

AGENDA ITEM # 6

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

April 25, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Department of Aviation

CMO:

Jody Puckett, 670-3390

MAPSCO:

33D H; 34A E F J K

SUBJECT

Authorize **(1)** a professional services contract with HNTB Corporation for design, planning, engineering and construction document services for the Runway 13R/31L Reconstruction Project at Dallas Love Field; and **(2)** an increase in appropriations in an amount not to exceed \$5,096,677 in the Aviation Near Term Passenger Facility Charge Fund - Not to exceed \$5,096,677 - Financing: Aviation Near Term Passenger Facility Charge Funds

BACKGROUND

On December 1, 2017, 6 firms submitted a qualifications package in response to the City of Dallas' Request for Qualifications for design engineering services for the Dallas Airport System Reconstruct Runway 13R-31L Project. Of those 6 firms, 3 firms were shortlisted. The firms selected to receive a Request for Proposal were HNTB Corporation, Kimley-Horn and Associates, Inc. and CH2M Hill Engineers, Inc. On February 8, 2018 proposals were received from all 3 firms. On February 15, 2018, the selection committee determined the most qualified firm was HNTB Corporation.

This action will authorize a Professional Services Contract with HNTB Corporation for design, planning, engineering, and construction document services for the Runway 13R/31L Reconstruction project at Dallas Love Field.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	April 2018
Complete Design	September 2019
Begin Construction	June 2020
Complete Construction	March 2021

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 23, 2018.

FISCAL INFORMATION

Aviation Near Term Passenger Facility Funds - \$5,096,677.00

Design (this action)	\$ 5,096,677.00
Construction Administration	\$ 4,008,411.00 (est.)
Materials Testing Services	\$ 500,000.00 (est.)
FAA Other Transaction Agreement (OTA)	\$ 1,100,000.00 (est.)
Construction	<u>\$76,963,750.00 (est.)</u>
Total Contract Cost	\$87,668,838.00 (est.)

PROPOSAL INFORMATION

The following proposals were received from solicitation number CIZ1690. This service contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
*HNTB Corporation	2001 Bryan Street, Suite, 1500 Dallas, Texas 75201	344
Kimley Horn and Associates, Inc.	13455 Noel Road Two Galleria Tower, Suite 700 Dallas, Texas 75240	311
CH2M Hill Engineers, Inc.	12750 Merit Drive Dallas, Texas, 75251	275

DBE INFORMATION

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

<u>Contract Amount</u>	<u>Category</u>	<u>DBE Goal</u>	<u>DBE %</u>	<u>DBE \$</u>
\$5,096,677	Architecture & Engineering	24.36%	28.14%	\$1,434,114

- This contract exceeds the DBE goal of 24.36%

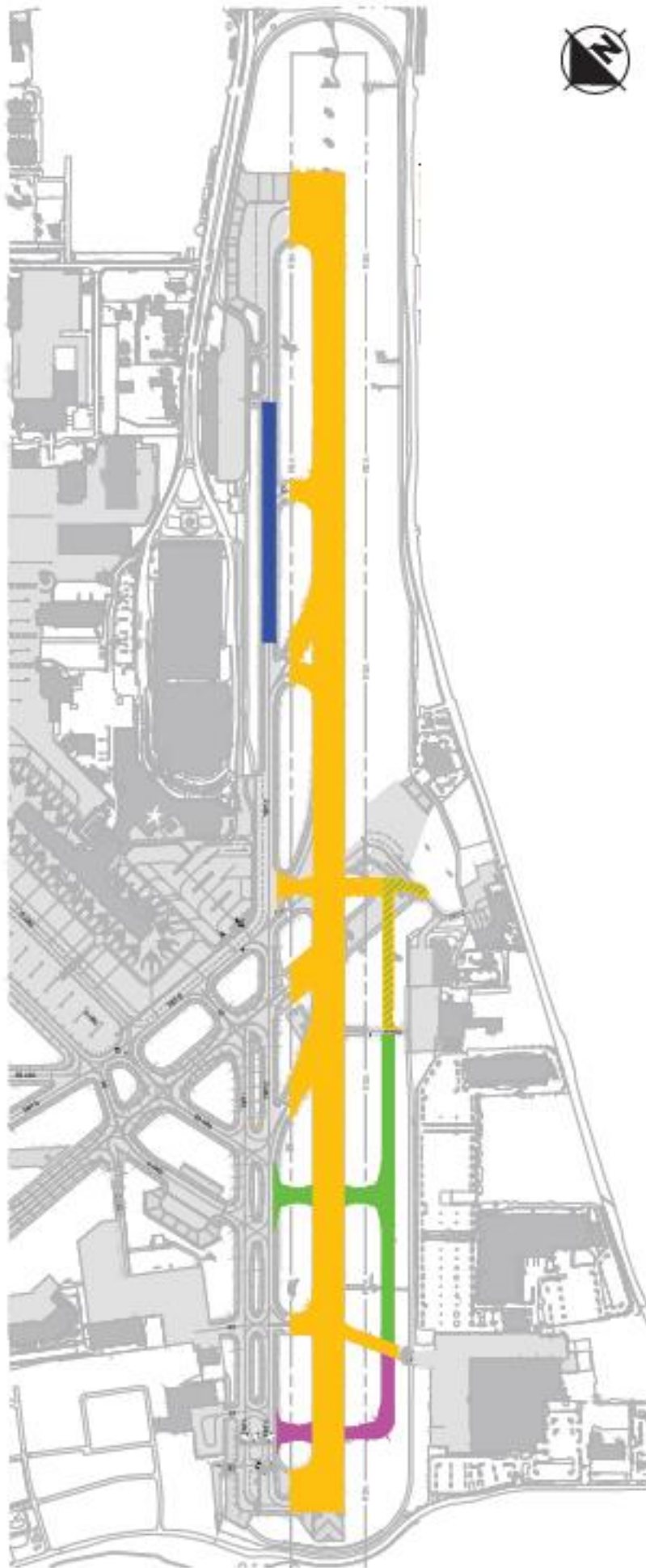
OWNER

HNTB Corporation

Wayne Feuerborn, Vice President

MAP

Attached



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

Figure 5. Scope Options (Repeated)

April 25, 2018

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

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

WHEREAS, HNTB Corporation was selected as the most value proposer of three as a result of a qualifications based selection process in accordance with City of Dallas procurement guidelines; and

WHEREAS, it is now desirable to authorize a professional services contract with HNTB Corporation for design, planning, engineering and construction document services for the Runway 13R/31L Reconstruction Project at Dallas Love Field, in an amount not to exceed \$5,096,677.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a professional services contract with HNTB Corporation, approved as to form by the City Attorney, to provide engineering design services for the Runway 13R/31L Reconstruction Project at Dallas Love Field, in an amount not to exceed \$5,096,677.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$5,096,677 in the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit D019, Object 4111.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$5,096,677 to HNTB Corporation, in accordance with the terms and conditions of the contract from the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit D019, Object 4111, Activity AAIP, Program AVID019, Encumbrance/Contract No. CX-AVI-2018-00005887, Commodity 92500, Vendor 352433.

April 25, 2018

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Runway 13R/31L Reconstruction project at Dallas Love Field, in an amount not to exceed \$5,096,677. Upon the approval of the PFC by the Federal Aviation Administration for this Project, the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$5,096,677 in the PFC Fund, Fund 0477, Department AVI, 0781, Object 3099; and the Chief Financial Officer is hereby authorized to transfer funds from the Aviation Passenger Facility Charge Fund, Fund 0477, Department AVI, Unit 0781, Object 3099, in an amount not to exceed \$5,096,677 from the PFC Fund to the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit D019, Activity AAIP, Object 5011, Program AVID019, Encumbrance/Contract No. CX-AVI-2018-00005887, Commodity 92500, Vendor 352433.

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

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

April 25, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Department of Aviation

CMO:

Jody Puckett, 670-3390

MAPSCO:

33D H; 34A E F J K

SUBJECT

Authorize **(1)** Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV at Dallas Love Field; and **(2)** an increase in appropriations in an amount not to exceed \$2,755,500 in the Aviation Near Term Passenger Facility Charge Fund – Not to exceed \$2,755,500, from \$5,218,504 to \$7,974,004 - Financing: Aviation Near Term Passenger Facility Charge Funds

BACKGROUND

This action will authorize Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering, and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Phase III and IV at Dallas Love Field. The project includes, reconstruction of Taxiway Bravo from the Runway 31R end to Taxiway B1, reconfigure taxiway connectors, rehabilitation of holding bay on Taxiway Bravo at Runway 31R hold-line, reconstruct Taxiway Bravo from Taxiway P to Taxiway B4 and construct a new portion of Taxiway Mike from existing Taxiway D to the existing Taxiway B4, along with new connecting taxiways.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	May 2018
Complete Design	December 2018
Begin Construction	May 2019
Complete Construction	May 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

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

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

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

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

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 23, 2018.

FISCAL INFORMATION

Aviation Near Term Passenger Facility Charge Funds - \$2,755,500.00

Design	\$ 1,323,890.00
Supplemental Agreement No. 1	\$ 48,840.00
Supplemental Agreement No. 2	\$ 314,464.00
Supplemental Agreement No. 3	\$ 1,769,340.00
Supplemental Agreement No. 4	\$ 1,737,770.00
Supplemental Agreement No. 5	\$ 24,200.00
Supplemental Agreement No. 6 (this action)	\$ 2,755,500.00
Construction Administration	\$ 1,564,000.00 (est.)
Materials Testing Services	\$ 250,000.00 (est.)
FAA Other Transaction Agreement (OTA)	\$ 100,000.00 (est.)
Construction	<u>\$29,651,000.00 (est.)</u>
Total Contract Cost	\$39,539,004.00 (est.)

DBE INFORMATION

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

<u>Contract Amount</u>	<u>Category</u>	<u>DBE Goal</u>	<u>DBE %</u>	<u>DBE \$</u>
\$2,755,500.00	Construction	24.36%	31.17%	\$858,783.00

- Supplemental Agreement No. 6 - 31.17% DBE participation
- This contract exceeds the DBE goal of 24.36%, and has a 33.84% Overall DBE participation

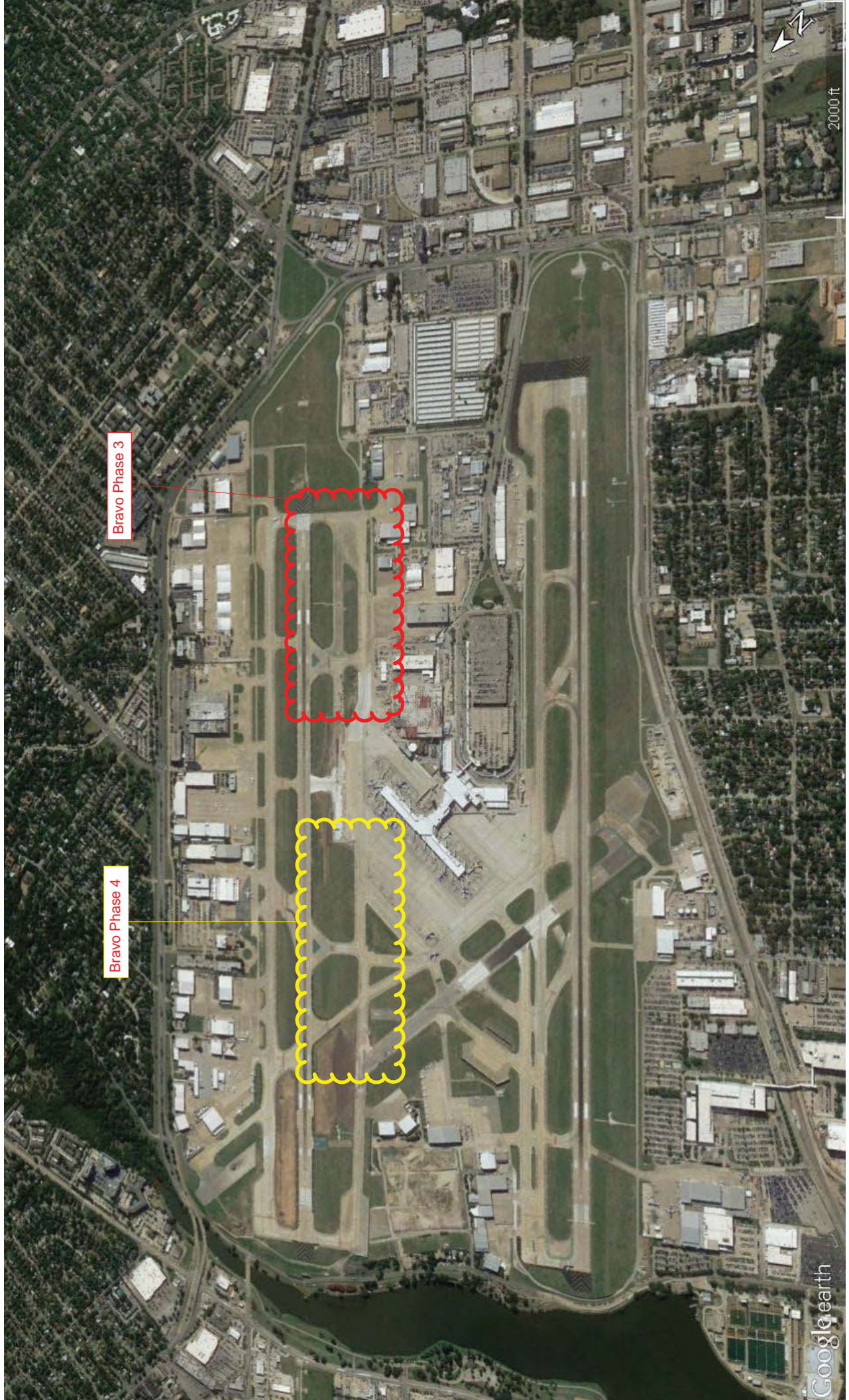
OWNER

Garver, LLC

Frank McIlwain, Vice President

MAP

Attached



Bravo Phase 3

Bravo Phase 4

2000 ft

Google earth

April 25, 2018

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

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

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

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

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

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

WHEREAS, it is necessary for the Department of Aviation to rehabilitate Taxiway Bravo Phases III and IV; and

April 25, 2018

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 6 to the professional services contract with Garver, LLC for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV at Dallas Love Field, in an amount not to exceed \$2,755,500, increasing the contract amount from \$5,218,504 to \$7,974,004.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign Supplemental Agreement No. 6 to the professional services contract with Garver, LLC, approved as to form by the City Attorney, for design, planning, engineering and construction document services for the Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV at Dallas Love Field, in an amount not to exceed \$2,755,500, increasing the contract amount from \$5,218,504 to \$7,974,004.

SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$2,755,500 in the Aviation Near Term Passenger Facility Charge Fund, Fund A477, Department AVI, Unit D017, Object 4111.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,755,500 to be paid to Garver, LLC in accordance with the terms and conditions of the contract, as follows:

Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D015, Object 4111 Activity AAIP, Program AVID015 Encumbrance/Contract No. CX-PBW-2016-00000976 Commodity 92500, Vendor VS0000016343	\$1,262,000
Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D017, Object 4111 Activity AAIP, Program AVID017 Encumbrance/Contract No. CX-PBW-2016-00000976 Commodity 92500, Vendor VS0000016343	<u>\$1,493,500</u>
Total amount not to exceed	\$2,755,500

April 25, 2018

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Love Field Pavement Rehabilitation and Reconstruction Project, Taxiway Bravo Rehabilitation Project Phases III and IV; and upon the approval of PFC funding by the FAA for this project in an amount not to exceed \$2,755,500, the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$2,755,500 in the PFC Fund, Fund 0477, Department AVI, Unit 0781, Object 3099; and the Chief Financial Officer is hereby authorized to transfer funds in an amount not to exceed \$2,755,500 from the PFC Fund, Fund 0477, Department AVI, Unit 0781, Object 3099 to the Aviation Near Term Passenger Facility Charge Fund, as follows:

Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D015, Object 5011 Activity AAIP, Program AVID015 Encumbrance/Contract No. CX-PBW-2016-00000976 Commodity 92500, Vendor VS0000016343	\$1,262,000
Aviation Near Term Passenger Facility Charge Fund Fund A477, Department AVI, Unit D017, Object 5011 Activity AAIP, Program, AVID017 Encumbrance/Contract No. CX-PBW-2016-00000976 Commodity 92500, Vendor VS0000016343	<u>\$1,493,500</u>
Total amount not to exceed	\$2,755,500

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

AGENDA ITEM # 8

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: April 25, 2018

COUNCIL DISTRICT(S): 1

DEPARTMENT: Department of Public Works

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 44 U V

SUBJECT

Authorize a professional engineering services contract with Urban Engineers Group, Inc. to provide design services for the Coombs Creek Trail Extension Project – Not to exceed \$553,160 - Financing: 2006 Bond Funds

BACKGROUND

The Coombs Creek Trail Extension Project is a partnership project between the City of Dallas and Dallas County to extend the existing Coombs Creek Trail to the Margaret McDermott Bridge and Trinity River Trail. Dallas County was the lead agency to administer the design and construction of this project. To move this project forward, Dallas County has requested the City of Dallas to take over the responsibility of lead/implementing agency to administer the design and construction of this project. This action will authorize a professional engineering services contract with Urban Engineers Group, Inc. to provide design services for this project.

The Coombs Creek Trail Extension Project includes a 12-foot wide trail that extends from the existing Coombs Creek Trail, continues along the Coombs Creek levee crossing Coombs Creek, and then turns to the north joining the Interstate Highway 30 northbound frontage road sidewalk, which will be widened to accommodate the trail from the existing Coombs Creek Trail to Beckley Avenue. The trail will continue to cross Beckley Avenue, and then connect to the Margaret McDermott hike and bike bridge. The total design and construction cost is estimated to be \$7,205,782.

This project was submitted and subsequently selected in Dallas County's Major Capital Improvements Projects Sixth Call for Projects in 2014. The cost of the project is to be split 50/50 between the City of Dallas and Dallas County.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	June 2018
Complete Design	May 2019
Begin Construction	September 2019
Complete Construction	July 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

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

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

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainable Committee on April 23, 2018.

FISCAL INFORMATION

2006 Bond Funds - \$553,160.00

Estimated Project Cost

Design (100% City) (this action)*	\$ 553,160.00
Construction of the at-grade trail connection (West of Beckley Ave.)**	\$1,894,655.42
Construction of structure connection (East of Beckley Ave.)**	<u>\$4,757,966.44</u>
Estimated Total Project Cost	<u>\$7,205,781.86</u>

*The design fee includes \$372,048.50 for the structure connection and trail east of Beckley Avenue.

**The construction cost includes 10% contingencies.

Funding Sources

City's (PBW) share	\$3,602,890.93
Dallas County's share	<u>\$3,602,890.93</u>
Total	<u>\$7,205,781.86</u>

M/WBE INFORMATION

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

<u>Contract Amount</u>	<u>Category</u>	<u>M/WBE Goal</u>	<u>M/WBE %</u>	<u>M/WBE \$</u>
\$533,160.00	Architecture & Engineering	25.66%	61.86%	\$342,160.00

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

OWNER

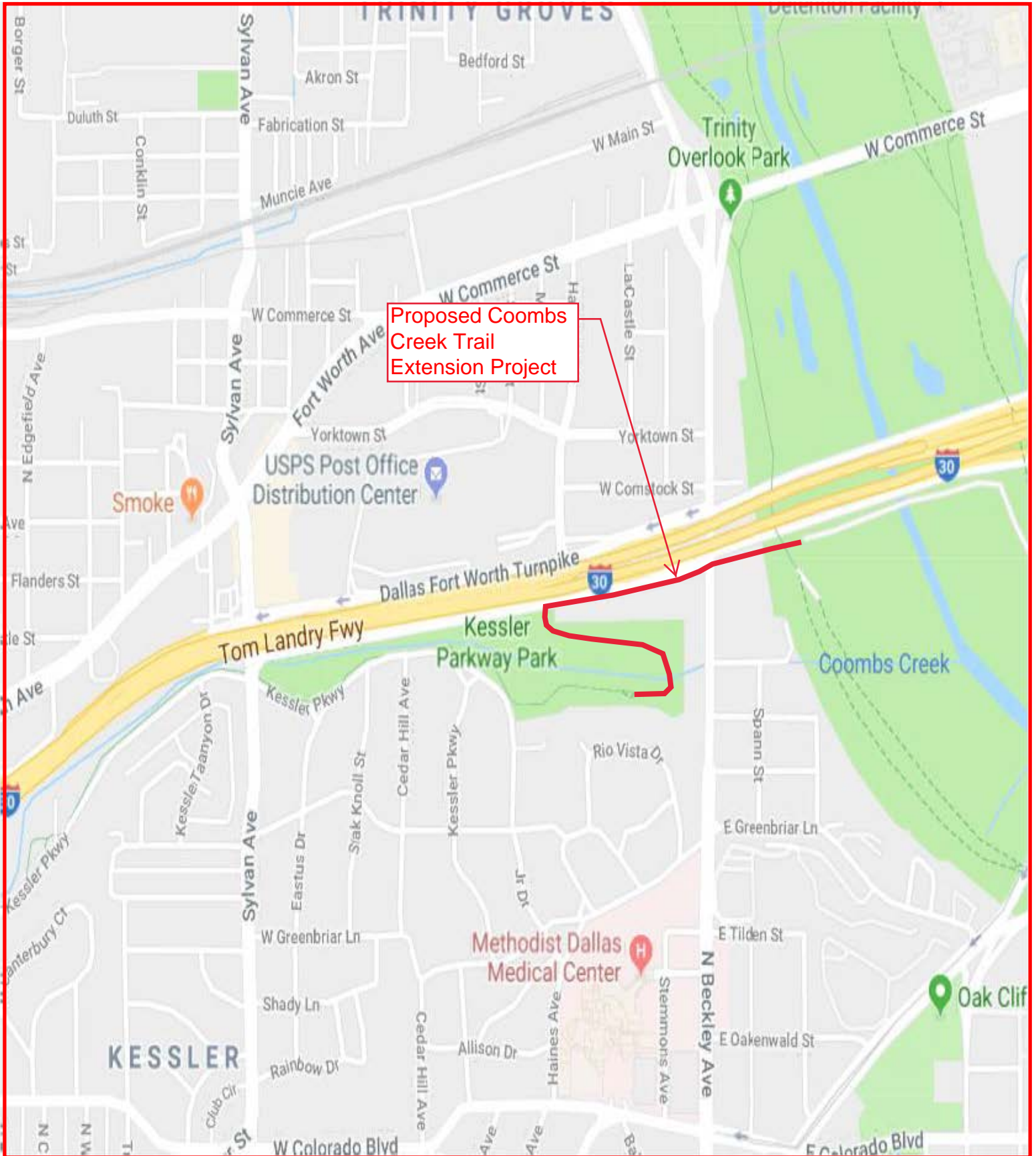
Urban Engineers Group, Inc.

