



**APRIL 23, 2008 CITY COUNCIL AGENDA  
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated April 23, 2008. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.

  
\_\_\_\_\_  
Mary K. Suhm  
City Manager

4-11-08  
Date

  
\_\_\_\_\_  
Edward Scott  
City Controller

4-11-08  
Date



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CITY SECRETARY  
DALLAS, TEXAS



# COUNCIL AGENDA

April 23, 2008

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DATE

(FOR GENERAL INFORMATION AND RULES OF COURTESY PLEASE SEE OPPOSITE SIDE.)

(LA INFORMACIÓN GENERAL Y REGLAS DE CORTESÍA QUE DEBEN OBSERVARSE  
DURANTE LAS ASAMBLEAS DEL CONSEJO MUNICIPAL APARECEN EN EL LADO OPUESTO, FAVOR DE LEERLAS.)

## General Information

The Dallas City Council regularly meets on Wednesdays beginning at 9:00 a.m. in the Council Chambers, 6th floor, City Hall, 1500 Marilla. Council agenda meetings are broadcast live on WRR-FM radio (101.1 FM) and on AT&T CityCable Channel 6B. Briefing meetings are held the first and third Wednesdays of each month. Council agenda (voting) meetings are held on the second and fourth Wednesdays. Anyone wishing to speak at a meeting should sign up with the City Secretary's Office by calling (214) 670-3738 before 9:00 a.m. on the meeting date. Citizens can find out the name of their representative and their voting district by calling the City Secretary's Office.

Sign interpreters are available upon request with a 48-hour advance notice by calling (214) 670-5208 V/TDD. The City of Dallas is committed to compliance with the Americans with Disabilities Act. **The Council agenda is available in alternative formats upon request.**

If you have any questions about this agenda or comments or complaints about city services, call 311.

## Rules of Courtesy

City Council meetings bring together citizens of many varied interests and ideas. To insure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, administrative staff, news media, citizens and visitors. These procedures provide:

- That no one shall delay or interrupt the proceedings, or refuse to obey the orders of the presiding officer.
- All persons should refrain from private conversation, eating, drinking and smoking while in the Council Chamber.
- Posters or placards must remain outside the Council Chamber.
- No cellular phones or audible beepers allowed in Council Chamber while City Council is in session.

"Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer, and the person shall be barred from further audience before the City Council during that session of the City Council. If the presiding officer fails to act, any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council shall require the presiding officer to act." Section 3.3(c) of the City Council Rules of Procedure.

## Informacion General

El Ayuntamiento de la Ciudad de Dallas se reúne regularmente los miércoles en la Cámara del Ayuntamiento en el sexto piso de la Alcaldía, 1500 Marilla, a las 9 de la mañana. Las reuniones informativas se llevan a cabo el primer y tercer miércoles del mes. Estas audiencias se transmiten en vivo por la estación de radio WRR-FM 101.1 y por cablevisión en la estación AT&T CityCable Canal 6B. El Ayuntamiento Municipal se reúne el segundo y cuarto miércoles del mes para tratar asuntos presentados de manera oficial en la agenda para su aprobación. Toda persona que desee hablar durante la asamblea del Ayuntamiento, debe inscribirse llamando a la Secretaría Municipal al teléfono (214) 670-3738, antes de las 9 de la mañana del día de la asamblea. Para enterarse del nombre de su representante en el Ayuntamiento Municipal y el distrito donde usted puede votar, favor de llamar a la Secretaría Municipal.

Intérpretes para personas con impedimentos auditivos están disponibles si lo solicita con 48 horas de anticipación llamando al (214) 670-5208 (aparato auditivo V/TDD). La Ciudad de Dallas se esfuerza por cumplir con el decreto que protege a las personas con impedimentos, *Americans with Disabilities Act*. **La agenda del Ayuntamiento está disponible en formatos alternos si lo solicita.**

Si tiene preguntas sobre esta agenda, o si desea hacer comentarios o presentar quejas con respecto a servicios de la Ciudad, llame al 311.

## Reglas de Cortesia

Las asambleas del Ayuntamiento Municipal reúnen a ciudadanos de diversos intereses e ideologías. Para asegurar la imparcialidad y el orden durante las asambleas, el Ayuntamiento ha adoptado ciertas reglas de cortesía que aplican a todos los miembros del Ayuntamiento, al personal administrativo, personal de los medios de comunicación, a los ciudadanos, y a visitantes. Estos reglamentos establecen lo siguiente:

- Ninguna persona retrasará o interrumpirá los procedimientos, o se negará a obedecer las órdenes del oficial que preside la asamblea.
- Todas las personas deben abstenerse de entablar conversaciones, comer, beber y fumar dentro de la cámara del Ayuntamiento.
- Anuncios y pancartas deben permanecer fuera de la cámara del Ayuntamiento.
- No se permite usar teléfonos celulares o enlaces electrónicos (*paggers*) audibles en la cámara del Ayuntamiento durante audiencias del Ayuntamiento Municipal.

"Los ciudadanos y visitantes presentes durante las asambleas del Ayuntamiento Municipal deben obedecer las mismas reglas de comportamiento, decoro y buena conducta que se aplican a los miembros del Ayuntamiento Municipal. Cualquier persona que haga comentarios impertinentes, utilice vocabulario obsceno o difamatorio, o que al dirigirse al Ayuntamiento lo haga en forma escandalosa, o si causa disturbio durante la asamblea del Ayuntamiento Municipal, será expulsada de la cámara si el oficial que esté presidiendo la asamblea así lo ordena. Además, se le prohibirá continuar participando en la audiencia ante el Ayuntamiento Municipal. Si el oficial que preside la asamblea no toma acción, cualquier otro miembro del Ayuntamiento Municipal puede tomar medidas para hacer cumplir las reglas establecidas, y el voto afirmativo de la mayoría del Ayuntamiento Municipal precisará al oficial que esté presidiendo la sesión a tomar acción." Según la sección 3.3(c) de las reglas de procedimientos del Ayuntamiento.



**AGENDA  
CITY COUNCIL MEETING  
WEDNESDAY, APRIL 23, 2008  
ORDER OF BUSINESS**

Agenda items for which individuals have registered to speak will be considered no earlier than the time indicated below:

9:00 a.m.      **INVOCATION AND PLEDGE OF ALLEGIANCE**

**OPEN MICROPHONE**

**MINUTES**

Item 1

**CONSENT AGENDA**

Items 2 - 64

**ITEMS FOR INDIVIDUAL CONSIDERATION**

No earlier  
than 9:30 a.m.

Items 65 - 68

**PUBLIC HEARINGS AND RELATED ACTIONS**

1:00 p.m.

Items 69 - 74

**NOTE:**    A revised order of business may be posted prior to the date of the council meeting if necessary.



**AGENDA**  
**CITY COUNCIL MEETING**  
**APRIL 23, 2008**  
**CITY OF DALLAS**  
**1500 MARILLA**  
**COUNCIL CHAMBERS, CITY HALL**  
**DALLAS, TEXAS 75201**  
**9:00 A. M.**

Invocation and Pledge of Allegiance (Council Chambers)

Agenda Item/Open Microphone Speakers

**VOTING AGENDA**

1. Approval of Minutes of the April 9, 2008 City Council Meeting

**CONSENT AGENDA**

**Aviation**

2. Authorize Memorandum of Agreement No. DTFASW-08-L-00138, to replace multiple lease agreements for navigation facilities, with the Federal Aviation Administration, at Dallas Love Field Airport - Financing: No cost consideration to the City
3. Authorize a professional services contract for the appraisal of leasable aviation use properties at Dallas Love Field and Dallas Executive Airport - ABS Aviation Consultancy, Inc. d/b/a Airport Business Solutions, lowest proposer of two - Not to exceed \$47,500 - Financing: Aviation Current Funds

**Business Development & Procurement Services**

4. Authorize a sixty-month service contract for Citywide recycling drop-off collection services - Champion Waste Services, LLC., lowest responsible bidder of two - Not to exceed \$1,022,740 - Financing: Current Funds (subject to annual appropriations)

CONSENT AGENDA (Continued)

**Business Development & Procurement Services** (Continued)

5. Authorize a thirty-six-month service contract for herbicide treatment of drainage channels within the Trinity River Levee System - Landmark Earth Services, LLC., lowest responsible bidder of two - Not to exceed \$299,430 - Financing: Current Funds (subject to annual appropriations)
6. Authorize a thirty-six-month service contract for lawn irrigation system maintenance, parts and labor for City-owned property - Good Earth, Inc., lowest responsible bidder of four - Not to exceed \$90,991 - Financing: Current Funds (subject to annual appropriations)
7. Authorize a twelve-month service contract for reflectorized pavement marking application - Striping Technology LP., lowest responsible bidder of three - Not to exceed \$124,800 - Financing: Current Funds (subject to annual appropriations)
8. Authorize a twenty-four-month master agreement for mobile concrete - Custom Crete/Custom Stone in the amount of \$4,751,910, and Southern Star Concrete, Inc. in an amount of \$2,191,440, lowest responsible bidders of two - Total not to exceed \$6,943,350 - Financing: Current Funds (\$3,284,125), Water Utilities Current Funds (\$3,659,225)

**City Attorney's Office**

9. Authorize settlement of a claim filed by Cayetano Guzman, Claim No. 06163489 - Not to exceed \$8,000 - Financing: Current Funds
10. Authorize a professional services contract with Jacobs Carter Burgess, Inc., for consulting services necessary to evaluate the claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975 - \$61,300 - Financing: Current Funds
11. Authorize a professional services contract with Halff Associates, Inc. for consulting services necessary to evaluate the claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975 - \$104,335 - Financing: Current Funds (\$77,291) and 2003 Bond Funds (27,044)

**Code Compliance**

12. Authorize moving expense and replacement housing payments for homeowner, Roena Mozelle Clem, as a result of an order to vacate and demolish by the Urban Rehabilitation Standards Board - Not to exceed \$77,700 - Financing: 2007-08 Community Development Grant Funds
13. Authorize a replacement housing payment and disbursement of funds from the SHARE Program for homeowner, Betty Hooks Davis, as a result of an order to vacate and demolish by the Urban Rehabilitation Standards Board - Not to exceed \$87,500 - Financing: 2001-02 Community Development Grant Funds (\$65,000) and 2007-08 Community Development Grant Funds (\$22,500)

CONSENT AGENDA (Continued)

**Code Compliance** (Continued)

14. Authorize a replacement housing payment for homeowners, Frank and Minnie Simmons, as a result of an order to vacate and demolish by the Urban Rehabilitation Standards Board - Not to exceed \$78,900 - Financing: 2007-08 Community Development Grant Funds
15. Authorize moving expense and replacement housing payments for Jesse Edward Lewis in the Cadillac Heights Neighborhood as a result of an official written offer of just compensation to purchase real property for the new Dallas Police Academy - Not to exceed \$41,090 - Financing: 2003 Bond Funds

**Communication and Information Services**

16. Authorize an increase in the contract amount for one additional month for the final hosting and support services, in support of converting the Human Resources Information System from USinternetworking, Inc. to the City of Dallas Communication and Information Services Department - Not to exceed \$45,152, from \$711,608 to \$756,760 - Financing: Current Funds

**Department of Development Services**

17. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Roger Reyna and Rosa Reyna of approximately 3,009 square feet of unimproved land located at the intersection of Cadiz Street and Industrial Boulevard for the Cadiz Pump Station Improvement Project - \$1,353 - Financing: Water Utilities Capital Construction Funds
18. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Shero Industrial Properties, L.P., of approximately 567 square feet of unimproved land located at the intersection of Cadiz Street and Industrial Boulevard for the Cadiz Pump Station Improvement Project - \$1,786 - Financing: Water Utilities Capital Construction Funds
19. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Darrel R. Stephens and Dimple M. Stephens of approximately 109,916 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$37,845 - Financing: Water Utilities Capital Construction Funds
20. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Mehdi Mahdavi and Jackie Mahdavi of approximately 14,600 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$175,000 - Financing: Water Utilities Capital Construction Funds

CONSENT AGENDA (Continued)

**Department of Development Services** (Continued)

21. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Wanda True, of approximately 28,480 square feet of land located near the intersection of Lakeland Drive and Arturo Road for the Ash Creek Drainage Project - \$121,500 - Financing: 2003 Bond Funds
22. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Marjorie Jane Catlin Walter, aka Jane C. Walter, Individually and as Trustee of the Jane C. Walter Revocable Trust, Mary Elaine Walter and Peter Martin Walter, Successor Trustees of the Jane C. Walter Revocable Trust, Emily Catlin Levorsen, aka Emily C. Levorsen, Individually and as Trustee of The Levorsen Living Trust and James K. Levorsen as Trustee of The Levorsen Living Trust of approximately 24,219 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$13,900 - Financing: Water Utilities Capital Construction Funds
23. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Hwy. 205 Farm, Ltd., of a total of approximately 33 acres of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$460,159 - Financing: Water Utilities Capital Construction Funds
24. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from John Mark Collins, William M. Collins and Richard D. Newton, of approximately 193,310 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$66,570 - Financing: Water Utilities Capital Construction Funds
25. An ordinance abandoning portions of fire lane and water line easements to DP Apartments, LP, the abutting owner, containing approximately 16,105 square feet of land, located near the intersection of Cedar Springs Road and Wycliff Avenue and authorizing the quitclaim - Revenue: \$5,400 plus the \$20 ordinance publication fee

**Environmental & Health Services**

26. Authorize **(1)** the acceptance of a Shelter Plus Care Grant from the U.S. Department of Housing and Urban Development in the amount of \$86,160 to provide sponsor-based rental assistance for permanent housing for homeless veterans with disabilities for the period October 1, 2008 through September 30, 2009; **(2)** a contract with Operation Relief Center, Inc. to provide sponsor-based rental assistance; and **(3)** execution of the grant agreement - Not to exceed \$86,160 - Financing: U.S. Department of Housing and Urban Development Grant Funds

CONSENT AGENDA (Continued)**Environmental & Health Services (Continued)**

27. Authorize **(1)** the acceptance of a Shelter Plus Care Grant from the U.S. Department of Housing and Urban Development to provide tenant based rental assistance for permanent housing and supportive services for homeless persons with disabilities for the period October 1, 2008 through September 30, 2009; and **(2)** execution of the grant agreement - Not to exceed \$879,960 - Financing: U.S. Department of Housing and Urban Development Grant Funds
28. Authorize **(1)** the acceptance of a Shelter Plus Care Grant from the U.S. Department of Housing and Urban Development to provide tenant based rental assistance for permanent housing for homeless persons with disabilities for the period May 1, 2008 through April 30, 2009; and **(2)** execution of the grant agreement - Not to exceed \$458,760 - Financing: U.S. Department of Housing and Urban Development Grant Funds
29. Authorize **(1)** the third twelve-month renewal option to the contract with the U.S. Department of Housing and Urban Development for the Shelter Plus Care Grant which provides rental assistance funds to be distributed by the Dallas Housing Authority for single room occupancy of homeless persons with HIV/AIDS at Hillcrest House located at 834 North Marsalis for the period May 12, 2008 through May 11, 2009; and **(2)** execution of the agreement - Total not to exceed \$371,712 - Financing: U.S. Department of Housing and Urban Development Grant Funds

**Equipment & Building Services**

30. Authorize a contract for improvements at Dallas City Hall located at 1500 Marilla Street including renovation at L1-Green entrance, installation of audio/visual monitor in the main lobby, and construction of gates at each end of Marilla Street - Mart, Inc., lowest responsible bidder of three - \$373,444 - Financing: Current Funds
31. Authorize a contract for elevator repairs at the Fair Park Music Hall located at 909 First Avenue - EMR Elevator, Inc., lowest responsible bidder of three - \$111,127 - Financing: Capital Construction Funds (\$29,305) and the Majestic Theater Gift and Trust Funds (\$81,822)

**African American Museum at Fair Park**

32. \* Authorize a contract for replacement of the roof, water infiltration repairs and drainage grading at the African American Museum located at Fair Park, 3536 Grand Avenue - Castro Roofing of Texas, L.P., lowest responsible bidder of two - \$497,000 - Financing: 2006 Bond Funds
33. \* Authorize a contract for heating, ventilation and air conditioning improvements at the African American Museum located at Fair Park, 3536 Grand Avenue - Decker Mechanical, Inc., lowest responsible bidder of three - \$788,751 - Financing: 2006 Bond Funds

CONSENT AGENDA (Continued)**Fair Housing**

34. Authorize an amendment to the 2007-08 Fair Housing Assistance Program award from the U.S. Department of Housing and Urban Development to increase the award for the purpose of staff attending training related to the National Policy Conference - Not to exceed \$8,500, from \$204,400 to \$212,900 - Financing: U.S. Department of Housing and Urban Development, Fair Housing Assistance Program Comprehensive Funding Approach Grant Funds

**Housing**

35. Authorize acceptance of payment in the amount of \$6,000 in lieu of providing an affordable house on the property at 804 Beckley Avenue obtained under the HB110 process through the Land Transfer Program and authorize release of reverter and termination of deed restrictions - Revenue: \$6,000
36. Authorize acquisition of two parcels improved with vacant single-family residences at 2500 St. Clair Drive and 2513 St. Clair Drive for the proposed Bexar Street Redevelopment Project which is being implemented as part of the Neighborhood Investment Program (list attached) - \$50,500, including estimated closing costs - Financing: 2006 Bond Funds
37. Authorize **(1)** approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by East Dallas Community Organization for the construction of affordable houses, **(2)** the sale of 11 vacant lots from Dallas Housing Acquisition and Development Corporation to East Dallas Community Organization; and, **(3)** execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any (list attached) - Financing: No cost consideration to the City
38. Authorize **(1)** approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by East Dallas Community Organization for the construction of affordable houses, **(2)** the sale of 13 vacant lots from Dallas Housing Acquisition and Development Corporation to East Dallas Community Organization; and, **(3)** execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any (list attached) - Financing: No cost consideration to the City
39. Authorize **(1)** approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by Sphinx Development Corporation for the construction of affordable houses, **(2)** the sale of 6 vacant lots from Dallas Housing Acquisition and Development Corporation to Sphinx Development Corporation; and, **(3)** execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any (list attached) - Financing: No cost consideration to the City



CONSENT AGENDA (Continued)**Housing (Continued)**

40. Authorize **(1)** the acceptance of amended proposal from Builders of Hope Community Development Corporation for the development of 6 tracts of unimproved land obtained under the surplus process through the Land Transfer Program, and **(2)** a time extension for the development and execution of a Correction Quitclaim Deed and amended Deed Restrictions (list attached) - Financing: No cost consideration to the City
41. Authorize **(1)** the acceptance of amended proposals from Texas Heavenly Homes, Ltd. for the development of 3 unimproved properties obtained under the non-tax lien process through the Land Transfer Program, and **(2)** a time extension for the development and execution of amended Deed Restrictions (list attached) - Financing: No cost consideration to the City
42. Authorize **(1)** the acceptance of an amended proposal from Builders of Hope Community Development Organization for the development of 1 unimproved property located at 1715 Pueblo obtained under the HB110 process through the Land Transfer Program, and **(2)** a time extension for the development and amended Deed Restrictions - Financing: No cost consideration to the City
43. Authorize **(1)** the release of non-tax City liens against 2 privately held vacant properties located at 433 Sparks Avenue and 505 Sparks Avenue, in exchange for Texas Heavenly Homes, Ltd. providing an unsecured promissory note in the amount of the non-tax liens, estimated to be \$1,421 for the property at 433 Sparks Avenue and \$3,130 for the property at 505 Sparks Avenue, paying all delinquent taxes, penalties and interest on the properties, and providing affordable housing on each property for low-income households in accordance with the City's Land Transfer Policy and Program Statement, and **(2)** an exception to the City's Land Transfer Policy and Program Statement extending the development period from 2 years to 4 years of release of non-tax liens - Estimated revenue foregone: \$4,551
44. Authorize **(1)** an amendment to Resolution No. 07-3306 previously approved on November 12, 2007, to provide that the maximum \$87,500 Reconstruction/SHARE loan may include an amenities package; and **(2)** the reconstruction on-site of 9 homes in accordance with the Reconstruction/SHARE Program Statement requirements for homeowners and properties (list attached) - Total not to exceed \$781,880 - Financing: 2000-2001 Home Funds (\$87,499), 2005-2006 HOME Funds (\$276,375), 2006-2007 HOME Funds (\$216,355), 2007-2008 HOME Funds (\$172,280), 2006-2007 Community Development Grant Funds (\$29,371)

**Office of Environmental Quality**

45. Authorize **(1)** the acceptance of a grant from The Sue Pope Fund in the amount of \$150,000 for the purpose of linking green building techniques with affordable housing initiatives to construct highly efficient green homes under the Dallas Sustainable Skylines Initiative, and **(2)** execution of the grant agreement - Not to exceed \$150,000 - Financing: The Sue Pope Fund

CONSENT AGENDA (Continued)

**Office of Environmental Quality** (Continued)

46. Authorize **(1)** the acceptance of a grant from The Sue Pope Fund in the amount of \$325,000 for the purpose of facilitating the replacement of existing taxis in the Dallas-Fort Worth region with very low emitting vehicles under the Dallas Sustainable Skylines Initiative, and **(2)** execution of the grant agreement - Not to exceed \$325,000 - Financing: The Sue Pope Fund
47. Authorize **(1)** the acceptance of a grant from The Sue Pope Fund in the amount of \$45,000 for the purpose of hosting an event entitled, "Mow Down Air Pollution" where citizens can trade their gas-powered mowers for clean-running electric mowers at a discounted rate, and **(2)** execution of the grant agreement - Not to exceed \$45,000 - Financing: The Sue Pope Fund

**Office of Financial Services**

48. Authorize an amendment to the contract with U. S. Bank National Association to extend the term of the contract for a two-year period from May 1, 2008 through April 30, 2010 - Financing: No cost consideration to the City
49. Authorize the preparations of plans for issuance in an amount not to exceed \$170,000,000 in Waterworks and Sewer System Revenue Refunding Bonds, Series 2008 - Financing: This action has no cost consideration to the City

**Park & Recreation**

50. Authorize a contract for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park located at 3212 North Winnetka Avenue - MetalMan Design/Build Corporation, best value proposer of five - Not to exceed \$338,255 - Financing: 2003 Bond Funds
51. Authorize a contract for the installation of a new playground at Arcadia Park located at 5516 Arcadia Drive - Henneberger Construction, Inc., lowest responsible bidder of three - Not to exceed \$234,656 - Financing: 2003 Bond Funds
52. Authorize a professional services contract with ArchiTexas - Architecture, Planning and Historic Preservation, Inc. for topographic survey and schematic design through construction administration services for the restoration of the historic park elements in the neighborhood park at Stevens Park located at 1005 North Montclair Avenue - \$139,705 - Financing: 2003 Bond Funds
53. Authorize a professional services contract with CEI Engineering Associates, Inc. for topographic survey and schematic design through construction administration services for erosion control along the creek, playground, and connecting walks at Westhaven Park located at 4600 Lynnacre Drive - \$53,675 - Financing: 2006 Bond Funds

CONSENT AGENDA (Continued)**Park & Recreation (Continued)**

54. Authorize a professional services contract with Lopez Garcia Group for topographic survey, master plan, and schematic design through bidding services for an off-leash dog park, plaza, parking, sidewalks, and trails located in far North Dallas at 4911 Haverwood Lane on Dallas Water Utilities-owned property to be managed by the Park and Recreation Department - \$78,470 - Financing: 2003 Bond Funds (\$32,961) and 2006 Bond Funds (\$45,509)

**Police**

55. Authorize application for the continuation of the Commercial Auto Theft Interdiction Squad/16 grant to provide a specialized proactive automobile burglary and theft program from the Texas Automobile Burglary & Theft Prevention Authority for the period September 1, 2008 through August 31, 2009 - Not to exceed \$506,250 (local match in an amount not to exceed \$101,250 of all expenses will be required if awarded and in-kind contributions in the amount of \$516,681 will be contributed by the Dallas Police Department) - Financing: No cost consideration to the City

**Public Works & Transportation**

56. Authorize a professional services contract with EJES, Inc. for engineering design services for the reconstruction of Pearl Street from Commerce Street to Live Oak Street - \$274,058 - Financing: 2006 Bond Funds (\$264,713) and Water Utilities Capital Construction Funds (\$9,345)
57. Authorize a professional services contract with Lim & Associates, Inc. for the engineering design of 6 erosion control improvements (list attached) - \$97,647 - Financing: 2006 Bond Funds
58. Authorize a professional services contract with Urban Engineers Group, Inc. for the engineering design of street, alley and drainage infrastructure improvements for Project Group 06-3009 (list attached) - \$201,730 - Financing: 2003 Bond Funds (\$168,140) and Water Utilities Capital Construction Funds (\$33,590)
59. Authorize an increase in the contract with CORE Construction Services of Texas, Inc. to provide modifications to the scope of work to include the addition of an audio-visual system modifications to the concrete pavement to comply with accessibility standards, modification of structural steel framing for the Black Box theater, and the addition of interior lighting for the Bachman Lake Branch Library to be located at 9480 Webb Chapel Road - \$61,246, from \$4,169,087 to \$4,230,333 - Financing: 2003 Bond Funds
60. Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation to provide cost reimbursement for traffic signal improvements on Montfort Drive at Alpha Road and Peterson Lane in an amount not to exceed \$88,306; and **(2)** a local match in an amount not to exceed \$22,077 - Not to exceed \$110,383 - Financing: Texas Department of Transportation Grant Funds (\$88,306) and Current Funds (\$22,077)

CONSENT AGENDA (Continued)

**Public Works & Transportation (Continued)**

61. Authorize **(1)** street paving, storm drainage, water and wastewater main improvements for Street Group 03-447 to provide 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 **(2)** a benefit assessment hearing to be held on June 11, 2008, to receive comments (list attached) - Financing: No cost consideration to the City
62. Authorize **(1)** Supplemental Agreement No. 7 to the contract with HNTB Corporation to provide design services, preparation of construction documents, construction administration and resident project representative for the runway safety area enhancements and taxiway reconstruction at Dallas Love Field in the amount of \$1,289,847, from \$1,783,821 to \$3,073,668; and **(2)** establish appropriations in the Aviation Airport Improvement Program Grant Fund in the amount of \$1,289,847 - Total not to exceed \$1,289,847 - Financing: Aviation Capital Construction Funds (\$138,332); Aviation Passenger Facility Charge Funds (\$184,130); and Federal Aviation Administration Airport Improvement Program Grant Funds (\$967,385)

**Trinity River Corridor Project**

63. Authorize a contract with Encino Landscape, Incorporated for the construction of an open air pavillion, pedestrian bridge, walkways and landscaping for the Moore Park Gateway, Phase 1 of the Trinity River Corridor Project - \$924,062 - Financing: 1998 Bond Funds

**Water Utilities**

64. Authorize the City Manager to apply for Lake Ray Hubbard water use permit, to submit related application materials and authorize associated application fees - Not to exceed \$49,826 - Financing: Water Utilities Current Funds

ITEMS FOR INDIVIDUAL CONSIDERATION

**City Secretary's Office**

65. Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)
66. Consideration and appointment of members to the Dallas Area Rapid Transit (DART) Board for Place 2 and Place 4 (Closed Session, if necessary, Personnel, Sec. 551.074, T.O.M.A) (List of nominees is available in the City Secretary's Office)

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

ITEMS FOR FURTHER CONSIDERATION

**Department of Development Services**

67. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, of two tracts of unimproved land containing a total of approximately 20,376 square feet located near the intersection of Cadiz and Industrial Streets for the Cadiz Pump Station Improvement Project (list attached) - \$181,717 - Financing: Water Utilities Capital Improvement Funds
68. A resolution authorizing advertisement for lease with an option to purchase by sealed bid of approximately 23,670 square feet of City-owned land, improved with a former library located near the intersection of Hampton Road and Illinois Avenue - Financing: No cost consideration to the City

PUBLIC HEARINGS AND RELATED ACTIONS

**Department of Development Services**

ZONING CASES - CONSENT

69. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for vehicle or engine repair and maintenance use on property zoned Subdistrict 3 within Planned Development District No. 533, the C.F. Hawn Special Purpose District, on the northeast side of C.F. Hawn Freeway, south of Lake June Road  
Recommendation of Staff: Denial  
Recommendation of CPC: Approval for a one-year time period with eligibility for automatic renewal for one additional one-year time period, subject to a site plan and conditions  
Z067-225(JH)

ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL

70. A public hearing to receive comments regarding an application for and an ordinance granting an MU-3 Mixed Use District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an MU-2-D Mixed Use District with the D Dry Liquor Control overlay on the northeast corner of Josey Lane and Forest Lane  
Recommendation of Staff and CPC: Approval, subject to deed restrictions volunteered by the applicant and retention of the Dry Liquor Control Overlay  
Z078-150(MAW)  
Note: This case was considered by the City Council at a public hearing on April 9, 2008, and was taken under advisement until April 23, 2008, with the public hearing open.

