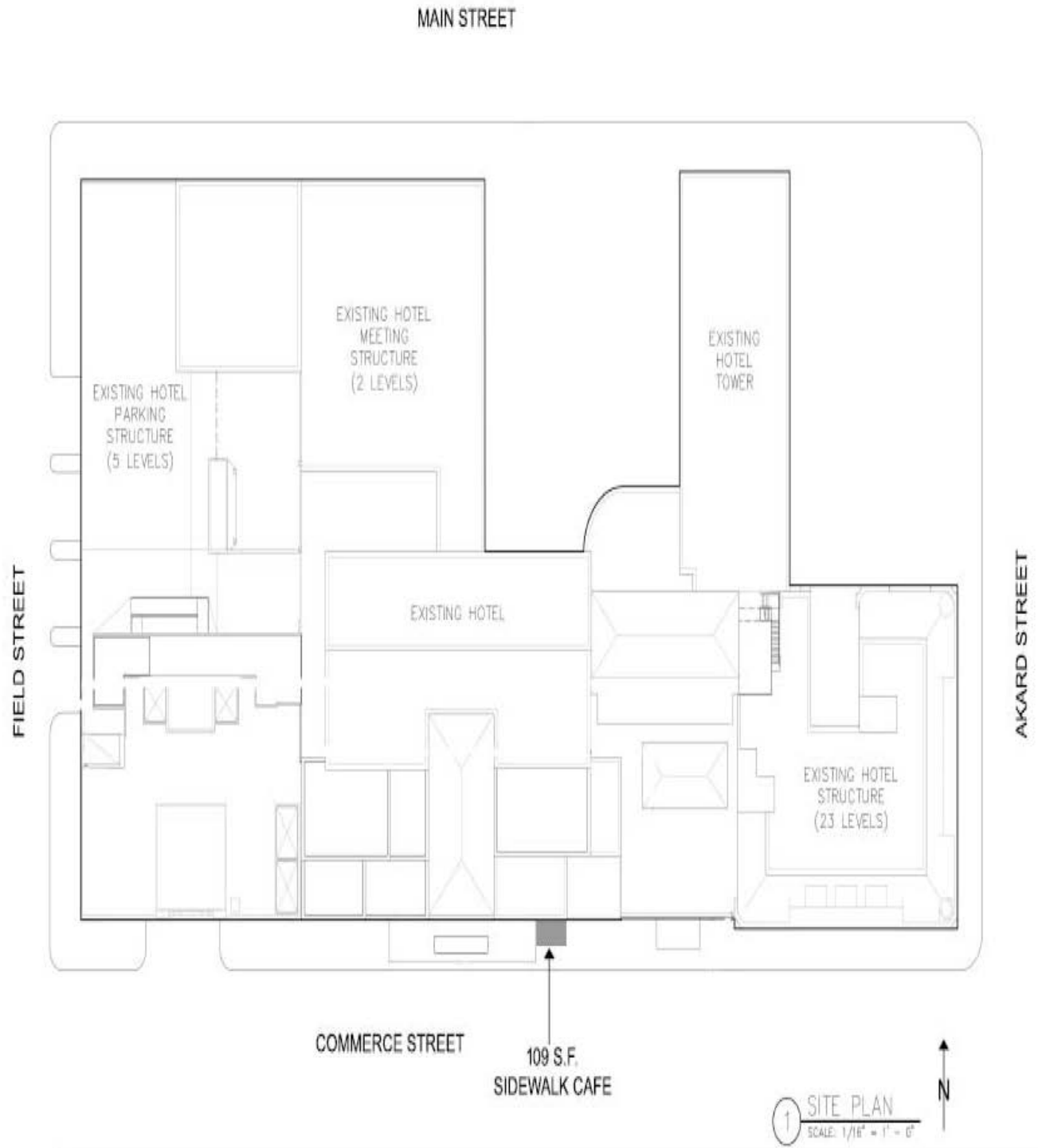
DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant City Attorney

BY: 
 Assistant Director

Passed _____.

EXHIBIT A



**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 # 40

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

September 27, 2017

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

34Y

SUBJECT

An ordinance granting a private license to Southwestern Medical District for the total use of approximately 26,791 square feet to install, maintain and utilize two illuminated gateway monument signs, landscaping, irrigation, a power pedestal electrical unit, two underground conduits, two ground boxes, and two junction boxes on a portion of Harry Hines Boulevard right-of-way near its intersection with Market Center Boulevard – Revenue: \$7,000 annually and \$300 one-time fee, plus the \$20 ordinance publication fee

BACKGROUND

This item grants a private license to Southwestern Medical District for the total use of approximately 26,791 square feet to install, maintain and utilize two illuminated gateway monument signs, landscaping, irrigation, a power pedestal electrical unit, two underground conduits, two ground boxes, and two junction boxes on a portion of Harry Hines Boulevard right-of-way near its intersection with Market Center Boulevard. 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 September 25, 2017.

FISCAL INFORMATION

Revenue - \$7,000 annually and \$300 one-time fee, plus the \$20 ordinance publication fee

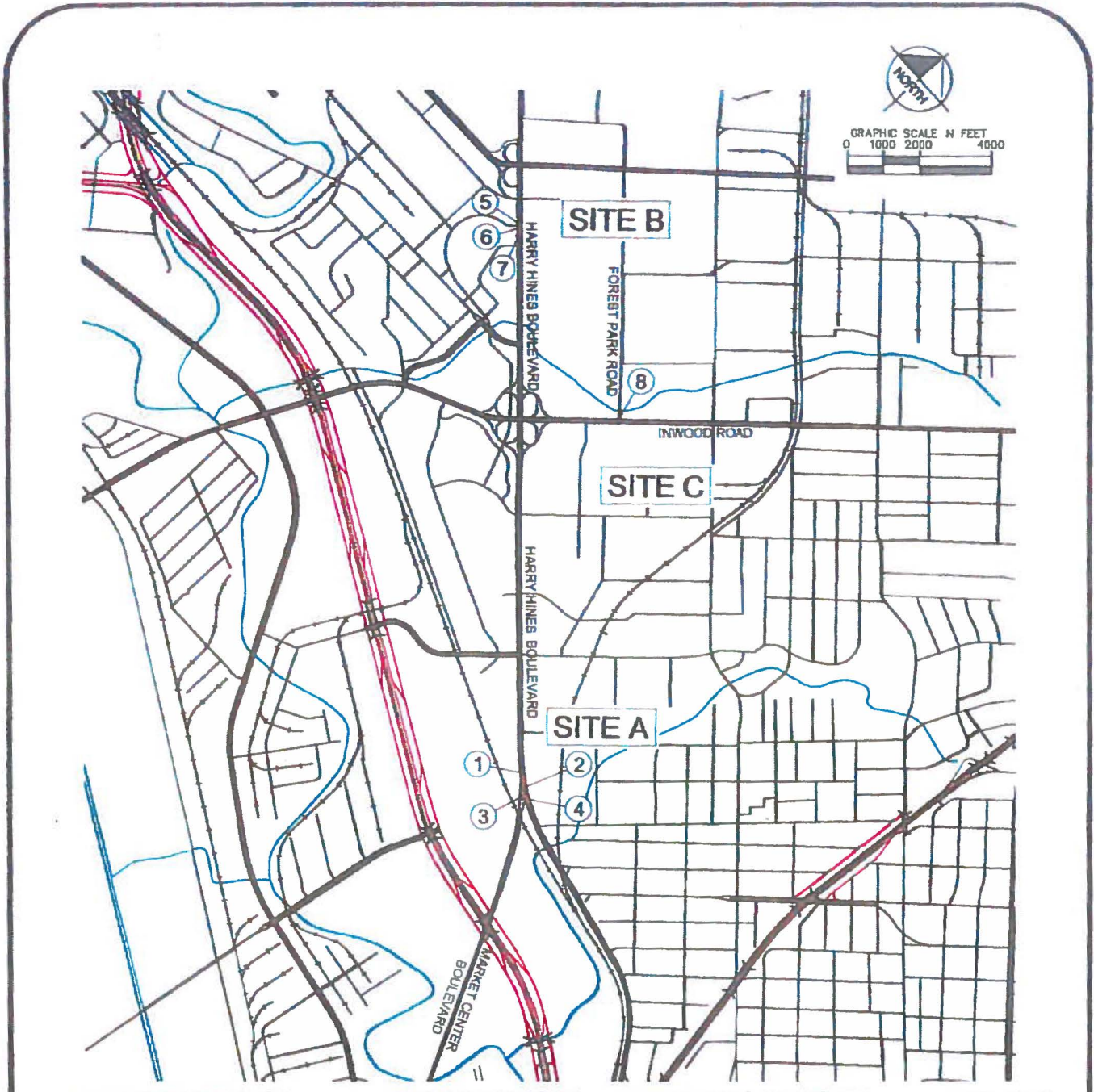
OWNER

Southwestern Medical District

John D. McConnell, Manager

MAP

Attached



LEGEND		
SITE	TRACTS	INFORMATION
A	①	LED illuminated monument sign conduit, landscaping, irrigation
	②	Landscaping & irrigation
	③	Landscaping & irrigation
	④	Landscaping & irrigation
B	⑤	Landscaping & irrigation
	⑥	LED illuminated monument sign, underground conduit landscaping, irrigation
	⑦	Underground conduit, ground boxes,
C	⑧	Power pedestal service & underground conduit

LICENSE AREAS

ORDINANCE NO. _____

An ordinance granting a private license to Southwestern Medical District to install, maintain and utilize a portion of Harry Hines Boulevard right-of-way located near the intersection of Market Center Boulevard and Harry Hines Boulevard adjacent to City Blocks 5744 and 6055, 5758 and 6060, C/5759 and D/2371 within the limits hereinafter more fully described, for the purpose of installing, maintaining, and utilizing two illuminated gateway monument signs, landscaping, irrigation, a power pedestal electrical unit, two underground conduits, two ground boxes, and two junction boxes; 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.

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 Southwestern Medical District, a Texas non-profit corporation, its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tracts of land described in Exhibit A, hereinafter referred to as “licensed 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 **SEVEN THOUSAND AND NO/100 (\$7,000.00) DOLLARS** annually for the license herein granted for a power pedestal electrical unit, two underground conduits, two ground boxes, and two junction boxes 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 **SEVEN THOUSAND AND NO/100 (\$7,000.00) DOLLARS** shall be paid prior to the final passage of this ordinance and shall cover the

SECTION 3. (continued)

consideration for 2017. 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 **THREE HUNDRED NO/100 (\$300.00) DOLLARS**, for the license herein granted for the two illuminated gateway monument signs, landscaping and irrigation, said sum to be paid prior to the final passage of this ordinance and shall cover the total consideration for said purpose during the license term. Such annual and one-time fee consideration, collectively, shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60) days of the due date, the Director of Department of Sustainable Development and Construction may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in 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: to occupy, maintain and utilize two illuminated gateway monument signs, landscaping and irrigation, a power pedestal electrical unit, two underground conduits, two ground boxes, and two junction boxes.

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

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right by resolution duly passed by said Governing Body, to terminate and cancel this license upon giving **GRANTEE** sixty (60) days notice of its intent to cancel. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts. **GRANTEE** shall have the right of cancellation upon giving the City of Dallas sixty (60) days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed 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** final configuration of accessible path along this area must meet Americans with Disabilities Act and Texas Accessibility Standard requirements. In addition to the required building permits for electrical work, Right-of-Way permits must be applied for and issued for each location prior to any work within the right-of-way. Detailed construction drawings will be required to be submitted with Right-of-Way permit request and the plan review may require some elements of the work to change from the concept plans submitted with the license request.
- b) **GRANTEE** shall ensure that there are no visibility obstructions that would cause safety hazards to vehicular and pedestrian traffic.

SECTION 7. (continued)

- c) **GRANTEE** shall coordinate design and location of proposed signs with Dallas Water Utility (DWU) Engineering Services, DWU Distribution and DWU Collections to alleviate possible conflicts with water and wastewater mains.
- d) **GRANTEE** acknowledges Atmos has active facilities in all areas of the right-of-way license area. If conflicts exist, the **GRANTEE** will be responsible for the cost to relocate those facilities otherwise Exhibit B would apply.
- e) **GRANTEE** acknowledges Charter Communications (formerly Time Warner Cable) has easements and utility lines and equipment in the vicinity of this license area. Contractor shall locate and confirm no conflicts with Charter Communications utility lines and equipment.
- f) **GRANTEE** acknowledges the Trinity Strand Trail Phase 2 project is currently under design and shall coordinate with Dallas Park and Recreation Department on its and said project. **GRANTEE** shall submit all plans to Dallas Park and Recreation Department for review before beginning construction.

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 areas and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of

SECTION 10. (continued)

Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

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

SECTION 12. That this contract is designated as Contract No. DEV-2017-00001656.

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

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

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant City Attorney

BY: 
Assistant Director

Passed _____.