Faisal Syed, P.E., PTOE

MAP

Attached

COOMBS CREEK TRAIL EXTENSION PROJECT



April 25, 2018

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

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

WHEREAS, the Coombs Creek Trail Extension project was submitted and subsequently selected for Dallas County's 2014 Sixth Call for Projects; and

WHEREAS, Dallas County was the lead agency to administer the design and construction for the Coombs Creek Trail Extension Project; and

WHEREAS, Dallas County requested the City of Dallas to take over the lead/implementing agency role for this project in order to expedite it; and

WHEREAS, it is now necessary to authorize a professional engineering services contract with Urban Engineers Group, Inc. to provide design services for the Coombs Creek Trail Extension Project, in an amount not to exceed \$553,160.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a professional engineering services contract with Urban Engineers Group, Inc., approved as to form by the City Attorney, to provide design services for the Coombs Creek Trail Extension Project, in an amount not to exceed \$553,160.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$553,160 to Urban Engineers Group, Inc. from Street and Transportation Improvements Fund, Fund 3T22, Department PBW, Unit W264, Activity INGV, Object 4111, Program PB06W264, Encumbrance/Contract No. CX-PBW-2018-00005859, Vendor 511462.

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

AGENDA ITEM # 9

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

April 25, 2018

COUNCIL DISTRICT(S):

4

DEPARTMENT:

Department of Public Works
Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

56S T W X

SUBJECT

Authorize a contract for the reconstruction of street paving, storm drainage, water and wastewater main improvements for Bonnie View Road from Overton Road to Springview Avenue and Fordham Road from Bonnie View Road to Illinois Avenue - Texas Standard Construction, Ltd., lowest responsible bidder of nine - Not to exceed \$3,196,268 - Financing: General Obligation Commercial Paper Funds (\$800,000), 2012 Bond Funds (\$1,283,286), 2006 Bond Funds (\$443,716), Water Utilities Capital Improvement Funds (\$668,552) and Water Utilities Capital Construction Funds (\$714)

BACKGROUND

Street Reconstruction Group 12-624 was approved in the 2012 Bond Program. On September 25, 2013, City Council authorized a professional services contract with Dannenbaum Engineering Company - Dallas, LLC for engineering design services of street reconstruction thoroughfare projects for Bonnie View Road from Overton Road to Springview Avenue and Fordham Road from Bonnie View Road to Illinois Avenue by Resolution No. 13-1731.

This action will authorize a contract with Texas Standard Construction, Ltd., for the reconstruction of Bonnie View Road from Overton Road to Spring View Avenue and Fordham Road from Bonnie View Road to Illinois Avenue, to include street paving, storm drainage, water and wastewater main improvements, in an amount not to exceed \$3,196,267.75.

The scope of work includes reinforced concrete pavement with curb and gutter, sidewalks, drive approaches, barrier free ramps, storm drainage, and water and wastewater main improvements.

BACKGROUND (continued)

The following chart illustrates Texas Standard Construction, Ltd.'s contractual activities with the City of Dallas for the past three years.

	<u>PBW</u>	<u>DWU</u>	<u>PKR</u>	<u>TWM</u>
Projects Completed	2	0	0	0
Change Orders	23	0	3	0
Projects Requiring Liquidated Damages	0	0	0	0
Projects Completed by Bonding Company	0	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	February 2014
Completed Design	January 2018
Begin Construction	June 2018
Complete Construction	October 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 25, 2013, City Council authorized a professional services contract with Dannenbaum Engineering Company - Dallas, LLC for engineering design services of street reconstruction thoroughfare projects for Bonnie View Road from Overton Road to Springview Avenue and Fordham Road from Bonnie View Road to Illinois Avenue by Resolution No. 13-1731.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on April 23, 2018.

FISCAL INFORMATION

2006 Bond Funds - \$443,715.61
2012 Bond Funds - \$1,283,285.78
General Obligation Commercial Paper Funds - \$800,000.00
Water Utilities Capital Improvement Funds - \$668,552.36
Water Utilities Capital Construction Funds - \$714.00

Design - PBW	\$ 243,309.25
Design - DWU	\$ 36,575.00
Construction (this action)	
Paving & Drainage - PBW	\$2,527,001.39
Water and Wastewater - DWU	<u>\$ 669,266.36</u>
Total Project Cost	\$3,476,152.00

M/WBE INFORMATION

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

<u>Contract Amount</u>	<u>Category</u>	<u>M/WBE Goal</u>	<u>M/WBE %</u>	<u>M/WBE \$</u>
\$3,196,267.75	Construction	25.00%	31.00%	\$990,843.00

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

BID INFORMATION

The following nine bids with quotes were received and opened on January 26, 2018:

*Denotes successful bidder

<u>Bidders</u>	<u>Bid Amount</u>
*Texas Standard Construction, Ltd. 5511 W. Ledbetter Drive Dallas, Texas 75236	\$3,196,267.75
Camino Construction, L.P.	\$3,253,245.00
Vescorp Construction, LLC	\$3,264,140.99
SYB Construction Company	\$3,371,093.50
XIT	\$3,621,642.82
Jeske Construction Company	\$3,768,108.00
Tiseo Paving Company	\$3,791,288.50
Rebcon, Inc.	\$3,899,843.70
Joe Funk Construction	\$4,910,974.60

Original estimate: PBW - \$2,689,236.00
DWU - \$ 850,387.00

Total \$3,539,623.00

OWNER

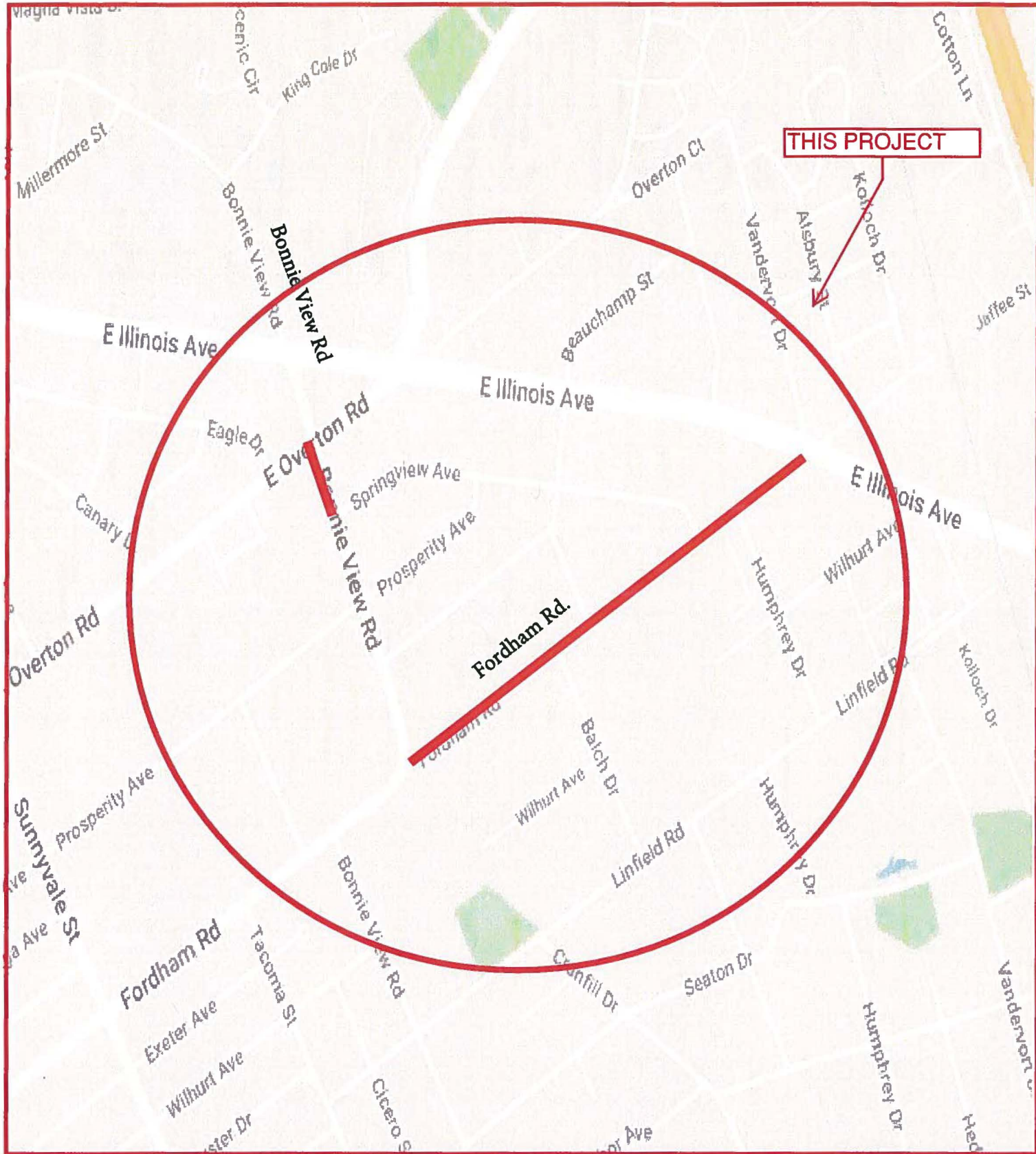
Texas Standard Construction, Ltd.

Ronald H. Dalton, President

MAP

Attached

STREET RECONSTRUCTION GROUP 12-624
BONNIE VIEW ROAD FROM OVERTON ROAD TO SPRINGVIEW AVENUE
FORMHAM ROAD FROM BONNIE VIEW ROAD TO ILLINOIS AVENUE



MAPSCO 56S,56T, 56W,56X

April 25, 2018

WHEREAS, on September 25, 2013, City Council authorized a professional services contract with Dannenbaum Engineering Company - Dallas, LLC for the engineering design of street reconstruction thoroughfare projects for Bonnie View Road from Overton Road to Springview Avenue and Fordham Road from Bonnie View Road to Illinois Avenue, in an amount not to exceed \$279,884.25, by Resolution No. 13-1731; and

WHEREAS, on January 26, 2018, nine bids were received for the reconstruction of street paving, storm drainage, water and wastewater main improvements for Bonnie View Road from Overton Road to Springview Avenue and Fordham Road from Bonnie View Road to Illinois Avenue, as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Texas Standard Construction, Ltd.	\$3,196,267.75
Camino Construction, L.P.	\$3,253,245.00
Vescorp Construction, LLC	\$3,264,140.99
SYB Construction Company	\$3,371,093.50
XIT	\$3,621,642.82
Jeske Construction Company	\$3,768,108.00
Tiseo Paving Company	\$3,791,288.50
Rebcon, Inc.	\$3,899,843.70
Joe Funk Construction	\$4,910,974.60

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a contract with Texas Standard Construction, Ltd., approved as to form by the City Attorney, for the reconstruction of street paving, storm drainage, water and wastewater main improvements for Bonnie View Road from Overton Road to Springview Avenue and Fordham Road from Bonnie View Road to Illinois Avenue, in an amount not to exceed \$3,196,267.75, this being the lowest responsive bid received as indicated by the tabulation of bids.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$3,196,267.75 to Texas Standard Construction, Ltd., in accordance with the terms and conditions of the contract, as follows:

April 25, 2018**SECTION 2.** (continued)

Street and Transportation Improvements Fund Fund 3U22, Department PBW, Unit S308 Activity SREC, Object 4510, Program PB12S308 Encumbrance/Contract No. CX-PBW-2018-00005426 Vendor 508379	\$ 361,208.40
Street and Transportation Improvements Fund Fund 3U22, Department PBW, Unit S312 Activity SREC, Object 4510, Program PB12S312 Encumbrance/Contract No. CX-PBW-2018-00005426 Vendor 508379	\$ 922,077.38
Street and Transportation Improvements Fund Fund 4U22, Department PBW, Unit S312 Activity SREC, Object 4510, Program PB12S312 Encumbrance/Contract No. CX-PBW-2018-00005426 Vendor 508379	\$ 800,000.00
Street and Transportation Improvements Fund Fund 3T22, Department PBW, Unit S312 Activity SREC, Object 4510, Program PB12S312 Encumbrance/Contract No. CX-PBW-2018-00005426 Vendor 508379	\$ 305,106.84
Street and Transportation Improvements Fund Fund 1T22, Department PBW, Unit S312 Activity SREC, Object 4510, Program PB12S312 Encumbrance/Contract No. CX-PBW-2018-00005426 Vendor 508379	\$ 138,608.77
Water Capital Improvement Fund Fund 2115, Department DWU, Unit PW42 Object 4550, Program 715381 Encumbrance/Contract No. CX-PBW-2018-00005426 Vendor 508379	\$ 401,897.20
Water Capital Construction Fund Fund 0102, Department DWU, Unit CW42 Object 3221, Program 715381X Encumbrance/Contract No. CX-PBW-2018-00005426 Vendor 508379	\$ 662.00

April 25, 2018**SECTION 2.** (continued)

Wastewater Capital Improvement Fund
Fund 2116, Department DWU, Unit PS42
Object 4560, Program 715382
Encumbrance/Contract No. CX-PBW-2018-00005426
Vendor 508379 \$ 266,655.16

Wastewater Capital Construction Fund
Fund 0103, Department DWU, Unit CS42
Object 3222, Program 715382X
Encumbrance/Contract No. CX-PBW-2018-00005426
Vendor 508379 \$ 52.00

Total amount not to exceed \$3,196,267.75

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

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

April 25, 2018

COUNCIL DISTRICT(S):

5

DEPARTMENT:

Department of Public Works
Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

58L

SUBJECT

Authorize **(1)** street paving, drainage, water and wastewater main improvements for Gardenview Drive from Alto Garden Drive to Loma Garden Avenue; provide for partial payment of construction costs by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law; and **(2)** a benefit assessment hearing to be held on June 13, 2018, to receive comments - Financing: No cost consideration to the City (see Fiscal Information for potential future costs)

BACKGROUND

Gardenview Drive from Alto Garden Drive to Loma Garden Avenue was requested by property owner petition, accepted on May 9, 2012 and included in the 2012 Bond Program as a Street Petition Project.

On May 27, 2015, City Council authorized a professional services contract with Dal-Tech Engineering, Inc. for the engineering design of street improvements on Gardenview Drive from Alto Garden Drive to Loma Garden Avenue by Resolution No. 15-0955.

This action will authorize the project, partial payment of costs by assessment, and a benefit assessment hearing. The improvements will consist of a 26-foot wide concrete pavement with curbs, sidewalks, drive approaches, drainage, and water and wastewater main improvements.

The paving assessment process requires the following three steps:

1. Authorize paving improvements.
2. Authorize a benefit assessment hearing.
3. Benefit assessment hearing, ordinance levying assessments and authorize contract for construction.

These actions are the first and second steps in the process.

ESTIMATED SCHEDULE OF PROJECT

Began Design	May 2015
Completed Design	February 2018
Begin Construction	September 2018
Complete Construction	September 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 27, 2015, City Council authorized a professional services contract with Dal-Tech Engineering, Inc. for the engineering design of one street petition project on Gardenview Drive from Alto Garden Drive to Loma Garden Avenue and one thoroughfare project on Highland Road, from Ferguson Road to Primrose at Highland by Resolution No. 15-0955.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on April 23, 2018.

FISCAL INFORMATION

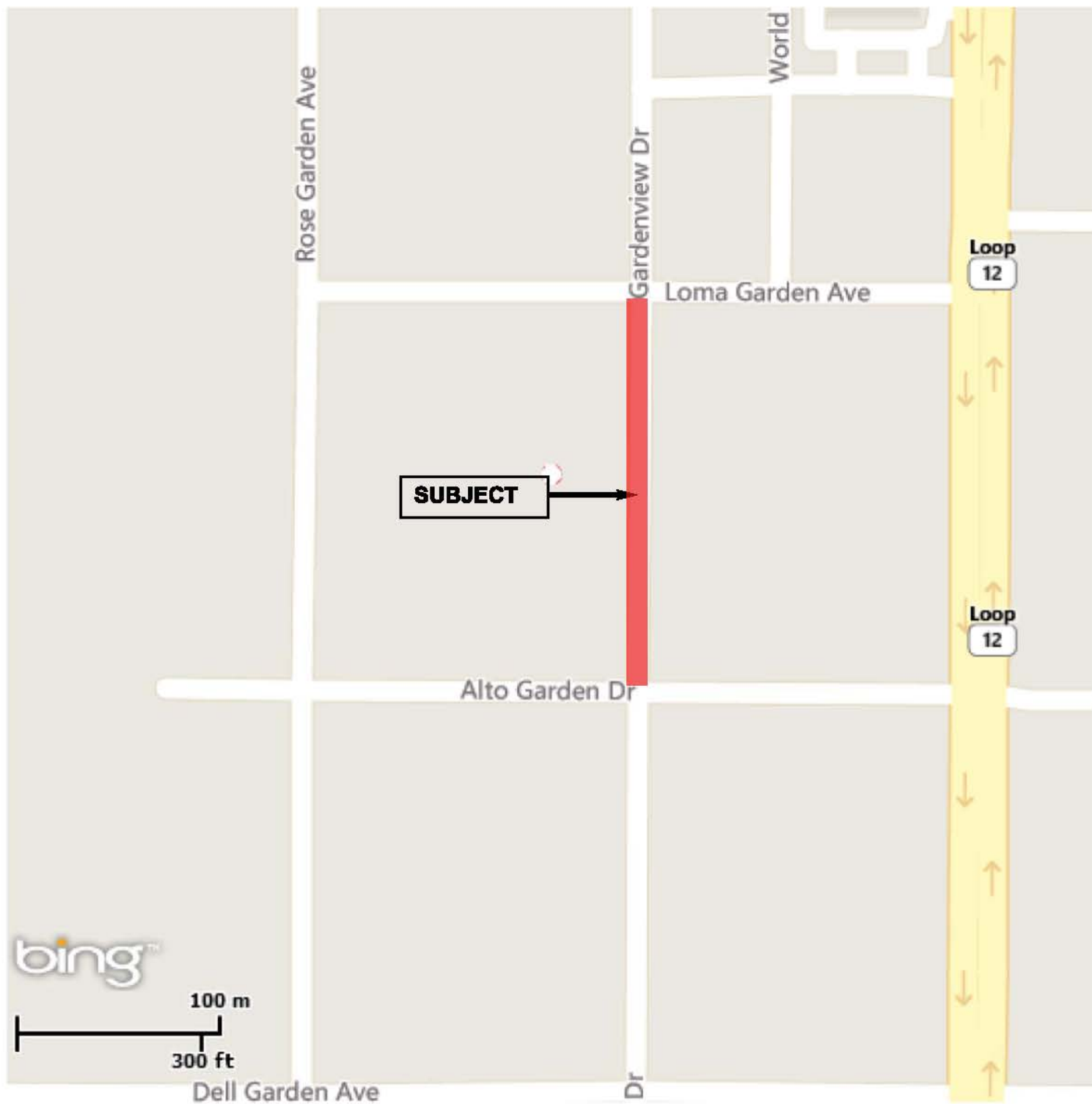
Design	\$ 86,943.05
Construction	
Paving & Drainage (PBW)	\$1,248,990.00 (est.)
Water & Wastewater (WTR)	\$ <u>185,430.00</u> (est.)
Total Project Cost	\$1,521,363.05 (est.)

This project does involve assessments.

MAP

Attached

GARDENVIEW DRIVE FROM ALTO GARDEN DRIVE TO LOMA GARDEN AVENUE



MAPSCO 58L



April 25, 2018

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

Now, Therefore,

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

SECTION 1. That the following street

Gardenview Drive from Alto Garden Drive to Loma Garden Avenue

shall be improved in the following manner, to wit:

- (1) That said street shall be profiled so as to bring same to design grade.
- (2) That said street shall be paved from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime stabilization base course; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4-feet wide so that the roadway shall be 26-feet in width; and

That any permanent improvements in place, meeting these specifications, or which can be utilized, shall be left in place, if any, and corresponding credits to the property owners shall be allowed on the assessments.

That bids shall be taken for the construction of the work for the type of construction enumerated above, and the work shall be done with the materials and according to plans and methods selected by the City Council after the bids are opened.