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)**Department of Development Services (Continued)**ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL (Continued)

71. A public hearing to receive comments regarding an application for an MF-1(A) Multifamily District on property zoned an MF-2(A) Multifamily District and an R-7.5(A) Single Family District on the east side of St. Augustine Drive, north of Bruton Road  
Recommendation of Staff: Approval, subject to deed restrictions volunteered by the applicant  
Recommendation of CPC: Denial  
Z078-115(MAW)  
Note: This item was considered by the City Council at a public hearing on March 26, 2008, and was taken under advisement until April 23, 2008, with the public hearing open.
72. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for retail uses, certain IM Industrial Manufacturing District uses and certain IR Industrial Research District Uses, on property zoned an IR Industrial Research District on the northeast corner of Simpson Stuart Road and Interstate 45  
Recommendation of Staff and CPC: Approval, subject to a conceptual plan and conditions  
Z056-311(OTH)  
Note: This case was considered by the City Council at public hearings on February 13 and March 26, 2008, and was taken under advisement until April 23, 2008, with the public hearing open.

## MISCELLANEOUS HEARINGS

**Department of Development Services**

73. A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by 7-Eleven, Inc. located near the intersection of Sunnyvale Street and Ledbetter Drive and adjacent street rights-of-way, and an ordinance authorizing support of the issuance of a municipal setting designation to 7-Eleven, Inc. by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water  
Recommendation of Staff: Approval
74. A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by LG Magnolia, LP located near the intersection of McKinney Avenue and Magnolia Street and adjacent street rights-of-way, and an ordinance authorizing support of the issuance of a municipal setting designation to LG Magnolia, LP by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water  
Recommendation of Staff: Approval

**Bexar Street Redevelopment Project**  
Agenda Item #36

<b><u>Parcel No.</u></b>	<b><u>Owner</u></b>	<b><u>Property Address</u></b>	<b><u>Offer Amount</u></b>	<b><u>Mapsco</u></b>	<b><u>Council District</u></b>
B16	Enrique Hernandez	2500 St. Clair Drive	\$22,000	56G	7
B8	Eliza Investments, LP	2513 St. Clair Drive	\$24,500	56G	7

**Land Bank (DHADC) Sale of Lots  
to East Dallas Community Organization**  
Agenda Item #37

	<b><u>Property Address</u></b>	<b><u>Mapsco</u></b>	<b><u>Council District</u></b>	<b><u>Sales Price</u></b>
1.	1422 Claude	55F	4	\$4,045.73
2.	1339 Claude	55F	4	\$4,863.68
3.	728 Fernwood	55E	4	\$5,561.93
4.	1215 Grant	55F	4	\$4,045.73
5.	1309 Grant	55F	4	\$4,138.83
6.	1423 Harlandale	55J	4	\$4,351.63
7.	1352 Hendricks	55K	4	\$4,045.73
8.	734 South Moore	55F	4	\$4,045.73
9.	1414 Padgitt	55F	4	\$4,045.73
10.	1035 Strickland	55K	4	\$4,045.73
11.	635 Woodbine	55F	4	\$4,165.43
			<b>Total</b>	<b>\$47,355.88</b>



**Land Bank (DHADC) Sale of Lots  
to East Dallas Community Organization**  
Agenda Item #38

	<b><u>Property Address</u></b>	<b><u>Mapsc</u></b>	<b><u>Council District</u></b>	<b><u>Sales Price</u></b>
1.	523 Avenue H	55G	7	\$3,846.84
2.	406 Bonnie View	55G	7	\$3,846.84
3.	438 Bonnie View	55G	7	\$3,846.84
4.	1011 Bonnie View	55L	7	\$4,055.92
5.	618 South Corinth	55F	7	\$3,846.84
6.	535 Crete	55G	7	\$3,846.84
7.	424 Faulk	55G	7	\$3,846.84
8.	508 Faulk	55G	7	\$3,846.84
9.	532 Faulk	55G	7	\$4,026.39
10.	544 Faulk	55G	7	\$3,846.84
11.	836 Hutchins	55L	7	\$3,846.84
12.	1002 Signet	55L	7	\$4,117.10
13.	1006 Signet	55L	7	\$3,846.84
			<b>Total</b>	<b>\$50,667.81</b>

**Land Bank (DHADC) Sale of Lots  
to Sphinx Development Corporation**  
Agenda Item #39

	<b><u>Property Address</u></b>	<b><u>Mapsco</u></b>	<b><u>Council District</u></b>	<b><u>Sales Price</u></b>
1.	315 Avenue A	55F	4	\$3,518.84
2.	331 Avenue A	55F	4	\$3,518.84
3.	427 Avenue A	55F	4	\$3,518.84
4.	431 Avenue A	55F	4	\$3,518.84
5.	1409 Doyle	55F	4	\$3,518.84
6.	1419 Doyle	55F	4	\$3,518.84
		<b>Total</b>		<b>\$21,113.04</b>

**Builders of Hope Community Development  
Corporation Properties Extension**  
Agenda Item #40

<b><u>Parcel</u></b>	<b><u>Property</u></b>	<b><u>Council District</u></b>
1.	2200 Iroquois	6
2.	5200 Fannie	6
3.	2202 Ingersoll	6
4.	2123 Ingersoll	6
5.	2005 Ingersoll	6
6.	2006 Ingersoll	6

**Texas Heavenly Homes, Ltd.**  
**Unimproved Properties**  
Agenda Item #41

<b><u>Parcel</u></b>	<b><u>Property</u></b>	<b><u>Council District</u></b>
1.	511 North Denley	7
2.	432 North Denley	7
3.	410 Sparks	7

**Reconstruction List**  
Agenda Item #44

<b><u>Property Address</u></b>	<b><u>Homeowner</u></b>	<b><u>Council District</u></b>	<b><u>Amount Funded</u></b>
1714 South Denley Drive	Martha Polk	4	\$87,500
4034 Kostner Avenue	Pearlie Willis	4	\$87,500
2302 Stovall Drive	Earnestine Graham	4	\$86,500
1507 Rowan Avenue	Hector & Florinda Martinez	7	\$87,500
1427 Barry Avenue	Ella Mae Seaton	7	\$87,500
2024 Bickers Street	Antoinette Walker	3	\$86,500
709 Bluewood Drive	Sandra Cornell	8	\$87,500
2950 Marjorie Avenue	Theartis Brown	5	\$86,500
1425 Rowan Avenue	Doris Malone	7	\$84,880

**Professional Services Contract for Erosion Control Improvements**  
Agenda Item #57

<b><u>Location</u></b>	<b><u>Council District</u></b>	<b><u>Firm</u></b>	<b><u>Amount</u></b>
4518 Dove Creek Way	5	Lim & Associates	\$11,754.00
3223 South Hampton Road	3	Lim & Associates	\$19,124.00
3417 Holliday Drive	3	Lim & Associates	\$14,211.00
3429 Holliday Drive	3	Lim & Associates	\$14,211.00
3509 Holliday Drive	3	Lim & Associates	\$26,347.00
3529 Holliday Drive	3	Lim & Associates	\$12,000.00

**Professional Services Contract for Project Group 06-3009**  
Agenda Item #58

	<b><u>Council District</u></b>	<b><u>Firm</u></b>	<b><u>Amount</u></b>
<b><u>Street Reconstruction</u></b>			
Bealls Street from Dolphin Road to alley between Silver Avenue to Dolphin Street	7	Urban Engineers Group, Inc.	\$27,696
Detonte Street from Dolphin Road to Silver Avenue	7	Urban Engineers Group, Inc.	\$29,903
Mingo Street from Dolphin Road to Silver Avenue	7	Urban Engineers Group, Inc.	\$39,125
Silver Avenue from Haskell Avenue to Dead End	7	Urban Engineers Group, Inc.	\$55,330
Alley between Silver Avenue and Dolphin Road from Haskell Avenue to Detonte Street	7	Urban Engineers Group, Inc.	\$16,086

**Street Group 03-447**  
Agenda Item #61

<b><u>Project</u></b>	<b><u>Limits</u></b>	<b><u>Council District</u></b>
West Brooklyn Avenue	from South Edgefield Avenue to South Winnetka Avenue	1
West 9th Street	from North Westmoreland Road to North Ravinia Drive	1



A closed executive session may be held if the discussion of any of the above agenda items concerns one of the following:

1. Contemplated or pending litigation, or matters where legal advice is requested of the City Attorney. Section 551.071 of the Texas Open Meetings Act.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.072 of the Texas Open Meetings Act.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.073 of the Texas Open Meetings Act.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Section 551.074 of the Texas Open Meetings Act.
5. The deployment, or specific occasions for implementation of security personnel or devices. Section 551.076 of the Texas Open Meetings Act.
6. Deliberations regarding Economic Development negotiations. Section 551.087 of the Texas Open Meetings Act.



## AGENDA DATE April 23, 2008

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			All	V	NA	NA	NA	NA	Approval of Minutes of April 9, 2008 City Council Meeting
2			14	C	AVI	NC	NA	NA	Authorize Memorandum of Agreement No. DTFASW-08-L-00138, to replace multiple lease agreements for navigation facilities, with the Federal Aviation Administration, at Dallas Love Field Airport
3			8, 14	C	AVI	\$47,500.00	0.00%	16.84%	Authorize a professional services contract for the appraisal of leasable aviation use properties at Dallas Love Field and Dallas Executive Airport
4			All	C	PBD, SAN	\$1,022,740.00	100.00%	0.00%	Authorize a sixty-month service contract for Citywide recycling drop-off collection services
5			1, 2, 3, 4, 5, 6, 7, 8, 9	C	PBD, STS	\$299,430.00	100.00%	0.00%	Authorize a thirty-six-month service contract for herbicide treatment of drainage channels within the Trinity River Levee System
6			All	C	PBD, FIR, PKR	\$90,990.62	100.00%	0.00%	Authorize a thirty-six-month service contract for lawn irrigation system maintenance, parts and labor for City-owned property
7			All	C	PBD, PWT	\$124,800.00	0.00%	0.00%	Authorize a twelve-month service contract for reflectorized pavement marking application
8			All	C	PBD, STS, WTR	\$6,943,350.00	94.31%	17.99%	Authorize a twenty-four-month master agreement for mobile concrete
9			N/A	C	ATT, SAN	\$8,000.00	NA	NA	Authorize settlement of a claim filed by Cayetano Guzman, Claim No. 06163489
10			N/A	C	ATT, PWT	\$61,300.00	100.00%	0.00%	Authorize a professional services contract with Jacobs Carter Burgess, Inc., for consulting services necessary to evaluate the claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975
11			All	C	ATT, PWT	\$104,335.00	100.00%	0.00%	Authorize a professional services contract with Halff Associates, Inc. for consulting services necessary to evaluate the claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975
12			3	C	CCS	\$77,700.00	NA	NA	Authorize moving expense and replacement housing payments for homeowner, Roena Mozelle Clem, as a result of an order to vacate and demolish by the Urban Rehabilitation Standards Board
13			4	C	CCS, HSG	\$87,500.00	NA	NA	Authorize a replacement housing payment and disbursement of funds from the SHARE Program for homeowner, Betty Hooks Davis, as a result of an order to vacate and demolish by the Urban Rehabilitation Standards Board
14			4	C	CCS	\$78,900.00	NA	NA	Authorize a replacement housing payment for homeowners, Frank and Minnie Simmons, as a result of an order to vacate and demolish by the Urban Rehabilitation Standards Board
15			2	C	CCS, PWT	\$41,090.00	NA	NA	Authorize moving expense and replacement housing payments for Jesse Edward Lewis in the Cadillac Heights Neighborhood as a result of an official written offer of just compensation to purchase real property for the new Dallas Police Academy
16			N/A	C	CIS	\$45,152.00	NA	NA	Authorize an increase in the contract amount for one additional month for the final hosting and support services, in support of converting the Human Resources Information System from USinternetworking, Inc. to the City of Dallas Communication and Information Services Department
17			2	C	DDS, WTR	\$1,353.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Roger Reyna and Rosa Reyna of approximately 3,009 square feet of unimproved land located at the intersection of Cadiz Street and Industrial Boulevard for the Cadiz Pump Station Improvement Project
18			2	C	DDS, WTR	\$1,786.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Shero Industrial Properties, L.P., of approximately 567 square feet of unimproved land located at the intersection of Cadiz Street and Industrial Boulevard for the Cadiz Pump Station Improvement Project
19			Outside	C	DDS, WTR	\$37,845.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Darrel R. Stephens and Dimple M. Stephens of approximately 109,916 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline
20			Outside	C	DDS, WTR	\$175,000.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Mehdi Mahdavi and Jackie Mahdavi of approximately 14,600 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline
21			7	C	DDS	\$121,500.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Wanda True, of approximately 28,480 square feet of land located near the intersection of Lakeland Drive and Arturo Road for the Ash Creek Drainage Project

## AGENDA DATE April 23, 2008

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
22			Outside	C	DDS, WTR	\$13,900.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Marjorie Jane Catlin Walter, aka Jane C. Walter, Individually and as Trustee of the Jane C. Walter Revocable Trust, Mary Elaine Walter and Peter Martin Walter, Successor Trustees of the Jane C. Walter Revocable Trust, Emily Catlin Levorsen, aka Emily C. Levorsen, Individually and as Trustee of the Levorsen Living Trust and James K Levorsen as Trustee of The Levorsen Living Trust of approximately 24,219 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline
23			Outside	C	DDS, WTR	\$460,159.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Hwy. 205 Farm, Ltd., of a total of approximately 33 acres of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline
24			Outside	C	DDS, WTR	\$66,570.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from John Mark Collins, William M. Collins and Richard D. Newton, of approximately 193,310 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline
25			14	C	DDS	REV \$5,400	NA	NA	An ordinance abandoning portions of fire lane and water line easements to DP Apartments, LP, the abutting owner, containing approximately 16,105 square feet of land, located near the intersection of Cedar Springs Road and Wycliff Avenue and authorizing the quitclaim
26			All	C	EHS	GT	NA	NA	Authorize the acceptance of a Shelter Plus Care Grant from the U.S. Department of Housing and Urban Development to provide sponsor-based rental assistance for permanent housing for homeless veterans with disabilities for the period October 1, 2008 through September 30, 2009; a contract with Operation Relief Center, Inc. to provide sponsor-based rental assistance; and, execution of the grant agreement
27			All	C	EHS	GT	NA	NA	Authorize the acceptance of a Shelter Plus Care Grant from the U.S. Department of Housing and Urban Development to provide tenant based rental assistance for permanent housing and supportive services for homeless persons with disabilities for the period October 1, 2008 through September 30, 2009; and, execution of the grant agreement
28			All	C	EHS	GT	NA	NA	Authorize the acceptance of a Shelter Plus Care Grant from the U.S. Department of Housing and Urban Development to provide tenant based rental assistance for permanent housing for homeless persons with disabilities for the period May 1, 2008 through April 30, 2009; and, execution of the grant agreement
29			1	C	EHS	GT	NA	NA	Authorize the third twelve-month renewal option to the contract with the U.S. Department of Housing and Urban Development for the Shelter Plus Care Grant which provides rental assistance funds to be distributed by the Dallas Housing Authority for single room occupancy of homeless persons with HIV/AIDS at Hillcrest House located at 834 North Marsalis for the period May 12, 2008 through May 11, 2009; and, execution of the agreement
30			2	C	EBS	\$373,444.00	100.00%	34.23%	Authorize a contract for improvements at Dallas City Hall located at 1500 Marilla Street including renovation at L1-Green entrance, installation of audio/visual monitor in the main lobby, and construction of gates at each end of Marilla Street
31			7	C	EBS	\$111,127.00	2.81%	100.00%	Authorize a contract for elevator repairs at the Fair Park Music Hall located at 909 First Avenue
32			7	C	EBS	\$497,000.00	62.73%	58.23%	Authorize a contract for replacement of the roof, water infiltration repairs and drainage grading at the African American Museum located at Fair Park, 3536 Grand Avenue
33			7	C	EBS	\$788,751.00	70.00%	5.56%	Authorize a contract for heating, ventilation and air conditioning improvements at the African American Museum located at Fair Park, 3536 Grand Avenue
34			All	C	OHC	GT	NA	NA	Authorize an amendment to the 2007-08 Fair Housing Assistance Program award from the U.S. Department of Housing and Urban Development to increase the award for the purpose of staff attending training related to the National Policy Conference
35			1	C	HSG	REV \$6,000	NA	NA	Authorize acceptance of payment in lieu of providing an affordable house on the property at 804 Beckley Avenue obtained under the HB110 process through the Land Transfer Program and authorize release of reverter and termination of deed restrictions
36			7	C	HSG	\$50,500.00	NA	NA	Authorize acquisition of two parcels improved with vacant single-family residences at 2500 St. Clair Drive and 2513 St. Clair Drive for the proposed Bexar Street Redevelopment Project which is being implemented as part of the Neighborhood Investment Program

## AGENDA DATE April 23, 2008

ITEM	IND		DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
#	OK	DEF							
37			4	C	HSG	NC	NA	NA	Authorize approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by East Dallas Community Organization for the construction of affordable houses; the sale of 11 vacant lots from Dallas Housing Acquisition and Development Corporation to East Dallas Community Organization; and, execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any
38			7	C	HSG	NC	NA	NA	Authorize approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by East Dallas Community Organization for the construction of affordable houses; the sale of 13 vacant lots from Dallas Housing Acquisition and Development Corporation to East Dallas Community Organization; and, execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any
39			4	C	HSG	NC	NA	NA	Authorize approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by Sphinx Development Corporation for the construction of affordable houses; the sale of 6 vacant lots from Dallas Housing Acquisition and Development Corporation to Sphinx Development Corporation; and, execution of a release of non-tax liens included in the foreclosure judgment and postjudgment non-tax liens, if any
40			6	C	HSG	NC	NA	NA	Authorize the acceptance of amended proposal from Builders of Hope Community Development Corporation for the development of 6 tracts of unimproved land obtained under the surplus process through the Land Transfer Program; and, a time extension for the development and execution of a Correction Quitclaim Deed and amended Deed Restrictions
41			7	C	HSG	NC	NA	NA	Authorize the acceptance of amended proposals from Texas Heavenly Homes, Ltd. for the development of 3 unimproved properties obtained under the non-tax lien process through the Land Transfer Program; and, a time extension for the development and execution of amended Deed Restrictions
42			3	C	HSG	NC	NA	NA	Authorize the acceptance of an amended proposal from Builders of Hope Community Development Organization for the development of 1 unimproved property located at 1715 Pueblo obtained under the HB110 process through the Land Transfer Program; and, a time extension for the development and amended Deed Restrictions
43			7	C	HSG	NC	NA	NA	Authorize the release of non-tax City liens against 2 privately held vacant properties located at 433 Sparks Avenue and 505 Sparks Avenue, in exchange for Texas Heavenly Homes, Ltd. providing an unsecured promissory note in the amount of the non-tax liens, for the property at 433 Sparks Avenue and 505 Sparks Avenue, paying all delinquent taxes, penalties and interest on the properties, and providing affordable housing on each property for low-income households in accordance with the City's Land Transfer Policy and Program Statement; and, an exception to the City's Land Transfer Policy and Program Statement extending the development period from 2 years to 4 years of release of non-tax liens
44			3, 4, 5, 7, 8	C	HSG	GT	NA	NA	Authorize an amendment to Resolution No. 07-3306 previously approved on November 12, 2007, to provide that the maximum Reconstruction/SHARE loan may include an amenities package; and, the reconstruction on-site of 9 homes in accordance with the Reconstruction/SHARE Program Statement requirements for homeowners and properties
45			7	C	OEQ	GT	NA	NA	Authorize the acceptance of a grant from The Sue Pope Fund for the purpose of linking green building techniques with affordable housing initiatives to construct highly efficient green homes under the Dallas Sustainable Skylines Initiative; and, execution of the grant agreement
46			All	C	OEQ	GT	NA	NA	Authorize the acceptance of a grant from The Sue Pope Fund for the purpose of facilitating the replacement of existing taxis in the Dallas-Fort Worth region with very low emitting vehicles under the Dallas Sustainable Skylines Initiative; and, execution of the grant agreement
47			All	C	OEQ	GT	NA	NA	Authorize the acceptance of a grant from The Sue Pope Fund for the purpose of hosting an event entitled, "Mow Down Air Pollution" where citizens can trade their gas-powered mowers for clean-running electric mowers at a discounted rate; and, execution of the grant agreement
48			N/A	C	OFS	NC	NA	NA	Authorize an amendment to the contract with U. S. Bank National Association to extend the term of the contract for a two-year period from May 1, 2008 through April 30, 2010
49			N/A	C	OFS	NC	NA	NA	Authorize the preparations of plans for issuance in Waterworks and Sewer System Revenue Refunding Bonds, Series 2008
50			6	C	PKR	\$338,255.00	100.00%	97.77%	Authorize a contract for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park located at 3212 North Winnetka Avenue
51			3	C	PKR	\$234,656.00	98.92%	21.71%	Authorize a contract for the installation of a new playground at Arcadia Park located at 5516 Arcadia Drive

