

AGENDA ITEM # 4

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 28, 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 consultant contract for on-call airport planning and advisory services for the Dallas Airport System (Dallas Executive Airport, Dallas Love Field, and Dallas Vertiport) - Ricondo & Associates, Inc., most advantageous proposer of two; and **(2)** an increase in appropriations in an amount not to exceed \$3,500,000 in the Aviation Capital Construction Fund - Not to exceed \$3,500,000 - Financing: Aviation Capital Construction Funds (subject to annual appropriations)

BACKGROUND

The City of Dallas (City) Department of Aviation sought expressions of interest from professional architecture/engineering/planning firms to provide on-call airport planning and programming studies for the Dallas Airport System (DAS). Services will cover a range of planning processes and technical subjects using a task order format. Many of the anticipated tasks will be themed toward the phasing and implementation of projects in the Capital Construction Program (CCP). Although the City is not contemplating a formal Master Plan process for either Dallas Love Field or Dallas Executive Airport under this contract, the selected on-call consultant team will be tasked to understand, assess, and advise from a Master Plan perspective and airport business perspective.

The selected on-call consultant will be the principal external source of airport planning expertise and assistance to the City's Director of the Department of Aviation. The assignments will range from broad, conceptual comprehensive studies to detailed pre-design analysis (project definition) for the implementation of individual projects. The City also expects to task the consultant to provide occasional on-site support with department graphics and illustrations.

BACKGROUND (continued)

This action will authorize a consultant contract with Ricondo and Associates, Inc. to be the principal external source of airport planning expertise and to provide analytical assistance to DAS leadership. The task-based assignments will range from broad, conceptual comprehensive studies to detailed project definition and programming for the implementation of specific projects. The Department of Aviation also expects to task the consultant with occasional on-site support for strategic reports on data, site geometries, graphics, and illustrations.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Aviation Capital Construction Funds - \$3,500,000 (subject to annual appropriations)

Phase I - (2018 - 2019)	\$1,500,000
Phase II - (2019 - 2020)	\$1,000,000
Phase III - (2020 - 2021)	<u>\$1,000,000</u>
Total Project Cost	\$3,500,000

DBE INFORMATION

The awardee has fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

<u>Contract Amount</u>	<u>Category</u>	<u>DBE Goal</u>	<u>DBE %</u>	<u>DBE \$</u>
\$1,500,000	DBE Consulting	24.36%	85.60%	\$1,284,000

- This contract exceeds the DBE goal of 24.36%.

PROPOSAL INFORMATION

The following proposals were received on January 5, 2018 from solicitation number CIZ1685. This service contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

PROPOSAL INFORMATION (continued)

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
*Ricondo & Associates, Inc.	909 Lake Carolyn Parkway, Suite 850 Irving, TX 75039	494
Landrum Brown, Inc.	1452 Hughes Road, Suite 200 Grapevine, TX 76051	448

Ricondo & Associates, Inc. was selected as the most qualified firm following a qualification based selection in accordance with established City Procurement guidelines.

OWNER

Ricondo & Associates, Inc.

Ramon Ricondo, President

February 28, 2018

WHEREAS, on November 7, 2017, two firms were shortlisted and interviewed for on-call airport planning and advisory services for the Dallas Airport System (Dallas Executive Airport, Dallas Love Field, and Dallas Vertiport); and

WHEREAS, Ricondo & Associates, Inc. was determined to be the most qualified of the two firms; and

WHEREAS, the goals and purposes of the on-call airport planning and advisory services are consistent with and complementary to the economic development programs previously established by the City to support expanded economic development opportunities by using Dallas Executive Airport, Dallas Love Field and the Dallas Vertiport as both drivers and support for those City programs; and

WHEREAS, it is now desirable to authorize a consultant contract for on-call airport planning and advisory services for the Dallas Airport System (Dallas Executive Airport, Dallas Love Field, and Dallas Vertiport) with Ricondo & Associates, Inc., most advantageous proposer of two, in an amount not to exceed \$3,500,000 (subject to annual appropriations).

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 consultant contract with Ricondo & Associates, Inc., approved as to form by the City Attorney, for on-call airport planning and advisory services for the Dallas Airport System (Dallas Executive Airport, Dallas Love Field, and Dallas Vertiport), in an amount not to exceed \$3,500,000 (subject to annual appropriations).

SECTION 2. That the City Manager is hereby authorized to increase appropriations in an amount not to exceed \$3,500,000 in the Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit P928, Object 4599.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$3,500,000 (subject to annual appropriations) to Ricondo & Associates, Inc. in accordance with the terms and conditions of the contract from the Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit P928, Activity AAIP, Object 4599, Program AVIP928, Encumbrance/Contract No. CX-AVI-2018-00005207, Commodity 91800, Vendor VS0000066926.

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 # 5

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 28, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Aviation

CMO: Jody Puckett, 670-3390

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

SUBJECT

Authorize a contract for the construction of the Runway 31R Glideslope Relocation Project at Dallas Love Field - Munilla Construction Management, LLC dba MCM, lowest responsive bidder of two - Not to exceed \$4,719,890 - Financing: Aviation Capital Construction Funds

BACKGROUND

A Glideslope is an antenna that aircraft uses to land on a runway. It provides critical information regarding the slope that planes cannot go below while landing. The existing Runway 31R Glideslope was installed in 1983 on Taxiway M, necessitating the closure of a portion of that taxiway. Field investigations and the pavement evaluations performed on this pavement indicate it has over a ten-year remaining life span, therefore no significant reconstruction is anticipated. Taxiway M requires minor pavement rehabilitation and modifications to its lights, signage and markings in order to bring the taxiway up to current Federal Aviation Administration (FAA) standards.

This action will authorize a construction contract with Munilla Construction Management, LLC dba MCM to move the Runway 31R Glideslope and associated equipment to a new location that will allow Taxiway M to be placed back in service. With this portion of the taxiway re-opening, Dallas Love Field will have expanded capacity for FAA Air Traffic Control Tower Operations.

On Wednesday, November 8, 2017, the Runway 31R Glideslope Relocation Project at Dallas Love Field was publicly advertised for construction bids. On December 8, 2017, two bids were received. Munilla Construction Management, LLC dba MCM was the apparent low bidder of the two and it is recommended that the City of Dallas enter into a construction contract with Munilla Construction Management, LLC dba MCM for the scope of work detailed in the project manual and construction documents.

BACKGROUND (continued)

The following chart illustrates Munilla Construction Management, LLC dba MCM's contractual activities for the past three years:

	<u>AVI</u>
Projects Completed	0
Change Orders	1
Projects Requiring Liquidated Damages	0
Projects Completed by Bonding Company	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	August 2016
Completed Design	November 2017
Begin Construction	March 2018
Complete Construction	October 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 10, 2016, City Council authorized a professional services contract with HNTB Corporation to provide engineering services for the Runway 31R Glideslope Relocation Project at Dallas Love Field by Resolution No. 16-1197.

On December 14, 2016, City Council authorized an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the Relocation of the Runway 31R Glideslope and associated equipment due to the redesign of Taxiway Mike at Dallas Love Field by Resolution No. 16-1904.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Aviation Capital Funds - \$4,719,889.16

Design	\$ 632,602.00
Supplemental Agreement No. 1	\$ 22,015.00
Supplemental Agreement No. 2 (concurrent action)	\$ 475,115.84
FAA OTA - Design	\$ 112,563.84
Materials Testing	\$ 49,000.00 (est.)
Construction (this action)	\$4,719,889.16
FAA OTA - Construction (concurrent action)	<u>\$ 449,664.97</u>
 Total Project Cost	 \$6,460,850.81 (est.)

DBE INFORMATION

The awardee has fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

<u>Contract Amount</u>	<u>Category</u>	<u>DBE Goal</u>	<u>DBE %</u>	<u>DBE \$</u>
\$4,719,889.16	DBE	Construction	24.36%	59.65%
\$2,815,262,72				

- This contract exceeds the DBE goal of 24.36%.

BID INFORMATION

The following bids were received and opened on December 8, 2017:

*Denotes successful bidder

Bidders

Bid Amount

*Munilla Construction Management, LLC dba MCM 1431 Greenway Drive, Suite 950 Irving, TX 75038	\$4,719,889.16
EAS Corporation 6013 CR 437 Princeton, TX 75407	\$5,190,287.00

OWNER

Munilla Construction Management, LLC dba MCM

Luis F. Munilla, Director of Texas Operations

MAP

Attached



RUNWAY 31R GLIDESLOPE



RWY 13L-31R

New location

February 28, 2018

WHEREAS, the existing glideslope for Runway 31R at Dallas Love Field is physically located on a close portion of Taxiway M; and

WHEREAS, the Department of Aviation is looking to maximize operational efficiency at Dallas Love Field; and

WHEREAS, relocating the existing Glideslope will open Taxiway M to its full length and maximize the operational capacity of the taxiway; and

WHEREAS, on August 10, 2016, City Council authorized a professional services contract with HNTB Corporation to provide engineering services for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$632,602.00, by Resolution No. 16-1197; and

WHEREAS, on December 14, 2016, City Council authorized an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the Relocation of the Runway 31R Glideslope and associated equipment due to the redesign of Taxiway Mike at Dallas Love Field, in an amount not to exceed \$112,563.84, by Resolution No. 16-1904; and

WHEREAS, on October 17, 2017, Administrative Action No. 17-1027 authorized Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation for updates and addition to the scope of the design of the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$22,015.00, from \$632,602.00 to \$654,617.00; and

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

WHEREAS, bids were publicly advertised, received and opened on December 8, 2017 for the Runway 31R Glideslope Relocation Project at Dallas Love Field as follows:

<u>Bidders</u>	<u>Bid Amount</u>
Munilla Construction Management, LLC dba MCM	\$4,719,889.16
EAS Corporation	\$5,190,287.00

WHEREAS, it is necessary to authorize a construction contract with Munilla Construction Management, LLC dba MCM, lowest responsive bidder of two, for the construction of the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed, \$4,719,889.16.

February 28, 2018

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a contract with Munilla Construction Management, LLC dba MCM, approved as to form by the City Attorney, for the construction of the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$4,719,889.16.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$4,719,889.16 in the Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit W022, Object 4599.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$4,719,889.16 to Munilla Construction Management, LLC dba MCM, in accordance with the terms and conditions of the contract from the Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit W022, Object 4599, Activity AAIP, Program AVIW022, Encumbrance/Contract No. CX-AVI-2018-00005115, Commodity 91200, Vendor VC14772.

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Relocation of the Runway 31R Glideslope Project at Dallas Love Field, in an amount not to exceed \$4,719,889.16. Upon the approval of the PFC by the Federal Aviation Administration for this Project, 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 \$4,719,889.16 from the PFC Fund to the Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit W022, Activity AAIP, Object 4599, Program AVIW022, Commodity 91200, Encumbrance/Contract No. CX-AVI-2018-00005115, Vendor VC14772.

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

AGENDA ITEM # 6

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 28, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Aviation

CMO: Jody Puckett, 670-3390

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

SUBJECT

Authorize an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the relocation of the Runway 31R Glideslope and associated equipment due to the redesign of Taxiway M at Dallas Love Field - Not to exceed \$449,665 - Financing: Aviation Capital Construction Funds

BACKGROUND

The Runway 31R Glideslope is currently located in the middle of Taxiway M and provides critical information regarding the slope that planes cannot go below while landing. Construction is scheduled to move the 31R Glideslope and allow Taxiway M to be placed back into service for air traffic. With this portion of the taxiway re-opening, Dallas Love Field will have expanded capacity for Federal Aviation Administration (FAA) Air Traffic Control Tower Operations. The Department of Aviation initiated the request to move the glideslope so therefore, bears the cost of the move. Because this is a federal navigational aid, the FAA is the only authorized organization to validate the move.

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

ESTIMATED SCHEDULE OF PROJECT

Began Design	August 2016
Completed Design	November 2017
Begin Construction	March 2018
Complete Construction	October 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 10, 2016, City Council authorized a professional services contract with HNTB Corporation for design services necessary for the Runway 31R Glideslope Relocation Project at Dallas Love Field by Resolution No. 16-1197.

On December 14, 2016, City Council authorized an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the relocation of the Runway 31R Glideslope and associated equipment due to the redesign of Taxiway Mike at Dallas Love Field by Resolution No. 16-1904.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Aviation Capital Construction Funds - \$449,664.97

MAP

Attached



RUNWAY 31R GLIDESLOPE



RWY 13L-31R

New location

February 28, 2018

WHEREAS, the existing glideslope for Runway 31R at Dallas Love Field is physically located on a closed portion of Taxiway M; and

WHEREAS, the Department of Aviation is looking to maximize operational efficiency at Dallas Love Field; and

WHEREAS, relocating the existing Glideslope will open Taxiway M to its full length and maximize the operational capacity of the taxiway; and

WHEREAS, on August 10, 2016, City Council authorized a professional services contract with HNTB Corporation for design services necessary for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$632,602, by Resolution No. 16-1197; and

WHEREAS, on December 14, 2016, City Council authorized an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the relocation of the Runway 31R Glideslope and associated equipment due to the redesign of Taxiway M at Dallas Love Field, in an amount not to exceed \$112,564, by Resolution No. 16-1904; and

WHEREAS, on October 17, 2017, City Council authorized Supplemental Agreement No. 1 with HNTB Corporation for additional design services necessary for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$22,015, by Administrative Action No. 17-1027; and

WHEREAS, it is now desirable to authorize an Other Transaction Agreement with the Federal Aviation Administration to provide construction and engineering support for the relocation of the Runway 31R Glideslope and associated equipment due to the construction for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$449,664.97.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign an Other Transaction Agreement with the Federal Aviation Administration, approved as to form by the City Attorney, to provide construction and engineering support for the relocation of the Runway 31R Glideslope and associated equipment due to the construction for Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$449,664.97.

February 28, 2018

SECTION 2. That the City Manager is hereby authorized to establish appropriations in the Aviation Capital Construction Fund 0131, Department AVI, Unit W022, Object 4599, in an amount not to exceed \$449,664.97 for the Runway 31R Glideslope Relocation Project.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds to the Federal Aviation Administration, in an amount not to exceed \$449,664.97 from Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit W022, Activity AAIP, Object 4599, Program AVIW022, Encumbrance/Contract No. CX-AVI-2017-00003083, Commodity 91200, Vendor 174291, in accordance with the terms and conditions of the Other Transaction Agreement.

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 # 7

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 28, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Aviation

CMO: Jody Puckett, 670-3390

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

SUBJECT

Authorize Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide full-time, on-site construction administration and construction observation services for the Runway 31R Glideslope Relocation Project at Dallas Love Field - Not to exceed \$475,116, from \$654,617 to \$1,129,733 - Financing: Aviation Capital Construction Funds

BACKGROUND

On August 10, 2016, City Council authorized a professional services contract with HNTB Corporation to provide engineering services for the Runway 31R Glideslope Relocation Project at Dallas Love Field by Resolution No. 16-1197. Now that the construction bids have been received and reviewed, it is now necessary to provide construction administration and management services as required by the City's Engineering and by the Federal Aviation Administration Advisory Circular 5370-12B, Quality Management for Federally Funded Airport Construction Projects.

On Wednesday, November 8, 2017, the Runway 31R Glideslope Relocation Project at Dallas Love Field was publicly advertised for construction bids. On December 8, 2017, two bids were received and Munilla Construction Management, LLC dba MCM was the apparent low bidder of the two. It was recommended that the City of Dallas enter into a construction contract with Munilla Construction Management, LLC dba MCM for the scope of work detailed in the project Manual and Construction Documents.

The Runway 31R Glideslope Relocation project consists of moving the Glideslope and associated equipment to a new location that will allow Taxiway M to be placed back in service. With this portion of the taxiway re-opening, Dallas Love Field will have expanded capacity for Federal Aviation Administration (FAA) Air Traffic Control Tower Operations.

BACKGROUND (continued)

This action will authorize Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide full-time, on-site construction administration and construction observation services for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$475,115.84, increasing the contract amount from \$654,617.00 to \$1,129,732.84.

The construction administration and management services needed to manage this relocation are being awarded with this action and City Council is considering the construction contract associated with this supplemental agreement as a concurrent item.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 10, 2016, City Council authorized a professional services contract with HNTB Corporation to provide engineering services for the Runway 31R Glideslope Relocation Project at Dallas Love Field by Resolution No. 16-1197.

On December 14, 2016, City Council authorized an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the relocation of the Runway 31R Glideslope and associated equipment due to the redesign of Taxiway Mike at Dallas Love Field by Resolution No. 16-1904.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Aviation Capital Construction Funds - \$475,115.84

Design	\$ 632,602.00
Supplemental Agreement No. 1	\$ 22,015.00
Supplemental Agreement No. 2 (this action)	\$ 475,115.84
FAA Other Transaction Agreement - Design	\$ 112,563.84
Materials Testing	\$ 49,000.00 (est.)
Construction (concurrent action)	\$4,719,889.16
FAA Other Transaction Agreement - Construction (concurrent action)	<u>\$ 449,664.97</u>
 Total Project Cost	 \$6,460,850.81 (est.)

DBE INFORMATION

The awardee has fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

<u>Contract Amount</u>	<u>Category</u>	<u>DBE Goal</u>	<u>DBE %</u>	<u>DBE \$</u>
\$475,115.84	DBE Construction	24.36%	64.05%	\$304,318.84

- This contract exceeds the DBE goal of 24.36%.

OWNER

HNTB Corporation

Wayne Feuerborn, Vice President

MAP

Attached



RUNWAY 31R GLIDESLOPE



RWY 13L-31R

New location

February 28, 2018

WHEREAS, the existing glideslope for Runway 31R at Dallas Love Field is physically located on a close portion of Taxiway M; and

WHEREAS, the Department of Aviation is looking to maximize operational efficiency at Dallas Love Field; and

WHEREAS, relocating the existing Glideslope will open Taxiway M to its full length and maximize the operational capacity of the taxiway; and

WHEREAS, on August 10, 2016, City Council authorized a professional services contract with HNTB Corporation to provide engineering services for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$632,602.00, by Resolution No. 16-1197; and

WHEREAS, on December 14, 2016, City Council authorized an Other Transaction Agreement with the Federal Aviation Administration to provide engineering support for the relocation of the Runway 31R Glideslope and associated equipment due to the redesign of Taxiway M at Dallas Love Field, in an amount not to exceed \$112,563.84, by Resolution No. 16-1904; and

WHEREAS, on October 17, 2017, Administrative Action No. 17-1027 authorized Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation for updates and addition to the scope of the design of the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$22,015.00, from \$632,602.00 to \$654,617.00; and

WHEREAS, the Department of Aviation employed the Request for Bids process in accordance with City of Dallas and Federal Aviation Administration procurement guidelines for construction services for the Runway 31R Glideslope Relocation Project at Dallas Love Field; and

WHEREAS, two bids were publicly advertised, received and opened on December 8, 2017 for the Runway 31R Glideslope Relocation Project at Dallas Love Field; and

WHEREAS, Munilla Construction Management, LLC was determined to be the lowest responsive bidder for the Runway 31R Glideslope Relocation Project at Dallas Love Field; and

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation to provide full-time, on-site construction administration and construction observation services for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$475,115.84, increasing the contract amount from \$654,617.00 to \$1,129,732.84.

February 28, 2018

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign Supplemental Agreement No. 2 to the professional services contract with HNTB Corporation, approved as to form by the City Attorney, to provide full-time, on-site construction administration and construction observation services for the Runway 31R Glideslope Relocation Project at Dallas Love Field, in an amount not to exceed \$475,115.84, increasing the contract amount from \$654,617.00 to \$1,129,732.84.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$475,115.84 in the Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit W022, Object 4599.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$475,115.84 to HNTB Corporation in accordance with the terms and conditions of the contract from the Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit W022, Object 4599, Activity AAIP, Program AVIW022, Commodity 91200, Encumbrance CT-AVI-AVIW022HNTBFY16, Vendor 352433.

SECTION 4. That the City will apply for Passenger Facility Charge (PFC) funding for the eligible Relocation of the Runway 31R Glideslope Project at Dallas Love Field, in an amount not to exceed \$475,115.84. Upon the approval of the PFC by the Federal Aviation Administration for this project, 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 \$475,115.84 from the PFC Fund to the Aviation Capital Construction Fund, Fund 0131, Department AVI, Unit W022, Activity AAIP, Object 4599, Program AVIW022, Commodity 91200, Encumbrance CT-AVIW022HNTBFY16, Vendor 352433.

SECTION 5. That this contract is designated as Contract No. PBW-2016-00000709.

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

AGENDA ITEM # 8

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 28, 2018

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Public Works
Water Utilities Department

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 34 X

SUBJECT

Authorize **(1)** the third amendment to the Project Supplemental Agreement with Dallas County for additional water main improvement costs on Medical District Drive from Interstate Highway 35E to Southwestern Medical Avenue; and **(2)** payment to Dallas County for the City’s share of additional construction costs for water main improvements for the Medical District Drive from IH 35E to Southwestern Medical Avenue Project – Not to exceed \$189,663 – Financing: Water Utilities Capital Improvement Funds

BACKGROUND

Medical District Drive from IH 35E to Southwestern Medical Avenue Project is a partnership project between the City of Dallas, Dallas County, and the Texas Department of Transportation (TxDOT). Dallas County is the lead agency and is responsible for administering design and construction of this project. The design for this project is complete and Dallas County recently received construction bids with the lowest bid being approximately \$189,663.00 higher than the original estimate for the water main improvements. This action will authorize the third amendment to the Project Supplemental Agreement with Dallas County for the Medical District Drive from IH 35E to Southwestern Medical Avenue Project improvements for the City of Dallas’ share of additional construction costs for water main improvements.

The scope of this project is to reconstruct and widen the existing four-lane roadway to a six-lane divided roadway with buffered bike lanes, and landscaping, and to reconstruct and raise the existing Trinity Railway Express (TRE) bridge. The project includes paving, curbs and gutters, sidewalks, and drainage improvements. It also includes water main and wastewater main improvements, entailing 2,012 linear feet of 12-inch water main and 66 linear feet of 8-inch wastewater main.

BACKGROUND (continued)

The total project cost is estimated at \$27,314,913. The funding breakdown per agency is as follows: City of Dallas (Department of Public Works) - \$1,456,576; Dallas Water Utilities - \$498,193; Dallas County - \$4,662,170; TxDOT - \$1,321,484; and Federal - \$19,376,490.

ESTIMATED SCHEDULE OF PROJECT

Began Design	September 2011
Began Right-of-Way Acquisition	September 2014
Began Utility Relocations	September 2014
Completed Right-of-Way Acquisition	September 2016
Completed Utility Relocations	September 2016
Completed Design	November 2016
Begin Construction	March 2018
Complete Construction	March 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 9, 2002, City Council authorized an amendment to the Thoroughfare Plan to change the dimensional classification of Motor Street from IH 35E Stemmons Freeway to Harry Hines Boulevard from a four-lane undivided (M-4-U) to a six-lane divided (M-6-D(A)) and an ordinance implementing the change by Resolution No. 02-2971; Ordinance No. 25057.

On August 27, 2003, City Council authorized submission of the list of candidate projects to Dallas County for Dallas County's Major Capital Improvement Fund Thoroughfare Program's 2003 Call for Projects, and authorized acceptance and implementation of the projects selected by Dallas County for this program; as amended by Resolution No. 03-2345.

On October 26, 2005, City Council authorized submission of the list of candidate projects to the North Central Texas Council of Governments for the Regional Transportation Council Partnership Program Third Call for Projects; and authorized acceptance and implementation of the projects selected by the North Central Texas Council of Governments' Regional Transportation Council for the Partnership Program by Resolution No. 05-3032.

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

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

On August 24, 2011, City Council authorized a Project Supplemental Agreement to the Master Interlocal Agreement with Dallas County for the preliminary design of paving and drainage improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue; and payment of the City's and federal share of preliminary design costs by Resolution No. 11-2193.

On August 24, 2011, City Council authorized a Local Project Advance Funding Agreement with the Texas Department of Transportation for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard, and payment for the City's share of TxDOT engineering review and construction oversight costs by Resolution No. 11-2194.

On June 25, 2014, City Council authorized an ordinance amending Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code by adding a new Division 51A-7.2300; creating the Southwestern Medical District Sign District by Resolution No. 14-1070; Ordinance No. 29392.

On August 13, 2014, City Council authorized termination of the existing Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard previously approved on August 24, 2011 by Resolution No. 14-1241.

On August 13, 2014, City Council authorized the First Amendment to the Project Supplemental Agreement with Dallas County for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue and payment to Dallas County for the City's share of design, right-of-way acquisition, and construction costs for the Medical District Drive from IH 35E to Southwestern Medical Avenue by Resolution No. 14-1242.

On August 13, 2014, City Council authorized an agreement with Dallas Area Rapid Transit (DART) for construction, maintenance and use of the Trinity Railway Express (TRE) underpass structure on Medical District Drive within the railroad right-of-way by Resolution No. 14-1243.

On September 26, 2016, the Transportation and Trinity River Project Committee was briefed by memorandum regarding this matter.

On September 28, 2016, City Council authorized a professional services contract with Urban Engineers Group, Inc. for design of additional drainage improvements for Medical District Drive from IH 35E to Southwestern Medical Avenue Project by Resolution No. 16-1576.

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

On September 28, 2016, City Council authorized a maintenance agreement with the Southwestern Medical District for maintenance of the District's signs as defined in Division 51A-7.2300 of the Dallas City Code, bridge facade and landscape within the Southwestern Medical District by Resolution No. 16-1577.

On June 23, 2017, the Transportation and Trinity River Project Committee was briefed by memorandum regarding this matter.

On June 28, 2017, City Council authorized the Second Amendment to the Project Supplemental Agreement with Dallas County for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue; and payment to Dallas County for the City's share of additional drainage construction costs for Medical District Drive from IH 35E to Southwestern Medical Avenue by Resolution No. 17-1057.

On June 28, 2017, City Council authorized an amendment to the license agreement with Dallas Area Rapid Transit to allow for installation of an additional 12-inch water main within the Trinity Railway Express right-of-way and to clarify the maintenance responsibilities during and after construction by Resolution No. 17-1058.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$189,663

Estimated Project Cost

Design (Paving, Drainage, RR Bridges, Environmental)	\$ 3,488,000
Design of box culverts behind City Hall (PBW)	\$ 92,784
Right-of-Way (PBW, Dallas County, TxDOT)	\$ 1,520,113
Utilities (Franchise) Relocation	\$ 500,000
Construction (Paving, Drainage, DART/TRE RR Work)	\$ 19,567,493
Direct State Costs (TxDOT)	\$ 326,846
Indirect State Costs (TxDOT)	\$ 1,321,484
Design (DWU)	\$ 26,320
Construction (DWU)	\$ <u>471,873</u>
Estimated Total Project Cost	\$ 27,314,913

FISCAL INFORMATION (continued)

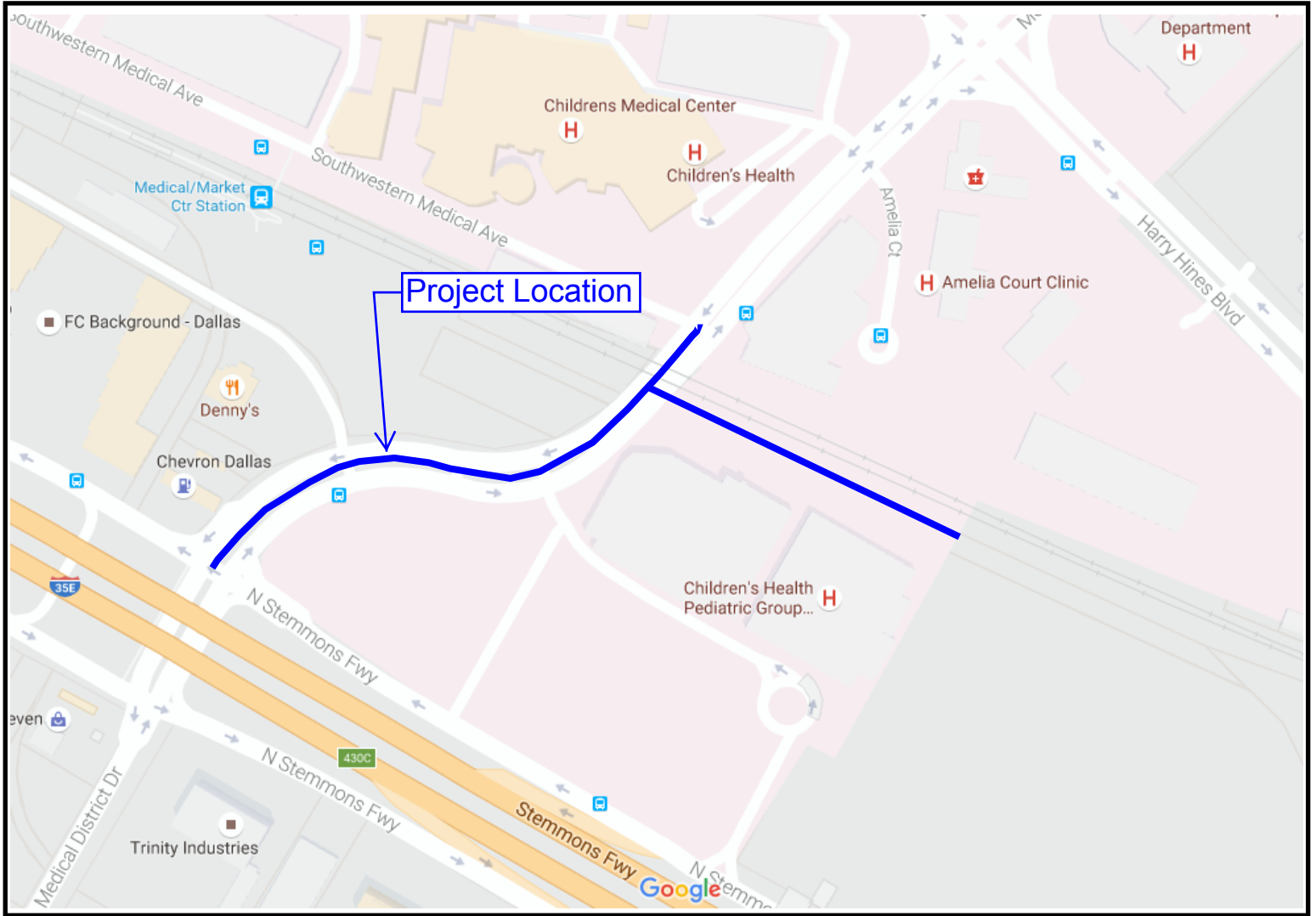
Funding Sources

City of Dallas (PBW) share (2006 Bond Funds)	\$ 1,456,576
Dallas County's share	\$ 4,662,170
Federal (STP-MM) share	\$ 14,970,000
Federal Congressional Demo share	\$ 4,406,490
TxDOT (Indirect State Costs)	\$ 1,321,484
City of Dallas (DWU) share	<u>\$ 498,193</u>
 Estimated Total Project Cost	 \$ 27,314,913

MAP

Attached

Medical District Drive (IH-35E to Southwestern Medical Avenue)



Mapsc0 34X

February 28, 2018

WHEREAS, on October 9, 2002, City Council authorized an amendment to the Thoroughfare Plan to change the dimensional classification of Motor Street from IH 35E Stemmons Freeway to Harry Hines Boulevard from a four-lane undivided (M-4-U) to a six-lane divided (M-6-D(A)) and an ordinance implementing the change, by Resolution No. 02-2971; Ordinance 25057; and

WHEREAS, on August 27, 2003, City Council authorized submission of the list of candidate projects to Dallas County's Major Capital Improvement Fund Thoroughfare Program's 2003 Call for Projects, and authorized acceptance and implementation of the projects selected by Dallas County for this program; as amended, by Resolution No. 03-2345; and

WHEREAS, on October 26, 2005, City Council authorized submission of the list of candidate projects to the North Central Texas Council of Governments for the Regional Transportation Council Partnership Program Third Call for Projects; and authorized acceptance and implementation of the projects selected by the North Central Texas Council of Governments' Regional Transportation Council for the Partnership Program, by Resolution No. 05-3032; and

WHEREAS, Medical District Drive from IH 35E (Stemmons Freeway) to Harry Hines Boulevard was submitted and subsequently selected for Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) funding; and

WHEREAS, in 2005, Congresswoman Eddie Bernice Johnson secured additional congressional earmark funds to cover estimated project funding shortfalls; and

WHEREAS, the Texas Department of Transportation (TxDOT) is responsible for engineering review and construction oversight to ensure federal guidelines are followed; and

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

WHEREAS, on August 24, 2011, City Council authorized a Project Supplemental Agreement to the Master Interlocal Agreement with Dallas County for the preliminary design of paving and drainage improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue, and payment of the City's and federal share of preliminary design costs, by Resolution No. 11-2193; and

WHEREAS, on August 24, 2011, City Council authorized a Local Project Advance Funding Agreement with the Texas Department of Transportation for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard, and payment for the City's share of TxDOT engineering review and construction oversight costs, in an amount not to exceed \$235,484, by Resolution No. 11-2194; and

February 28, 2018

WHEREAS, on June 25, 2014, City Council authorized an ordinance amending Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code by adding a new Division 51A-7.2300; creating the Southwestern Medical District Sign District, by Resolution No. 14-1070; Ordinance 29392; and

WHEREAS, on August 13, 2014, City Council authorized termination of the existing Local Project Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the design, right-of-way acquisition, and construction of paving and drainage improvements on Medical District Drive from IH 35E to Harry Hines Boulevard previously approved on August 24, 2011, by Resolution No. 14-1241; and

WHEREAS, on August 13, 2014, City Council authorized the First Amendment to the Project Supplemental Agreement with Dallas County, for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue and payment to Dallas County for the City's share of design, right-of-way acquisition and construction costs for the Medical District Drive from IH 35E to Southwestern Medical Avenue, in an amount not to exceed \$1,292,322, by Resolution No. 14-1242; and

WHEREAS, on August 13, 2014, City Council authorized an agreement with Dallas Area Rapid Transit (DART) for construction, maintenance and use of the Trinity Railway Express (TRE) underpass structure on Medical District Drive within the railroad right-of-way by Resolution No. 14-1243; and

WHEREAS, on September 28, 2016, City Council authorized a professional services contract with Urban Engineers Group, Inc. for the design of additional drainage improvements for Medical District Drive from IH 35E to Southwestern Medical Avenue Project, in an amount not to exceed \$92,784, by Resolution No. 16-1576; and

WHEREAS, on September 28, 2016, City Council authorized a maintenance agreement with the Southwestern Medical District for maintenance of the District's signs as defined in Division 51A-7.2300 of the Dallas City Code, bridge façade and landscape within the Southwestern Medical District, by Resolution No. 16-1577; and

WHEREAS, on June 28, 2017, City Council authorized the second amendment to the Project Supplemental Agreement with Dallas County, for the design, right-of-way acquisition, construction of paving, drainage, water main and wastewater main improvements on Medical District Drive from IH 35E to Southwestern Medical Avenue; and payment to Dallas County for the City's share of additional drainage construction costs for Medical District Drive from IH 35E to Southwestern Medical Avenue, in an amount not to exceed \$300,000, by Resolution No. 17-1057; and

February 28, 2018

WHEREAS, on June 28, 2017, City Council authorized an amendment to the license agreement with Dallas Area Rapid Transit to allow for the installation of an additional 12-inch water main within the Trinity Railway Express right-of-way and to clarify the maintenance responsibilities during and after construction by Resolution No. 17-1058; and

WHEREAS, Dallas County is the lead agency for the project and is responsible for administering the design, right-of-way acquisition, utility relocations, and construction; and

WHEREAS, on November 16, 2017, Dallas County received construction bids for the Medical District Drive from IH 35E to Southwestern Medical Avenue Project, which the lowest bid was \$14,368,982.20 that will require an additional \$189,663 from Dallas Water Utilities for the water main improvements; and

WHEREAS, it is now necessary to authorize the third amendment to the Project Supplemental Agreement with Dallas County for the Medical District Drive from IH 35E to Southwestern Medical Avenue to provide the City's share of additional construction costs for water main improvements, in an amount not to exceed \$189,663.

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 the third amendment to the Project Supplemental Agreement with Dallas County for the Medical District Drive from IH 35E to Southwestern Medical Avenue project, approved as to form by the City Attorney, and provide the City's share of additional construction costs for water main improvements, in an amount not to exceed \$189,663.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$189,663 to Dallas County in accordance with the terms and conditions of the agreement from Water Capital Improvement Fund, Fund 2115, Department DWU, Unit PW42, Object 4550, Program 715009, Encumbrance CT-DWU715009CP, Vendor 014003.