EXHIBIT A-TRACT 1

BEING a 7,261 square foot (0.1667-acres) tract of land situated in the Crawford Grigsby Survey, Abstract No. 533, City of Dallas, Dallas County, Texas; and being part of Harry Hines Boulevard (a variable width right-of-way, formerly Dallas Northwest Connection, formerly U.S. Highway No. 77) adjacent to City of Dallas Blocks 5744 and 6055; and being part of a 8.68 acre tract of land described in Right-of-Way Deed to The County of Dallas, recorded in Volume 2232, Page 632, Deed Records of Dallas County, Texas, part of a 0.89 acre tract of land described in Right-of-Way Deed to County of Dallas, recorded in Volume 2183, Page 491, Deed Records of Dallas County, Texas and part of a 0.78 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 1954, Page 377, Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "KHA" set for the westernmost end of a right-of-way corner clip located at the intersection of the northeast right-of-way line of said Harry Hines Boulevard (a variable width right-of-way) with the northwest right-of-way line of Lucas Drive (a 50-foot wide right-of-way) created in Right of Way Deed to the County of Dallas, recorded in Volume 2243, Page 551, Deed Records of Dallas County, Texas, and being the southernmost southeast corner of a 2.241 acre tract of land described in Special Warranty Deed to Market Center DFW Hotel, LLC, recorded in Instrument No. 20070391897 of the Official Public Records of Dallas County, Texas;

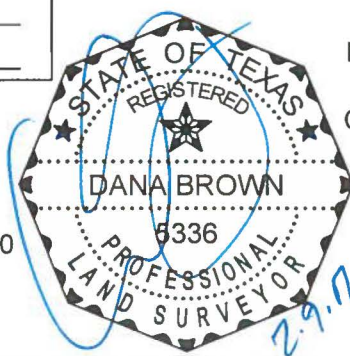
THENCE with said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.89 acre tract and the southwest line of said 2.241 acre tract, the following courses and distances:

- North 69°10'33" West, a distance of 78.38 feet to a point for corner;
- North 66°29'33" West, a distance of 100.03 feet to a point for corner;
- North 64°13'53" West, a distance of 100.00 feet to a point for corner;
- North 60°54'13" West, a distance of 99.85 feet to a 1/2" iron rod found at the west corner of said Market Center DFW Hotel, LLC tract and the south corner of a 91,534 square foot tract of land described as "Tract 1" in Warranty Deed to University of Texas Systems recorded in Volume 80218, Page 581, of said Deed Records; from said point a "X" cut in concrete found bears along a non-tangent curve to the right having a central angle of 8°58'34", a radius of 2055.95 feet, a chord bearing and distance of North 57°04'06" West, 321.76 feet, an arc distance of 322.09 feet;

THENCE departing said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.89 acre tract and southwest line of said 2.241 acre tract, over and across said 0.89 acre tract, South 4°13'15" West, at a distance of 101.7 feet, passing the southwest line of said 0.89 acre tract and the northeast line of said 0.78 acre tract, continuing over and across said 0.78 acre tract, in all a total distance of 121.14 feet to a "X" cut in concrete set at the beginning of a curve to the right having a central angle of 160°11'23", a radius of 6.00 feet, a chord bearing and distance of South 37°10'16" West, 11.82 feet, and for the **POINT OF BEGINNING**;

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3992

DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
 PH. 972-770-1300
 dana.brown@kimley-horn.com



LICENSE AGREEMENT
 HARRY HINES BOULEVARD (FORMERLY DALLAS
 NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCKS 5744 & 6055
 CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

<h2 style="margin: 0;">Kimley»Horn</h2>	
12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
Scale N/A	Drawn by MTC
Checked by SRD	Date JAN. 2017
Project No. 064424705	Sheet No. 1 OF 3

EXHIBIT A-TRACT 1

THENCE over and across said 0.78 acre tract, said 8.68 acre tract and said 0.89 acre tract, the following courses and distances:

- In a southwesterly direction, with said curve to the right, an arc distance of 16.78 feet to a "X" cut in concrete set at the beginning of a compound curve to the right having a central angle of 5°12'25", a radius of 1741.34 feet, a chord bearing and distance of North 60°07'50" West, 158.19 feet;
- In a northwesterly direction, with said curve to the right, at an arc distance of 94.45 feet passing the west line of said 0.78 acre tract and the east line of said 8.68 acre tract, continuing in all a total arc distance of 158.25 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a compound curve to the right having a central angle of 3°07'57", a radius of 1755.49 feet, a chord bearing and distance of North 55°57'40" West, 95.96 feet;
- In a northwesterly direction, with said curve to the right, an arc distance of 95.97 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 0°46'55", a radius of 1755.49 feet, a chord bearing and distance of North 35°12'51" East, 23.96 feet;
- In a northeasterly direction, with said curve to the left, an arc distance of 23.96 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
- South 56°31'52" East, a distance of 28.99 feet to a point at the beginning of a tangent curve to the left having a central angle of 14°59'30", a radius of 124.13 feet, a chord bearing and distance of South 64°01'37" East, 32.39 feet;
- In a southeasterly direction, with said curve to the left, an arc distance of 32.48 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 10°37'31", a radius of 178.21 feet, a chord bearing and distance of South 66°12'36" East, 33.00 feet;
- In a southeasterly direction, with said curve to the right, an arc distance of 33.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a compound curve to the right having a central angle of 17°58'25", a radius of 514.59 feet, a chord bearing and distance of South 51°54'38" East, 160.77 feet;
- In a southeasterly direction with said curve to the right, at an arc distance of 69.9 feet, passing said east line of the 8.68 acre tract and said west line of the 0.89 acre tract, at an arc distance of 119.7 feet, passing said south line of the 0.89 acre tract and the north line of said 0.78 acre tract, continuing in all a total arc distance of 161.43 feet to the **POINT OF BEGINNING** and containing 7,261 square feet or 0.1667 acres of land.

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

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/17/17</u>
SPRG NO:	<u>3992</u>

LICENSE AGREEMENT
 HARRY HINES BOULEVARD (FORMERLY DALLAS
 NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCKS 5744 & 6055
 CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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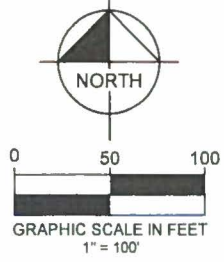
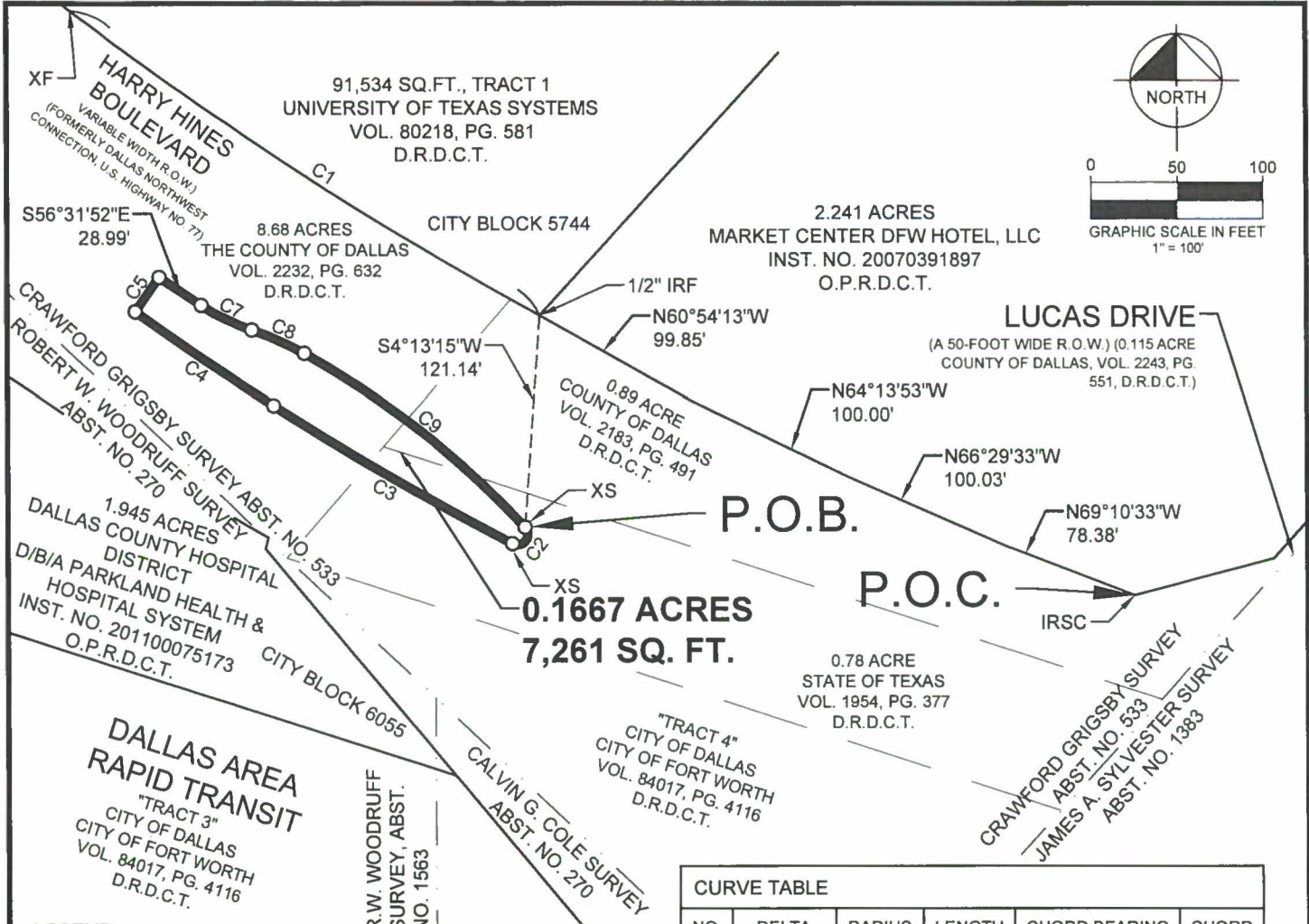


Kimley»Horn

12750 Merit Drive, Suite 1000 FIRM # 10115500 Tel. No. (972) 770-1300
 Dallas, Texas 75251 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	JAN. 2017	064424705	2 OF 3

EXHIBIT A-TRACT 1



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	8°58'34"	2055.95'	322.09'	N57°04'06"W	321.76'
C2	160°11'23"	6.00'	16.78'	S37°10'16"W	11.82'
C3	5°12'25"	1741.34'	158.25'	N60°07'50"W	158.19'
C4	3°07'57"	1755.49'	95.97'	N55°57'40"W	95.96'
C5	0°46'55"	1755.49'	23.96'	N35°12'51"E	23.96'
C7	14°59'30"	124.13'	32.48'	S64°01'37"E	32.39'
C8	10°37'31"	178.21'	33.05'	S66°12'36"E	33.00'
C9	17°58'25"	514.59'	161.43'	S51°54'38"E	160.77'

NOTES

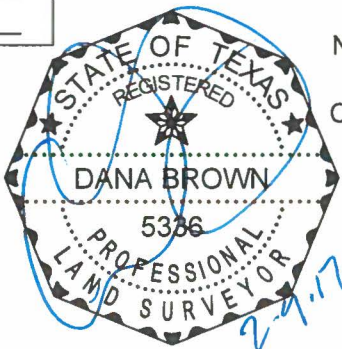
All corners of the license agreement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.

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

LICENSE AGREEMENT

HARRY HINES BOULEVARD (FORMERLY DALLAS NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77)
ADJACENT TO BLOCKS 5744 & 6055
CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 2/17/17
SPRG NO: 3992



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12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MTC	SRD	JAN. 2017	064424705	3 OF 3

EXHIBIT A-TRACT 2

BEING a 5,123 square foot (0.1176-acres) tract of land situated in the Crawford Grigsby Survey, Abstract No.533, City of Dallas, Dallas County, Texas; and being part of Harry Hines Boulevard (a variable width right-of-way, formerly Dallas Northwest Connection, formerly U.S. Highway No. 77) adjacent to City of Dallas Blocks 5744 and 6055; and being part of a 8.68 acre tract of land described in Right-of-Way Deed to The County of Dallas, recorded in Volume 2232, Page 632, Deed Records of Dallas County, Texas, part of a 0.78 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 1954, Page 377, Deed Records of Dallas County, Texas, part of a tract of land described as "Tract 4" in Deed to the City of Dallas and the City of Fort Worth, recorded in Volume 84017, Page 4116, Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "KHA" set for the westernmost end of a right-of-way corner clip located at the intersection of the northeast right-of-way line of said Harry Hines Boulevard (a variable width right-of-way) with the northwest right-of-way line of Lucas Drive (a 50-foot wide right-of-way) created in Right of Way Deed to the County of Dallas, recorded in Volume 2243, Page 551, Deed Records of Dallas County, Texas, and being the southernmost southeast corner of a 2.241 acre tract of land described in Special Warranty Deed to Market Center DFW Hotel, LLC, recorded in Instrument No. 20070391897 of the Official Public Records of Dallas County, Texas;

THENCE with said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.89 acre tract and the southwest line of said 2.241 acre tract, the following courses and distances:

North 69°10'33" West, a distance of 78.38 feet to a point for corner;

North 66°29'33" West, a distance of 100.03 feet to a point for corner;

North 64°13'53" West, a distance of 100.00 feet to a point for corner;

North 60°54'13" West, a distance of 99.85 feet to a 1/2" iron rod found at the west corner of said Market Center DFW Hotel, LLC tract and the south corner of a 91,534 square foot tract of land described as "Tract 1" in Warranty Deed to University of Texas Systems recorded in Volume 80218, Page 581, of said Deed Records; from said point a "X" cut in concrete found bears along a non-tangent curve to the right having a central angle of 8°58'34", a radius of 2055.95 feet, a chord bearing and distance of North 57°04'06" West, 321.76 feet, an arc distance of 322.09 feet;

THENCE departing said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.89 acre tract and southwest line of said 2.241 acre tract, over and across said 0.89 acre tract, South 47°41'44" West, at a distance of 113.9 feet, passing the southwest line of said 0.89 acre tract and the northeast line of said 0.78 acre tract, continuing over and across said 0.78 acre tract, at a distance of 164.0 feet passing the northwest corner of said 0.78 acre tract and the southeast line of said 8.68 acre tract, continuing over and across said 8.68 acre tract, in all a total distance of 165.09 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING**;

(For SPRG use only)