## AGENDA DATE April 23, 2008

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
52			3	C	PKR	\$139,705.00	93.92%	40.41%	Authorize a professional services contract with ArchiTexas - Architecture, Planning and Historic Preservation, Inc. for topographic survey and schematic design through construction administration services for the restoration of the historic park elements in the neighborhood park at Stevens Park located at 1005 North Montclair Avenue
53			1	C	PKR	\$53,675.00	100.00%	18.79%	Authorize a professional services contract with CEI Engineering Associates, Inc. for topographic survey and schematic design through construction administration services for erosion control along the creek, playground, and connecting walks at Westhaven Park located at 4600 Lynnacare Drive
54			12	C	PKR	\$78,470.00	100.00%	100.00%	Authorize a professional services contract with Lopez Garcia Group for topographic survey, master plan, and schematic design through bidding services for an off-leash dog park, plaza, parking, sidewalks, and trails located in far North Dallas at 4911 Haverwood Lane on Dallas Water Utilities-owned property to be managed by the Park and Recreation Department
55			All	C	POL	NC	NA	NA	Authorize application for the continuation of the Commercial Auto Theft Interdiction Squad/16 grant to provide a specialized proactive automobile burglary and theft program from the Texas Automobile Burglary & Theft Prevention Authority for the period September 1, 2008 through August 31, 2009
56			14	C	PWT, WTR	\$274,057.35	100.00%	100.00%	Authorize a professional services contract with EJES, Inc. for engineering design services for the reconstruction of Pearl Street from Commerce Street to Live Oak Street
57			3, 5	C	PWT	\$97,647.00	100.00%	100.00%	Authorize a professional services contract with Lim & Associates, Inc. for the engineering design of 6 erosion control improvements
58			7	C	PWT, WTR, HSG	\$201,730.00	100.00%	90.09%	Authorize a professional services contract with Urban Engineers Group, Inc. for the engineering design of street, alley and drainage infrastructure improvements for Project Group 06-3009
59			6	C	PWT, LIB	\$61,246.00	37.83%	24.76%	Authorize an increase in the contract with CORE Construction Services of Texas, Inc. to provide modifications to the scope of work to include the addition of an audio-visual system modifications to the concrete pavement to comply with accessibility standards, modification of structural steel framing for the Black Box theater, and the addition of interior lighting for the Bachman Lake Branch Library to be located at 9480 Webb Chapel Road
60			5, 11	C	PWT	\$110,382.73	NA	NA	Authorize an Interlocal Agreement with the Texas Department of Transportation to provide cost reimbursement for traffic signal improvements on Montfort Drive at Alpha Road and Peterson Lane; and, a local match
61			1	C	PWT	NC	NA	NA	Authorize street paving, storm drainage, water and wastewater main improvements for Street Group 03-447 to provide 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 June 11, 2008, to receive comments
62			14	C	PWT, AVI	\$1,289,847.00	100.00%	42.05%	Authorize Supplemental Agreement No. 7 to the contract with HNTB Corporation to provide design services, preparation of construction documents, construction administration and resident project representative for the runway safety area enhancements and taxiway reconstruction at Dallas Love Field; and, establish appropriations in the Aviation Airport Improvement Program Grant Fund
63			7	C	TRC	\$924,062.00	0.00%	91.34%	Authorize a contract with Encino Landscape, Incorporated for the construction of an open air pavilion, pedestrian bridge, walkways and landscaping for the Moore Park Gateway, Phase 1 of the Trinity River Corridor Project
64			All	C	WTR	\$49,825.64	NA	NA	Authorize the City Manager to apply for Lake Ray Hubbard water use permit, to submit related application materials and authorize associated application fees
65			N/A	I	SEC	NC	N/A	N/A	Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)
66			N/A	I	SEC	NC	N/A	N/A	Consideration and appointment of members to the Dallas Area Rapid Transit (DART) Board for Place 2 and Place 4 (Closed Session, if necessary, Personnel, Sec. 551.074, T.O.M.A) (List of nominees is available in the City Secretary's Office)
67			2	I	DDS, WTR	\$181,717.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, of two tracts of unimproved land containing a total of approximately 20,376 square feet located near the intersection of Cadiz and Industrial Streets for the Cadiz Pump Station Improvement Project
68			3	I	DDS	NC	NA	NA	A resolution authorizing advertisement for lease with an option to purchase by sealed bid of approximately 23,670 square feet of City-owned land, improved with a former library located near the intersection of Hampton Road and Illinois Avenue

## AGENDA DATE April 23, 2008

ITEM		IND							DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
69			5	PH	DDS	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for vehicle or engine repair and maintenance use on property zoned Subdistrict 3 within Planned Development District No. 533, the C.F. Hawn Special Purpose District, on the northeast side of C.F. Hawn Freeway, south of Lake June Road
70			13	PH	DDS	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an MU-3 Mixed Use District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an MU-2-D Mixed Use District with the D Dry Liquor Control overlay on the northeast corner of Josey Lane and Forest Lane
71			5	PH	DDS	NC	NA	NA	A public hearing to receive comments regarding an application for an MF-1(A) Multifamily District on property zoned an MF-2(A) Multifamily District and an R-7.5(A) Single Family District on the east side of St. Augustine Drive, north of Bruton Road
72			5	PH	DDS	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for retail uses, certain IM Industrial Manufacturing District uses and certain IR Industrial Research District Uses, on property zoned and IR Industrial Research District on the northeast corner of Simpson Stuart Road and Interstate 45
73			5	PH	DDS	NC	NA	NA	A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by 7-Eleven, Inc. located near the intersection of Sunnyvale Street and Ledbetter Drive and adjacent street rights-of-way, and an ordinance authorizing support of the issuance of a municipal setting designation to 7-Eleven, Inc. by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water
74			2	PH	DDS	NC	NA	NA	A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by LG Magnolia, LP located near the intersection of McKinney Avenue and Magnolia Street and adjacent street rights-of-way, and an ordinance authorizing support of the issuance of a municipal setting designation to LG Magnolia, LP by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water

**TOTAL      \$15,766,998.34**









## AGENDA ITEM # 2

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Aviation

**CMO:** Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 34E

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### **SUBJECT**

Authorize Memorandum of Agreement No. DTFASW-08-L-00138, to replace multiple lease agreements for navigation facilities, with the Federal Aviation Administration, at Dallas Love Field Airport - No cost consideration to the City

### **BACKGROUND**

The Federal Aviation Administration (FAA) has made a national policy determination to use the new format of a Memorandum of Agreement (MOA) to cover required land sites for existing navigational aid (NAVAID) facilities. The MOA contains similar terms and conditions provided under the current no-cost land leases. The FAA has determined this new method as a practical means to achieve use of airport land for NAVAID purposes while at the same time reducing administrative costs and paperwork. The MOA will consolidate and terminate seven leases at Dallas Love Field; FAA Lease Nos. DTFA07-04-L-00400, DTFA07-04-L-00420, DTFA07-04-L-00421, DTFA07-99-L-00577, DTFA07-03-L-00822, DTFA07-97-L-01148, and DTFA07-98-L-01001.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item has no prior action.

### **FISCAL INFORMATION**

No cost consideration to the City.



April 23, 2008

**WHEREAS**, the City of Dallas ("City") and the United States of America, acting by and through the Federal Aviation Administration ("FAA"), collectively "parties", have entered into numerous Lease Agreements at Dallas Love Field; and

**WHEREAS**, the FAA has submitted Memorandum of Agreement No. (MOA) DTFASW-08-L-00138 to consolidate and replace FAA Lease Nos. DTFA07-04-L-00400, DTFA07-04-L-00420, DTFA07-04-L-00421, DTFA07-99-L-00577, DTFA07-03-L-00822, DTFA07-97-L-01148, and DTFA07-98-L-01001 at Dallas Love Field.

**Now, Therefore,**

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

**Section 1.** That proposed Memorandum of Agreement No. DTFASW-08-L-00138, between the City of Dallas and the FAA is hereby approved.

**Section 2.** That the City Manager is hereby authorized to execute, on behalf of the City of Dallas, Memorandum of Agreement No. DTFASW-08-L-00138 with the FAA, after approval as to form by the City Attorney.

**Section 3.** That the Memorandum of Agreement No. DTFASW-08-L-00138 evidence, among other things, the following terms and conditions:

- i) The term of the Memorandum of Agreement shall commence on October 1, 2008 and continue through September 30, 2028.
- ii) The FAA shall have the right to terminate the MOA, in whole or in part at any time by giving at least sixty (60) days notice in writing.
- iii) The MOA will consolidate and terminate seven FAA leases at Dallas Love Field; DTFA07-04-L-00400, DTFA07-04-L-00420, DTFA07-04-L-00421, DTFA07-99-L-00577, DTFA07-03-L-00822, DTFA07-97-L-01148, and DTFA07-98-L-01001.

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

Distribution: Brenda Hozak, Aviation Department, Dallas Love Field  
Dan Weber, Aviation Department, Dallas Love Field  
Bob Sims, City Attorney Office, 7DN



## **AGENDA ITEM # 3**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 8, 14  
**DEPARTMENT:** Aviation  
**CMO:** Ramon F. Miguez, P.E., 670-3308  
**MAPSCO:** 34 63

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### **SUBJECT**

Authorize a professional services contract for the appraisal of leasable aviation use properties at Dallas Love Field and Dallas Executive Airport - ABS Aviation Consultancy, Inc. d/b/a Airport Business Solutions, lowest proposer of two - Not to exceed \$47,500 - Financing: Aviation Current Funds

### **BACKGROUND**

This item will authorize a professional services contract for an appraisal of the aviation related use properties at Dallas Love Field and Dallas Executive Airport. The scope of the appraisal assignment is to determine current market-based lease rental rates for the subject properties to assist staff in recommending rates for new leases and prevailing lease adjustments.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Briefed the Council Finance, Audit, and Accountability Committee on February 11, 2008.

### **FISCAL INFORMATION**

\$47,500 - Aviation Current Funds

### **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **HNTB Corporation**

Hispanic Female	0	Hispanic Male	0
African-American Female	0	African-American Male	0
Other Female	0	Other Male	0
White Female	1	White Male	1

## **PROPOSAL INFORMATION**

\*Denotes successful proposer

<b><u>Proposers</u></b>	<b><u>Address</u></b>	<b><u>Amount</u></b>
*Airport Business Solutions	10014 N. Dale Mabry Hwy. Suite 101 Tampa, FL 33618	\$47,500.00
Jack Randal Poteet & Assoc.	7300 West 110th St. Overland Park, KS 66210	\$49,500.00

## **OWNER**

### **ABS Consultancy, Inc. d/b/a Airport Business Solutions**

Michael A. Hodges, President and Chief Executive Officer



## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a professional services contract for the appraisal of leasable aviation use properties at Dallas Love Field and Dallas Executive Airport - ABS Aviation Consultancy, Inc. d/b/a Airport Business Solutions, lowest proposer of two - Not to exceed \$47,500 - Financing: Aviation Current Funds

ABS Aviation Consultancy, Inc. d/b/a Airport Business Solutions is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Professional Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$47,500.00	100.00%
<b>TOTAL CONTRACT</b>	<b>\$47,500.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

None

#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Thompson Aviation Consulting	WFDDBE041908	\$8,000.00	16.84%
<b>Total Minority - Non-local</b>		<b>\$8,000.00</b>	<b>16.84%</b>

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$8,000.00	16.84%
<b>Total</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$8,000.00</b>	<b>16.84%</b>



April 23, 2008**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**Section 1.** That the City Manager is authorized to execute a professional services contract with ABS Consultancy, Inc. d/b/a Airport Business Solutions for the appraisal of leasable aviation use properties at Dallas Love Field and Dallas Executive Airport in an amount not to exceed \$47,500 upon approval as to form by the City Attorney.

**Section 2.** That the City Controller is authorized to disburse funds from the following appropriation, in an amount not to exceed \$47,500:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>ENCUMBRANCE AMOUNT</u>
0130	AVI	7710	3099	\$30,000

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>ENCUMBRANCE AMOUNT</u>
0130	AVI	7731	3099	\$17,500

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

Distribution: Brenda Hozak, Aviation Department, Dallas Love Field  
Dan Weber, Aviation Department, Dallas Love Field  
Bob Sims, City Attorney Office, 7DN



## AGENDA ITEM # 4

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Sanitation Services

**CMO:** Dave Cook, 670-7804  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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### SUBJECT

Authorize a sixty-month service contract for Citywide recycling drop-off collection services – Champion Waste Services, LLC., lowest responsible bidder of two - Not to exceed \$1,022,740 - Financing: Current Funds (subject to annual appropriations)

### BACKGROUND

To increase participation in recycling in Dallas, the City implemented the single stream recycling program to single-family residents in October 2006. Sanitation Services currently operates 33 igloo drop-off sites where residents may deposit glass and aluminum recyclables which is collected weekly by the Sanitation Services Department. All recyclable materials collected at these locations are delivered to the City's recycling processor. In the past three years, these igloo sites have generated an average of approximately 340 tons annually.

The new Citywide Recycling Drop-Off Collection Service Program is designed to meet a need for public recycling capabilities outside of the City's residential curbside program. This new contract will expand the size and scope of the current igloo drop-off sites by increasing the types of materials accepted, changing to single-stream recycling which is easier and increasing the number of locations. This expansion gives the department the ability to replace out of date igloo containers with larger more appealing front load receptacles to meet the ever growing demands for public recycling thus continuing the City's waste reduction initiatives.

In partnership with other City departments (i.e. Park & Recreation, Library, and Equipment & Building Services) Sanitation Department envisions having containers at all or most parks, recreation centers that can accommodate the container, and City facilities.

## **BACKGROUND (Continued)**

The Sanitation Department currently offers and intends to continue "sponsorship" contracts with private entities (i.e. churches, schools, homeowner associations, businesses, etc.). These "sponsorship" contracts offer the ability to have City recycling drop-off containers on their property and to place containers on City properties strategically located near multi-family dwellings.

The plan for the new program is to begin the first year with 70 sites and increase by 103 sites each year over the next 4 years for a total of 482 sites by the end of the five year contract term. This number was driven by the number of remaining parks and adding new sponsor/City sites. The actual spot where the containers are placed is determined by the available spacing at that site. This is a new bigger spin on the City's program and has not been tested so the possibilities of the expansions are endless.

The drop-off sites will take all recyclable materials currently accepted in the residential program as well as the following:

- Glass: unbroken bottles and jars of any color
- Plastics: bottles, jars, containers labeled #1, 2, 3, 4, 5 and 7
- Metals: steel, tin, bi-metal and aluminum containers
- Paper products: newspapers, inserts, magazines, catalogs, telephone books, mixed office paper, and junk mail
- Cardboard: cardboard boxes and chipboard

As part of the bid process, 150 vendor notices were sent electronically by the City's web based procurement system. In an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team (RLT) to 25 chambers of commerce, and two advocacy groups (i.e. DFW Minority Business Council and Women's Business Council – Southwest). The Business Development and Procurement Services' ResourceLINK Team has submitted the contractor's M/WBE application for an expeditious certification process for this contract. The project planned MWBE participation for this contract will be 100%.

## **PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)**

On April 14, 2008, the Quality of Life & Government Services Committee was briefed.

## **FISCAL INFORMATION**

\$1,022,740.00 - Current Funds (subject to annual appropriations)

## **M/WBE INFORMATION**

35 - Vendors contacted  
35 - No response  
0 - Response (Bid)  
0 - Response (No bid)  
0 - Successful

150 M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

## **ETHNIC COMPOSITION**

### **Champion Waste Services, LLC.**

Hispanic Female	2	Hispanic Male	25
Black Female	0	Black Male	8
Other Female	0	Other Male	0
White Female	8	White Male	14

## **BID INFORMATION**

The following bids were received from solicitation number BC0808 and were opened on February 21, 2008. This service contract is being awarded in its entirety to the lowest responsive and responsible bidder.

\*Denotes successful bidder

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount of Bid</u></b>
*Champion Waste Services, LLC.	2400 Vinson Street Dallas, TX 75212	\$1,022,740.00
Community Waste Disposal, Inc.	2010 California Crossing Dallas, TX 75220	\$2,759,000.00

## **OWNER**

### **Champion Waste Services, LLC.**

Michelle Kuhar, President  
Paul Kuhar, Vice President  
Jody McCord, Comptroller

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a sixty-month service contract for Citywide recycling drop-off collection services – Champion Waste Services, LLC., lowest responsible bidder of two  
- Not to exceed \$1,022,740 - Financing: Current Funds (subject to annual appropriations)

Champion Waste Services, LLC. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Other Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,022,740.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$1,022,740.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

None

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%



April 23, 2008**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**Section 1.** That the City Manager is authorized to execute a service contract with Champion Waste Services, LLC., (507262) for Citywide recycling drop-off collection services for a term of sixty months in an amount not to exceed \$1,022,740.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Champion Waste Services, LLC. shall be based only on the amount of the services directed to be performed by the City and properly performed by Champion Waste Services, LLC. under the contract.

**Section 2.** That the City Controller is authorized to disburse funds from the following appropriation in an amount not to exceed \$1,022,740.00 (subject to annual appropriations):

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>ENCUMBRANCE</u>
0001	SAN	3551	3072	CT#SAN355108F098

**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.

**DISTRIBUTION:**

Business Development and Procurement Services, 3FS  
Sanitation Services



## AGENDA ITEM # 5

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 1, 2, 3, 4, 5, 6, 7, 8, 9

**DEPARTMENT:** Business Development & Procurement Services  
Street Services

**CMO:** Dave Cook, 670-7804  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 32 C G U Y 33 A-H J-N P-Z 36 D 42 A-H J-N P-Z 43 A-H  
J-N P-Z 44 B F G K L M R V 45 N S T W X Y Z 47 S 52  
A-H J-N P-Z 53 A-H J-N P-Z 55 C 56 G H 59 E G M Y Z

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### SUBJECT

Authorize a thirty-six-month service contract for herbicide treatment of drainage channels within the Trinity River Levee System – Landmark Earth Services, LLC., lowest responsible bidder of two - Not to exceed \$299,430 - Financing: Current Funds (subject to annual appropriations)

### BACKGROUND

This service contract will provide herbicide treatment to control vegetation in detention basins and in the sumps and drainage channels within the Trinity River Levee System. This work is mandated in the Environmental Protection Agency Stormwater Permit. The herbicide will control unwanted vegetation, where mowing is not possible or practical, and restricts growth of grass which reduces proper drainage.

Landmark Earth Service, LLC is doing business with the City, in this capacity, for the first time and has an employee with numerous years of chemical application experience. This bid has a 21% decrease over the bid awarded in 2004.

As part of the bid process, 92 vendor notices were sent electronically by the City's web based procurement system. In an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team (RLT) to 25 chambers of commerce, and two advocacy groups (i.e. DFW Minority Business Council and Women's Business Council – Southwest).

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

On June 23, 2004, City Council approved a thirty-six-month master agreement for herbicide treatment of drainage channels within the Trinity River Levee System by Resolution #04-2081.

## **FISCAL INFORMATION**

\$299, 430.00 - Current Funds (subject to annual appropriations)

<u>Council District</u>	<u>Amount</u>
1	\$ 1,982.78
2	\$ 4,258.63
3	\$ 18,338.77
4	\$ 88,128.78
5	\$ 3,952.20
6	\$ 5,965.38
7	\$ 36,507.24
8	\$138,313.44
9	<u>\$ 1,982.78</u>
Total	\$299, 430.00

## **M/WBE INFORMATION**

5 - Vendors contacted  
5 - No response  
0 - Response (Bid)  
0 - Response (No bid)  
0 - Successful

92 M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

## **ETHNIC COMPOSITION**

Landmark Earth Services, LLC.

Hispanic Female	0	Hispanic Male	2
Black Female	0	Black Male	0
Other Female	0	Other Male	0
White Female	1	White Male	4

## **BID INFORMATION**

The following bids were received from solicitation number BC0816 and were opened on February 28, 2008. This service contract is being awarded in its entirety to the lowest responsive and responsible bidder.

**BID INFORMATION (Continued)**

\*Denotes successful bidder

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount of Bid</u></b>
*Landmark Earth Services, LLC.	801 Lane Street Irving, TX 75015	\$299,430.00
Spraymax, Inc.	2136 Deerbrook Drive Tyler, TX 75713	\$521,892.00

**OWNER**

**Landmark Earth Services, LLC.**

Don Ansley, President

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a thirty-six-month service contract for herbicide treatment of drainage channels within the Trinity River Levee System – Landmark Earth Services, LLC., lowest responsible bidder of two - Not to exceed \$299,430 - Financing: Current Funds (subject to annual appropriations)

Landmark Earth Services, LLC. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Other Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$299,430.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$299,430.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

None

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>

April 23, 2008

**WHEREAS**, on June 23, 2004, City Council authorized a master agreement for herbicide treatment of drainage channels within the Trinity River Levee System by Resolution #04-2081;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to execute a service contract with Landmark Earth Services, LLC., (VS0000029542) for herbicide treatment of drainage channels within the Trinity River Levee System for a term of thirty-six months in an amount not to exceed \$299,430.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Landmark Earth Services, LLC. shall be based only on the amount of the services directed to be performed by the City and properly performed by Landmark Earth Services, LLC. under the contract.

**Section 2.** That the City Controller is authorized to disburse funds from the following appropriation in an amount not to exceed \$299,430.00 (subject to annual appropriations):

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>
0001	STS	3422	3070

**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.

**DISTRIBUTION:**

Business Development and Procurement Services, 3FS  
Streets Services





## AGENDA ITEM # 6

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Fire  
Park & Recreation

**CMO:** Dave Cook, 670-7804  
Ryan S. Evans, 670-3314  
Paul D. Dyer, 670-4071

**MAPSCO:** N/A

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### **SUBJECT**

Authorize a thirty-six-month service contract for lawn irrigation system maintenance, parts and labor for City-owned property - Good Earth, Inc., lowest responsible bidder of four - Not to exceed \$90,991 - Financing: Current Funds (subject to annual appropriations)

### **BACKGROUND**

This service contract will be used to maintain existing lawn irrigation systems at the Dallas Fire and Rescue Maintenance and Training Center, 5000 Dolphin Road, fifteen fire stations and various Park and Recreation properties located throughout the City.

There are a total of 56 Fire and Rescue properties in the City, of which only 16 have irrigation systems installed. All of Fire and Rescue irrigation systems have been retrofitted with rain sensors and freeze gauges. Park and Recreation properties such as the Zoo, Fair Park, six 18-hole golf courses, over 200 athletic fields and City parks are equipped with irrigation systems. Park and Recreation irrigation systems have also been retrofitted with rain sensors and freeze gauges. As additional irrigation systems are installed, this service contract will provide for routine maintenance.

This bid has a 6.04% increase over the bid awarded in 2005.

This service contract provides monthly lawn irrigation system maintenance and repairs to ensure the City's compliance with the Water Conservation program. Maintenance includes checking and adjusting irrigation systems for correct watering days and length of operating time necessary to provide optimum conditions for the plants. Repairs and part replacement will be done on an as needed basis. The contractor will furnish all parts, labor, tools and supplies necessary to perform this service.

## **BACKGROUND (Continued)**

As part of the bid process, 246 vendor notices were sent electronically by the City's web based procurement system. In an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team (RLT) to 25 chambers of commerce, and two advocacy groups (i.e. DFW Minority Business Council and Women's Business Council – Southwest).

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On February 23, 2005, City Council authorized a thirty-six-month service contract for lawn irrigation system maintenance and repair by Resolution #05-0670.

## **FISCAL INFORMATION**

\$90,991.00 - Current Funds (subject to annual appropriations)

## **M/WBE INFORMATION**

70 - Vendors contacted  
69 - No response  
1 - Response (Bid)  
0 - Response (No bid)  
0 - Successful

246 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

## **ETHNIC COMPOSITION**

Good Earth, Inc.

Hispanic Female	0	Hispanic Male	30
Black Female	0	Black Male	0
Other Female	0	Other Male	0
White Female	1	White Male	3

## **BID INFORMATION**

The following bids were received from solicitation number BL0803 and were opened on December 20, 2007. This service contract is being awarded in its entirety to the lowest responsive and responsible bidder.

**BID INFORMATION (Continued)**

\*Denotes successful bidder

<b><u>Bidder</u></b>	<b><u>Address</u></b>	<b><u>Amount of Bid</u></b>
*Good Earth, Inc.	8020 Heinen Drive Dallas, TX 75227	\$ 90,990.62
V. L. & I., Inc. dba Urban Landscaping	P.O. Box 2 Lancaster, TX 75146	\$ 99,974.55
AmeriScapes	P.O. Box 2559 Quinlan, TX 75474	\$118,675.25
Forest Hills Lawn Service	P.O. Box 180543 Dallas, TX 75218	\$532,829.50

**OWNER**

**Good Earth, Inc.**

Ron Points, President

## GOOD FAITH EFFORT PLAN SUMMARY

### PROJECT:

Authorize a thirty-six-month service contract for lawn irrigation system maintenance, parts and labor for City-owned property - Good Earth, Inc., lowest responsible bidder of four - Not to exceed \$90,991 - Financing: Current Funds (subject to annual appropriations)

Good Earth, Inc. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Other Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$90,990.62	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$90,990.62</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

None

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%

April 23, 2008

**WHEREAS**, on February 23, 2005, City Council approved a thirty-six-month service contract for lawn irrigation system maintenance by Resolution #05-0670;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to execute a service contract with Good Earth, Inc., (357112) for lawn irrigation system maintenance, parts and labor for City-owned properties for a term of thirty-six months in an amount not to exceed \$90,991.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Good Earth, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Good Earth, Inc. under the contract.

**Section 2.** That the City Controller is authorized to disburse funds from the following appropriation in an amount not to exceed \$90,991.00 (subject to annual appropriations):

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>AMOUNT</u>
0001	DFD	2032	3210	\$65,892.95
0001	PKR	5010	2590	\$ 2,509.77
0001	PKR	5025	2590	\$ 2,509.77
0001	PKR	5090	2590	\$ 2,509.77
0001	PKR	5131	2590	\$ 2,509.77
0001	PKR	5132	2590	\$ 2,509.77
0001	PKR	5142	2590	\$ 2,509.77
0001	PKR	5207	2590	\$ 2,509.77
0001	PKR	5228	2590	\$ 2,509.76
0001	PKR	5244	2590	\$ 2,509.76
0001	PKR	5275	2590	\$ 2,509.76

**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.

**DISTRIBUTION:**

Business Development and Procurement Services, 3FS  
Fire  
Park & Recreation



## AGENDA ITEM # 7

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Public Works & Transportation

**CMO:** Dave Cook, 670-7804  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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### SUBJECT

Authorize a twelve-month service contract for reflectorized pavement marking application - Striping Technology LP., lowest responsible bidder of three - Not to exceed \$124,800 - Financing: Current Funds (subject to annual appropriations)

### BACKGROUND

This service contract will provide a reflectorized pavement marking service to apply thermoplastic reflectorized marking material to re-stripe traffic lanes, and miscellaneous pavement legends for the Traffic Field Operations Division of the Public Works and Transportation Department. Public Works Division will determine which of the markings applied will be a re-paint and which ones will be a new application. The thermoplastic that will be used is heated until it liquefies and then it is applied to the streets like paint then glass beads are applied to the surface of the thermoplastic material to make it more reflective to motorists and pedestrians.