That the cost of said improvements shall be paid for as follows, to wit:

- (a) That the City of Dallas shall pay only an amount equal to the cost of water main, and also all the cost of improving intersections of said street with other street, and partial adjusted frontages on side property, except so much thereof as shall be borne by streets.
- (b) That after deducting the proportion of the cost provided for in said Subsection (a) above, the whole remaining cost, including the cost of concrete curbs or curbs and gutters, driveways, sidewalks shall be paid by the owners of property abutting on said street named to be paved, in the following manner, to wit:

April 25, 2018**SECTION 1.** (continued)

That the cost shall be assessed against said owners and their property respectively, in accordance with what is known as the "Front-Foot Plan", in proportion as the frontage of the property of each owner is to the whole frontage improved and shall be payable in monthly installments not to exceed one hundred twenty (120) in number, the first of which shall be payable within thirty (30) days from the date of the completion of said improvements and their acceptance by the City of Dallas, and one installment each month thereafter until paid, together with interest thereon at the current rate established and adopted by the City Council applicable to Public Improvement Assessment Accounts being paid by installments and not to exceed the statutory rate, with the provision that any of said installments may be paid at any time before maturity by the payment of the principal and the accrued interest thereon. Any property owner against whom and whose property an assessment has been levied may pay the whole assessment chargeable to him without interest within thirty (30) days after the acceptance and completion of said improvements.

Provided that, if the application of the above-mentioned rule of apportionment between property owners would, in the opinion of the City Council, in particular cases be unjust or unequal, it shall be the duty of the said Council to assess and apportion said cost in such manner as it may deem just and equitable, having in view the special benefits in enhanced value to be received by each owner of such property, the equities of owners, and the adjustment of such apportionment, so as to produce a substantial equality of benefits received by and burdens imposed upon such owners.

That no such assessment shall be made against any owner of abutting property, if any, until after the notice and hearing provided by law, and no assessment shall be made against an owner of abutting property in excess of the benefits to such property in enhanced value thereof by means of such improvements.

That the contractor shall be paid for the work performed under the specifications, upon monthly estimates to be prepared by the Director of the Department of Public Works. That there shall be deducted as a retainage fee, five (5%) percent of such monthly estimates, to be held by the City of Dallas until the contract is performed and executed to the satisfaction of the Director of the Department of Public Works. The monthly estimates shall be paid on or before the 10th day of the next succeeding month for the work performed during the previous month.

April 25, 2018**SECTION 1.** (continued)

For that part of the cost of the improvements that shall be determined to be levied against the owners of abutting property and their property shall be levied by assessment as herein provided, and said improvements may further be secured by Mechanic's Liens to be executed in favor of the City of Dallas, provided by law in accordance with the terms and provisions of this resolution. Paving certificates evidencing the assessment shall be issued in favor of the City of Dallas for the amount of the assessment, whether the property owners have executed Mechanic's Liens to secure the payment or not, and shall be payable for the use and benefit of the Revolving Fund established for the purpose of financing paving improvements.

That the Director of the Department of Public Works is hereby directed to prepare at once the specifications and an estimate of the cost of such improvements and file the same with the City Council for the hereinabove described pavement and improvements. That in the specifications prepared, provision shall be made to require all contractors to give such bonds as may be necessary or as required by law.

That such specifications shall require the bidder to make a bid upon the type of improvements above described, with such bonds as may be required.

That the specifications shall also state the amounts of the required bonds, as well as the method by which it is proposed to pay the cost of said improvements, said method being in accordance with this resolution.

SECTION 2. That the City Council, in initiating this proceeding, is acting under the terms and provisions of the Act passed at the First Called Session of the Fortieth Legislature of the State of Texas, and known as Chapter 106 of the Acts of said Session, together with any amendments thereto, now shown as Texas Transportation Code Annotated Sections 311 and 313 (Vernon's 1996), which said law, as an alternative method for the construction of street improvements in the City of Dallas, Texas, has been adopted and made a part of the Charter of said City, being Chapter XX of said Charter.

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

NOTICE OF ASSESSMENT PROCEEDINGS AND LIEN UPON ABUTTING PROPERTY

NOTICE is hereby given that the Governing Body of the City of Dallas, in the County of Dallas, in the State of Texas, by Resolution No. _____ dated _____ has ordered and directed that the following street in said City be improved, to wit:

Gardenview Drive from Alto Garden Drive to Loma Garden Avenue

West Side of Street

<u>Subdivision</u>	<u>Block</u>	<u>Lot (s)</u>
Dallas Gardens	F/6301	E 175' LT 24
Dallas Gardens	F/6301	E PT LT 23
Dallas Gardens	F/6301	22
Dallas Gardens	F/6301	21
Dallas Gardens	F/6301	LT 20 & S ½ LT 19
Dallas Gardens	F/6301	LT 18 & N ½ LT 19
Dallas Gardens	F/6301	LT 17 & PT LT 16
Dallas Gardens	F/6301	LT 15 & N ½ LT 16
Dallas Gardens	F/6301	13 & 14

East Side of Street

<u>Subdivision</u>	<u>Block</u>	<u>Lot (s)</u>
Dallas Gardens	G/6301	1 & 2
Dallas Gardens	G/6301	3 & 4
Dallas Gardens	G/6301	LT 5 & N ½ LT 6
Dallas Gardens	G/6301	PT LT 6 & 7
Dallas Gardens	G/6301	LT 8 & N ½ LT 9
Dallas Gardens	G/6301	S 25' LT 9 & ALL 10
Dallas Gardens	G/6301	11
Dallas Gardens	G/6301	12

In case of conflict between numbers and street names and limits, street names will govern. A portion of the cost of such improvements is to be specially assessed as a lien upon property abutting thereon.

City of Dallas, Texas

By _____
City Secretary

(File in Deed of Trust Records)

April 25, 2018

WHEREAS, the City Council of the City of Dallas is of the opinion that it is necessary to levy an assessment against the property and the owners thereof abutting upon the following:

Gardenview Drive from Alto Garden Drive to Loma Garden Avenue

for a part of the cost of improving said street, fixing a time for the hearing of the owners of said property concerning the same, and directing the City to give notice of said hearing, as required by law; and

WHEREAS, the City Council has heretofore, by resolution, ordered the improvement of the street enumerated above, by paving said street from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime stabilization base course; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4-feet wide so that the roadway shall be 26-feet in width; and

Any existing permanent improvements in place, meeting these specifications, or which can be utilized, shall be left in place, if any, and corresponding credits to the property owners shall be allowed on the assessments; and

WHEREAS, the Director of the Department of Public Works of the City of Dallas has, in accordance with the law, filed his report with the City Council, and the property owners, in the cost thereof, together with the names of the owners and the description of said property, and the work to be done adjacent thereto, and the amounts proposed to be assessed against each lot or parcel and its owners and all other matters required by the applicable law.

Now, Therefore,

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

SECTION 1. That the report or statement filed by the Director of the Department of Public Works having been duly examined, is hereby approved.

SECTION 2. That it is hereby found and determined that the cost of improvements on the hereinafter described street, with the amount or amounts per front foot proposed to be assessed for such improvements against abutting property and the owners thereof, are as follows, to wit:

April 25, 2018**SECTION 2.** (continued)**Gardenview Drive from Alto Garden Drive to Loma Garden Avenue**

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

The estimated cost of the improvements is **\$1,434,420.00 (est.)**

- a. The estimated rate per square yard to be assessed against abutting property and the owners thereof for concrete drive approaches is **\$66.37/S.Y.**
- b. The estimated rate per front foot to be assessed against abutting property and the owners thereof for pavement improvements is as follows:

Where Property Classification is WSR-I (Residential)

The rate for 6-inch thick reinforced concrete pavement 13.5-feet wide with curb: **\$114.75/L.F.**

The rate for 4-inch thick reinforced concrete sidewalk is: **\$11.90/L.F.**

All assessments, however, are to be made and levied by the City Council as it may deem just and equitable, having in view the special benefits in enhanced value to be received by such parcels of property and owners thereof, the equities of such owners, and the adjustment of the apportionment of the cost of improvements so as to produce a substantial equality of benefits received and burdens imposed.

SECTION 3. That a hearing shall be given to said owners of abutting property, or their agents or attorneys and all persons interested in said matter, as to the amount to be assessed against each owner and his abutting property and railways and street railways and as to the benefits to said property by reason of said improvement, or any other matter of thing in connection therewith, which hearing shall be held in the Council Chamber of the City Hall of the City of Dallas, County of Dallas, on the **13th** day of **June**, A.D. **2018**, at **1:00** O'clock P.M., at which time all the said owners, their agents or attorneys or other interested persons are notified to appear and be heard, and at said hearing said owners and other persons may appear, by counsel or in person, and may offer evidence, and said hearing shall be adjourned from day to day until fully accomplished.

April 25, 2018

SECTION 3. (continued)

That the City shall give notice of the time and place of such hearing and of other matters and facts in accordance with the terms of provisions of the Act passed at the First called session of the Fortieth Legislature of the State of Texas, and known as:

Chapter 106 of the Acts of said session, together with any amendments thereto, now shown as Texas Transportation Code Annotated Section 311 and 313 (Vernon's 1996), which said law, as an alternative method for the construction of street improvements in the City of Dallas, Texas, has been adopted and made a part of the charter of said City, being Chapter XX of said Charter. Said notice shall be by advertisement inserted at least three times in a newspaper published in the City of Dallas, Texas, the first publication to be made at least twenty-one (21) days before the date of said hearing. Said notice shall comply with and be in accordance with the terms and provisions of said Act.

That the City shall give additional written notice of said hearing by mailing to said owners a copy of said notice deposited in the Post Office at Dallas, Texas, at least fourteen (14) days prior to the date of said hearing, provided however, that any failure of the property owners to receive said notice, shall not invalidate these proceedings.

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

April 25, 2018

TO THE CITY COUNCIL OF THE CITY OF DALLAS, TEXAS

As requested by your Honorable Body, the undersigned has prepared plans and specifications for the improvements of **Gardenview Drive from Alto Garden Drive to Loma Garden Avenue**. That said street shall be paved from curb to curb with 6-inch thick 4000-pounds per square inch reinforced concrete pavement; with 6-inch thick lime stabilization base course; with 6-inch high integral curbs; with 6-inch thick reinforced concrete drive approaches; with 4-inch thick reinforced concrete sidewalks 4-feet wide so that the roadway shall be 26-feet in width; and with estimates of the cost of improving the street as listed thereon, together with the proposed assessments, a part of the cost to be made against the abutting properties and the property owners, and part of the cost to be paid by the City. The report of these improvements is as follows:

Gardenview Drive from Alto Garden Drive to Loma Garden Avenue

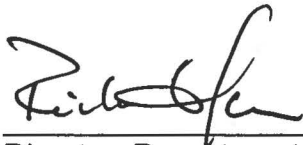
Total Property Owners' Cost – Assessments		\$145,713.71
Total Estimated City of Dallas' Cost - Paving	\$952,956.29	
Total Estimated City of Dallas' Cost - Drainage	\$150,320.00	
Total Estimated Water Utilities Department Cost Water Main Improvements	\$185,430.00	
Total Estimated City of Dallas' Cost		\$1,288,706.29
Total Estimated Cost of Improvements		\$1,434,420.00

Gardenview Drive from Alto Garden Drive to Loma Garden Avenue

Total Property Owners' Cost – Assessments		\$145,713.71
Total Estimated City of Dallas' Cost - Paving	\$952,956.29	
Total Estimated City of Dallas' Cost - Drainage	\$150,320.00	
Total Estimated Water Utilities Department Cost Water Main Improvements	\$185,430.00	
Total Estimated City of Dallas' Cost		\$1,288,706.29
Total Estimated Cost of Improvements		\$1,434,420.00

The Director of the Department of Public Works reports that representatives of this Department have studied the actual existing conditions on this street, and found that the existing roadway have a narrow asphalt surface with shallow earth ditches; which have accessibility and drainage issues. Taking this into consideration, plans and specifications have been prepared for these improvements. We believe that this paving will improve the properties abutting on said street, and the proposed assessment is equitable for the enhancement value achieved on the abutting properties. Final determination of assessments will be made based on analysis of enhancement.

Respectfully submitted,



Director, Department of Public Works

GARDENVIEW DRIVE FROM ALTO GARDEN DRIVE TO LOMA GARDEN AVENUE SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH LIME STABILIZATION BASE COURSE; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4-FEET WIDE SO THAT THE ROADWAY SHALL BE 26-FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
WEST SIDE OF STREET						
DALLAS GARDENS						
GUADALUPE J VILLELA 1103 GARDENVIEW DRIVE DALLAS, TEXAS 75217	E 175' LT 24	F/6301	37 FT PVMT 37 FT WALK	\$114.75 \$11.90	\$4,245.75 \$440.30	\$4,686.05
EFRAIN RODRIGUEZ & LUZ MARIA CORPUS 1107 GARDENVIEW DRIVE DALLAS, TEXAS 75217	E PT LT 23	F/6301	50 FT PVMT 36 FT WALK 15.2 SY DR (10'Wide)	\$114.75 \$11.90 \$66.37	\$5,737.50 \$428.40 \$1,008.82	\$7,174.72
ANGELA ALMARAZ & MARTHA MOLINA 1115 GARDENVIEW DRIVE DALLAS, TEXAS 75217	22 1111 Gardenview Drive	F/6301	49 FT PVMT 37 FT WALK 17.7 SY DR (12'Wide)	\$114.75 \$11.90 \$66.37	\$5,622.75 \$440.30 \$1,174.75	\$7,237.80
MARTHA MOLINA 1115 GARDENVIEW DRIVE DALLAS, TEXAS 75217	21	F/6301	50 FT PVMT 24 FT WALK 12 FT DRIVE	\$114.75 \$11.90 No Cost	\$5,737.50 \$285.60 \$0.00	\$6,023.10
ELIAS & MARIA D RODRIGUEZ 1119 GARDENVIEW DRIVE DALLAS, TEXAS 75217	LT 20 & S 1/2 LT 19	F/6301	74 FT PVMT 58 FT WALK 16 FT DRIVE	\$114.75 No Cost No Cost	\$8,491.50 \$0.00 \$0.00	\$8,491.50
NICANOR & ELIZABETH ALMENDAREZ 1123 GARDENVIEW DRIVE DALLAS, TEXAS 75217	LT 18 & N 1/2 LT 19	F/6301	73 FT PVMT 30 FT WALK 17 FT DRIVE	\$114.75 \$11.90 No Cost	\$8,376.75 \$357.00 \$0.00	\$8,733.75

GARDENVIEW DRIVE FROM ALTO GARDEN DRIVE TO LOMA GARDEN AVENUE SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH LIME STABILIZATION BASE COURSE; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4-FEET WIDE SO THAT THE ROADWAY SHALL BE 26-FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
DALLAS GARDENS						
RAFAEL & ROSE OREGON 1127 GARDENVIEW DRIVE DALLAS, TEXAS 75217	LT 17 & PT LT 16	F/6301	75 FT PVMT 65 FT WALK 13.9 SY DR (10'Wide)	\$114.75 No Cost \$66.37	\$8,606.25 \$0.00 \$922.54	\$9,528.79
AGUSTIN & AURELIA BASURTO 1135 GARDENVIEW DRIVE DALLAS, TEXAS 75217	LT 15 & N 1/2 LT 16	F/6301	74 FT PVMT 52 FT WALK 13.9 SY DR (10'Wide) 12.4 SY DR (12'Wide)	\$114.75 No Cost \$66.37 \$66.37	\$8,491.50 \$0.00 \$922.54 \$822.99	\$10,237.03
ROGER L PARENT 1143 GARDENVIEW DRIVE DALLAS, TEXAS 75217	13 & 14	F/6301	88 FT PVMT 76 FT WALK 12 FT DRIVE	\$114.75 No Cost No Cost	\$10,098.00 \$0.00 \$0.00	\$10,098.00
EAST SIDE OF STREET						
GEMACK INCORPORATED 204 LAURA LANE GRAND PRAIRIE, TEXAS 75052	1 & 2 1142 Gardenview Drive	G/6301	86 FT PVMT 86 FT WALK	\$114.75 \$11.90	\$9,868.50 \$1,023.40	\$10,891.90
AMADOR GARCIA SALCEDO 1134 GARDENVIEW DRIVE DALLAS, TEXAS 75217	3 & 4	G/6301	99 FT PVMT 84 FT WALK 15 FT DRIVE	\$114.75 No Cost No Cost	\$11,360.25 \$0.00 \$0.00	\$11,360.25
HEATHER A MCPHERSON & MARK DEXTER 6205 SCOTTSBORO LANE GARLAND, TEXAS 75044	LT 5 & N 1/2 LT 6 1126 Gardenview Drive	G/6301	74 FT PVMT 64 FT WALK 10.8 SY DR (10'Wide)	\$114.75 No Cost \$66.37	\$8,491.50 \$0.00 \$716.80	\$9,208.30

GARDENVIEW DRIVE FROM ALTO GARDEN DRIVE TO LOMA GARDEN AVENUE SHALL BE PAVED FROM CURB TO CURB WITH 6-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 6-INCH LIME STABILIZATION BASE COURSE; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4-FEET WIDE SO THAT THE ROADWAY SHALL BE 26-FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
DALLAS GARDENS						
ADELFA J SALAZAR 1122 GARDENVIEW DRIVE DALLAS, TEXAS 75217	PT LT 6 & 7	G/6301	75 FT PVMT 55 FT WALK 18.7 SY DR (20'Wide)	\$114.75 \$11.90 \$66.37	\$8,606.25 \$654.50 \$1,241.12	\$10,501.87
ISAIA RODRIGUEZ 1118 GARDENVIEW DRIVE DALLAS, TEXAS 75217	LT 8 & N 1/2 LT 9	G/6301	75 FT PVMT 65 FT WALK 10.8 SY DR (10'Wide) 23.2 SY DR (14'Wide)	\$114.75 No Cost \$66.37 \$66.37	\$8,606.25 \$0.00 \$716.80 \$1,539.78	\$10,862.83
BARBARA K CLARK 1114 GARDENVIEW DRIVE DALLAS, TEXAS 75217	S 25' LT 9 & ALL 10	G/6301	73 FT PVMT 50 FT WALK 13 FT DRIVE 15.2 SY DR (10'Wide)	\$114.75 \$11.90 No Cost \$66.37	\$8,376.75 \$595.00 \$0.00 \$1,008.82	\$9,980.57
RAUL TREJO 1106 GARDENVIEW DRIVE DALLAS, TEXAS 75217	11	G/6301	49 FT PVMT 22 FT WALK 27 FT DRIVE	\$114.75 \$11.90 No Cost	\$5,622.75 \$261.80 \$0.00	\$5,884.55
ALFONSO VAZQUEZ 1102 GARDENVIEW DRIVE DALLAS, TEXAS 75217	12	G/6301	38 FT PVMT 38 FT WALK	\$114.75 \$11.90	\$4,360.50 \$452.20	\$4,812.70

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

April 25, 2018

COUNCIL DISTRICT(S):

All

DEPARTMENT:

Department of Public Works
Housing & Neighborhood Revitalization

CMO:

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

MAPSCO:

Various

SUBJECT

Authorize an increase to the twenty-four month contract with Ragle Inc. for sidewalk and barrier-free ramp installation paving services contract No. 2 for the sidewalk replacement and barrier-free ramp program to extend the term of the contract for an additional twelve months - Not to exceed \$798,850, from \$3,198,230 to \$3,997,080 - Financing: 2017-18 Community Development Block Grant Funds (\$547,586) and 2017 Bond Funds (\$251,264)

BACKGROUND

On May 25, 2016, City Council authorized a twenty-four month sidewalk and barrier-free ramp installation paving services contract No. 2 and water and wastewater adjustments at various locations throughout the city by Resolution No. 16-0808.

This action will authorize an increase to extend the existing twenty-four month contract with Ragle Inc. for an additional twelve months to continue providing sidewalk and barrier-free ramp installation paving services for the sidewalk replacement and barrier-free ramp program. The extension is granted due to the contractor's outstanding performance and the agreement to continue using the original contract bid rates. This change order will authorize additional time to continue the installation of barrier-free ramps. Installation of barrier-free ramps throughout the city is required in order to be in compliance with the Americans with Disabilities Act. Sidewalk projects at various locations throughout the city will also be implemented through this contract with funding provided in the 2017-18 Community Development Block Grant Funds and 2017 Bond Funds.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction June 2018
Complete Construction June 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 25, 2016, City Council authorized a twenty-four month sidewalk and barrier-free ramp installation paving services contract No. 2 and water and wastewater adjustments at various locations throughout the city by Resolution No. 16-0808.

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 23, 2018.