Reviewed By: A. Rodriguez

Date: 2/17/17

SPRG NO: 3993

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LICENSE AGREEMENT

HARRY HINES BOULEVARD (FORMERLY DALLAS
NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77)
ADJACENT TO BLOCK 5744 & 6055
CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	JAN. 2017	064424705	1 OF 3

EXHIBIT A-TRACT 2

THENCE over and across said 8.68 acre tract, said 0.78 acre tract and said Tract 4, the following courses and distances:

South 59°15'10" East, at a distance of 0.1 feet passing said southeast line of said 8.68 acre tract and said northwest line of the 0.78 acre tract, continuing over and across said 0.78 acre tract, in all a total distance of 23.62 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 7°28'45", a radius of 311.32 feet, a chord bearing and distance of South 62°59'32" East, 40.61 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 40.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 3°44'21", a radius of 335.63 feet, a chord bearing and distance of South 64°51'44" East, 21.90 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 21.90 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 62°59'34" East, a distance of 31.83 feet to a point at the beginning of a tangent curve to the right having a central angle of 83°12'45", a radius of 8.23 feet, a chord bearing and distance of South 21°23'11" East, 10.93 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 11.95 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 20°13'12" West, at a distance of 5.7 feet passing the south line of said 0.78 acre tract and the north line of said Tract 4, continuing over and across said Tract 4, in all a total distance of 9.53 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 26°42'45", a radius of 120.00 feet, a chord bearing and distance of South 6°51'49" West, 55.44 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 55.95 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 150°34'03", a radius of 5.02 feet, a chord bearing and distance of South 68°47'29" West, 9.70 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 13.18 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 35°55'30" West, at a distance of 109.3 feet, passing said north line of Tract 4 and the said south line of the 0.78 acre tract, continuing over and across said 0.78 acre tract at a distance of 158.3 feet, passing said northeast line of the 0.78 acre tract and the southeast line of said 8.68 acre tract, continuing over and across said 8.68 acre tract, in all a total distance of 158.48 feet to a "X" cut in concrete set at the beginning of a tangent curve to the right having a central angle of 156°40'20", a radius of 2.50 feet, a chord bearing and distance of North 42°24'40" East, 4.90 feet;

In a northeasterly direction with said curve to the right, an arc distance of 6.84 feet to the **POINT OF BEGINNING** and containing 5,123 square feet or 0.1176 acres of land.

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

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/17/17</u>
SPRG NO:	<u>3993</u>

LICENSE AGREEMENT
 HARRY HINES BOULEVARD (FORMERLY DALLAS
 NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCK 5744 & 6055
 CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

DANA BROWN
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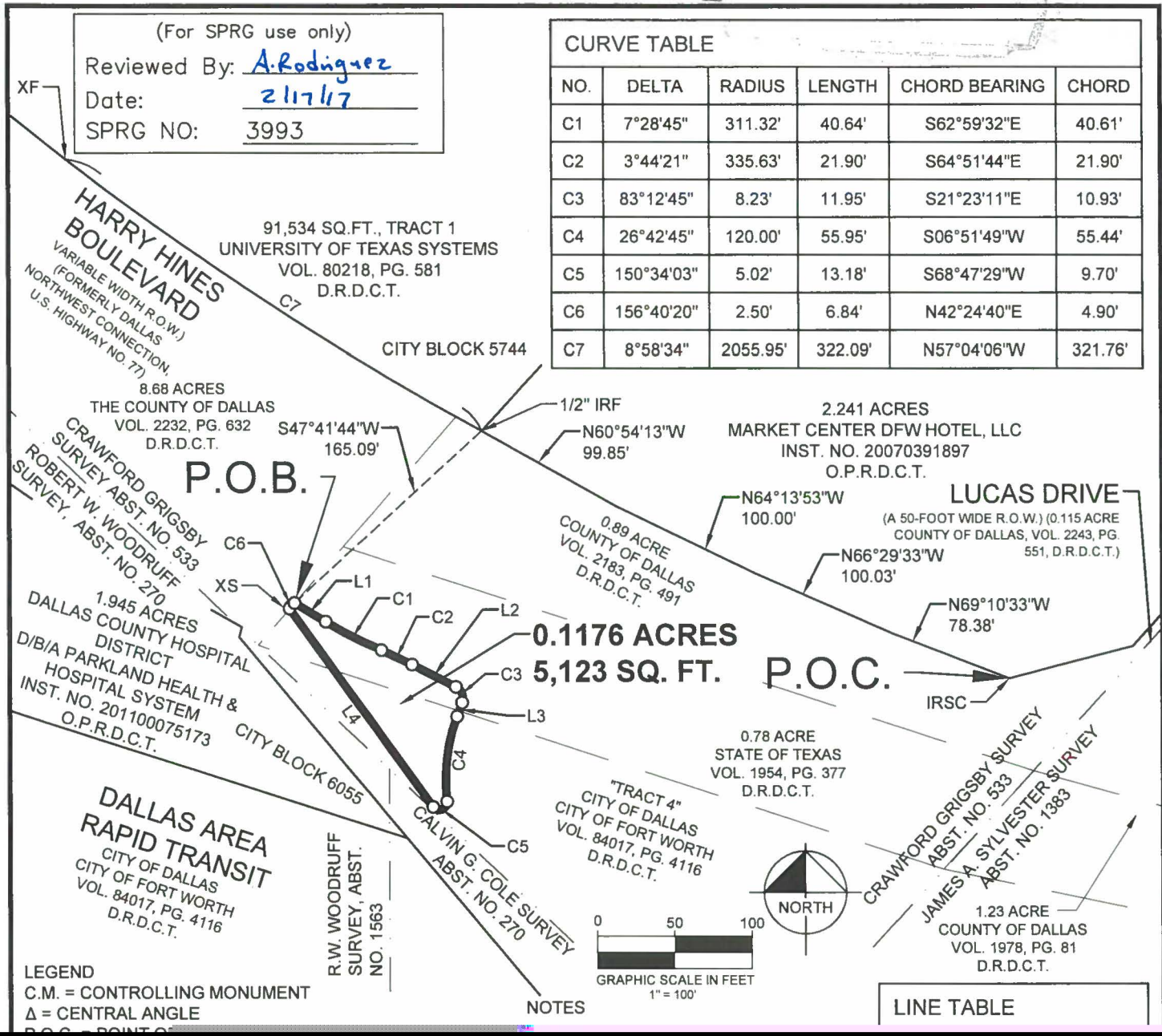
<h2 style="margin: 0;">Kimley»Horn</h2>					
12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820					
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	SRD	DAB	JAN. 2017	064424705	2 OF 3

EXHIBIT A-TRACT 2

(For SPRG use only)

Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3993

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	7°28'45"	311.32'	40.64'	S62°59'32"E	40.61'
C2	3°44'21"	335.63'	21.90'	S64°51'44"E	21.90'
C3	83°12'45"	8.23'	11.95'	S21°23'11"E	10.93'
C4	26°42'45"	120.00'	55.95'	S06°51'49"W	55.44'
C5	150°34'03"	5.02'	13.18'	S68°47'29"W	9.70'
C6	156°40'20"	2.50'	6.84'	N42°24'40"E	4.90'
C7	8°58'34"	2055.95'	322.09'	N57°04'06"W	321.76'



LINE TABLE	

EXHIBIT A-TRACT 3

BEING a 4,180 square foot (0.0960-acres) tract of land situated in the Crawford Grigsby Survey, Abstract No.533, City of Dallas, Dallas County, Texas; and being part of Harry Hines Boulevard (a variable width right-of-way, formerly Dallas Northwest Connection, formerly U.S. Highway No. 77) adjacent to City of Dallas Blocks 5744 and 6055; and being part of a 0.78 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 1954, Page 377, Deed Records of Dallas County, Texas, part of a tract of land described as "Tract 4" in Deed to the City of Dallas and the City of Fort Worth, recorded in Volume 84017, Page 4116, Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "KHA" set for the westernmost end of a right-of-way corner clip located at the intersection of the northeast right-of-way line of said Harry Hines Boulevard (a variable width right-of-way) with the northwest right-of-way line of Lucas Drive (a 50-foot wide right-of-way) created in Right of Way Deed to the County of Dallas, recorded in Volume 2243, Page 551, Deed Records of Dallas County, Texas, and being the southernmost southeast corner of a 2.241 acre tract of land described in Special Warranty Deed to Market Center DFW Hotel, LLC, recorded in Instrument No. 20070391897 of the Official Public Records of Dallas County, Texas;

THENCE with said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.89 acre tract and the southwest line of said 2.241 acre tract, the following courses and distances:

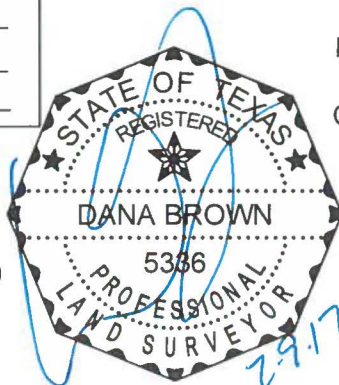
- North 69°10'33" West, a distance of 78.38 feet to a point for corner;
- North 66°29'33" West, a distance of 100.03 feet to a point for corner;
- North 64°13'53" West, a distance of 100.00 feet to a point for corner;
- North 60°54'13" West, a distance of 99.85 feet to a 1/2" iron rod found at the west corner of said Market Center DFW Hotel, LLC tract and the south corner of a 91,534 square foot tract of land described as "Tract 1" in Warranty Deed to University of Texas Systems recorded in Volume 80218, Page 581, of said Deed Records; from said point a "X" cut in concrete found bears along a non-tangent curve to the right having a central angle of 8°58'34", a radius of 2055.95 feet, a chord bearing and distance of North 57°04'06" West, 321.76 feet, an arc distance of 322.09 feet;

THENCE departing said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.89 acre tract and southwest line of said 2.241 acre tract, over and across said 0.89 acre tract, South 07°24'07" West, at a distance of 109.4 feet, passing the southwest line of said 0.89 acre tract and the northeast line of said 0.78 acre tract, continuing over and across said 0.78 acre tract, in all a total distance of 187.22 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING**;

(For SPRG use only)

Reviewed By: A. Rodriguez
Date: 2/17/17
SPRG NO: 3994

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LICENSE AGREEMENT

HARRY HINES BOULEVARD (FORMERLY DALLAS
NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77)
ADJACENT TO BLOCK 5744 & 6055
CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
C.G. COLE SURVEY, ABSTRACT NO. 270
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

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Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	JAN. 2017	064424705	1 OF 3

THENCE over and across said 0.78 acre tract and Tract 4, the following courses and distances:

- South 65°50'45" East, a distance of 6.98 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 60°45'24", a radius of 24.45 feet, a chord bearing and distance of South 35°28'03" East, 24.73 feet;
- In a southeasterly direction, with said curve to the right, at an arc distance of 16.6 feet passing the south line of said 0.78 acre tract and the north line of said Tract 4, continuing over and across said Tract 4, a total arc distance of 25.93 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
- South 5°05'21" East, a distance of 40.27 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 19°51'36", a radius of 187.74 feet, a chord bearing and distance of South 15°01'09" East, 64.75 feet;
- In a southeasterly direction, with said curve to the left, an arc distance of 65.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
- North 73°36'49" West, a distance of 25.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
- North 37°54'36" West, a distance of 28.18 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 24°29'11", a radius of 92.07 feet, a chord bearing and distance of North 25°40'01" West, 39.05 feet;
- In a northwesterly direction, with said curve to the right, an arc distance of 39.35 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a compound curve to the right having a central angle of 30°58'24", a radius of 66.07 feet, a chord bearing and distance of North 2°03'47" East, 35.28 feet;
- In a northeasterly direction, with said curve to the right, an arc distance of 35.71 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
- North 17°32'58" East, at a distance of 21.8 feet passing said north line of Tract 4 and said south line of the 0.78 acre tract, continuing over and across said 0.78 acre tract, in all a total distance of 22.10 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 96°36'16", a radius of 7.45 feet, a chord bearing and distance of North 65°51'07" East, 11.13 feet;
- In a northeasterly direction with said curve to the right, an arc distance of 12.57 feet to the **POINT OF BEGINNING** and containing 4,180 square feet or 0.0960 acres of land.