SECTION 3. That the Chief Financial Officer is hereby authorized to deposit any unused Water Construction Funds advanced to Dallas County pertaining to this project in Fund 0102, Department DWU, Unit CW42, Revenue Code 8488.

SECTION 4. That this contract is designated as Contract No. STS-2017-00001986.

February 28, 2018

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

AGENDA ITEM # 9

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 28, 2018

COUNCIL DISTRICT(S): 4

DEPARTMENT: Department of Sustainable Development and Construction
Department of Equipment and Building Services

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

MAPSCO: 55H

SUBJECT

Authorize acquisition from Tommy Webb, of approximately 8,165 square feet of land located near the intersection of Roberta Street and Cedar Crest Boulevard for the Cadillac Heights Phase I Project - Not to exceed \$18,500 (\$16,000, plus closing costs and title expenses not to exceed \$2,500) - Financing: General Obligation Commercial Paper Funds

BACKGROUND

This item authorizes the acquisition from Tommy Webb, of approximately 8,165 square feet of land located near the intersection of Roberta Street and Cedar Crest Boulevard for the Cadillac Heights Phase I Project. This property will be used for future location of City service and maintenance facilities. The consideration is based on an independent appraisal. There are no relocation benefits associated.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

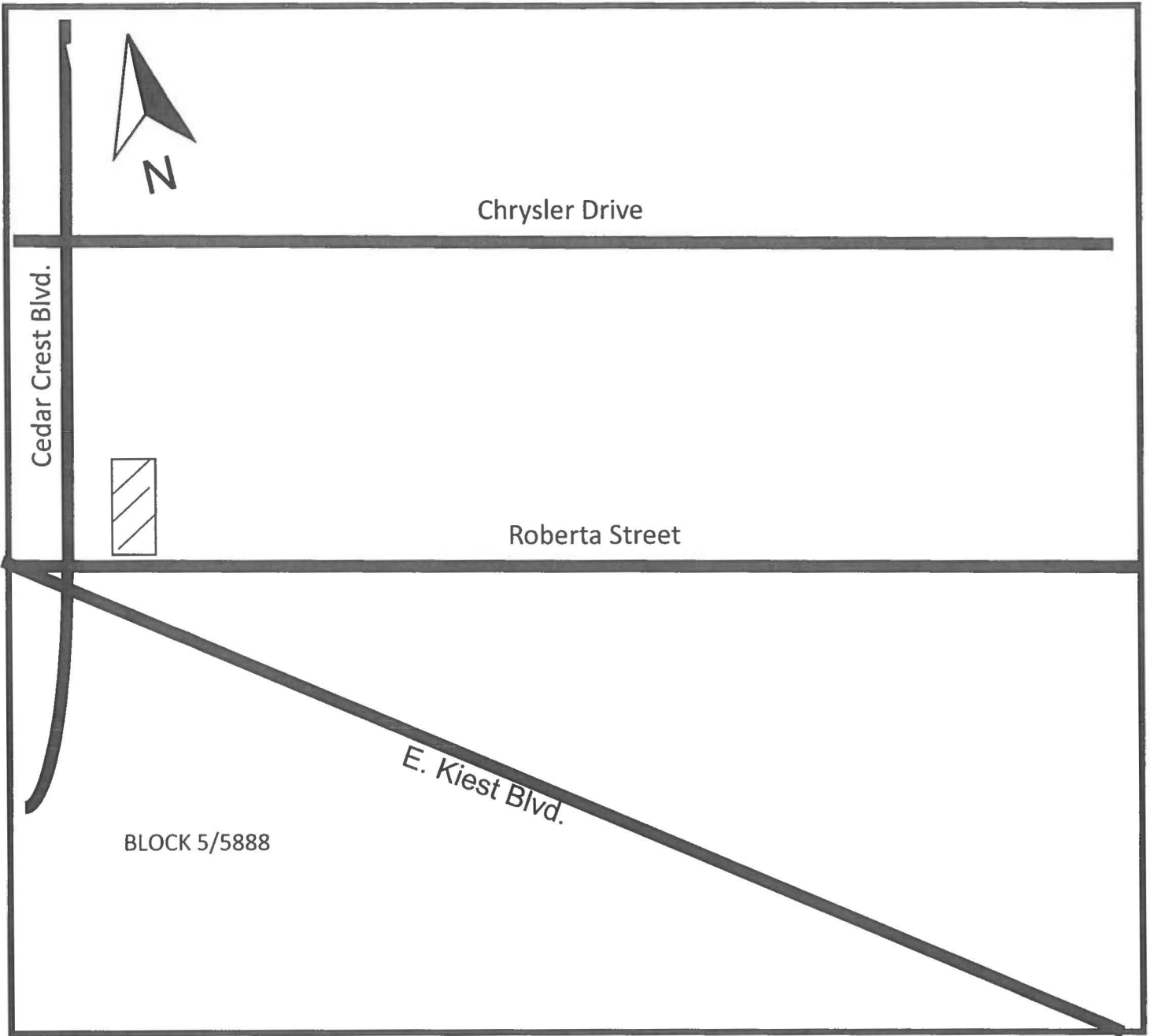
2006 Bond Program (General Obligation Commercial Paper Funds) - \$18,500 (\$16,000, plus closing costs and title expenses not to exceed \$2,500)

OWNER

Tommy Webb

MAP

Attached



SUBJECT:



February 28, 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 8,165 square feet of land located in Dallas County, Texas, and being the same property more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Cadillac Heights Phase I

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

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

"OWNER": Tommy Webb, 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": \$16,000

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

"AUTHORIZED AMOUNT": Not to exceed \$18,500

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

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

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

February 28, 2018

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

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

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

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Land Acquisition in Cadillac Heights Fund, Fund 4T11, Department EBS, Unit T825, Activity LAAQ, Program PB06T825, Object 4210, Encumbrance/Contract No. CX-EBS-2018-00005307. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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

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

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

BY: 
Assistant City Attorney

EXHIBIT A

Being a portion of Lot 2, in Block 1/5888, of S.E. Green, an Addition to the City of Dallas, Dallas County, Texas, according to the Deed thereof recorded in Volume 2003089, Page 9618, Deed Records of Dallas County, Texas.

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

EXHIBIT B

GENERAL WARRANTY DEED

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

That Tommy Webb, a married person, not joined herein by spouse, as the property hereby conveyed constitutes no part of the business or residence homestead and is in his sole management and control (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED and does hereby GRANT, SELL AND CONVEY unto City, its successors and assigns, the following (all said property and interests being collectively referred to herein as the "Property"):

- (a) that certain tract or parcel of land (the "Land") in Dallas County, Texas, described more fully on Exhibit "A", attached hereto and incorporated herein for all purposes;
- (b) all right, title and interest of Grantor, as owner of the Land, in (i) strips or gores, if any, between the Land and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land;
- (c) all improvements, buildings, structures, fixtures, and open parking areas which may be located on the Land (the "Improvements"), including, without limitation, all mechanical, electrical, heating, ventilation, air conditioning and plumbing fixtures, systems and equipment as well as compressors, engines, elevators and escalators, if any;
- (d) all right, title and interest of Grantor, as owner of the Land, in and to any easements, rights-of-way, rights of ingress and egress or other interests in, on, or to any land, highway, street, road or avenue, opened or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land; and
- (e) all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property.

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

EXECUTED this _____ day of _____, _____.

Tommy Webb

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____ by Tommy Webb.

Notary Public, State of TEXAS

After recording return to:
City of Dallas, Department of Development Services
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: VLeal

Warranty Deed Log No. 45121

EXHIBIT A

Being a portion of Lot 2, in Block 1/5888, of S.E. Green, an Addition to the City of Dallas, Dallas County, Texas, according to the Deed thereof recorded in Volume 2003089, Page 9618, Deed Records of Dallas County, Texas.

AGENDA ITEM # 10

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 28, 2018

COUNCIL DISTRICT(S): 4

DEPARTMENT: Department of Sustainable Development and Construction
Department of Equipment and Building Services

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

MAPSCO: 55H

SUBJECT

Authorize acquisition from Y & F Properties, LLC, of approximately 19,123 square feet of land improved with a commercial building located near the intersection of Roberta Street and Cedar Crest Boulevard for the Cadillac Heights Phase I Project - Not to exceed \$108,500 (\$105,000, plus closing costs and title expenses not to exceed \$3,500) - Financing: General Obligation Commercial Paper Funds

BACKGROUND

This item authorizes the acquisition from Y & F Properties, LLC, of approximately 19,123 square feet of land improved with a commercial building located near the intersection of Roberta Street and Cedar Crest Boulevard for the Cadillac Heights Phase I Project. This property will be used for future location of City service and maintenance facilities. The consideration is based on an independent appraisal. There are no relocation benefits associated.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

2006 Bond Program (General Obligation Commercial Paper Funds) - \$108,500 (\$105,000, plus closing costs and title expenses not to exceed \$3,500)

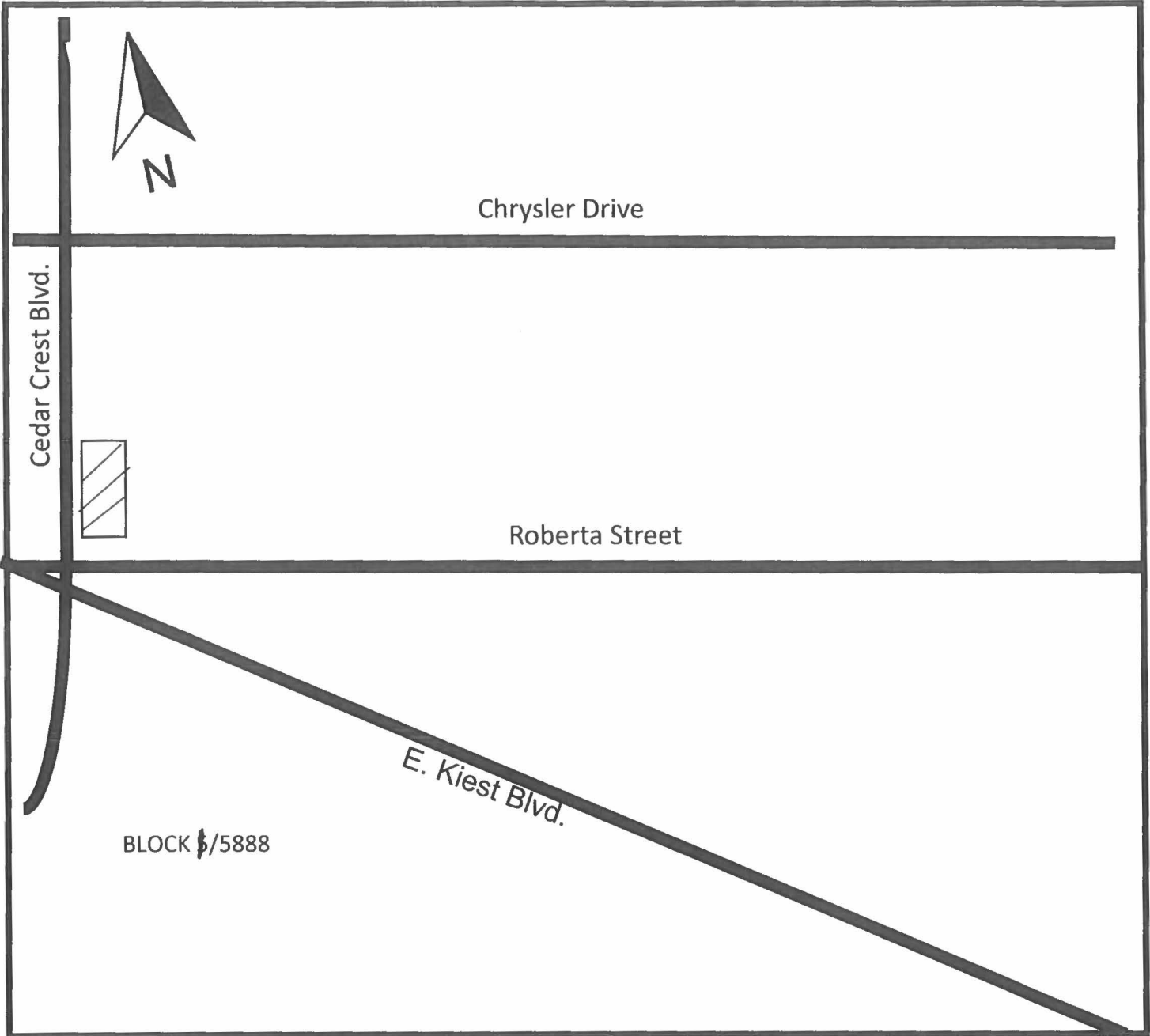
OWNER

Y & F Properties, LLC

Mazen Mahmoud, Manager

MAP

Attached



SUBJECT:



February 28, 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 19,123 square feet of land located in Dallas County, Texas, and being the same property more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": Cadillac Heights Phase I

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

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

"OWNER": Y & F Properties, LLC, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": \$105,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$3,500

"AUTHORIZED AMOUNT": Not to exceed \$108,500

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

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

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

February 28, 2018

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

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

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

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Land Acquisition in Cadillac Heights Fund, Fund 4T11, Department EBS , Unit T825, Activity LAAQ, Program PB06T825, Object 4210, Encumbrance/Contract No. CX-EBS-2018-00005306. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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

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

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

BY: 
Assistant City Attorney

EXHIBIT A

Being a portion of Lots 1 and 2, in Block 1/5888, of S.E. Green, an Addition to the City of Dallas, Dallas County, Texas, according to the Deed thereof recorded in Volume 2003089, Page 9616, Deed Records of Dallas County, Texas.

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

EXHIBIT B

GENERAL WARRANTY DEED

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

That Y & F Properties, LLC, a Texas limited liability company (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED and does hereby GRANT, SELL AND CONVEY unto City, its successors and assigns, the following (all said property and interests being collectively referred to herein as the "Property"):

- (a) that certain tract or parcel of land (the "Land") in Dallas County, Texas, described more fully on Exhibit "A", attached hereto and incorporated herein for all purposes;
- (b) all right, title and interest of Grantor, as owner of the Land, in (i) strips or gores, if any, between the Land and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land;
- (c) all improvements, buildings, structures, fixtures, and open parking areas which may be located on the Land (the "Improvements"), including, without limitation, all mechanical, electrical, heating, ventilation, air conditioning and plumbing fixtures, systems and equipment as well as compressors, engines, elevators and escalators, if any;
- (d) all right, title and interest of Grantor, as owner of the Land, in and to any easements, rights-of-way, rights of ingress and egress or other interests in, on, or to any land, highway, street, road or avenue, opened or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land; and
- (e) all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property.

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

EXECUTED this _____ day of _____, 2018.

Y & F Properties, LLC,
a Texas limited liability company

By: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____
by _____, of Y & F Properties, LLC, a Texas limited liability company, on behalf of said
limited liability company.

Notary Public, State of TEXAS

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

Warranty Deed Log No. 45134/ Block1/5888

EXHIBIT A

Being a portion of Lots 1 and 2, in Block 1/5888, of S.E. Green, an Addition to the City of Dallas, Dallas County, Texas, according to the Deed thereof recorded in Volume 2003089, Page 9616, Deed Records of Dallas County, Texas.

AGENDA ITEM # 11

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 28, 2018

COUNCIL DISTRICT(S):

11

DEPARTMENT:

Department of Sustainable Development and Construction
Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

5X

SUBJECT

Authorize acquisition from London Park Condominiums, of an access easement of approximately 7,558 square feet of land located near the intersection of Preston and Arapaho Roads for the McKamy and Osage Branch Wastewater Interceptor Project - Not to exceed \$32,994 (\$28,994, plus closing costs and title expenses not to exceed \$4,000) - Financing: Water Utilities Capital Construction Funds

BACKGROUND

This item authorizes the acquisition of an access easement of approximately 7,558 square feet of land located near the intersection of Preston and Arapaho Roads for the McKamy and Osage Branch Wastewater Interceptor Project. This property will be used for improvements and relocation of the McKamy and Osage Branch wastewater line. The consideration is based on an independent appraisal. There are no relocation benefits associated.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Water Utilities Capital Construction Funds - \$32,994 (\$28,994, plus closing costs and title expenses not to exceed \$4,000)

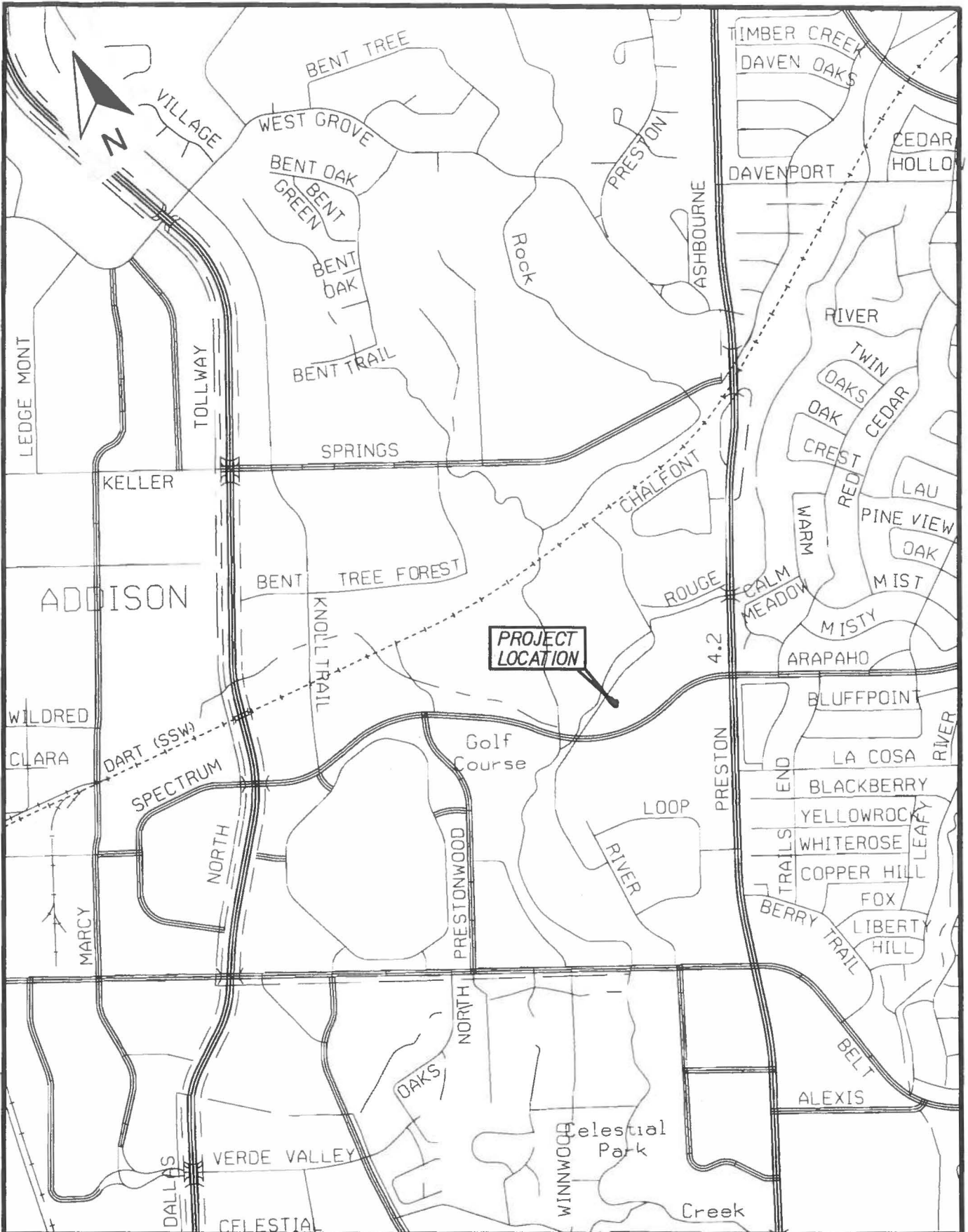
OWNER

London Park Condominiums

Renee Blustein, President

MAP

Attached



COMPUTED _____ CKD _____
 DRAWN _____ CKD _____
 SUPERVISOR _____
 DATE _____
 SCALE _____

AZ&B
 ARREDONDO, ZEPEDA
 & BRUNZ, INC.
 11356 MCCREE ROAD
 DALLAS, TX 75238
 PH. 214-341-9900
 FAX 214-341-9925
 email - office@azengr.com

LOCATOR MAP
 7,558 SQUARE FOOT (0.174 ACRE)
 ROBERT WILBURN SURVEY - ABSTRACT NO. 1580
 DALLAS CITY BLOCK 8220
 SHEET OF DWG No. REV

February 28, 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 7,558 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": McKamy and Osage Branch Wastewater Interceptor 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": London Park Condominiums, 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": \$28,994

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$4,000

"AUTHORIZED AMOUNT": Not to exceed \$32,994

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

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

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

February 28, 2018

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

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

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

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Water Utilities Capital Construction Fund, Fund 0103, Department DWU, Unit CS40, Activity MPSA, Program 706028, Object 4250, Encumbrance/Contract No. CX-DWU-2018-00004470. 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

**7,558 SQUARE FOOT (0.174 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
LONDON PARK CONDOMINIUMS**

Exhibit A

BEING a 7,558 square foot (0.174 acre) parcel of land situated in the ROBERT WILBURN SURVEY, ABSTRACT NO. 1580, in Official City Block No. 8220 in the City of Dallas, Dallas County, Texas, said parcel being part of Lot 2, Block A/8220 of London Park Apartments Addition, an addition to the City of Dallas according to the plat thereof recorded in Volume 78090, Page 1388 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.) converted to condominiums by declaration recorded in Volume 83013, Page 680 D.R.D.C.T., and amended by document recorded in Volume 83035, Page 1169 D.R.D.C.T., and being more particularly described as follow;

COMMENCING at a 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates – N=7,037,546.27, E=2,487,746.37) at the end of a curve in the common northerly line of said Lot 2 and southerly line of a called 5.5451 acre tract of land designated "Tract IV" described in a deed to Providence Texas Capital Corporation, Inc. recorded in Volume 97076, Page 4407 D.R.D.C.T.

THENCE South 38 degrees 42 minutes 59 seconds West, along said common line, at a distance of 82.50 feet passing the north corner of a called 0.274 acre tract of land described in a deed to Price London Park, L.P. recorded in Instrument No. 200600419125 of the Official Public Records of Dallas County, Texas, continuing along the common northerly line of said Lot 2, the northerly line of said 0.274 acre tract of land, and the southerly line of said called 5.5451 acre tract of land, a total distance of 122.29 feet to the beginning of a non-tangent curve to the right;

THENCE continuing along said common line and along said non-tangent curve to the right with a radius of 498.22 feet, a central angle of 08 degrees 28 minutes 26 seconds, Southwestwardly, an arc length of 73.69 feet with a chord bearing and distance of South 43 degrees 03 minutes 08 seconds West for 73.62 feet to a 5/8-inch steel rod found (controlling monument – Texas State Plane Grid Coordinates – N=7,037,397.08, E=2,487,619.64) for the common west corner of said Lot 2, west corner of said called 0.274 acre tract of land and the north corner of Lot 1, Block A/8220 of Woodhaven Apartment Addition, an addition to the City of Dallas according to the plat thereof recorded in Volume 79038, Page 284 D.R.D.C.T.;

FIELD NOTES APPROVED:

Doc 4/27/15



7,558 SQUARE FOOT (0.174 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
LONDON PARK CONDOMINIUMS

Exhibit A

THENCE South 35 degrees 10 minutes 46 seconds East, departing said common line and along the common southwesterly line of said Lot 2, southwesterly line of said called 0.274 acre tract of land and the northeasterly line of said Lot 1, a distance of 113.73 feet to the southwest corner of said called 0.274 acre tract of land, from which a 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates – N=7,037,062.69, E=2,487,855.34) for the common southwest corner of said Lot 2 and northeast corner of said Lot 1, bears South 35 degrees 10 minutes 46 seconds East along the common southwest line of said Lot 2 and northeast line of said Lot 1, a distance of 295.44 feet;

THENCE North 54 degrees 57 minutes 12 seconds East, departing said common line over and across said Lot 2, along the southeasterly line of said 0.274 acre tract of land, a distance of 28.63 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the **POINT OF BEGINNING**;

THENCE North 54 degrees 57 minutes 12 seconds East, continuing over and across said Lot 2, continuing along the southeasterly line of said 0.274 acre tract of land, a distance of 3.66 feet to an "X" in concrete set for corner for the beginning of a non tangent curve to the right;

THENCE continuing over and across said Lot 2, along the southeasterly line of said 0.274 acre tract of land and along said non-tangent curve to the right with a radius of 132.35 feet, a central angle of 22 degrees 14 minutes 26 seconds, Northwardly, an arc length of 51.37 feet with a chord bearing and distance of North 07 degrees 42 minutes 34 seconds East for 51.05 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for corner;

THENCE departing said southeasterly line of said 0.274 acre tract of land and continuing over and across said Lot 2, the following four (4) courses and distances;

1. South 73 degrees 08 minutes 14 seconds East, a distance of 22.90 feet to an "X" in concrete set for the beginning of a non-tangent curve to the left;
2. Along said non-tangent curve to the left with a radius of 118.81 feet, a central angle of 46 degrees 47 minutes 00 seconds East, Southwardly, an arc length of 97.01 feet with a chord bearing and distance of South 06 degrees 31 minutes 44 seconds East for 94.34 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for corner;

7,558 SQUARE FOOT (0.174 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
LONDON PARK CONDOMINIUMS

Exhibit A

3. South 29 degrees 55 minutes 14 seconds East, a distance of 106.11 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;
4. South 35 degrees 00 minutes 05 seconds East, a distance of 126.55 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner in the common southerly line of said Lot 2, and northerly line of Arapaho Road (a variable width right-of-way), being in a non-tangent curve to the left;

THENCE along said common line and said non-tangent curve to the left with a radius of 1,195.92 feet, a central angle of 01 degrees 03 minutes 15 seconds, Southwestwardly, an arc length of 22.00 feet with a chord bearing and distance of South 55 degrees 31 minutes 32 seconds West for 22.00 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;

THENCE departing said common line over and across said Lot 2, the following four (4) courses and distances;

1. North 35 degrees 00 minutes 05 seconds West, a distance of 127.32 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;
2. North 29 degrees 55 minutes 14 seconds West, a distance of 107.09 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for the beginning of a non-tangent curve to the right;
3. Along said non-tangent curve to the right with a radius of 140.81 feet, a central angle of 24 degrees 52 minutes 50 seconds, Northwardly, an arc length of 61.15 feet with a chord bearing and distance of North 17 degrees 28 minutes 49 seconds West for 60.67 feet to an "X" in concrete set for corner;
4. North 81 degrees 22 minutes 27 seconds West, a distance of 5.25 feet to the **POINT OF BEGINNING** and containing 7,558 square feet (0.174 acre) of land, more or less.

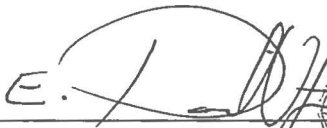
7,558 SQUARE FOOT (0.174 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
LONDON PARK CONDOMINIUMS

Exhibit A

Basis of bearings and source of coordinates is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone No. 4202, as determined by GPS observations using the WDS-VRS network.

A survey plat of even date accompanies this property description.

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of September 2014.


E. David Utzman
Registered Professional Land Surveyor
No. 4607



02/25/15
Date

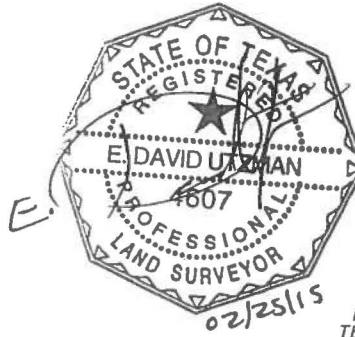
LEGEND

- (CM) CONTROLLING MONUMENT
- SRF STEEL ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- MONUMENT FOUND (SIZE/TYPE AS NOTED)
- 1/2" STEEL REBAR SET W/ AZB PLASTIC CAP (OR AS NOTED)
- LIMITS OF PROPERTY TO BE ACQUIRED

NOTES

A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS AND SOURCE OF COORDINATES IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS USING THE WDS-VRS NETWORK.



9:41:27 AM

2/19/2015

S:\DWU207010.001-Haliff-McKamy\Dgn\Easement\LONDON PARK APTSIESMT-502.dgn

PROVIDENCE TEXAS CAPITAL CORPORATION, INC. CALLED 5.5451 ACRES TRACT IV VOL.97076, PG.4407 D.R.D.C.T.

10' FLOODWAY EASEMENT (BY PLAT)

24' UTILITY EASEMENT (BY PLAT)

BLOCK A/8222

PROVIDENCE TEXAS CAPITAL CORPORATION, INC. CALLED 64.9254 TRACT II VOL.97076, PG.4407 D.R.D.C.T.

RADIUS - 498.22'
DELTA - 08° 28' 26"
ARC LENGTH - 73.69'
CHORD BEARING - S43°03'08" W 73.62'

ROBERT WILBURN SURVEY ABSTRACT NO.1580

N=7037397.08
E=2487619.64

PRICE LONDON PARK, L.P. CALLED 0.274 ACRES INST. NO. 200600419125 O.P.R.D.C.T.

LOT 2

LONDON PARK APARTMENTS VOL.78090, PG.1388 D.R.D.C.T.

LONDON PARK CONDOMINIUMS VOL.83013, PG.680 D.R.D.C.T. AMENDED VOL.83035, PG.1169 D.R.D.C.T.

BLOCK A/8220

WOODHAVEN APARTMENTS VOL.79038, PG.284 D.R.D.C.T.

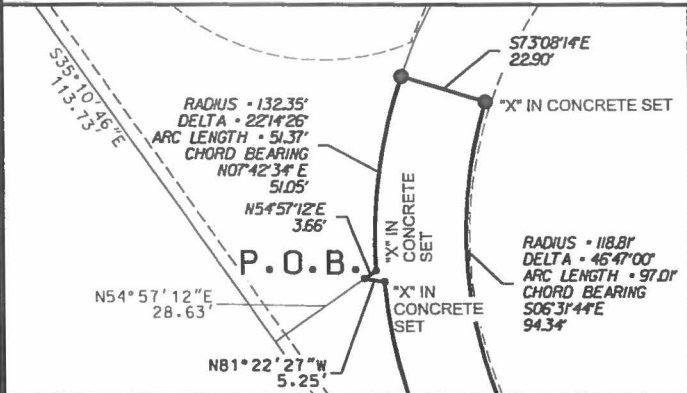
RADIUS - 140.81'
DELTA - 24° 52' 50"
ARC LENGTH - 61.5'
CHORD BEARING N 17° 28' 45" W 60.67'

7,558 S.F. (0.174 AC.) TO BE ACQUIRED

S29°55'14"E 106.11'

24' UTILITY EASEMENT (BY PLAT)

DETAIL A



SCALE (IN FEET)



REVISION HISTORY

NO.	DATE	DESCRIPTION

COMPUTED JDS CKD RLD
DRAWN JDS CKD RLD
SUPERVISOR E.D. UTZMAN
DATE 2-19-15
SCALE 1"=50'

AZ&B
ARREDONDO, ZEPEDA & BRUNZ, INC.
11355 MCCREE ROAD
DALLAS, TX 75238
PH. 214-341-9900
FAX 214-341-9925
email - office@azb-engrs.com

7,558 SQUARE FOOT (0.174 ACRE)
DALLAS CITY BLOCK 8220
ACCESS EASEMENT
LONDON PARK CONDOMINIUMS

ACCESS EASEMENT

EXHIBIT B

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

That London Park Condominiums, a Texas limited partnership, (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of TWENTY EIGHT THOUSAND NINE HUNDRED NINETY FOUR AND no/100 DOLLARS (\$28,994.00) to the undersigned in hand paid by the **City of Dallas**, a Texas municipal corporation, (hereinafter called "City"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has granted, sold and conveyed and does hereby grant, sell and convey unto City and its successors and assigns, an easement on, over, and across 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 "Easement Property"), for the purpose of providing free and uninterrupted pedestrian and vehicular ingress to and egress from that certain lot, tract or parcel of land described in Exhibit "B", attached hereto and made a part hereof by reference for all purposes, (the "Dominant Estate Property"), to and from Arapaho Road, a public thoroughfare, and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"). The consideration stated above for the Easement herein conveyed shall be considered full compensation for same and for any diminution in value that may result to Grantor's remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is for the benefit of City and City's successors and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, "Holder"). The duration of the Easement is perpetual unless and until formally abandoned by written action of Holder. The easement is irrevocable by Grantor.

The Easement is nonexclusive. Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to continue to use and enjoy the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder. Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear the costs and perform the obligations herein provided.

Holder has the right (but not the obligation) to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, curbs, sewer facilities, landscaping, irrigation, lighting and similar or related utilities and facilities under, upon or across any portion of the Easement Property (collectively, the "Access Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Access Improvements are at Holder's sole discretion and subject to Holder's prior approval. Holder has the right (but not the obligation) to eliminate any encroachment into the Easement Property. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Access Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property. On request by Holder, the owner of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

Prior to Grantor's development of Grantor's other land abutting the Easement Property, improvement and maintenance of the Easement Property will be at the sole expense of Holder and Holder must maintain the Easement Property and any improvements made by Holder in a neat, clean, and repaired condition. Upon development by Grantor of Grantor's other land abutting the Easement Property, improvement and maintenance of the Easement Property will be at the sole expense of Grantor and Grantor must maintain the Easement Property and any improvements made thereon in a neat, clean and repaired condition. Any work on the Access Improvements must be approved in writing by Holder before proceeding. For purposes of this paragraph, "development" shall mean issuance after the date of this agreement of a building permit to Grantor or Grantor's heirs, successors and assigns as to their other land abutting the Easement Property.

Should Grantor herein be a natural person and not joined by Grantor's spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor and spouse. Should Grantor 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.

Nothing in this Easement shall be construed as a waiver by City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas. The access easement herein granted shall not be construed or deemed to be a public street or alley right-of-way dedication.

This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefitted by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns. This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and the neuter will include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice

delivered as provided herein.

Grantor's Notice Address:

City's Notice Address:

15889 Preston Road

City of Dallas

1500 Marilla Street

Dallas, Texas 75248

Dallas, Texas 75201

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 the City of Dallas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this _____ day of _____,

GRANTOR:

London Park Owners Association,
a

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____ by _____,
of London Park Owners Association., a Texas , on behalf of said .

Notary Public, State of Texas

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

**7,558 SQUARE FOOT (0.174 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
LONDON PARK CONDOMINIUMS**

Exhibit A

BEING a 7,558 square foot (0.174 acre) parcel of land situated in the ROBERT WILBURN SURVEY, ABSTRACT NO. 1580, in Official City Block No. 8220 in the City of Dallas, Dallas County, Texas, said parcel being part of Lot 2, Block A/8220 of London Park Apartments Addition, an addition to the City of Dallas according to the plat thereof recorded in Volume 78090, Page 1388 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.) converted to condominiums by declaration recorded in Volume 83013, Page 680 D.R.D.C.T., and amended by document recorded in Volume 83035, Page 1169 D.R.D.C.T., and being more particularly described as follow;

COMMENCING at a 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates – N=7,037,546.27, E=2,487,746.37) at the end of a curve in the common northerly line of said Lot 2 and southerly line of a called 5.5451 acre tract of land designated "Tract IV" described in a deed to Providence Texas Capital Corporation, Inc. recorded in Volume 97076, Page 4407 D.R.D.C.T.