Due to increased funding this contract will be awarded for 240,000 linear feet at a cost of \$.26 per linear foot to be applied to City streets identified by the Public Works and Transportation Department. The previous contract in 2007 was approved for 75,000 linear feet at a cost of \$.30 a linear foot.

In comparison to the previous contract from 2007, this service contract reflects a 13% decrease in unit cost.

As part of the bid process, 142 vendor notices were sent electronically by the City's web based procurement system. In an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team (RLT) to 9 chambers of commerce, and two advocacy groups (i.e. DFW Minority Business Council and Women's Business Council – Southwest).

## **PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)**

This item has no prior action.

## **FISCAL INFORMATION**

\$124,800.00 - Current Funds (subject to annual appropriations)

## **M/WBE INFORMATION**

24 - Vendors contacted

24 - No response

0 - Response (Bid)

0 - Response (No bid)

0 - Successful

142 M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

## **ETHNIC COMPOSITION**

### **Striping Technology LP.**

Hispanic Female	0	Hispanic Male	49
Black Female	1	Black Male	21
Other Female	0	Other Male	0
White Female	7	White Male	37

## **BID INFORMATION**

The following bids were received from solicitation number BH0805 and were opened on January 10, 2008. This service contract is being awarded in its entirety to the lowest responsive and responsible bidder.

\*Denotes successful bidder

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount of Bid</u></b>
*Striping Technology LP.	P.O. Box 4279 Tyler, Texas 75712	\$124,800.00



**BID INFORMATION (Continued)**

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount of Bid</u></b>
Arrow Striping	15408 Big Oak Bay Rd. Tyler ,Texas 75707	\$136,800.00
Highway Technologies LP	7200 Jack Newell Blvd. Fort Worth, Texas 76118	\$153,600.00

**OWNER****Striping Technology LP.**

Linda Rudd, President  
Steve Hellmuth, Vice President  
Destiny Seeton, Secretary/Treasurer

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a twelve-month service contract for reflectorized pavement marking application - Striping Technology LP., lowest responsible bidder of three - Not to exceed \$124,800. - Financing: Current Funds ( subject to annual appropriations)

Striping Technology LP. is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Professional Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$124,800.00	100.00%
<b>TOTAL CONTRACT</b>	<b>\$124,800.00</b>	<b>100.00%</b>

### Local Contractors / Sub-Contractors

None

### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>

April 23, 2008**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**Section 1.** That the City Manager is authorized to execute a service contract with Striping Technology LP. (VS0000017688) for reflectorized pavement marking application for a term of twelve months in an amount not to exceed \$124,800.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Striping Technology LP. shall be based only on the amount of the services directed to be performed by the City and properly performed by Striping Technology LP. under the contract.

**Section 2.** That the City Controller is authorized to disburse funds in an amount not to exceed \$124,800.00 (subject to annual appropriations):

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>
0001	PBW	3058	3070

**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.

**DISTRIBUTION:**

Business Development and Procurement Services, 3FS  
Public Works and Transportation



## AGENDA ITEM # 8

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Street Services  
Water Utilities

**CMO:** Dave Cook, 670-7804  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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### SUBJECT

Authorize a twenty-four-month master agreement for mobile concrete - Custom Crete/Custom Stone in the amount of \$4,751,910, and Southern Star Concrete, Inc. in an amount of \$2,191,440, lowest responsible bidders of two - Total not to exceed \$6,943,350 - Financing: Current Funds (\$3,284,125), Water Utilities Current Funds (\$3,659,225)

### BACKGROUND

This twenty-four-month master agreement will provide mobile concrete to Street Services, Dallas Water Utilities, Aviation, Parks & Recreation, and Public Works departments. This concrete will be available for pick-up by City departments and/or delivered to various locations throughout the City. The concrete is used to repair streets, alleys, curbs, gutters, and fill utility repair cuts. The mobile concrete products consist of fast setting, fast fix flowable fill, ready mix and regular mobile concrete. Street Services owns four ten-yard wet product trucks, one six-yard wet product truck, and two mobile mixers utilized to pick-up and deliver concrete to the various job sites.

On May 23, 2007, City Council authorized, by Resolution #07-1608, the purchase of dry kiln cement. The awarded bidders have received, read and signed the environmental records affidavit, and agreed to provide the dry kiln cement according to City's environmental policy.

This bid has a 23.3% increase on like products over the bid awarded in 2006.

As part of the bid process, 320 vendor notices were sent electronically by the City's web based procurement system. In an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team (RLT) to 25 chambers of commerce, and two advocacy groups (i.e. DFW Minority Business Council and Women's Business Council – Southwest).

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On April 12, 2006, City Council authorized a twenty-four-month master agreement for concrete by Resolution #06-1065.

On May 12, 2004, City Council authorized a twenty-four-month master agreement for concrete by Resolution #04-1547.

## **FISCAL INFORMATION**

\$3,284,125.00 - Current Funds

\$3,659,225.00 - Water Utilities Current Funds

## **M/WBE INFORMATION**

107 - Vendors contacted

107 - No response

0 - Response (Bid)

0 - Response (No bid)

0 - Successful

320 - M/WBE and Non-M/WBE vendors were contacted

The recommended awardee has fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

## **ETHNIC COMPOSITION**

### **Custom Crete/Custom Stone**

Hispanic Female	0	Hispanic Male	12
Black Female	0	Black Male	9
Other Female	0	Other Male	0
White Female	0	White Male	20

### **Southern Star Concrete, Inc.**

Hispanic Female	1	Hispanic Male	105
Black Female	2	Black Male	102
Other Female	0	Other Male	3
White Female	7	White Male	253

## **BID INFORMATION**

The following bids were received from solicitation number BA0801 and opened February 27, 2008. This master agreement is being awarded to the lowest responsive and responsible bidders by group.

\*Denotes successful bidders

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Amount of Bid</u></b>
*Custom Crete/Custom Stone	2624 Joe Field Road Dallas, Texas 75229	Multiple Groups
*Southern Star Concrete, Inc.	8505 Freeport Parkway North Suite 200 Irving, Texas 75063	Multiple Groups

## **OWNERS**

### **Custom Crete/Custom Stone**

Steve Bond, President  
Bill Heath, Vice President

### **Southern Star Concrete, Inc.**

Gary Bullock, President  
Tommy Abbott, Vice President  
Leigh Ferguson, Secretary/Treasurer

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a twenty-four-month master agreement for mobile concrete - Custom Crete/Custom Stone in the amount of \$4,751,910, and Southern Star Concrete, Inc. in an amount of \$2,191,440, lowest responsible bidders of two - Total not to exceed \$6,943,350 - Financing: Current Funds (\$3,284,125), Water Utilities Current Funds (\$3,659,225)

Custom Crete/Custom Stone, and Southern Star Concrete, Inc., are local, non-minority firms, have signed the "Good Faith Effort" documentation, and propose to use the following sub-contractors.

**PROJECT CATEGORY:** Goods

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$6,548,890.80	94.32%
Total non-local contracts	\$394,459.20	5.68%
<b>TOTAL CONTRACT</b>	<b>\$6,943,350.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Paul Mart Trucking	HMMB37021N0309	\$854,810.80	13.05%
<b>Total Minority - Local</b>		<b>\$854,810.80</b>	<b>13.05%</b>

#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
M.B. Transportation	WFDB35074Y1008	\$394,459.20	100.00%
<b>Total Minority - Non-local</b>		<b>\$394,459.20</b>	<b>100.00%</b>

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$854,810.80	13.05%	\$854,810.80	12.31%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$394,459.20	5.68%
<b>Total</b>	<b>\$854,810.80</b>	<b>13.05%</b>	<b>\$1,249,270.00</b>	<b>17.99%</b>



April 23, 2008

**WHEREAS**, on May 12, 2004, City Council authorized a twenty-four-month master agreement for concrete by Resolution #04-1547; and,

**WHEREAS**, on April 12, 2006, City Council authorized a twenty-four-month master agreement for concrete by Resolution #06-1065;

**NOW, THEREFORE,**

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

**Section 1.** That a master agreement for the purchase of mobile concrete is authorized with Custom Crete/Custom Stone (064574) in an amount of \$4,751,910.00, and Southern Star Concrete, Inc. (VC0000000342) in an amount of \$2,191,440.00 for a term of twenty-four months in an amount not to exceed \$6,943,350.00.

**Section 2.** That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for mobile concrete. If a written contract is required or requested for any or all purchases of mobile concrete under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

**Section 3.** That the City Controller is authorized to disburse funds in an amount not to exceed \$6,943,350.00.

**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.

**DISTRIBUTION:**

Business Development and Procurement Services, 3FS  
Street Services  
Water Utilities



**AGENDA ITEM # 9**

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Attorney's Office  
Sanitation Services

**CMO:** Thomas P. Perkins, Jr., 670-3491  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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**SUBJECT**

Authorize settlement of a claim filed by Cayetano Guzman, Claim No. 06163489 - Not to exceed \$8,000 - Financing Current Funds

**BACKGROUND**

Council was briefed in Closed Session on April 16, 2008.

**PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

This item has no prior action.

**FISCAL INFORMATION**

Funding for this item is budgeted in the current fiscal year.

\$8,000 - Current Funds



April 23, 2008

**WHEREAS**, a claim was filed by Cayetano Guzman, Claim No. 06163489, seeking compensation for \$8,000 for bodily injury allegedly caused by an automobile accident on June 19, 2006, involving an employee of the Sanitation Department; and

**WHEREAS**, Cayetano Guzman has agreed to settle this claim for the amount of \$8,000 for property damage; **Now, Therefore**,

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

**SECTION 1.** That the settlement of the claim for Cayetano Guzman, Claim No. 06163489, in the amount of \$8,000, is hereby approved.

**SECTION 2.** That the City Controller is authorized to pay Cayetano Guzman and his attorney, Elaine Hubbard Palmer, the amount of \$8,000 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor MVATT001 for property damages.

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



## **AGENDA ITEM # 10**

**KEY FOCUS AREA:** Economic Vibrancy  
Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Attorney's Office  
Public Works & Transportation

**CMO:** Thomas P. Perkins, Jr., 670-3491  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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### **SUBJECT**

Authorize a professional services contract with Jacobs Carter Burgess, Inc., for consulting services necessary to evaluate the claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975 - \$61,300 - Financing: Current Funds

### **BACKGROUND**

Texas Specialty Hospital at 7955 Harry Hines Boulevard is owned by Trans Health, Inc. d/b/a Fundamental. On March 19, 2006, portions of the hospital flooded after heavy rains. Trans Health, Inc. d/b/a Fundamental has filed a claim with the City, alleging that the City is responsible for its damages of approximately \$4.5 million.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

Council was briefed in Closed Session on April 16, 2008.

### **FISCAL INFORMATION**

Funding for this item is budgeted in the current fiscal year.

\$61,300 - Current Funds

### **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **Jacobs Carter Burgess, Inc.**

White Male	163	White Female	43
African-American Male	17	African-American Female	13
Hispanic Male	23	Hispanic Female	10
Other Male	22	Other Female	9

## **OWNER**

### **Jacobs Carter Burgess, Inc.**

Phil Deaton, Manager



## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a professional services contract with Jacobs Carter Burgess, Inc., for consulting services necessary to evaluate the claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975, in the amount of \$61,300 - Financing: Current Funds

Jacobs Carter Burgess, Inc., is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Professional Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$61,300.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$61,300.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

None

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%



April 23, 2008

**WHEREAS**, the City of Dallas is involved in a claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975; and

**WHEREAS**, the expertise of the consultant firm of Jacobs Carter Burgess, Inc. is necessary for the representation of the City in this claim; **Now, Therefore,**

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

**SECTION 1.** That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into a professional services contract with the consultant firm of Jacobs Carter Burgess, Inc. for consulting services necessary to represent the City of Dallas in the claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975, and any other proceedings related to the subject matter of this claim, in an amount not to exceed \$61,300.

**SECTION 2.** That the City Controller is authorized to disburse, in periodic payments to the consultant firm of Jacobs Carter Burgess, Inc., an amount not to exceed \$61,300 from Fund 0192, Department ORM, Unit 3890, Obj. 3070, Encumbrance No. ATT38908F022, Vendor No. 120050.

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



## **AGENDA ITEM # 11**

**KEY FOCUS AREA:** Economic Vibrancy  
Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** City Attorney's Office  
Public Works & Transportation

**CMO:** Thomas P. Perkins, Jr., 670-3491  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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### **SUBJECT**

Authorize a professional services contract with Halff Associates, Inc. for consulting services necessary to evaluate the claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975 - \$104,335 - Financing: Current Funds (\$77,291) and 2003 Bond Funds (27,044)

### **BACKGROUND**

Texas Specialty Hospital at 7955 Harry Hines Boulevard is owned by Trans Health, Inc. d/b/a Fundamental. On March 19, 2006, portions of the hospital flooded after heavy rains. Trans Health, Inc. d/b/a Fundamental has filed a claim with the City, alleging that the City is responsible for its damages of approximately \$4.5 million.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

Council was briefed in Closed Session on April 16, 2008.

### **FISCAL INFORMATION**

Funding for this item is budgeted in the current fiscal year.

\$77,291 - Current Funds  
\$27,044 - 2003 Bond Funds

### **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **Halff Associates, Inc.**

White Male	313	White Female	105
African-American Male	13	African-American Female	12
Hispanic Male	74	Hispanic Female	21
Other Male	20	Other Female	7

## **OWNER**

### **Halff Associates, Inc.**

Martin Molloy, P.E., President

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a professional services contract with Halff Associates, Inc. for consulting services necessary to evaluate the claim filed by Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975 - \$104,335 - Financing: Current Funds (\$77,291) and 2003 Bond Funds (27,044)

Halff Associates, Inc. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Professional Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$104,335.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$104,335.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

None

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%





April 23, 2008

**WHEREAS**, the City of Dallas is involved in a claim involving Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975; and

**WHEREAS**, the expertise of the consultant firm of Halff Associates, Inc. is necessary for the representation of the City in this claim; **Now, Therefore,**

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

**SECTION 1.** That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into a professional services contract with the consultant firm of Halff Associates, Inc. for consulting services necessary to represent the City of Dallas in the claim involving Trans Health, Inc. d/b/a Fundamental, Claim No. 06168975, and any other proceedings related to the subject matter of this claim, in an amount not to exceed \$104,335.

**SECTION 2.** That the City Controller is authorized to disburse, in periodic payments to the consultant firm of Halff Associates, Inc., for services necessary in Phase 1 of the contract in an amount not to exceed \$77,291 from Fund 0192, Department ORM, Unit 3890, Obj. 3070, Encumbrance No. ATT38908F021, Vendor No. 089861.

**SECTION 3.** That the City Controller is authorized to disburse, in periodic payments to the consultant firm of Halff Associates, Inc., for services necessary in Phase 2 and 3 of the contract in an amount not to exceed \$27,044 from Fund 4R23, Department PBW, Unit R701, Activity SDRS, Obj. 4111, Program PB03R701, Encumbrance No. PBW03R701G1, Vendor No. 089861, Fund Name Flood Protection and Storm Drainage Facilities Fund.

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



## AGENDA ITEM # 12

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Code Compliance

**CMO:** David O. Brown, 670-3390

**MAPSCO:** 43V

---

### SUBJECT

Authorize moving expense and replacement housing payments for homeowner, Roena Mozelle Clem, as a result of an order to vacate and demolish by the Urban Rehabilitation Standards Board – Not to exceed \$77,700 – Financing: 2007-08 Community Development Grant Funds

### BACKGROUND

Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas entitled “Relocation Assistance-Eminent Domain”, provides replacement housing payments for homeowners displaced by City of Dallas code enforcement activities in an amount necessary to purchase a decent, safe and sanitary dwelling. On February 15, 2005, Roena Mozelle Clem, an 82 year old female, was displaced from property located at Lot 11, Block C/7240, in the Hillside Addition, also known as 1910 Ivanhoe Lane. Pursuant to City Code, Ms. Clem qualifies for moving expense and replacement housing payments and will use this payment to purchase a replacement dwelling.

### PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On February 15, 2005, the Urban Rehabilitation Standards Board issued an order to vacate and demolish pursuant to Chapter 27 of the Revised Code of Civil and Criminal Ordinances of the City of Dallas.

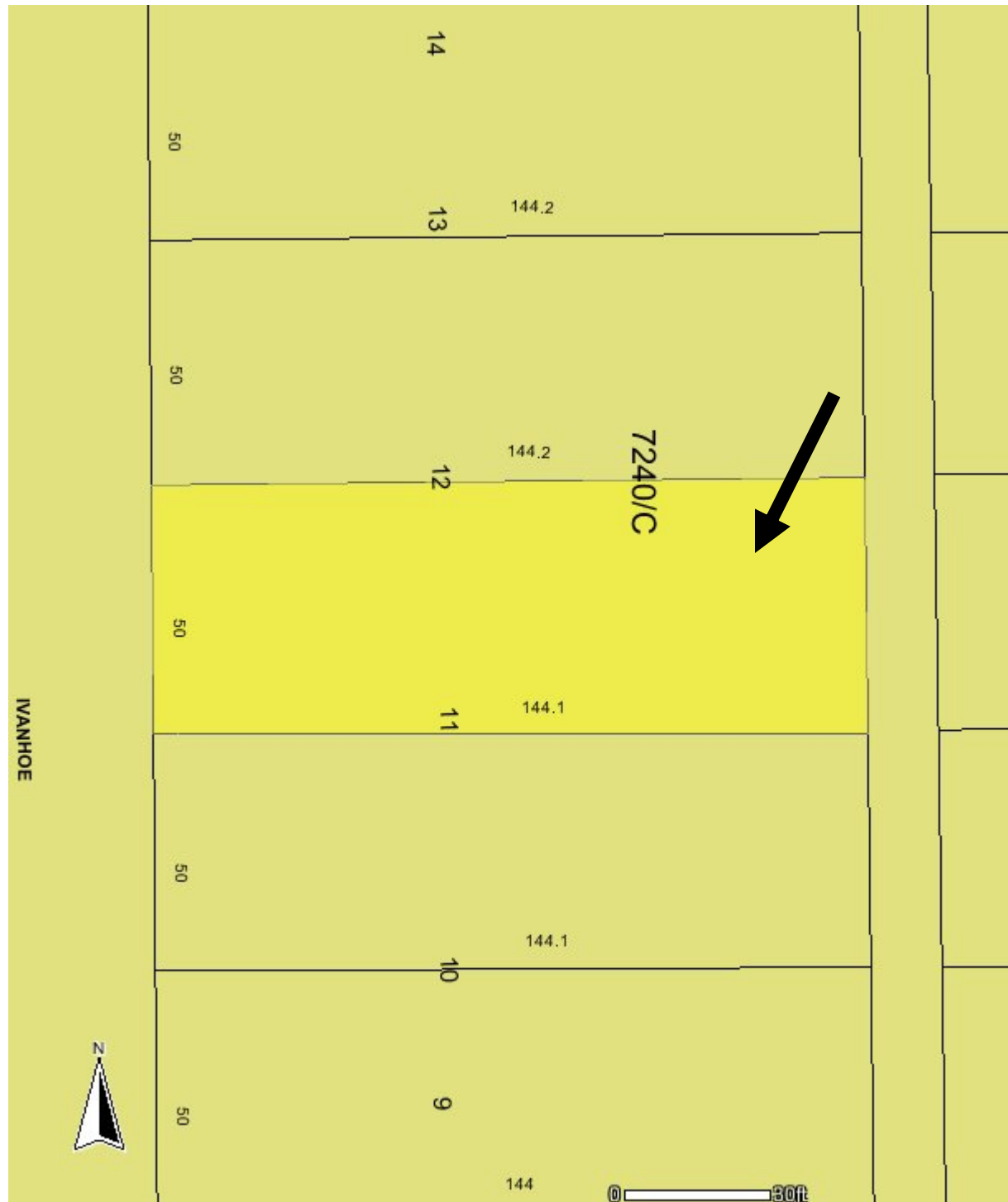
### FISCAL INFORMATION

2007-08 Community Development Grant Funds - \$77,700

### MAP

Attached

# CODE ENFORCEMENT RELOCATION ASSISTANCE



Lot 7, Block C/7240—1910 Ivanhoe Lane

April 23, 2008

**WHEREAS**, on February 15, 2005, pursuant to provisions of Article IV, Section 27-3(25) of the Revised Code of Civil and Criminal Ordinances of the City of Dallas, the Urban Rehabilitation Standards Board in its regular meeting in and for said City, having inspected the property in question and after due consideration found the structure constituted an urban nuisance in respect to the structure situated on Lot 11, Block C/7240, in the Hillside Addition, official City numbers, and more commonly known as 1910 Ivanhoe Lane, Dallas, Texas issued an order to vacate and demolish; and

**WHEREAS**, Roena Mozelle Clem, owner-occupant, of the property being situated on Lot 11, Block C/7240, official City numbers, and being also known as 1910 Ivanhoe Lane, vacated and the structure will be demolished. Roena Mozelle Clem was displaced as a direct result of this order; and

**WHEREAS**, Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas entitled "Relocation Assistance-Eminent Domain" provides moving expense and replacement housing payments for homeowners displaced by code enforcement activities of the City of Dallas in an amount necessary to purchase a safe, decent and sanitary dwelling; and

**Now Therefore,**

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

**Section 1.** That Roena Mozelle Clem is entitled to moving expense and replacement housing payments for homeowners pursuant to Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas, entitled "Relocation Assistance-Eminent Domain".

**Section 2.** That Roena Mozelle Clem is entitled to a moving expense payment in the amount \$1,200 and a replacement housing payment in the amount of \$76,500.

**Section 3.** That the City Controller is authorized to draw a warrant in favor of Roena Mozelle Clem in an amount not to exceed \$77,700, representing moving expense and replacement housing payments.

This warrant is to be paid as follows:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>Act. Code</u>	<u>CT</u>	<u>Vendor No</u>	<u>Amount</u>
CD07	CCS	2843	3530	CC04	CCS2843E003	VC0000004542	\$ 1,200
CD07	CCS	2843	3530	CC04	CCS2843E001	VC0000004540	\$76,500

April 23, 2008

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

Distribution:

Code Compliance – Forest E. Turner  
City Attorney – Thomas P. Perkins  
Office of Financial Services/Community Development, 4FS

## AGENDA ITEM # 13

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 4

**DEPARTMENT:** Code Compliance  
Housing

**CMO:** David O. Brown, 670-3390  
A. C. Gonzalez, 671-8925

**MAPSCO:** 65C

---

### **SUBJECT**

Authorize a replacement housing payment and disbursement of funds from the SHARE Program for homeowner, Betty Hooks Davis, as a result of an order to vacate and demolish by the Urban Rehabilitation Standards Board - Not to exceed \$87,500 - Financing: 2001-02 Community Development Grant Funds (\$65,000) and 2007-08 Community Development Grant Funds (\$22,500)

### **BACKGROUND**

Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas entitled "Relocation Assistance-Eminent Domain", provides replacement housing payments for homeowners displaced by City of Dallas code enforcement activities. On June 17, 2005, Betty Hooks Davis, a 72 year old female, was displaced from property located on Lot 2, Block 3/5018, in the Oak Cliff Gardens Addition, also known as 2122 Fordham Road. Ms. Betty Davis qualifies for a \$22,500 replacement housing payment pursuant to the City Code and will use this payment in conjunction with a \$65,000 loan from the SHARE Program to reconstruct an on-site replacement dwelling.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

On January 24, 1996, Council authorized the Program Statement for the SHARE Demonstration Program and authorized the implementation of the Housing Department's SHARE Program, by Resolution No. 96-0444.

On October 22, 1997, Council authorized an extension for the SHARE Program activities, by Resolution No. 97-2472.

**PRIOR ACTION/REVIEW (Council, Boards, Commissions)** (continued)

On August 23, 2000, Council authorized an amendment to the Program Statement for the SHARE Program, increasing the maximum loan from \$17,500 to \$27,500, by Resolution No. 00-2652.

On August 14, 2002, Council authorized an amendment to the Program Statement for the SHARE Program, increasing the maximum loan from \$27,500 to \$32,500, by Resolution No. 02-2272.

On November 10, 2004, Council authorized an amendment to the Program Statement for the SHARE Program, increasing the maximum loan from \$32,500 to \$47,500, by Resolution No. 04-3194.

On June 17, 2005, the Urban Rehabilitation Standards Board issued an order to vacate and demolish pursuant to Chapter 27 of the Revised Code of Civil and Criminal Ordinances of the City of Dallas.

On November 12, 2007, Council authorized an amendment to the Program Statement for the Reconstruction/SHARE Program, increasing the maximum loan from \$47,500 to \$65,000, by Resolution No. 07-3306.