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

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3994

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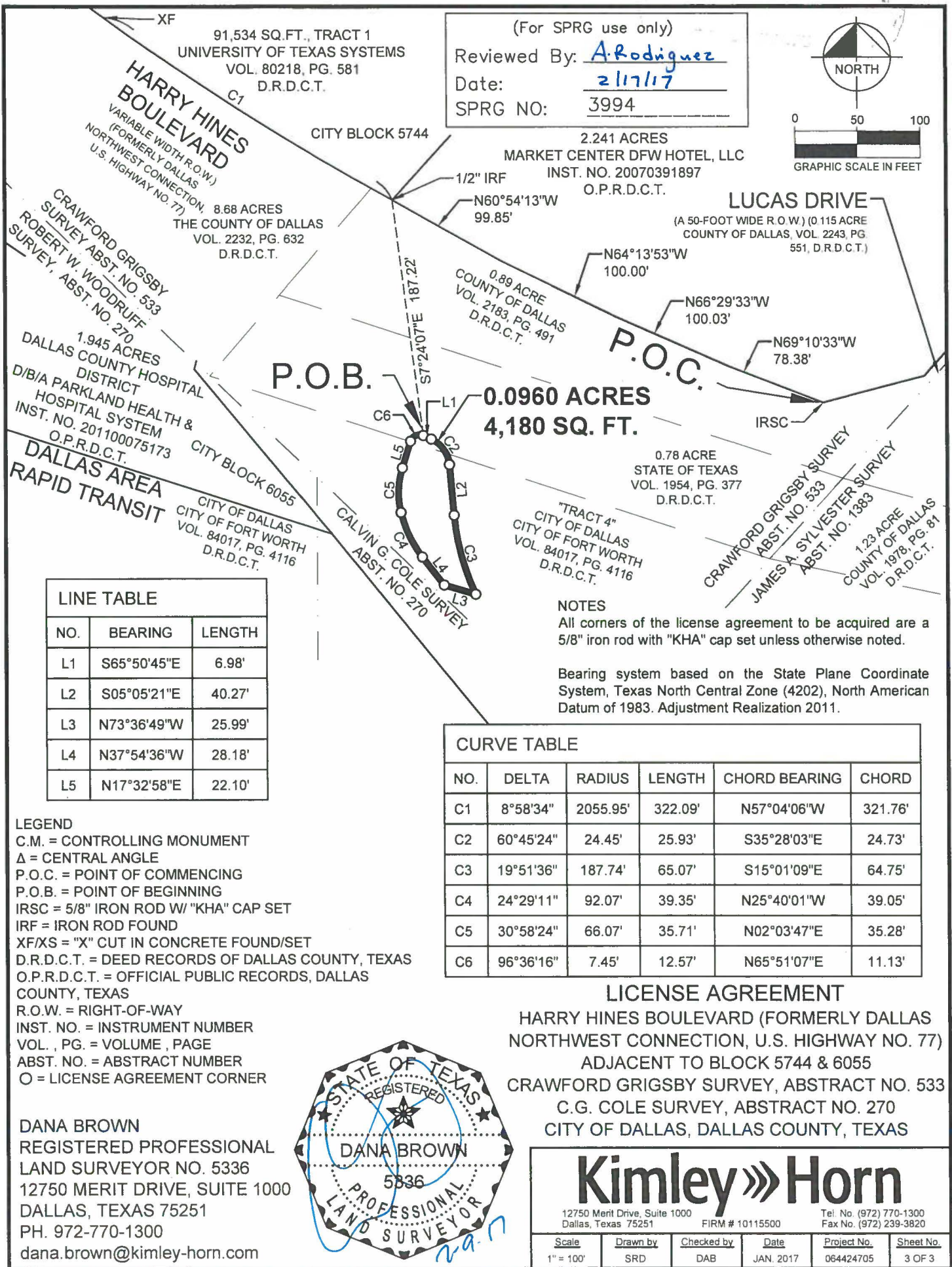
LICENSE AGREEMENT
 HARRY HINES BOULEVARD (FORMERLY DALLAS
 NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCK 5744 & 6055
 CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
 C.G. COLE SURVEY, ABSTRACT NO. 270
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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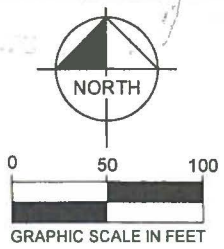
12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	JAN. 2017	064424705	2 OF 3

EXHIBIT A-TRACT 3



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 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3994



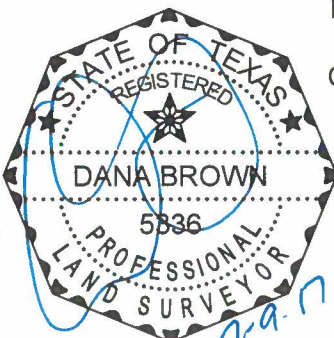
NO.	BEARING	LENGTH
L1	S65°50'45"E	6.98'
L2	S05°05'21"E	40.27'
L3	N73°36'49"W	25.99'
L4	N37°54'36"W	28.18'
L5	N17°32'58"E	22.10'

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	8°58'34"	2055.95'	322.09'	N57°04'06"W	321.76'
C2	60°45'24"	24.45'	25.93'	S35°28'03"E	24.73'
C3	19°51'36"	187.74'	65.07'	S15°01'09"E	64.75'
C4	24°29'11"	92.07'	39.35'	N25°40'01"W	39.05'
C5	30°58'24"	66.07'	35.71'	N02°03'47"E	35.28'
C6	96°36'16"	7.45'	12.57'	N65°51'07"E	11.13'

LEGEND
 C.M. = CONTROLLING MONUMENT
 Δ = CENTRAL ANGLE
 P.O.C. = POINT OF COMMENCING
 P.O.B. = POINT OF BEGINNING
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
 IRF = IRON ROD FOUND
 XF/XS = "X" CUT IN CONCRETE FOUND/SET
 D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 R.O.W. = RIGHT-OF-WAY
 INST. NO. = INSTRUMENT NUMBER
 VOL., PG. = VOLUME, PAGE
 ABST. NO. = ABSTRACT NUMBER
 O = LICENSE AGREEMENT CORNER

NOTES
 All corners of the license agreement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.
 Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. Adjustment Realization 2011.

LICENSE AGREEMENT
 HARRY HINES BOULEVARD (FORMERLY DALLAS NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77) ADJACENT TO BLOCK 5744 & 6055
 CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
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 CITY OF DALLAS, DALLAS COUNTY, TEXAS



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Scale 1" = 100'	Drawn by SRD	Checked by DAB	Date JAN. 2017	Project No. 064424705	Sheet No. 3 OF 3
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EXHIBIT A-TRACT 4

Exhibit A

BEING a 2,387 square foot (0.0548-acres) tract of land situated in the Crawford Grigsby Survey, Abstract No.533, City of Dallas, Dallas County, Texas; and being part of Harry Hines Boulevard (a variable width right-of-way, formerly Dallas Northwest Connection, formerly U.S. Highway No. 77) adjacent to City of Dallas Blocks 5744 and 6055; and being part of a 0.78 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 1954, Page 377, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "KHA" set for the westernmost end of a right-of-way corner clip located at the intersection of the northeast right-of-way line of said Harry Hines Boulevard (a variable width right-of-way) with the northwest right-of-way line of Lucas Drive (a 50-foot wide right-of-way) created in Right of Way Deed to the County of Dallas, recorded in Volume 2243, Page 551, Deed Records of Dallas County, Texas, and being the southernmost southeast corner of a 2.241 acre tract of land described in Special Warranty Deed to Market Center DFW Hotel, LLC, recorded in Instrument No. 20070391897 of the Official Public Records of Dallas County, Texas;

THENCE with said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.89 acre tract and the southwest line of said 2.241 acre tract, the following courses and distances:

- North 69°10'33" West, a distance of 78.38 feet to a point for corner;
- North 66°29'33" West, a distance of 100.03 feet to a point for corner;
- North 64°13'53" West, a distance of 100.00 feet to a point for corner;
- North 60°54'13" West, a distance of 99.85 feet to a 1/2" iron rod found at the west corner of said Market Center DFW Hotel, LLC tract and the south corner of a 91,534 square foot tract of land described as "Tract 1" in Warranty Deed to University of Texas Systems recorded in Volume 80218, Page 581, of said Deed Records; from said point a "X" cut in concrete found bears along a non-tangent curve to the right having a central angle of 8°58'34", a radius of 2055.95 feet, a chord bearing and distance of North 57°04'06" West, 321.76 feet, an arc distance of 322.09 feet;

THENCE departing said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.89 acre tract and southwest line of said 2.241 acre tract, over and across said 0.89 acre tract, South 24°02'03" East, at a distance of 132.9 feet, passing the southwest line of said 0.89 acre tract and the northeast line of said 0.78 acre tract, continuing over and across said 0.78 acre tract, in all a total distance of 174.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a curve to the right having a central angle of 19°21'01", a radius of 59.00 feet, a chord bearing and distance of South 81°12'42" East, 19.83 feet for the **POINT OF BEGINNING**;

THENCE over and across said 0.78 acre tract, the following courses and distances to wit:
 In a southeasterly direction, with said curve to the right, an arc distance of 19.93 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a compound curve to the right having a central angle of 6°07'10", a radius of 148.90 feet, a chord bearing and distance of South 68°28'36" East, 15.90 feet;

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3995

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LICENSE AGREEMENT
 HARRY HINES BOULEVARD (FORMERLY DALLAS
 NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCK 5744 & 6055
 CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

<h1>Kimley»Horn</h1>					
12750 Merit Drive, Suite 1000 Dallas, Texas 75251			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	JAN. 2017	064424705	1 OF 4

In a southeasterly direction, with said curve to the right, an arc distance of 15.90 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 South 65°25'01" East, a distance of 68.74 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 6°56'29", a radius of 594.24 feet, a chord bearing and distance of South 67°44'01" East, 71.95 feet;
 In a southeasterly direction, with said curve to the left, an arc distance of 71.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 South 71°12'16" East, a distance of 36.59 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 5°33'53", a radius of 348.06 feet, a chord bearing and distance of South 73°59'12" East, 33.79 feet;
 In a southeasterly direction, with said curve to the left, an arc distance of 33.81 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 South 13°13'51" West, a distance of 4.20 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°13'38", a radius of 65.89 feet, a chord bearing and distance of North 75°14'38" West, 8.31 feet;
 In a northwesterly direction, with said curve to the right, an arc distance of 8.31 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 North 71°37'49" West, a distance of 95.33 feet to a point at the beginning of a tangent curve to the left having a central angle of 9°44'31", a radius of 110.00 feet, a chord bearing and distance of North 76°30'04" West, 18.68 feet;
 In a northwesterly direction, with said curve to the left, an arc distance of 18.70 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 North 81°22'20" West, a distance of 17.50 feet to a point at the beginning of a tangent curve to the right having a central angle of 14°43'54", a radius of 110.00 feet, a chord bearing and distance of North 74°00'22" West, 28.21 feet;
 In a northwesterly direction, with said curve to the right, an arc distance of 28.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 North 66°38'25" West, a distance of 57.19 feet to a "X" cut in concrete set at the beginning of a tangent curve to the right having a central angle of 22°39'25", a radius of 34.51 feet, a chord bearing and distance of North 55°18'43" West, 13.56 feet;
 In a northwesterly direction, with said curve to the right, an arc distance of 13.65 feet to a "X" cut in concrete set at the beginning of a compound curve to the right having a central angle of 19°10'51", a radius of 35.54 feet, a chord bearing and distance of North 34°23'34" West, 11.84 feet;
 In a northwesterly direction, with said curve to the right, an arc distance of 11.90 feet to a "X" cut in concrete set at the beginning of a compound curve to the right having a central angle of 113°54'56", a radius of 2.00 feet, a chord bearing and distance of North 32°09'20" East, 3.35 feet;
 In a northeasterly direction with said curve to the right, an arc distance of 3.98 feet to the **POINT OF BEGINNING** and containing 2,387 square feet or 0.0548 acres of land.

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

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3995

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	JAN. 2017	064424705	2 OF 4

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	8°58'34"	2055.95'	322.09'	N57°04'06"W	321.76'
C2	19°21'01"	59.00'	19.93'	S81°12'42"E	19.83'
C3	6°07'10"	148.90'	15.90'	S68°28'36"E	15.90'
C4	6°56'29"	594.24'	71.99'	S67°44'01"E	71.95'
C5	5°33'53"	348.06'	33.81'	S73°59'12"E	33.79'
C6	7°13'38"	65.89'	8.31'	N75°14'38"W	8.31'
C7	9°44'31"	110.00'	18.70'	N76°30'04"W	18.68'
C8	14°43'54"	110.00'	28.28'	N74°00'22"W	28.21'
C9	22°39'25"	34.51'	13.65'	N55°18'43"W	13.56'
C10	19°10'51"	35.54'	11.90'	N34°23'34"W	11.84'
C11	113°54'56"	2.00'	3.98'	N32°09'20"E	3.35'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S65°25'01"E	68.74'
L2	S71°12'16"E	36.59'
L3	S13°13'51"W	4.20'
L4	N71°37'49"W	95.33'
L5	N81°22'20"W	17.50'
L6	N66°38'25"W	57.19'