THENCE South 38 degrees 42 minutes 59 seconds West, along said common line, at a distance of 82.50 feet passing the north corner of a called 0.274 acre tract of land described in a deed to Price London Park, L.P. recorded in Instrument No. 200600419125 of the Official Public Records of Dallas County, Texas, continuing along the common northerly line of said Lot 2, the northerly line of said 0.274 acre tract of land, and the southerly line of said called 5.5451 acre tract of land, a total distance of 122.29 feet to the beginning of a non-tangent curve to the right;

THENCE continuing along said common line and along said non-tangent curve to the right with a radius of 498.22 feet, a central angle of 08 degrees 28 minutes 26 seconds, Southwestwardly, an arc length of 73.69 feet with a chord bearing and distance of South 43 degrees 03 minutes 08 seconds West for 73.62 feet to a 5/8-inch steel rod found (controlling monument – Texas State Plane Grid Coordinates – N=7,037,397.08, E=2,487,619.64) for the common west corner of said Lot 2, west corner of said called 0.274 acre tract of land and the north corner of Lot 1, Block A/8220 of Woodhaven Apartment Addition, an addition to the City of Dallas according to the plat thereof recorded in Volume 79038, Page 284 D.R.D.C.T.;

FIELD NOTES APPROVED:
NDR 4/27/15



7,558 SQUARE FOOT (0.174 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
LONDON PARK CONDOMINIUMS

Exhibit A

THENCE South 35 degrees 10 minutes 46 seconds East, departing said common line and along the common southwesterly line of said Lot 2, southwesterly line of said called 0.274 acre tract of land and the northeasterly line of said Lot 1, a distance of 113.73 feet to the southwest corner of said called 0.274 acre tract of land, from which a 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates – N=7,037,062.69, E=2,487,855.34) for the common southwest corner of said Lot 2 and northeast corner of said Lot 1, bears South 35 degrees 10 minutes 46 seconds East along the common southwest line of said Lot 2 and northeast line of said Lot 1, a distance of 295.44 feet;

THENCE North 54 degrees 57 minutes 12 seconds East, departing said common line over and across said Lot 2, along the southeasterly line of said 0.274 acre tract of land, a distance of 28.63 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the **POINT OF BEGINNING**;

THENCE North 54 degrees 57 minutes 12 seconds East, continuing over and across said Lot 2, continuing along the southeasterly line of said 0.274 acre tract of land, a distance of 3.66 feet to an "X" in concrete set for corner for the beginning of a non tangent curve to the right;

THENCE continuing over and across said Lot 2, along the southeasterly line of said 0.274 acre tract of land and along said non-tangent curve to the right with a radius of 132.35 feet, a central angle of 22 degrees 14 minutes 26 seconds, Northwardly, an arc length of 51.37 feet with a chord bearing and distance of North 07 degrees 42 minutes 34 seconds East for 51.05 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for corner;

THENCE departing said southeasterly line of said 0.274 acre tract of land and continuing over and across said Lot 2, the following four (4) courses and distances;

1. South 73 degrees 08 minutes 14 seconds East, a distance of 22.90 feet to an "X" in concrete set for the beginning of a non-tangent curve to the left;
2. Along said non-tangent curve to the left with a radius of 118.81 feet, a central angle of 46 degrees 47 minutes 00 seconds East, Southwardly, an arc length of 97.01 feet with a chord bearing and distance of South 06 degrees 31 minutes 44 seconds East for 94.34 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for corner;

7,558 SQUARE FOOT (0.174 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
LONDON PARK CONDOMINIUMS

Exhibit A

3. South 29 degrees 55 minutes 14 seconds East, a distance of 106.11 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;
4. South 35 degrees 00 minutes 05 seconds East, a distance of 126.55 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner in the common southerly line of said Lot 2, and northerly line of Arapaho Road (a variable width right-of-way), being in a non-tangent curve to the left;

THENCE along said common line and said non-tangent curve to the left with a radius of 1,195.92 feet, a central angle of 01 degrees 03 minutes 15 seconds, Southwestwardly, an arc length of 22.00 feet with a chord bearing and distance of South 55 degrees 31 minutes 32 seconds West for 22.00 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;

THENCE departing said common line over and across said Lot 2, the following four (4) courses and distances;

1. North 35 degrees 00 minutes 05 seconds West, a distance of 127.32 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;
2. North 29 degrees 55 minutes 14 seconds West, a distance of 107.09 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for the beginning of a non-tangent curve to the right;
3. Along said non-tangent curve to the right with a radius of 140.81 feet, a central angle of 24 degrees 52 minutes 50 seconds, Northwardly, an arc length of 61.15 feet with a chord bearing and distance of North 17 degrees 28 minutes 49 seconds West for 60.67 feet to an "X" in concrete set for corner;
4. North 81 degrees 22 minutes 27 seconds West, a distance of 5.25 feet to the **POINT OF BEGINNING** and containing 7,558 square feet (0.174 acre) of land, more or less.


7,558 SQUARE FOOT (0.174 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
LONDON PARK CONDOMINIUMS

Exhibit A

Basis of bearings and source of coordinates is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone No. 4202, as determined by GPS observations using the WDS-VRS network.

A survey plat of even date accompanies this property description.

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of September 2014.

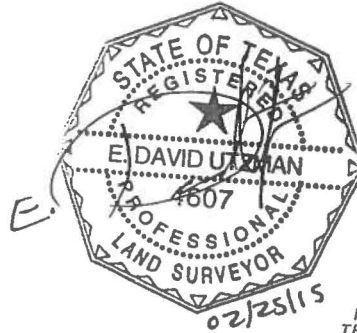

E. David Utzman
Registered Professional Land Surveyor
No. 4607



02/25/15
Date

LEGEND

- (CM) CONTROLLING MONUMENT
- SRF STEEL ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- MONUMENT FOUND (SIZE/TYPE AS NOTED)
- 1/2" STEEL REBAR SET W/ AZB PLATIC CAP (OR AS NOTED)
- LIMITS OF PROPERTY TO BE ACQUIRED



NOTES

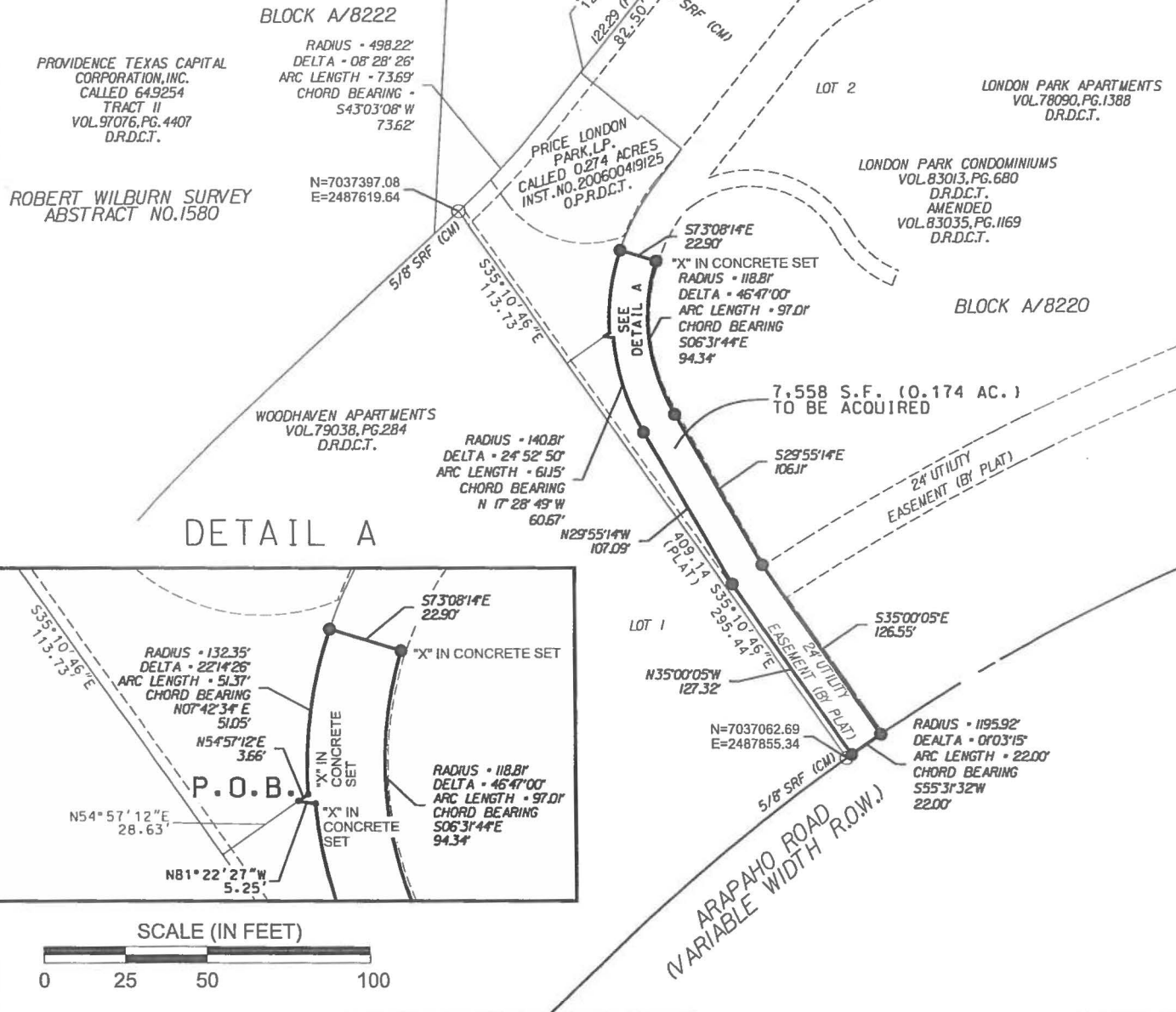
A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS AND SOURCE OF COORDINATES IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS USING THE WDS-VRS NETWORK.

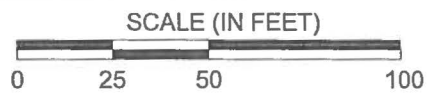
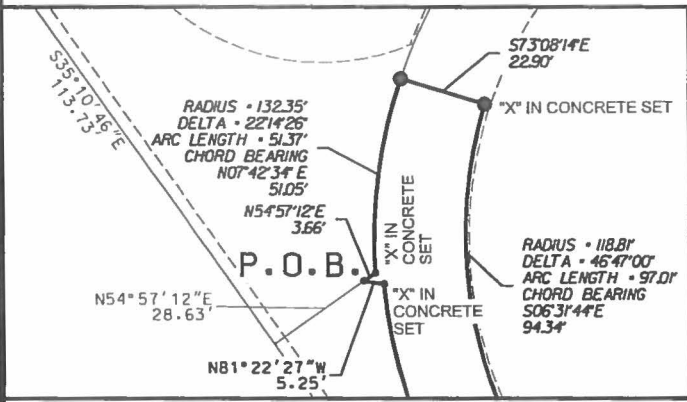
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2/19/2015

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DETAIL A



COMPUTED	JDS	CKD	RLD
DRAWN	JDS	CKD	RLD
SUPERVISOR	E.D. UTZMAN		
DATE	2-19-15		
SCALE	1"=50'		

REVISION HISTORY	

AZ&B
 ARREDONDO, ZEPEDA & BRUNZ, INC.
 11355 McCREE ROAD
 DALLAS, TX. 75238
 PH. 214-341-9900
 FAX 214-341-9925
 email - office@azb-engrs.com

**7,558 SQUARE FOOT (0.174 ACRE)
 DALLAS CITY BLOCK 8220
 ACCESS EASEMENT
 LONDON PARK CONDOMINIUMS**

SHEET 5 OF 5 | DWG No. | REV

AGENDA ITEM # 12

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 28, 2018

COUNCIL DISTRICT(S): 11

DEPARTMENT: Department of Sustainable Development and Construction
Water Utilities Department

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 5X

SUBJECT

Authorize acquisition from Price London Park, L.P., of an access easement of approximately 3,475 square feet of land located near the northwest side of an interior roadway of London Park Condominiums, north of Arapaho Road for the McKamy and Osage Branch Wastewater Interceptor Project - Not to exceed \$22,460 (\$19,960, plus closing costs and title expenses not to exceed \$2,500) - Financing: Water Utilities Capital Construction Funds

BACKGROUND

This item authorizes the acquisition from Price London Park, L.P., of an access easement of approximately 3,475 square feet of land located near the northwest side of an interior roadway of London Park Condominiums, north of Arapaho Road for the McKamy and Osage Branch Wastewater Interceptor Project. This property will be used for improvements and relocation of the McKamy and Osage Branch wastewater line. The consideration is based on an independent appraisal. There are no relocation costs associated.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Water Utilities Capital Construction Funds - \$22,460 (\$19,960, plus closing costs and title expenses not to exceed \$2,500)

OWNER

Price London Park, L.P.

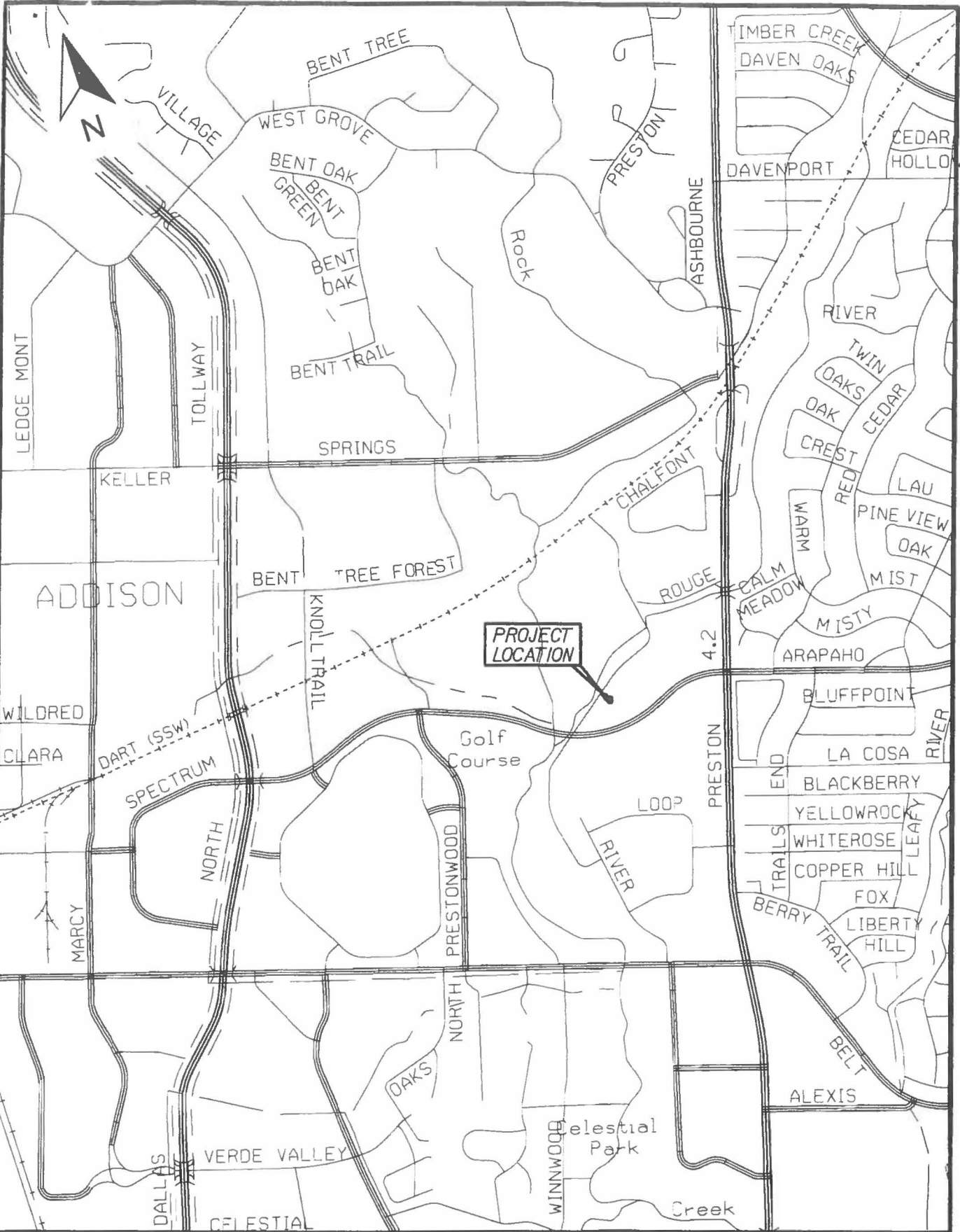
Price Millennium Eight L.P., General Partner

Price London Park GP, Inc.

Michael Ochestein, President

MAP

Attached



COMPUTED _____ CKD _____
 DRAWN _____ CKD _____
 SUPERVISOR _____
 DATE _____
 SCALE _____

AZ&B
 ARREDONDO, ZEPEDA
 & BRUNZ, INC.
 11355 McCREE ROAD
 DALLAS, TX 75224
 PH. 214-341-8000
 FAX 214-341-8025
 email - office@azb-engr.com

LOCATOR MAP
 3,475 SQUARE FOOT (0.080 ACRE)
 ROBERT WILBURN SURVEY - ABSTRACT NO. 1580
 DALLAS CITY BLOCK 8220

SHEET OF DWG No. REV

February 28, 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 3,475 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": McKamy and Osage Branch Wastewater Interceptor 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": Price London Park, L.P., 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": \$19,960

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

"AUTHORIZED AMOUNT": Not to exceed \$22,460

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

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

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

February 28, 2018

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

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

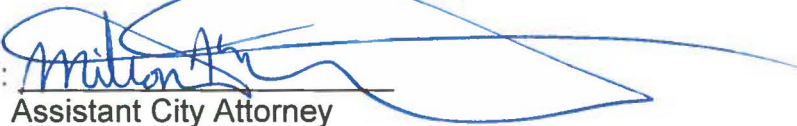
SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is hereby authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Water Utilities Capital Construction Fund, Fund 0103, Department DWU, Unit CS40, Activity MPSA, Program 706028, Object 4250, Encumbrance/Contract No. CX-DWU-2017-00002351. 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

**3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.**

Exhibit A

BEING an 3,475 square foot (0.080 acre) parcel of land situated in the ROBERT WILBURN SURVEY, ABSTRACT NO. 1580, in Official City Block No. 8220 in the City of Dallas, Dallas County, Texas, said parcel being part of Lot 2, Block A/8220 of London Park Apartments Addition, an addition to the City of Dallas according to the plat thereof recorded in Volume 78090, Page 1388 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), also being a part of a called 0.274 acre tract of land described in a deed to Price London Park, L.P. recorded in Instrument Number 200600419125 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follow;

COMMENCING at a 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates – N=7,037,546.27, E=2,487,746.37) at the end of a curve in the common northerly line of said Lot 2 and southerly line of a called 5.5451 acre tract of land designated "Tract IV" described in a deed to Providence Texas Capital Corporation, Inc. recorded in Volume 97076, Page 4407 D.R.D.C.T.

THENCE South 38 degrees 42 minutes 59 seconds West, along said common line, at a distance of 82.50 feet passing the north corner of said 0.274 acre tract of land, continuing along the common northerly line of said 0.274 acre tract of land the, the northerly line of said Lot 2 and southerly line of said called 5.5451 acre tract of land, a total distance of 122.29 feet to the beginning of a non-tangent curve to the right;

THENCE continuing along said common line and along said non-tangent curve to the right with a radius of 498.22 feet, a central angle of 05 degree 20 minutes 37 seconds, Southwestwardly, an arc length of 46.47 feet with a chord bearing and distance of South 41 degrees 29 minutes 14 seconds West for 46.45 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the **POINT OF BEGINNING**;

THENCE departing said common line over and across said Lot 2 and said called 0.274 acre tract of land, the following three (3) courses and distances;

1. South 35 degrees 54 minutes 25 seconds East, a distance of 32.92 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the beginning of a non-tangent curve to the left;

FIELD NOTES APPROVED:

Abc 4/21/15



**3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.**

Exhibit A

2. Along said non-tangent curve to the left with a radius of 62.13 feet, a central angle of 49 degrees 19 minutes 29 seconds, Eastwardly, and arc length of 53.49 feet with a chord bearing and distance of South 75 degrees 17 minutes 10 seconds East for 51.85 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the end of said curve;
3. South 73 degrees 08 minutes 14 seconds East, a distance of 10.30 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner in the southeasterly line of said called 0.274 acre tract of land, said corner being in a non-tangent curve to the left;

THENCE continuing over and across said Lot 2, along the southeasterly line of said 0.274 acre tract of land and along said non-tangent curve to the left with a radius of 132.35 feet, a central angle of 22 degrees 14 minutes 26 seconds, Southwardly, an arc length of 51.37 feet with a chord bearing and distance of South 07 degrees 42 minutes 34 seconds West for 51.05 feet to an "X" in concrete set for the most southerly southeast corner of said called 0.274 acre tract of land;

THENCE South 54 degrees 57 minutes 12 seconds West, continuing over and across said Lot 2, along the southerly line of said 0.274 acre tract of land, a distance of 3.66 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner, from which 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates - N=7,037,062.69, E=2,487,855.34) for the common southwest corner of said Lot 2 and northeast corner of said Lot 1, bears the following two courses and distances, 1) South 54 degrees 57 minutes 12 seconds West, a distance of 28.63 feet, and 2) South 35 degrees 10 minutes 46 seconds East, a distance of 295.44 feet;

THENCE departing said common line over and across said Lot 2 and said called 0.274 acre tract of land, the following three (3) courses and distances;

1. North 81 degrees 22 minutes 27 seconds West, a distance of 16.75 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;
2. North 44 degrees 06 minutes 55 seconds West, a distance of 75.32 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;

3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.

Exhibit A

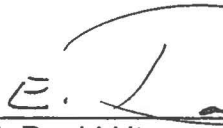
3. North 35 degrees 07minutes 40 seconds West, a distance of 28.47 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner in a non-tangent curve in the common northerly line of said called 0.274 acre tract of land, the northerly line of said Lot 2 and southerly line of said called 5.5451 acre tract of land, from said point a 5/8-inch steel rod found (controlling monument – Texas State Plane Grid Coordinates – N=7,037,397.08, E=2,487,619.64) for the common west corner of said called 0.274 acre tract of land, west corner of said Lot 2, north corner of said Lot 1 being in the southerly line of said called 5.5451 acre tract of land, bears along the common northerly line of said called 0.274 acre tract of land, the northerly line of said Lot 2, the southerly line of said called 5.5451 acre tract of land, bears along said non-tangent curve to the right with a radius of 498.22 feet, a central angle of 00 degrees 33 minutes 55 seconds, Southwestwardly, an arc length of 4.92 feet with a chord bearing and distance of South 47 degrees 00 minutes 24 seconds West for 4.92 feet;

THENCE along the common northerly line of said called 0.274 acre tract of land, the northerly line of said Lot 2, and southerly line of said called 5.5451 acre tract of land, and along said non-tangent curve to the left with a radius of 498.22 feet, a central angle of 02 degrees 33 minutes 54 seconds, Northeastwardly , an arc length of 22.30 feet with a chord bearing and distance of North 45 degrees 26 minutes 29 seconds East for 22.30 feet to the **POINT OF BEGINNING** and containing 3,475 square feet (0.080 acre) of land, more or less.

Basis of bearings and source of coordinates is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone No. 4202, as determined by GPS observations using the WDS-VRS network.

A survey plat of even date accompanies this property description.

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of September 2014.


E. David Utzman
Registered Professional Land Surveyor
No. 4607



02/25/15
Date

LEGEND

- (CM) CONTROLLING MONUMENT
- SRF STEEL ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- MONUMENT FOUND (SIZE/TYPE AS NOTED)
- 1/2" STEEL REBAR SET W/ AZB PLASTIC CAP (OR AS NOTED)
- LIMITS OF PROPERTY TO BE ACQUIRED

NOTES

A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS AND SOURCE OF COORDINATES IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS USING THE WGS-VRS NETWORK.

Exhibit A



9:39:41 AM

2/19/2015

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PROVIDENCE TEXAS CAPITAL CORPORATION, INC. CALLED 5.5451 ACRES TRACT IV VOL. 97076, PG. 4407 D.R.D.C.T.

PROVIDENCE TEXAS CAPITAL CORPORATION, INC. CALLED 64.9254 TRACT II VOL. 97076, PG. 4407 D.R.D.C.T.

ROBERT WILBURN SURVEY ABSTRACT NO. 1580

PRICE LONDON PARK, L.P. CALLED 0.274 ACRES INST. NO. 200600419/25 O.P.R.D.C.T.

LONDON PARK APARTMENTS VOL. 78090, PG. 1388 D.R.D.C.T.

LONDON PARK CONDOMINIUMS VOL. 83013, PG. 680 D.R.D.C.T. AMENDED VOL. 83035, PG. 1169 D.R.D.C.T.

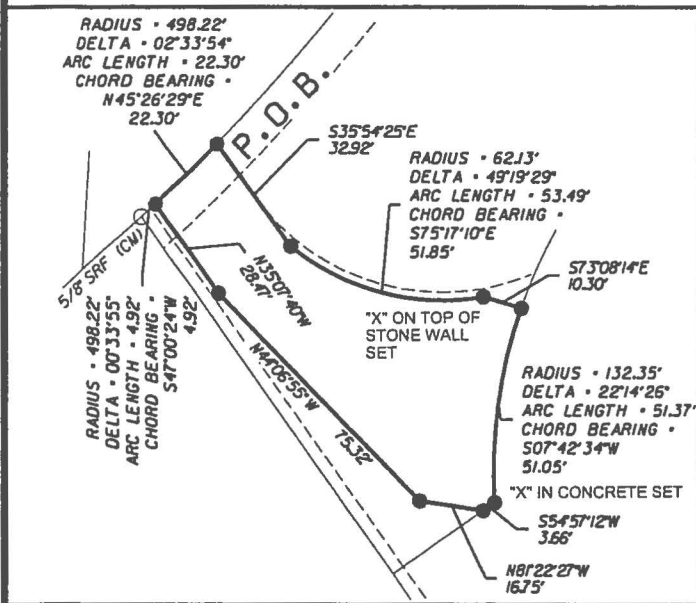
WOODHAVEN APARTMENTS VOL. 79038, PG. 284 D.R.D.C.T.

N=7037546.27
E=2487746.37

N=7037397.08
E=2487619.64

N=7037062.69
E=2487855.34

DETAIL A



SCALE (IN FEET)



COMPUTED JDS CKD RLD
DRAWN JDS CKD RLD
SUPERVISOR E.D. UTZMAN
DATE 2-19-15
SCALE 1" = 50'

REVISION HISTORY

NO.	DATE	DESCRIPTION

AZ&B
ARREDONDO, ZEPEDA & BRUNZ, INC.
11355 McCREE ROAD
DALLAS, TX. 75238
PH. 214-341-9900
FAX 214-341-9925
email - office@azb-engr.com

**3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK 8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.**

ACCESS EASEMENT

EXHIBIT B

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

That Price London Park, L.P., a Texas limited partnership, (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of NINETEEN THOUSAND NINE HUNDRED SIXTY AND no/100 DOLLARS (\$19,960.00) to the undersigned in hand paid by the **City of Dallas**, a Texas municipal corporation, (hereinafter called "City"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has granted, sold and conveyed and does hereby grant, sell and convey unto City and its successors and assigns, an easement on, over, and across 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 "Easement Property"), for the purpose of providing free and uninterrupted pedestrian and vehicular ingress to and egress from that certain lot, tract or parcel of land described in Exhibit "B", attached hereto and made a part hereof by reference for all purposes, (the "Dominant Estate Property"), to and from Arapaho Road, a public thoroughfare, and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"). The consideration stated above for the Easement herein conveyed shall be considered full compensation for same and for any diminution in value that may result to Grantor's remaining property by virtue of project proximity thereto, grade alignment, utility installation, or the alteration of drainage patterns and facilities.

The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is for the benefit of City and City's successors and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, "Holder"). The duration of the Easement is perpetual unless and until formally abandoned by written action of Holder. The easement is irrevocable by Grantor.

The Easement is nonexclusive. Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to continue to use and enjoy the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder. Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear the costs and perform the obligations herein provided.

Holder has the right (but not the obligation) to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, curbs, sewer facilities, landscaping, irrigation, lighting and similar or related utilities and facilities under, upon or across any portion of the Easement Property (collectively, the "Access Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Access Improvements are at Holder's sole discretion and subject to Holder's prior approval. Holder has the right (but not the obligation) to eliminate any encroachment into the Easement Property. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Access Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property. On request by Holder, the owner of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

Prior to Grantor's development of Grantor's other land abutting the Easement Property,

improvement and maintenance of the Easement Property will be at the sole expense of Holder and Holder must maintain the Easement Property and any improvements made by Holder in a neat, clean, and repaired condition. Upon development by Grantor of Grantor's other land abutting the Easement Property, improvement and maintenance of the Easement Property will be at the sole expense of Grantor and Grantor must maintain the Easement Property and any improvements made thereon in a neat, clean and repaired condition. Any work on the Access Improvements must be approved in writing by Holder before proceeding. For purposes of this paragraph, "development" shall mean issuance after the date of this agreement of a building permit to Grantor or Grantor's heirs, successors and assigns as to their other land abutting the Easement Property.

Should Grantor herein be a natural person and not joined by Grantor's spouse, it is conclusively presumed that the land herein conveyed is not the residence or business homestead of such Grantor and spouse. Should Grantor 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.

Nothing in this Easement shall be construed as a waiver by City of any connection charge or charges imposed by ordinance or Charter of the City of Dallas. The access easement herein granted shall not be construed or deemed to be a public street or alley right-of-way dedication.

This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefitted by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns. This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and the neuter will include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Grantor's Notice Address:

City's Notice Address:

15889 Preston Road

City of Dallas

Dallas, Texas 75248

1500 Marilla Street

Dallas, Texas 75201

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 the City of Dallas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this _____ day of _____,

GRANTOR:

Price London Park, L.P.,
a Texas limited partnership

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____
by _____ of Price London Park, L.P., a Texas
limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

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

3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.

Exhibit A

BEING an 3,475 square foot (0.080 acre) parcel of land situated in the ROBERT WILBURN SURVEY, ABSTRACT NO. 1580, in Official City Block No. 8220 in the City of Dallas, Dallas County, Texas, said parcel being part of Lot 2, Block A/8220 of London Park Apartments Addition, an addition to the City of Dallas according to the plat thereof recorded in Volume 78090, Page 1388 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), also being a part of a called 0.274 acre tract of land described in a deed to Price London Park, L.P. recorded in Instrument Number 200600419125 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follow;

COMMENCING at a 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates – N=7,037,546.27, E=2,487,746.37) at the end of a curve in the common northerly line of said Lot 2 and southerly line of a called 5.5451 acre tract of land designated "Tract IV" described in a deed to Providence Texas Capital Corporation, Inc. recorded in Volume 97076, Page 4407 D.R.D.C.T.

THENCE South 38 degrees 42 minutes 59 seconds West, along said common line, at a distance of 82.50 feet passing the north corner of said 0.274 acre tract of land, continuing along the common northerly line of said 0.274 acre tract of land the, the northerly line of said Lot 2 and southerly line of said called 5.5451 acre tract of land, a total distance of 122.29 feet to the beginning of a non-tangent curve to the right;

THENCE continuing along said common line and along said non-tangent curve to the right with a radius of 498.22 feet, a central angle of 05 degree 20 minutes 37 seconds, Southwestwardly, an arc length of 46.47 feet with a chord bearing and distance of South 41 degrees 29 minutes 14 seconds West for 46.45 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the **POINT OF BEGINNING**;

THENCE departing said common line over and across said Lot 2 and said called 0.274 acre tract of land, the following three (3) courses and distances;

1. South 35 degrees 54 minutes 25 seconds East, a distance of 32.92 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the beginning of a non-tangent curve to the left;

FIELD NOTES APPROVED:

Abc 4/15/15



**3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.**

Exhibit A

2. Along said non-tangent curve to the left with a radius of 62.13 feet, a central angle of 49 degrees 19 minutes 29 seconds, Eastwardly, and arc length of 53.49 feet with a chord bearing and distance of South 75 degrees 17 minutes 10 seconds East for 51.85 feet to a 1/2-inch steel rebar with a cap marked "AZ&B" set for the end of said curve;
3. South 73 degrees 08 minutes 14 seconds East, a distance of 10.30 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner in the southeasterly line of said called 0.274 acre tract of land, said corner being in a non-tangent curve to the left;

THENCE continuing over and across said Lot 2, along the southeasterly line of said 0.274 acre tract of land and along said non-tangent curve to the left with a radius of 132.35 feet, a central angle of 22 degrees 14 minutes 26 seconds, Southwardly, an arc length of 51.37 feet with a chord bearing and distance of South 07 degrees 42 minutes 34 seconds West for 51.05 feet to an "X" in concrete set for the most southerly southeast corner of said called 0.274 acre tract of land;

THENCE South 54 degrees 57 minutes 12 seconds West, continuing over and across said Lot 2, along the southerly line of said 0.274 acre tract of land, a distance of 3.66 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner, from which 5/8-inch steel rod found (controlling monument - Texas State Plane Grid Coordinates - N=7,037,062.69, E=2,487,855.34) for the common southwest corner of said Lot 2 and northeast corner of said Lot 1, bears the following two courses and distances, 1) South 54 degrees 57 minutes 12 seconds West, a distance of 28.63 feet, and 2) South 35 degrees 10 minutes 46 seconds East, a distance of 295.44 feet;

THENCE departing said common line over and across said Lot 2 and said called 0.274 acre tract of land, the following three (3) courses and distances;

1. North 81 degrees 22 minutes 27 seconds West, a distance of 16.75 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;
2. North 44 degrees 06 minutes 55 seconds West, a distance of 75.32 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner;

3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK A/8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.

Exhibit A

3. North 35 degrees 07minutes 40 seconds West, a distance of 28.47 feet to a 1/2-inch steel rod with a cap marked "AZ&B" set for corner in a non-tangent curve in the common northerly line of said called 0.274 acre tract of land, the northerly line of said Lot 2 and southerly line of said called 5.5451 acre tract of land, from said point a 5/8-inch steel rod found (controlling monument – Texas State Plane Grid Coordinates – N=7,037,397.08, E=2,487,619.64) for the common west corner of said called 0.274 acre tract of land, west corner of said Lot 2, north corner of said Lot 1 being in the southerly line of said called 5.5451 acre tract of land, bears along the common northerly line of said called 0.274 acre tract of land, the northerly line of said Lot 2, the southerly line of said called 5.5451 acre tract of land, bears along said non-tangent curve to the right with a radius of 498.22 feet, a central angle of 00 degrees 33 minutes 55 seconds, Southwestwardly, an arc length of 4.92 feet with a chord bearing and distance of South 47 degrees 00 minutes 24 seconds West for 4.92 feet;

THENCE along the common northerly line of said called 0.274 acre tract of land, the northerly line of said Lot 2, and southerly line of said called 5.5451 acre tract of land, and along said non-tangent curve to the left with a radius of 498.22 feet, a central angle of 02 degrees 33 minutes 54 seconds, Northeastwardly , an arc length of 22.30 feet with a chord bearing and distance of North 45 degrees 26 minutes 29 seconds East for 22.30 feet to the **POINT OF BEGINNING** and containing 3,475 square feet (0.080 acre) of land, more or less.

Basis of bearings and source of coordinates is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone No. 4202, as determined by GPS observations using the WDS-VRS network.

A survey plat of even date accompanies this property description.

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this description and the accompanying survey plat were prepared from an actual survey made on the ground in the month of September 2014.