**FISCAL INFORMATION**

2001-02 Community Development Grant Funds - \$65,000

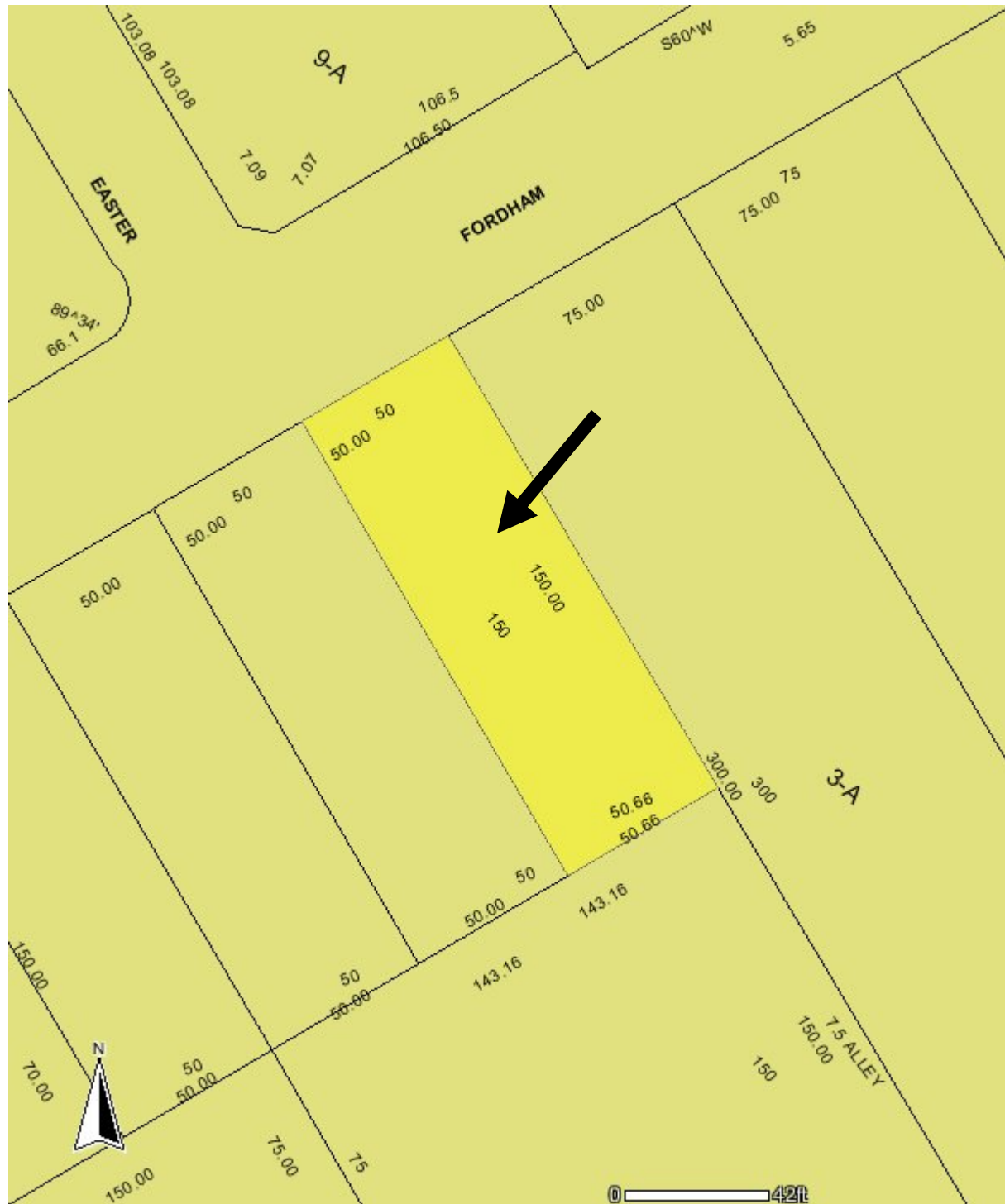
2007-08 Community Development Grant Funds - \$22,500

**MAP**

Attached



# CODE ENFORCEMENT RELOCATION ASSISTANCE



Lot 2, Block 3/5018—2122 Fordham Road



April 23, 2008

**WHEREAS**, Betty Davis, owner-occupant, of the property being situated on Lot 2, Block 3/5018, in the Oak Cliff Gardens Addition, official City numbers, and more commonly known as 2122 Fordham Road, Dallas, Texas, was displaced as a direct result of this order; and

**WHEREAS**, Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas entitled "Relocation Assistance-Eminent Domain" provides replacement housing payments for homeowners displaced by code enforcement activities of the City of Dallas; and

**WHEREAS**, on January 24, 1996, Council authorized the Program Statement for the SHARE Demonstration Program and authorized the implementation of the Housing Department's SHARE Program, by Resolution No. 96-0444; and

**WHEREAS**, on October 22, 1997, Council approved an extension to the City's SHARE Program activities, by Resolution No. 97-2472; and

**WHEREAS**, on August 23, 2000, Council approved an amendment to the Program Statement for the City's SHARE Program increasing the maximum loan from \$17,500 to \$27,500, by Resolution No. 00-2652; and

**WHEREAS**, on August 14, 2002, Council approved an amendment to the Program Statement for the City's SHARE Program increasing the maximum loan from \$27,500 to \$32,500, by Resolution No. 02-2272; and

**WHEREAS**, on November 10, 2004, Council approved an amendment to the Program Statement for the City's SHARE Program increasing the maximum loan from \$32,500 to \$47,500, by Resolution No. 04-3194; and

**WHEREAS**, on June 17, 2005, pursuant to provisions of Article IV, Section 27-3(25) of the Revised Code of Civil and Criminal Ordinances of the City of Dallas, the Urban Rehabilitation Standards Board in its regular meeting in and for the said City having inspected the property in question and after due consideration found the structure constituted an urban nuisance in respect to the structure situated on Lot 2, Block 3/5018, in the Oak Cliff Gardens Addition, official City numbers, and more commonly known as 2122 Fordham Road, Dallas, Texas, issued an order to vacate and demolish; and

**WHEREAS**, on November 12, 2007, Council authorized an amendment to the Program Statement for the Reconstruction/SHARE Program increasing the maximum loan from \$47,500 to \$65,000, by Resolution No. 07-3306; and

April 23, 2008

**WHEREAS**, Betty Davis qualifies for a replacement housing payment and has been approved to receive a loan from the City's SHARE Program; and

**Now Therefore,**

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

**Section 1.** That Betty Davis is entitled to a replacement housing payment for homeowners in the amount of \$22,500 pursuant to Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas, entitled "Relocation Assistance-Eminent Domain", and will receive a \$65,000 loan from the City's SHARE Program.

**Section 2.** That the City Controller is authorized to draw warrants in favor of Betty Davis in an amount not to exceed \$87,500.

These warrants are to be paid as follows:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>Act. Code</u>	<u>CT</u>	<u>Vendor No</u>	<u>Amount</u>
CD01	HOU	5444	3530	HO90	HOU5444D016	VC0000004538	\$65,000
CD07	CCS	2843	3530	CC04	CCS2843E002	VC0000004538	\$22,500

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

Distribution:

Code Compliance – Forest E. Turner  
City Attorney – Thomas P. Perkins  
Housing – Jerry Killingsworth  
Office of Financial Services/Community Development, 4FS

## AGENDA ITEM # 14

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 4

**DEPARTMENT:** Code Compliance

**CMO:** David O. Brown, 670-3390

**MAPSCO:** 56W

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### SUBJECT

Authorize a replacement housing payment for homeowners, Frank and Minnie Simmons, as a result of an order to vacate and demolish by the Urban Rehabilitation Standards Board – Not to exceed \$78,900 – Financing: 2007-08 Community Development Grant Funds

### BACKGROUND

Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas entitled “Relocation Assistance-Eminent Domain”, provides replacement housing payments for homeowners displaced by City of Dallas code enforcement activities in an amount necessary to purchase a decent, safe and sanitary dwelling. On February 1, 2005, Frank Simmons, a 78 year old male and Minnie Simmons a 75 year old female were displaced from property located at NW 58’ of Lot 4, Block 6085, in the Mrs. Robert M. Hunts Addition, also known as 4126 Bonnie View Road. Pursuant to City Code, Mr. and Mrs. Simmons qualifies for a \$78,900 replacement housing payment and will use this payment to purchase a replacement dwelling.

### PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On February 1, 2005 the Urban Rehabilitation Standards Board issued an order to vacate and demolish pursuant to Chapter 27 of the Revised Code of Civil and Criminal Ordinances of the City of Dallas.

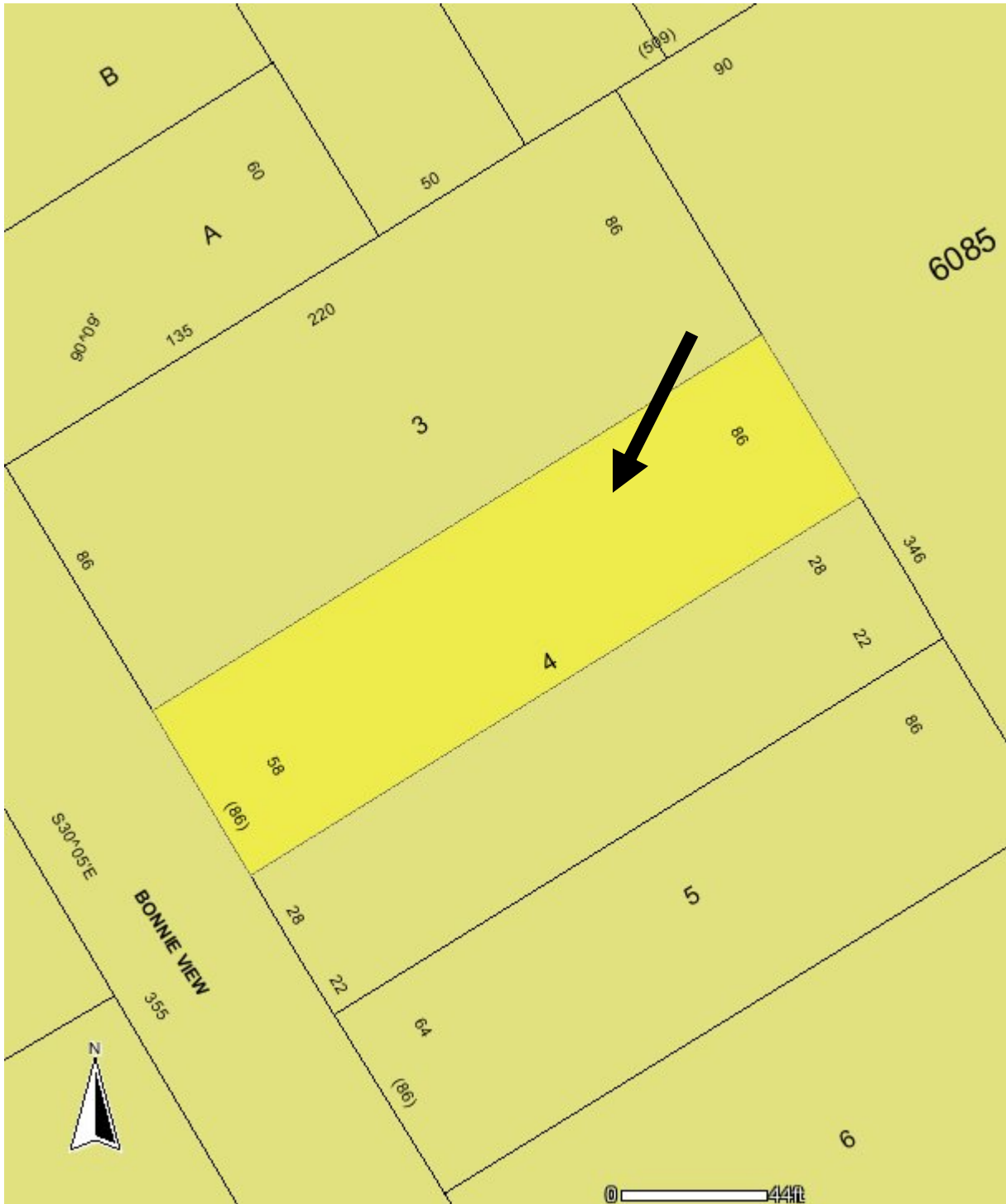
### FISCAL INFORMATION

2007-08 Community Development Grant Funds - \$78,900

### MAP

Attached

# CODE ENFORCEMENT RELOCATION ASSISTANCE



Lot 4, Block 6085—4126 Bonnie View Road

April 23, 2008

**WHEREAS**, on February 1, 2005, pursuant to provisions of Article IV, Section 27-3(25) of the Revised Code of Civil and Criminal Ordinances of the City of Dallas, the Urban Rehabilitation Standards Board in its regular meeting in and for said City, having inspected the property in question and after due consideration found the structure constituted an urban nuisance in respect to the structure situated on NW 58' of Lot 4, Block 6085, in the Mrs. Robert M. Hunts Addition, official City numbers, and more commonly known as 4126 Bonnie View Road, Dallas, Texas issued an order to vacate and demolish; and

**WHEREAS**, Frank and Minnie Simmons, owner-occupants, of the property being situated on NW 58' of Lot 4, Block 6085, official City numbers, and being also known as 4126 Bonnie View Road, vacated and the structure will be demolished. Frank and Minnie Simmons were displaced as a direct result of this order; and

**WHEREAS**, Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas entitled "Relocation Assistance-Eminent Domain" provides replacement housing payments for homeowners displaced by code enforcement activities of the City of Dallas in an amount necessary to purchase a safe, decent and sanitary dwelling; and

**Now Therefore,**

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

**Section 1.** That Frank and Minnie Simmons are entitled to a replacement housing payment for homeowners in the amount of \$78,900 pursuant to Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas, entitled "Relocation Assistance-Eminent Domain".

**Section 2.** That the City Controller is authorized to draw a warrant in favor of Frank and Minnie Simmons in an amount not to exceed \$78,900.

This warrant is to be paid as follows:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>Act. Code</u>	<u>CT</u>	<u>Vendor No</u>	<u>Amount</u>
CD07	CCS	2843	3530	CC04	CCS2843E004	VC0000004539	\$78,900

April 23, 2008

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

Distribution:

Code Compliance – Forest E. Turner  
City Attorney – Thomas P. Perkins  
Office of Financial Services/Community Development, 4FS



## AGENDA ITEM # 15

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Code Compliance  
Public Works & Transportation

**CMO:** David O. Brown, 670-3390  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 55H

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### SUBJECT

Authorize moving expense and replacement housing payments for Jesse Edward Lewis in the Cadillac Heights Neighborhood as a result of an official written offer of just compensation to purchase real property for the new Dallas Police Academy - Not to exceed \$41,090 - Financing: 2003 Bond Funds

### BACKGROUND

Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas entitled "Relocation Assistance-Eminent Domain" provides moving expense and replacement housing payments for homeowners displaced by the City of Dallas in conjunction with its real property acquisition activities. On June 14, 2006, the City Council approved Resolution No. 06-1561 which authorized the acquisition of real property Lot 8, Block 3/5906, in the Cadillac Place addition, official City numbers, and more commonly known as 2431 Chrysler Drive for the new Dallas Police Academy. Jesse Edward Lewis will be displaced as a direct result of this property acquisition. He has qualified for moving expense and replacement housing payments pursuant to City Code and will use the replacement housing payment to acquire a replacement property.

### PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On June 14, 2006, the City Council authorized the acquisition of single family homes in the Cadillac Heights neighborhood for the new Dallas Police Academy by Resolution No. 06-1561.

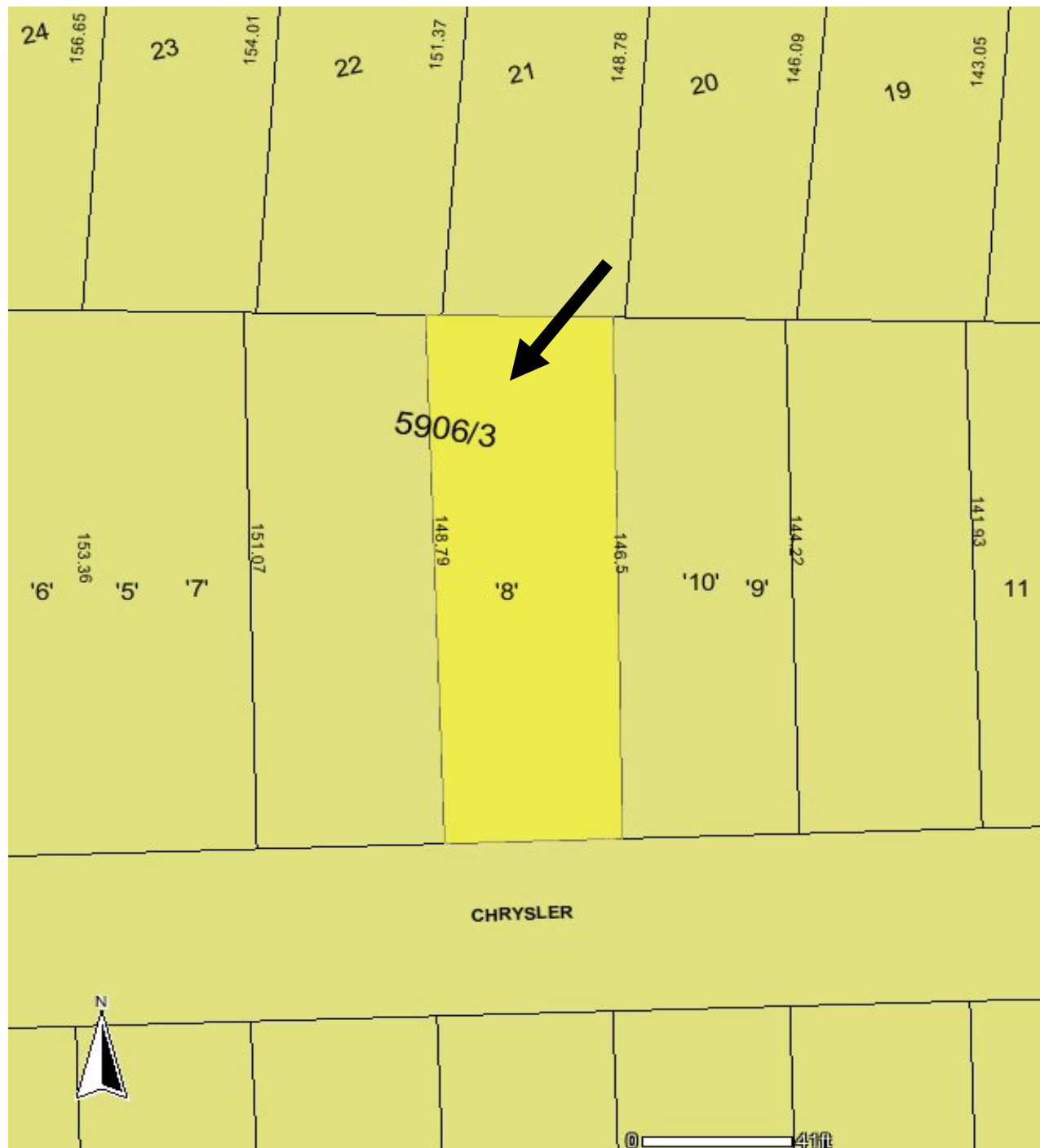
### FISCAL INFORMATION

2003 Bond Funds - \$41,090

**MAP**

Attached

# DALLAS POLICE ACADEMY PROJECT RELOCATION ASSISTANCE



Lot 8, Block 3/5906 — 2431 Chrysler Drive



April 23, 2008

**WHEREAS**, on May 5, 2003, Dallas voters approved the use of General Obligation Bonds to acquire property for a new Dallas Police Academy facility; and

**WHEREAS**, Jesse Edward Lewis will be displaced as a direct result of this property acquisition and will vacate the property; and

**WHEREAS**, Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas entitled "Relocation Assistance-Eminent Domain" provides moving expense and replacement housing payments for homeowners displaced by the City of Dallas property acquisition activities; and

**WHEREAS**, on June 14, 2006, the City Council approved Resolution No. 06-1561 authorizing the acquisition of Lot 8, Block 3/5906, in the Cadillac Place addition, and more commonly known as 2431 Chrysler Drive located in the Cadillac Heights neighborhood, to be used in conjunction with the construction of the new Dallas Police Academy; and

**Now Therefore,**

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

**Section 1.** That Jesse Edward Lewis will be displaced in conjunction with the new Dallas Police Academy and is entitled to moving expense and replacement housing payments pursuant to Chapter 39A of the Revised Code of Civil and Criminal Ordinances of the City of Dallas, entitled "Relocation Assistance-Eminent Domain".

**Section 2.** That Jesse Edward Lewis is eligible to receive a moving expense payment in the amount of \$1,100 and a replacement housing payment in the amount of \$39,990.

**Section 3.** That the City Controller is authorized to draw warrants in favor of Jesse Edward Lewis in the amount of \$41,090 representing moving expense and replacement housing payments.

These warrants are to be paid as follows:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>Act Code</u>	<u>Prog No</u>	<u>CT</u>	<u>Vendor No</u>	<u>Amount</u>
5R44	PBW	R960	4240	POFA	PB03R960	PBW03R960D6	VC0000004311	\$39,990
5R44	PBW	R960	4240	POFA	PB03R960	PBW03R960D5	VC0000004312	\$ 1,100

April 23, 2008

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

Distribution:

Code Compliance – Forest E. Turner  
City Attorney – Thomas P. Perkins  
Department of Development Service – Theresa O'Donnell  
Public Works and Transportation – Elizabeth Fernandez  
City Controller - Sherrian Parham, 4BN

**AGENDA ITEM # 16**

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** Communication and Information Services

**CMO:** Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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**SUBJECT**

Authorize an increase in the contract amount for one additional month for the final hosting and support services, in support of converting the Human Resources Information System from USinternetworking, Inc. to the City of Dallas Communication and Information Services Department - Not to exceed \$45,152, from \$711,608 to \$756,760 - Financing: Current Funds

**BACKGROUND**

In November 2005, during a briefing on the Human Resources Information System (HRIS) to the Finance, Audit and Accountability Council Committee, the Committee and staff agreed to develop strategies to bring the HRIS database servers in-house for hosting, maintenance and technical support by City staff.

On August 22, 2007, City Council authorized a thirty-six (36) month contract with Sun Systems for the lease of computer servers and other computer equipment that was to be used to migrate the HRIS processing from USinternetworking, Inc. to internal CIS hardware and support. These servers were scheduled to be installed by September 30, 2007 as a pre-requisite for beginning the conversion testing. Final conversion was initially planned for January 31, 2008.

On September 13, 2006 and on September 26, 2007, City Council authorized a total of sixteen (16) months of management, hosting and support services for the conversion of the Human Resources Information System to an in-house operation.

To ensure a successful transition and avoid disruption in critical Human Resources and Payroll services (payroll processing, report writing and analysis), it was necessary to maintain USinternetworking's services for one additional month. Staff performed final system tests to ensure the optimum functionality of the new HRIS servers and the accurate migration of data from the servers currently hosted by USinternetworking, Inc. Final migration and conversion was successfully concluded on February 29, 2008.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

In November 2005, Finance, Audit and Accountability Council Committee and staff agreed to develop strategies to bring the HRIS database servers in-house for hosting, maintenance and technical support by City staff.

On August 29, 2006, the Finance, Audit and Accountability Council Committee was briefed.

On September 13, 2006, City Council approved a month-to-month contract with USinternetworking, Inc. not to exceed twelve (12) months in the amount of \$531,000, with Resolution # 06-2483.

On September 26, 2007, City Council approved a month-to-month amendment contract with USinternetworking, Inc. not to exceed four (4) months in the amount of \$180,608, with Resolution # 07-2747.

On September 30, 2007, computer servers were scheduled to be installed as a pre-requisite for beginning the conversion testing.

## **FISCAL INFORMATION**

\$45,152 – Current Funds

## **M/WBE INFORMATION**

0	Vendors contacted
0	No Response (No bid)
0	Response (Bid)
0	Response (No Bid)
0	Successful

There are no M/WBE business opportunities associated with this contract. The recommended vendor has fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

## **ETHNIC COMPOSITION**

USinternetworking, Inc.

Hispanic Female	2	Hispanic Male	6
Black Female	11	Black Male	17
Other Female	10	Other Male	57
White Female	93	White Male	250



## **PROPOSAL INFORMATION**

The following proposal was received and opened on March 30, 2006. This contract is being awarded to the most advantageous proposer.

### **Proposer**

**USinternetworking, Inc.**

### **Address**

**2500 Riva Road  
Annapolis, MD 21401**

### **OWNER**

**USinternetworking, Inc.**

Andrew A. Stern, President  
Don Ameche, Vice President



April 23, 2008

**WHEREAS**, pursuant to the competitive bid laws of the State of Texas, the City of Dallas requested competitively sealed proposals for the Hosting and Support Services of the City of Dallas Human Resources Information System (HRIS) for a month to month contract; and

**WHEREAS**, the City of Dallas selected the firm of USinternetworking, Inc. for award of the management, hosting, and support services of the HRIS; and

**WHEREAS**, the City Council approved a month-to-month contract with USinternetworking, Inc. not to exceed twelve (12) months on September 13, 2006, with Resolution # 06-2483; and

**WHEREAS**, the City Council approved a month-to-month amendment contract with USinternetworking, Inc. not to exceed four (4) months on September 26, 2007, with Resolution # 07-2747; and

**WHEREAS**, the City of Dallas recommends an increase in the contract amount for one additional month for the final hosting and support services, in support of converting the Human Resources Information System from USinternetworking, Inc. to the City of Dallas Communication and Information Services Department, not to exceed \$45,152, from \$711,608 to \$756,760;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager or designee be and is hereby authorized to execute a supplemental agreement with USinternetworking, Inc. to increase the contract amount, not to exceed \$45,152, from \$711,608 to \$756,760, for final hosting and support services relative to Human Resources Information System (HRIS).

**Section 2.** That the City Controller is authorized to disburse funds from Fund 0198, Dept DSV, Unit 1665, Object Code 3070, in the amount not to exceed \$45,152 to USinternetworking, Inc., Vendor # VC0000001386.