FISCAL INFORMATION

2017-18 Community Development Block Grant Funds - \$547,585.83
2017 Bond Funds - \$251,264.17

Construction Contract	\$3,198,230.00
Change Order No. 1 (this action)	<u>\$ 798,850.00</u>
Total Project Cost	\$3,997,080.00

M/WBE INFORMATION

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

<u>Contract Amount</u>	<u>Category</u>	<u>M/WBE Goal</u>	<u>M/WBE %</u>	<u>M/WBE \$</u>
\$798,850.00	Construction	25.00%	2.44%	\$15,000.00

- Change Order No. 1 - 2.44% M/WBE participation
- This Change Order does not meet the M/WBE goal of 25.00%
- The Overall M/WBE participation is 19.13%. However, the pending M/WBE participation after the M/WBE certification renewal will be 25.04%

OWNER

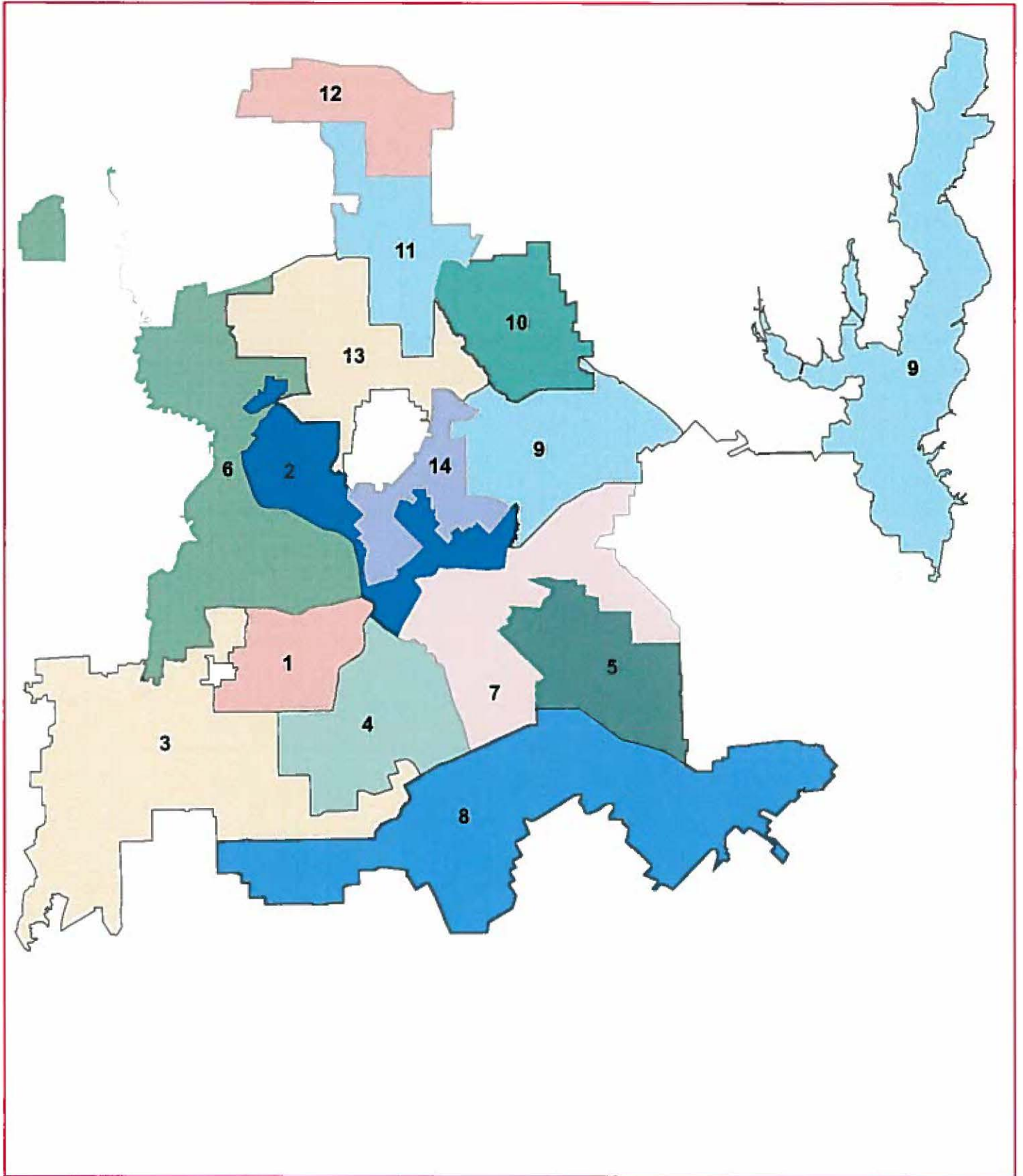
Ragle Inc.

Troy Ragle, Vice President

MAP

Attached

PAVING SERVICES CONTRACT
Infrastructure at Various Locations



April 25, 2018

WHEREAS, on May 25, 2016, City Council authorized a twenty-four month sidewalk and barrier-free ramp installation paving services contract No. 2 and water and wastewater adjustments at various locations throughout the city, in an amount not to exceed \$3,198,230.00, by Resolution No. 16-0808; and

WHEREAS, it is now recommended to authorize Change Order No. 1 with Ragle Inc. to extend the contract an additional twelve months from the original twenty-four month contract due to the contractor's outstanding performance and the agreement to continue using the original contract bid rates, in an amount not to exceed \$798,850.00, increasing the contract amount from \$3,198,230.00 to \$3,997,080.00.

Now, Therefore,

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

SECTION 1. That an increase in the contract with Ragle Inc. (Change Order No. 1) is authorized for the sidewalk and barrier-free ramp installation paving services contract No. 2, in an amount not to exceed \$798,850.00, increasing the contract amount from \$3,198,230.00 to \$3,997,080.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$798,850.00 to Ragle Inc. from Master Agreement Service Contract No. MASCPBWH2016RAGLEINC, Vendor VC14110 (includes FY 2017-18 Community Development Block Grant Funds from Fund CD17, Department HOU, Unit 224B, Object 4530, Amount \$547,585.83).

SECTION 3. That this contract is designated as Contract No. PBW-2016-00000533.

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

AGENDA ITEM # 12

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

April 25, 2018

COUNCIL DISTRICT(S):

11

DEPARTMENT:

Department of Sustainable Development and Construction
Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

14V

SUBJECT

Authorize acquisition from Teachers Insurance and Annuity Association of America, of a wastewater easement of approximately 5,637 square feet of land located near the intersection of Dallas North Tollway and Lyndon B. Johnson Freeway for the installation of a 24-inch wastewater interceptor designed under the Easement east of Inwood Road from south of Harvest Hill Road to Interstate Highway 635 (LBJ Freeway) Project - Not to exceed \$50,000 (\$47,915, plus closing costs and title expenses not to exceed \$2,085) - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This item authorizes the acquisition from Teachers Insurance and Annuity Association of America, of a wastewater easement of approximately 5,637 square feet of land located near the intersection of Dallas North Tollway and Lyndon B. Johnson Freeway for the installation of a 24-inch wastewater interceptor designed under the Easement east of Inwood Road from south of Harvest Hill Road to Interstate Highway 635 (LBJ Freeway) Project. This easement allows for the installation of a new 24-inch diameter wastewater interceptor that provides additional capacity to address growth in the Bachman II wastewater basin. This project will consist of approximately 12,000 linear foot of a new wastewater interceptor in which approximately 100 linear foot will be installed in this proposed easement area. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 23, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$50,000 (\$47,915, plus closing costs and title expenses not to exceed \$2,085)

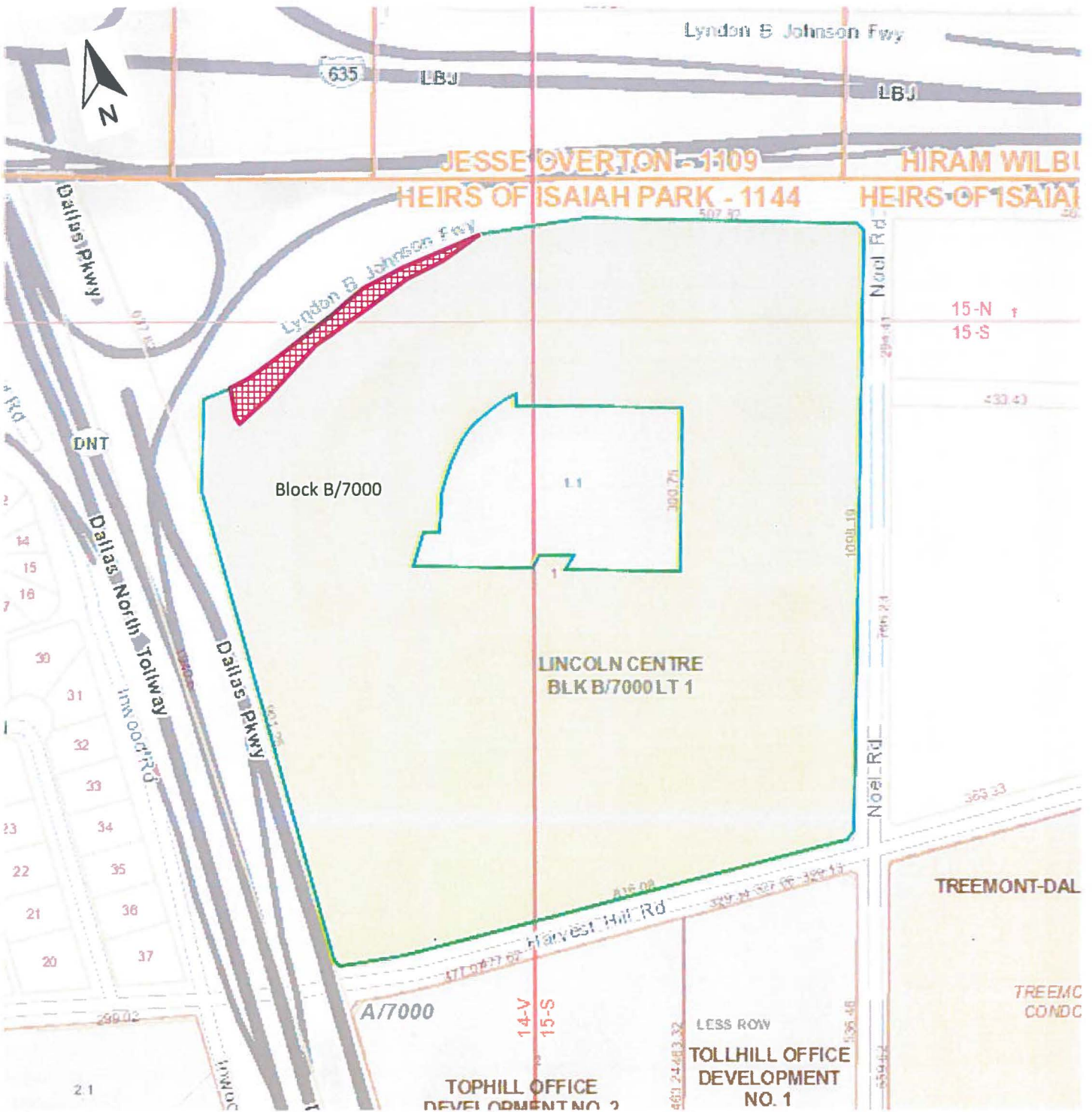
OWNER

Teachers Insurance and Annuity Association of America

Erik Sobek, Director

MAP

Attached



Subject Area

April 25, 2018

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 5,637 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": Easement east of Inwood Road from south of Harvest Hill Road to Interstate Highway 635 (LBJ Freeway) Project

"USE": The installation, use, and maintenance of a pipeline or lines for the transmission of wastewater 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": Easement 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": Teachers Insurance and Annuity Association of America, 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": \$47,915

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$2,085

"AUTHORIZED AMOUNT": Not to exceed \$50,000

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.

April 25, 2018

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

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to 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 Capital Improvement Fund, Fund 2116, Department DWU, Unit PS40, Activity MPSA, Program 717172, Object 4230, Encumbrance/Contract No. CX-DWU-2018-00005909. 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

5,637 SQUARE FEET (0.1294 ACRE)
WASTEWATER EASEMENT
LINCOLN CENTRE
LOT 1, BLOCK B/7000

BEING 5,637 square feet (0.1294 of an acre) tract of land located in the Isaiah Park Survey, Abstract Number 1144, City of Dallas, Dallas County, Texas, and being a portion of Lot 1, Block B/7000 of Lincoln Centre, an addition to the City of Dallas, Dallas County, Texas, as shown on the plat recorded in Instrument Number 200900170014 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), also being part of a called 13.3675 acre tract of land described as "Tract One" in the Special Warranty Deed to Teachers Insurance and Annuity Association of America as recorded in Instrument Number 200503611720 O.P.R.D.C.T., said 5,637 square foot (0.1294 acre) tract of land being described more particularly by metes and bounds a follows:

COMMENCING at a 5/8 inch iron rod found (Controlling Monument) (CM) for the most southerly northwest corner of said Lot 1 and said "Tract One", being in the easterly right-of-way line of Dallas North Tollway (a variable width right-of-way) and the westerly line of a Permanent Drainage Channel Easement as recorded in Volume 67122, Page 1781 of the Deed Records of Dallas County, Texas (D.R.D.C.T.);

THENCE, NORTH 01°01'40" WEST, along easterly right-of-line of said Dallas North Tollway and the westerly line of said Lot 1 and said "Tract One", a distance of 170.49 feet to a 5/8 inch iron rod found for the most northerly northwest corner of said Lot 1 and said "Tract One", said point located at the intersection of the easterly right-of-way line of said Dallas North Tollway with the southerly right-of-way line of Interstate Highway No. 635 (IH-635), a variable width right-of-way as described in the deed to the State of Texas, a called 2.961 acre tract of land, as recorded in Volume 67122, Page 1781 D.R.D.C.T. ;

THENCE, NORTH 66°37'00" EAST, along the common northerly line of said Lot 1 and said "Tract One", southerly line of said called 2.961 acre tract of land and southerly right-of-way line of said IH-635, a distance of 56.58 feet to a point for the northeast corner of a 12 foot wide Wastewater Easement as shown on said plat of Lincoln Centre, said point also being the **POINT OF BEGINNING** of the herein described tract of land,;

THENCE, NORTH 66°37'01" EAST, continuing along said common line, a distance of 39.31 feet to a 5/8 inch iron rod with yellow cap stamped "CRIADO" set for corner;

THENCE, NORTH 49°50'18" EAST, continuing along said common line, a distance of 149.97 feet to a TXDOT cap found for an angle point, said point being the southwesterly corner of a called 0.286 acre tract of land described in the deed to the State of Texas as right-of-way for said IH-635 as recorded in Instrument No. 201100072946, O.P.R.D.C.T. ;



FIELD NOTES APPROVED:

[Signature] 12/29/17

Exhibit A
5,637 SQUARE FEET (0.1294 ACRE)
WASTEWATER EASEMENT
LINCOLN CENTRE
LOT 1, BLOCK B/7000

THENCE, NORTH 55°26'02" EAST, along southerly right-of-way line of said IH-635 and southerly line of said called 0.286 acre tract of land, a distance of 84.88 feet to a 5/8 inch iron rod with yellow cap stamped "CRIADO" set for the beginning of a curve to the right;

THENCE Northeasterly, continuing along said lines and the arc of said curve to the right, having a Radius of 803.47 feet, a Central Angle of 21°55'13", a Chord of 305.51 feet which bears NORTH 66°41'21" EAST, for an arc distance of 307.38 feet to a 5/8 inch iron rod with yellow cap stamped "CRIADO" set for corner, from which a TxDOT cap found bears northeasterly, along the arc of a curve to the right, having a Radius of 803.47 feet, a Central Angle of 06°29'43", a Chord of 91.03 feet which bears NORTH 80°53'46" EAST, an arc distance of 91.08 feet, and NORTH 84°08'37" EAST, a distance of 388.70 feet;

THENCE, over and across said Lot 1 and said "Tract One" the following courses and distances:

SOUTH 73°34'48" WEST, leaving said common line, a distance of 90.17 feet to an "X" set for an angle point;

SOUTH 62°38'56" WEST, a distance of 131.65 feet to an "X" set for corner;

SOUTH 55°50'50" WEST, a distance of 137.20 feet to a point for corner (unable to set);

SOUTH 52°56'53" WEST, a distance of 224.16 feet to a 5/8 inch iron rod with yellow cap stamped "CRIADO" set for corner in the easterly line of said 12 foot wide Wastewater Easement ;

THENCE, NORTH 17°34'21" WEST, continuing over and across said Lot 1 and said "Tract One", and along the easterly line of said 12 foot wide Wastewater Easement, a distance of 17.51 feet to the **POINT OF BEGINNING** and containing 5,637 square feet or 0.1294 of an acre of land, more or less.

Exhibit A

5,637 SQUARE FEET (0.1294 ACRE)
WASTEWATER EASEMENT
LINCOLN CENTRE
LOT 1, BLOCK B/7000

A plat of same date accompanies this description.

Bearings are based on the State Plane Coordinate System, NAD 83 (2011) epoch 2010.00, Texas North Central Zone 4202. All distances and areas are surface and can be converted to grid by dividing by a scale factor of 1.000136506

I, Calvin E. Cock, III, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.



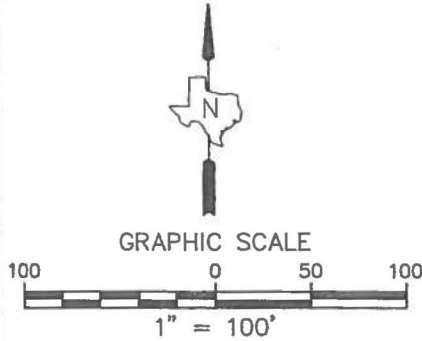
11/14/17

Calvin E. Cock, III
Registered Professional Land Surveyor No. 5622
Criado & Associates
4100 Spring Valley, Suite 1001
Dallas, Texas 75244
TBPLS Firm Registration No. 101633-00



5,637 SQUARE FEET (0.1294 ACRE)
 WASTEWATER EASEMENT
 LINCOLN CENTRE
 LOT 1, BLOCK B/7000

Exhibit A



ISAIAH PARK SURVEY
 ABSTRACT NO. 1144

STATE OF TEXAS
 CALLED 2.961 AC.
 VOL. 67122, PG. 1781
 D.R.D.C.T.

INTERSTATE HIGHWAY NO. 635
 (LBJ FREEWAY)
 (VARIABLE WIDTH ROW)

STATE OF TEXAS
 CALLED 0.286 AC.
 INST. NO. 201100072946
 O.P.R.D.C.T.

BLOCK B/7000

TEACHERS INSURANCE AND ANNUITY
 ASSOCIATION OF AMERICA
 "TRACT ONE"
 CALLED 13.3675 ACRES
 INST. NO. 200503611720
 O.P.R.D.C.T.

LOT 1
 LINCOLN CENTRE
 INST. NO. 200900170014
 O.P.R.D.C.T.

LINE	BEARING	DISTANCE
L1	N 66°37'01" E	39.31'
L2	N 55°26'02" E	84.88'
L3	S 73°34'48" W	90.17'
L4	N 17°34'21" W	17.51'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	803.47'	21°55'13"	307.38'	N 66°41'21" E	305.51'
C2	803.47'	06°29'43"	91.08'	N 80°53'46" E	91.03'

LEGEND

- EXISTING RIGHT OF WAY LINE
- OLD RIGHT OF WAY LINE
- PROPOSED EASEMENT LINE
- TxDOT ALUMINUM DISK FOUND
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR CORNER
- 5/8" SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CR1AD0"
- RECORD MONUMENT
- DEED RECORDS DALLAS COUNTY TEXAS
- OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
- MAP RECORDS DALLAS COUNTY TEXAS
- ①TxDOT DISK
- 5/8" FIR
- PFC
- 5/8" SIRC
- (RM)
- D.R.D.C.T.
- O.P.R.D.C.T.
- M.R.D.C.T.

A DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM,
 NAD 83 (2011) EPOCH 2010.00, NORTH CENTRAL ZONE 4202

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN
 ON THE GROUND SURVEY MADE UNDER MY SUPERVISION
 AND, TO THE BEST OF MY KNOWLEDGE,
 IS TRUE AND CORRECT.