E. David Utzman
Registered Professional Land Surveyor
No. 4607



02/25/15
Date

LEGEND

- (CM) CONTROLLING MONUMENT
- SRF STEEL ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- MONUMENT FOUND (SIZE/TYPE AS NOTED)
- 1/2" STEEL REBAR SET W/ AZB PLASTIC CAP (OR AS NOTED)
- LIMITS OF PROPERTY TO BE ACQUIRED

NOTES

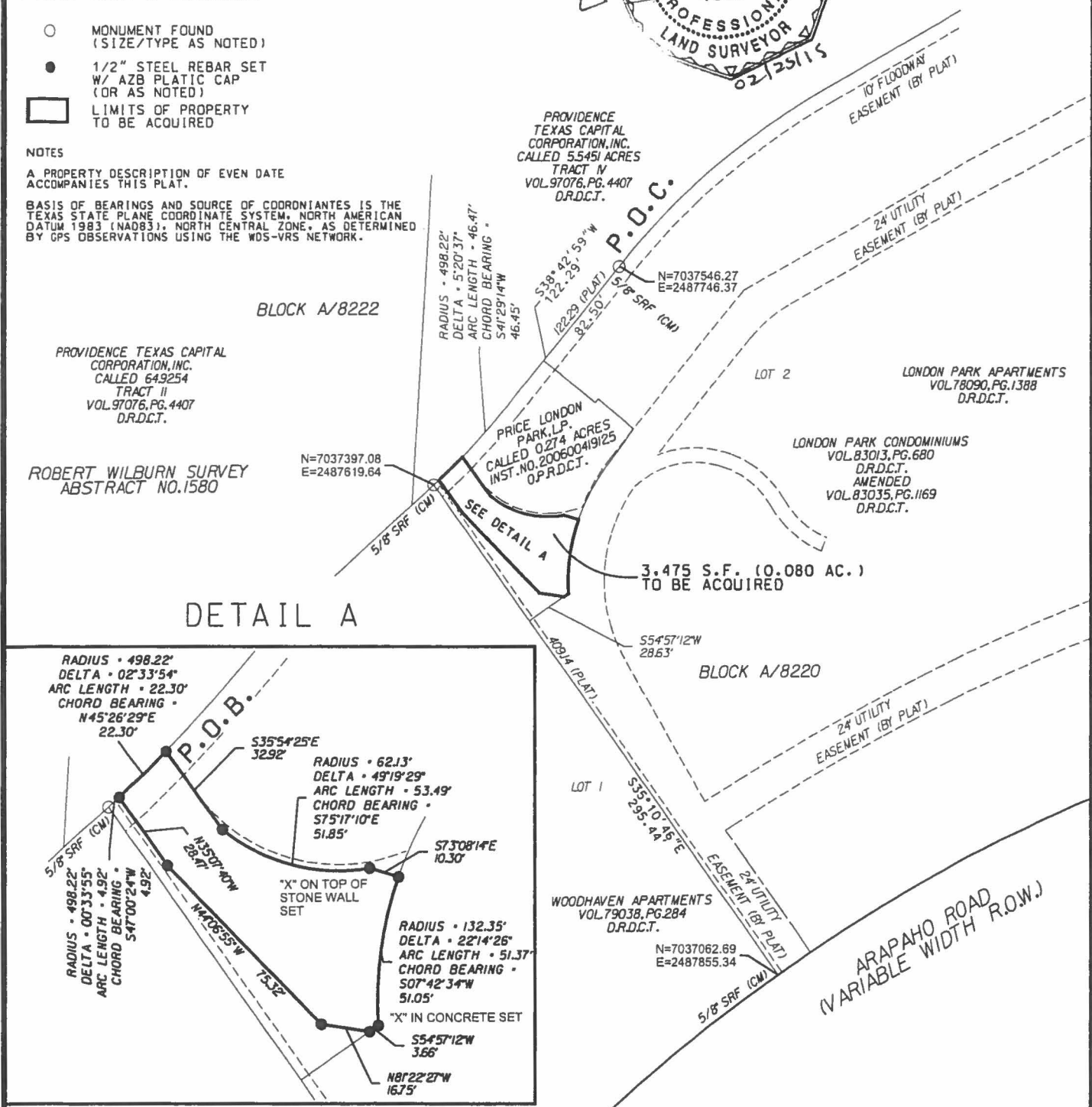
A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

BASIS OF BEARINGS AND SOURCE OF COORDINATES IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83), NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS USING THE WGS-VRS NETWORK.

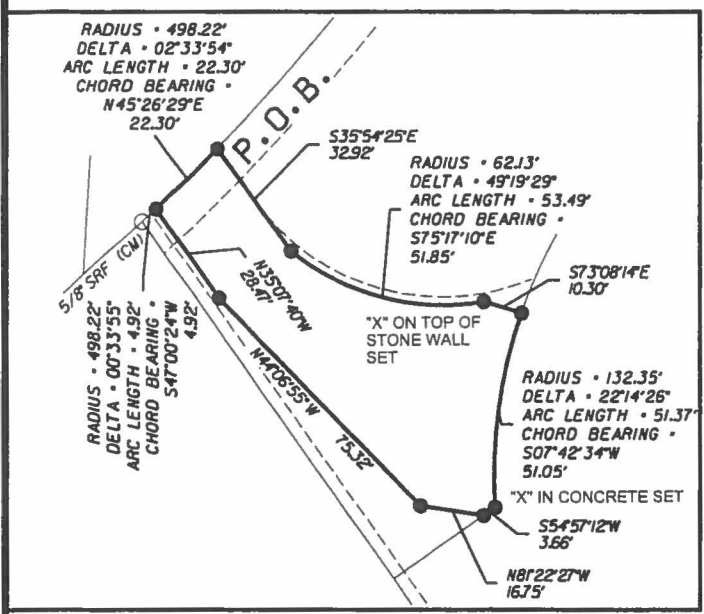
Exhibit A



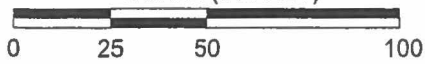
9:39:41 AM 2/19/2015 S:\DWU\207010.001-Half-McKamy\Dgn\Easement\LONDON PARK APTS\IESMT-601.dgn



DETAIL A



SCALE (IN FEET)



COMPUTED	JDS	CKD	RLD
DRAWN	JDS	CKD	RLD
SUPERVISOR	E.D. UTZMAN		
DATE	2-19-15		
SCALE	1"=50'		

REVISION HISTORY	

AZ&B
 ARREDONDO, ZEPEDA & BRUNZ, INC.
 11385 MCGREE ROAD
 DALLAS, TX. 75238
 PH. 214-341-9900
 FAX 214-341-8925
 email - office@azb-engrs.com

3,475 SQUARE FOOT (0.080 ACRE)
DALLAS CITY BLOCK 8220
ACCESS EASEMENT
PRICE LONDON PARK, L.P.

SHEET 4 OF 4 DWG No. REV

AGENDA ITEM # 13

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 28, 2018

COUNCIL DISTRICT(S):

6

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

44A

SUBJECT

An ordinance abandoning portions of Iberia Avenue and two corner clip easements to Nicolas Villalba and Bryan Johnson and Adler Property Companies, LLP, the abutting owners, containing a total of approximately 7,737 square feet of land, located near the intersection of Burgess Boulevard and Iberia Avenue; and authorizing the quitclaim - Revenue: \$61,790, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of portions of Iberia Avenue and two corner clip easements to Nicolas Villalba and Bryan Johnson and Adler Property Companies, LLP, the abutting owners. The area will be included with the property of the abutting owners for the construction of a residential property. The abandonment fee is based on an independent appraisal.

Notices were sent to 17 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Revenue - \$61,790, plus the \$20 ordinance publication fee

OWNERS

Nicolas Villalba

Bryan Johnson

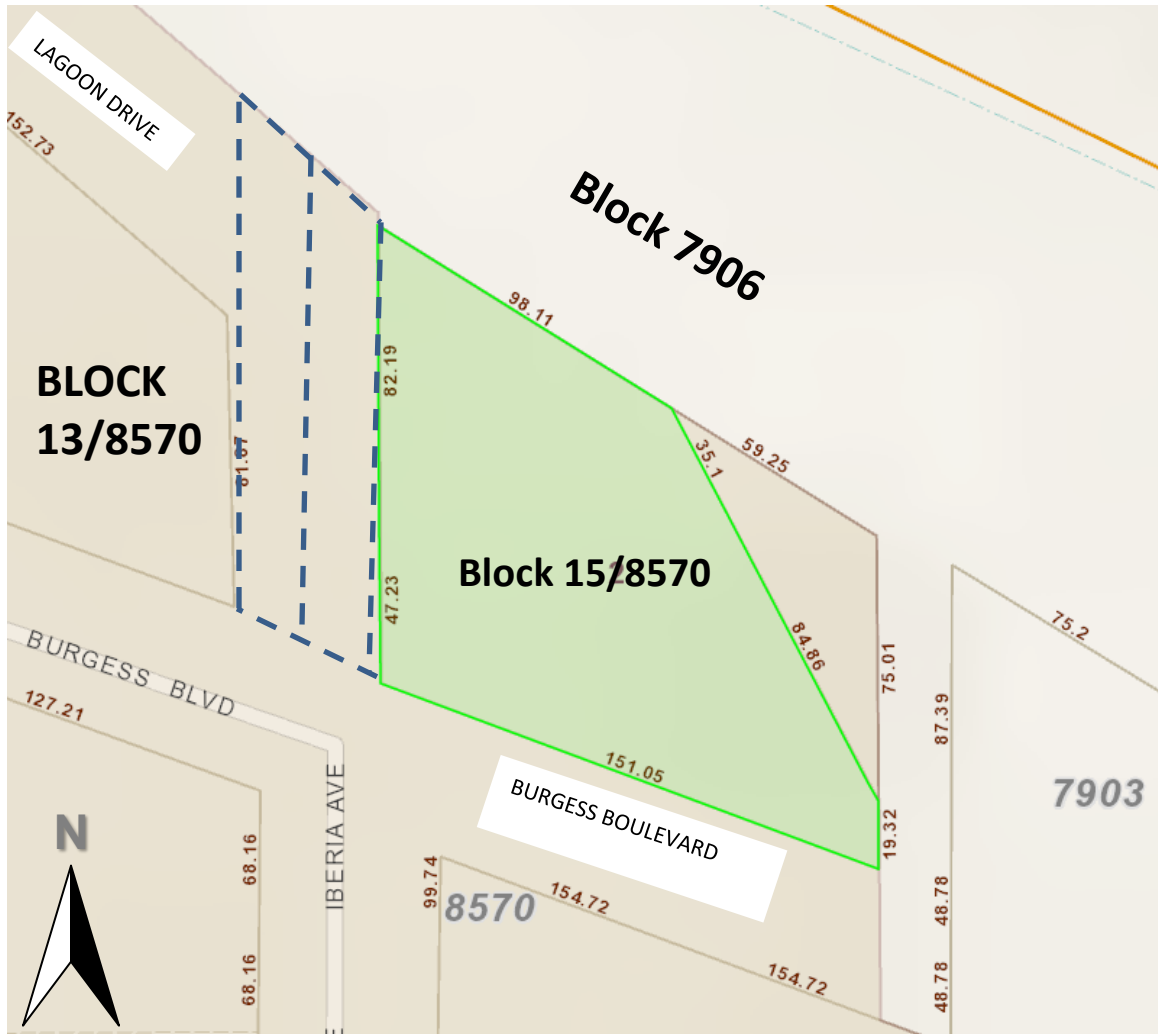
Adler Property Companies, LLP

Jre Aquila II, LLC

John R. Eagle, Managing Member

MAP

Attached



Abandonment Areas: 

ORDINANCE NO. _____

An ordinance providing for the abandonment of portions of Iberia Avenue and two (2) ten foot by ten foot corner clip easements located adjacent to City Blocks 13/8570, 15/8570 and 7906, in the City of Dallas and County of Dallas, Texas; subject to a reverter; providing for the quitclaim thereof to Nicolas Villalba and Bryan Johnson, and Adler Property Companies, LLP; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Nicolas Villalba, an individual and Bryan Johnson, an individual, and Adler Property Companies, LLP, a Texas limited liability partnership, hereinafter referred to collectively as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter, the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions and reverter herein provided, said portions of Iberia Avenue are not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

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

Now, Therefore,

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

SECTION 1. That the tracts of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and

SECTION 1. (continued)

closed insofar as the right, title and interest of the public are concerned; subject, however, to the reverter and the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **SIXTY ONE THOUSAND SEVEN HUNDRED NINETY AND NO/100 DOLLARS (\$61,790.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10 and 11 the City of Dallas does by these presents **QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, the reverter, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tracts of land hereinabove described in Exhibit A as follows: unto Nicolas Villalba and Bryan Johnson all of its right, title and interest in Tract 1 of Exhibit A; unto Adler Property Companies, LLP, all of its right, title and interest in Tract 2 of Exhibit A; and unto Adler Property Companies, LLP all its right and interest in Tract 3 of Exhibit A. Provided however, that if **GRANTEE**, and **GRANTEE's** heirs, successors and assigns, fails to file a final replat of the adjoining properties as required in Section 9 of this ordinance by the earlier of (i) the date applicable pursuant to the requirements of the Dallas Development Code Chapter 51A-8.403(a)(4)(D) which provides in pertinent part, as may be amended:

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

or (ii) the date that is the sixth anniversary of the passage of this ordinance; **THEN** this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject

SECTION 2. (continued)

aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE**.

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

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

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

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

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

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE** and **GRANTEE's** heirs, successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, and **GRANTEE's**

SECTION 8. (continued)

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

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tracts of land abandoned and quitclaimed herein. This final replat shall be recorded by

SECTION 9. (continued)

GRANTEE in the official real property records of the county in which the abandoned areas are located after its approval by the City Plan Commission of the City of Dallas.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall acknowledge AT&T and Oncor have existing facilities within Iberia Avenue street right-of-way and each utility provider reserve rights in accordance with Exhibit B.

SECTION 11. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the passage of this ordinance, close, barricade and/or place signs in the areas described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the areas described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, **GRANTEE's** heirs, successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment areas are located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the areas abandoned herein, subject to a reverter interest, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 13. That this contract is designated as Contract Nos. DEV-2017-00001858 and DEV-2018-00005270.

SECTION 14. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

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

DAVID COSSUM, Director
Department of Sustainable Development and
Construction

BY: 
Assistant City Attorney

BY: 
 Assistant Director

Passed _____.

STREET RIGHT-OF-WAY ABANDONMENT
HAMPTON AND INDUSTRIAL ADDITION & WALDEN ADDITION **EXHIBIT A-TRACT I**
A PORTION OF IBERIA AVENUE
ADJACENT TO CITY OF DALLAS BLOCKS 7906 AND 15/8570
GEORGE W. DOOLEY SURVEY, ABSTRACT NO. 390
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 3,760 square foot (0.09 acre) tract of land situated in the George W. Dooley Survey, Abstract No. 390, City of Dallas, Dallas County, Texas, said being a portion of Iberia Avenue (called 50 foot right-of-way), created in Hampton Industrial Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the map recorded in Volume 8, Page 185, Map Records, Dallas County, Texas, adjacent to City of Dallas Blocks 7906 and 15/8570, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the Southwest corner of a tract of land conveyed to Nicolas Villalba and Bryan Johnson by Warranty Deed with Vendor's Lien recorded in Instrument No. 201500285384, Official Public Records, Dallas County, Texas, said point being at the intersection of the East right-of-way line of said Iberia Avenue and the North right-of-way line of Burgess Boulevard (called 50 foot right-of-way), created in said Hampton Industrial Addition;

THENCE leaving said Southwest corner of Villalba/Johnson tract and traversing through said Iberia Avenue as follows:

North 70 degrees 21 minutes 07 seconds West, a distance of 26.55 feet to a 1/2 inch iron rod with a yellow cap stamped "CBG Surveying, Inc." set for corner;

North, a distance of 153.05 feet to a 1/2 inch iron rod with a yellow cap stamped "CBG Surveying, Inc." set on the South line of Old Channel of Trinity River;


THENCE South 60 degrees 23 minutes 09 seconds East, along said South line of Old Channel of Trinity River, a distance of 28.76 feet to a 1/2 inch iron rod found at the Northwest corner of aforementioned Villalba/Johnson tract;

THENCE South, along the West line of said Villalba/Johnson tract, a distance of 147.76 feet to the POINT OF BEGINNING and containing 3,760 square feet or 0.09 of an acre of land.

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 10/26/17
SPRG No.: 4251

GENERAL NOTES:

1) BEARINGS ARE BASED ON WEST LINE OF BLOCK 15/8570 OF HAMPTON INDUSTRIAL ADDITION, BEING ASSUMED NORTH, AS RECORDED IN VOL. 8, PG. 185, M.R.D.C.T.


Bryan Connally
BRYAN CONNALLY
R.P.L.S. NO. 5513



CBG Surveying, Inc.

PLANNING SURVEYING
12025 Shiloh Road • Suite 230 Dallas, Texas 75228
P 214.349.9485 F 214.349.2216
Firm No. 10168800
www.cbgsurvey.com

SHEET 1 OF 2
JOB NO. 1514973-5
DRAWN BY: MC
DATE: 08/21/17

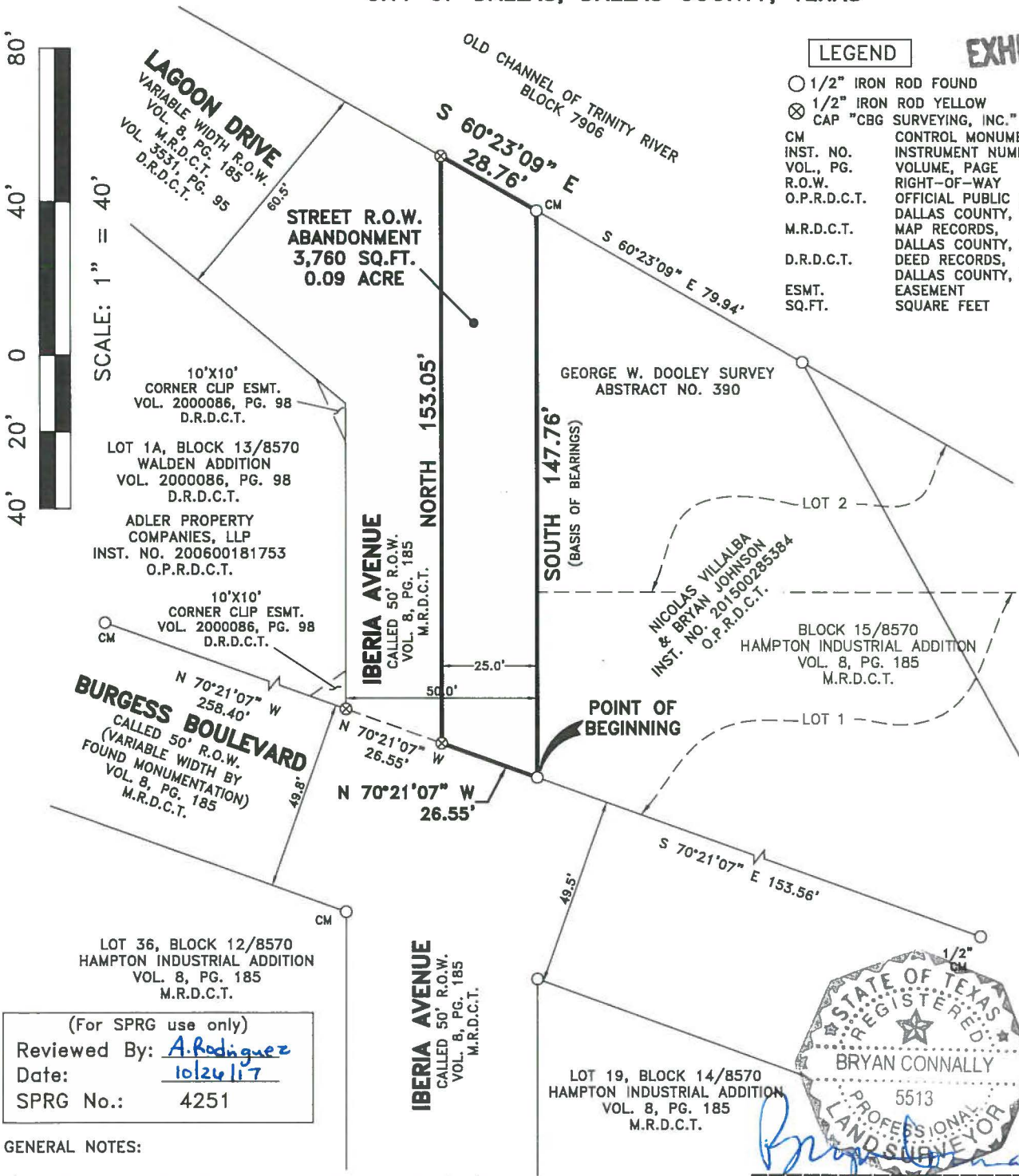
**STREET RIGHT-OF-WAY ABANDONMENT
HAMPTON AND INDUSTRIAL ADDITION & WALDEN ADDITION
A PORTION OF IBERIA AVENUE
ADJACENT TO CITY OF DALLAS BLOCKS 7906 AND 15/8570
GEORGE W. DOOLEY SURVEY, ABSTRACT NO. 390
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A-TRACT 1



LEGEND

- 1/2" IRON ROD FOUND
- ⊗ 1/2" IRON ROD YELLOW
- ⊗ CAP "CBG SURVEYING, INC."
- CM CONTROL MONUMENT
- INST. NO. INSTRUMENT NUMBER
- VOL., PG. VOLUME, PAGE
- R.O.W. RIGHT-OF-WAY
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- ESMT. EASEMENT
- SQ.FT. SQUARE FEET



(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 10/26/17
 SPRG No.: 4251

GENERAL NOTES:

1) BEARINGS ARE BASED ON WEST LINE OF BLOCK 15/8570 OF HAMPTON INDUSTRIAL ADDITION, BEING ASSUMED NORTH, AS RECORDED IN VOL. 8, PG. 185, M.R.D.C.T.



BRYAN CONNALLY
 R.P.L.S. NO. 5513



CBG Surveying, Inc.

PLANNING • SURVEYING
 12025 Shiloh Road • Suite 230 • Dallas, Texas 75228
 P 214.349.9485 • F 214.349.2216
 Firm No. 10168800
 www.cbginc.com

SHEET 2 OF 2
 JOB NO. 1514973-5
 DRAWN BY: MC
 SCALE: 1"=40'
 DATE: 08/21/17

STREET RIGHT-OF-WAY ABANDONMENT
HAMPTON AND INDUSTRIAL ADDITION & WALDEN ADDITION **EXHIBIT A-TRACT 2**
A PORTION OF IBERIA AVENUE
ADJACENT TO CITY OF DALLAS BLOCKS 7906 AND 13/8570
GEORGE W. DOOLEY SURVEY, ABSTRACT NO. 390
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 3,892 square foot (0.09 acre) tract of land situated in the George W. Dooley Survey, Abstract No. 390, City of Dallas, Dallas County, Texas, said being a portion of Iberia Avenue (called 50 foot right-of-way), created in Hampton Industrial Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the map recorded in Volume 8, Page 185, Map Records, Dallas County, Texas, adjacent to City of Dallas Blocks 7906 and 13/8570, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a yellow cap stamped "CBG Surveying, Inc." set at the Southeast corner of Lot 1A, Block 13/8570 of Walden Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the map recorded in Volume 2000086, Page 98, Deed Records, Dallas County, Texas, said tract being conveyed to Adler Property Companies, LLP by General Warranty Deed recorded in Instrument No. 200600181753, Official Property Records, Dallas County, Texas, said point being at the intersection of the West right-of-way line of said Iberia Avenue and the North right-of-way line of Burgess Boulevard (called 50 foot right-of-way), created in said Hampton Industrial Addition;

THENCE North, along the East line of said Lot 1A, Block 13/8570, a distance of 158.33 feet to a 1/2 inch iron rod with a yellow cap stamped "CBG Surveying, Inc." set on the common North right-of-way line of Lagoon Drive (variable width right-of-way), created by said Hampton Industrial Addition, and Volume 3531, Page 95, Deed Records, Dallas County, Texas, and the South line of Old Channel of Trinity River;

THENCE South 60 degrees 23 minutes 09 seconds East, along said common line, a distance of 28.76 feet to a 1/2 inch iron rod with a yellow cap stamped "CBG Surveying, Inc." set for corner;

THENCE leaving said South line of Old Channel of Trinity River and traversing through said Iberia Avenue as follows:

South, a distance of 153.05 feet to a 1/2 inch iron rod with a yellow cap stamped "CBG Surveying, Inc." set for corner;

North 70 degrees 21 minutes 07 seconds West, a distance of 26.55 feet to the POINT OF BEGINNING and containing 3,892 square feet or 0.09 of an acre of land.

(For SPRG use only)
Reviewed By: <u>A. Rodriguez</u>
Date: <u>10/26/17</u>
SPRG No.: 4119

GENERAL NOTES:

1) BEARINGS ARE BASED ON WEST LINE OF BLOCK 15/8570 OF HAMPTON INDUSTRIAL ADDITION, BEING ASSUMED NORTH, AS RECORDED IN VOL. 8, PG. 185, M.R.D.C.T.


BRYAN CONNALLY 5513
R.P.L.S.



CBG Surveying, Inc.

PLANNING SURVEYING
12025 Shiloh Road • Suite 230 Dallas, Texas 75228
P 214.349.9485 F 214.349.2216
Firm No. 10168800

SHEET 1 OF 2
JOB NO. 1514973-5
DRAWN BY: MC
DATE: 10/03/17

STREET RIGHT-OF-WAY ABANDONMENT
HAMPTON AND INDUSTRIAL ADDITION & WALDEN ADDITION
A PORTION OF IBERIA AVENUE
ADJACENT TO CITY OF DALLAS BLOCKS 7906 AND 13/8570
GEORGE W. DOOLEY SURVEY, ABSTRACT NO. 390
CITY OF DALLAS, DALLAS COUNTY, TEXAS

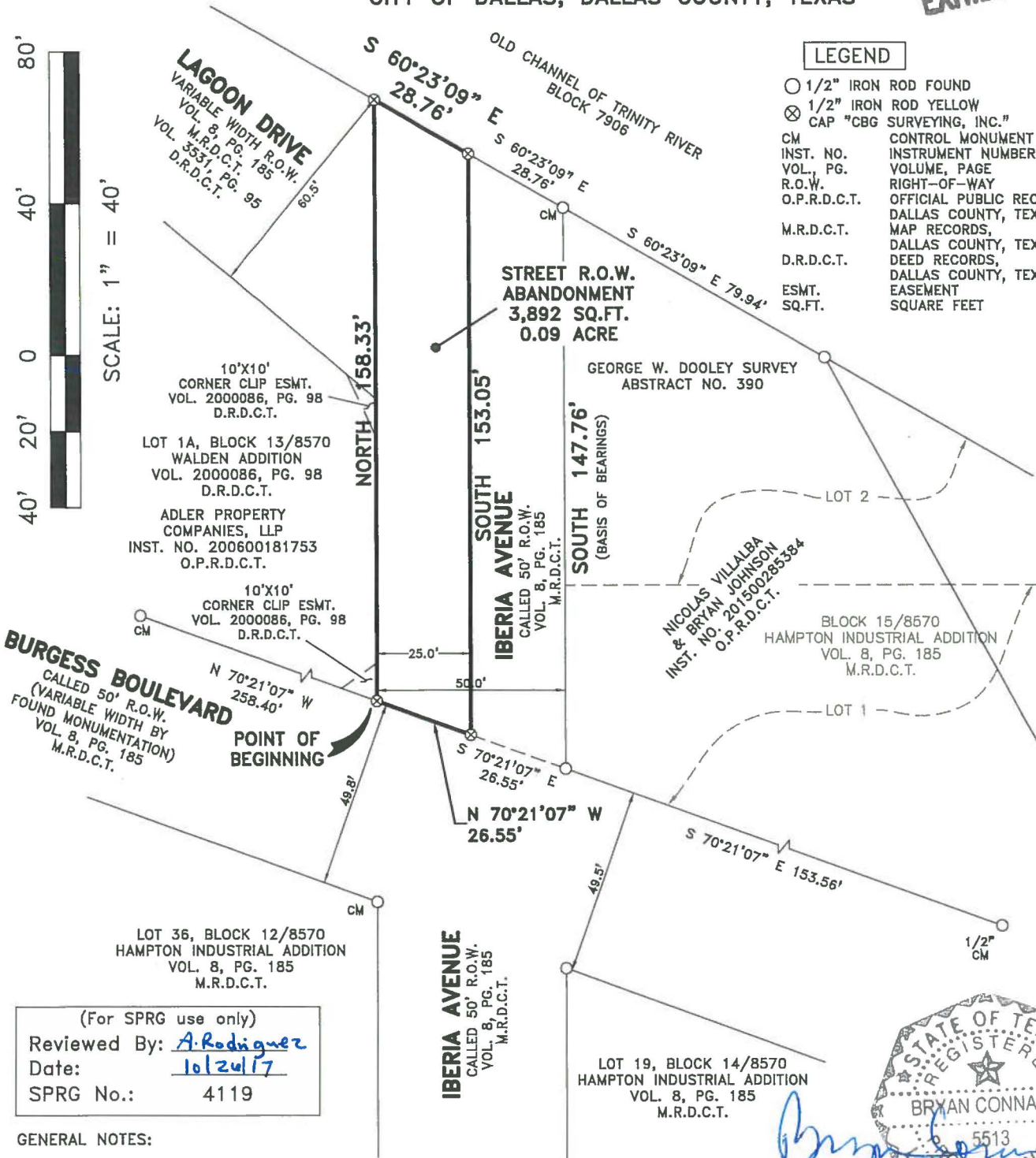
EXHIBIT A-TRACT 2



SCALE: 1" = 40'

LEGEND

- 1/2" IRON ROD FOUND
- ⊗ 1/2" IRON ROD YELLOW CAP "CBG SURVEYING, INC."
- CM CONTROL MONUMENT
- INST. NO. INSTRUMENT NUMBER
- VOL., PG. VOLUME, PAGE
- R.O.W. RIGHT-OF-WAY
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- ESMT. EASEMENT
- SQ.FT. SQUARE FEET



(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 10/24/17
 SPRG No.: 4119

GENERAL NOTES:

- 1) BEARINGS ARE BASED ON WEST LINE OF BLOCK 15/8570 OF HAMPTON INDUSTRIAL ADDITION, BEING ASSUMED NORTH, AS RECORDED IN VOL. 8, PG. 185, M.R.D.C.T.



BRYAN CONNALLY
 R.P.L.S. NO. 5513

CBG Surveying, Inc.

PLANNING • SURVEYING
 12025 Shiloh Road • Suite 230 • Dallas, Texas 75228
 P 214.349.9485 • F 214.349.2216
 Firm No. 10168800

SHEET 2 OF 2
 JOB NO. 1514973-5
 DRAWN BY: MC
 SCALE: 1"=40'



EXHIBIT A-TRACT 3

Field Notes Describing 10-Foot by 10-Foot Corner-Clip Easement Abandonments in Block 13/8570

Being situated in the G.W. Dooley Survey, Abstract No. 390, Dallas County, Texas, and being all of two Corner-Clip Right-of-Way dedications as conveyed by the Walden Addition, an addition to the City of Dallas as recorded in Volume 2000086, Page 98 of the Deed Records of Dallas County, Texas, and being individually described as follows:

1. All of that Corner Clip Right-of-Way dedication depicted on the above said addition plat, at the Northeast corner of the platted Lot 1A, Block 13/8570, being in the Southwest quadrant of the intersection of Iberia Street and Lagoon Drive, and containing 38 Square Feet, or 0.0009 Acres of land, according to the map or plat thereof.
2. All of that Corner Clip Right-of-Way dedication depicted on the above said plat, at the Southeast corner of the platted Lot 1A, Block 13/8570, being in the Northwest quadrant of the intersection of Iberia Drive and Burgess Boulevard, and containing 47 Square Feet, or 0.0011 Acres of land, according to the map or plat thereof.

This description is approved as to form.



Scott Holt, RPLS
Assistant Chief City Surveyor
For: Larry T. Billingsley, RPLS
Chief City Surveyor



Date

EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.

AGENDA ITEM # 14

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 28, 2018

COUNCIL DISTRICT(S):

13

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

34A

SUBJECT

An ordinance abandoning a portion of an alley to Owen Grove and Camille Ricci, the abutting owners, containing approximately 820 square feet of land, located near the intersection of Glencrest Lane and Capps Drive; and authorizing the quitclaim - Revenue: \$19,270, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of an alley to Owen Grove and Camille Ricci, the abutting owners. The area will be included with the property of the abutting owners for the construction of a new residential home. The abandonment fee is based on an independent appraisal.

Notices were sent to 26 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Revenue - \$19,270, plus the \$20 ordinance publication fee

OWNERS

Owen Grove

Camille Ricci

MAP

Attached



Abandonment area:



ORDINANCE NO. _____

An ordinance providing for the abandonment of a portion of an alley located adjacent to City Block D/5056 in the City of Dallas and County of Dallas, Texas; subject to a reverter; providing for the quitclaim thereof to Owen Grove and Camille Ricci; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Owen Grove and Camille Ricci, a married couple, hereinafter referred to collectively as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter, the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions and reverter herein provided, said portion of alley is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

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

Now, Therefore,

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

SECTION 1. That the tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the reverter and conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **NINETEEN THOUSAND TWO HUNDRED SEVENTY AND NO/100 DOLLARS (\$19,270.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9 and 10 the City of Dallas does by these presents **QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, the reverter, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tract of land hereinabove described in Exhibit A. Provided however, that if **GRANTEE**, their heirs and assigns, fails to file a final replat of the adjoining properties as required in Section 9 of this ordinance by the earlier of (i) the date applicable pursuant to the requirements of the Dallas Development Code Chapter 51A-8.403(a)(4)(D) which provides in pertinent part, as may be amended:

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

or (ii) the date that is the sixth anniversary of the passage of this ordinance; **THEN** this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE**.

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

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

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

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

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

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

SECTION 8. (continued)

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

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall immediately, upon the passage of this abandonment, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by

SECTION 10. (continued)

GRANTEE, their heirs and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, subject to a reverter interest, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this contract is designated as Contract No. DEV-2018-00004929.

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: 
SOL Assistant Director

Passed _____.

(For SPRG use only)

Reviewed by: G.S.
Date: 9-7-17
SPRG No. 4259

ALLEY ABANDONMENT

CRESTHAVEN PLACE ADDITION NO. 3

BLOCK D/5056

WILSON BAKER SURVEY, ABSTRACT NO. 54
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A

BEING all that certain 820 square foot (0.019 Acres) tract of land situated in the Wilson Baker Survey, Abstract Number 54, out of Block D/5056 in the City of Dallas, Dallas County, Texas, and being a portion of a 15 foot wide alley, being in Block D/5056, Cresthaven Place No. 3, an addition to the City of Dallas, Dallas County, Texas, according to the map thereof recorded in Volume 13, Page 277 of the Map Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch square pipe found for the south corner of Lot 19 of said Block D/5056, also being the south corner of that certain tract of land described by deed to Owen Grove and Camille Ricci, as recorded under Document Number 201600353732 of the Official Public Records of Dallas County, Texas (OPRDCT), and being in the northeasterly right-of-way line of Glencrest Lane, having a 50 foot wide right-of-way, as shown in said Cresthaven Place No. 3, and being in the northwest line of said alley, from which a 3/4 inch iron rod found bears North 45 degrees 14 minutes 12 seconds West, at a distance of 182.30 feet;

THENCE North 48 degrees 58 minutes 34 seconds East, with the common line of said Lot 19 and said alley, a distance of 53.26 feet to a 1/2 inch iron rod found for the north corner of the herein described tract, being the east corner of said Lot 19 and being in an inner "ell" corner of said alley;

THENCE South 45 degrees 46 minutes 39 seconds East, traversing through said alley and with the northeast line of the herein described tract, a distance of 15.42 feet to a 1/2 inch iron rod with a red cap stamped "B&D Surveying" set for the east corner of the herein described tract and being in the northwesterly line of Lot 18 of the aforementioned Block D/5056, Cresthaven Place No. 3, from which a 1/4 inch iron rod found bears N48°58'34"E, a distance of 7.14 feet;

THENCE South 48 degrees 58 minutes 34 seconds West, with the common line of said Lot 18 and said alley, a distance of 53.41 feet to a 1/4 inch iron rod found for the west corner of said Lot 18, being in the southeasterly line of said alley and the northeasterly right-of-way line of the aforementioned Glencrest Lane;

THENCE North 45 degrees 14 minutes 12 seconds West, with the northeasterly line of said Glencrest Lane, a distance of 15.41 feet to the **POINT OF BEGINNING**, and containing 820 square feet or 0.019 acres of land, plus or minus.

B & D
SURVEYING, INC.