**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.

Distribution:  
Human Resources - 6AS  
Office of Financial Services - 4FN  
City Controllers' Office - Edward Scott - 4BN  
City Attorney - 7DN  
Communication and Information Services - 4DS



**AGENDA ITEM # 17**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Development Services  
Water Utilities

**CMO:** A. C. Gonzalez, 671-8925  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 45T

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**SUBJECT**

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Roger Reyna and Rosa Reyna of approximately 3,009 square feet of unimproved land located at the intersection of Cadiz Street and Industrial Boulevard for the Cadiz Pump Station Improvement Project - \$1,353 - Financing: Water Utilities Capital Construction Funds

**BACKGROUND**

This item authorizes the acquisition of approximately 3,009 square feet of unimproved land located at the intersection of Cadiz Street and Industrial Boulevard. This property will be used for the Cadiz Pump Station. The consideration is based on an independent appraisal.

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

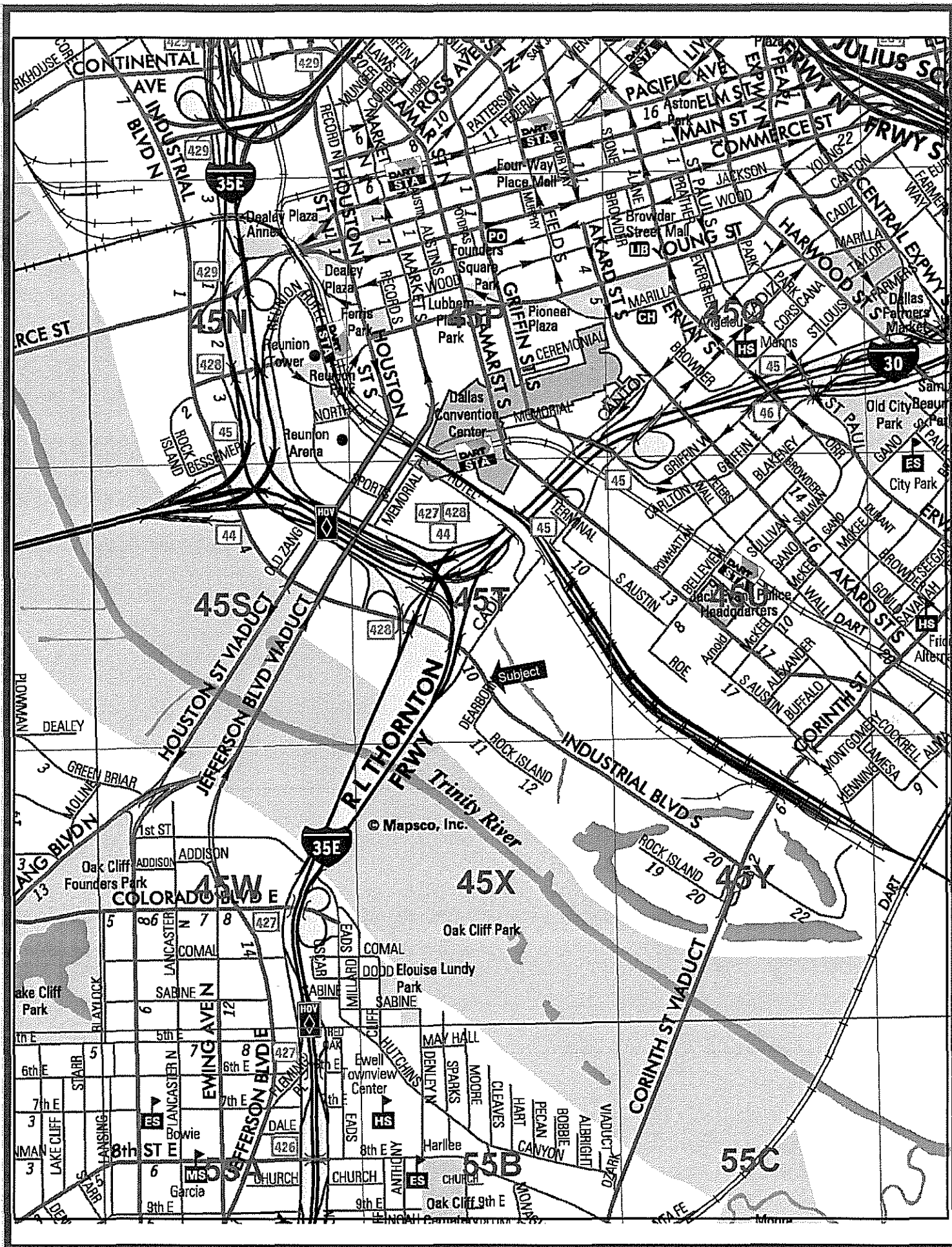
This item has no prior action.

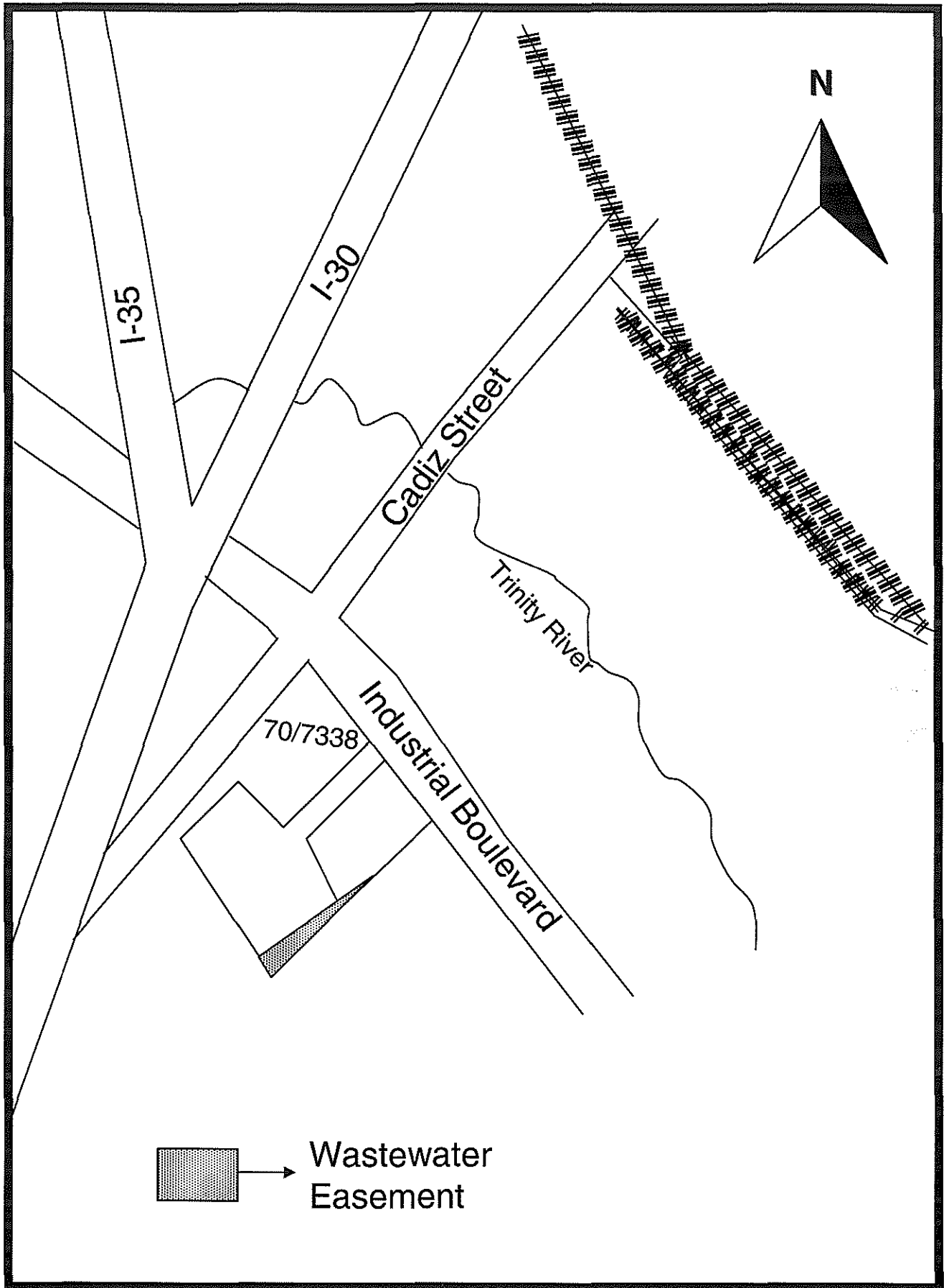
**FISCAL INFORMATION**

Water Utilities Capital Construction Funds - \$1,353

**MAPS**

Attached









April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Cadiz Street Pump Station

"PROPERTY INTEREST": Wastewater Pipeline Easement

"OWNER": Roger Reyna and Rosa Reyna, 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.

"OFFER AMOUNT": \$1,353.00

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Water Utilities Capital Construction Funds No. 0103, Department DWU, Unit CS40, Object 4250, Program No. 706310, Activity No. MPSA, Encumbrance No. CT-DWU706310EA.

April 23, 2008

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**THOMAS P. PERKINS, JR., City Attorney**

**BY**

  
Assistant City Attorney

EXHIBIT A

FIELD NOTES DESCRIBING A  
VARIABLE WIDTH WASTE WATER EASEMENT  
W. S. BEATTY SURVEY, ABSTRACT NO. 57  
IN CITY BLOCK 70/7339  
DALLAS COUNTY, TEXAS

Being part of a tract of land situated in the W.S. Beatty Survey, Abstract No. 57, Dallas County, Texas, and being part of Lot 6A and Lot 7A of Block 70/7339 official city numbers, "Beadar Inc. Industrial Boulevard Addition" an addition to the city of Dallas, as recorded in Volume 97102, Page 895, Deed Records of Dallas County, Texas, (D.R.D.C.T.) and being part of a tract of land described in the deed to Beadar, Inc. as recorded in Volume 92160, Page 1221, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at the point of intersection of the southwesterly right-of-way line of Industrial Boulevard (a 130 foot wide right-of-way) with the northwesterly right-of-way line of Dearborn Street (an 80 foot wide right-of-way);

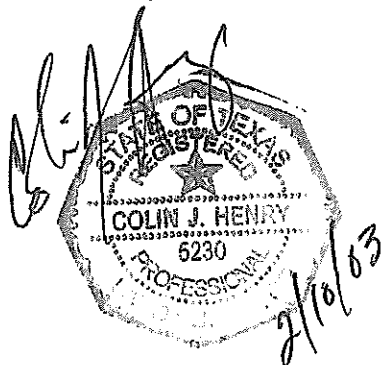
THENCE South 33 degrees 16 minutes 18 seconds West, along said northwesterly right-of-way line, a distance of 172.92 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE South 33 degrees 16 minutes 18 seconds West, continuing along said northwesterly right-of-way line, a distance of 219.79 feet to a 1/2-inch set iron rod with cap for corner in the northeasterly line of a tract of land as described by deed to the city of Dallas as recorded in Volume 74029, Page 0777 D.R.D.C.T., said iron rod being the beginning of a non-tangent circular curve to the left having a radius of 8,123.11 feet, whose chord bears North 44 degrees 10 minutes 43 seconds West, a distance of 28.09 feet;

THENCE Northwesterly, departing said northwesterly right-of-way line and along said circular curve to the left, through a central angle of 00 degrees 11 minutes 53 seconds for an arc distance of 28.09 feet to a 1/2-inch set iron rod with cap for corner;

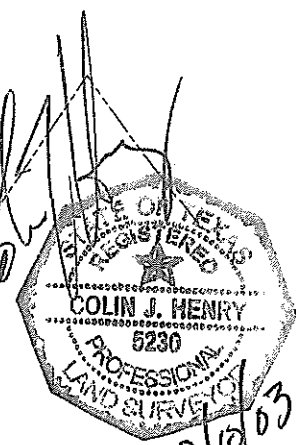
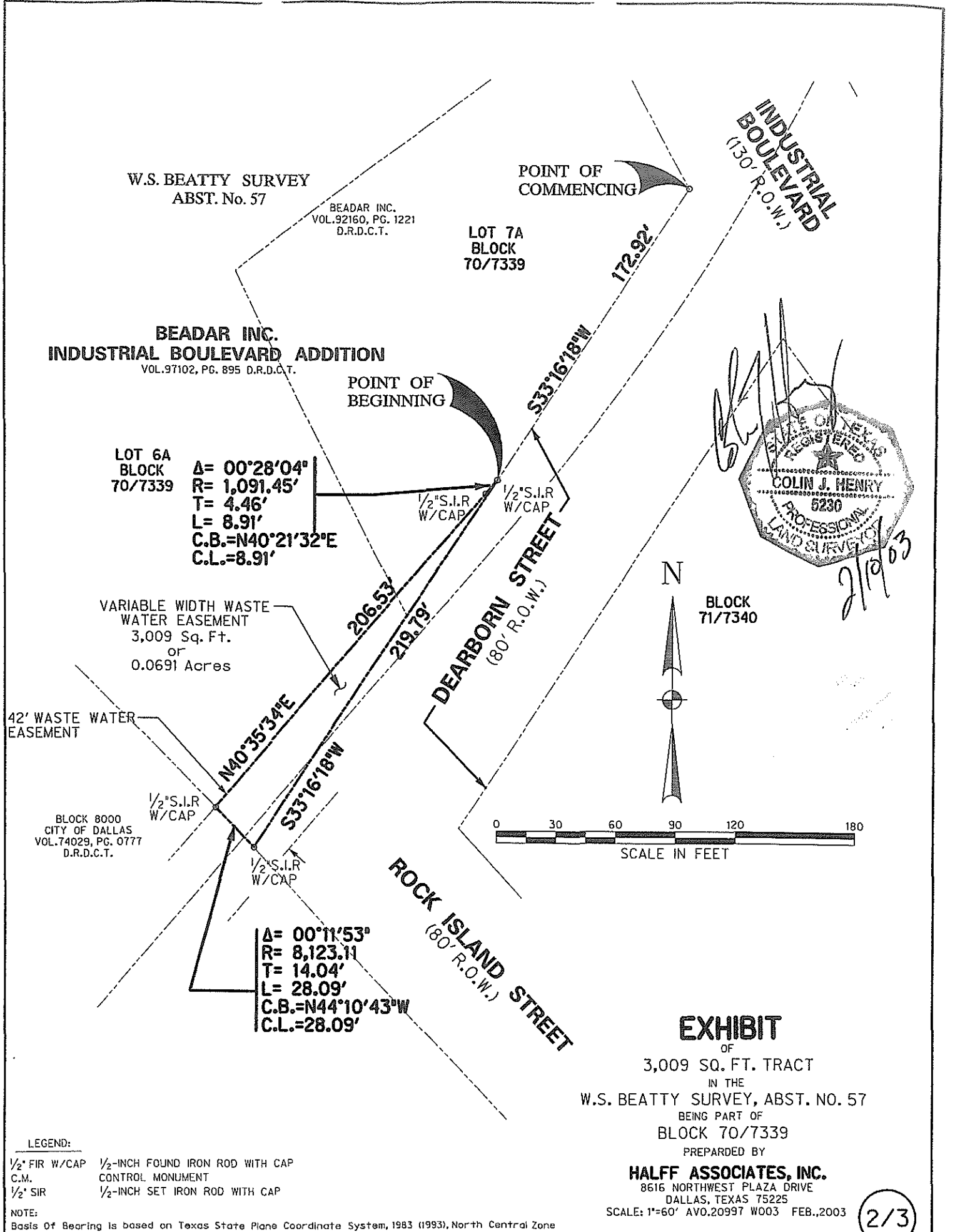
THENCE North 40 degrees 35 minutes 34 seconds East, departing said northeasterly line, a distance of 206.53 feet to a 1/2-inch set iron rod with cap for the beginning of a tangent circular curve to the left having a radius of 1,091.45 feet, whose chord bears North 40 degrees 21 minutes 32 seconds East, a distance of 8.91 feet;

THENCE Northeasterly, along said circular curve to the left, through a central angle of 00 degrees 28 minutes 04 seconds, for an arc distance of 8.91 feet to the POINT OF BEGINNING AND CONTAINING 3,009 square feet or 0.0691 acres of land, more or less. T.O.K.



REVIEWED BY  
Ld0\_0691  
6-6-05

REVIEWED BY *W. H. Cigall* 6-6-06

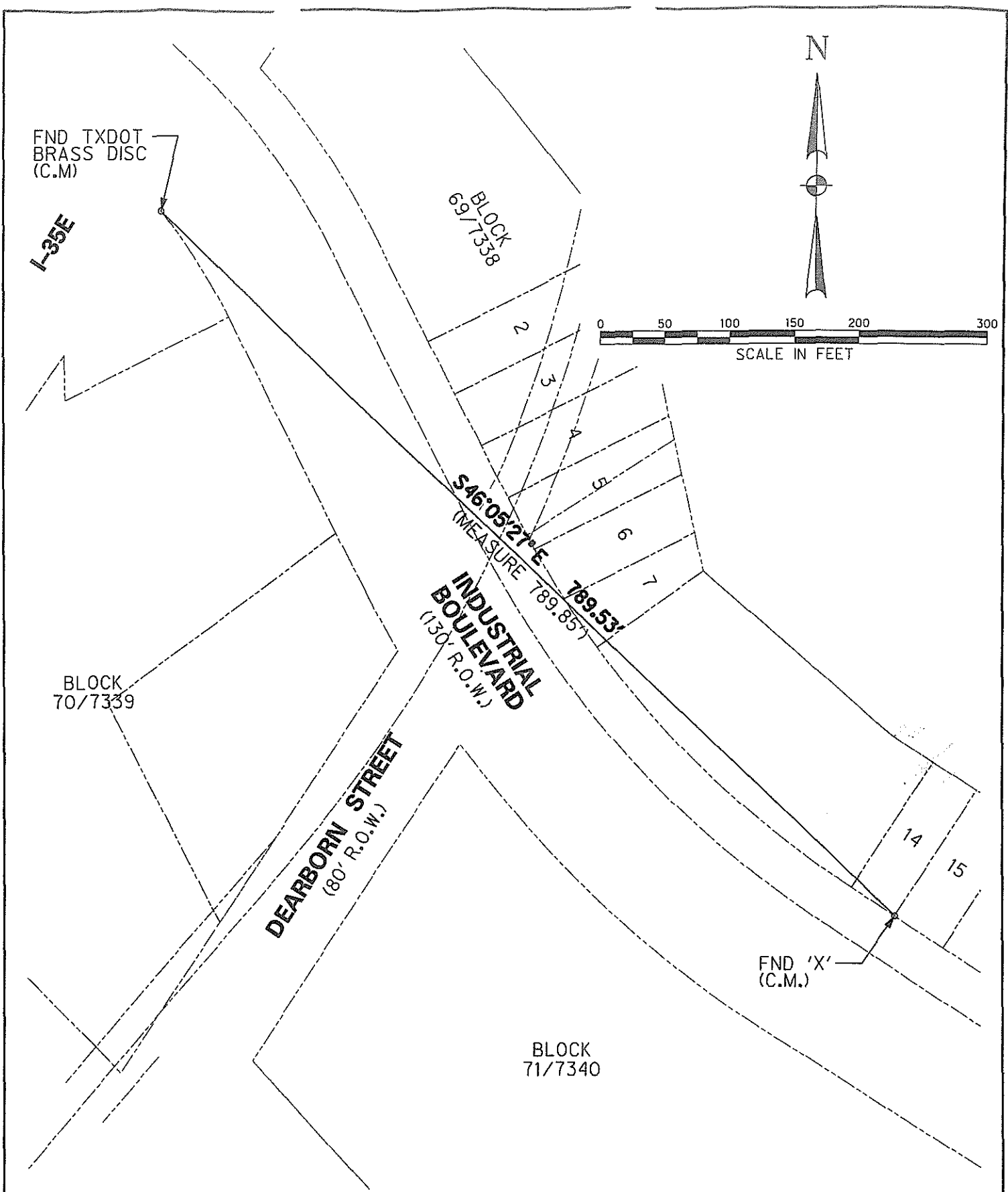


LEGEND:

$\frac{1}{2}''$  FIR W/CAP  $\frac{1}{2}$ -INCH FOUND IRON ROD WITH CAP  
C.M. CONTROL MONUMENT  
 $\frac{1}{2}''$  SIR  $\frac{1}{2}$ -INCH SET IRON ROD WITH CAP

NOTE:  
Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based upon GPS measurements from Triangulation Station 'Buckner Reset', and 'Arlington RRP'. Convergence angle at 'Buckner Reset' is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as 'C.M.'.

REVIEWED BY *Shirley L. Capell 6-6-05*



FND TXDOT  
BRASS DISC  
(C.M.)

I-35E

BLOCK  
69/7338

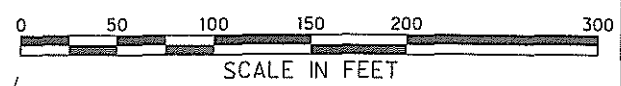
BLOCK  
70/7339

DEARBORN STREET  
(80' R.O.W.)

S46°05'27\"E  
(MEASURE 789.85')  
INDUSTRIAL  
BOULEVARD  
(130' R.O.W.)

BLOCK  
71/7340

FND 'X'  
(C.M.)



- LEGEND:
- |                 |                                  |
|-----------------|----------------------------------|
| 1/2\" FIR W/CAP | 1/2-INCH FOUND IRON ROD WITH CAP |
| C.M.            | CONTROL MONUMENT                 |
| 1/2\" SIR       | 1/2-INCH SET IRON ROD WITH CAP   |

NOTE:  
Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based upon GPS measurements from Triangulation Station 'Buckner Reset', and 'Arlington RRP'. Convergence angle at 'Buckner Reset' is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as 'C.M.'.

## CONTROLLING MONUMENTS DETAIL



**AGENDA ITEM # 18**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Development Services  
Water Utilities

**CMO:** A. C. Gonzalez, 671-8925  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 45T

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**SUBJECT**

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Shero Industrial Properties, L.P., of approximately 567 square feet of unimproved land located at the intersection of Cadiz Street and Industrial Boulevard for the Cadiz Pump Station Improvement Project - \$1,786 - Financing: Water Utilities Capital Construction Funds

**BACKGROUND**

This item authorizes the acquisition of approximately 567 square feet of unimproved land located at the intersection of Cadiz Street and Industrial Boulevard. This property will be used for the Cadiz Pump Station. The consideration is based on an independent appraisal.

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

This item has no prior action.