Calvin E. Cock, III, R.P.L.S. No. 5622 DATE

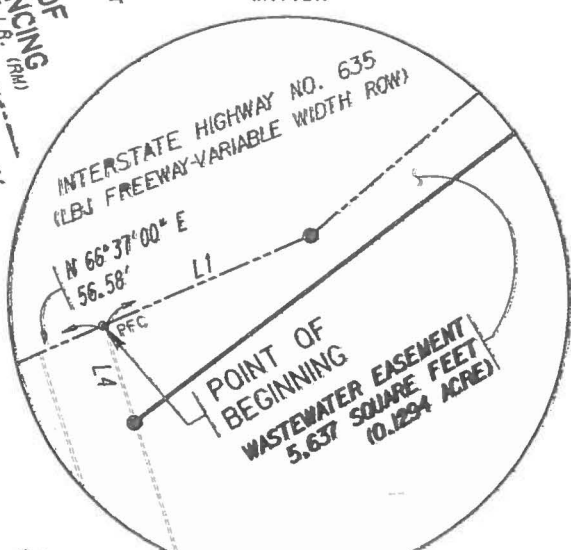
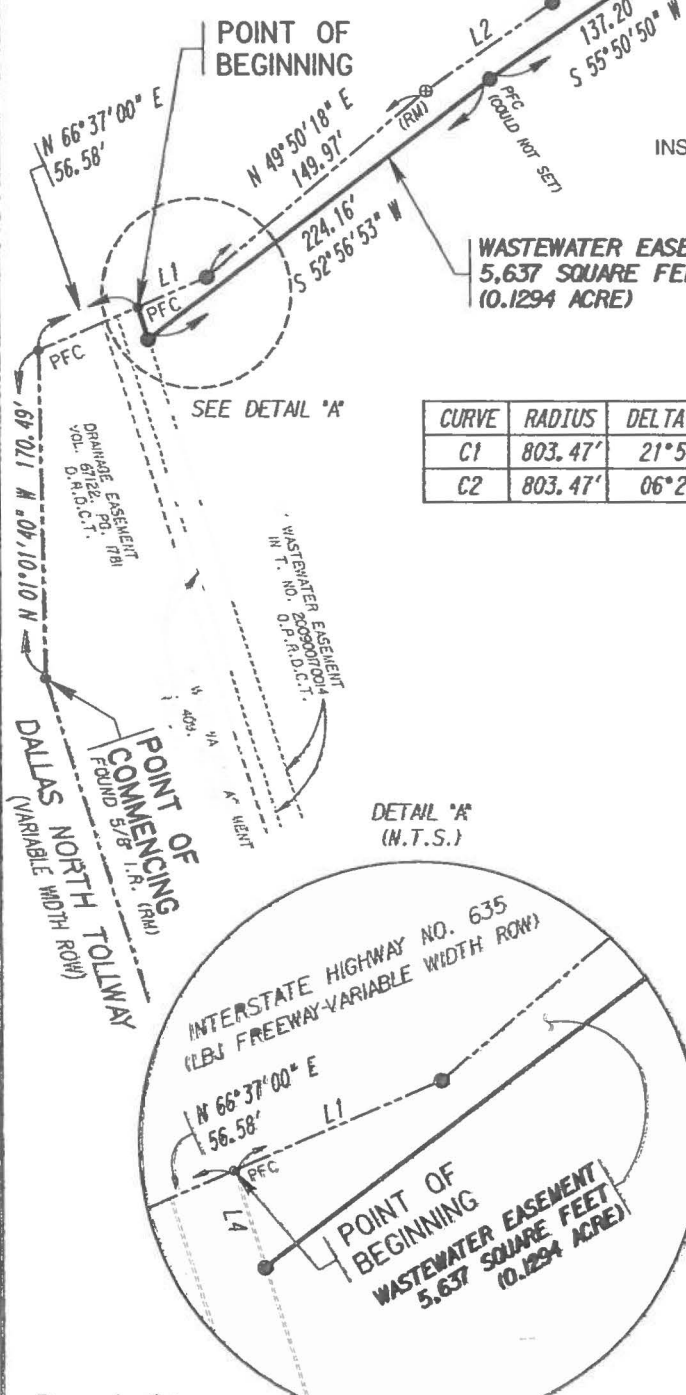


EXHIBIT B

WASTEWATER EASEMENT

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

That Teachers Insurance and Annuity Association of America, a New York corporation (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of _____, State of New York, for and in consideration of the sum of FORTY SEVEN THOUSAND NINE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$47,915.00) 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, and the further benefits to be derived by the remaining property as a result of projected public improvements, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, an easement for the purpose of laying, constructing, maintaining, repairing and replacing a City wastewater main or mains and appurtenances and such additional main or mains and appurtenances as are needed in the future in, under, through, across and along all that certain lot, tract or parcel of land described in Exhibit A, attached hereto and made a part hereof by reference for all purposes.

The City is acquiring this property for the purpose of laying, constructing, maintaining, repairing and replacing a City wastewater main or mains and appurtenances, and such additional main or mains and appurtenances as are needed in the future, according to such plans and specifications as will, in City's opinion, best serve the public purpose. The payment of the purchase price shall be considered full and adequate compensation for the easement rights herein granted.

Should one or more of the Grantors herein be natural persons and not joined by their respective spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor(s). Should one or more of the Grantors herein be a legal entity other than a natural person, it shall be conclusively presumed that the person signing on behalf of such a party has been duly and legally authorized to so sign and there shall be no necessity for a seal or attestation.

The City shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the right of ingress and egress over and across said property to and from said easement for the purpose of constructing, reconstructing, maintaining, inspecting or repairing said main or mains and appurtenances.

The City shall have the right to remove and keep removed from the permanent easement herein granted any and all structures, fences, trees, shrubs, growths or other obstructions which may endanger or interfere with the construction, reconstruction, maintenance, repair or operation of the said main or mains. (Grantor, its successors or assigns, shall not place or store any material upon, or cover, bury, pave over or otherwise obstruct any cleanout, valve, meter or manhole located within the herein described permanent easement.)

Grantor, its successors or assigns, shall not be permitted to plant trees or shrubs of any kind within the boundaries of the herein described permanent easement.

All expenses in the construction and maintenance of said main or mains and appurtenances shall be borne by the City. In the construction of said main or mains and appurtenances, should the City find it necessary to remove any improvements now on the above-described property, all of those expenses shall also be borne by the City. Upon completion of construction, all surplus excavation, debris, trash or litter resulting from construction shall be cleaned up and hauled off the premises, and the easement property, including any fences disturbed, shall be restored to its original contour and condition.

Nothing in this easement shall be construed as a waiver by the City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas.

SPECIAL PROVISIONS: None

TO HAVE AND TO HOLD the above described easement, 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 easement 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 _____, _____.

Teachers Insurance and Annuity Association of America, a New York corporation

By: _____
Name, Title

* * * * *

STATE OF _____,
COUNTY OF _____.

This instrument was acknowledged before me on the ___ day of _____, 2018 by _____ of Teachers Insurance and Annuity Association of America, a New York corporation, on behalf of said corporation.

Notary Public, State of _____

* * * * *

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: Shaun Davis

Wastewater Easement Log No. 45556

Exhibit A

5,637 SQUARE FEET (0.1294 ACRE)
WASTEWATER EASEMENT
LINCOLN CENTRE
LOT 1, BLOCK B/7000

BEING 5,637 square feet (0.1294 of an acre) tract of land located in the Isaiah Park Survey, Abstract Number 1144, City of Dallas, Dallas County, Texas, and being a portion of Lot 1, Block B/7000 of Lincoln Centre, an addition to the City of Dallas, Dallas County, Texas, as shown on the plat recorded in Instrument Number 200900170014 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), also being part of a called 13.3675 acre tract of land described as "Tract One" in the Special Warranty Deed to Teachers Insurance and Annuity Association of America as recorded in Instrument Number 200503611720 O.P.R.D.C.T, said 5,637 square foot (0.1294 acre) tract of land being described more particularly by metes and bounds a follows:

COMMENCING at a 5/8 inch iron rod found (Controlling Monument) (CM) for the most southerly northwest corner of said Lot 1 and said "Tract One", being in the easterly right-of-way line of Dallas North Tollway (a variable width right-of-way) and the westerly line of a Permanent Drainage Channel Easement as recorded in Volume 67122, Page 1781 of the Deed Records of Dallas County, Texas (D.R.D.C.T.);

THENCE, NORTH 01°01'40" WEST, along easterly right-of-line of said Dallas North Tollway and the westerly line of said Lot 1 and said "Tract One", a distance of 170.49 feet to a 5/8 inch iron rod found for the most northerly northwest corner of said Lot 1 and said "Tract One", said point located at the intersection of the easterly right-of-way line of said Dallas North Tollway with the southerly right-of-way line of Interstate Highway No. 635 (IH-635), a variable width right-of-way as described in the deed to the State of Texas, a called 2.961 acre tract of land, as recorded in Volume 67122, Page 1781 D.R.D.C.T. ;

THENCE, NORTH 66°37'00" EAST, along the common northerly line of said Lot 1 and said "Tract One", southerly line of said called 2.961 acre tract of land and southerly right-of-way line of said IH-635, a distance of 56.58 feet to a point for the northeast corner of a 12 foot wide Wastewater Easement as shown on said plat of Lincoln Centre, said point also being the **POINT OF BEGINNING** of the herein described tract of land,;

THENCE, NORTH 66°37'01" EAST, continuing along said common line, a distance of 39.31 feet to a 5/8 inch iron rod with yellow cap stamped "CRIADO" set for corner;

THENCE, NORTH 49°50'18" EAST, continuing along said common line, a distance of 149.97 feet to a TXDOT cap found for an angle point, said point being the southwesterly corner of a called 0.286 acre tract of land described in the deed to the State of Texas as right-of-way for said IH-635 as recorded in Instrument No. 201100072946, O.P.R.D.C.T ;

 FIELD NOTES APPROVED:
DM 12/29/17

5,637 SQUARE FEET (0.1294 ACRE)
WASTEWATER EASEMENT
LINCOLN CENTRE
LOT 1, BLOCK B/7000

Exhibit A

THENCE, NORTH 55°26'02" EAST, along southerly right-of-way line of said IH-635 and southerly line of said called 0.286 acre tract of land, a distance of 84.88 feet to a 5/8 inch iron rod with yellow cap stamped "CRIADO" set for the beginning of a curve to the right;

THENCE Northeasterly, continuing along said lines and the arc of said curve to the right, having a Radius of 803.47 feet, a Central Angle of 21°55'13", a Chord of 305.51 feet which bears NORTH 66°41'21" EAST, for an arc distance of 307.38 feet to a 5/8 inch iron rod with yellow cap stamped "CRIADO" set for corner, from which a TxDOT cap found bears northeasterly, along the arc of a curve to the right, having a Radius of 803.47 feet, a Central Angle of 06°29'43", a Chord of 91.03 feet which bears NORTH 80°53'46" EAST, an arc distance of 91.08 feet, and NORTH 84°08'37" EAST, a distance of 388.70 feet;

THENCE, over and across said Lot 1 and said "Tract One" the following courses and distances:

SOUTH 73°34'48" WEST, leaving said common line, a distance of 90.17 feet to an "X" set for an angle point;

SOUTH 62°38'56" WEST, a distance of 131.65 feet to an "X" set for corner;

SOUTH 55°50'50" WEST, a distance of 137.20 feet to a point for corner (unable to set);

SOUTH 52°56'53" WEST, a distance of 224.16 feet to a 5/8 inch iron rod with yellow cap stamped "CRIADO" set for corner in the easterly line of said 12 foot wide Wastewater Easement ;

THENCE, NORTH 17°34'21" WEST, continuing over and across said Lot 1 and said "Tract One", and along the easterly line of said 12 foot wide Wastewater Easement, a distance of 17.51 feet to the **POINT OF BEGINNING** and containing 5,637 square feet or 0.1294 of an acre of land, more or less.

5,637 SQUARE FEET (0.1294 ACRE)
WASTEWATER EASEMENT
LINCOLN CENTRE
LOT 1, BLOCK B/7000

Exhibit A

A plat of same date accompanies this description.

Bearings are based on the State Plane Coordinate System, NAD 83 (2011) epoch 2010.00, Texas North Central Zone 4202. All distances and areas are surface and can be converted to grid by dividing by a scale factor of 1.000136506

I, Calvin E. Cock, III, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

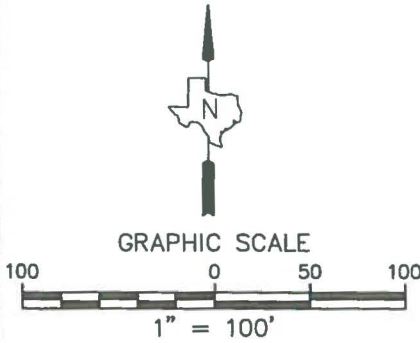

11/14/17

Calvin E. Cock, III
Registered Professional Land Surveyor No. 5622
Criado & Associates
4100 Spring Valley, Suite 1001
Dallas, Texas 75244
TBPLS Firm Registration No. 101633-00



5,637 SQUARE FEET (0.1294 ACRE)
 WASTEWATER EASEMENT
 LINCOLN CENTRE
 LOT 1, BLOCK B/7000

Exhibit A



ISAIAH PARK SURVEY
 ABSTRACT NO. 1144

STATE OF TEXAS
 CALLED 2.961 AC.
 VOL. 67122, PG. 1781
 D.R.D.C.T.

INTERSTATE HIGHWAY NO. 635
 (LBJ FREEWAY)
 (VARIABLE WIDTH ROW)

STATE OF TEXAS
 CALLED 0.286 AC.
 INST. NO. 201100072946
 O.P.R.D.C.T.

BLOCK B/7000

TEACHERS INSURANCE AND ANNUITY
 ASSOCIATION OF AMERICA
 "TRACT ONE"
 CALLED 13.3675 ACRES
 INST. NO. 200503611720
 O.P.R.D.C.T.

LOT 1
 LINCOLN CENTRE
 INST. NO. 200900170014
 O.P.R.D.C.T.

LINE	BEARING	DISTANCE
L1	N 66°37'01" E	39.31'
L2	N 55°26'02" E	84.88'
L3	S 73°34'48" W	90.17'
L4	N 17°34'21" W	17.51'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	803.47'	21°55'13"	307.38'	N 66°41'21" E	305.51'
C2	803.47'	06°29'43"	91.08'	N 80°53'46" E	91.03'

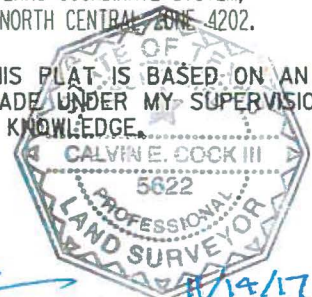
LEGEND

- EXISTING RIGHT OF WAY LINE -----
- OLD RIGHT OF WAY LINE -----
- PROPOSED EASEMENT LINE -----
- TxDOT ALUMINUM DISK FOUND ⊗XDOT DISK
- FOUND IRON ROD ● 5/8" FIR
- (UNLESS NOTED OTHERWISE)
- POINT FOR CORNER ● PFC
- 5/8" SET IRON ROD WITH YELLOW ● 5/8" SIRC
- PLASTIC CAP STAMPED "CRIADO"
- RECORD MONUMENT (RM)
- DEED RECORDS DALLAS COUNTY TEXAS D.R.D.C.T.
- OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS O.P.R.D.C.T.
- MAP RECORDS DALLAS COUNTY TEXAS M.R.D.C.T.

A DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM,
 NAD 83 (2011) EPOCH 2010.00, NORTH CENTRAL ZONE 4202.

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN
 ON THE GROUND SURVEY MADE UNDER MY SUPERVISION
 AND, TO THE BEST OF MY KNOWLEDGE,
 IS TRUE AND CORRECT.



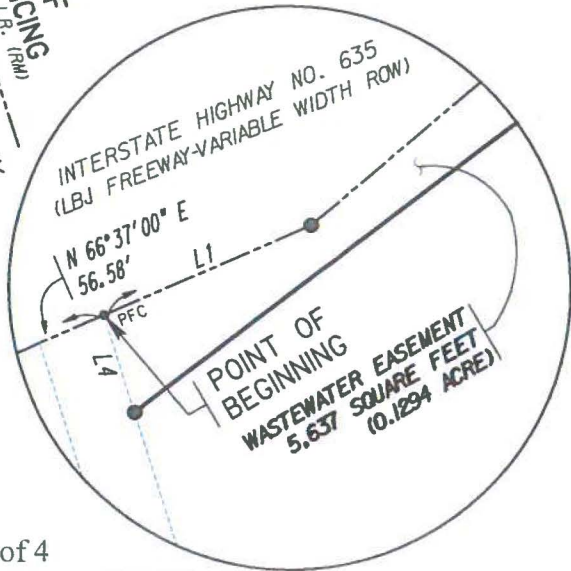
Calvin E. Cock, III, R.P.L.S. No. 5622 DATE

POINT OF BEGINNING

WASTEWATER EASEMENT
 5,637 SQUARE FEET
 (0.1294 ACRE)

SEE DETAIL "A"

DETAIL "A"
 (N.T.S.)



AGENDA ITEM # 13

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: April 25, 2018

COUNCIL DISTRICT(S): 13

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 25X

SUBJECT

An ordinance granting renewal of a revocable license to Milan Ventures, Inc., for the use of approximately 820 square feet of land to maintain an existing subsurface grease trap under a portion of Weldon Howell Parkway right-of-way located near its intersection with Preston Road - Revenue: \$4,428 annually, plus the \$20 ordinance publication fee

BACKGROUND

This item grants renewal of a revocable license to Milan Ventures, Inc., for the use of approximately 820 square feet of land to maintain an existing subsurface grease trap under a portion of Weldon Howell Parkway right-of-way located near its intersection with Preston Road. This ordinance renews the rights previously granted by Ordinance No. 27868. 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)

On May 12, 2010, City Council authorized a revocable license to Milan Ventures, Inc., for the use of approximately 820 square feet of land to maintain an existing subsurface grease trap under a portion of Weldon Howell Parkway right-of-way located near its intersection with Preston Road by Resolution No. 10-1227; Ordinance No. 27868.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on April 23, 2018.

FISCAL INFORMATION

Revenue - \$4,428 annually, plus the \$20 ordinance publication fee

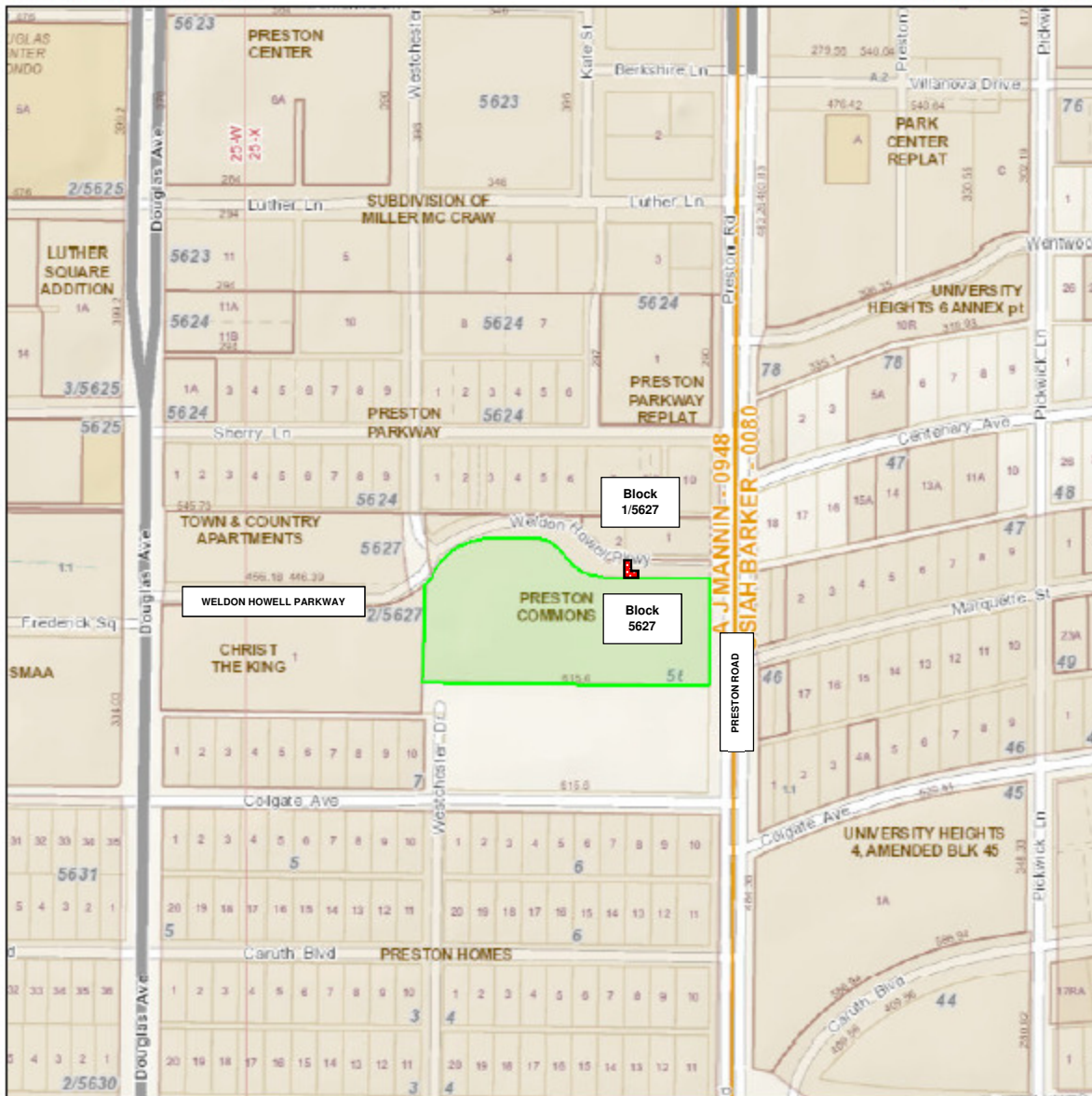
OWNER

Milan Ventures, Inc.

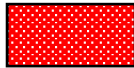
Richard Gussoni, President

MAP

Attached



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



SUBSURFACE LICENSE AREA

ORDINANCE NO. _____

An ordinance granting renewal of a revocable license to Milan Ventures, Inc. to occupy, maintain and utilize a portion of Weldon Howell Parkway right-of-way located near the intersection of Weldon Howell Parkway and Preston Road adjacent to City Block 5627 within the limits hereinafter more fully described, for the purpose of maintaining a subsurface grease trap; providing for the terms and conditions of this license; 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.

ooo0ooo

WHEREAS, on May 12, 2010, the City Council of the City of Dallas passed Ordinance No. 27868, thereby granting Milan Ventures, Inc. the right, privilege and franchise to utilize a portion of Weldon Howell Parkway right-of-way for the maintenance and use of a subsurface grease trap; and

WHEREAS, the rights granted by said ordinance have expired; and

WHEREAS, Milan Ventures, Inc. has requested renewal of the rights granted by said ordinance; and

WHEREAS, the City Council of the City of Dallas is of the opinion that a license should be granted to Milan Ventures, Inc. to continue to use this public property for said purpose, subject to the conditions hereinafter more fully set out.

Now, Therefore,

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

SECTION 1. That a revocable license, hereinafter referred to as "license", subject to the restrictions and conditions of this ordinance, is hereby granted to Milan Ventures, Inc., a Texas corporation, 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 three (3) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That for and in monetary consideration of **FOUR THOUSAND FOUR HUNDRED TWENTY-EIGHT (\$4,428.00) AND NO/DOLLARS** annually for the license herein granted, following the effective date of ordinance, 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 **FOUR THOUSAND FOUR HUNDRED TWENTY-EIGHT (\$4,428.00) AND NO/DOLLARS** shall be paid prior to the final passage of this ordinance and shall cover the consideration for 2018. 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 Sustainable Development and Construction, or his designee, may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the City Financial Officer of the City of Dallas and deposited in the General Fund, Fund 0001, Department DEV, Unit 1181, Revenue Code 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10 percent a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Sustainable Development and Construction of the City of Dallas: maintenance of a subsurface grease trap.