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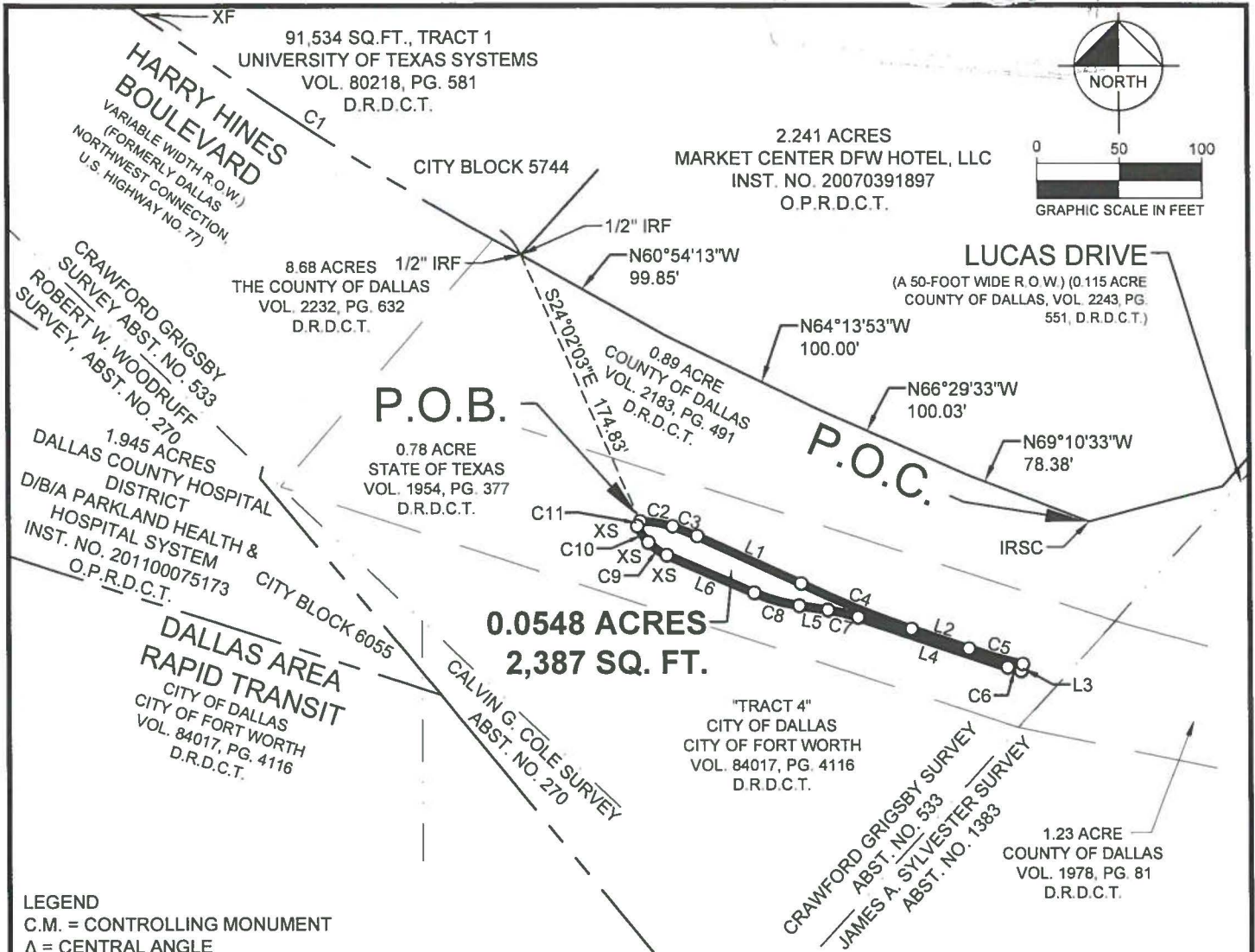
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	JAN. 2017	064424705	3 OF 4

EXHIBIT A-TRACT 4



LEGEND

- C.M. = CONTROLLING MONUMENT
- Δ = CENTRAL ANGLE
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRF = IRON ROD FOUND
- XF/XS = "X" CUT IN CONCRETE FOUND/SET
- D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- R.O.W. = RIGHT-OF-WAY
- INST. NO. = INSTRUMENT NUMBER
- VOL. , PG. = VOLUME , PAGE
- ABST. NO. = ABSTRACT NUMBER
- = LICENSE AGREEMENT CORNER

NOTES

All corners of the license agreement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.

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

(For SPRG use only)

Reviewed By: A. Rodriguez

Date: 2/17/17

SPRG NO: 3995

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LICENSE AGREEMENT
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 NORTHWEST CONNECTION, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCK 5744 & 6055
 CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 533
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	JAN. 2017	064424705	4 OF 4

BEING a 3,669 square foot (0.0842-acre) tract of land situated in the Hiram Bennett Survey, Abstract No. 83, City of Dallas, Dallas County, Texas; and being part of Harry Hines Boulevard (formerly Dallas Northwest Connection, Bennett Road, and U.S. Highway No. 77) adjacent to City of Dallas Blocks 5758 & 6060 and part of a 1.244 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 2176, Page 268, Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of southeast right-of-way line of Treadway Street (a variable width right-of-way, created by deed to the City of Dallas, recorded in Volume 4346, Page 542, Deed Records of Dallas County, Texas and by Warranty Deed to the City of Dallas, recorded in Volume 4149, Page 433, Deed Records of Dallas County, Texas) and the northeast right-of-way line of Harry Hines Boulevard (a variable width right-of-way) in the northeast line of a 0.51 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 2176, Page 267, Deed Records of Dallas County, Texas and being at the west corner of a 17.7390 acre tract of land described as "Tract 1" in Warranty Deed to Board of Regents of the University of Texas System recorded in Instrument No. 20080251751 of the Official Public Records of Dallas County, Texas;

THENCE departing said northeast right-of-way line, said southwest line of Tract 1 and the northeast line of said 0.51 acre tract; over and across said 0.51 acre tract, South 24°20'52" East, at a distance of 95.5 feet, passing the southwest line of said 0.51 acre tract and the northeast line of said 1.244 acre tract, continuing over and across said 1.244 acre tract, in all a total distance of 188.37 feet to a 5/8" iron rod with plastic cap stamped "KHA" set the beginning of a curve to the right having a central angle of 3°10'01", a radius of 1019.93 feet, a chord bearing and distance of South 50°16'05" East, 56.32 feet, and for the **POINT OF BEGINNING**;

THENCE over and across said 1.244 acre tract, the following courses and distances:

In a southeasterly direction, with said curve to the right, an arc distance of 56.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 48°41'09" East, a distance of 18.29 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 49°44'49", a radius of 48.91 feet, a chord bearing and distance of South 23°48'45" East, 41.15 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 42.47 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a compound curve to the right having a central angle of 83°20'33", a radius of 3.00 feet, a chord bearing and distance of South 42°43'56" West, 3.99 feet;

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 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3996

LICENSE AGREEMENT
 PART OF HARRY HINES BOULEVARD (FORMERLY DALLAS NORTHWEST CONNECTION, BENNETT ROAD, U.S. HIGHWAY NO. 77) ADJACENT TO BLOCKS 5758 & 6060 HIRAM BENNETT SURVEY, ABSTRACT NO. 83 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	JAN. 2017	064424705	1 OF 3

In a southwesterly direction, with said curve to the right, an arc distance of 4.36 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a compound curve to the right having a central angle of 48°12'06", a radius of 48.91 feet, a chord bearing and distance of North 71°29'44" West, 39.94 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 41.15 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 47°23'41" West, a distance of 75.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 42°36'19" East, a distance of 33.53 feet to the **POINT OF BEGINNING** and containing 3,669 square feet or 0.0842 acres of land.

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

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	3°10'01"	1019.13'	56.33'	S50°16'05"E	56.32'
C2	49°44'49"	48.91'	42.47'	S23°48'45"E	41.15'
C3	83°20'33"	3.00'	4.36'	S42°43'56"W	3.99'
C4	48°12'06"	48.91'	41.15'	N71°29'44"W	39.94'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S48°41'09"E	18.29'
L2	N47°23'41"W	75.77'
L3	N42°36'19"E	33.53'

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 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3996

LICENSE AGREEMENT
 PART OF HARRY HINES BOULEVARD (FORMERLY DALLAS NORTHWEST CONNECTION, BENNETT ROAD, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCKS 5758 & 6060
 HIRAM BENNETT SURVEY, ABSTRACT NO. 83
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

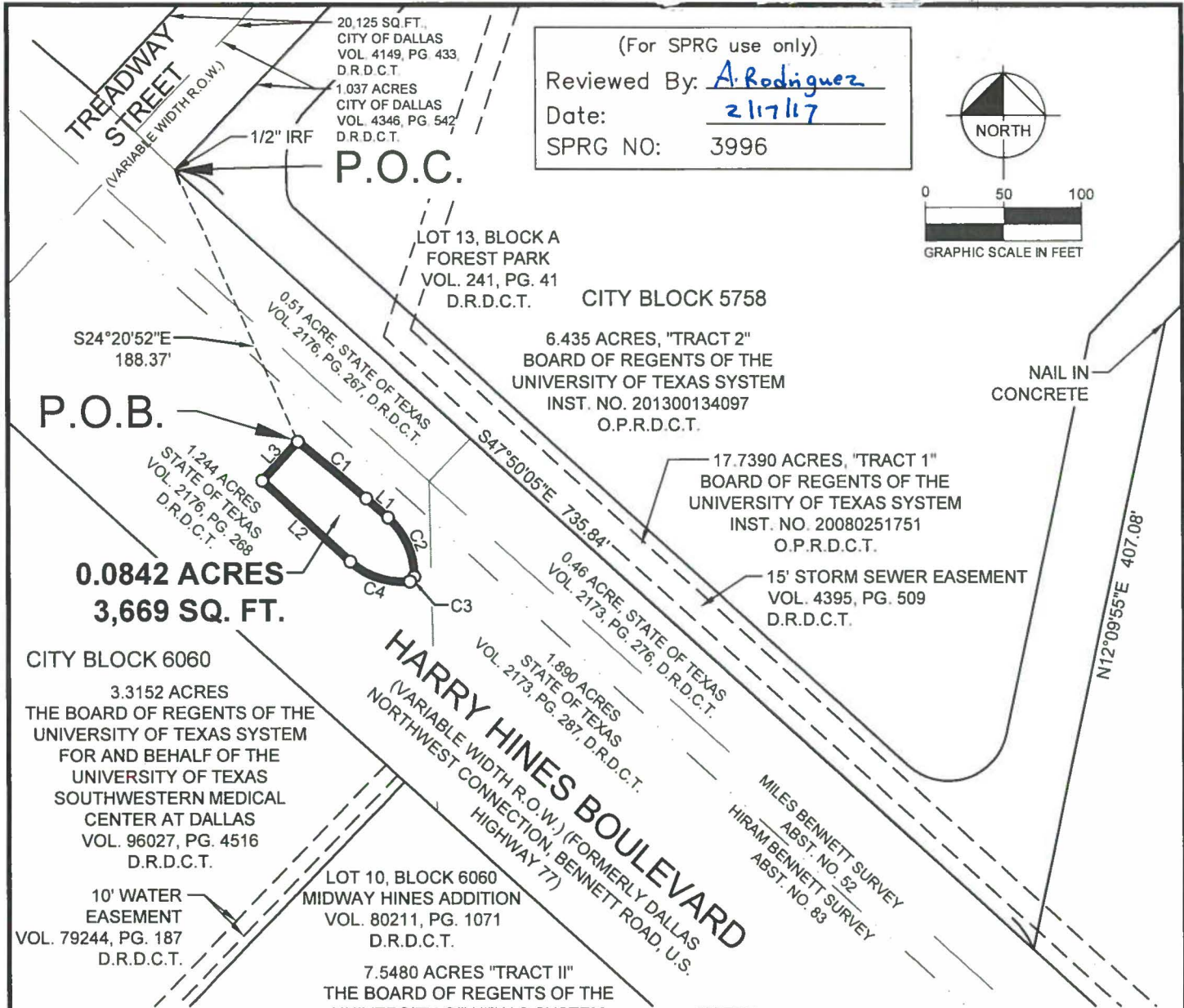
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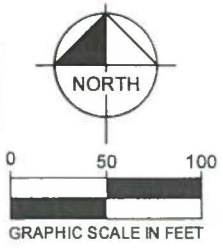
Kimley»Horn		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
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N/A	SRD	DAB	JAN. 2017	064424705	2 OF 3		

EXHIBIT A-TRACT 5

Exhibit A



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Reviewed By: A. Rodriguez
Date: 2/17/17
SPRG NO: 3996



LEGEND
C.M. = CONTROLLING MONUMENT
Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRF = IRON ROD FOUND
XF/XS = "X" CUT IN CONCRETE FOUND/SET
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
R.O.W. = RIGHT-OF-WAY
INST. NO. = INSTRUMENT NUMBER
VOL., PG. = VOLUME, PAGE
ABST. NO. = ABSTRACT NUMBER
O = LICENSE AGREEMENT CORNER

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NOTES

All corners of the license agreement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.

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

LICENSE AGREEMENT
PART OF HARRY HINES BOULEVARD (FORMERLY DALLAS NORTHWEST CONNECTION, BENNETT ROAD, U.S. HIGHWAY NO. 77)
ADJACENT TO BLOCKS 5758 & 6060
HIRAM BENNETT SURVEY, ABSTRACT NO. 83
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

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Fax No. (972) 239-3820

Scale 1" = 100'	Drawn by SRD	Checked by DAB	Date JAN 2017	Project No. 064424705	Sheet No. 3 OF 3
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BEING a 3,157 square foot (0.075 acres) tract of land situated in the Hiram Bennett Survey, Abstract No.83, City of Dallas, Dallas County, Texas; and being part of Harry Hines Boulevard (formerly Dallas Northwest Connection, Bennett Road, U.S. Highway No. 77) adjacent to City of Dallas Blocks 5758 & 6060; and part of a 1.89 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 2173, Page 287, Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of southeast right-of-way line of Treadway Street (a variable width right-of-way, created by deed to the City of Dallas, recorded in Volume 4346, Page 542, Deed Records of Dallas County, Texas and by Warranty Deed to the City of Dallas, recorded in Volume 4149, Page 433, Deed Records of Dallas County, Texas) and the northeast right-of-way line of Harry Hines Boulevard (a variable width right-of-way) in the northeast line of a 0.51 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 2176, Page 267, Deed Records of Dallas County, Texas and being at the west corner of a 17.7390 acre tract of land described as "Tract 1" in Warranty Deed to Board of Regents of the University of Texas System recorded in Instrument No. 20080251751 of the Official Public Records of Dallas County, Texas;

THENCE with said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.51 acre tract and the northeast line of a 0.46 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 2173, Page 276, Deed Records of Dallas County, Texas and the southwest line of said Tract 1, South 47°50'05" East, a distance of 735.84 feet to a point, from which a nail in concrete found bears, North 12°09'55" East, a distance of 407.08 feet;

THENCE departing said northeast right-of-way line and the northeast line of said 0.46 acre tract, over and across said 0.46 acre tract, North 63°59'12" West, at a distance of 132.5 feet, passing the southwest line of said 0.46 acre tract and the northeast line of said 1.89 acre tract, continuing over an across said 1.89 acre tract, a total distance of 285.72 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING**;

THENCE over and across said 1.89 acre tract, the following courses and distances:

South 42°06'01" West, a distance of 30.18 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 47°53'59" West, a distance of 82.55 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 38°32'36", a radius of 45.00 feet, a chord bearing and distance of North 28°37'41" West, 29.70 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 30.27 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3997

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LICENSE AGREEMENT
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 ROAD, U.S. HIGHWAY NO. 77)
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North 9°21'23" West, a distance of 4.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 99°55'23", a radius of 2.00 feet, a chord bearing and distance of North 40°36'19" East, 3.06 feet;
 In a northeasterly direction, with said curve to the right, an arc distance of 3.49 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 South 89°26'00" East, a distance of 5.23 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 41°32'01", a radius of 45.00 feet, a chord bearing and distance of South 68°39'59" East, 31.91 feet;
 In a southeasterly direction, with said curve to the right, an arc distance of 32.62 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 South 47°53'59" East, a distance of 80.10 feet to the **POINT OF BEGINNING** and containing 3,157 square feet or 0.0725 acres of land.