FIRM NO. 101247-00

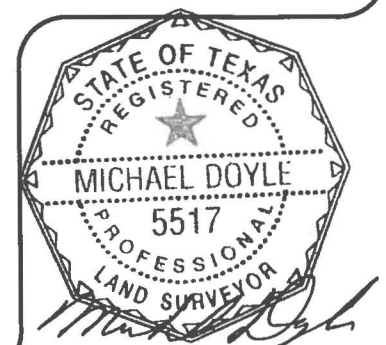


P.O. BOX 293264
LEWISVILLE, TEXAS 75029
PHONE: 972-221-2838
bd@bandsurveying.com

B & D JOB #: 1706141
SHEET: 1 OF 2

THE BASIS OF BEARING FOR THIS EXHIBIT WAS
DERIVED FROM STATE PLANE COORDINATE SYSTEM,
TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN
DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

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DATE: 08/25/2017

(For SPRG use only)

Reviewed by: G.S.
Date: 9-7-17
SPRG No. 4259

ALLEY ABANDONMENT

CRESTHAVEN PLACE NO. 3
BLOCK D/5056
WILSON BAKER SURVEY, ABSTRACT NO. 54
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A

TEMPLO SINAI-ASAMBLEAS DE DIOS
VOLUME 90209, PAGE 488
DRDCT

LOTS 22, 23 & PART OF LOT 24, BLOCK D
CITY BLOCK 5056 OF CREST HAVEN
PLACE ADD. NO. 4
VOL. 16, PG. 187
MRDCT

(15' ALLEY R.O.W.)
VOLUME 16, PAGE 187
MRDCT

WILSON BAKER SURVEY
ABST. NO. 54

OWEN GROVE AND
CAMILLE RICCI
DOC. NO. 201600353732
OPRDCT

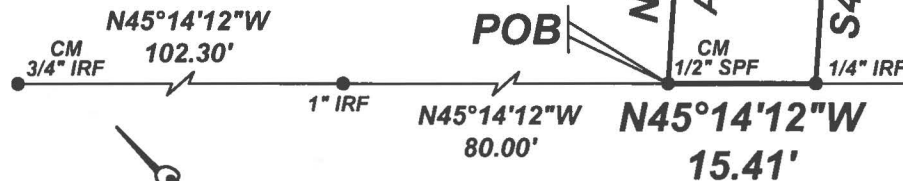
LOT 19, BLOCK D/5056
CRESTHAVEN PLACE NO. 3
VOLUME 13, PAGE 277
MRDCT

HAYDEN HAUCKE AND
KATHERINE HAUCKE
DOC. NO. 201500236272
OPRDCT

LOT 18, BLOCK D/5056
CRESTHAVEN PLACE NO. 3
VOLUME 13, PAGE 277
MRDCT

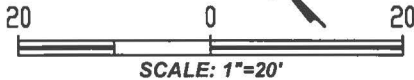
ALLEY ABANDONMENT
820 SQUARE FEET
(0.019 ACRES)

LEGEND:
IRF = IRON ROD FOUND
SPF = SQUARE PIPE FOUND
IRS = IRON ROD SET
B&D = RED CAP STAMPED
"B&D SURVEYING"
POB = POINT OF BEGINNING
ROW = RIGHT OF WAY
CM = CONTROLLING MONUMENT
MRDCT = MAP RECORDS, DALLAS
COUNTY, TEXAS
OPRDCT = OFFICIAL PUBLIC RECORDS,
DALLAS COUNTY, TEXAS
DRDCT = DEED RECORDS, DALLAS
COUNTY, TEXAS
DOC. NO. = DOCUMENT NUMBER
CBG = YELLOW CAP STAMPED "CBG"



GLENCREST LANE

(50' R.O.W. ~ PLAT: NORMAGENE STREET)
VOLUME 13, PAGE 277, MRDCT



B & D
SURVEYING, INC.
FIRM NO. 101247-00

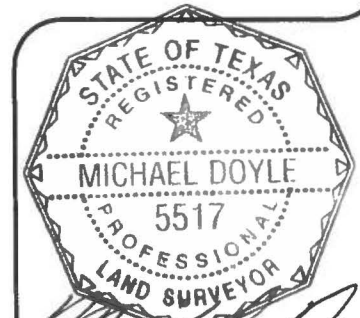


P.O. BOX 293264
LEWISVILLE, TEXAS 75029
PHONE: 972-221-2838
bd@bandsurveying.com

B & D JOB #: 1706141
SHEET: 2 OF 2

THE BASIS OF BEARING FOR THIS EXHIBIT WAS
DERIVED FROM STATE PLANE COORDINATE SYSTEM,
TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN
DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

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DATE: 08/25/2017

AGENDA ITEM # 15

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 28, 2018

COUNCIL DISTRICT(S): 6

DEPARTMENT: Department of Sustainable Development and Construction

CMO: Majed Al-Ghafry, 670-3302

MAPSCO: 44A

SUBJECT

An ordinance abandoning a utility easement to 1108 Quaker, LLC, the abutting owner, containing approximately 5,330 square feet of land, located near the intersection of Quaker Street and Iberia Avenue - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a utility easement to 1108 Quaker, LLC, the abutting owner. The area will be included with the property of the abutting owner for the renovation of an existing warehouse. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

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

OWNER

1108 Quaker, LLC

Charles McBride, Manager

MAP

Attached



Abandonment area:



ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a utility easement, located in City Block 66/7903 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to 1108 Quaker, LLC; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of a new easement, if needed, to the City of Dallas and the relocation of existing facilities; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of 1108 Quaker, LLC, a Texas limited liability company; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

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

Now, Therefore,

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

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and

SECTION 1. (continued)

made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8 and 9, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

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

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

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

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

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

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

SECTION 8. (continued)

References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said utility easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easement, if needed to be provided by **GRANTEE** and acceptable to the Director of Department of Sustainable Development and Construction, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Department of Sustainable Development and Construction; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Department of Sustainable Development and Construction. All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 10. That at such time as the instrument described in Section 2 above is executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instrument in the Deed Records of Dallas County, Texas; and the recorded instrument shall be forwarded to the City Secretary for permanent record.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and

SECTION 11. (continued)

Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this contract is designated as Contract No. DEV-2018-00004900.

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 _____.

UTILITY EASEMENT ABANDONMENT
TRINITY INDUSTRIAL DISTRICT, INSTALLMENT NO. 20
PART OF BLOCK 66/7903
G.W. DOOLEY SURVEY, ABSTRACT NO. 390
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A

Being a 5,330 square foot (0.122 of an acre) tract of land situated in the G.W. Dooley Survey, Abstract No. 390, being a part of Dallas, City Block 66/7903, Trinity Industrial District, Installment No. 20, an Addition to the City of Dallas, Dallas County, Texas, according to the map recorded in Volume 50, Page 21, Map Records, Dallas, County, Texas, being all of a 15 foot utility easement created in Volume 50, Page 21, Map Records, Dallas County, Texas and being a part of that tract of land conveyed to 1108 Quaker, LLC, a Texas limited liability company, by Special Warranty Deed recorded in Instrument No. 201700128459, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found at the Southwest corner of said 1108 Quaker tract and City Block 66/7903, said point being along the Northeast right-of-way line of Texas and Pacific-Cotton Belt Railroad (variable width right-of-way), created by Deed recorded in Volume 4517, Page 333, Deed Records, Dallas County, Texas;

THENCE South 58 degrees 40 minutes 20 seconds East, along said Northeast line of Texas and Pacific-Cotton Belt Railroad, a distance of 99.37 feet to a point for corner and the POINT OF BEGINNING;

THENCE leaving said Northeast line of Texas and Pacific-Cotton Belt Railroad and traversing through said 1108 Quaker tract as follows:

North 00 degrees 07 minutes 40 seconds East, a distance of 223.07 feet to a point for corner;

North 89 degrees 52 minutes 20 seconds West, a distance of 85.00 feet to a point for corner on the East line of a tract of land conveyed to Zang Real Estate, LLC, a Texas limited liability company, by Deed recorded in Instrument No. 201600172039, Official Public Records, Dallas County, Texas;

THENCE North 00 degrees 07 minutes 40 seconds East, along said East line of Zang Real Estate tract, a distance of 15.00 feet to a point for corner;

THENCE leaving said East line of Zang Real Estate tract and traversing through said 1108 Quaker tract as follows:

South 89 degrees 52 minutes 20 seconds East, a distance of 85.00 feet to a point for corner;

North 00 degrees 07 minutes 40 seconds East, a distance of 27.79 feet to a point for corner along the South right-of-way line of Quaker Street (80 foot right-of-way), created in Volume 50, Page 21, Map Records, Dallas County, Texas;

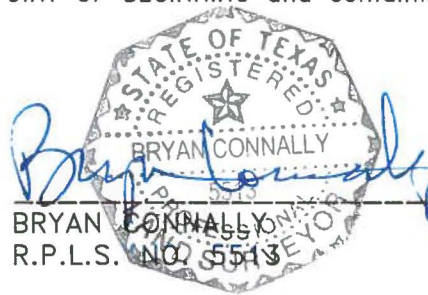
THENCE South 89 degrees 24 minutes 30 seconds East, along said South right-of-way line of Quaker Street, a distance of 15.00 feet to a point for corner;

THENCE South 00 degrees 07 minutes 40 seconds West, leaving said South right-of-way line of Quaker Street and traversing through said 1108 Quaker tract, a distance of 274.82 feet to a point for corner on the aforementioned Northeast right-of-way line of Texas and Pacific-Cotton Belt Railroad;

THENCE North 58 degrees 40 minutes 20 seconds West, along said Northeast right-of-way line of Texas and Pacific-Cotton Belt Railroad, a distance of 17.54 feet to the POINT OF BEGINNING and containing 5,330 square feet or 0.122 of an acre of land.

(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 12/5/17
SPRG No.: 4343

GENERAL NOTES:
Bearings are based on Southwest line of City Block 66/7903, (S58°40'20"E), of Trinity Industrial District, Installment No. 20, recorded in Volume 50, Page 21, M.R.D.C.T.



CBG Surveying, Inc.

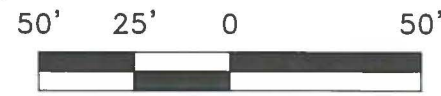
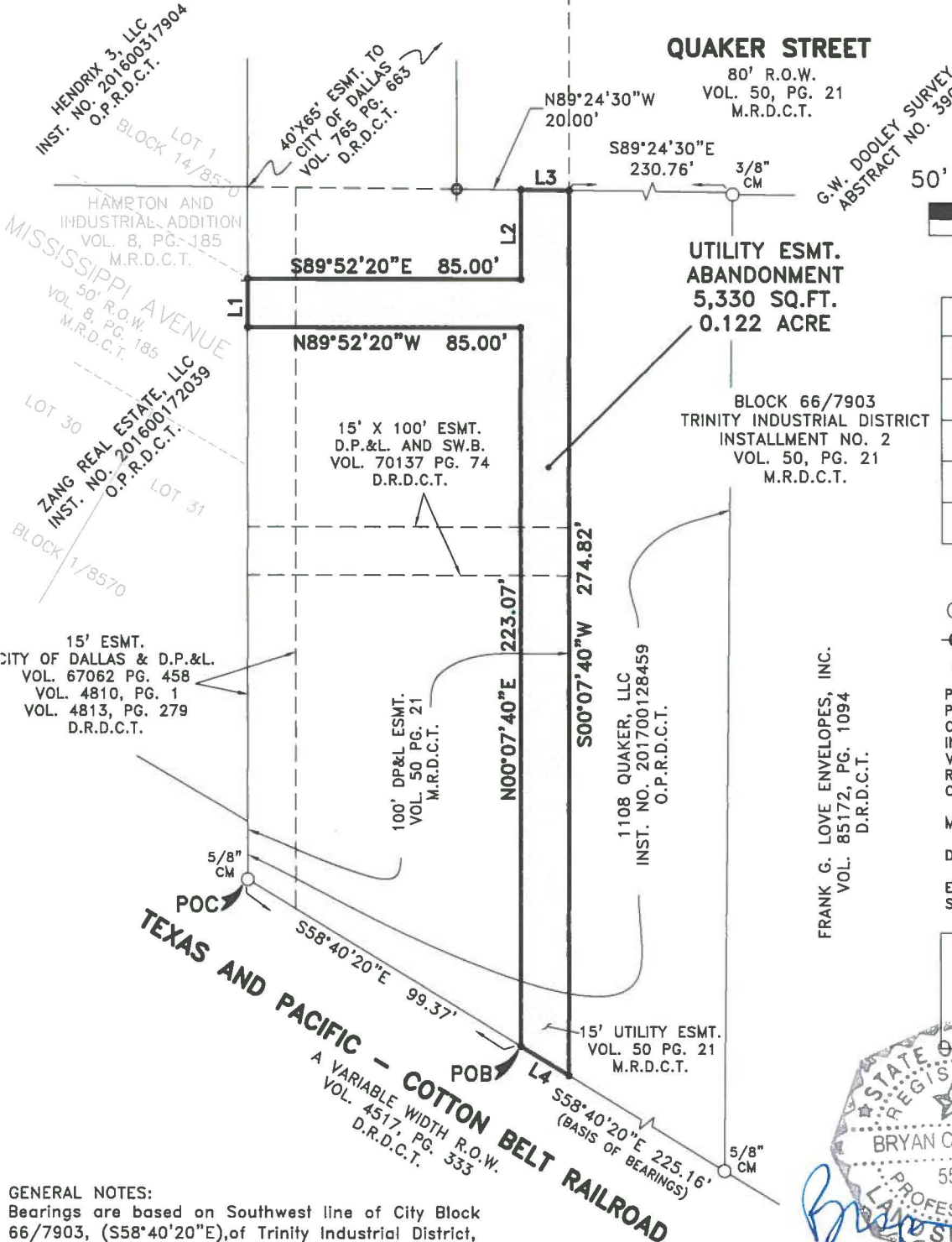
PLANNING SURVEYING
12025 Shiloh Road · Suite 230 Dallas, Texas 75228
P 214.349.9485 F 214.349.2216
Firm No. 10168800
www.cbginctx.com

SHEET 1 OF 2
JOB NO. 1412368-2A
DRAWN BY: MC
DATE: 10/02/17
REV: 11/14/17

**UTILITY EASEMENT ABANDONMENT
TRINITY INDUSTRIAL DISTRICT, INSTALLMENT NO. 20
PART OF BLOCK 66/7903
G.W. DOOLEY SURVEY, ABSTRACT NO. 390
CITY OF DALLAS, DALLAS COUNTY, TEXAS**



Exhibit A



SCALE: 1" = 50'

Line Table		
Line #	Direction	Length
L1	N00°07'40"E	15.00'
L2	N00°07'40"E	27.79'
L3	S89°24'30"E	15.00'
L4	N58°40'20"W	17.54'

LEGEND

- IRON ROD FOUND
- ⊙ PK NAIL FOUND
- POINT FOR CORNER
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CM CONTROL MONUMENT
- INST. NO. INSTRUMENT NUMBER
- VOL., PG. VOLUME, PAGE
- R.O.W. RIGHT-OF-WAY
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
- ESMT. EASEMENT
- SQ.FT. SQUARE FEET

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 12/1/17
 SPRG No.: 4343

FRANK G. LOVE ENVELOPES, INC.
 VOL. 85172, PG. 1094
 D.R.D.C.T.

BRYAN CONNALLY
 R.P.L.S. NO. 5513

GENERAL NOTES:
 Bearings are based on Southwest line of City Block 66/7903, (S58°40'20"E), of Trinity Industrial District, Installment No. 20, recorded in Volume 50, Page 21, M.R.D.C.T.



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PLANNING · SURVEYING
 12025 Shiloh Road · Suite 230 · Dallas, Texas 75228
 P 214.349.9485 · F 214.349.2216
 Firm No. 10168800
 www.cbginctx.com

SHEET 2 OF 2
 JOB NO. 1412368-2A
 SCALE: 1"=50'
 DRAWN BY: MC
 DATE: 10/02/17
 REV: 11/14/17

AGENDA ITEM # 16

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 28, 2018

COUNCIL DISTRICT(S):

2

DEPARTMENT:

Department of Sustainable Development and Construction

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

34P

SUBJECT

An ordinance amending Ordinance No. 30387, previously approved on March 22, 2017, which abandoned portions of Fielder Court and Log Cabin Avenue, located near the intersection of Maple Avenue and Mockingbird Lane to Board of Regents of The University of Texas System to extend the final replat from one year to 18 months - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the amendment of Ordinance No. 30387, previously approved on March 22, 2017, which abandoned portions of Fielder Court and Log Cabin Avenue, located near the intersection of Maple Avenue and Mockingbird Lane to Board of Regents of The University of Texas System.

This amendment will allow for the extension of the final replat from one year to 18 months.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 22, 2017, City Council authorized the abandonment of portions of Fielder Court and Log Cabin Avenue to the Board of Regents of The University of Texas System, the abutting owner, containing a total of approximately 41,370 square feet of land, located near the intersection of Maple Avenue and Mockingbird Lane; and authorized the quitclaim by Resolution No. 17-0505; Ordinance No. 30387.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

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

OWNER

Board of Regents of The University of Texas System

Paul L. Foster, Chairman

MAP

Attached



Abandonment areas = 

ORDINANCE NO. _____

An ordinance amending Ordinance No. 30387, by altering Section 9 to extend the one year deadline to record the final replat; providing for consideration to be paid to the City of Dallas; providing for payment of the publication fee; providing a savings clause; and providing an effective date.

oooOooo

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

SECTION 1. That Ordinance No. 30387 adopted by the City Council of the City of Dallas on March 22, 2017, be and the same is hereby amended by altering Section 9 to read as follows:

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties within ~~one year~~ eighteen (18) months of the passage of the ordinance. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

SECTION 2. That, as consideration for amending Ordinance No. 30387, the Board of Regents of The University of Texas System agrees to pay monetary consideration in the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** to the City of Dallas, and, by its tender thereof, accepts the terms and conditions of this ordinance.

SECTION 3. That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction–Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in the General Fund, Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 4. That the terms and conditions of Ordinance No. 30387 shall remain in full force and effect except as amended hereby.

SECTION 5. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one (1) year after its passage.

SECTION 6. That this contract is designated as Contract No. DEV-2018-00005502.

SECTION 7. 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 _____.

AGENDA ITEM # 17

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 28, 2018

COUNCIL DISTRICT(S):

1, 3, 5, 9, 10, 11, 14

DEPARTMENT:

Department of Trinity Watershed Management

CMO:

Jody Puckett, 670-3390

MAPSCO:

16L 26D 27 F K 35X 37J 38P Q S U 43Z 44W 58P 64P 65L

SUBJECT

Authorize a contract for the construction of Erosion Control Improvements Package C for 19 erosion control improvement projects (list attached) - ARK Contracting Services, LLC, lowest responsible bidder of three - Not to exceed \$5,424,990 - Financing: 2012 Bond Funds (\$2,604,748) and Stormwater Drainage Management Capital Construction Funds (\$2,820,242)

BACKGROUND

On September 15, 2017, three bids were received for 19 erosion control improvement projects. The scope of work includes installation of gabion walls, retaining walls, gabion mattresses, slope and channel improvements to protect structures and to minimize creek bank erosion along various creeks throughout the city.

This item authorizes a contract for the construction of 19 erosion control improvement projects with ARK Contracting Services, LLC, for the Base Bid and Alternate No. 1 in a total amount not to exceed \$5,424,990.00.

The following chart illustrates ARK Contracting Services, LLC's contractual activities with the City of Dallas for the past three years.

	<u>PBW</u>	<u>DWU</u>	<u>PKR</u>	<u>TWM</u>
Projects Completed	8	8	5	1
Change Orders	2	4	3	1
Projects Requiring Liquidated Damages	0	0	0	0
Projects Completed by Bonding Company	0	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	April 2016
Completed Design	August 2017
Begin Construction	March 2018
Complete Construction	April 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 10, 2016, City Council authorized professional services contracts with five consulting firms for the engineering design of twenty-six erosion control improvement projects by Resolution No. 16-0290.

On March 23, 2016, City Council authorized professional services contracts with four consulting firms for the engineering design of eighteen erosion control improvement projects by Resolution No. 16-0450.

On April 27, 2016, City Council authorized professional services contracts with Gaver, LLC for engineering design of five erosion control improvement projects by Resolution No. 16-0657.

On June 22, 2016, City Council authorized professional services contracts with two consulting firms for the engineering design of five erosion control improvement project by Resolution No. 16-1083.

Information about this item will be provided to the Mobility Solutions, Infrastructure, and Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

2012 Bond Funds - \$2,604,747.79

Stormwater Drainage Management Capital Construction Funds - \$2,820,242.21

Group 5

Design (TWM)	\$ 169,958.50
Construction (this action)	<u>\$1,248,755.00</u>
Total Project Cost	\$1,418,713.50

Group 7

Design (TWM)	\$ 120,048.91
Construction (this action)	<u>\$ 900,570.00</u>
Total Project Cost	\$1,020,618.91

FISCAL INFORMATION (continued)

Group 9

Design (TWM)	\$ 15,763.55
Construction (this action)	<u>\$258,375.00</u>
Total Project Cost	\$274,138.55

Group 12

Design (TWM)	\$ 85,083.90
Construction (this action)	<u>\$1,133,915.00</u>
Total Project Cost	\$1,218,998.90

Group 13

Design (TWM)	\$ 33,032.00
Construction (this action)	<u>\$256,670.00</u>
Total Project Cost	\$289,702.00

Group 14

Design (TWM)	\$101,303.00
Construction (this action)	<u>\$380,440.00</u>
Total Project Cost	\$481,743.00

Group 15

Design (TWM)	\$ 104,172.00
Construction (this action)	<u>\$1,246,265.00</u>
Total Project Cost	\$1,350,437.00

<u>Council District</u>	<u>Amount</u>
1	\$1,626,705.00
3	\$ 849,350.00
5	\$ 258,375.00
9	\$ 900,570.00
10	\$1,315,675.00
11	\$ 189,750.00
14	<u>\$ 284,565.00</u>
Total	\$5,424,990.00

M/WBE INFORMATION

The awardees have fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

<u>Contract Amount</u>	<u>Category</u>	<u>M/WBE Goal</u>	<u>M/WBE %</u>	<u>M/WBE \$</u>
\$5,424,990.00	Construction	25%	28.57%	\$1,550,000.00

- This contract exceeds the M/WBE goal of 25%.

BID INFORMATION

The following three bids were received and opened on September 15, 2017:

*Denotes successful bidder

<u>Bidders</u>	<u>Base Bid</u>	<u>Alternate No. 1**</u>	<u>Total Bid</u>
*ARK Contracting Services, LLC 4205 Dick Price Rd. Kennedale, TX 76060	\$4,722,310.00	\$ 702,680.00	\$5,424,990.00
Austin Filter Systems, Inc.	\$5,161,881.00	\$1,381,536.00	\$6,543,417.00
Exel Trenching	\$5,390,650.25	\$1,317,130.00	\$6,780,943.25

**Alternate No. 1 - provides for the construction of Site 2 of Erosion Control Group 15

OWNER

ARK Contracting Services, LLC

Steven C. Bowman, President

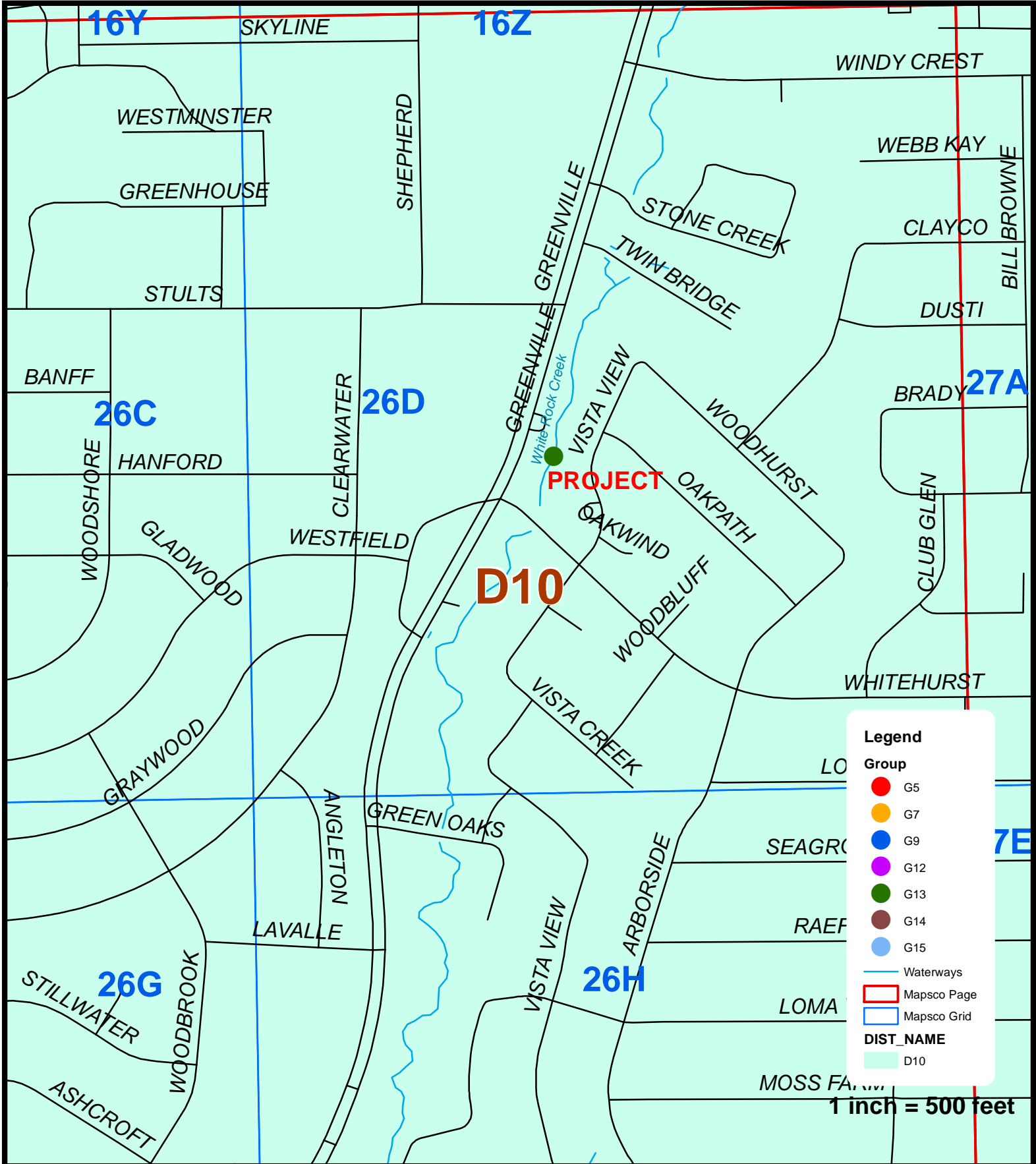
MAPS

Attached

Erosion Control Improvements Package C

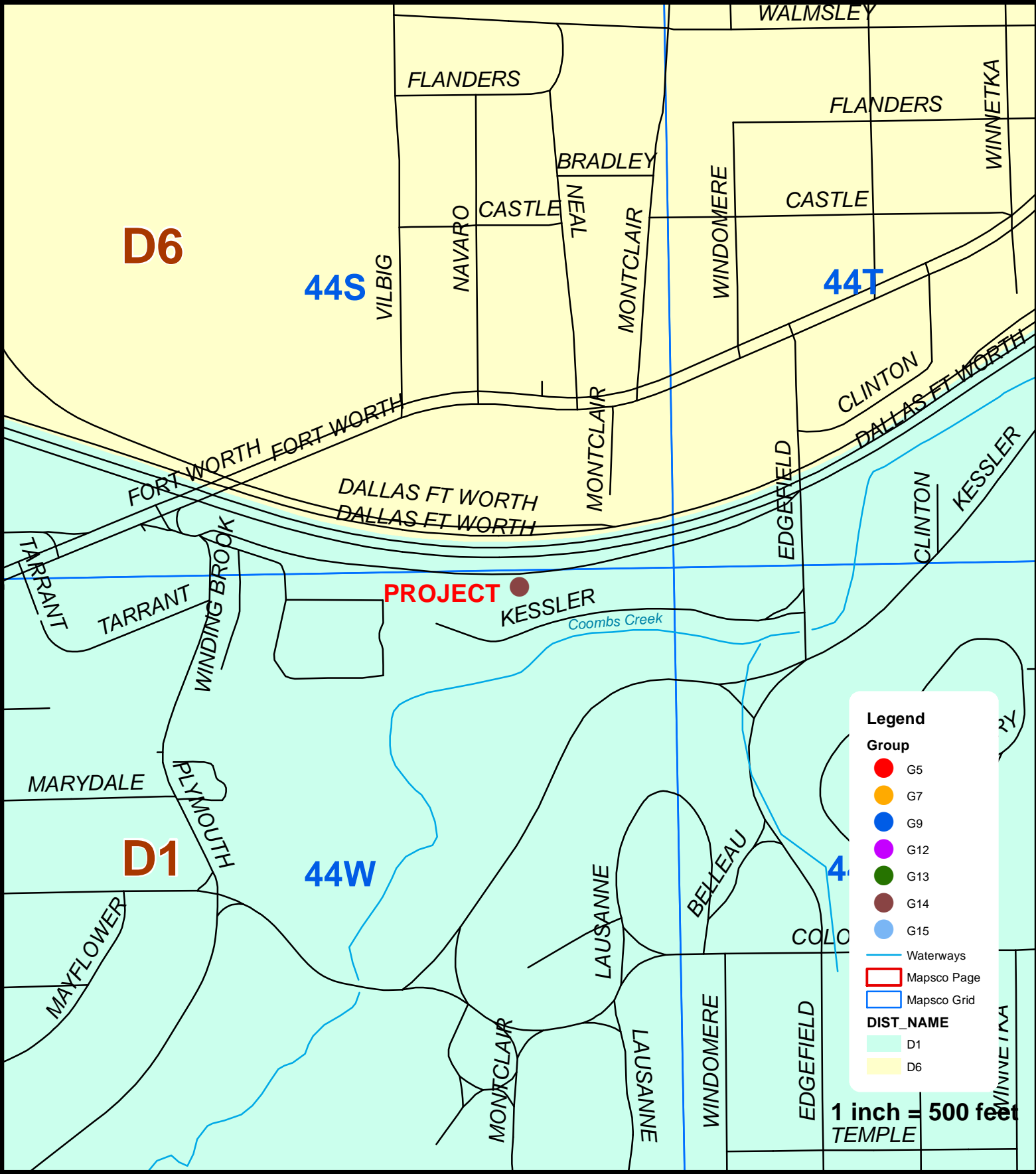
<u>Erosion Control Groups</u>	<u>Council District</u>	<u>Mapsco</u>	<u>Construction Cost</u>
<u>Group 5</u>			
8444 Spring Valley	11	16L	\$189,750.00
9750 Royal Lane	10	27F	\$282,880.00
8201 Fair Oaks Crossing	10	27F	\$481,450.00
7920 Skillman	10	27K	\$294,675.00
<u>Group 7</u>			
2507 Beechmont Dr.	9	38U	\$108,415.00
6909 Lyre Lane/ 6916 Chantilly Court	9	37J	\$131,420.00
9204,9210,9216 Springwater	9	38S	\$402,120.00
9726 Twin Creek	9	38P	\$120,695.00
1511 Kiltartan	9	38Q	\$137,920.00
<u>Group 9</u>			
7322 Rosemont Rd	5	58P	\$258,375.00
<u>Group 12</u>			
Glendale Park Site 1 Pavilion/	3	65L	\$130,050.00
Glendale Park Site 3 S. of footbridge			
Twin Falls Park Trail	3	64P	\$719,300.00
Turtle Creek Greenbelt Site 1	3	35X	\$284,565.00
<u>Group 13</u>			
9320 Greenville Ave/ 8915 Vista View	14	26D	\$256,670.00
<u>Group 14</u>			
Coombs Creek I-30 Outfalls	1	44W	\$380,440.00
<u>Group 15</u>			
Stephens Park Golf Course-Site 1	1	43Z	\$ 75,110.00
Stephens Park Golf Course-Site 2	1	44W	\$702,680.00
Stephens Park Golf Course-Site 3	1	44W	\$368,385.00
Stephens Park Golf Course-Site 4	1	44W	\$100,090.00