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

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right to terminate and cancel this license, at will, by resolution duly passed by said Governing Body. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be

SECTION 3. (continued)

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. In the event of either 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 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 Sustainable Development and Construction.

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

- (a) **GRANTEE** shall obtain a right-of-way permit from Public Works Department in addition to any other required Building Permits and **GRANTEE** confirms the license area remains the same.
- (b) **GRANTEE** shall acknowledge Atmos Energy has facilities in the area described in Exhibit A and **GRANTEE** shall be responsible to relocate said facilities if conflicts arise.

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 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 Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restrictions and conditions

SECTION 10. (continued)

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 Sustainable Development and Construction within ten (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 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 Sustainable Development and Construction, or designee. Upon receipt of the fee for the year 2018, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one (1) year after its passage.

SECTION 12. That this ordinance is also designated for City purposes as Contract No. DEV-2018-00005118.

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

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

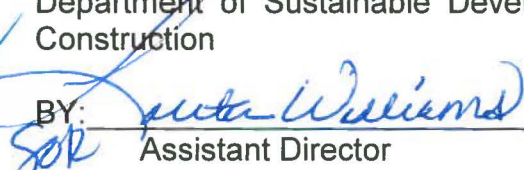
DAVID COSSUM, Director

Department of Sustainable Development and Construction

BY:


Assistant City Attorney

BY:


Assistant Director

Passed _____.

LICENSE AGREEMENT

Preston Commons
Weldon Howell Parkway
City Block 5627
City of Dallas, Dallas County, Texas

DESCRIPTION of a 820 square foot (0.0188 acres) tract of land situated in City Block 5627, in the A.J. Martin Survey, Abstract 948, Dallas County, Texas, said tract being out of Preston Commons an addition to the City of Dallas, a plat recorded in Volume 85139, Page 4526 Deed Records Dallas County, and being a portion of a tract of land conveyed by special warranty deed to BF Preston Commons L.P. as recorded in Volume 2005099, Page 171 D.R.D.C.T. and within the right-of-way of Weldon Howell Parkway (variable width easement), as recorded in Volume 79106, Page 2680 D.R.D.C.T., said 820 square foot tract being more particularly described by metes and bounds as follows:

Commencing at a found "X" being the Southeast corner of lot 2 block 1 of Centex Addition, as recorded in Volume 96221, Page 192 Deed Records Dallas County, the West right-of-way line of Preston Road (100' ROW), the North right-of-way line of said Weldon Howell Parkway and the most Easterly Northeast corner of said Preston Commons;

Thence South 89 degrees 50 minutes 30 seconds West, along the South line of said lot 2 block 1/5267 and the most Southerly North line of Preston Commons a distance of 188.61 feet to the Point of Beginning and Northeast corner of herein described tract;

Thence South 00 degrees 09 minutes 30 seconds East, perpendicular to the South line of said Centex Addition and the North line of said Weldon Howell Parkway a distance of 25.00 feet to a point for corner;

Thence North 89 degrees 50 minutes 30 seconds East, parallel to the South line of said Centex Addition and North right-of-way line of said Weldon Howell Parkway a distance of 28.00 feet to a point for corner;

Thence South 00 degrees 09 minutes 30 seconds East, a distance of 15.00 feet to a point being on the South right-of-way line of said Weldon Howell Parkway for the Southeast corner of herein described tract;

Thence South 89 degrees 50 minutes 30 seconds West, along South right-of-way line of said Weldon Howell Parkway a distance of 38.00 feet to a point being on the South line of said Weldon Howell Parkway for the most Southerly southwest corner of herein described tract;

Thence North 00 degrees 09 minutes 30 seconds West, leaving said South right-of-way line a distance of 40.00 feet to a point on the North right-of-way line of said Weldon Howell Parkway and the South line of lot 2 block 1/5267 of said Centex Addition for the Northwest corner of herein described tract;

Thence North 89 degrees 50 minutes 30 seconds East, along the South line of said lot 2 block 1/5267 of said Centex Addition and North line of Weldon Howell Parkway a distance of 10.00 feet to the Point of Beginning and containing 820 square feet of land.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

BASIS OF BEARING IS THE MOST SOUTHERLY NORTH LINE OF PRESTON COMMONS, AN ADDITION TO THE CITY OF DALLAS, (NORTH 89 DEGREES 50 MINUTES 30 SECONDS EAST) AS RECORDED IN VOLUME 85139, PAGE 4526, DEED RECORDS OF DALLAS COUNTY, TEXAS

Cody L. Condron 12/18/09
CODY L. CONDRON DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5899
TRI-TECH SURVEYING COMPANY, L.P.
10401 WESTOFFICE DRIVE
HOUSTON TX, 77042
713-667-0800
(PAGE 2 OF 2 BEING PLAT OF SAME DATE)



(FOR SPRG USE ONLY)
REVIEWED BY: DBP
DATE: 12-18-2009
SPRG NO: 1812

EXHIBIT A

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- LICENSE AGREEMENT LINE
- LICENSE AGREEMENT CORNER (C.M.) CONTROLLING MONUMENT
- D.C.C.F.S. DALLAS COUNTY CLERK'S FILE NO.

LINE TABLE

L1	S 00° 09' 30" E	28.00'
L2	N 88° 50' 30" E	28.00'
L3	S 00° 09' 30" W	18.00'
L4	S 88° 50' 30" W	38.00'
L5	N 00° 09' 30" E	40.00'
L6	N 88° 50' 30" E	10.00'

PRESTON PARKWAY ADDITION
VOL. 7, PG. 48
D.R.D.C.T.

WELDON HOWELL PARKWAY
(VOL. 78108, PG. 2880 D.R.D.C.T.)
SEE NOTE #1

LOT 2
BLOCK 1 / 5627
RB 8119
PRESTON LLC
D.C.C.F.#20070282110

LOT 1
BLOCK 1 / 5627
VAN FOUR LTD
VOL. 2000150, PG. 1573
D.R.D.C.T.

CENTEX ADDITION
VOL. 98221, PG. 192
D.R.D.C.T.

20' MUTUAL ACCESS AND UTILITY EASEMENT
(VOL. 98221, PG. 192 D.R.D.C.T.)

WELDON HOWELL PARKWAY
(VOL. 78108, PG. 2880 D.R.D.C.T.)
SEE NOTE #1

PRESTON COMMONS
VOL. 85138, PG. 4926 D.R.D.C.T.

BF PRESTON COMMONS LP
VOL. 2005089 PG. 171
D.R.D.C.T.

(FOR SPRG USE ONLY)
REVIEWED BY: EBF
DATE: 12-14-2007
SPRG NO: 1812

LICENSE AGREEMENT

PRESTON COMMONS
WELDON HOWELL PARKWAY
CITY BLOCK 5627
CITY OF DALLAS, DALLAS COUNTY, TEXAS



CODY L. CONSON
REGISTERED PROFESSIONAL
LAND SURVEYOR

WWW.SURVTECHCOMPANY.COM
1101 Westchester Drive, Suite 1111, Dallas, TX 75205
Houston, Texas, 77042 Phone: (713) 447-4410 Fax: (713) 447-4410

TRI-TECH SURVEYING COMPANY, L.P.

DRAWN BY: M. BAIRD	CHECKED BY: TRON	SCALE 1"=40'	DATE OCTOBER, 2008	JOB NUMBER DC-100-04-07W
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**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.

AGENDA ITEM # 14

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

April 25, 2018

COUNCIL DISTRICT(S):

14

DEPARTMENT:

Department of Trinity Watershed Management
City Attorney's Office

CMO:

Jody Puckett, 670-3390
Larry Casto, 670-3491

MAPSCO:

45 D

SUBJECT

Authorize **(1)** settlement in lieu of proceeding further with condemnation in the condemnation suit styled City of Dallas v. DP Ross 3808 LLC, a Texas Limited Liability Company, et al., pending in County Court at Law No. 1, Cause No. CC-15-03331-A, for acquisition from DP Ross 3808 LLC, et al., of a subsurface easement under approximately 18,412 square feet of land located on Ross Avenue at its intersection with Washington Avenue for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project, in the amount of \$179,517; and **(2)** the deposit of the additional amount of \$111,393 (being the difference between the settlement amount of \$179,517 and the previously deposited commissioners award amount of \$68,124) - Not to exceed \$114,393 (\$111,393 being the additional amount, plus closing costs and title expenses not to exceed \$3,000) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes settlement for the acquisition of a subsurface easement under approximately 18,412 square feet of land located on Ross Avenue at its intersection with Washington Avenue for the Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project. This settlement will allow acquisition of the property without further condemnation proceedings.

On March 25, 2015, City Council authorized the purchase and/or condemnation of this property by Resolution No. 15-0567. The property owner was offered \$68,124 based on a written appraisal from an independent certified appraiser. The property owner did not accept the offer and the City filed a condemnation proceeding to acquire the property for the project.

On October 20, 2015, the property owner was awarded \$68,124 after a hearing before the Special Commissioners and the award was deposited with the County Clerk of Dallas County, Texas on December 16, 2015.

BACKGROUND (continued)

On October 29, 2015, the Defendant filed Objections to the Special Commissioners' Award.

The City and DP Ross 3808 LLC, et al., entered into negotiation discussions and on February 16, 2018 agreed to a settlement amount of \$179,517 to settle the condemnation lawsuit, subject to City Council approval.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 25, 2015, City Council authorized acquisition, including the right of eminent domain by Resolution No. 15-0567.

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 23, 2018.

FISCAL INFORMATION

2006 Bond Funds - \$114,393 (\$111,393 being the additional amount, plus closing costs and title expenses not to exceed \$3,000)

Resolution No. 15-0567	\$ 71,124
Additional Amount (this action)	<u>\$111,393</u>
Total Authorized Amount	\$182,517

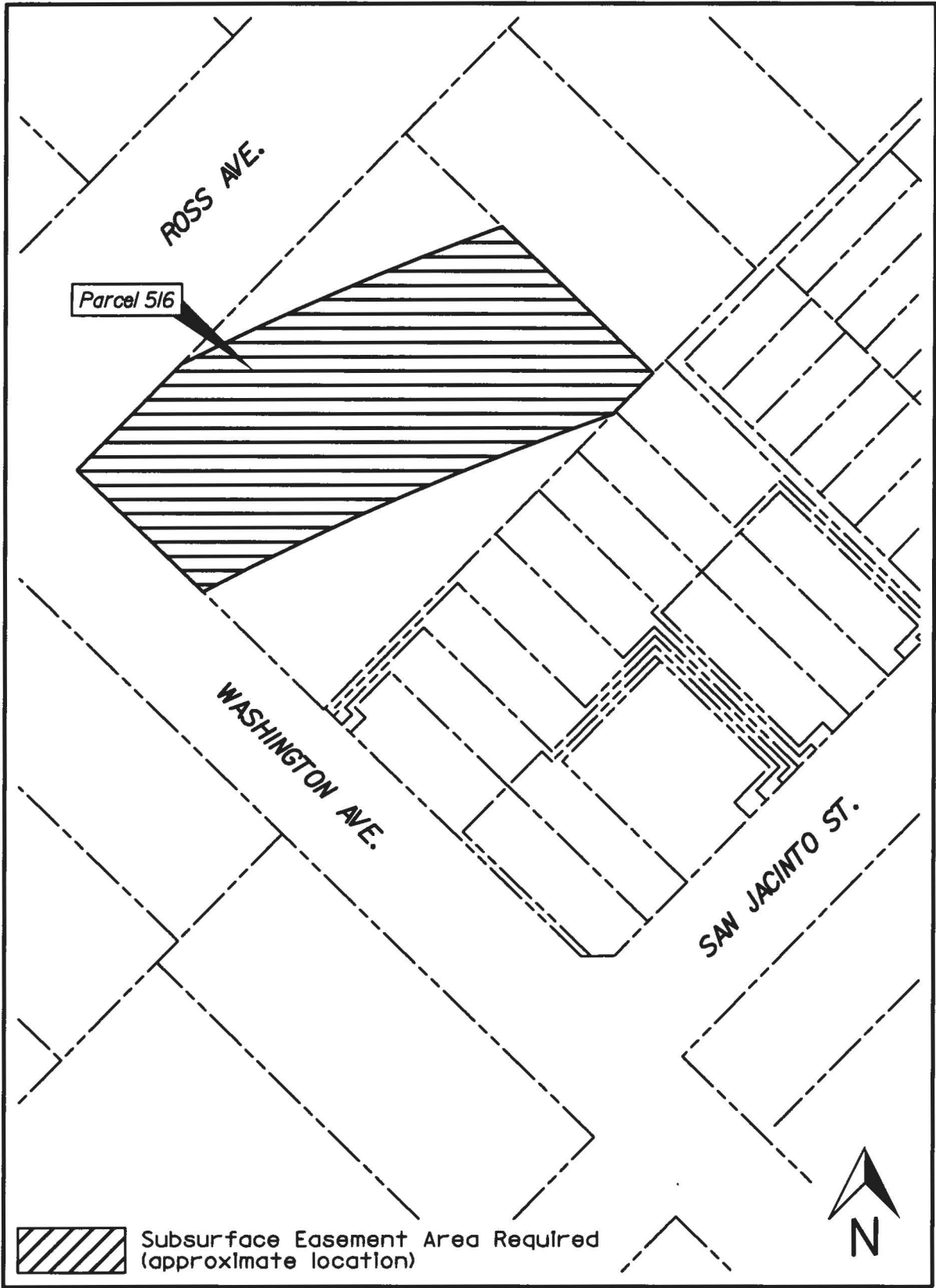
OWNER

DP Ross 3808 LLC

Seth Davidow, Managing Member

MAP

Attached



April 25, 2018

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 and/or condemnation, 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 FIRST 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 FIRST RESOLUTION, filed a CONDEMNATION PROCEEDING for the acquisition of the PROPERTY INTEREST in and to the PROPERTY for the PROJECT; and

WHEREAS, the SPECIAL COMMISSIONERS' AWARD AMOUNT rendered by the Special Commissioners appointed by the Court in the CONDEMNATION PROCEEDING was deposited into the registry of the Court; 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

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

April 25, 2018

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, a municipal corporation

“FIRST RESOLUTION”: Resolution No. 15-0567 approved by the Dallas City Council on March 25, 2015, authorizing acquisition, including the exercise of the right of eminent domain, of a subsurface easement, which is incorporated herein by reference.

“CONDEMNATION PROCEEDING/LAWSUIT”: Cause No. CC-15-03331-A, in Dallas County Court at Law No. 1, and styled City of Dallas v. DP Ross 3808 LLC, a Texas Limited Liability Company, et al., filed pursuant to the FIRST RESOLUTION.

“PROPERTY”: Located under approximately 18,412 square feet in area, lying between the subsurface elevations of 231 feet and 405 feet (U.S. Survey Feet), inclusive, North American Vertical Datum of 1988, located in Dallas County, Texas, as described in the CONDEMNATION PROCEEDING.

“PROPERTY INTEREST”: Flood Control Tunnel Easement

“PROJECT”: Mill Creek/Peaks Branch/State-Thomas Drainage Relief Tunnel Project

“USE”: The below ground construction, installation, use and maintenance of a deep tunnel for the storage and transmission of storm drainage, together with such appurtenant facilities as may be necessary, however, to the extent flood control tunnel easement 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.

“OFFICIAL OFFER AMOUNT”: \$68,124, as approved in the FIRST RESOLUTION.

“SPECIAL COMMISSIONERS’ AWARD AMOUNT”: \$68,124, the same having been previously deposited into the Dallas County Court.

“SETTLEMENT AMOUNT”: \$179,517, which includes the SPECIAL COMMISSIONERS’ AWARD AMOUNT.

April 25, 2018

SECTION 1. (continued)

“ADDITIONAL AMOUNT”: \$111,393, the difference between the SETTLEMENT AMOUNT and the SPECIAL COMMISSIONERS’ AWARD AMOUNT.

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

“AUTHORIZED AMOUNT”: Not to exceed \$114,393 (ADDITIONAL AMOUNT plus CLOSING COSTS AND TITLE EXPENSES)

“DESIGNATED FUNDS”: ADDITIONAL AMOUNT payable out of 2006 Bond Funds: Fund 1T23, Department TWM, Unit T525, Activity SDRS, Program PB06T525, Object 4210, Encumbrance/Contract No. CX-TWM-2018-00005646, Vendor 125808. CLOSING COSTS AND TITLE EXPENSES payable out of 2006 Bond Funds: Fund 1T23, Department TWM, Unit T525, Activity SDRS, Program PB06T525, Object 4230, Encumbrance CT-PBW06T525F14, Vendor 342843.

SECTION 2. That the City Attorney and the City Manager are 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.

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.

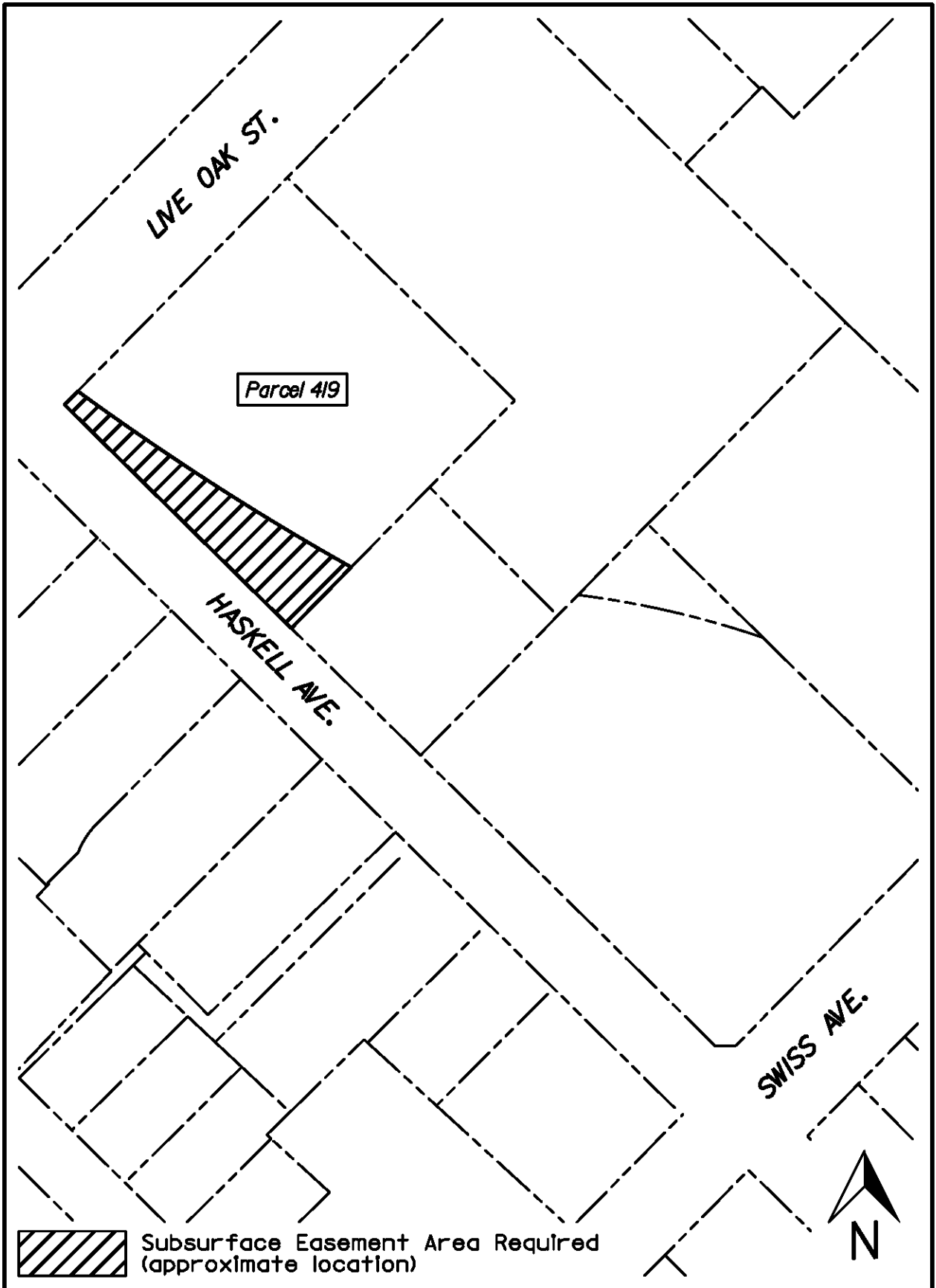
SECTION 5. That this Resolution is also designated for City purposes as Contract No. TWM-2018-00005646.