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

CURVE TABLE						LINE TABLE		
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	BEARING	LENGTH
C1	38°32'36"	45.00'	30.27'	N28°37'41"W	29.70'	L1	S42°06'01"W	30.18'
C2	99°55'23"	2.00'	3.49'	N40°36'19"E	3.06'	L2	N47°53'59"W	82.55'
C3	41°32'01"	45.00'	32.62'	S68°39'59"E	31.91'	L3	N09°21'23"W	4.07'
						L4	S89°26'00"E	5.23'
						L5	S47°53'59"E	80.10'

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3997

LICENSE AGREEMENT
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 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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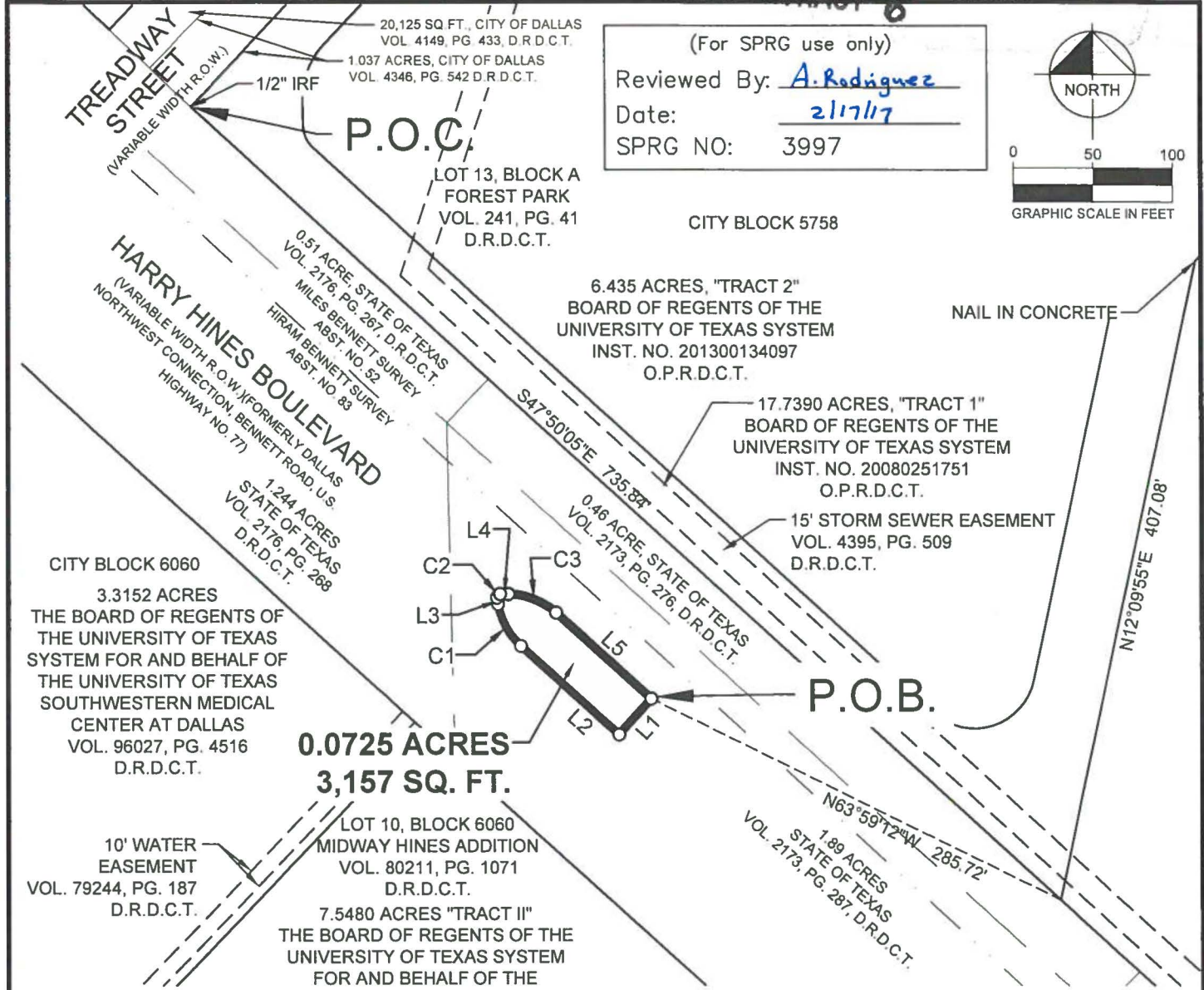
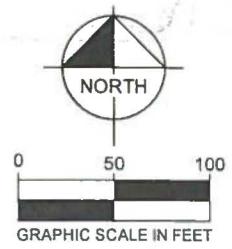
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	JAN. 2017	064424705	2 OF 3

EXHIBIT A-TRACT 6

Exhibit A

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3997



0.0725 ACRES
3,157 SQ. FT.

- LEGEND**
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 - P.O.C. = POINT OF COMMENCING
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 - INST. NO. = INSTRUMENT NUMBER
 - VOL., PG. = VOLUME, PAGE
 - ABST. NO. = ABSTRACT NUMBER
 - = LICENSE AGREEMENT CORNER

NOTES

All corners of the license agreement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.

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

LICENSE AGREEMENT
 PART OF HARRY HINES BOULEVARD (FORMERLY DALLAS NORTHWEST CONNECTION, BENNETT ROAD, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCKS 5758 & 6060
 HIRAM BENNETT SURVEY, ABSTRACT NO. 83
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
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Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MTC	SRD	JAN. 2017	064424705	3 OF 3

BEING a 933 square feet (0.0214 acres) tract of land situated in the Hiram Bennett Survey, Abstract No.83, City of Dallas, Dallas County, Texas; and being part of Harry Hines Boulevard (formerly Northwest Connection, Bennett Road, U.S. Highway No. 77) adjacent to City of Dallas Blocks 5758 & 6060; and part of a 1.89 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 2173, Page 287, Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of southeast right-of-way line of Treadway Street (a variable width right-of-way, created by deed to the City of Dallas, recorded in Volume 4346, Page 542, Deed Records of Dallas County, Texas and by Warranty Deed to the City of Dallas, recorded in Volume 4149, Page 433, Deed Records of Dallas County, Texas) and the northeast right-of-way line of Harry Hines Boulevard (a variable width right-of-way) in the northeast line of a 0.51 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 2176, Page 267, Deed Records of Dallas County, Texas and being at the west corner of a 17.7390 acre tract of land described as "Tract 1" in Warranty Deed to Board of Regents of the University of Texas System recorded in Instrument No. 20080251751 of the Official Public Records of Dallas County, Texas;

THENCE with said northeast right-of-way line of Harry Hines Boulevard, the northeast line of said 0.51 acre tract and the northeast line of a 0.46 acre tract of land described in Right-of-Way Deed to the State of Texas, recorded in Volume 2173, Page 276, Deed Records of Dallas County, Texas and the southwest line of said Tract 1, South 47°50'05" East, a distance of 735.84 feet to a point, from which a nail in concrete found bears, North 12°09'55" East, a distance of 407.08 feet;

THENCE departing said northeast right-of-way line and the northeast line of said 0.46 acre tract, over and across said 0.46 acre tract, North 75°37'33" West, at a distance of 78.8 feet, passing the southwest line of said 0.46 acre tract and the northeast line of said 1.89 acre tract, continuing over an across said 1.89 acre tract, a total distance of 224.30 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING**;

THENCE over and across said 1.89 acre tract, the following courses and distances:
 South 42°06'01" West, a distance of 67.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
 South 47°50'04" East, a distance of 12.52 feet to a 5/8" iron rod with plastic cap stamped "KHA" for corner;
 South 42°09'56" West, a distance of 17.92 feet to a 5/8" iron rod with plastic cap stamped "KHA" in the southwest right-of-way line of said Harry Hines Boulevard, the southwest line of said 1.89 acre tract, the northeast line of a 7.5480 acre tract of land described as "Tract II" in Special Warranty Deed to the Board of Regents of the University of Texas System for and behalf of the University of Texas Southwestern Medical Center at Dallas, recorded in Volume 96027, Page 4522, Deed Records of Dallas County, Texas;

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3998

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LICENSE AGREEMENT
 PART OF HARRY HINES BOULEVARD (FORMERLY
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 ROAD, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCKS 5758 & 6060
 HIRAM BENNETT SURVEY, ABSTRACT NO. 83
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	JAN. 2017	064424705	1 OF 3

THENCE with the southwest right-of-way line of said Harry Hines Boulevard, the southwest line of said 1.89 acre tract, the northeast line of said Tract II, North 47°50'04" West, a distance of 5.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" for corner;

THENCE departing the southwest right-of-way line of said Harry Hines Boulevard, the southwest line of said 1.89 acre tract, the northeast line of said Tract II, over and across said 1.89 acre tract, the following courses and distances to wit:

- North 42°09'56" East, a distance of 5.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" for corner;
- North 47°50'04" West, a distance of 12.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" for corner;
- North 42°06'01" East, a distance of 74.56 feet to a 5/8" iron rod with plastic cap stamped "KHA" for corner;
- North 47°53'59" West, a distance of 70.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" for corner;
- North 42°06'01" East, a distance of 5.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" for corner;
- South 47°53'59" East, a distance of 75.99 feet to the **POINT OF BEGINNING** and containing 933 square feet or 0.0214 acres of land.

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

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S42°06'01"W	67.50'	L5	N42°09'56"E	5.86'	L9	N42°06'01"E	5.00'
L2	S47°50'04"E	12.52'	L6	N47°50'04"W	12.50'	L10	S47°53'59"E	75.99'
L3	S42°09'56"W	17.92'	L7	N42°06'01"E	74.56'			
L4	N47°50'04"W	5.00'	L8	N47°53'59"W	70.99'			

(For SPRG use only)

Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3998

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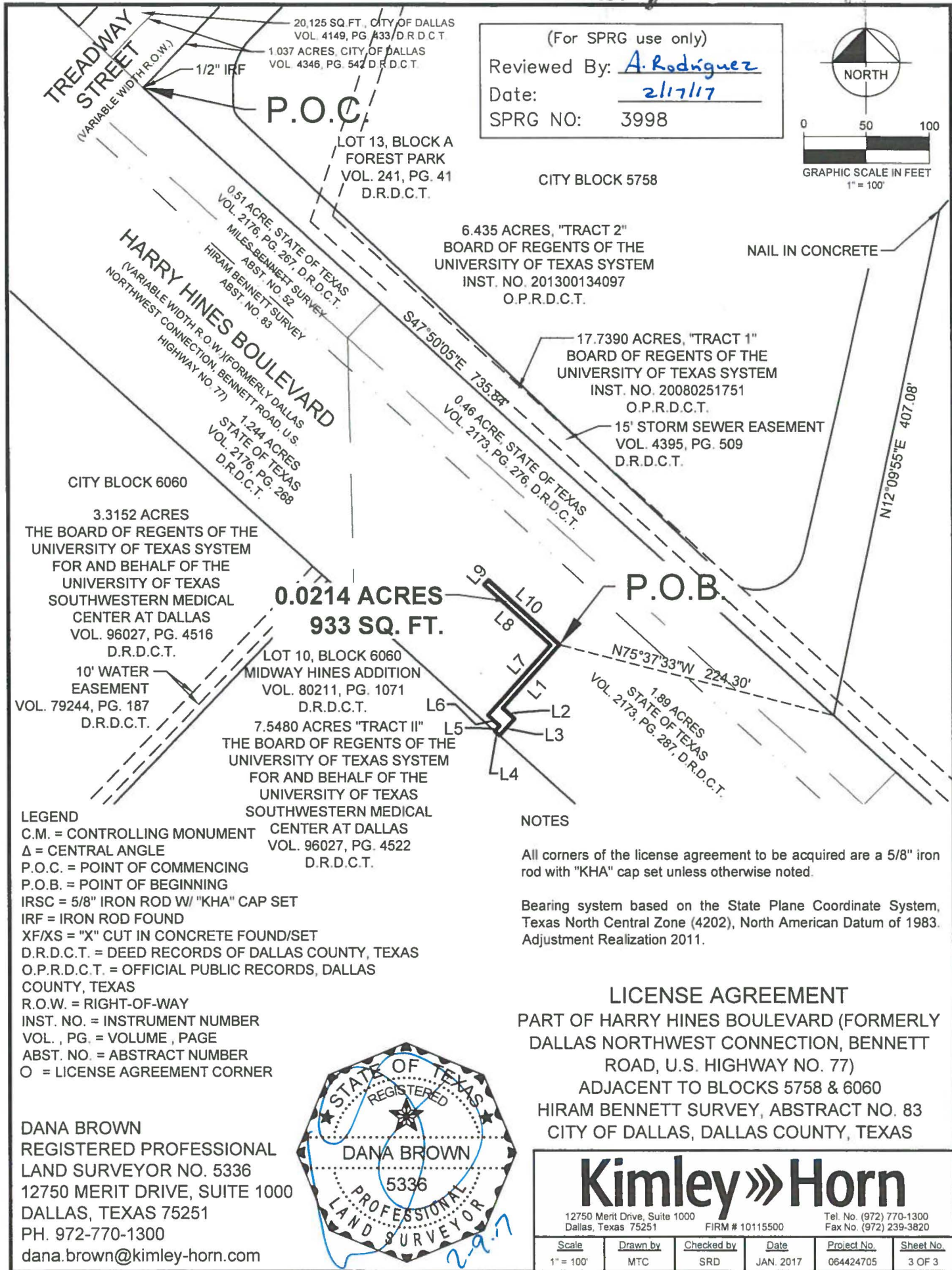


LICENSE AGREEMENT
 PART OF HARRY HINES BOULEVARD (FORMERLY
 DALLAS NORTHWEST CONNECTION, BENNETT
 ROAD, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCKS 5758 & 6060
 HIRAM BENNETT SURVEY, ABSTRACT NO. 83
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

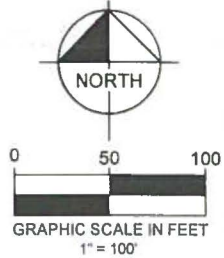
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MTC	SRD	JAN. 2017	064424705	2 OF 3



(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3998



6.435 ACRES, "TRACT 2"
 BOARD OF REGENTS OF THE
 UNIVERSITY OF TEXAS SYSTEM
 INST. NO. 201300134097
 O.P.R.D.C.T.

17.7390 ACRES, "TRACT 1"
 BOARD OF REGENTS OF THE
 UNIVERSITY OF TEXAS SYSTEM
 INST. NO. 20080251751
 O.P.R.D.C.T.
 15' STORM SEWER EASEMENT
 VOL. 4395, PG. 509
 D.R.D.C.T.