Erosion Control Group 13: Map 1 of 1



MAPSCO 26-D

Erosion Control Group 14: Map 1 of 1



Legend

Group

- G5
- G7
- G9
- G12
- G13
- G14
- G15

— Waterways

Mapsco Page

Mapsco Grid

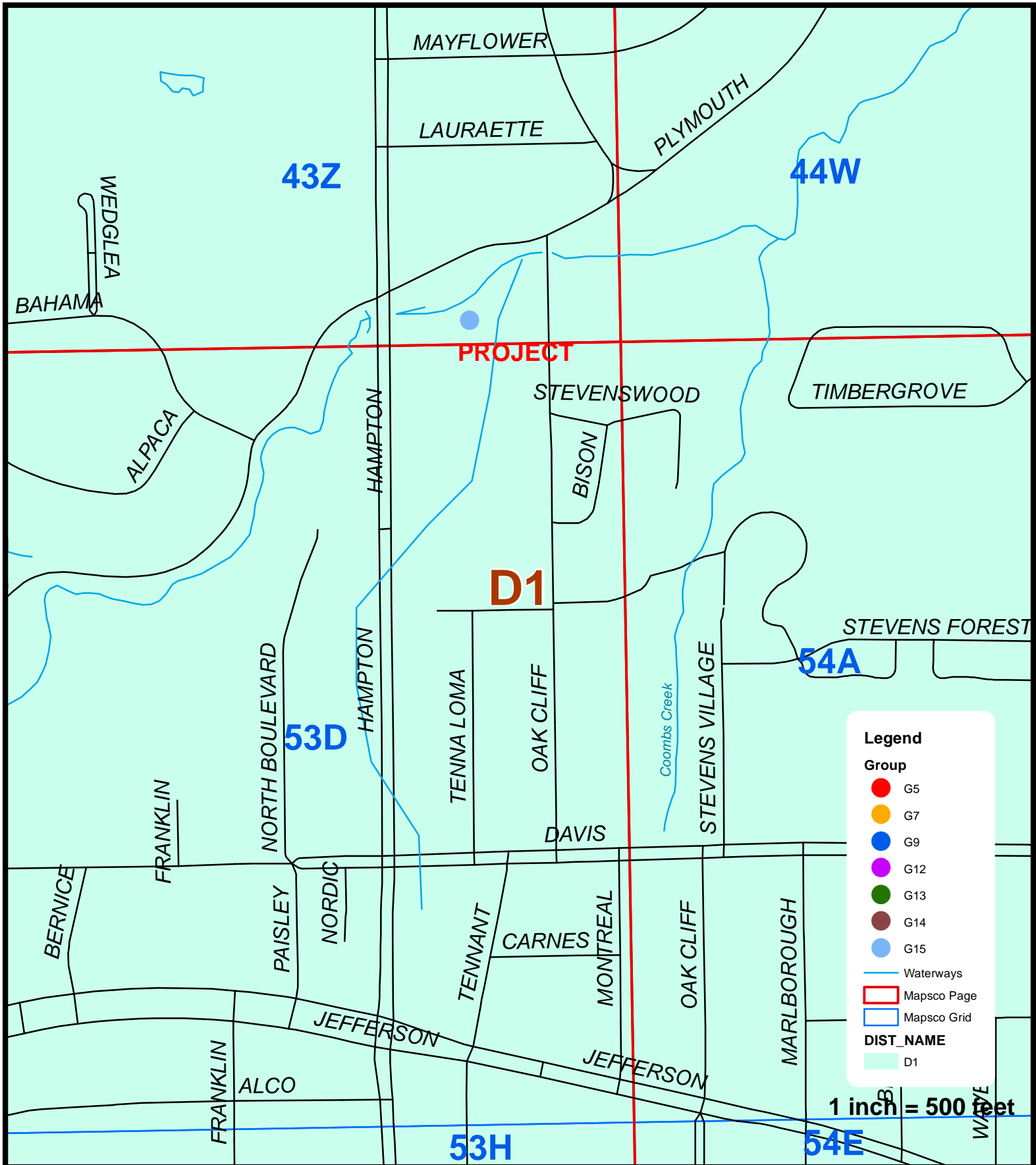
DIST_NAME

- D1
- D6

1 inch = 500 feet

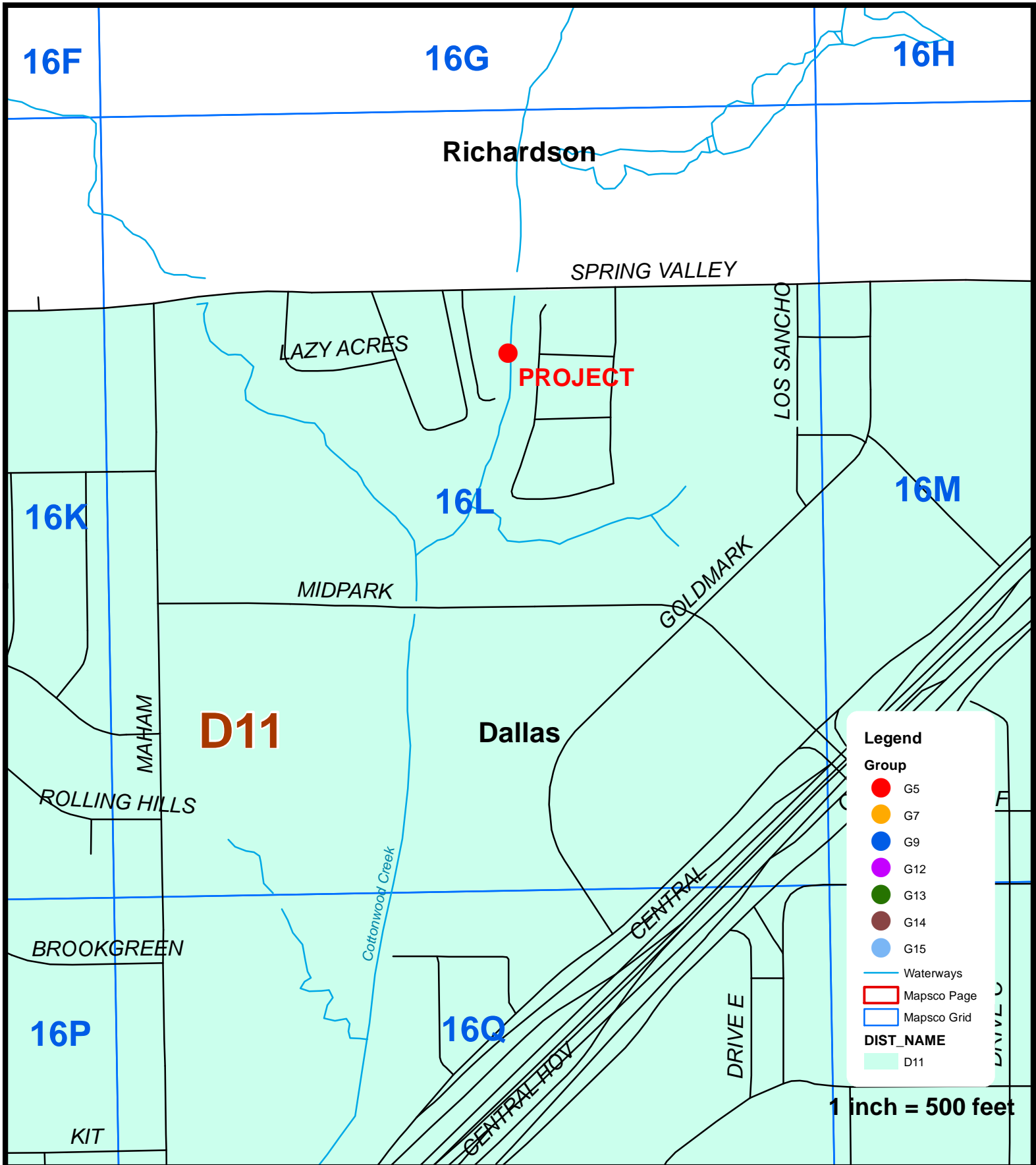
MAPSCO 44-W

Erosion Control Group 15: Map 1 of 1



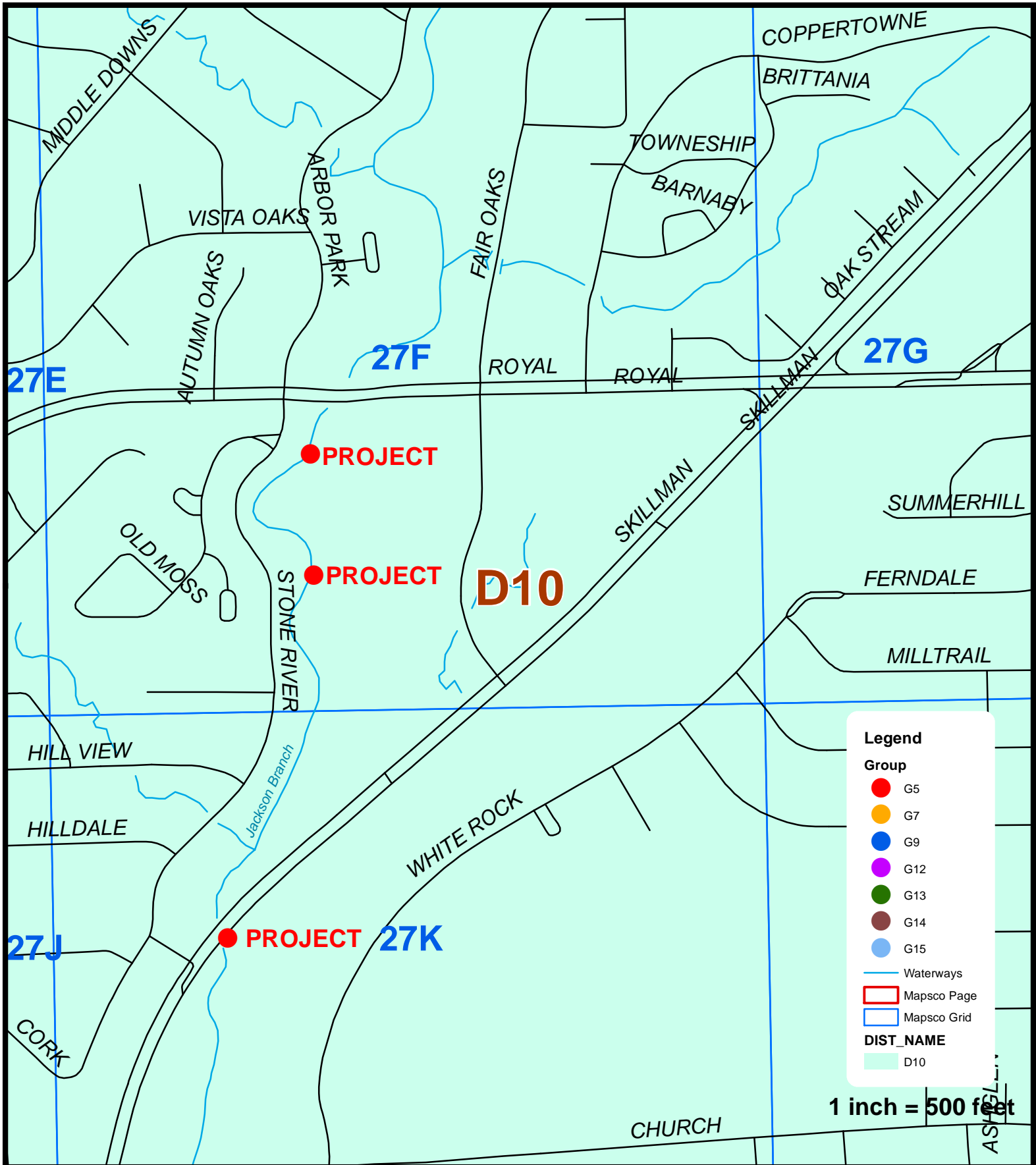
MAPSCO 43-Z

Erosion Control Group 5: Map1 of 2



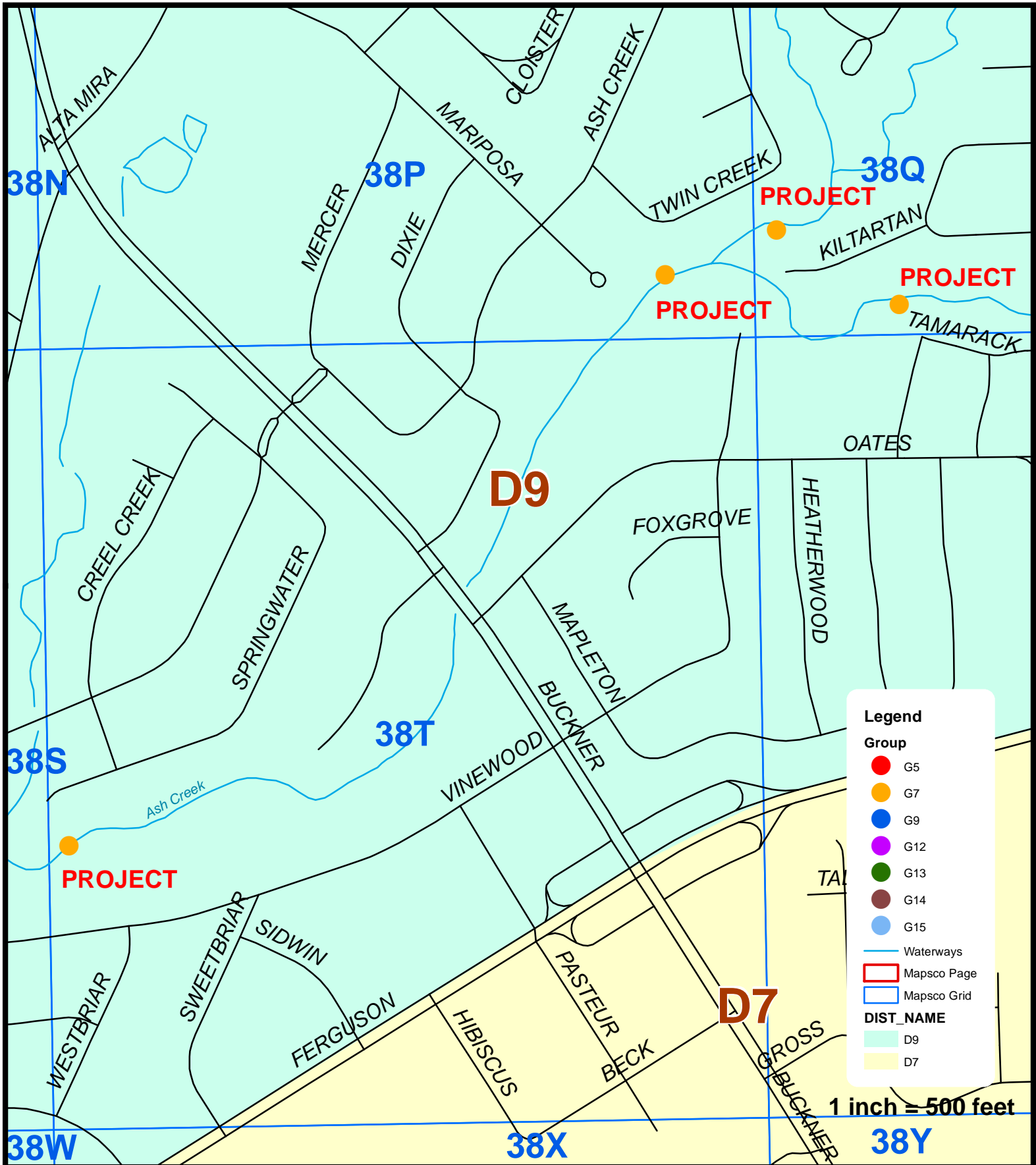
MAPSCO 16-L

Erosion Control Group 5: Map 2 of 2



MAPSCO 27-F, K

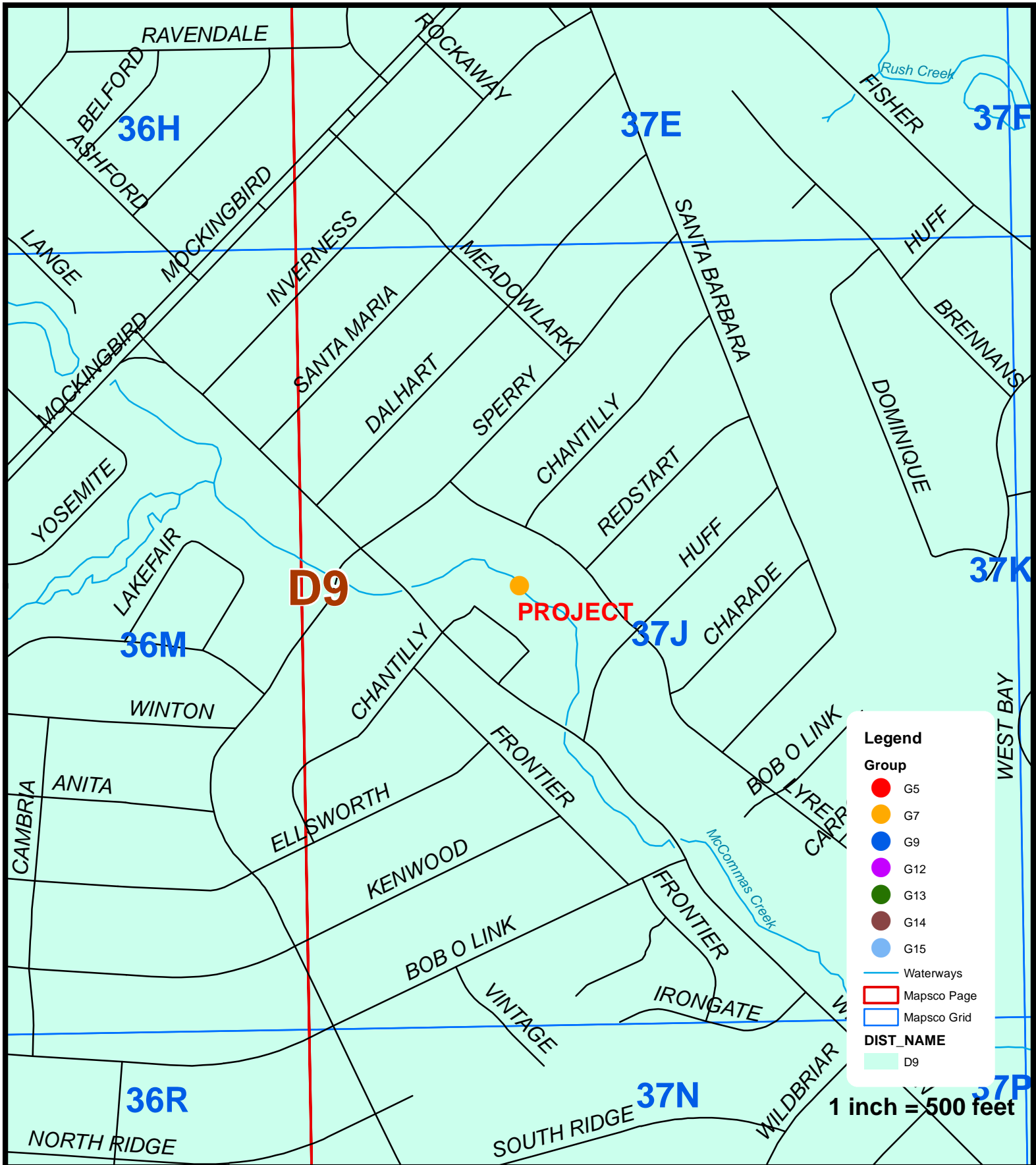
Erosion Control Group 7: Map 1 of 2



1 inch = 500 feet

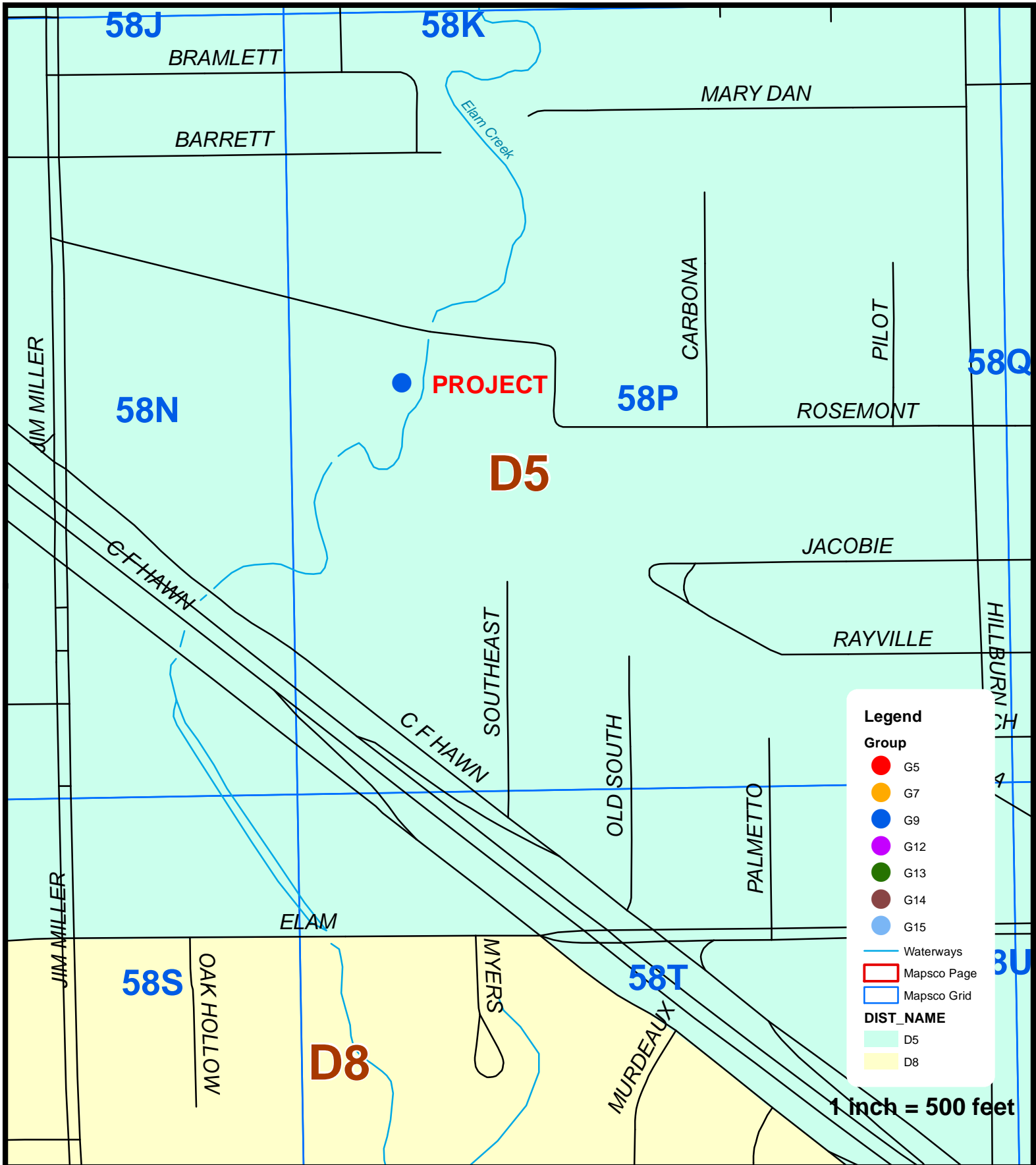
MAPSCO 38-P, Q, T

Erosion Control Group 7: Map 2 of 2



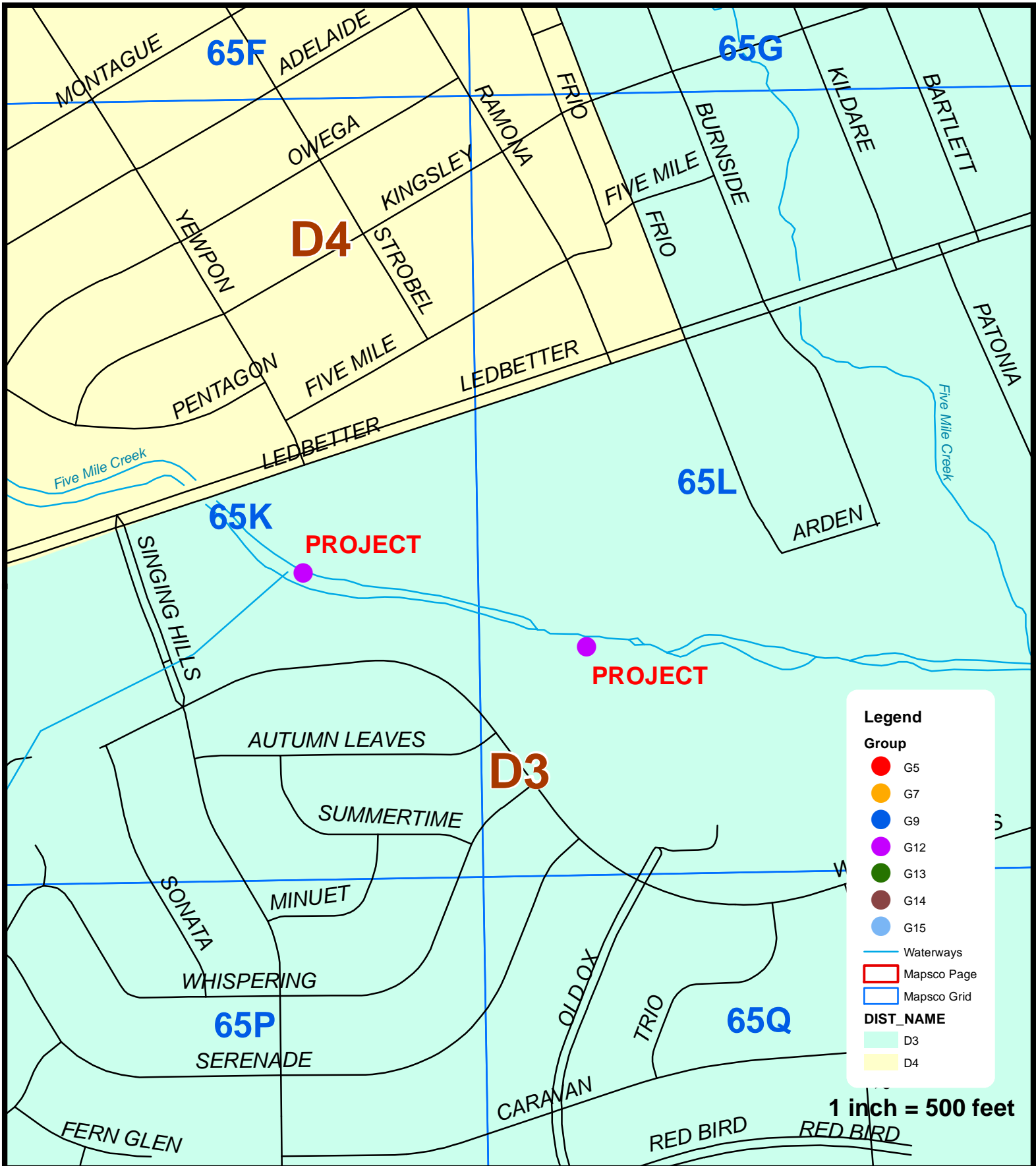
MAPSCO 37-J

Erosion Control Group 9: Map1 of 1



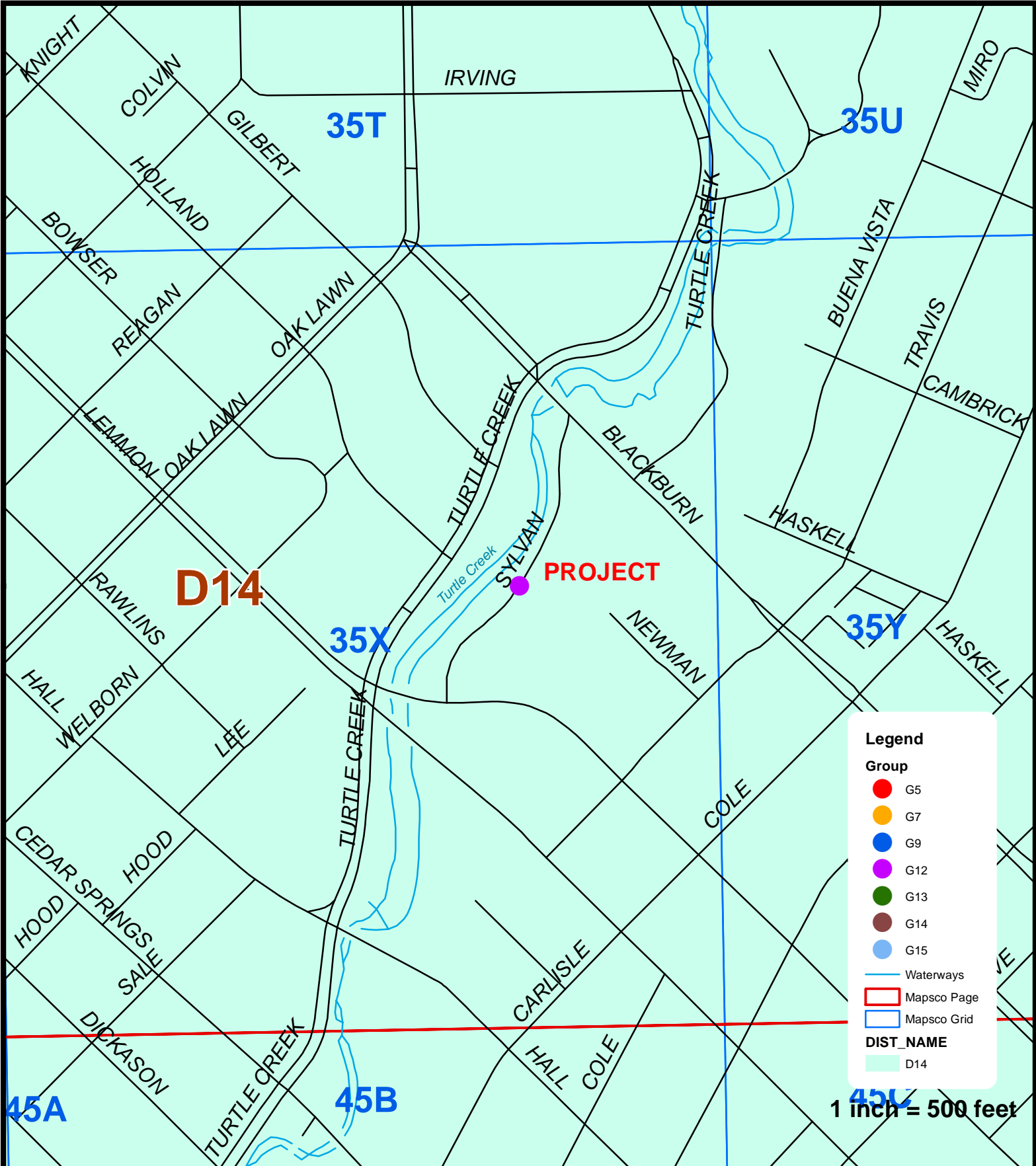
MAPSCO 58-P

Erosion Control Group 12: Map1 of 3



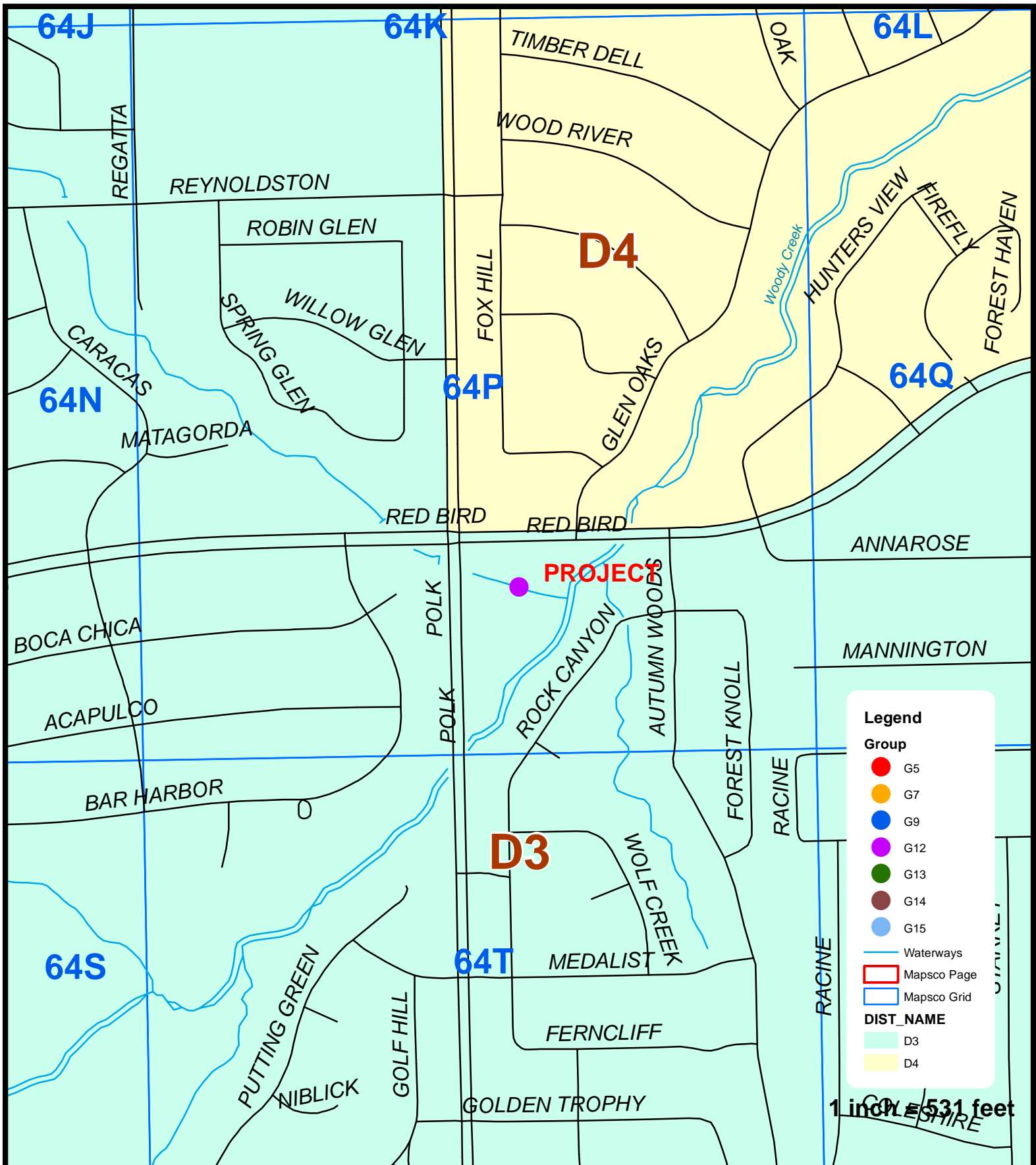
MAPSCO 65-K, L

Erosion Control Group 12: Map 2 of 3



MAPSCO 35-X

Erosion Control Group 12: Map 3 of 3



MAPSCO 64-P

February 28, 2018

WHEREAS, on February 10, 2016, City Council authorized professional services contracts with five consulting firms for the engineering design of twenty-six erosion control improvement projects, in an amount not to exceed \$990,042.58, by Resolution No. 16-0290; and

WHEREAS, on March 23, 2016, City Council authorized professional services contracts with four consulting firms for the engineering design of eighteen erosion control improvement projects, in an amount not to exceed \$659,569.61, by Resolution No. 16-0450; and

WHEREAS, on April 27, 2016, City Council authorized professional services contracts with Garver, LLC for engineering design of five erosion control improvement projects, in an amount not to exceed \$88,684.00, by Resolution No. 16-0657; and

WHEREAS, on September 13, 2016, City Council authorized a professional services contract with Dal-Tech Engineering for engineering design of erosion control improvements, in an amount not to exceed \$256,670.00, by Resolution No. 16-166748; and

WHEREAS, on June 22, 2016, City Council authorized professional services contracts with two consulting firms for the engineering design of five erosion control improvement projects and one stormwater drainage project, in an amount not to exceed \$261,794.00, by Resolution No. 16-1083; and

WHEREAS, three bids were received on September 15, 2017, for the construction of Erosion Control Improvements Package C for 19 erosion control improvement projects, as follows:

<u>Bidders</u>	<u>Base Bid</u>	<u>Alternate No. 1**</u>	<u>Total Bid</u>
*ARK Contracting Services, LLC 4205 Dick Price Rd. Kennedale, TX 76060	\$4,722,310.00	\$ 702,680.00	\$5,424,990.00
Austin Filter Systems, Inc.	\$5,161,881.00	\$1,381,536.00	\$6,543,417.00
Exel Trenching	\$5,390,650.25	\$1,317,130.00	\$6,780,943.25

**Alternate No.1 - provides for the construction of Site 2 of Erosion Control Group 15

February 28, 2018

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a contract with ARK Construction Services, LLC, approved as to form by the City Attorney, for the construction of Erosion Control Improvements Package C for 19 erosion control improvements projects, in an amount not to exceed \$5,424,990.00, 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 \$5,424,990.00 to ARK Construction Services, LLC, as follows:

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S720, Activity ERCT
Object 4599, Program TW12S720
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 97,155.00

Stormwater Drainage Management Capital Construction Fund
Fund 0063, Department SDM, Unit 4793, Activity SD01
Object 4599, Program TW12S720
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 384,295.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S747, Activity ERCT
Object 4599, Program TW12S747
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 282,880.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S748, Activity ERCT
Object 4599, Program TW12S748
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 294,675.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S752, Activity ERCT
Object 4599, Program TW12S752
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 189,750.00

February 28, 2018**SECTION 2.** (continued)

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S704, Activity ERCT
Object 4599, Program TW12S704
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 108,415.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S735, Activity ERCT
Object 4599, Program TW12S735
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 137,920.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S739, Activity ERCT
Object 4599, Program TW12S739
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 131,420.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department SDM Unit S753, Activity ERCT
Object 4599, Program TW12S753
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 252,535.00

Stormwater Drainage Management Capital Construction Fund
Fund 0063, Department SDM, Unit 4793, Activity SD01T
Object 4599, Program TW12S753
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 149,585.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S760, Activity ERCT
Object 4599, Program TW12S760
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 120,361.04

Flood Protection and Storm Drainage Facilities Fund
Fund 4U23, Department TWM, Unit S760, Activity ERCT
Object 4599, Program TW12S760
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 333.96

February 28, 2018**SECTION 2. (continued)**

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S745, Activity ERCT
Object 4599, Program TW12S745
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 97,155.00

Flood Protection and Storm Drainage Facilities Fund
Fund 4U23, Department SDM, Unit S745, Activity SD01
Object 4599, Program TW12S745
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 1,381.45

Stormwater Drainage Management Capital Construction Fund
Fund 0063, Department SDM, Unit 4793, Activity SD01
Object 4599, Program TW12S745
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 159,838.55

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S724, Activity ERCT
Object 4599, Program TW12S724
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 76,772.73

Flood Protection and Storm Drainage Facilities Fund
Fund 0063, Department SDM, Unit 4793, Activity SD01
Object 4599, Program TW12S724
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 53,277.27

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S759, Activity ERCT
Object 4599, Program TW12S759
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 189,380.00

Flood Protection and Storm Drainage Facilities Fund
Fund 4U23, Department TWM, Unit S759, Activity ERCT
Object 4599, Program TW12S759
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 1,322.00

February 28, 2018**SECTION 2.** (continued)

Stormwater Drainage Management Capital Construction Fund
Fund 0063, Department SDM, Unit 4793, Activity SD01
Object 4599, Program TW12S759
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 93,863.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S761, Activity ERCT
Object 4599, Program TW12S761
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 218,535.00

Flood Protection and Storm Drainage Facilities Fund
Fund 4U23, Department TWM, Unit S761, Activity ERCT
Object 4599, Program TW12S761
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 1,582.00

Stormwater Drainage Management Capital Construction Fund
Fund 0063, Department SDM, Unit 4793, Activity SD01
Object 4599, Program TW12S761
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 499,183.00

Flood Protection and Storm Drainage Facilities Fund
Fund 3U23, Department TWM, Unit S728, Activity ERCT
Object 4599, Program TW12S728
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 168,045.00

Stormwater Drainage Management Capital Construction Fund
Fund 0063, Department SDM, Unit 4793, Activity SD01
Object 4599, Program TW12S728
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 88,625.00

Flood Protection and Storm Drainage Facilities Fund
Fund 8T23, Department TWM, Unit W091, Activity ERCT
Object 4599, Program TW06W091
Encumbrance/Contract No. CX-TWM-2017-00003948
Vendor VS0000017816 \$ 215,437.47

February 28, 2018

SECTION 2. (continued)

Flood Protection and Storm Drainage Facilities Fund
 Fund 3T23, Department TWM, Unit W091, Activity ERCT
 Object 4599, Program TW06W091
 Encumbrance/Contract No. CX-TWM-2017-00003948
 Vendor VS0000017816 \$ 20,026.10

Stormwater Drainage Management Capital Construction Fund
 Fund 0063, Department SDM, Unit 4793, Activity SD01
 Object 4599, Program TW06W091
 Encumbrance/Contract No. CX-TWM-2017-00003948
 Vendor VS0000017816 \$ 144,976.43

Stormwater Drainage Management Capital Construction Fund
 Fund 0063, Department SDM, Unit W095, Activity SD01
 Object 4599, Program TW06W095
 Encumbrance/Contract No. CX-TWM-2017-00003948
 Vendor VS0000017816 \$ 75,110.00

Stormwater Drainage Management Capital Construction Fund
 Fund 0063, Department SDM, Unit W095, Activity SD01
 Object 4599, Program SDMFPW095
 Encumbrance/Contract No. CX-TWM-2017-00003948
 Vendor VS0000017816 \$ 702,680.00

Stormwater Drainage Management Capital Construction Fund
 Fund 0063, Department SDM, Unit W095, Activity SD01
 Object 4599, Program SDMFPW095
 Encumbrance/Contract No. CX-TWM-2017-00003948
 Vendor VS0000017816 \$ 368,385.00

Stormwater Drainage Management Capital Construction Fund
 Fund 0063, Department SDM, Unit W095, Activity SD01
 Object 4599, Program SDMFPW095
 Encumbrance/Contract No. CX-TWM-2017-00003948
 Vendor VS0000017816 \$ 100,090.00

Total amount not to exceed \$5,424,990.00

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

STRATEGIC PRIORITY: Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE: February 28, 2018

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Trinity Watershed Management

CMO: Jody Puckett, 670-3390

MAPSCO: 45Q

SUBJECT

Authorize ratification of emergency storm drainage pipe construction to repair a collapsed storm drain pipe on Ervay Street from Commerce Street to Jackson Street - Flow Line Utilities, Inc., lowest responsive bidder of three - Not to exceed \$81,995 - Financing: Stormwater Drainage Management Capital Construction Funds

BACKGROUND

This action will ratify the emergency repairs for a collapsed clay storm drainage pipe located in Downtown Dallas on Ervay Street from Commerce Street and Jackson Street. Drainage intended for this collapsed storm drain floods an Oncor substation that serves most of the central business district every time it rains. Emergency action is required to repair the storm drain to prevent flooding to the Oncor substation and potential damage and loss of electric power to the adjacent properties.