April 25, 2018

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

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

BY 
Assistant City Attorney



Subsurface Easement Area Required
(approximate location)

April 25, 2018

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

AGENDA ITEM # 16

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: April 25, 2018

COUNCIL DISTRICT(S): 6

DEPARTMENT: Department of Trinity Watershed Management

CMO: Jody Puckett, 670-3390

MAPSCO: 44 F

SUBJECT

Authorize the conveyance of a utility easement and right-of-way containing a total of approximately 16,071 square feet of land to Oncor Electric Delivery Company LLC for the installation, use, and maintenance of electric facilities across City-owned land located on Irving Boulevard near its intersection with Crampton Street - Financing: No cost consideration to the City

BACKGROUND

This item authorizes the conveyance of a utility easement and right-of-way to Oncor Electric Delivery Company LLC, located on Irving Boulevard near its intersection with Crampton Street. This utility easement and right-of-way will allow for the installation, use, and maintenance of electric facilities to service the Baker No. 3 Pump Station.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

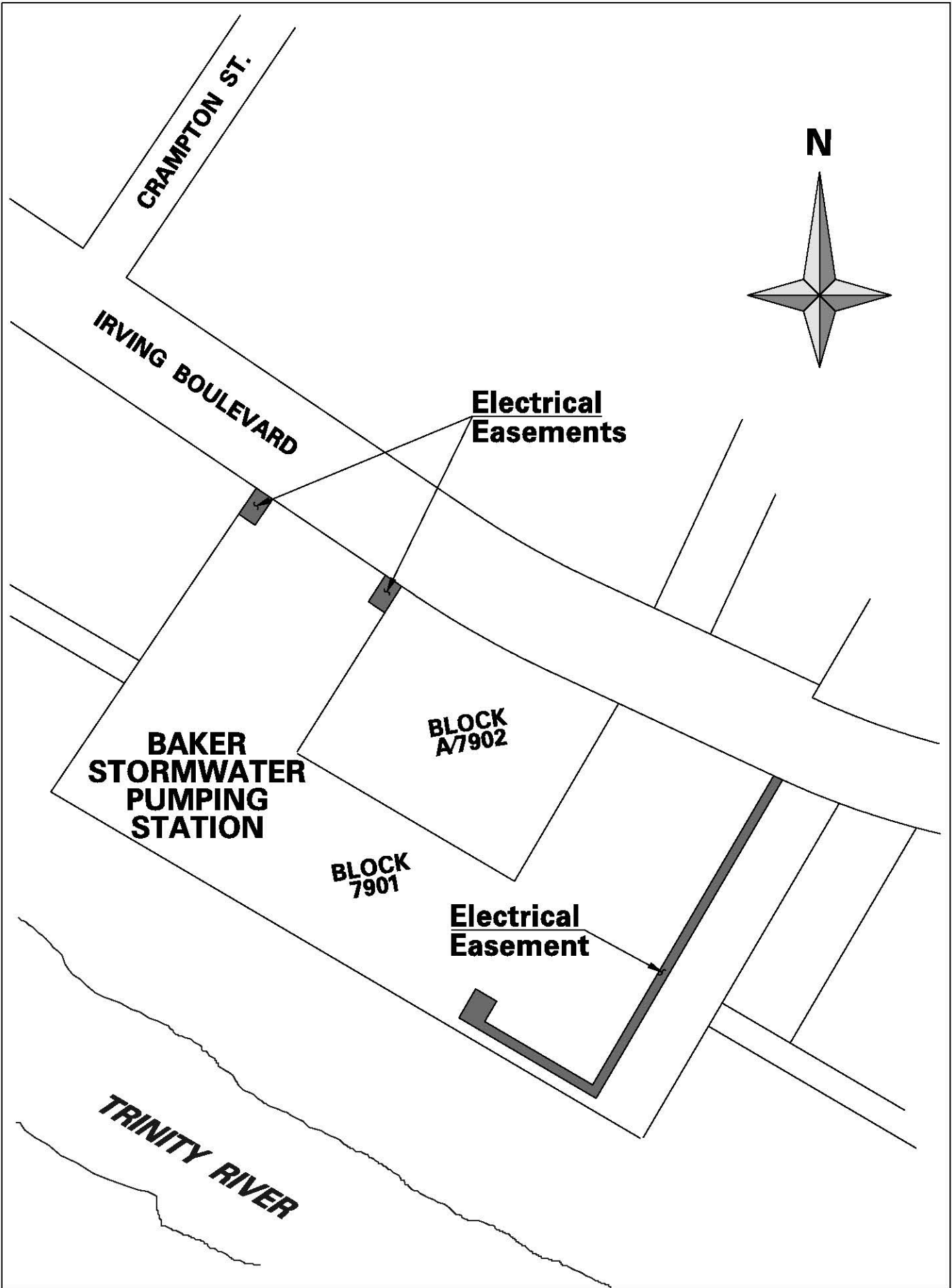
Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on April 23, 2018.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached



CRAMPTON ST.

IRVING BOULEVARD

N

Electrical Easements

**BAKER
STORMWATER
PUMPING
STATION**

**BLOCK
A7902**

**BLOCK
7901**

Electrical Easement

TRINITY RIVER

April 25, 2018

WHEREAS, the City of Dallas owns certain land being part of Blocks 7901, 7902 and 8655, Dallas, Dallas County, Texas, which is currently being developed for use as the Baker No. 3 Pump Station, being the same land conveyed to the City of Dallas by deeds recorded in: Instrument Number 201000180089; Volume 68196, Page 138; Volume 74029, Page 777; Volume 2000011, Page 3326; and Instrument Number 201300331681 of the Official Public Records of Dallas County Texas; and

WHEREAS, Oncor Electric Delivery Company LLC has requested an Easement and Right-of-Way containing a total of approximately 16,071 square feet of land, being more fully described in Exhibit A, attached hereto and incorporated herein for all purposes (the Easement); for the installation, use and maintenance of electric facilities; and

WHEREAS, the City of Dallas needs and desires said utility service to provide service to the Baker Pump Station.

Now, Therefore,

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


SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver to Oncor Electric Delivery Company LLC, an Easement and Right-of-Way to be attested by the City Secretary upon approval as to form by the City Attorney, for the installation, use and maintenance of electric facilities to service the Baker No. 3 Pump Station, as to a total of approximately 16,071 square feet of land described in Exhibit A.

SECTION 2. That this resolution is also designated for City purposes as Contract No. TWM-2018-00005691.

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

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

BY:



Assistant City Attorney

Tract A
Field Notes Describing a
1,440 Square Foot (0.033 Acre) Electrical Easement
In City Block 7902

Being a 1,440 Square Foot (0.033 Acre) tract of unplatted land situated in the Amos Hodges Survey, Abstract No. 1652, lying in the City of Dallas, Dallas County, Texas, lying in Block 7902 (Official City of Dallas Block Numbers), and being a part of the land conveyed to the City of Dallas by Warranty Deed recorded in Instrument Number 201000180089 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch diameter Iron Rod with 3 inch diameter Aluminum Cap marked "COD TRIN BAKER" set on the Southwest Right-of-Way line of Irving Boulevard (a variable width Right-of-Way), at the most Northerly corner of said City of Dallas tract, being also a common Northeast corner with a tract of land conveyed to Wilemon Enterprises, Ltd. by Warranty Deed recorded in Volume 95147, Page 29 of the Deed Records of Dallas County, Texas, from which a 1/2 inch diameter Iron Rod (Controlling Monument) found at the most Westerly corner of said City of Dallas tract bears South 34°05'28" West a distance of 318.42 feet:

THENCE South 55°56'50" East with the said Southwest line of Irving Boulevard a distance of 30.00 feet to the most Easterly corner of the herein described tract of land (not monumented):

THENCE South 34°05'28" West, departing the last said Southwest line of Irving Boulevard, over and across a portion of said City of Dallas tract a distance of 48.00 feet to the most Southerly corner of the herein described tract of land (not monumented):

THENCE North 55°56'50" West, continuing over and across said City of Dallas tract a distance of 30.00 feet to the intersection with the common line between said City of Dallas and Wilemon Enterprises, Ltd. tracts, and being also the most Westerly corner of the herein described tract of land (not monumented):

THENCE North 34°05'28" East, with the said common line between the City of Dallas and Wilemon Enterprises, Ltd. tract, a distance of 48.00 feet to the **POINT OF BEGINNING**, containing 1,440 Square Feet, or 0.033 Acres of land.

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

Scott Holt
2/1/2018



Tract B
Field Notes Describing a
1,441 Square Foot (0.033 Acre) Electrical Easement
In City Block 7902

Being a 1,441 Square Foot (0.033 Acre) tract of unplatted land situated in the Amos Hodges Survey, Abstract No. 1652, lying in the City of Dallas, Dallas County, Texas, lying in Block 7902 (Official City of Dallas Block Numbers), and being a part of the land conveyed to the City of Dallas by Warranty Deed recorded in Instrument Number 201000180089 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch diameter Iron Rod with 3 inch diameter Aluminum Cap marked "COD TRIN BAKER" set on the Southwest Right-of-Way line of Irving Boulevard (a variable width Right-of-Way), at the most Easterly corner of said City of Dallas tract, being also the most Northerly corner of the Moody-Day Addition, an addition to the City of Dallas recorded in Volume 73175, Page 1400 of the Deed Records of Dallas County, Texas, from which a 1/2 inch diameter Iron Rod (Controlling Monument) found at the most Southerly corner of said City of Dallas tract, being also the Most Westerly corner of said Moody-Day Addition, bears South 32°14'38" West a distance of 301.01 feet:

THENCE South 32°14'38" West, departing the last said Southwest line of Irving Boulevard and with the common line between said City of Dallas and the Moody-Day Addition, a distance of 48.03 feet to the most Southerly corner of the herein described tract of land (not monumented):

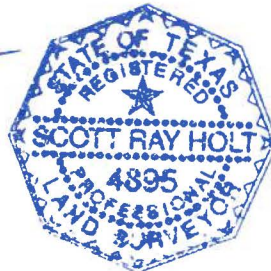
THENCE North 69°13'42" West, departing the last said common line between the City of Dallas tract and the Moody-Day Addition, over and across a portion of said City of Dallas tract a distance of 30.02 feet to the most Westerly corner of the herein described tract of land (not monumented):

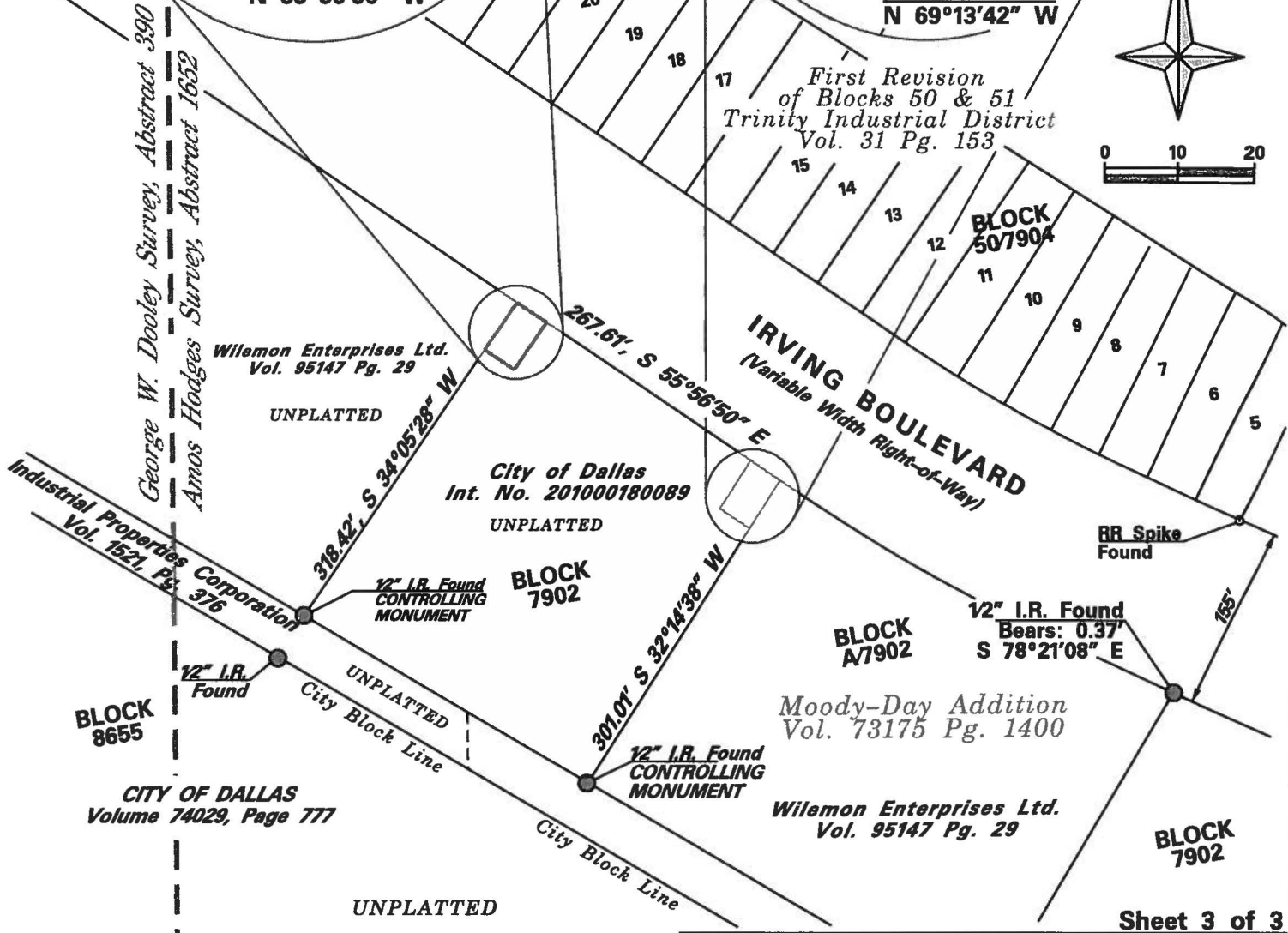
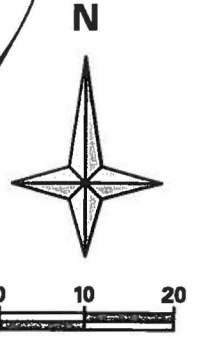
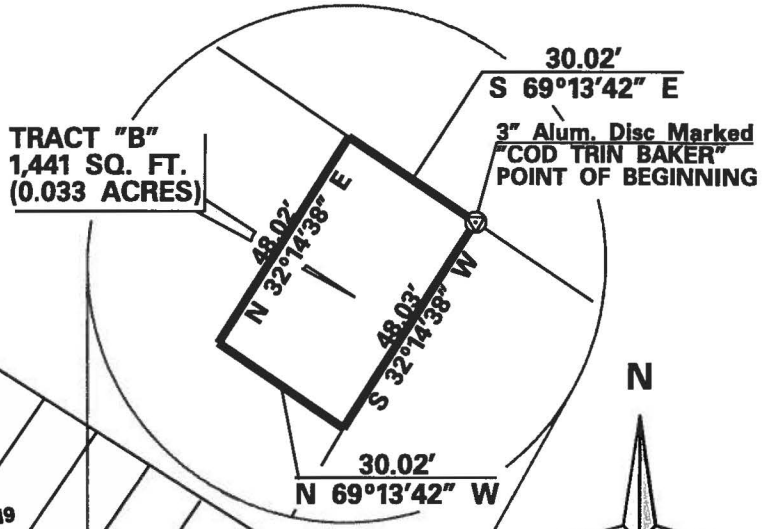
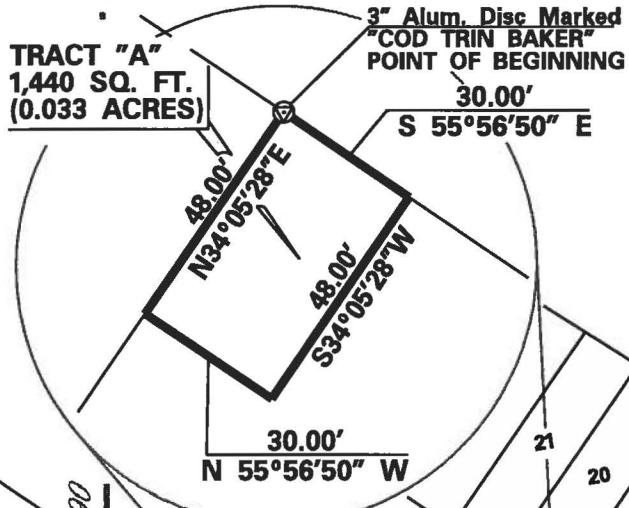
THENCE North 32°14'38" East, continuing over and across a portion of said City of Dallas tract, a distance of 48.02 feet to the intersection with the above said Southwest line of Irving Boulevard, being also the most Northerly corner of the herein described tract of land (not monumented):

THENCE South 69°13'42" East with the said Southwest line of Irving Boulevard a distance of 30.02 feet to the **POINT OF BEGINNING**, containing 1,441 Square Feet, or 0.033 Acres of land.

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

Scott Holt
2/1/2018





Sheet 3 of 3

BAKER PUMP STATION			
ONCOR Electrical Easements			
from the City of Dallas			
DEPT. OF PUBLIC WORKS & TRANSPORTATION			
SURVEY DIVISION CITY OF DALLAS, TEXAS			
OPER.NAME	DESIGN FILE NAME	SCALE	DATE
HOLT	N:\ENGR\SURVEY\HOLT\TRINITY\BAKER\Trinity Baker ONCOR Esmts.dgn	As Noted	2-1-18
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
PECK	HOLT	BAKER PUMP STATION	S101-164

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

**Field Notes Describing a 13,190 Square Foot (0.303 Acre)
Electrical Easement In City Blocks 7901 and 8655**

Being a 13,190 Square Foot (0.303 Acre) tract of unplatted land situated in the Amos Hodges Survey, Abstract No. 1652, lying in the City of Dallas, Dallas County, Texas, lying in Blocks 7901 and 8655 (Official City of Dallas Block Numbers), and being a part of the land conveyed to the City of Dallas by Warranty Deeds recorded in the Deed Records of Dallas County, Texas, as follows:

Volume 68196, Page 138

Volume 74029, Page 777

Volume 2000011, Page 3326

and Instrument Number 201300331681 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch diameter Iron Rod with 3-inch diameter Aluminum Cap marked "COD TRIN BAKER" set on the Southwest Right-of-Way line of Irving Boulevard (a variable width Right-of-Way), being also the Northeast line of the tract of land conveyed to the City of Dallas by deed recorded in Volume 67196, Page 138, at the Point of Curvature of a Curve to the Left:

THENCE Southeasterly with the said Southwest line of Irving Boulevard, pass at an Arc Distance of 4.28 feet the common line between the above said City of Dallas tract and a parcel of land conveyed to the City of Dallas by deed recorded in Volume 2000011, Page 3326, along said Curve, having a Radius of 1,293.11 feet, a Central Angle of $0^{\circ}31'55''$, an Arc Length of 12.01 feet and a Chord which bears South $65^{\circ}15'13''$ East a distance of 12.01 feet to the most Easterly corner of the herein described tract of land (not monumented), from which a fence post found at the common North corner of said City of Dallas tract with a tract of land conveyed to the Dallas County Employees Credit Union by deed recorded in Volume 20003214, Page 2199 bears Southeasterly along said curve an Arc Distance of 93.70 feet:

THENCE Southwesterly, departing the last said Southwest line of Irving Boulevard, over and across a portion of said City of Dallas properties the following courses and distances:

South $30^{\circ}21'45''$ West a distance of 563.31 feet to the most Southerly corner of the herein described tract of land (not monumented).

North $59^{\circ}34'10''$ West a distance of 242.95 feet to the most Westerly corner of the herein described tract of land (not monumented).

North $30^{\circ}25'50''$ East a distance of 51.00 feet to an outside corner of the herein described tract of land (not monumented).

**Field Notes Describing a 13,190 Square Foot (0.303 Acre)
Electrical Easement In City Blocks 7901 and 8655**

South 59°34'10" East a distance of 37.00 feet to an outside corner of the herein described tract of land (not monumented).

South 30°25'50" West a distance of 36.00 feet to an inside corner of the herein described tract of land (not monumented).

South 59°34'10" East a distance of 190.94 feet to an inside corner of the herein described tract of land (not monumented).

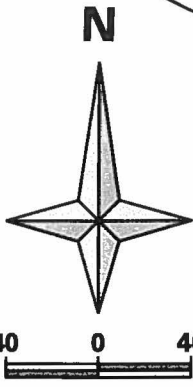
North 30°21'45" East a distance of 546.84 feet to the intersection with the above said Southwest line of Irving Boulevard, same being the most Northerly outside corner of the herein described tract of land (not monumented).

THENCE South 64°59'15" East with the last said Southwest line of Irving Boulevard a distance of 3.06 feet to the POINT OF BEGINNING, containing 13,190 Square Feet, or 0.303 Acres of land.

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

Scott Holt
3/2/2018





IRVING BOULEVARD
(Variable Width R.O.W.)