3.3152 ACRES
 THE BOARD OF REGENTS OF THE
 UNIVERSITY OF TEXAS SYSTEM
 FOR AND BEHALF OF THE
 UNIVERSITY OF TEXAS
 SOUTHWESTERN MEDICAL
 CENTER AT DALLAS
 VOL. 96027, PG. 4516
 D.R.D.C.T.

0.0214 ACRES
 933 SQ. FT.

LOT 10, BLOCK 6060
 MIDWAY HINES ADDITION
 VOL. 80211, PG. 1071
 D.R.D.C.T.
 7.5480 ACRES "TRACT II"
 THE BOARD OF REGENTS OF THE
 UNIVERSITY OF TEXAS SYSTEM
 FOR AND BEHALF OF THE
 UNIVERSITY OF TEXAS
 SOUTHWESTERN MEDICAL
 CENTER AT DALLAS
 VOL. 96027, PG. 4522
 D.R.D.C.T.

1.89 ACRES
 STATE OF TEXAS
 VOL. 2173, PG. 287, D.R.D.C.T.

- LEGEND**
- C.M. = CONTROLLING MONUMENT
 - Δ = CENTRAL ANGLE
 - P.O.C. = POINT OF COMMENCING
 - P.O.B. = POINT OF BEGINNING
 - IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
 - IRF = IRON ROD FOUND
 - XF/XS = "X" CUT IN CONCRETE FOUND/SET
 - D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
 - O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 - R.O.W. = RIGHT-OF-WAY
 - INST. NO. = INSTRUMENT NUMBER
 - VOL. , PG. = VOLUME , PAGE
 - ABST. NO. = ABSTRACT NUMBER
 - = LICENSE AGREEMENT CORNER

- NOTES**
- All corners of the license agreement to be acquired are a 5/8" iron rod with "KHA" cap set unless otherwise noted.
 - Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. Adjustment Realization 2011.

LICENSE AGREEMENT
 PART OF HARRY HINES BOULEVARD (FORMERLY
 DALLAS NORTHWEST CONNECTION, BENNETT
 ROAD, U.S. HIGHWAY NO. 77)
 ADJACENT TO BLOCKS 5758 & 6060
 HIRAM BENNETT SURVEY, ABSTRACT NO. 83
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

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Scale 1" = 100'	Drawn by MTC	Checked by SRD	Date JAN 2017	Project No. 064424705	Sheet No. 3 OF 3
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BEING an 81 square foot (0.0019-acres) tract of land situated in the Miles Bennet Survey, Abstract No. 52, City of Dallas, Dallas County, Texas; being part of Forest Park Road (formerly Forest Avenue) adjacent to Block C/5759 and Block D/2371 created by plat of Forest Park, an addition to the City of Dallas, Texas recorded in Volume 241, Page 41, Map Records of Dallas County, Texas and part of a 0.458 acre tract of land described as "Fourth Tract" in easement to the City of Dallas, recorded in Volume 4346, Page 542, Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" set in the southwest right-of-way line of Forest Park Road (a 70-foot wide right-of-way), and the northeast line of a 8.295 acre tract of land described in Special Warranty Deed to the Board of Regents of the University of Texas System for and on behalf of the University of Texas Southwestern Medical Center at Dallas, recorded in Volume 92146, Page 4605, Deed Records of Dallas County, Texas; from which the northernmost end of a right-of-way corner clip at the intersection of said southwest right-of-way line and the northwest right-of-way line of Inwood Road (a variable width right-of-way, per said plat of Forest Park) bears South 46°11'55" East, a distance of 1.14 feet;

THENCE with said southwest right-of-way line and said northeast line of the 8.295 acre tract, North 46°11'55" West, a distance of 1.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing said southwest right-of-way line and said northeast line, over and across said 0.458 acre tract and said Forest Park Road, the following courses and distances to wit:

North 34°56'27" East, at a distance of 5.06 feet, passing the northeast line of said 0.458 acre tract and the southwest line of said Forest Park Road, continuing in all a total distance of 56.22 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 42°42'45" West, a distance of 3.98 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 47°17'15" East, a distance of 5.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 42°42'45" East, a distance of 5.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner from which a "X" cut in concrete found at the westernmost end of a right-of-way corner clip at the intersection of the northeast right-of-way line of Forest Park Road and said northwest right-of-way line of Inwood Road bears North 86°29'14" East, a distance of 12.95 feet;

South 47°17'15" West, a distance of 5.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 34°56'27" West, a distance of 56.16 feet to the **POINT OF BEGINNING** and containing 81 square feet or 0.0019 acres of land.

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

(For SPRG use only)

Reviewed By: A. Rodriguez
 Date: 2/17/17
 SPRG NO: 3999

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LICENSE AGREEMENT
 FOREST PARK ROAD (FORMERLY FOREST AVENUE)
 ADJACENT TO BLOCKS C/5759 & D/2371
 MILES BENNET SURVEY, ABSTRACT NO. 52
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

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FIRM # 10115500

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	JAN. 2017	064424705	1 OF 2

**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

2

**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.

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

September 27, 2017

COUNCIL DISTRICT(S):

Outside City Limits

DEPARTMENT:

Water Utilities

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

2 T

SUBJECT

Authorize a contract for the construction of a new pump station to replace the existing Pump Station No. 1 at the Elm Fork Water Treatment Plant - BAR Constructors, Inc., lowest responsible bidder of five - Not to exceed \$50,090,500 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

The Elm Fork Water Treatment Plant located in Carrollton, Texas, originally constructed in the 1950's, is the second largest of three water treatment plants serving the customers of Dallas Water Utilities. The existing Pump Station No. 1 was constructed in 1952 and served as the plant's original raw water and potable water pump station. Due to its age, replacement of the facility is necessary to address aging infrastructure and bring the facility up to current standards and capacity requirements.

This action includes construction of a new pump station to replace the existing Pump Station No. 1 at the Elm Fork Water Treatment Plant. The new facility will incorporate newer, more efficient technology and will provide greater flexibility in pumping operations. The project includes the installation of four, 55 million gallons per day (MGD) raw water pumps and four, 40 MGD potable water pumps, as well as associated yard piping, valves, and electrical improvements necessary to connect the new pump station. Also included are post clearwell chlorine and ammonia feeds which will improve water quality into the distribution system.

The new pump station also provides a connection point for the proposed 72-inch water main between the Bachman Water Treatment Plant and the Elm Fork Water Treatment Plant. The 72-inch water main will provide additional redundancy to the existing 66-inch water main between Bachman and Elm Fork and will provide improved flexibility to transfer flows between the plants, better serving DWU's customers.

BACKGROUND (continued)

The following chart illustrates BAR Constructors, Inc.'s contractual activities with the City of Dallas for the past three years:

	<u>MSS</u>	<u>DWU</u>	<u>PKR</u>
Projects Completed	0	2	0
Change Orders	0	1	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	October 2011
Completed Design	June 2017
Begin Construction	December 2017
Complete Construction	December 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 23, 2010, City Council authorized a professional services contract with Malcolm Pirnie, Inc. to provide engineering services for the Elm Fork Water Treatment Plant water quality improvements by Resolution No. 10-1641.

On September 14, 2011, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Malcolm Pirnie, Inc. for additional engineering services for the Elm Fork Water Treatment Plant water quality improvements by Resolution No. 11-2422.

On August 28, 2013, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Malcolm Pirnie, Inc. for additional engineering services associated with water quality improvements at the Elm Fork Water Treatment Plant by Resolution No. 13-1469.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on September 25, 2017.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$50,090,500

Design	\$ 3,086,278
Construction (this action)	<u>\$50,090,500</u>
Total Project Cost	\$53,176,778

M/WBE INFORMATION

See attached.

BID INFORMATION

The following five bids with quotes were opened on July 7, 2017:

*Denotes successful bidder

<u>Bidders</u>	<u>Bid Amount</u>
*BAR Constructors, Inc. 805 Katy Street Lancaster, Texas 75146	\$50,090,500
Archer Western Construction, LLC	\$53,827,500
Eagle Contracting, LP	\$54,256,000
Quest Civil Constructors, Inc.	\$56,618,000
Balfour Beatty Infrastructure, Inc.	\$58,685,000

OWNER

BAR Constructors, Inc.

Isidro Arrambide Jr., President
Jose L. Arrambide and Michael Arrambide, Vice Presidents
Marlene A. Arrambide, Secretary/Treasurer

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a contract for the construction of a new pump station to replace the existing Pump Station No. 1 at the Elm Fork Water Treatment Plant - BAR Constructors, Inc., lowest responsible bidder of five - Not to exceed \$50,090,500 - Financing: Water Utilities Capital Improvement Funds

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$35,968,767.00	71.81%
Total non-local contracts	\$14,121,733.00	28.19%
TOTAL CONTRACT	\$50,090,500.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
DFW Aggregates, LLC	HFDB78626N0817	\$836,650.00	2.33%
BAR Constructors, Inc.	HMMB47224Y1218	\$20,762,356.00	57.72%
Total Minority - Local		\$21,599,006.00	60.05%

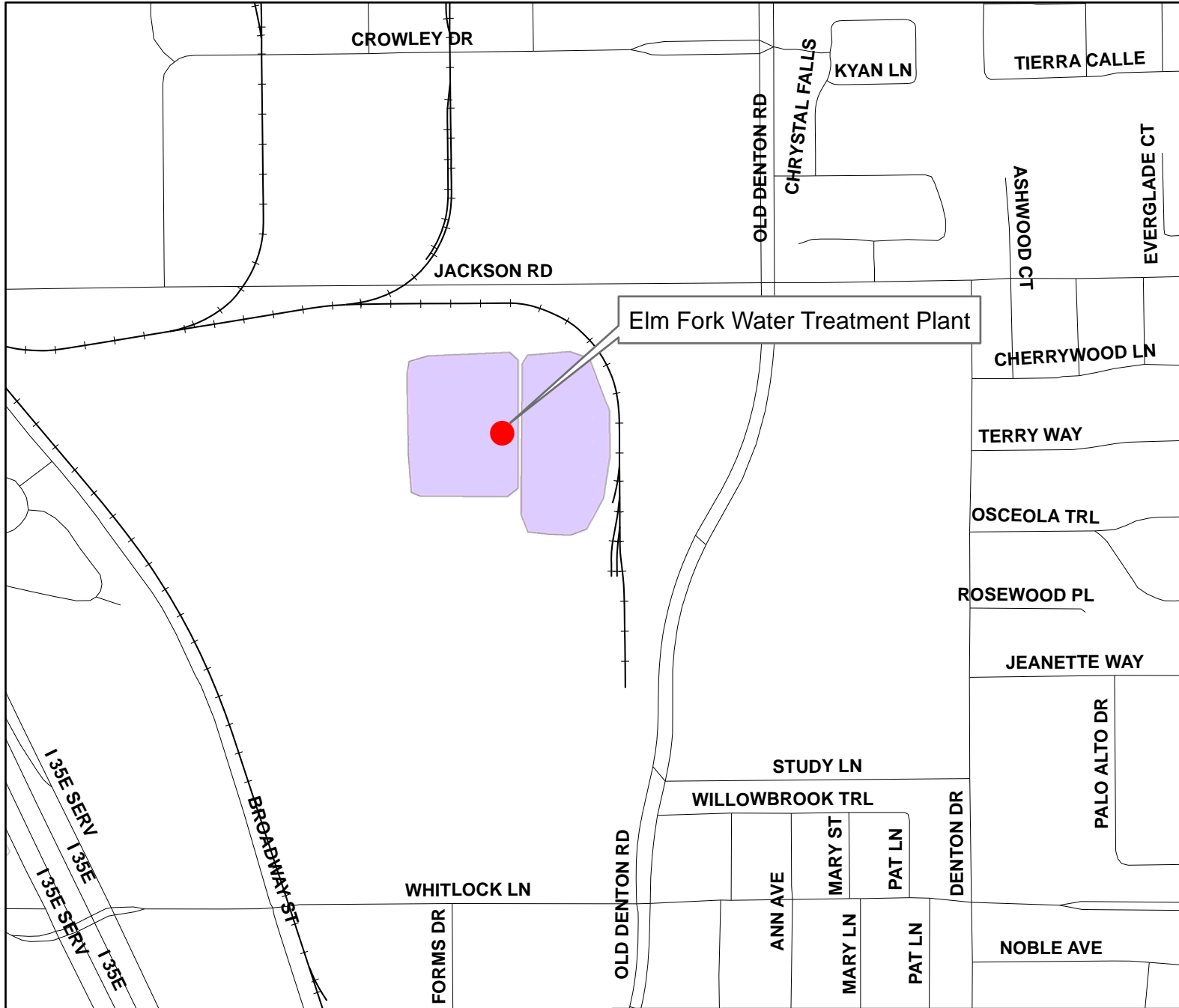
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Partnering for Success, Inc.	HFMB42467Y0618	\$19,050.00	0.13%
C. Green Scaping, LP	HFDB63808Y0817	\$10,500.00	0.07%
Ricochet Fuel Dist., Inc.	WFWB69066Y0219	\$200,000.00	1.42%
Brock Environmental Services, LLC	WFWB96114Y1118	\$750.00	0.01%
Total Minority - Non-local		\$230,300.00	1.63%