The storm drainage improvements include replacing the existing storm sewer and other miscellaneous items necessary to complete the project.

This action seeks to authorize a contract with Flow Line Utilities, Inc., lowest responsive bidder of three to construct storm drain improvements on Ervay Street from Commerce Street to Jackson Street.

The following chart illustrates Flow Line Utilities, Inc. contractual activities with the City of Dallas for the past three years.

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

ESTIMATED SCHEDULE OF PROJECT

Began Design	August 2017
Complete Construction	March 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be briefed to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Stormwater Drainage Management Capital Construction Funds - \$81,995

OWNER

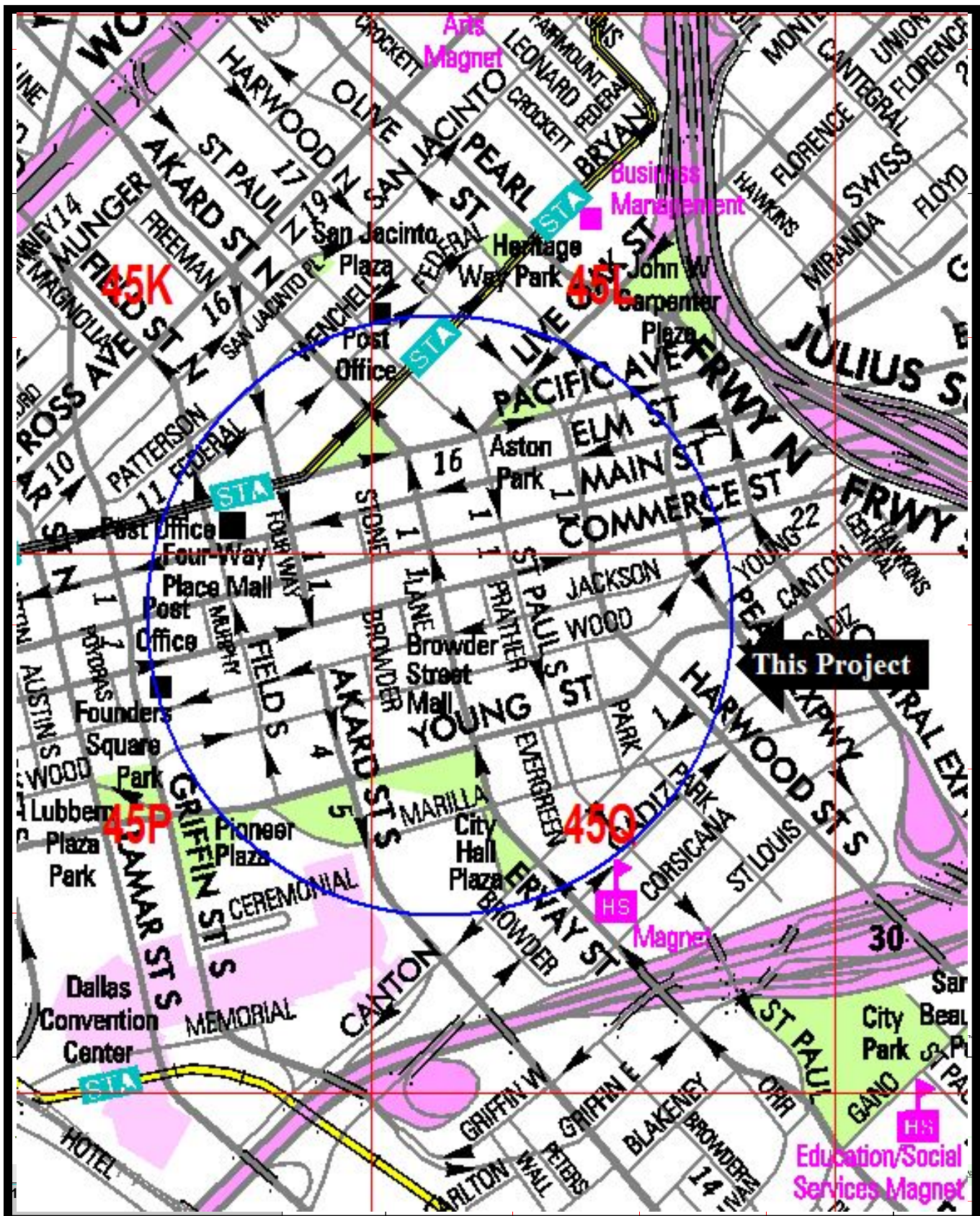
Flow Line Utilities, Inc.

Edgar Romero, President

MAP

Attached

ERVAY @ COMMERCE STORM DRAINAGE RESTORATION



Mapsc0 45-Q

February 28, 2018

WHEREAS, Flowline Utilities, Inc. was selected to provide the construction of storm drain pipe repair on Ervay Street from Commerce Street to Jackson Street.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute ratification of payment to Flow Line Utilities, Inc., lowest responsive bidder of three, approved as to form by the City Attorney, for the construction of a storm drain repair on Ervay Street from Commerce Street to Jackson Street, in an amount not to exceed \$81,995.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$81,995 to Flow Line Utilities, Inc., from Stormwater Drainage Management Capital Construction Fund, Fund 0063, Department SDM, Unit W206, Activity SD01, Program TW17W206, Object 3210, Encumbrance/Contract No. CX-TWM-2017-000003186, Vendor VS87431.

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:

February 28, 2018

COUNCIL DISTRICT(S):

11

DEPARTMENT:

Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

25 R

SUBJECT

Authorize Supplemental Agreement No. 3 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. to provide additional engineering and construction phase services for the Walcrest Pump Station project - Not to exceed \$620,284, from \$3,664,947 to \$4,285,231 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

The Walcrest Pump Station and Reservoir located at the northeast corner of Hillcrest Road and Walnut Hill Lane was placed in service in 1954 and has reached the end of its useful life. The original scope of services awarded to Nathan D. Maier Consulting Engineers, Inc. included the design of a new pump station and the evaluation of the existing reservoir. Results of the reservoir's evaluation determined that it did not meet new regulatory requirements and it would be most economical to replace the reservoir. Supplemental Agreement No. 1 was awarded for the preliminary design of a new reservoir, and Supplemental Agreement No. 2 was awarded for the final design and engineering services to meet regulatory and zoning requirements.

This action will award Supplemental Agreement No. 3 for the final landscaping design as well as additional engineering services for paving and drainage improvements that incorporate feedback from neighborhood and homeowner association groups. Dallas Water Utilities continues to collaborate with the neighborhood to minimize the visual exposure of the new reservoir, enhance the landscape appearance around at the site, and resolve drainage issues between the site and adjacent properties. This supplement will also provide construction phase services for the remainder of the construction project.

ESTIMATED SCHEDULE OF PROJECT

Begin Engineering Services	March 2018
Complete Engineering Services	May 2019
Begin Construction	September 2019
Complete Construction	October 2020

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 25, 2009, City Council authorized a professional services contract with Nathan D. Maier Consulting Engineers, Inc. to provide engineering services for design improvements to the Walcrest Pump Station by Resolution No. 09-0842.

On June 13, 2012, City Council authorized Supplemental Agreement No. 1 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc. to provide additional engineering services for design improvements to the Walcrest Pump Station by Resolution No. 12-1559.

On January 28, 2015, City Council authorized Supplemental Agreement No. 2 to the engineering services contract with Nathan D. Maier Consulting Engineers, Inc. for additional engineering design services related to improvements to the Walcrest Pump Station and reservoir by Resolution No. 15-0193.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$620,283.20

Design	\$2,051,750.00
Supplemental Agreement No. 1	\$ 379,081.28
Supplemental Agreement No. 2	\$1,234,116.08
Supplemental Agreement No. 3 (this action)	<u>\$ 620,283.20</u>
Total Project Cost	\$4,285,230.56

M/WBE INFORMATION

The awardees have fulfilled the good faith effort requirements set forth in the Business Inclusion and Development (BID) Plan adopted on October 22, 2008, by Resolution No. 08-2826, as amended.

<u>Contract Amount</u>	<u>Category</u>	<u>M/WBE Goal</u>	<u>M/WBE %</u>	<u>M/WBE \$</u>
\$620,283.20	Architectural & Engineering	25.66%	94.12%	\$583.783.20

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

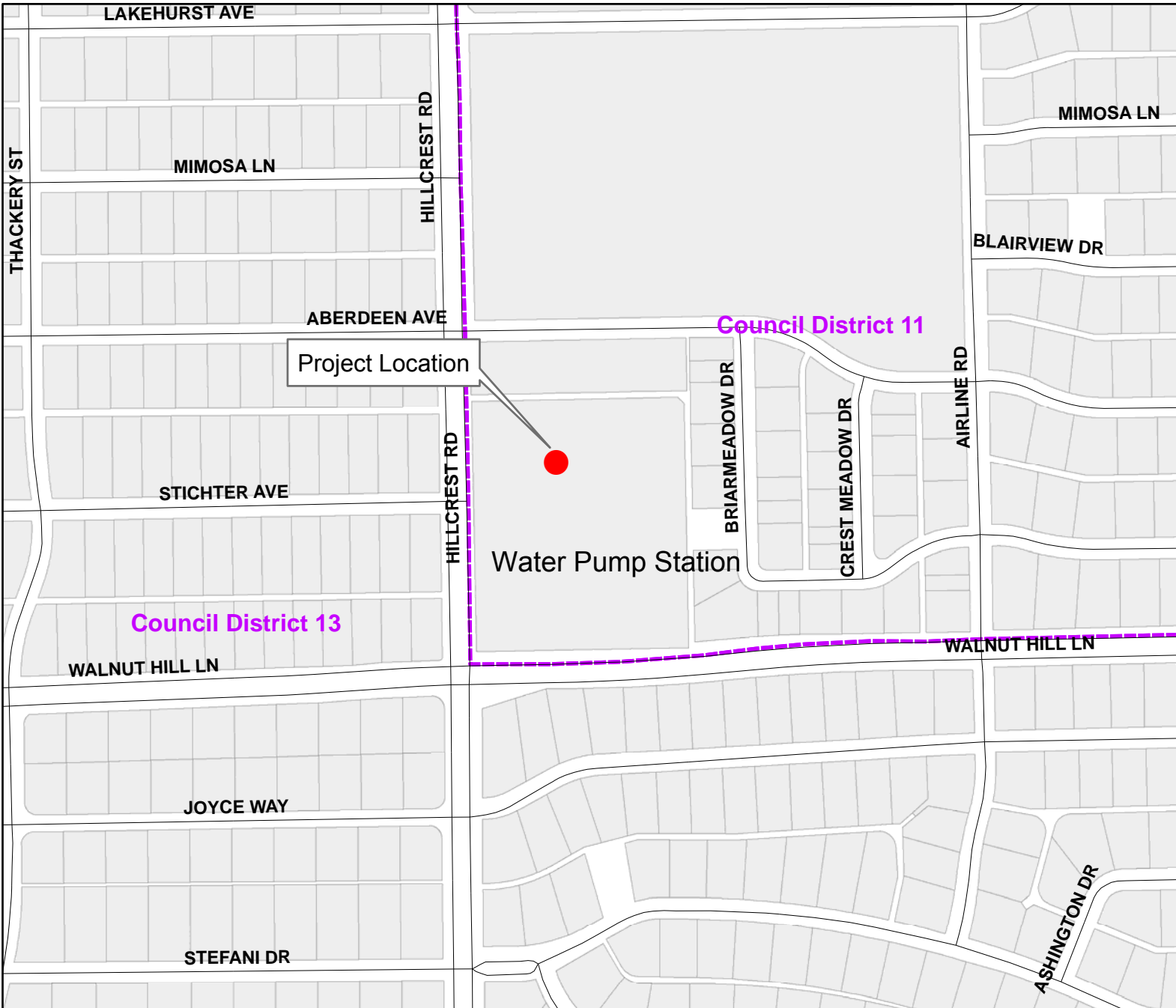
OWNER

Nathan D. Maier Consulting Engineers, Inc.

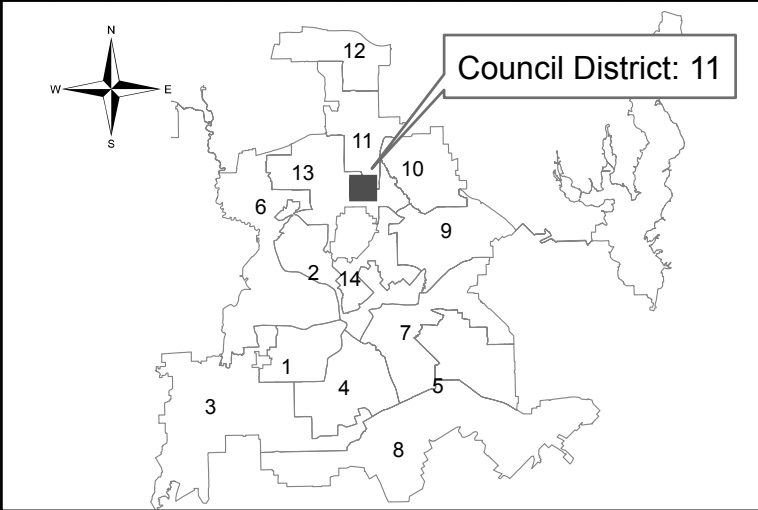
Jean Maier, P.E., President and Chief Executive Officer

MAP

Attached



Mapsc0: 25 R



Dallas Water Utilities
Contract No. 08-091E, Supplemental Agreement No. 3
Walcrest Pump Station Improvements

February 28, 2018

WHEREAS, on March 25, 2009, City Council authorized a professional services contract with Nathan D. Maier Consulting Engineers, Inc. to provide engineering services for design improvements to the Walcrest Pump Station, in an amount not to exceed \$2,051,750.00, by Resolution No. 09-0842; and

WHEREAS, on June 13, 2012, City Council authorized Supplemental Agreement No. 1 to the engineering contract with Nathan D. Maier Consulting Engineers, Inc., to provide additional engineering services for design improvements to the Walcrest Pump Station, in an amount not to exceed \$379,081.28, from \$2,051,750.00 to \$2,430,831.28 by Resolution No. 12-1559; and

WHEREAS, on January 28, 2015, City Council authorized Supplemental Agreement No. 2 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc., for additional engineering design services related to improvements to the Walcrest Pump Station and reservoir, in an amount not to exceed \$1,234,116.08, from \$2,430,831.28 to \$3,664,947.36, by Resolution No. 15-0193; and

WHEREAS, additional engineering services are required for the final design of the site landscaping, paving and drainage improvements, and construction phase services for the remaining construction; and

WHEREAS, Nathan D. Maier Consulting Engineers, Inc., 12377 Merit Drive, Suite 700, Dallas, Texas 75251, has submitted an acceptable proposal to provide these engineering services; and

WHEREAS, Dallas Water Utilities recommends that Contract No. 08-091E be increased by \$620,283.20, from \$3,664,947.36 to \$4,285,230.56.

Now, Therefore,

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

SECTION 1. That the proposed Supplemental Agreement No. 3 to the professional services contract be accepted and that Contract No. 08-091E with Nathan D. Maier Consulting Engineers, Inc., be revised accordingly.

SECTION 2. That the City Manager is hereby authorized to sign Supplemental Agreement No. 3 to the professional services contract with Nathan D. Maier Consulting Engineers, Inc., approved as to form by the City Attorney, to provide additional engineering services for landscaping improvements, paving improvements and drainage improvements for the reservoir and pump station site, and construction phase services for the remaining construction, in an amount not to exceed \$620,283.20, increasing the contract amount from \$3,664,947.36 to \$4,285,230.56.

February 28, 2018

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$620,283.20 to Nathan D. Maier Consulting Engineers, Inc. from Water Capital Improvement Fund, Fund 2115, Department DWU, Unit PW40, Object 4111, Program 708091, Encumbrance CT-DWU708091CP, Vendor 192659.

SECTION 4. That this contract is designated as Contract No. DWU-2017-00003507.

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 # 78

**STRATEGIC
PRIORITY:**

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 28, 2018

COUNCIL DISTRICT(S):

6

DEPARTMENT:

Department of Public Works
Water Utilities Department

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

22G

SUBJECT

A benefit assessment hearing to receive comments on street paving, drainage, water and wastewater main improvements for Goodnight Lane from Royal Lane to Harcourt Street; and at the close of the hearing, authorize an ordinance levying benefit assessments, and a construction contract with RKM Utility Services, Inc. lowest responsible bidder of seven - Not to exceed \$1,965,704 - Financing: 2006 Bond Funds (\$1,441,649), Water Utilities Capital Construction Funds (\$12,450), and Water Utilities Capital Improvement Funds (\$511,605)

BACKGROUND

Goodnight Lane from Royal Lane to Wisconsin Street to Harcourt Street was included in the 2006 Bond Program as a Thoroughfare Project. On December 9, 2009, City Council authorized a professional services contract with AECOM Technical Services, Inc. (formerly Earth Tech, Inc.) for the engineering design of thoroughfare improvements on Goodnight Lane from Royal Lane to north of Harcourt Street by Resolution No. 09-2967. This action will allow the public hearing to be held and will authorize the levying of assessments and contract for construction. The improvements will consist of a 44-foot wide concrete pavement with curbs, sidewalks, drive approaches, bike trail, 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.

This is the third and final step in the process.

BACKGROUND (continued)

The following chart illustrates RKM Utility Services, Inc. contractual activities with the City of Dallas for the past three years:

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

ESTIMATED SCHEDULE OF PROJECT

Began Design	December 2009
Completed Design	May 2013
Begin Construction	May 2018
Complete Construction	May 2019

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 9, 2009, City Council authorized a professional services contract with AECOM Technical Services, Inc. for the engineering design services of thoroughfare improvements on Goodnight Lane from Royal Lane to north of Harcourt Street by Resolution No. 09-2967.

On January 10, 2018, City Council authorized street paving, drainage, water and wastewater main improvements for Goodnight Lane from Royal Lane to Harcourt Street; provided for partial payment of construction cost by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law and a benefit assessment hearing to be held on February 28, 2018 by Resolution No. 18-0066.

Information about this item will be provided to the Mobility Solutions, Infrastructure and Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

2006 Bond Funds - \$1,441,649.00
Water Utilities Capital Construction Funds - \$12,450.00
Water Utilities Capital Improvement Funds - \$511,605.00

Design	\$ 358,815.00
Construction (this action)	
Paving & Drainage - PBW	\$1,441,649.00
Water & Wastewater - WTR	<u>\$ 524,055.00</u>

FISCAL INFORMATION (continued)

Total Project Cost \$2,324,519.00

M/WBE INFORMATION

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

<u>Contract Amount</u>	<u>Category</u>	<u>M/WBE Goal</u>	<u>M/WBE %</u>	<u>M/WBE \$</u>
\$1,965,704.00	Construction	25.00%	25.13%	\$493,996.82

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

BID INFORMATION

The following seven bids with quotes were received and opened on December 4, 2017.

*Denotes successful bidder

<u>Bidders</u>	<u>Bid Amount</u>
* RKM Utility Services, Inc. 2105 Waterview Parkway Richardson, TX 75080	\$1,965,704.00
Texas Standard Construction	\$2,190,767.33
Tiseo Paving Co.	\$2,231,282.00
Ragle Inc.	\$2,344,624.35
MACVAL Associates LLC	\$2,599,214.30
Camino Construction, LP	\$2,799,919.00
HQS Construction, LLC	\$2,872,438.75
Original estimate: PBW	\$2,889,330.00
WTR	<u>\$ 324,999.00</u>
Total Project	\$3,214,329.00

OWNER

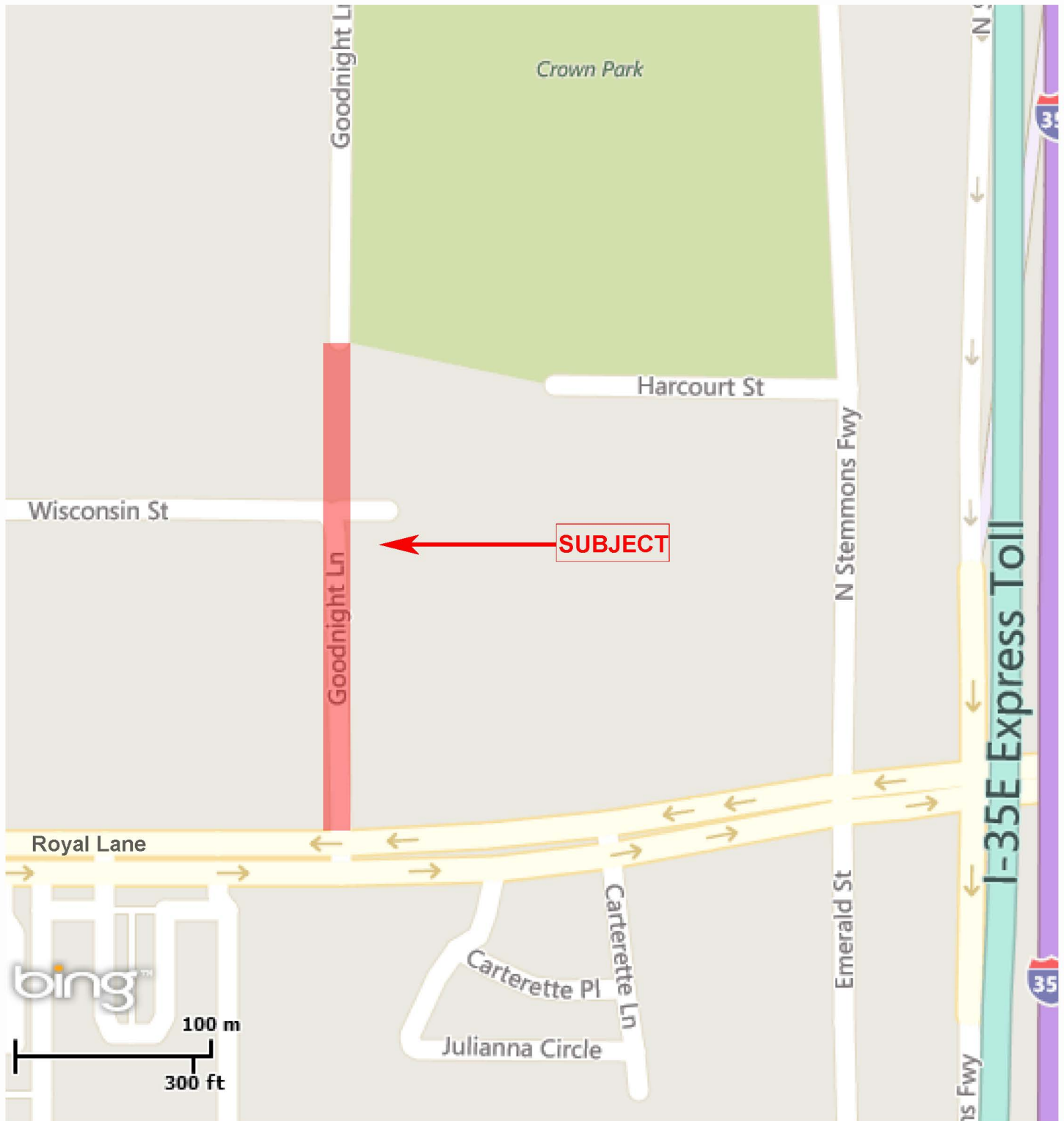
RKM Utility Services, Inc.

Bryan Piper, Vice-President

MAP

Attached

GOODNIGHT LANE FROM ROYAL LANE TO HARCOURT STREET



MAPSCO 22G



February 28, 2018

WHEREAS, heretofore, a resolution was duly adopted by the City Council of the City of Dallas for the improvement of the following street between the limits set forth, out of materials specified, ordering that bids be taken for the construction, and ordering that an estimate of the cost of such improvements be prepared, to wit:

Goodnight Lane from Royal Lane to Wisconsin Street to Harcourt Street; and

WHEREAS, by resolution such estimate and specifications were duly adopted therefore, and the Purchasing Agent was authorized to advertise for bids for such construction; and

WHEREAS, by resolution the City Council determined the necessity for assessing a portion of the cost of such improvements against the property abutting such improvements, and the owners thereof, and duly and legally set a time and place for a public hearing thereon, and provided for notice to be given to such owners, as provided by law; and

WHEREAS, the said hearing was duly held at said time and place; and

WHEREAS, the City Council, after fully considering said proposed assessments, and fully considering the benefits that each property owner and his property receive from making said improvements, is of the opinion that the said proposed assessments determined to be levied are fair and equitable, and in accordance with the enhancement report submitted by Con-Real Support Group LP, an independent appraiser, representing the benefits that the said property receives in enhanced values from the making of the said improvements, and that the said assessments should be made; and

WHEREAS, the Council having no further protest, remonstrance, or objection before it, is of the opinion that the said hearing should be closed.

Now, Therefore,

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

SECTION 1. That the said hearing held on the 28th day of February A.D. 2018 be and the same is hereby ordered closed.

February 28, 2018

SECTION 2. That the City Attorney is hereby directed to prepare an ordinance assessing against the several owners of the abutting property, and against their property abutting upon the street hereinabove mentioned, the proportionate part of said cost herein adjudged against the said respective owners and their property, such assessments to be in accordance with the attached enhancement report. That the said ordinance shall fix a lien upon said property, and shall declare said respective owners thereof to be respectively liable for the amounts so adjudged against them. Said ordinance shall in all respects comply with the applicable law in such cases made and provided.

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.



enhancementstudy

17-21
Project
Goodnight Lane from
Royal Lane to Harcourt Street

PREPARED FOR

Efrain Trejo
Project Coordinator
City of Dallas
Public Works Department
Oak Cliff Municipal Center
320 E. Jefferson Blvd., Room 307
Dallas, Texas 75203

Troy C. Alley, Jr., Analyst
Kristen Alley, Analyst
Con-Real, LP
1900 Ballpark Way
Arlington, Texas 76006

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Date of Inspection:	November 1, 2017
Effective Date of Study:	December 1, 2017
Date of Transmittal:	December 1, 2017
Subject Property:	Industrial Parcels
Location:	Street: Goodnight Lane from Royal Lane to Harcourt Street
Zoning Classifications:	Industrial Industrial/Research District
Current Use:	Improved & Vacant Land
Highest & Best Use:	Industrial Use
Flood Zone:	Based only on a cursory inspection, the properties appear to not be in a flood plain.
Purpose of Study:	The purpose of this study is to estimate the value of the enhancement, if any, to the properties in the defined enhancement study area based on the completion of the proposed street, sidewalk and driveway improvements that affect the subject properties as of December 1, 2017.
Function of Study:	The function of this enhancement study is to assist the City of Dallas in estimating a fair and reasonable amount of the actual costs of the street, sidewalk, and driveway improvements that the subject property owners should be levied based on the estimated market value enhancement to each property due to the proposed improvements by the City of Dallas.
Scope of Study:	The scope of this study encompasses the inspection of the subject properties, neighborhood and comparable properties. Further, the analysis of data is undertaken in order to support a conclusion of estimated value for the enhancement, if any, to the subject properties.

PROPERTY ANALYSIS

The analysis includes Goodnight Lane from Royal Lane to Harcourt Street located in Dallas Texas and consists of 4 parcels. The properties located on Goodnight Lane are similar in sizes ranging from .317 acres to .526 acres they are both vacant and improved built between 1960s to 1980s. They are located along Goodnight Lane the unimproved roadway which consists of two lanes. The immediate area is a mix of industrial warehouses and small commercial development, including retail buildings on Royal Lane.

PROPERTY HIGHLIGHTS

Description for Goodnight Lane from Royal Lane to Harcourt Street Project:

Street: Goodnight Lane from Royal Lane to Harcourt Street, Dallas, Dallas County, Texas (Mapsco – Dallas 22 G).

Property Owners: Varied (see tables pages 26-29)

Street Group Including Streets: Goodnight Lane from Royal Lane to Harcourt Street

Area Description: The area of Dallas; a mix of industrial and small commercial developments; Royal Lane, Joe Field Road, Interstate 35E, and Interstate 635, are the major roadways

Area Boundaries: Interstate E 635 (North), Joe Field Road (South), Tantor Road (West), and Interstate 35E (East)

Neighborhood Description: The industrial and commercial neighborhood with industrial warehouse, retail and commercial businesses, and parks; level to rolling terrain

Property Values: \$100,000 - \$1,000,000 (typical)

Demand/Supply: Stable/Adequate

Neighborhood Land Use: 95% industrial; 4% retail and commercial, 1% parks

Neighborhood Trend & Probable Changes: Neighborhood is stable; no anticipated changes

Factors Affecting the Neighborhood: No adverse factors noted

Zoning Classification of Project Area: Industrial/Research District

Highest and Best Use: Industrial Use

Utilities: All available



Pictures: The photos can be found on the following pages numbered as S1, S2, S3, S4

PROPERTY CHALLENGES & SOLUTIONS

Street: Goodnight Lane - Goodnight Lane from Royal Lane to Harcourt Street, Dallas, Dallas County, Texas

(Street) Goodnight Lane- the street is currently unimproved which causes the property owners to be limited on their access to Royal Lane.

- The properties will be able to benefit from the improved curbs and gutters.
- The proposed improvements are expected to ease the amount of traffic flow in the area and limit the amount of wear or tear on the surrounding streets, including Emerald Street and Newkirk Street.

Driveways- the property owners are without paved driveways. This effects the accessibility of the property and overall neighborhood.

- The proposed improvements are expected to increase the neighborhood curb appeal and may enhance the properties attractiveness.

Sidewalks- there is a lack of sidewalks within the neighborhood which is a possible safety hazard for pedestrians and possible bike riders within the community.

- The improvement of sidewalks in the area will provide a safe route to walk for pedestrians and bike riders. The sidewalks also increase the neighborhood's overall attractiveness.

Curbs/Gutters- Goodnight Lane will need curbs/gutters once the street is improved from Royal Lane to Harcourt Street. The lack of gutters effects the water flow throughout the neighborhood and can become a hazard.

- The projected improved gutters will alleviate water buildup on the street allowing pedestrians to pass without walking through puddles and reducing the risk of hydroplaning by road vehicles.

SCOPE OF WORK

In preparing this study, we completed the research and analysis below:

- Conducted an inspection of the subject properties and the surrounding areas in order to determine the impact the improved driveways, curbs and gutters, and sidewalks will have on the neighborhood
- Gathered and analyzed property, neighborhood, and community information pertaining to the group of subject properties
- Determined the approaches (Sales Approach and Assessment Valuation Method) which are deemed reasonable for estimating an equitable assessment to the property owners for any enhancements they might receive from the improvements
- Interviewed reputable sources to receive opinions on the benefits of the improvements of roadways
- Provided a recommendation for the proposed improvements



EVALUATION ANALYSIS

The improvements proposed by the City of Dallas are to include new concrete paving of the streets which includes concrete curbs and gutters, concrete sidewalks and concrete drives (approaches) where necessary. In the assessment prepared by the City of Dallas, the City calculated a Lineal Foot, Square Foot or Square Yard price in order to estimate the actual cost for each property for the proposed improvements. A summary of the assessment values presented in the study are as follows:

The assessed value of the improvements was enhanced by \$149.04 per lineal foot for the concrete paving, \$11.10 per lineal foot for the concrete sidewalks and \$61.67 per square yard for the concrete drives. Properties that have existing sidewalks and drives are not being assessed for the new improvements that take the place of the current improvements. This is one method of estimating the value the improvements provide to the subject, however, there are other ways to analyze the value of the sidewalk improvements to the property.

We have reviewed the study performed by the City of Dallas pertaining to the subject properties regarding assessments to the property owners for the construction of the sidewalk improvements. In addition to that study, we have tested two other approaches that we deem reasonable for estimating an equitable assessment to the property owners for any enhancements they might receive from the improvements. They include the Sales Comparison Method and Assessment Valuation Method. The most suitable is the Sales Comparison Method that exhibits the comparison between unimproved vs improved properties for purposes of comparing the prices paid for properties. The Assessment Valuation Method is utilized to determine a reasonable assessed rate for every property in regards to street improvements, sidewalks, and driveways.

SALES COMPARISON METHOD

This method involves comparing the sales prices of recent sales properties with & without existing curb/gutter/driveways/sidewalks and forming an opinion as to how much, if any, a purchaser is willing to pay for a property that has existing curb/gutter/driveways/sidewalks improvements over a tract that does not have those improvements.

The subject's area was searched for recent sales of a variety of vacant industrial tracts that were similar in size and location to the subject properties so that a comparative analysis could be performed. This search provided very few sales of properties that did not have curbs/gutters/driveways/sidewalks due to the fact that most of the streets in the area have these features. As such, the search was expanded to areas outside of the subject's immediate area in order to locate a sufficient number of sales of vacant tracts with and without curbs/gutters/driveways/sidewalks. Numerous sales were located and examined and from this vast number of sales only a few were found that could be used for comparative analysis purposes. The subject properties employed in the analysis include both improved and unimproved streets, and while the structures and areas employed in this analysis may not be truly comparable to the properties involved with this project, they do provide a basis for comparison between the properties with curbs/gutters/driveways/sidewalks and properties that don't have these features.

Adjustment grids for the following types of properties are located on the following pages:

1) Industrial Sales – Unimproved Street vs. Improved Streets

Representing the Street: Goodnight Lane from Royal Lane to Harcourt Street (4 parcels)

The analysts have generated a sales comparison approach utilizing vacant land tracts only. In our analysis, we haven't noticed a difference in comparison between performing an approach using improved properties versus unimproved properties. In addition, there isn't enough relevant data to support an improved comparison analysis.



INDUSTRIAL PROPERTY "Representation Of Subject Property" (will be employed as the subject lot)



MapSCO:	22-H Dallas
Location:	11410 Sprowles Street, Dallas, Texas
Grantor:	Hamid Reza Dhghani
Grantee:	NA
Date of Sale:	October 30, 2017
Recording Data:	NA
County:	Dallas
Size:	10,816 SF
Shape:	Square
Zoning:	Industrial/Research District
Utilities:	City Sewer, City Water
Topography:	Basically Level
Consideration:	\$99,000
Per SF:	\$9.15
Terms:	Cash to Seller
Cash Equivalent Consideration:	\$99,000
Per SF:	\$9.15
Source:	MLS/Deed Records
Comments:	This site is located on a two-lane street without improvements of curbs and gutters.

Every effort has been made to verify this information, including researching deed records, tax information, appraisal district information, zoning restrictions, flood plain maps, etc. However, the State of Texas does not require disclosure of real estate sale prices or terms, therefore we are dependant upon information obtained from parties with knowledge of the transaction. This information has been obtained from reliable sources and is assumed to be correct, but is in no way guaranteed by us to be accurate. Con-Real, LP reserves the right to revise any information regarding this comparable, should more accurate data become available.

INDUSTRIAL SALE NO. 1



MapSCO:	33-N Dallas
Location:	1123 Round Table Drive, Dallas, Texas
Grantor:	Cullum 931 LTD
Grantee:	1539 Round Table Associates LLC
Date of Sale:	May 4, 2016
Recording Data:	201600119760
County:	Dallas
Size:	30,274 SF
Shape:	Irregular
Zoning:	Industrial/Research District
Utilities:	City Sewer, City Water
Topography:	Basically Level
Consideration:	\$205,000
Per SF:	\$6.77
Terms:	Cash to Seller
Cash Equivalent Consideration:	\$205,000
Per SF:	\$6.77
Source:	CoStar/Deed Records
Comments:	This site is located on a two-lane interior street which is improved with curbs and gutters.

Every effort has been made to verify this information, including researching deed records, tax information, appraisal district information, zoning restrictions, flood plain maps, etc. However, the State of Texas does not require disclosure of real estate sale prices or terms, therefore we are dependant upon information obtained from parties with knowledge of the transaction. This information has been obtained from reliable sources and is assumed to be correct, but is in no way guaranteed by us to be accurate. Con-Real, LP reserves the right to revise any information regarding this comparable, should more accurate data become available.