BLOCK A7902

BLOCK 7901

Moody-Day Addition
Vol. 73175 Pg. 1400

1/2" I.R. Found
Bears: 0.37'
S 78°21'08" E

264.05', S 64°59'14" E

314.34' N 30°21'45" E

3.06'
S 64°59'15" E

Rad = 1,293.11'
Δ = 0°31'55"
L = 12.01'
Ch: 12.01'
S 65°15'13" E

3" Alum Disc w/
"COD TRIN BAKER"
POINT OF BEGINNING

Deed Line

Corner Fence
Post Found
Controlling
Monument

1/2" I.R. Found
Bears: 1.10'
S 73°25'53" W

City of Dallas
Vol. 68196 Pg. 138
UNPLATTED

City of Dallas
Vol. 2000071 Pg. 3326
UNPLATTED

UNPLATTED
CITY OF DALLAS
Volume 74029
Page 777

Dallas County Union
Employees Credit Union
Vol. 20003214 Pg. 2199

City of Dallas
Int. #201300331681

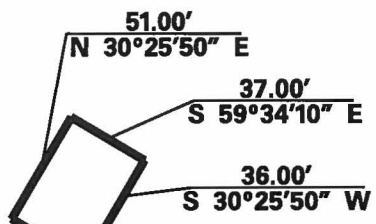
City Block Line

546.84' N 30°21'45" E
563.31' S 30°21'45" W

BLOCK 7901

BLOCK 8655

1/2" I.R. Found
CONTROLLING
MONUMENT



Industrial Properties
Corporation
Vol. 1521, Pg. 376

13,190 Sq. Ft.
(0.303 Acre)
Electrical Easement
To Be Conveyed

Amos Hodges Survey
Abstract 1652

BLOCK 8655

3" Alum. Cap w/
"COD TRIN BAKER"
N = 6976103.3603
E = 2479653.9027

Sheet 3 of 3

Oncor Electrical Easement

— For The —

Baker Pump Station

DEPARTMENT OF PUBLIC WORKS
CITY OF DALLAS: SURVEY DIVISION

OPER.NAME	DESIGN FILE NAME	SCALE	DATE
S. Holt	N:\ENGR\SURVEY\HOLT\TRINITY\Able Pump Station.dgn	As Noted	2-15-18
PARTY CHIEF	CALCULATIONS	FOLDER	FILE NO.
Prunty	S. Holt	Trinity Able Pump Station	S101-164

STRATEGIC PRIORITY: Economic and Neighborhood Vitality

AGENDA DATE: April 25, 2018

COUNCIL DISTRICT(S): 1

DEPARTMENT: Department of Trinity Watershed Management
Office of Economic Development

CMO: Jody Puckett, 670-3390
Raquel Favela, 670-3309

MAPSCO: 54 Q

SUBJECT

Authorize an agreement with Brixmor Property Group, Inc. for the donation of revised design plans for construction of the Wynnewood Drainage Improvements Project (Project No. TWM17VD032 - Zang-Illinois) on the 2017 Bond Program (the “Project”) - Financing: No cost consideration to the City

BACKGROUND

The Project was originally on the 2006 Bond Program and involves upsizing the drainage infrastructure from Wynnewood Drive to the South Branch Cedar Creek Tributary No. 1, just east of Llewellynn Avenue, to convey local neighborhood drainage through the adjacent Wynnewood Village Shopping Center. The Project includes about 2,200 lineal feet of 8 feet by 8 feet reinforced concrete box storm drainage pipes, along with the creek outfall structure, and associated appurtenances. The Project was designed and ready for bid for construction as a part of the 2006 Bond Program; however, the City was unable to attain the easement(s) necessary to support construction. In 2015, the Project was cancelled and the funds were re-allocated towards other critical bond program drainage projects.

The construction funding was subsequently included in the 2017 Capital Bond Program, with \$1.727 million dollars within the Storm Drainage Proposition, and the remaining \$2.273 million dollars from the Economic Development Proposition, supporting an estimated project construction cost of \$4.0 million dollars. The construction budget will be finalized and bond funding from the two propositions will be proposed for allocation in a future City Council agenda item, upon completion of the construction procurement for the construction contract.

BACKGROUND (continued)

Brixmor Property Group, Inc. is the property owner and developer of the Wynnewood Village Shopping Center. After review of the existing design plans for the Project, it was discovered that the plans conflict with Brixmor’s proposed site development plans. In an effort to provide a solution that is mutually beneficial to the City’s implementation of its 2017 Capital Bond Program and Brixmor’s development, Brixmor, at its sole cost and expense, has offered to donate revised Project design plans to the City, along with necessary easements through its property in return for the City’s prioritization of the construction of the Project.. The plans update the original design to reflect the current site development plans and will provide for more timely and cost-efficient construction of the Project. The plans have been reviewed by all appropriate staff in the Sustainable Development and Trinity Watershed Management Departments and have been found to meet all applicable design and engineering criteria, rules, and regulations necessary to provide and accommodate neighborhood drainage. This project is necessary to upgrade existing City storm drainage infrastructure that serves an approximate 243 acre neighborhood immediately upstream of the 65 acre Wynnewood property near Zang and Illinois.

ESTIMATED SCHEDULE OF PROJECT

Began Design	April 2017
Completed Design	March 2018
Begin Construction	May 2018
Complete Construction	September 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 24, 2009, City Council authorized a professional services contract with RJN Group, Inc. for engineering design of storm drainage project on Zang Illinois to Illinois Avenue Drainage Relief System by Resolution No. 09-1647.

City Council will be briefed by memorandum regarding this matter on April 23, 2018.

FISCAL INFORMATION

No cost consideration to the City.

OWNER

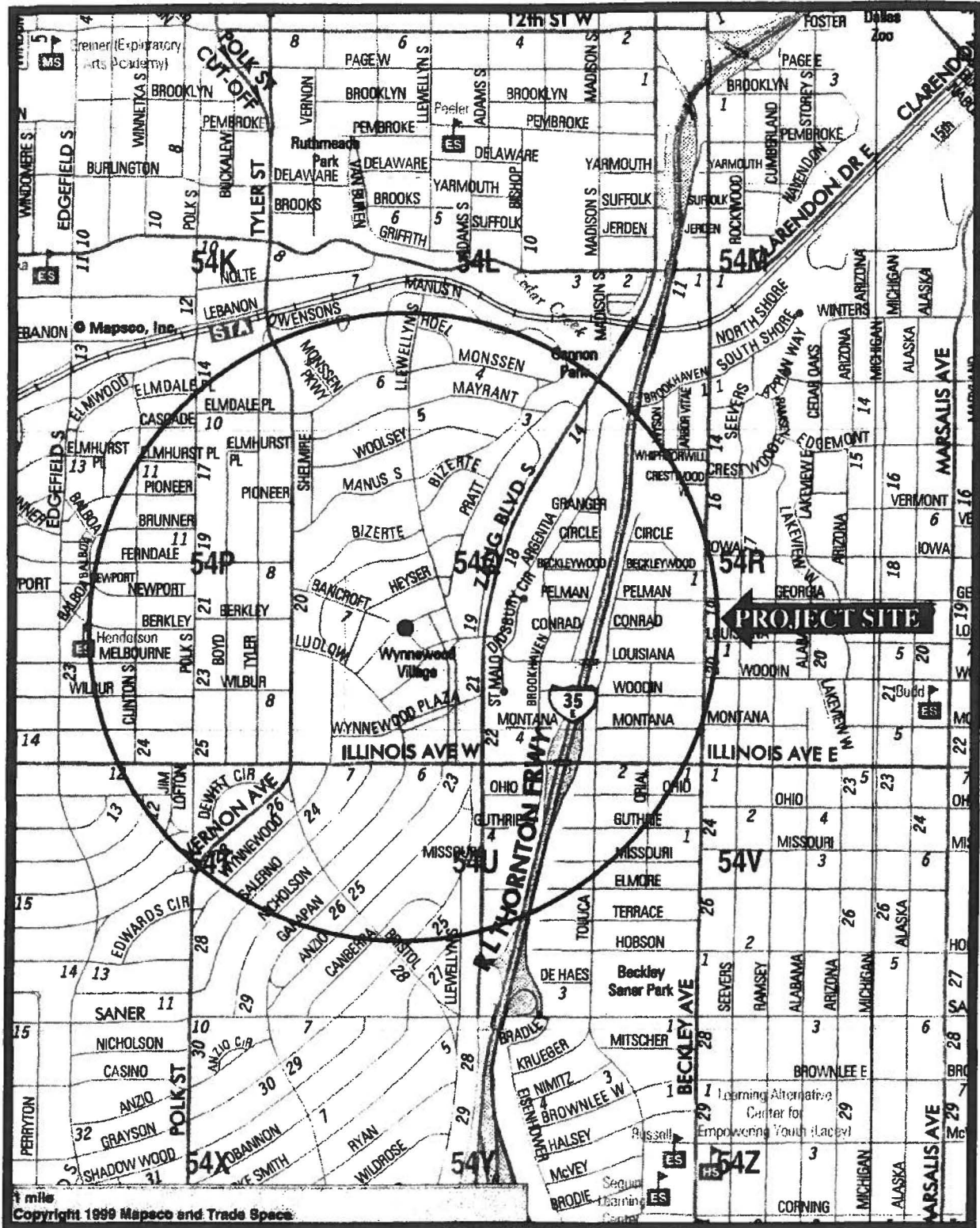
Brixmor Property Group, Inc.

Andrew M. Gracey, Vice President Re/Development, West

MAP

Attached

ZANG BLVD. - ILLINOIS AVE. DRAINAGE RELIEF SYSTEM



MAPSCO 54 Q

April 25, 2018

WHEREAS, on November 7, 2006, Dallas voters approved funding for the Wynnewood Drainage Improvements Project, formerly known as the Zang-Illinois Project (the “Project”), for the purposes of upsizing of drainage infrastructure in the Wynnewood area within the City of Dallas; and

WHEREAS, on December 4, 2006, the Dallas City Council authorized the issuance of general obligation bonds to enable the City to fulfill its funding obligations for the Project, as required by Texas law; and

WHEREAS, on June 24, 2009, City Council authorized a professional services contract with RKN Group, Inc. for the engineering and design of the Project (the “Existing Design Plans”), in an amount not to exceed \$393, 779.00 by Resolution No. 09-1647; and

WHEREAS, on April 27, 2015, the Project was cancelled due to inability to obtain easements necessary to support project construction and the designated bond funds were re-allocated to other critical bond projects; and

WHEREAS, in November 7, 2017, funding for the Project was again re-allocated and the Project was programmed as part of the City’s 2017 Capital Bond Program; and

WHEREAS, the Project is necessary for the improvement of existing City storm drainage infrastructure that services the Wynnewood area within the City of Dallas, including the Wynnewood Village shopping center; and

WHEREAS, Brixmor Property Group, Inc. is the owner and developer of the Wynnewood Village shopping center (the “Shopping Center”); and

WHEREAS, the Existing Design Plans conflict with the current site configuration of the Shopping Center; and

WHEREAS, Brixmor has procured, at its sole cost and expense, revised design, engineering plans and all necessary design and engineering documents for the Project (collectively, the “Revised Design Plans”); and

WHEREAS, Brixmor desires to donate the Revised Design Plans to the City in return for the timely and cost-efficient construction of the Project; and

WHEREAS, City desires to accept the Design Plans in order to prioritize and expedite procurement and construction of the Project in accordance with the City’s 2017 Capital Bond Program.

April 25, 2018

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to execute an agreement, approved as to form by the City Attorney, with Brixmor Property Group, Inc. for the donation of revised design plans for the construction of the Wynnewood Drainage Improvements Project.

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

Memorandum

RECEIVED

2018 MAR 28 PM 12:38

CITY SECRETARY
DALLAS, TEXAS



DATE March 28, 2018

TO Honorable Mayor and Members of the City Council
Biliera Johnson, Interim City Secretary

SUBJECT Early Departure – March 28th Council Agenda Meeting

Please be advised I will be departing early from the March 28, 2018 Council Agenda Meeting to attend a Texas Transportation Commission workshop.

Should you have any questions or concerns, please contact my office at 214-670-4068.



Adam McGough
City Councilmember – District 10

CC: The Honorable Mayor and Members of the City Council

Memorandum

RECEIVED

2018 APR -3 PM 12: 25

CITY SECRETARY
DALLAS, TEXAS



CITY OF DALLAS

DATE April 2, 2018

TO Honorable Mayor and Members of the City Council

SUBJECT **Absence from City Council Briefing**

I will not be attending the City Council Briefing on April 4, 2018 due to city business. I was invited to attend the 50th Anniversary King Memorial Civil Rights Pilgrimage sponsored by Thanks-Giving Square and will be out of town.

If you have any questions, please contact my office at 214-670-5415.

A handwritten signature in black ink, appearing to read 'P. Kingston'.

Philip T. Kingston
City Councilmember

c: T.C. Broadnax, City Manager
Biliera Johnson, City Secretary (Interim)
Kimberly Bizer Tolbert, Chief of Staff to the City Manager

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

April 25, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Department of Aviation

CMO:

Jody Puckett, 670-3390

MAPSCO:

34E

SUBJECT

An ordinance amending Chapter 5, "Aircraft and Airports," of the Dallas City Code by adding Sections 5-31.1 and 5-64; **(1)** adding landing fees at Dallas Love Field for general aviation aircraft; **(2)** adding definitions; **(3)** providing for a customer facility charge ("CFC"); **(4)** providing for the administration and use of the CFC; **(5)** providing a penalty not to exceed \$500; **(6)** providing a saving clause; **(7)** providing a severability clause; and **(8)** providing effective and expiration dates – Financing: No cost consideration to the City

BACKGROUND

This item amends Chapter 5, "Aircraft and Airports", by adding a landing fee for general aviation aircraft and imposing a Customer Facility Charge on airport rental car customers at Dallas Love Field.

Much of the 14 million square feet of pavement at Love Field is over 30 years old with increasing costs to prevent further deterioration and maintain compliance with Federal Aviation Administration regulations. Currently, all airfield costs (operations and maintenance such as rubber removal, pavement painting, sweeping, crack sealing) are disproportionately charged to commercial air carriers through the Landing Fee.

The Commercial Landing Fee is calculated by Annual Airfield Requirement (airfield costs less airfield revenues) divided by the Total Landed Weight of all Signatory Airlines. Commercial Air Carriers currently pay a landing fee of \$2.20 per 1,000 lbs. while General Aviation users pay fuel flow fees only. With the increasing air traffic at Dallas Love Field, the operations and maintenance costs are expected to increase.

BACKGROUND (continued)

The Director of Aviation will determine the General Aviation Landing Fee using an 80/20 formula, with 80% of the fee comprised of Dallas Love Field's operation and maintenance costs attributable to general aviation aircraft landings and 20% of the fee attributable to the general aviation aircraft's landed weight. The fee will vary annually based on the operations and maintenance costs.

Section 5-64 amends the ordinance to begin collecting a (CFC), which is a user fee for those airport customers renting cars at Dallas Love Field.

Since 2014, Dallas Love Field Rental Car operations have been challenged with the lack of operating and vehicle storage space to meet demands; an increase in roadway congestion as a result of rental car companies using individually branded shuttle buses along with the pickup and return of rental cars along Herb Kelleher Way.

A potential solution for these challenges is the construction of a Consolidated Rental Car Facility (ConRAC). A ConRAC facility combines all rental car operations into a single facility. Preliminary data gathered from the on-airport rental car companies indicates that an approximately one million square foot facility and 25 acres of land is needed. Based on this information, five locations in close proximity to the airport have been identified.

Funds collected from the customer facility charge would allow the Department of Aviation to complete the necessary land and traffic studies for these five locations to determine the most appropriate site for a ConRAC, as well as, analyze future needs of the rental car industry at airports. The initial CFC to be collected during the study period is proposed at \$3.00 per transaction day. Once a site has been determined at the end of the study period, the \$3.00 per transaction day fee may be adjusted. This ordinance is set to expire after 24 months at which time a request to extend and/or increase the CFC will be submitted should the completed analysis find doing so warranted.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee was briefed on Rental Car Operations on May 2, 2016.

The Mobility Solutions, Infrastructure and Sustainability Committee was briefed on Customer Facility Charge on August 28, 2017.

The Mobility Solutions, Infrastructure and Sustainability Committee was briefed on General Aviation Landing Fee on October 9, 2017.

The Mobility Solutions, Infrastructure and Sustainability Committee was briefed by memorandum on Chapter 5 Amendments on April 23, 2018.

FISCAL INFORMATION

No cost consideration to the City.

ORDINANCE NO. _____

An ordinance amending Chapter 5, "Aircraft and Airports," of the Dallas City Code by adding Sections 5-31.1 and 5-64; adding landing fees at Dallas Love Field for general aviation aircraft; adding definitions; providing for a customer facility charge ("CFC"); providing for the administration and use of the CFC; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing effective and expiration dates.

WHEREAS, Dallas Love Field continues to serve more and more air carrier passengers and as a result, there is increased roadway and terminal congestion at the airport, including from air carrier passengers utilizing rental car services;

WHEREAS, consistent with its statement of policy in Section 5-57 of Chapter 5 of the Dallas City Code, the city seeks to study and implement ideas that will control traffic congestion, protect the public health and safety, preserve the airport infrastructure, and provide beneficial and convenient ground transportation services to air carrier passengers and other users at the airport;

WHEREAS, the customer facility charge will enable the city to study and implement those ideas at the airport; NOW, THEREFORE,

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

SECTION 1. That Article I, "In General," of Chapter 5, "Aircraft and Airports," of the Dallas City Code is amended by adding a new Section 5-31.1, "Landing Fees Charged for General Aviation Aircraft at Dallas Love Field," to read as follows:

**"SEC. 5-31.1 LANDING FEES CHARGED FOR GENERAL AVIATION
AIRCRAFT AT DALLAS LOVE FIELD.**

(a) In this chapter, GENERAL AVIATION AIRCRAFT means an aircraft that is not a commercial aircraft, as defined in this chapter, on scheduled or non-scheduled flights.

(b) Fees in this section must be paid by owners or operators of all general aviation aircraft landing at Dallas Love Field or using Dallas Love Field's facilities for landing aircraft.

(c) An owner or operator of a general aviation aircraft that has executed an airport use and lease agreement shall pay fees, including landing fees, to the city in accordance with that agreement.

(d) For each scheduled or non-scheduled landing, an owner or operator of a general aviation aircraft who has not executed an airport use and lease agreement shall pay to the city a fee per 1,000 pounds of certified gross landing weight. The director of aviation shall determine the fee using an 80/20 formula, with 80% of the fee comprised of Dallas Love Field's operation and maintenance costs attributable to general aviation aircraft landings and 20% of the fee attributable to the general aviation aircraft's landed weight. The director of aviation shall, on an annual basis, review the fee and make a recommendation to the city council if the director of aviation determines the fee formula should be amended.

(e) An owner or operator of a general aviation aircraft shall transmit the fees required by this section to the director of aviation in a timely manner."

SECTION 2. That Article II, "Ground Transportation Services at Love Field Airport," of Chapter 5, "Aircraft and Airports," of the Dallas City Code is amended by adding a new Section 5-64 to read as follows:

"SEC. 5-64. CUSTOMER FACILITY CHARGE.

(a) Definitions. In this section:

(1) AIRPORT CUSTOMER means a person who arrives at the airport and who enters into an agreement either (A) directly with an airport rental car company; or (B) with a third party, if that agreement with the third party was facilitated, arranged, or otherwise coordinated by an airport rental car company. A person qualifies as an airport customer regardless of whether the person receives the car at the airport, future ConRAC location, or at an off-airport location.

(2) AIRPORT RENTAL CAR COMPANY means both an off-airport rental car company and an on-airport rental car company.

(3) CFC means customer facility charge and is a user fee imposed on a transactional basis. The CFC does not constitute income, revenue, or assets of the airport rental car company, and is, at all times, property of the city.

(4) COMMON TRANSPORTATION SYSTEM means a shared shuttle system dedicated solely to the transportation of airport customers between the passenger terminals and the ConRAC.

(5) ConRAC means a consolidated rental car facility.

(6) OFF-AIRPORT RENTAL CAR COMPANY means a person who provides

car rental services, including, but not limited to, peer-to-peer car rental services, and picks up, arranges, coordinates, or is an intermediary for the pick-up of the customer from the airport. An off-airport rental car company does not include an on-airport rental car company.

(7) **ON-AIRPORT RENTAL CAR COMPANY** means a person who is a party to a concession contract with city to provide car rental services.

(8) **TRANSACTION DAY** means a 24-hour period, or fraction thereof, that is subject to an agreement to which an airport customer is a party.

(b) CFC amount. An airport customer shall pay a CFC of \$3.00 per transaction day.

(c) Director's power and duties.

(1) The director is authorized to implement and administer the CFC consistent with the policy of this article.

(2) The director may deem an airport rental car company that fails to comply with this section in default, and recommend termination to the city council, of any agreement related to car rental services that the airport rental car company has with the city, regardless of whether the agreement incorporates this section.

(d) Airport rental car company's duties. The airport rental car company shall:

(1) charge and collect from each airport customer the total amount of the CFC due under the airport rental car company contract at the time the final number of transaction days are determined and shall list the CFC separately on the invoice, describing it as a "Customer Facility Charge";

(2) remit the total amount of the CFC along with supporting documentation in a format acceptable to the director by the following deadlines:

(A) for an off-airport rental car company, the CFC shall be remitted directly to the city monthly, and not later than the 15th day of the month following the month in which the CFC was invoiced to the airport customer;

(B) for an on-airport rental car company, the CFC shall be remitted pursuant to the terms of its concession contract with the city; and

(3) maintain adequate records that account for the CFC charged to its customers and collected for the city, in accordance with generally accepted accounting principles, and make the records available to the city upon request of the director.

(e) Use of CFC. The city may use the CFC to pay costs associated with studying, planning, designing, managing projects, and purchasing and improving property related to the development of a ConRAC and other rental car facilities for airport rental car companies. The

CFC may also be used to analyze the operational, physical, and financial feasibility of developing the ConRAC and other rental car facilities for airport rental car companies as well as for leasing property, construction costs, and common use transportation systems.

(f) Expiration. This section expires on July 1, 2020.”

SECTION 3. That, unless specifically provided otherwise by this ordinance or by state law, a person violating a provision of this ordinance is, upon conviction, punishable by a fine not to exceed \$500.

SECTION 4. That Chapter 5 of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 6. That any act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced in any action before the amendment or repeal of any ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of any ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if the amended or repealed ordinance, or part thereof, had remained in force.

SECTION 7. That this ordinance shall take effect on July 1, 2018, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By _____
Assistant City Attorney

Passed _____