**FISCAL INFORMATION**

Water Utilities Capital Construction Funds - \$1,786

**OWNER**

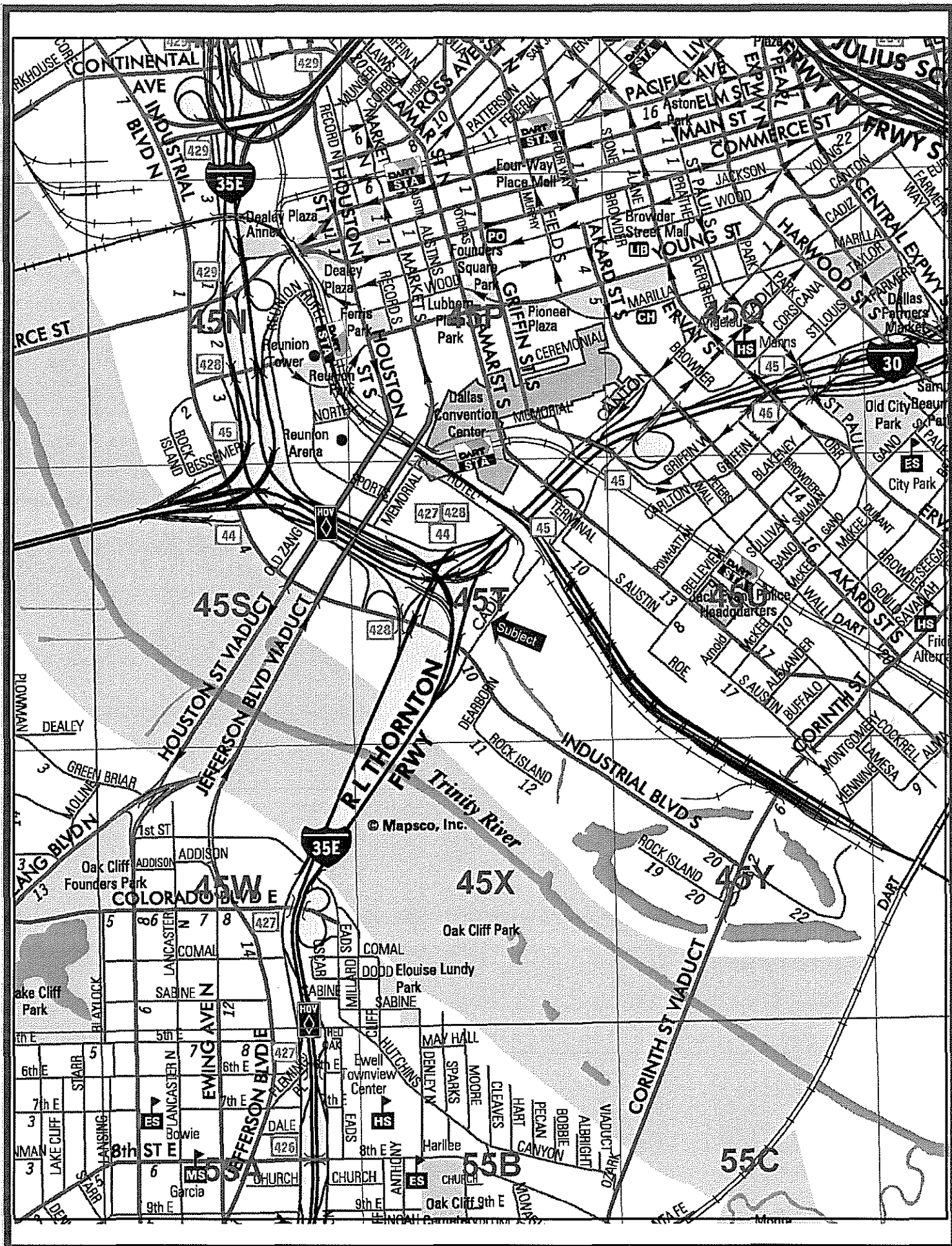
**Shero Industrial Properties, L.P.**

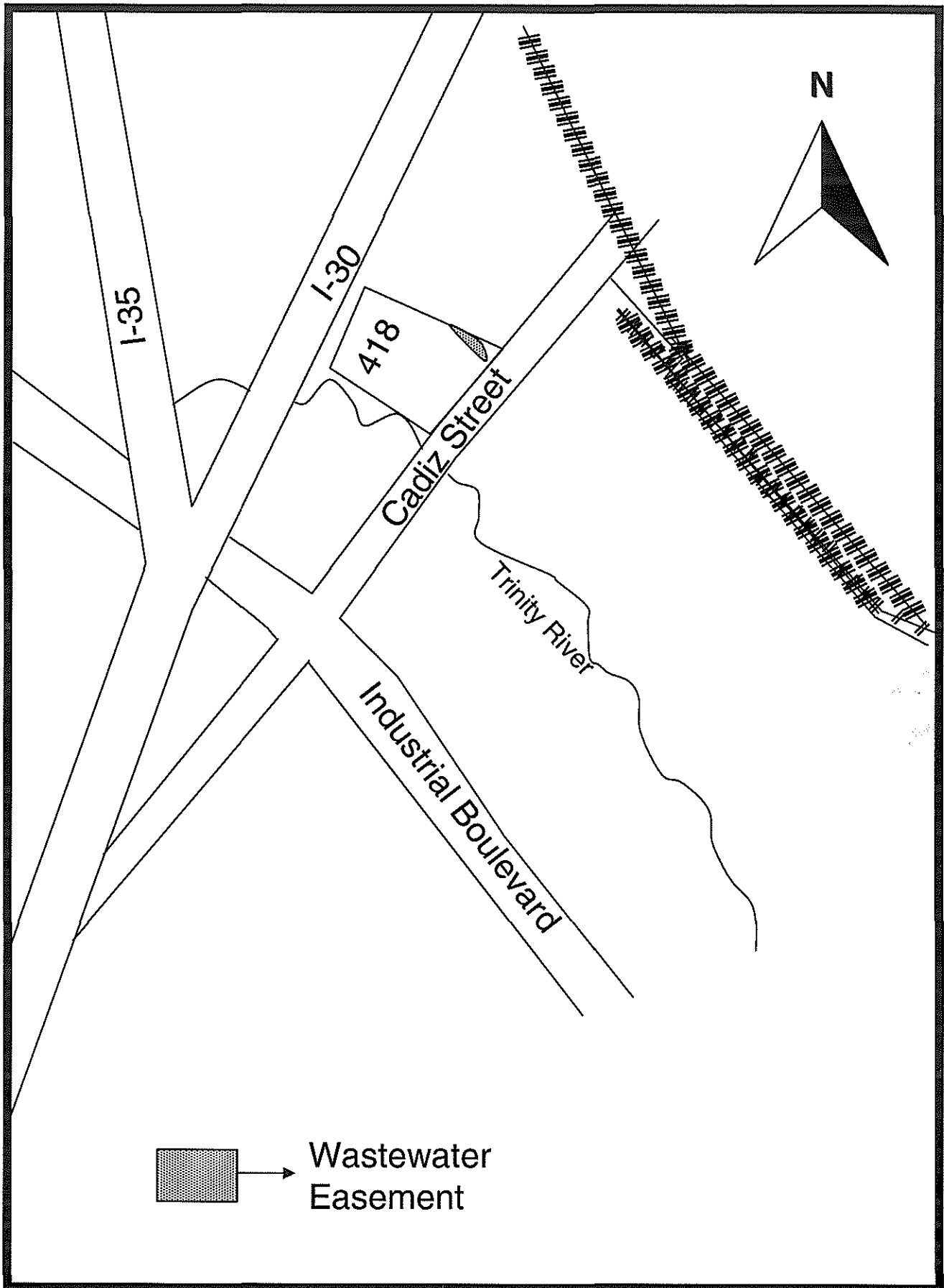
Fat Dog Beverages, Inc., General Partner  
Robert Hensley, Sr., President

## **MAPS**

Attached







April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Cadiz Street Pump Station

"PROPERTY INTEREST": Wastewater Pipeline Easement

"OWNER": Shero Industrial Properties, 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.

"OFFER AMOUNT": \$1,786.00

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Water Utilities Capital Construction Funds No. 0103, Department DWU, Unit CS40, Object 4250, Program No. 706310, Activity No. MPSA, Encumbrance No. CT-DWU706310EB.

April 23, 2008

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**THOMAS P. PERKINS, JR., City Attorney**

BY 

**Assistant City Attorney**

**VARIABLE WIDTH WASTEWATER EASEMENT**  
**In City Block 418**  
**John N. Bryan Survey, Abstract Number 149**  
**City of Dallas, Dallas County, Texas**

BEING a 567 square foot tract of land situated in the John N. Bryan Survey, Abstract Number 149, Dallas County, Texas, and being part of Block 418, (Official City Block Numbers), and being part of a tract of land described by deed to Louise Cockrell Stevens, et vir, Richard J. Stevens, as recorded in Volume 75189, Page 1230, Deed Records of Dallas County, Texas, (D.R.D.C.T.), and also being part of a tract of land described by deed to Clarence M. Cockrell, et al, as recorded in Volume 68100, Page 0555, D.R.D.C.T., said 567 square foot tract being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod for the north corner of a tract of land acquired by Louise Cockrell Stevens, et vir, by City of Dallas Ordinance No.14993 recorded in Volume 75189, Page 1230, D.R.D.C.T., said iron rod being the beginning of a non-tangent circular curve to the right having a radius of 131.37 feet, whose chord bears South 01 degrees 48 minutes 26 seconds East, a distance of 43.16 feet;

THENCE in a southeasterly direction, departing said north corner and along the westerly line of a utility easement described in deed, as recorded in Volume 75189, Page 1230, D.R.D.C.T., and along said curve to the right, through a central angle of 18 degrees 54 minutes 34 seconds, for an arc distance of 43.36 feet to a set PK nail for corner, said PK nail being the beginning of a non-tangent circular curve to the left having a radius of 1,091.45 feet, whose chord bears North 24 degrees 11 minutes 10 seconds West, a distance of 6.87 feet;

THENCE in a northwesterly direction, departing said utility easement, and along said curve to the left, through a central angle of 00 degrees 21 minutes 38 seconds, for an arc distance of 6.87 feet to a set PK nail for corner;

THENCE North 24 degrees 22 minutes 00 seconds West, a distance of 65.78 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for corner in the northeastern line of said Clarence M. Cockrell tract;

THENCE South 43 degrees 55 minutes 07 seconds East, along the northeastern line of said Cockrell tract, a distance of 36.99 feet to a 1/2-inch set iron rod with cap for corner, said iron rod being the east corner of said Cockrell tract and in the northwestern line of said Louise Cockrell Stevens tract;

THENCE North 39 degrees 13 minutes 55 seconds East, departing said northeastern line of the Cockrell tract and along said northwestern line of the Stevens tract, a distance of 4.64 feet to the POINT OF BEGINNING AND CONTAINING 567 square feet or 0.0130 acres of land, more or less. *T.D.K.*

Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based upon GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as "C.M.". *T.D.K.*

*Colin J. Henry* 11/10/06

COLIN J. HENRY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NO. 5230



JOHN N. BRYAN SURVEY  
ABST. No. 149

ORDINANCE No. 17772  
CITY OF DALLAS  
VOL. 68103, PG. 0960  
VOL. 642, PG. 532  
VOL. 618, PG. 338  
VOL. 81046, PG. 1819  
D.R.D.C.T.



SCALE 1"=20'  
SCALE IN FEET  
0 5 10 15 20 30 40 60

BLOCK 418  
VARIABLE WIDTH  
WASTEWATER EASEMENT  
567 Sq. Ft.  
or  
0.0130 Acres

ORDINANCE No. 12146  
CLARENCE M. COCKRELL, et al.  
VOL. 68100, PG. 0555  
D.R.D.C.T.

$\Delta = 00^{\circ}21'38''$   
 $R = 1,091.45'$   
 $T = 3.43'$   
 $L = 6.87'$   
 $C.B. = N24^{\circ}11'10''W$   
 $C.L. = 6.87'$

ORDINANCE No. 14993  
LOUISE COCKRELL STEVENS et vir,  
RICHARD J. STEVENS  
VOL. 75189, PG. 1230  
D.R.D.C.T.

*Abandonment*

SET PK  
NAIL

SET PK  
NAIL

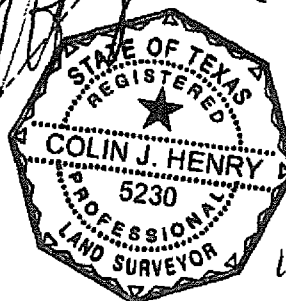
BLOCK 418

UTILITY EASEMENT  
VOL. 75189, PG. 1230  
D.R.D.C.T.

$\Delta = 18^{\circ}54'34''$   
 $R = 131.37'$   
 $T = 21.88'$   
 $L = 43.36'$   
 $C.B. = S01^{\circ}48'26''E$   
 $C.L. = 43.16'$

CADIZ PROPERTIES INC.  
VOL. 97179, PG. 2857  
D.R.D.C.T.

**CADIZ STREET**  
(VARIABLE WIDTH R.O.W.)



11/10/06

NOTE:

Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based upon GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscan V4.11. The monuments used for basis of bearing are noted hereon as "C.M.".

LEGEND:

(C.M.)	CONTROL MONUMENT
1/2" FIR	1/2-INCH FOUND IRON ROD
1/2" SIR	1/2-INCH SET IRON ROD WITH YELLOW
W/CAP	PLASTIC CAP STAMPED "HALFF ASSOC. INC."

VARIABLE WIDTH WASTEWATER EASEMENT  
IN CITY BLOCK 418  
JOHN N. BRYAN SURVEY, ABSTRACT NUMBER 149  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
SHEET 3 of 3





## AGENDA ITEM # 19

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Department of Development Services  
Water Utilities

**CMO:** A. C. Gonzalez, 671-8925  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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### SUBJECT

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Darrel R. Stephens and Dimple M. Stephens of approximately 109,916 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$37,845 - Financing: Water Utilities Capital Construction Funds

### BACKGROUND

This item authorizes the acquisition of a tract of land containing approximately 109,916 square feet of unimproved land located in Kaufman County. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni pipeline. The consideration of \$37,845 is based on an independent appraisal.

This acquisition is part of the Lake Fork Project currently underway by Dallas Water Utilities which will allow the construction of a third pipeline from Lake Tawakoni to the Tawakoni Balancing Reservoir, and then to the Eastside Water Treatment Plant. Ultimately, a new 144-inch pipeline will be placed parallel to the existing 72-inch and 84-inch pipelines. The construction of the third pipeline from Lake Tawakoni to Dallas will allow capacity for Lake Fork to supply water to meet current City needs and future water demands.

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

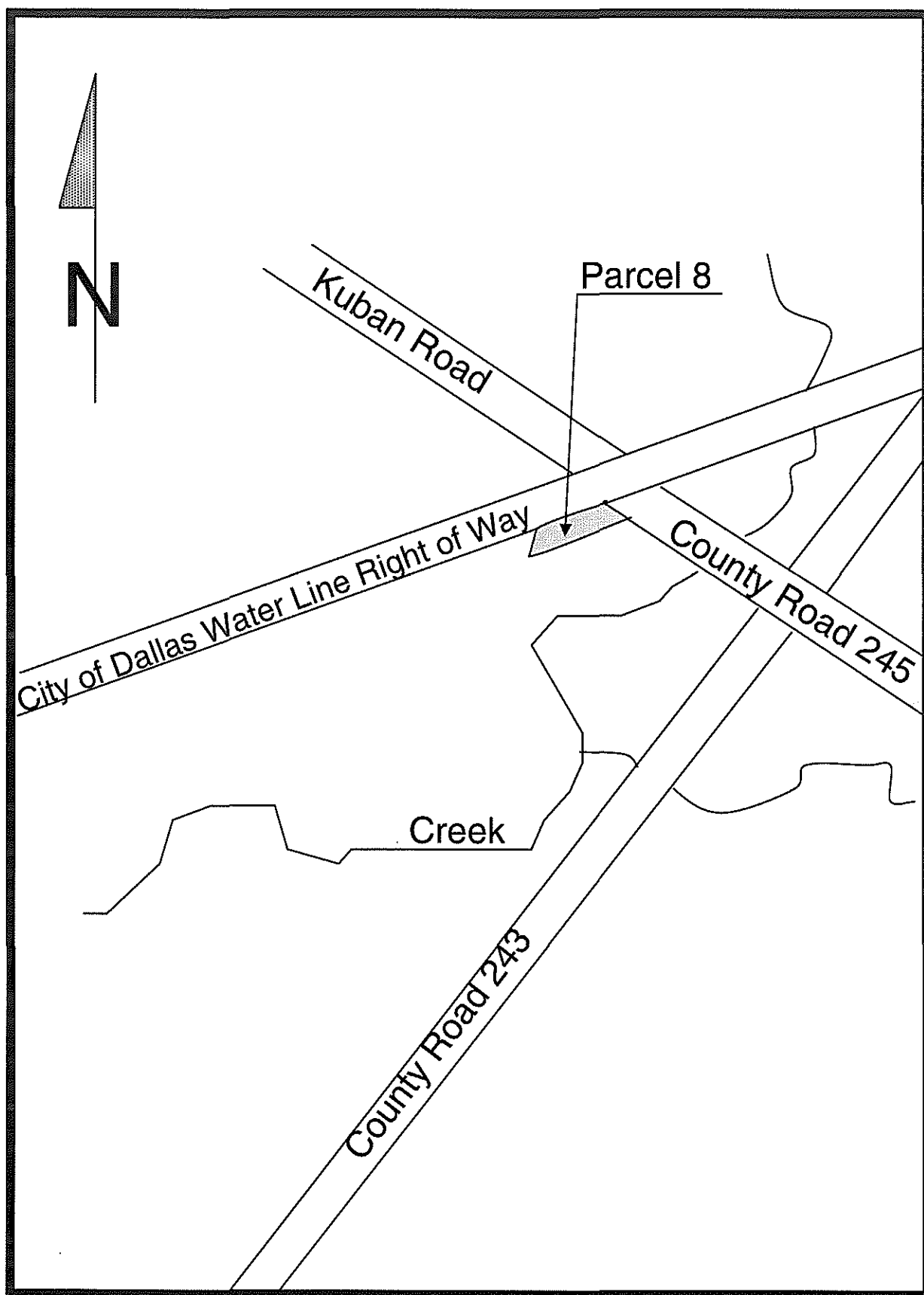
This item has no prior action.

### FISCAL INFORMATION

Water Utilities Capital Construction Funds - \$37,845

**MAP**

Attached





April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Lake Tawakoni 144-inch Raw Water Transmission Pipeline

"PROPERTY INTEREST": Fee Simple

"OWNER": Darrel R. Stephens and Dimple M. Stephens, 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.

"OFFER AMOUNT": \$37,845.00

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Water Utilities Capital Construction Funds No. 0102, Department DWU, Unit CW20, Object 4210, Encumbrance No. CTDWU704041EK, Program No. 704041, Activity No. RWPT.

April 23, 2008

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**THOMAS P. PERKINS, JR., City Attorney**

BY 

**Assistant City Attorney**

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
 WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 8**

BEING a 2.523 acre tract of land in the Juan Casillas Survey, Abstract No. 86, and being located in Kaufman County, Texas, and being a portion of a tract of land described in Warranty Deed with Vendor's Lien to Darrel R. Stephens and Wife, Dimple M. Stephens, dated February 11, 1981, as recorded in Volume 692, Page 335 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

COMMENCING at the south corner said Stephens tract and the east corner of a tract of land described as "First Tract 40.25 Acres" in Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T., said corner also being in Kaufman County Road No. 243, an unrecorded right-of-way;

THENCE North 45 degrees 44 minutes 40 seconds West, along the common line between the northeast line of said "First Tract 40.25 Acres" and the southwest line of said Stephens tract, passing at a distance of 20.00 feet a 1/2-inch found iron rod, and continuing along said common line for a total distance of 2,067.08 feet to the west corner of said Stephens tract and the south corner of tract of land described as "First Tract" in Warranty Deed with Vendor's Lien to W. R. Kuban, dated December 5, 1956, as recorded in Volume 407, Page 32, D.R.K.C.T.;

THENCE North 43 degrees 55 minutes 20 seconds East, departing the northeast line of said "First Tract 40.25 Acres" and along the common line between the southeast line of said Kuban "First Tract" and the northwest line of said Stephens tract, a distance of 526.34 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE North 43 degrees 55 minutes 20 seconds East, continuing along said common line, a distance of 216.65 feet to a found concrete monument with a brass disk stamped "City of Dallas" for the intersection of said common line with the southeast line of a City of Dallas Water Line Right-of-Way (130-foot wide) as recorded in Volume 430, Page 436, D.R.K.C.T.;

THENCE North 80 degrees 47 minutes 44 seconds East, departing said common line and along the southeast line of said City of Dallas Water Line Right-of-Way, passing at a distance of 677.83 feet a found broken concrete monument, and continuing along the southeast line of said City of Dallas Water Line Right-of-Way for a total distance of 708.93 feet to a 1/2-inch set iron rod with cap for the intersection of the southeast line of said City of Dallas Water Line Right-of-Way with the common line between the northeast line of said Stephens tract and the southwest line of a tract of land described as "96 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T., said point being in Kaufman County Road No. 245 (Kuban Road), an unrecorded right-of-way;

THENCE South 46 degrees 04 minutes 40 seconds East, departing the southeast line of said City of Dallas Water Line Right-of-Way, along said common line and along said Kuban Road, a distance of 166.31 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 82 degrees 30 minutes 27 seconds West, departing said common line and said Kuban Road and crossing said Stephens Tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 101.78 feet to a 1/2-inch set iron rod with cap for an angle point; **T.D.K.**

REVIEWED BY  
 11-19-86  
 H. S. G.

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 8**

THENCE South 80 degrees 47 minutes 44 seconds West, continuing across said Stephens Tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 880.30 feet to the POINT OF BEGINNING AND CONTAINING 109,916 square feet or 2.523 acres of land, more or less. *T.D.K.*

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

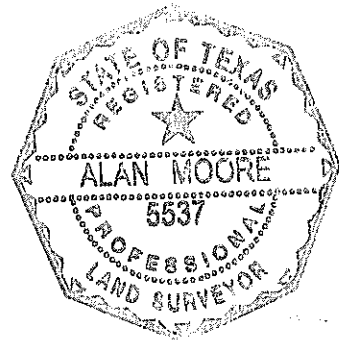
A plat of even survey date herewith accompanies this legal description.

Company Name: DAL-TECH Engineering, Inc.

By: *Alan Moore*

Date: *9/27/06*

Surveyor's Name: Alan Moore  
Registered Professional Land Surveyor  
Texas No. 5537



REVIEWED BY *Dr. J. Cyndee*  
11-13-06



REVIEWED BY *Don K. Cooper*  
11-19-06

JUAN CASILLAS SURVEY  
ABSTRACT NO. 86

APPROXIMATE LOCATION  
OF SURVEY LINE

OWNER:  
W.R. KUBAN  
"FIRST TRACT"  
VOL. 407, PG. 32  
D.R.K.C.T.

PARCEL 8  
109,916 S.F.  
2.523 AC.

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

OWNER:  
W.R. KUBAN  
"FIRST TRACT"  
VOL. 407, PG. 32  
D.R.K.C.T.

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"FIRST TRACT 40.25 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

POINT OF  
BEGINNING

POINT OF  
COMMENCEMENT

OWNER:  
DARREL R. STEPHENS  
AND WIFE,  
DIMPLE M. STEPHENS  
VOL. 692, PG. 335  
D.R.K.C.T.

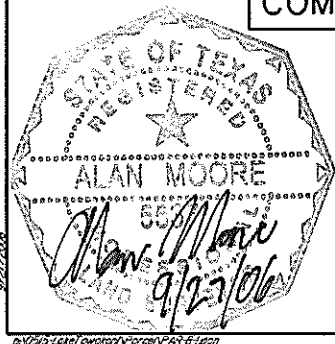
CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 430, PG. 436  
D.R.K.C.T.

FOUND BROKEN  
CONCRETE MONUMENT

0 300 600  
SCALE: 1"=300'

ELIZABETH GRAVES SURVEY  
ABSTRACT NO. 168

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"96 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.



LEGEND:

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

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

EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION

SITUATED IN THE  
JUAN CASILLAS SURVEY, ABSTRACT NO. 86  
KAUFMAN COUNTY, TEXAS

FOR THE  
CITY OF DALLAS

BY  
DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY., SUITE 300  
DALLAS, TEXAS 75248, TEL. (972)250-2727, FAX (972)250-4774

DATE: SEPT 06 REVISED: SCALE: 1"=300' FILE: 055 SHEET 3 OF 3



## AGENDA ITEM # 20

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Department of Development Services  
Water Utilities

**CMO:** A. C. Gonzalez, 671-8925  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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### SUBJECT

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Mehdi Mahdavi and Jackie Mahdavi of approximately 14,600 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$175,000 - Financing: Water Utilities Capital Construction Funds

### BACKGROUND

This item authorizes the acquisition of a tract of land containing approximately 14,600 square feet of unimproved land located in Kaufman County. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni pipeline. The consideration of \$175,000 is based on an independent appraisal.

This acquisition is part of the Lake Fork Project currently underway by Dallas Water Utilities which will allow the construction of a third pipeline from Lake Tawakoni to the Tawakoni Balancing Reservoir, and then to the Eastside Water Treatment Plant. Ultimately, a new 144-inch pipeline will be placed parallel to the existing 72-inch and 84-inch pipelines. The construction of the third pipeline from Lake Tawakoni to Dallas will allow capacity for Lake Fork to supply water to meet current City needs and future water demands.

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

This item has no prior action.

### FISCAL INFORMATION

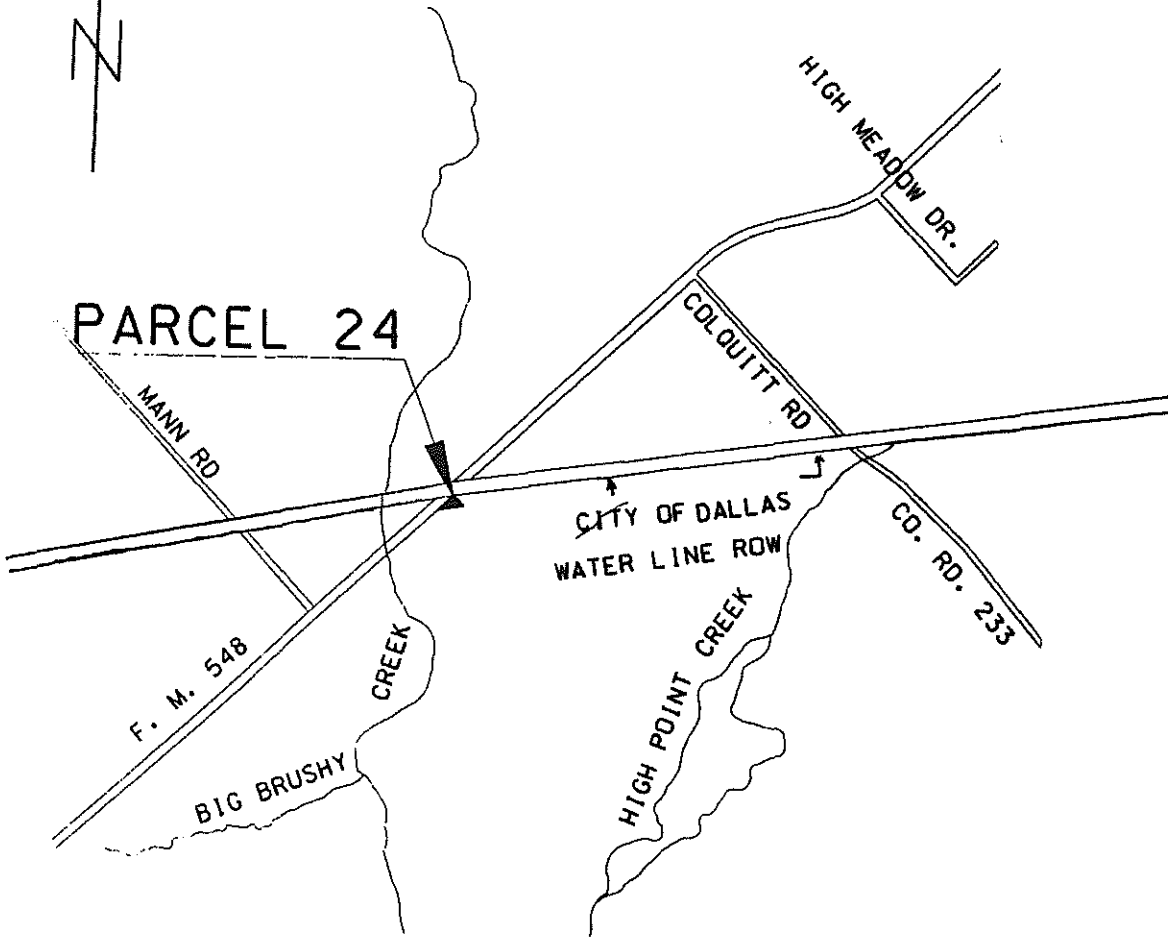
Water Utilities Capital Construction Funds - \$175,000

**MAP**

Attached



PARCEL 24





April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Lake Tawakoni 144-inch Raw Water Transmission Pipeline

"PROPERTY INTEREST": Fee Simple

"OWNER": Mehdi Mahdavi and Jackie Mahdavi, 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.