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY
Page 2

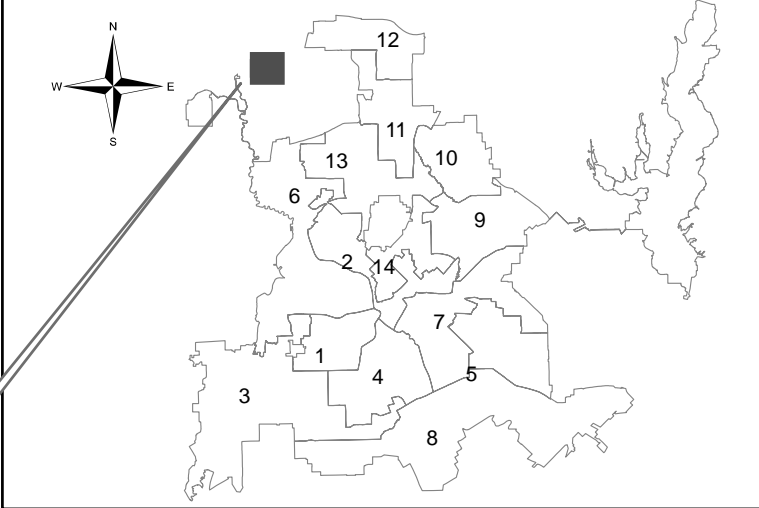
TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$21,599,006.00	60.05%	\$21,628,556.00	43.18%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$200,750.00	0.40%
Total	\$21,599,006.00	60.05%	\$21,829,306.00	43.58%



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Council District: Outside City Limits



Dallas Water Utilities
Contract No. 17-027
Elm Fork Water Treatment Plant
Replacement of Pump Station No. 1

September 27, 2017

WHEREAS, on July 7, 2017, the five bids listed below were received in response to Contract No. 17-027 for the construction of a new pump station to replace existing Pump Station No. 1 at the Elm Fork Water Treatment Plant, listed as follows:

<u>Bidders</u>	<u>Bid Amount</u>
BAR Constructors, Inc.	\$50,090,500
Archer Western Construction, LLC	\$53,827,500
Eagle Contracting, LP	\$54,256,000
Quest Civil Constructors, Inc.	\$56,618,000
Balfour Beatty Infrastructure, Inc.	\$58,685,000

WHEREAS, the bid submitted by BAR Constructors, Inc., 805 Katy Street, Lancaster, Texas 75146, in the amount of \$50,090,500, 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 BAR Constructors, Inc., in the amount of \$50,090,500, for doing the work covered by the plans, specifications, and contract documents, Contract No. 17-027, be accepted.

SECTION 2. That the City Manager is hereby authorized to sign a construction services contract with BAR Constructors, Inc., approved as to form by the City Attorney, for the construction of a new pump station to replace existing Pump Station No. 1 at the Elm Fork Water Treatment Plant, in an amount not to exceed \$50,090,500.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$50,090,500 to BAR Constructors, Inc. from Water Capital Improvement Fund, Fund 3115, Department DWU, Unit PW31, Object 4320, Program 717027, Encumbrance/Contract No. CX DWU-2017-00003120, Vendor 125824.

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: September 27, 2017

COUNCIL DISTRICT(S): All

DEPARTMENT: Sanitation Services

CMO: Jody Puckett, 670-3390

MAPSCO: N/A

SUBJECT

Authorize **(1)** an Inter-Jurisdictional Hurricane Harvey Mutual Aid Agreement by and between the City of Houston, Texas, a Texas Home-Rule City located principally in Harris County and the City of Dallas, a Texas Home-Rule City located principally in Dallas County to provide mutual aid in the form of personnel, supplies and equipment during the Hurricane Harvey disaster as well as during cleanup periods; and **(2)** the City Manager to execute agreements for services associated with lodging and incidentals resulting from participation under the Mutual Aid Agreement, with payment to vendors based only on the amount of services directed to be performed by the City to be reimbursed subject to the terms of the Mutual Aid Agreement - Not to exceed \$175,000 - Financing: Hurricane Harvey Deployment Funds

BACKGROUND

On August 25, 2017, Hurricane Harvey made landfall in parts of southern Texas as a Category 4 Hurricane, causing widespread flooding throughout areas in and around the City of Houston. The widespread flooding created vulnerability of the people and communities located in the area. Hurricane Harvey has presented equipment and manpower requirements beyond the capacity of the City of Houston. The City of Houston has requested assistance from numerous municipal and county agencies across the state specifically related to the removal of debris caused by Hurricane Harvey.

The City of Houston and the City of Dallas entered into a Mutual Aid Agreement in 2008 pursuant to Resolution No. 08-3196, approved by the Dallas City Council on November 19, 2008. That Mutual Aid Agreement extended to all services except for law enforcement. It was based on the statutes in existence in 2008.

BACKGROUND (continued)

The City of Houston has requested a Mutual Aid Agreement between the two cities to replace the existing Mutual Aid Agreement entered into in 2008. The City of Houston is no longer willing to proceed under the 2008 Agreement and wants to replace it with a new Agreement in order to update it to improve reporting requirements, make it consistent with amended statutes and limit the aid to Hurricane Harvey relief. This agreement will allow the personnel of the responding department to perform public works related response operations outside the responding party's territorial limits, but within the territorial limits of the requesting party. This agreement will allow for both the addition of personnel and/or equipment to remove debris on behalf of the requesting party. It is anticipated that these activities will not exceed 30 days of support on behalf of the requesting party. Activities performed and associated costs such as personnel, equipment, housing and supplies associated with the activities are eligible for reimbursement by the requesting party.

The City of Dallas is prepared to respond with a Response Team comprising personnel from Dallas Water Utilities, Trinity Watershed Management, Street Services and Sanitation Services, (utilizing about 35% of bulk and brush collection program staffing). In order to provide assistance for debris removal, the City of Dallas bulk and brush service will be temporarily modified. The temporary bulk and brush program modification maintains the current monthly collection schedule and would only be for the months of October, November, and December 2017, with a return to the normal program in January 2018. The modified collection cycle would be as follows: (1) October and December - brush/yard waste only, (2) November - bulk waste only. Again, other services would remain unaffected.

The cost associated with the mutual aid response has an estimated Federal Emergency Management Agency reimbursement value of \$1.8 million (personnel, equipment, lodging). The new Agreement provides for full reimbursement of actual and reasonable expenses in providing aid, regardless of whether the City of Houston receives reimbursement from the federal government or other sources. Though only public works and waste management services are being requested, the new Agreement will extend to all services except for law enforcement and fire protection. These public safety services are not being requested. At the City of Houston's request, this new Agreement only extends to aid for Hurricane Harvey relief.

This action authorizes the City Manager to enter into a formal agreement for mutual aid with the City of Houston that will replace the existing 2008 Agreement and extend only to Hurricane Harvey relief, and which will allow for coordination of effort, provide that adequate equipment is available, and help ensure that mutual aid is accomplished with proper documentation of the work performed under the agreement. This action also authorizes the City Manager to execute agreements for services associated with lodging and incidentals resulting from participation under the Mutual Aid Agreement, with payment to vendors based only on the amount of services directed to be performed by the City to be reimbursed subject to the terms of the Mutual Aid Agreement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 19, 2008, City Council authorized a Memorandum of Understanding by and between the City of Houston and the City of Dallas to provide mutual aid between both parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies as well as during cleanup periods, by Resolution No. 08-3169.

On August 30, 2018, City Council appropriated \$5,000,000 for the Hurricane Harvey Deployment Fund (F533) and the Hurricane Harvey Shelter Operations Fund (F534) to be reimbursed, from among other sources, in accordance with Sections 418.020 and 418.118 of the Texas Government Code, and an additional amount of \$3,000,000 if upon the recommendation of the City Manager, the Mayor determines the increase to be necessary by Resolution No. 17-1370.

Information about this item will be provided to the Quality of Life, Arts & Culture and Mobility Solutions, Infrastructure and Sustainability Committees on September 25, 2017.

FISCAL INFORMATION

Hurricane Harvey Deployment Funds - The cost associated with the mutual aid response has an estimated Federal Emergency Management Agency reimbursement value of \$1.8 million (personnel, equipment, lodging)

Hurricane Harvey Deployment Funds - \$175,000 - lodging and incidentals resulting from participation under the Mutual Aid Agreement, with payment to vendors based only on the amount of services directed to be performed by the City to be reimbursed subject to the terms of the Mutual Aid Agreement.

September 27, 2017

WHEREAS, the City of Dallas recognizes the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual governmental entity; and

WHEREAS, Hurricane Harvey has developed into one of the greatest weather events to affect Texas; and

WHEREAS, the City of Houston has been particularly hard-hit by Hurricane Harvey, especially through a record-setting rainfall and associated reservoir releases that has caused historic flooding in the City of Houston; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of mutual aid to provide assistance in removing debris that may result in a public health and safety hazard; and

WHEREAS, the Parties recognize that a formal agreement for mutual aid would allow for a coordinated effort, provide that adequate equipment is available, and help ensure that mutual aid is accomplished in the minimum time possible and with proper documentation of the work performed under this Agreement; and

WHEREAS, the City of Dallas may provide debris removal assistance through the use of City forces and equipment for a duration of up to 30 days; and

WHEREAS, the City of Dallas is prepared to respond with a Response Team comprising personnel from Dallas Water Utilities, Trinity Watershed Management, Street Services and Sanitation Services, (utilizing about 35% of bulk and brush collection program staffing); and

WHEREAS, providing mutual aid assistance will require a temporary modification to the bulk and brush program while maintaining the current monthly collection schedule; and

WHEREAS, the City of Houston through the Mutual Aid Agreement agrees to reimburse the City of Dallas for activities following submittal of reimbursement requests; and

WHEREAS, on August 30, 2017, City Council appropriated \$5,000,000 for the Hurricane Harvey Deployment Fund (F533) and the Hurricane Harvey Shelter Operations Fund (F534) to be reimbursed, from among other sources, in accordance with Sections 418.020 and 418.118 of the Texas Government Code, and an additional amount of \$3,000,000 if upon the recommendation of the City Manager, the Mayor determines the increase to be necessary by Resolution No. 17-1370; and

WHEREAS, the City of Dallas finds that an emergency or extraordinary need exists and the City must assist with providing operational support to remove debris that may result in a public health safety hazard.

September 27, 2017

Now, Therefore,

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

SECTION 1. That the City Manager be authorized to execute an INTER-JURISDICTIONAL HURRICANE HARVEY MUTUAL AID AGREEMENT by and between the City of Houston, Texas, a Texas Home-Rule City located principally in Harris County and the City of Dallas, a Texas Home-Rule City located principally in Dallas County to provide mutual aid in the form of personnel, supplies and equipment during the Hurricane Harvey disaster as well as during cleanup periods.

SECTION 2. That this agreement shall cover all services within the general governmental functions of local government that may be necessary for recovery from a disaster or emergency, excluding law enforcement and fire protection.

SECTION 3. That all costs associated with the provision of mutual aid shall be reimbursed by the requesting Party out of current funds as set out in the Agreement and Requesting Party shall be bound to reimburse the Party providing aid for services pursuant to a Party's request, regardless of whether the Party requesting aid receives aid, grants, or reimbursement from any source.

SECTION 4. That the Chief Financial Officer is hereby authorized to receive and deposit all reimbursements from the City of Houston in the Hurricane Harvey Deployment Fund, F533, Revenue Code 6512, various Departments and Units, for expenses related to this mutual aid agreement, including lodging and incidentals for the debris removal activities to be performed by the City.

SECTION 5. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$175,000 from Hurricane Harvey Deployment Fund, Fund F533, various Departments and Units, for lodging and incidentals for the debris removal activities to be performed by the City, as follows:

<u>Fund</u>	<u>Department</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>
F533	SDM	3548	3099*	To be determined
F533	DWU	3342	3099*	To be determined
F533	SAN	3402	3099*	To be determined

*Object codes not limited to this list.

SECTION 6. That the City Manager is hereby authorized to execute agreements for services associated with lodging and incidentals resulting from participation under the Mutual Aid Agreement in an amount not to exceed \$175,000, with payment to vendors based only on the amount of services directed to be performed by the City.

September 27, 2017

SECTION 7. That this contract is designated as Contract No. CMO-2017-00003936.

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