INDUSTRIAL SALE NO. 2



Mapsc0:	23-W Dallas
Location:	10511 Olympic Drive, Dallas, Texas
Grantor:	10511 Olympic Drive Icon
Grantee:	Drive Line Motors Inc
Date of Sale:	June 14, 2017
Recording Data:	201700167781
County:	Dallas
Size:	33,611 SF
Shape:	Irregular
Zoning:	Industrial/Research District
Utilities:	City Sewer, City Water
Topography:	Basically Level
Consideration:	\$139,000
Per SF:	\$4.14
Terms:	Cash to Seller
Cash Equivalent Consideration:	\$139,000
Per SF:	\$4.14
Source:	CoStar/Deed Records
Comments:	This site is located on a two-lane interior street which is improved with curbs and gutters.

Every effort has been made to verify this information, including researching deed records, tax information, appraisal district information, zoning restrictions, flood plain maps, etc. However, the State of Texas does not require disclosure of real estate sale prices or terms, therefore we are dependant upon information obtained from parties with knowledge of the transaction. This information has been obtained from reliable sources and is assumed to be correct, but is in no way guaranteed by us to be accurate. Con-Real, LP reserves the right to revise any information regarding this comparable, should more accurate data become available.

Industrial Tract Sales Unimproved Streets vs. Improved Streets

			
Location	Representation of Subject Property 11410 Sprowles Street, Dallas, Texas	Sale 1 1123 Round Table Drive Dallas, Texas	Sale 2 10511 Olympic Drive Dallas, Texas
Sales Price/ Per Square Foot	\$9.15	\$6.77	\$4.14
Eff. Sale Price	\$9.15	\$6.77	\$4.14
Size/SF	10,816	30,274 +20%	33,611 +20%
Driveways	No	Yes	Yes
Sidewalks	No	Yes	Yes
Curbs/Gutters	No	Yes	Yes
Shape	Square	Inferior +5%	Inferior +5%
Location	Average	Inferior +5%	Inferior +10%
Accessibility	Average	Inferior +5%	Inferior +10%
Percentage Adjustment		(+35%)	(+45%)
Net Adjustment		\$2.37	\$1.86
Adjusted Sale Price	\$9.15	\$9.14	\$6.00

The Representation of the (Subject's Property) is a selected property similar to the subject properties in order to be used in this analysis. The Representation of the Subject Property is located at 11410 Sprowles Street which is a 10,816 square foot tract that **does not** have curbs/gutters, driveway, or sidewalks and sold for \$9.15 per square foot. The two other sales **do** have curbs/gutters, driveway, or sidewalks on their sites and sold at prices ranging from \$4.14 to \$6.77 per square foot. All of the sales are located within Dallas County and each have locational characteristics in regards to surrounding developments and industrial facilities that will be examined. The size of the Representation of the Subject Property is significantly smaller than the comparables and an upward adjustment was made to Sale 1 and Sale 2. In addition, Sale 1 and 2 experienced an upward adjustment compared to the Representation of the Subject Property in regards to the characteristic of location and accessibility. Both properties are located not fronting

ASSESSMENT VALUATION PROCESS

The analyst acknowledges that the new street improvements will provide some enhancement to the overall value of the subject properties, but the improvements will not increase the value of the subject properties at the same rate the City is proposing to assess the property owners. As with all home improvements, the value of the enhancement is very rarely equal to or greater than the actual cost of the improvement. Samples of these types of improvements are: new roofs, replaced fencing, updating of flooring, kitchens, bathrooms, etc. Generally speaking, these type of repairs, renovations or enhancements cost more to replace/construct than they will ever return should the property be sold. A good example is the addition of a swimming pool. A typical swimming pool can cost \$25,000 to install, but upon resale rarely yields \$10,000 more than a similar property without a swimming pool. The same goes for a new roof. While a new roof may be a selling feature in trying to market the property, very rarely does the property owner ever realize a return on the sale of the property equal to the cost to install the new roof. The same is true with the proposed street improvements and accompanying sidewalks and drives. **Based on the market data gathered and examined by the analyst, it is my opinion that the market value of the subject properties will only experience a slight increase in value because of the proposed improvements.**

In an effort to be equitable to the property owners, given that all of the property owners are supposedly paying their fair share, it is our opinion that the property owners be assessed at a rate of 10% of the assessed value of the lot for the street improvements (concrete paving, curbs/gutters). The property owners are assessed at a rate of 50% of the estimated construction cost of the sidewalk and concrete drive improvements. The reason for the percentages of the construction costs for the sidewalks and concrete drives, is that the improvements do not provide a dramatic increase to the overall property, but offer additional benefit for the property owners. Some of the properties in the project areas already have sidewalks and drives. Those property owners should not be compelled to pay additional money for improvements that they already have in place. In some instances, particularly on the subject parcels with large tracts of land, 10% of the assessed land value is greater than the total estimated cost of the proposed improvements. This is due to the fact that these properties typically have a large amount of road frontage and benefit from greater exposure from the street, and in those instances the estimated cost of the improvements as proposed by the City of Dallas is the recommended amount.

The Tables on the following pages in the Addenda identifies each of the subject properties, the assessment process employed by the City of Dallas, and finally, my estimation of a fair and reasonable value for the assessment.



ASSESSMENT VALUATION PROCESS (TABLES)

GOODNIGHT LANE FROM ROYAL LANE TO WISCONSIN STREET TO HARCOURT STREET SHALL BE PAVED FROM CURB TO CURB WITH 11-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME TREATED SUBGRADE STABILIZATION; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 AND 6-FEET WIDE WHERE SPECIFIED; WITH A 10- FEET WIDE BIKE TRAIL ON THE EAST SIDE ONLY, SO THAT THE ROADWAY SHALL BE 44- FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	ASSESSMENT	TOTAL ASSESSMENT VALUE	RECOMMENDED ASSESSMENT
WEST SIDE OF STREET								
HAE SUK HARDY 7416 SUMMITVIEW DR IRVING, TEXAS 75063	TR 16 Acs 0.4021 2257 Royal Ln	6551		NO ASSESSMENT DAMAGES PAID				
11407 GOODNIGHT LANE DALLAS, TEXAS 75229	TR 15	6551		NO ASSESSMENT DAMAGES PAID				
EUI SUN CORPORATION 11425 GOODNIGHT LN DALLAS, TEXAS 75229	TR 14 Acs 0.3277	6551	100 FT PVMT 48 FT WALK 25 FT DRIVE	\$149.04 \$11.10 No Cost	\$14,904.00 \$532.80 \$0.00		\$4,283 (10% of lot value \$42,830) \$266.40 rounded (50% of Sidewalk \$532.80)	\$4,283.00 \$266.40 \$0.00
							\$15,436.80	\$4,549.40

ASSESSMENT VALUATION PROCESS (TABLES)

GOODNIGHT LANE FROM ROYAL LANE TO WISCONSIN STREET TO HARCOURT STREET SHALL BE PAVED FROM CURB TO CURB WITH 11-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME TREATED SUBGRADE STABILIZATION; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 AND 6- FEET WIDE WHERE SPECIFIED; WITH A 10- FEET WIDE BIKE TRAIL ON THE EAST SIDE ONLY, SO THAT THE ROADWAY SHALL BE 44- FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	ASSESSMENT	TOTAL ASSESSMENT VALUE	RECOMMENDED ASSESSMENT
KORTEXAN LLC 1404 CANEEL CT IRVING, TEXAS 75060	13 Less Row Acs 0.6392 11433 Goodnight Ln	6551		NO ASSESSMENT DAMAGES PAID				
WISCONSIN STREET INTERSECTS								
CITY OF DALLAS PPTY MGMT #203 320 E JEFFERSON BLVD DALLAS, TEXAS 75203	7 97X225 2265 Wisconsin St	6552		NO ASSESSMENT CITY OF DALLAS				
EAST SIDE OF STREET								
HALE LIVING TRUST 9511 MOSS FARM LN DALLAS, TEXAS 75243	TR 8 Acs 0.3393 11454 Goodnight Ln	6552		155 FT PVMT 125 FT WALK 19.4 SY DR(20Wide) \$149.04 \$11.10 \$61.67	\$23,101.20 \$1,387.50 \$1,196.40		\$4,434 (10% of lot value \$44,340) \$693.75 rounded (50% of Sidewalk \$1,387.50) \$598.20 rounded (50% of Driveway \$1,196.40)	\$4,434.00 \$693.75 \$598.20 \$5,725.95

ASSESSMENT VALUATION PROCESS (TABLES)

GOODNIGHT LANE FROM ROYAL LANE TO WISCONSIN STREET TO HARCOURT STREET SHALL BE PAVED FROM CURB TO CURB WITH 11-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME TREATED SUBGRADE STABILIZATION; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 AND 6- FEET WIDE WHERE SPECIFIED; WITH A 10- FEET WIDE BIKE TRAIL ON THE EAST SIDE ONLY, SO THAT THE ROADWAY SHALL BE 44- FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	ASSESSMENT	TOTAL ASSESSMENT VALUE	RECOMMENDED ASSESSMENT
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WISCONSIN STREET INTERSECTS

GOODNIGHT

AMERICAN PROPERTY ACQUISITION LLC 5319 LYONCREST CT DALLAS, TEXAS 75287	1 Acs 0.1862 11438 Goodnight Ln	6550	NO ASSESSMENT EASEMENT INTERVENING					
AMERICAN PROPERTY ACQUISITION LLC 5319 LYONCREST CT DALLAS, TEXAS 75287	2 Acs 0.2034 75' FR Private Rd 11432 Goodnight Ln	6550	NO ASSESSMENT EASEMENT INTERVENING					
ALI BIJANNIA 11426 GOODNIGHT LN DALLAS, TEXAS 75229	3 & 4 Less Row Acs 0.3173	6550	125 FT PVMT 70 FT WALK 20 FT DRIVE 23.3 SY DR (25'Wide)	\$149.04 \$11.10 No Cost \$61.67	\$18,630.00 \$777.00 \$0.00 \$1,436.91		\$4,147 (10% of lot value \$41,470) \$388.50 rounded (50% of Sidewalk \$777.00) \$718.45 rounded (50% of SY Driveway \$1,436.91)	\$4,147.00 \$388.50 \$718.45 \$5,253.95

ASSESSMENT VALUATION PROCESS (TABLES)

GOODNIGHT LANE FROM ROYAL LANE TO WISCONSIN STREET TO HARCOURT STREET SHALL BE PAVED FROM CURB TO CURB WITH 11-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME TREATED SUBGRADE STABILIZATION; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 AND 6- FEET WIDE WHERE SPECIFIED; WITH A 10- FEET WIDE BIKE TRAIL ON THE EAST SIDE ONLY, SO THAT THE ROADWAY SHALL BE 44- FEET IN WIDTH

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	ASSESSMENT	TOTAL ASSESSMENT VALUE	RECOMMENDED ASSESSMENT
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METROCEL/GOODNIGHT

JAMES E GRAYSON 6115 ANNAPOLIS LN DALLAS, TEXAS 75214	5 Acs 0.0551 11424 Goodnight Ln	6550	NO ASSESSMENT EASEMENT INTERVENING					
TODD BROWN 820 S MACARTHUR BLVD STE 105 #221 COPPELL, TEXAS 75019	TR 5 Acs 0.5266 2303 Royal Ln	6550	181 FT PVMT 135 FT WALK 28.7 SY DR (32'Wide)	\$149.04 \$11.10 \$61.67	\$26,976.24 \$1,498.50 \$1,769.93	\$30,244.67	\$7,491 (10% of lot value \$74,910) \$749.25 rounded (50% of Sidewalk \$1,498.50) \$884.96 rounded (50% of Driveway \$1,769.93)	\$7,491.00 \$749.25 \$884.96 \$9,125.21

RECOMMENDATION:

The Sales Comparison Method was conducted for properties along Goodnight Lane from Royal Lane to Harcourt Street. The method showed a comparison between vacant land properties with and without curbs and gutters, driveways, and sidewalks.

Goodnight Lane from Royal Lane to Harcourt Street which encumbers four parcels, were represented within the Sales Comparison Method by a similar land property "11410 Sprowles Street, Dallas, Texas" which shared similar features as the four parcels. Recent land properties with improved curbs/gutters, driveways, and sidewalks were able to be obtain within the Dallas County to be compared to the represented property.

Despite the distance between the subject sites and the sales, we were able to gather enough data to perform a comparative analysis for the subject properties. The comparison method concluded that there isn't an increase in sales price for properties with curbs/gutters, driveways, and sidewalks when compared to sales of similar type properties that did not possess those features. That does not necessarily mean that a property is not more marketable or attractive to a potential purchaser, it only means that based on the data we were able to gather and verify, we could not positively prove that a difference existed in the marketplace.

Based on our market analysis in which information from various sources were obtained, we can conclude that a curbs/gutters, driveways, and sidewalks may be an attractive feature for a property based on the purchaser's preferences. However, the lack of these improvements may not affect the desirability of the property within the real estate market.

While it is true that the property owners will receive a nominal benefit from having new concrete street improvements, curbs/gutters, sidewalks and drives, the benefit received from these new items will only provide a minimal amount of enhanced value to the properties when compared to the largest portion of the value of the tract; the land mass itself. As such, it is our contention that the subject properties will increase in value from the street and sidewalk improvements proposed by the City of Dallas, but not by the actual cost of the improvements. It is our opinion that the property owners should be assessed at a rate of 10% of the assessed value of the lot for the street improvements (concrete paving, curbs/gutters), and that the property owners be assessed at a rate of 50% of the estimated construction cost of the sidewalk and concrete drive improvements.



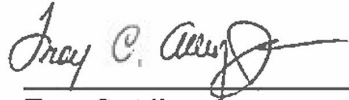
CERTIFICATE

We do hereby certify that, except as otherwise noted in this report:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, unbiased professional analyses, opinions and conclusions.
3. We have no present or prospective interest in the property which is the subject of this report and we have no personal interest or bias with respect to the parties involved.
4. Our compensation is not contingent upon an action or event resulting from the analyses, opinions or conclusions in, or the use of, our report. This assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.
5. Ownership and site data was obtained from information appearing on the Tax Rolls and from data provided by the client.
6. Troy Alley, Jr. has made a personal inspection of the property which is the subject of this report. Kristen Alley has also made a personal inspection of the property.
7. Kristen Alley provided significant professional assistance to the person signing this report.
8. The analyst(s) is not an employee, officer or appointed board or commission member of the City of Dallas. We did not consider race, color, religion, sex, national origin, handicap or familial status in determining the value of the Subject Property.
9. **THIS IS NOT AN OPINION OF VALUE, IT IS A ENHANCEMENT STUDY AND SHOULD NOT BE CONSIDERED AN APPRAISAL. In making any decision that relies upon our work, you should know that we have NOT followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.**



Con-Real, LP



Troy C. Alley, Jr.
Sr. Analyst



Kristen Alley
Analyst



ORDINANCE NO. _____

AN ORDINANCE LEVYING ASSESSMENTS AGAINST VARIOUS PERSONS AND THEIR PROPERTY FOR THE PAYMENT OF A PART OF THE COST OF IMPROVING AND PAVING PORTIONS OF THE FOLLOWING STREET IN THE CITY OF DALLAS, TEXAS, TO WIT:

Goodnight Lane from Royal Lane to Wisconsin Street to Harcourt Street

PROVIDING FOR THE TIME WHEN SUCH ASSESSMENTS BECOME DUE AND PAYABLE, THE RATE OF INTEREST, AND FIXING A CHARGE AND LIEN AGAINST SAID PROPERTY AND MAKING SAID CHARGE A PERSONAL LIABILITY OF THE PROPERTY OWNERS OWNING PROPERTY ABUTTING ON SAID STREET, AND PROVIDING FOR THE COLLECTION THEREOF; AND DECLARING AN EMERGENCY.

WHEREAS, heretofore a resolution was duly adopted by the City Council ordering the improvements of

Goodnight Lane from Royal Lane to Wisconsin Street to Harcourt Street

by filling, raising, grading, and paving same; and

WHEREAS, pursuant to said resolution, specifications and an estimate of the cost of such improvements were prepared for said work by the Director of Department of Public Works (City Engineer), filed with said Council, examined, approved, and adopted by it, all as required by applicable law; and

WHEREAS, in compliance with the law the City Engineer prepared his statements or lists showing the names of property owners upon said street the description of their property, the total cost of the said improvements, the cost there of per front foot and cost to each property owner, said statements possessing all the other requisites required by law; and

WHEREAS, thereafter the said statements were filed with the City Council and by them examined and approved and a resolution was passed by said Council determining the necessity of making an assessment for part of the cost of said pavement against property owners and their property, and fixing a time and providing for a hearing to such property owners, all in accordance with the terms of applicable law, at which hearing to such property owners were to be heard as to the benefits of the said improvements to their property, as to any error or invalidity in said proceedings, or to any matter or thing connected with the said improvements; and

WHEREAS, the said resolution in connection with the improvement of said street was duly adopted in compliance with the law on the 10th day of January, 2018; and

WHEREAS, in accordance with the terms of the law, the City of Dallas gave notice to the property owners on said street of said hearing, by publishing a copy of said notice in the Dallas Morning News, a daily paper of general circulation in the City of Dallas, for three successive days prior to the days set for the hearing, to wit, the 28th day of February, 2018; and the City also gave notice of said hearing by mailing letters containing the same to said property owners at least fourteen (14) days before the said hearing; provided, however, that any failure of the property owners to receive said notices shall not invalidate these proceedings; and

WHEREAS, said hearing was held at the time and place mentioned in the said resolution and notice, to wit, on the 28th day of February, 2018 at 1:00 O'clock P.M. at the Council Chamber in the City Hall of the City of Dallas, Texas, which hearing was then closed; and

WHEREAS, at said hearing, all desiring to contest the said assessments, correct the same, or in any manner be heard concerning the benefits thereof, or in any related matter, were heard, and errors and all matters of error or mistake or inequalities or other matters requiring rectification which were called to the attention of the Council were rectified and corrected.

Now, Therefore,

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

SECTION 1. That the action of the City Council closing the hearing and overruling the protests at the public hearing on the 28th day of February, 2018, in these proceedings is hereby ratified and confirmed by this ordinance. That the City Council, from the evidence, finds that the assessments herein levied should be made and levied against the respective parcels of property abutting upon the street herein below mentioned and against the owners thereof; that such assessments and charges are right and proper, and are substantially in proportion to the benefits to the respective parcels of property by means of the improvement in the unit or district for which such assessments are levied, and establish substantial justice, equality, and uniformity between the respective owners of the respective properties between all parties concerned, considering the benefits received and burdens imposed. The Council further finds that in each case the abutting property assessed is specially benefited in enhanced value to the said properties by means of the said improvements in the unit or district upon which the particular property abuts, and for which assessment is levied and charge made, in a sum in excess of the said assessment and charge made against the same by this ordinance. The Council further finds that the apportionment of the cost of the improvements is in accordance with the law in force in this City and that the proceedings of the City heretofore had with reference to said improvements are in all respects valid and regular.

SECTION 2. That there shall be and is hereby levied and assessed against the parcels of property hereinbelow mentioned, and against the real and true owners thereof (whether such owners be correctly named herein or not), the sums of money below mentioned and itemized shown opposite the description of the respective parcels of property, and the several amounts assessed against the same and the owners thereof, as far as such owners are known, being as follows:

GOODNIGHT LANE FROM ROYAL LANE TO WISCONSIN STREET TO HARCOURT STREET SHALL BE PAVED FROM CURB TO CURB WITH 11-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME TREATED SUBGRADE STABILIZATION; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 AND 6-FEET WIDE WHERE SPECIFIED; WITH A 10-FOOT WIDE BIKE TRAIL ON THE EAST SIDE ONLY, SO THAT THE ROADWAY SHALL BE 44-FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
WEST SIDE OF STREET						
HAE SUK HARDY 7416 SUMMITVIEW DR IRVING, TEXAS 75063	TR 16 Acs 0.4021 2257 Royal Ln	6551				NO ASSESSMENT DAMAGES PAID
11407 GOODNIGHT LANE 11407 GOODNIGHT LANE DALLAS, TEXAS 75229	TR 15	6551				NO ASSESSMENT DAMAGES PAID
EUI SUN CORPORATION 11425 GOODNIGHT LN DALLAS, TEXAS 75229	TR 14 Acs 0.3277	6551	100 FT PVMT 48 FT WALK 25 FT DRIVE	\$149.04 \$11.10 No Cost	\$14,904.00 \$532.80 <u>\$0.00</u>	
			TOTAL		\$15,436.80	
			ADJ PER ENHANCEMENT EVAL.		\$10,887.40	
			NET DUE BY OWNER			\$4,549.40
KORTEXAN LLC 1404 CANEEL CT IRVING, TEXAS 75060	13 Less Row Acs 0.6392 11433 Goodnight Ln	6551				NO ASSESSMENT DAMAGES PAID
WISCONSIN STREET INTERSECTS						
CITY OF DALLAS PPTY MGMT #203 320 E JEFFERSON BLVD DALLAS, TEXAS 75203	7 97X225 2265 Wisconsin St	6552				NO ASSESSMENT CITY OF DALLAS

GOODNIGHT LANE FROM ROYAL LANE TO WISCONSIN STREET TO HARCOURT STREET SHALL BE PAVED FROM CURB TO CURB WITH 11-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME TREATED SUBGRADE STABILIZATION; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 AND 6-FEET WIDE WHERE SPECIFIED; WITH A 10-FOOT WIDE BIKE TRAIL ON THE EAST SIDE ONLY, SO THAT THE ROADWAY SHALL BE 44-FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
EAST SIDE OF STREET						
HALE LIVING TRUST 9511 MOSS FARM LN DALLAS, TEXAS 75243	TR 8 Acs 0.3393 11454 Goodnight Ln	6552	155 FT PVMT 125 FT WALK 19.4 SY DR (20'Wide)	\$149.04 \$11.10 \$61.67	\$23,101.20 \$1,387.50 <u>\$1,196.40</u>	
			TOTAL		\$25,685.10	
			ADJ PER ENHANCEMENT EVAL.		\$19,959.15	
			NET DUE BY OWNER			\$5,725.95

WISCONSIN STREET INTERSECTS

GOODNIGHT

AMERICAN PROPERTY ACQUISITION LLC 5319 LYONCREST CT DALLAS, TEXAS 75287	1 Acs 0.1862 11438 Goodnight Ln	6550				NO ASSESSMENT EASEMENT INTERVENING
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AMERICAN PROPERTY ACQUISITION LLC 5319 LYONCREST CT DALLAS, TEXAS 75287	2 Acs 0.2034 75' FR Private Rd 11432 Goodnight Ln	6550				NO ASSESSMENT EASEMENT INTERVENING
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ALI BIJANNIA 11426 GOODNIGHT LN DALLAS, TEXAS 75229	3 & 4 Less Row Acs 0.3173	6550	125 FT PVMT 70 FT WALK 20 FT DRIVE 23.3 SY DR (25'Wide)	\$149.04 \$11.10 No Cost \$61.67	\$18,630.00 \$777.00 \$0.00 <u>\$1,436.91</u>	
			TOTAL		\$20,843.91	
			ADJ PER ENHANCEMENT EVAL.		\$15,589.96	
			NET DUE BY OWNER			\$5,253.95

GOODNIGHT LANE FROM ROYAL LANE TO WISCONSIN STREET TO HARCOURT STREET SHALL BE PAVED FROM CURB TO CURB WITH 11-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH LIME TREATED SUBGRADE STABILIZATION; WITH 6-INCH HIGH INTEGRAL CURBS; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 AND 6-FEET WIDE WHERE SPECIFIED; WITH A 10-FOOT WIDE BIKE TRAIL ON THE EAST SIDE ONLY, SO THAT THE ROADWAY SHALL BE 44-FEET IN WIDTH

OWNER	LOT(S)	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
METROCEL/GOODNIGHT						
JAMES E GRAYSON 6115 ANNAPOLIS LN DALLAS, TEXAS 75214	5 Acs 0.0551 11424 Goodnight Ln	6550				NO ASSESSMENT EASEMENT INTERVENING
TODD BROWN 820 S MACARTHUR BLVD STE 105 #221 COPPELL, TEXAS 75019	TR 5 Acs 0.5266 2303 Royal Ln	6550	181 FT PVMT 135 FT WALK 28.7 SY DR (32'Wide)	\$149.04 \$11.10 \$61.67	\$26,976.24 \$1,498.50 <u>\$1,769.93</u>	TOTAL ADJ PER ENHANCEMENT EVAL. NET DUE BY OWNER
					\$30,244.67 \$21,119.46	\$9,125.21

Goodnight Lane from Royal Lane to Wisconsin Street to Harcourt Street

Total Property Owners' Cost - Assessments	\$92,210.48	
Adjustments Per Enhancement Evaluation	\$67,555.97	
Net Due by Owners		\$24,654.51
Total City of Dallas' Cost - Paving	\$1,259,471.49	
Total City of Dallas' Cost - Drainage	\$157,523.00	
Total Water Utilities Department Cost Water and Wastewater Main Improvements	\$524,055.00	
Total City of Dallas' Cost		\$1,941,049.49
Total Cost of Improvements		\$1,965,704.00

SECTION 3. That where more than one person, firm or corporation owns an interest in any property above described, each said person, firm or corporation shall be personally liable for its, his or her pro rata of the total assessment against such property in proportion as its, his or her respective interest bears to the total ownership of such property, and its, his or her respective interest in such property may be released from the assessment lien upon payment of such proportionate sum.

SECTION 4. That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate of eight per centum (8.00%) per annum, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon the respective parcels of property against which the same are assessed, and a personal liability and charge against the real and true owners of such property, whether such owners be named herein or not, and the said liens shall be and constitute the first enforceable lien and claim against the property on which such assessments are levied, and shall be a first paramount lien thereon, superior to all other liens and claims except State, County, School District and City ad valorem taxes.

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 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.

SECTION 5. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof shall be enforced either by suit in any court having jurisdiction or by lien foreclosure.

SECTION 6. That for the purpose of evidencing the several sums payable by said property owners and the time and terms of payment, and to aid in the enforcement thereof, assignable certificates may be issued by the City of Dallas upon the completion and acceptance of the said work of improvement, which shall be executed by the Mayor, signing the same or by his facsimile signature impressed thereon, attested by the City Secretary, under the impress of the corporate seal, and shall be payable to the City of Dallas, or its assigns, which certificate shall declare the said amounts and the time and terms of payment thereof, and the said rate of interest payable thereof, and shall contain the name of the owner and the description of his property by Lot or Block

SECTION 6. (continued)

Number of front feet thereof, or such description as may otherwise identify the same by reference to any other fact, and if said property shall be owned by an estate, then the description thereof as so owned shall be sufficient.

And that the said certificates shall further provide that if default shall be made in the payment of any installment of principal or interest thereon, when due then at the option of the said City of Dallas being the owner and holder thereof, the whole of the said assessment shall at once become due and payable and shall be collectible with reasonable attorney's fees and costs if incurred.

And that the said certificates shall further set forth and evidence the said personal liability of the owner and the lien upon his premises and shall provide that if default shall be made in the payment thereof, the same may be enforced as above provided.

And the said certificates shall further recite that the proceedings with reference to making said improvements have been regularly in compliance with the terms of the applicable law, and that all prerequisites to the fixing of the lien and claims of personal liability evidenced by such certificates have been performed, which recitals shall be prima facie evidence of the facts so recited and no further proof thereof shall be required.

That the said certificates shall also provide that the amounts payable thereunder shall be paid to the City Controller of the City of Dallas, who shall credit said payments upon the said certificates, and shall immediately deposit the amounts so collected with the City Treasurer of the City of Dallas, to be kept and held by him in a special fund, which is hereby designated as Capital Assessments Fund and which payments shall be by the Treasurer paid to the said City of Dallas or other holder of the said certificates, on presentation thereof to him, duly credited by the City Controller the said credit by said City Controller being the Treasurer's Warranty for making such payment and the said City of Dallas or other holder of said certificate, shall receipt in writing to said Treasurer when paid in full, together with all costs of collection.

And that the said certificates shall further provide that the City of Dallas shall exercise all legal power, when requested so to do by the holder of said certificate, to aid in the collection thereof; but the City of Dallas shall in nowise be liable to the holder of said certificates in any manner for payment of the amount evidenced by the said certificates or for any costs or expense in the premises, or for any failure of the said City Council or any of its officers in connection therewith.

Full power to make and levy reassessments, and to correct mistakes, errors, invalidates or irregularities, either in the assessments or in the certificates issued in evidence thereof, is in accordance with the law in force in this City, vested in the City.

SECTION 7. That all assessments levied are a personal liability and charged against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

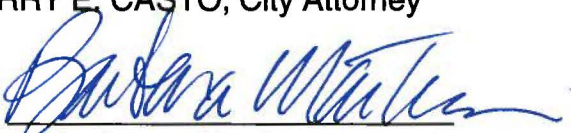
SECTION 8. That the assessments herein levied are made and levied under and by virtue of the terms, powers and provisions of an Act passed at the First Called Session of the Fortieth Legislature of the State of Texas, known as Chapter 106 of the Acts of said Session, with amendments thereto, now shown as Texas Transportation Code Annotated Section 311 and 313 (Vernon's 1996), which said law has been adopted as an alternative method for the construction of street improvements in the City of Dallas, Texas, by Chapter XX of the Charter of the City of Dallas.

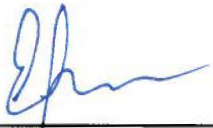
SECTION 9. That the assessments so levied are for the improvements in the particular unit or district upon which the property described abuts, and the assessments for the improvements in one unit or district are in nowise related to or connected with the improvements in any other unit or district, and in making assessments and in holding said hearing, the amounts assessed for improvements in one unit or district have been in nowise affected by any fact in anywise connected with the improvements or the assessments therefore in any other unit or district.

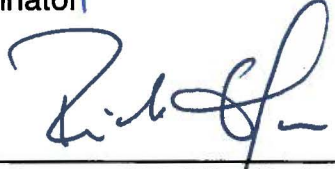
SECTION 10. That the City Manager, or his designee, is hereby authorized to execute releases of any paving assessment liens herein levied and assessed against the parcels of property and owners thereof, if same are fully paid, such releases to be approved as to form by the City Attorney and attested by the City Secretary.

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

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

BY 
Assistant City Attorney

Prepared by 
Project Coordinator

Approved by 
Director, Department of Public Works

February 28, 2018

WHEREAS, on January 10, 2018, City Council authorized street paving, drainage, water and wastewater main improvements and the public hearing by Resolution No. 18-0066; and

WHEREAS, on December 4, 2017 seven bids were received for street paving, drainage, water and wastewater main improvements for Goodnight Lane from Royal Lane to Wisconsin Street to Harcourt Street:

<u>Bidders</u>	<u>Bid Amount</u>
RKM Utility Services, Inc.	\$1,965,704.00
Texas Standard Construction	\$2,190,767.33
Tiseo Paving Co.	\$2,231,282.00
Ragle Inc.	\$2,344,624.35
MACVAL Associates LLC	\$2,599,214.30
Camino Construction, LP	\$2,799,919.00
HQS Construction, LLC	\$2,872,438.75

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign a construction contract with RKM Utility Services, Inc., approved as to form by the City Attorney, for the construction of street paving, drainage, water and wastewater main improvements for Goodnight Lane from Royal Lane to Wisconsin Street to Harcourt Street, in an amount not to exceed \$1,965,704.00, 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 \$1,965,704.00 to RKM Utility Services, Inc. in accordance with the terms and conditions of the contract, as follows:

Street and Transportation Improvements Fund
Fund 4T22, Department PBW, Unit U787, Activity THRF
Object 4510, Program PB06U787
Encumbrance/Contract No. CX PBW-2018-00004890
Vendor VS0000026242 \$1,441,649.00

February 28, 2018**SECTION 2.** (continued)

Water Construction Fund Fund 0102, Department DWU, Unit CW42, Object 3221, Program 718025X Encumbrance/Contract No. CX PBW-2018-00004890 Vendor VS0000026242	\$ 8,900.00
Water Capital Improvement Fund Fund 2115, Department DWU, Unit PW42 Object 4550, Program 718025 Encumbrance/Contract No. CX PBW-2018-00004890 Vendor VS0000026242	\$ 139,525.00
Wastewater Construction Fund Fund 0103, Department DWU, Unit CS42, Object 3222, Program 718026X Encumbrance/Contract No. CX PBW-2018-00004890 Vendor VS0000026242	\$ 3,550.00
Wastewater Capital Improvement Fund Fund 2116, Department DWU, Unit PS42 Object 4560, Program 718026 Encumbrance/Contract No. CX PBW-2018-00004890 Vendor VS0000026242	<u>\$ 372,080.00</u>
Total amount not to exceed	\$1,965,704.00

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

STRATEGIC PRIORITY:

Mobility Solutions, Infrastructure, and Sustainability

AGENDA DATE:

February 28, 2018

COUNCIL DISTRICT(S):

11

DEPARTMENT:

Department of Transportation

CMO:

Majed Al-Ghafry, 670-3302

MAPSCO:

15N

SUBJECT

A public hearing to receive comments to amend the City of Dallas Thoroughfare Plan to change the dimensional classification of Montfort Drive from Alpha Road to IH-635 from a special six-lane divided (SPCL 6D) roadway within 117 feet of right-of-way with 92 feet of pavement with bike lanes to a special four-lane divided (SPCL 4D) roadway within 80 feet of right-of-way with bicycle facilities; and at the close of the hearing, authorize an ordinance implementing the change - Financing: No cost consideration to the City

BACKGROUND

The Department of Transportation is requesting a Thoroughfare Plan Amendment to change the dimensional classification of Montfort Drive from Alpha Road to IH-635 to create a multimodal roadway that facilitates traffic calming through the Dallas Midtown Park and supports the Midtown development.

Currently, this segment of Montfort Drive operates as follows: (1) Montfort Drive between Alpha Road and Peterson Lane operates as a five-lane divided roadway, three-lanes southbound and two-lanes northbound, within 80 feet of right-of-way; and (2) Montfort Drive between Peterson Lane and IH-635 operates as a six-lane divided roadway, three-lanes southbound and three-lanes northbound, within 80 feet of right-of-way.

The proposed roadway design aligns with the amended 'Valley View - Galleria Area Plan', adopted by Council on May 22, 2013 by Resolution No. 13-0892. Partial funding for the Dallas Midtown Park was recently approved in the 2017 Bond. The Midtown Area Plan and the 'Dallas Midtown Park Vision' document envision the area as a pedestrian friendly neighborhood with a network of streets that support higher density and safe pedestrian and bicycle connectivity to the Dallas Midtown Park. The proposed project design includes bicycle facilities and enhanced sidewalks that align with the Dallas Complete Streets Manual recommendations.

BACKGROUND (continued)

The initial transportation analysis recommended maintaining Montfort Drive as a six-lane divided (SPCL 6D) roadway to accommodate the highest possible density at full buildout. In a series of meetings with stakeholders, developers and City staff from various departments, Department of Transportation staff have been made aware of several concerns related to the current designation of Montfort Drive, including: (1) setback requirements; (2) the impact of building a high-speed arterial that bisects the Dallas Midtown Park; and (3) the hardship of obtaining additional right-of-way. Staff supports a reduction in the designation to build a multi-modal roadway within the existing right-of-way. In addition, staff is currently exploring alternative mobility options including a People Mover System and autonomous vehicles. A People Mover Study has been initiated to explore the potential for serving internal circulation in the 'Valley View - Galleria Area Plan' geography, and connections to the planned Cotton Belt Corridor and existing DART light rail lines will be explored.

Staff recommends approval of an amendment to the City of Dallas Thoroughfare Plan to change the dimensional classification of Montfort Drive from Alpha Road to IH-635 from a special six-lane divided (SPCL 6D) roadway within 117 feet of right-of-way with 92 feet of pavement with bike lanes to a special four-lane divided (SPCL 4D) roadway within 80 feet of right-of-way with bicycle facilities.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 16, 2017, the City Plan Commission Thoroughfare Committee acted on this item and motioned to deny staff recommendation, based on the need for a more comprehensive evaluation of Montfort Drive and the Midtown Park.

On December 14, 2017, the City Plan Commission acted on this item and held this item until January 18, 2018.

On January 18, 2018, the City Plan Commission acted on this item and followed staff recommendation.

Information about this item will be provided to the Mobility Solutions, Infrastructure & Sustainability Committee on February 26, 2018.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached

Montfort Drive

IH-635 to Alpha Road

Council District: 11
MAPSCO: 15N



Thoroughfare Plan Amendment Map