"OFFER AMOUNT": \$175,000.00

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Water Utilities Capital Construction Funds No. 0102, Department DWU, Unit CW20, Program No. 704041, Activity No. RWPT, Object 4210, Encumbrance No. CT-DWU704041AL.

April 23, 2008

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**THOMAS P. PERKINS, JR., City Attorney**

BY

  
Assistant City Attorney



**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-**  
**WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 24**

BEING a 0.3352 acre tract of land in the D. Harris Survey, Abstract No. 199, and being located in Kaufman County, Texas, and being a portion of a tract of land described in Warranty Deed with Vendor's Lien to Mehdi Mahdavi and Jackie Mahdavi, dated December 10, 2004, as recorded in Volume 2553, Page 250 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the west corner of said Mahdavi tract on the southeast right-of-way line of F.M. Road No. 548 (100 feet wide), said point being North 44 degrees 11 minutes 07 seconds East, a distance of 2,885.91 feet from a found broken concrete monument;

THENCE North 44 degrees 11 minutes 07 seconds East, along the common line between the northwest line of said Mahdavi tract and the southeast right-of-way line of said F.M. Road No. 548, a distance of 1,508.99 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE North 44 degrees 11 minutes 07 seconds East, continuing along said common line, a distance of 215.97 feet to a 1/2-inch set iron rod with cap for the north corner of said Mahdavi tract and the west corner of a tract of land described in Deed to William Dewey Samuels, Jr., et al., as recorded in Volume 5563, Page 126, D.R.K.C.T.;

THENCE South 45 degrees 37 minutes 22 seconds East, departing said southeast right-of-way line and along the common line between the northeast line of said Mahdavi tract and the southwest line of said Samuels tract, a distance of 139.50 feet to a 1/2-inch set iron rod with cap;

THENCE South 79 degrees 18 minutes 23 seconds West, departing said common line and crossing said Mahdavi tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of a City of Dallas Water Line Right-of-Way as recorded in Volume 442, Page 506, D.R.K.C.T., a distance of 93.91 feet to a 1/2-inch set iron rod with cap for an angle point;

THENCE South 75 degrees 49 minutes 44 seconds West, continuing across said Mahdavi tract and along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 162.92 feet to the POINT OF BEGINNING AND CONTAINING 14,600 square feet or 0.3352 acres of land, more or less. T.D.K.

REVIEWED BY D. H. Gales 6-5-07

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 24**

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

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

Company Name: DAL-TECH Engineering, Inc.

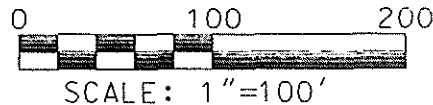
By: *Mark D. Yale* Date: 2-23-07

Surveyor's Name: Mark D. Yale  
Registered Professional Land Surveyor  
Texas No. 5975



*By N. Eagle  
6-5-07*

6-5-07



# RUTH PECKHUM SURVEY ABSTRACT NO. 374

PARCEL 24  
14,600 S.F.  
0.3352 AC.

FOUND BROKEN  
CONCRETE  
MONUMENT  
(C.M.)

N44°11'07"E  
215.97'

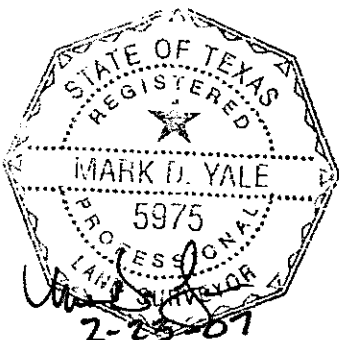
APPROXIMATE LOCATION  
OF SURVEY LINE

RUTH PECKHUM SURVEY, ABSTRACT NO. 374  
D. HARRIS SURVEY, ABSTRACT NO. 199

OWNER:  
RICHARD E. MANN  
VOL. 652, PG. 245  
D.R.K.C.T.

POINT OF  
BEGINNING

POINT OF  
COMMENCEMENT



## LEGEND:

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

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

THIS SURVEY WAS PERFORMED BASE UPON  
RECORD DATA PROVIDED UNDER TICOR TITLE  
INSURANCE COMPANY TITLE COMMITMENT  
G.F. NUMBER 20730-KF06, WITH AN EFFECTIVE  
DATE OF AUGUST 24, 2006.

F.M. ROAD  
NO. 548  
(100' WIDE RIGHT-OF-WAY)  
VOL. 441, PG. 445; VOL. 441, PG. 443;  
AND VOL. 441, PG. 441

CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 442, PG. 506  
D.R.K.C.T.

OWNER:  
WILLIAM DEWEY SAMUELS, JR., et al.  
VOL. 5563, PG. 126  
D.R.K.C.T.

OWNER:  
MEHDI MAHDAVI  
AND JACKIE MAHDAVI  
VOL. 2553, PG. 250  
D.R.K.C.T.

D. HARRIS SURVEY  
ABSTRACT NO. 199

## EXHIBIT OF A RIGHT-OF-WAY ACQUISITION

SITUATED IN THE  
D. HARRIS SURVEY, ABSTRACT NO. 199  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS

BY  
DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY., SUITE 300  
DALLAS, TEXAS 75248, TEL. (972)250-2727, FAX (972)250-4774



**AGENDA ITEM # 21**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Department of Development Services

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 38W

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**SUBJECT**

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Wanda True, of approximately 28,480 square feet of land located near the intersection of Lakeland Drive and Arturo Road for the Ash Creek Drainage Project - \$121,500 - Financing: 2003 Bond Funds

**BACKGROUND**

This item authorizes the acquisition of a tract of improved land containing approximately 28,480 square feet located near the intersection of Lakeland Drive and Arturo Road. This property will be used for the Ash Creek Drainage Project. The consideration is based on an independent appraisal.

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

This item has no prior action.

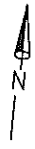
**FISCAL INFORMATION**

2003 Bond Funds - \$121,500

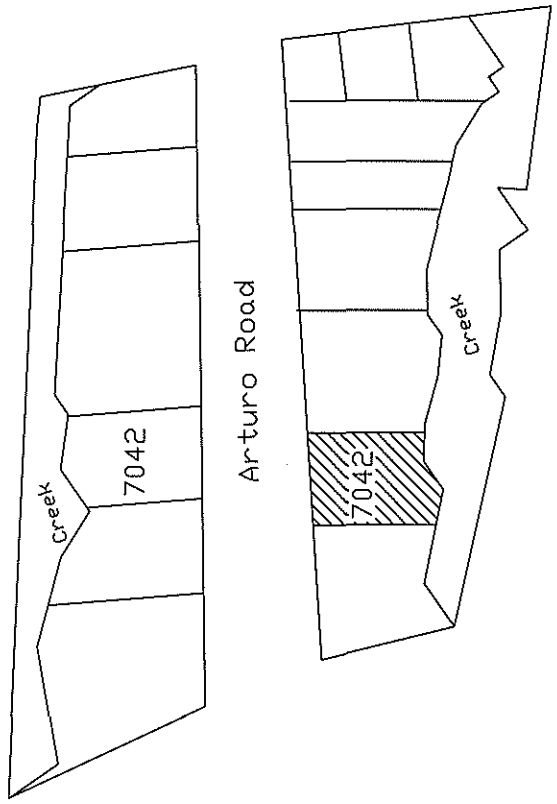
**MAPS**

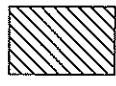
Attached





Lakeland Drive



 Area  
to  
be  
Acquired





April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Ash Creek Drainage

"PROPERTY INTEREST": Fee Simple

"OWNER": Wanda True, 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.

"OFFER AMOUNT": \$121,500.00

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable as follows: \$60,000 out of Flood Protection and Storm Drainage Facilities Fund No. 4R23, Department PBW, Unit R691, Activity FLDM, Program No. PB03R691, Object 4210, and \$61,500 out of Flood Protection and Storm Drainage Facilities Fund No. 5R23, Department PBW, Unit R691, Activity FLDM, Program No. PB03R691, Object 4210, Encumbrance No. DEVR691EG97.

April 23, 2008

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**THOMAS P. PERKINS, JR., City Attorney**

BY   
Assistant City Attorney

Field Notes Describing Land To Be Acquired in Block 7042 From  
Robert H. True

Being situated in the C.A. Lovejoy Survey, Abstract No. 830, Dallas County, Texas, and lying in Block 7042 (official City of Dallas Block Numbers), and being all of the property conveyed to Robert H. True by Deed dated March 28, 1962 and recorded in Volume 5745 Page 650 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a ½ inch dia. steel rod found at the most Westerly corner of this tract, at the intersection of the Southeast line of Arturo Road with the Northeast line of a tract of land conveyed to the Fraternal Order of Eagles, Dallas Aerie No. 3108 by Deed recorded in Volume 75006, page 275 of the Deed Records of Dallas County:

**THENCE** North 45°00'00" East with the said Southeast line of Arturo Road, pass at 83.20 feet a 3/8" dia. steel rod, and continuing for a total distance of 158.20 feet to a 1" dia. steel rod found at the most Northerly corner of this tract, at a common Northwest corner with Lot 6 of the James F. Bradley Subdivision, according to the map thereof recorded in Volume 41, Page 211 of the Map Records of Dallas County:

**THENCE** South 44°01'13" East, departing the last said Southeast line of Arturo Road and along the common line with said Lot 6, pass at 232.80 feet a 5/8" dia. steel rod with cap marked "DALLAS" (hereafter referred to as "5/8" dia. steel rod with cap") set for reference on the high bank of the South Branch of Ash Creek, and continuing for a total distance of 257.80 feet to a corner of this tract lying on a common line with the Enclave At Ash Creek, an addition to the City of Dallas, as shown on the plat thereof recorded in Volume 99249, Page 442, of the Map Records of Dallas County, in the channel of the South Branch of Ash Creek:

**THENCE** South 09°39'09" West along the common line with said Enclave at Ash Creek and with the channel of the South Branch of Ash Creek a distance of 40.40 feet to an outside corner of this tract (not monumented) being a common corner with a tract of land conveyed to Len-Mac Development by Deed recorded in Volume 298196, Page 5459 of the Deed Records of Dallas County:

**THENCE** North 59°12'17" West along the common line with said Len-Mac Development tract, and with the channel of the South Branch of Ash Creek a distance of 70.21 feet to an inside corner of this tract (not monumented):

**THENCE** South 56°37'40" West, continuing along the common line with said Len-Mac tract, and with the channel of the South Branch of Ash Creek a distance of 24.11 feet to a 5/8" dia. steel rod with cap set at and outside corner of this tract:

EXHIBIT A

Field Notes Describing Land To Be Acquired in Block 7042 From  
Robert H. True

**THENCE** North 69°59'10" West, continuing along the common line with said Len-Mac tract a distance of 190.82 to a 5/8" dia. steel rod with cap set at a common corner between this tract, said Len -Mac tract, and the Fraternal Order of Eagles tract referenced above:

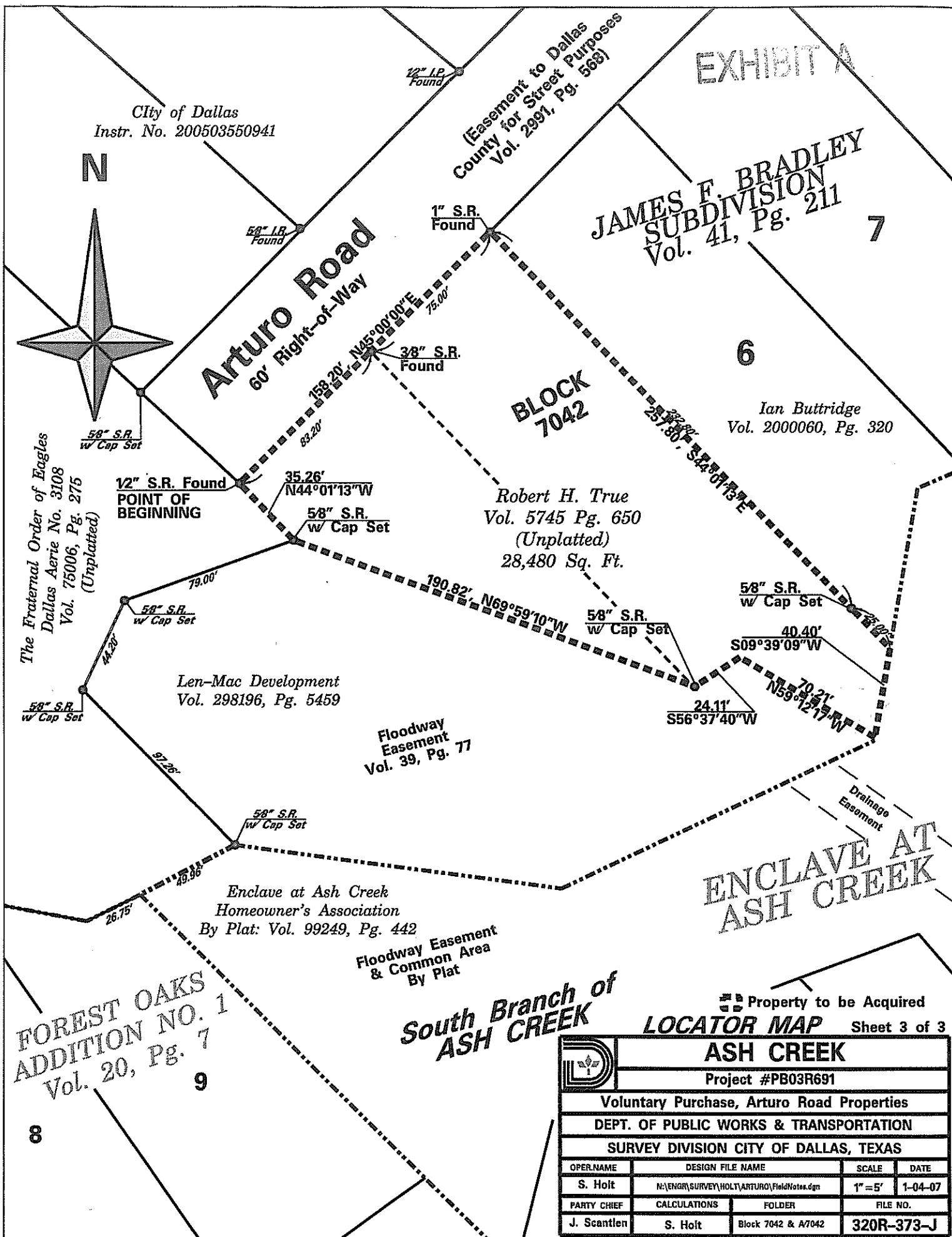
**THENCE** North 44°01'13" West along the common line with said Fraternal Order of Eagles tract a distance of 35.26 feet to the **POINT OF BEGINNING**, containing 28,480 Square Feet, or 0.6538 acres of land.

**BASIS OF BEARINGS:** Bearings are based on the Northwest line of Arturo Road, at South 45°00'00" West, as shown on the Irby Subdivision, recorded in Volume 34, Page 11 of the Map Records of Dallas County, Texas.



*Scott R. Holt*

1-5-2007





## AGENDA ITEM # 22

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Department of Development Services  
Water Utilities

**CMO:** A. C. Gonzalez, 671-8925  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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### SUBJECT

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Marjorie Jane Catlin Walter, aka Jane C. Walter, Individually and as Trustee of the Jane C. Walter Revocable Trust, Mary Elaine Walter and Peter Martin Walter, Successor Trustees of the Jane C. Walter Revocable Trust, Emily Catlin Levorsen, aka Emily C. Levorsen, Individually and as Trustee of The Levorsen Living Trust and James K. Levorsen as Trustee of The Levorsen Living Trust of approximately 24,219 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$13,900 – Financing: Water Utilities Capital Construction Funds

### BACKGROUND

This item authorizes the acquisition of a tract of unimproved land containing approximately 24,219 square feet located in Kaufman County for the Lake Tawakoni 144-inch Pipeline. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni Pipeline. The consideration of \$13,900 is based on an independent appraisal.

This acquisition is part of the Lake Fork Project currently underway by Dallas Water Utilities which will allow the construction of a third pipeline from Lake Tawakoni to the Tawakoni Balancing Reservoir, and then to the Eastside Water Treatment Plant. Ultimately, a new 144-inch pipeline will be placed parallel to the existing 72-inch and 84-inch pipelines. The construction of the third pipeline from Lake Tawakoni to Dallas will allow capacity for Lake Fork to supply water to meet current City needs and future water demands.

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

This item has no prior action.

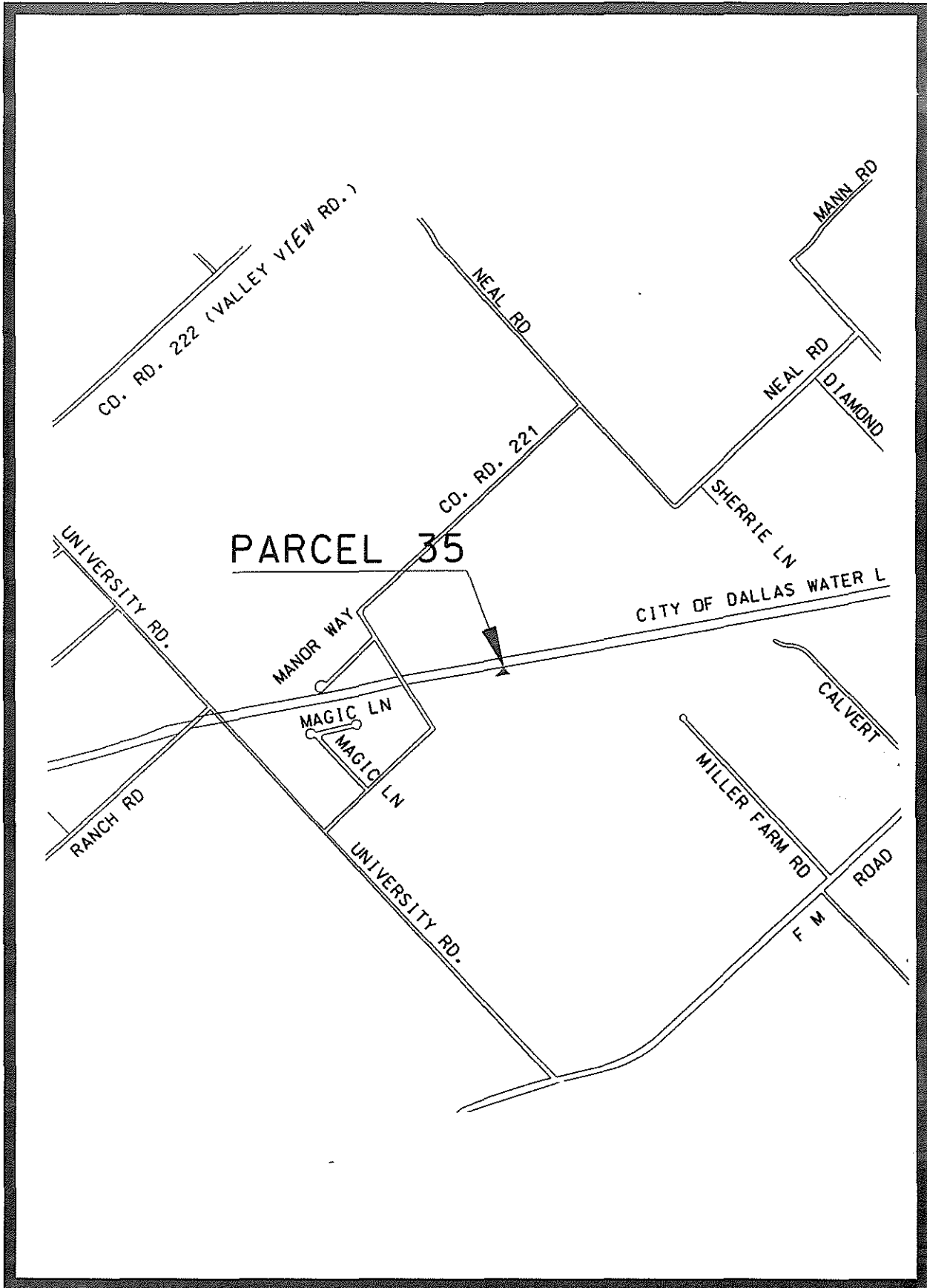
## **FISCAL INFORMATION**

Water Utilities Capital Construction Funds - \$13,900

## **MAP**

Attached







April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Lake Tawakoni 144-inch Raw Water Transmission Pipeline

"PROPERTY INTEREST": Fee Simple

"OWNER": Marjorie Jane Catlin Walter, aka Jane C. Walter, Individually and as Trustee of the Jane C. Walter Revocable Trust, Mary Elaine Walter and Peter Martin Walter, Successor Trustees of the Jane C. Walter Revocable Trust, Emily Catlin Levorsen, aka Emily C. Levorsen, Individually and as Trustee of The Levorsen Living Trust, James K. Levorsen as Trustee of The Levorsen Living Trust 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.

"OFFER AMOUNT": \$13,900.00

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

April 23, 2008

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Water Utilities Capital Construction Funds No. 0102, Department DWU, Unit CW20, Object 4210, Encumbrance No. CTDWU704041AF, Program No. 70401, Activity RWPT.

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

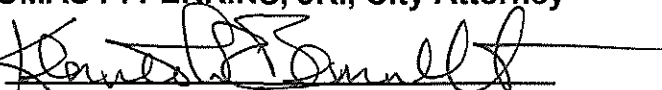
**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**THOMAS P. PERKINS, JR., City Attorney**

BY   
Assistant City Attorney

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 35**

BEING a 0.5560 acre tract of land in the Ruth Peckum Survey, Abstract No. 374, and being located in Kaufman County, Texas, and being a portion of a tract of land described in Trustees' Deed to the Levorsen Living Trust, et al., dated October 20, 1997, as recorded in Volume 1280, Page 786 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch found iron rod for the south corner of a tract of land described in Warranty Deed (Cash) to Family Design Homes, Inc. dba Forney Building & Mortgage, dated November 9, 2005, as recorded in Volume 2771, Page 482, D.R.K.C.T.;

THENCE North 45 degrees 51 minutes 00 seconds West, passing at a distance of 63.02 feet, the east corner of said Levorsen Living Trust tract, and continuing along the common line between the northeast line of said Levorsen Living Trust tract and the southwest line of said Forney Building & Mortgage tract for a total distance of 1,821.47 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE South 75 degrees 49 minutes 44 seconds West, departing said common line and crossing said Levorsen Living Trust tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of a City of Dallas Water Line Right-of-Way (130 feet wide) as recorded in Volume 444, Page 404, and in Volume 437, Page 270; and Volume 444, Page 413, D.R.K.C.T., a distance of 332.67 feet to a 1/2-inch set iron rod with cap on the common line between the northwest line of said Levorsen Living Trust tract and the southeast line said Forney Building & Mortgage tract;

THENCE North 44 degrees 22 minutes 30 seconds East, along said common line, a distance of 249.13 feet to a 1/2-inch set iron rod with cap for the intersection of said common line with the southeast line of said City of Dallas Water Line Right-of-Way, said point being North 75 degrees 49 minutes 44 seconds East, a distance of 1,336.32 feet from a found P.K. Nail at the intersection of the southeast line of said City of Dallas Water Line Right-of-Way with the center of Kaufman County Road No. 221 (unrecorded right-of-way);

THENCE North 75 degrees 49 minutes 44 seconds East, departing said common line and along the southeast line of said City of Dallas Water Line Right-of-Way, passing at a distance of 4.59 feet, a found broken concrete monument on the southeast line of said City of Dallas Water Line Right-of-Way; and continuing in all a distance of 39.92 feet to a 1/2-inch set iron rod with cap for the intersection of the southeast line of said City of Dallas Water Line Right-of-Way with the common line between the northeast line of said Levorsen Living Trust tract and the southwest line of said Forney Building & Mortgage tract;

THENCE South 45 degrees 51 minutes 00 seconds East, departing the southeast line of said City of Dallas Water Line Right-of-Way and along said common line, a distance of 152.76 feet to the POINT OF BEGINNING AND CONTAINING 24,219 square feet or 0.5560 acres of land, more or less.

REVIEWED BY *[Signature]* 10-29-07

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 35**

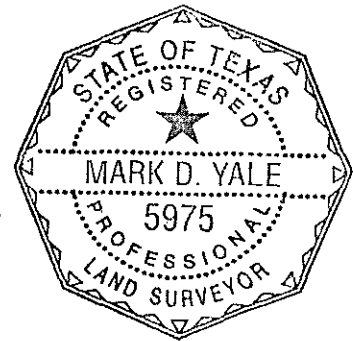
All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale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

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

Company Name: DAL-TECH Engineering, Inc.

By: *Mark D. Yale* Date: 10-19-07

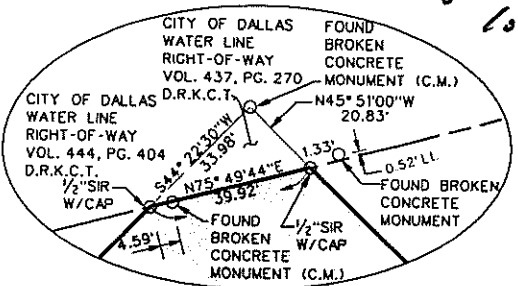
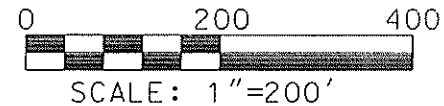
Surveyor's Name: Mark D. Yale  
Registered Professional Land Surveyor  
Texas No. 5975



REVIEWED BY

*Dr. H. G. Gault*  
10-29-07

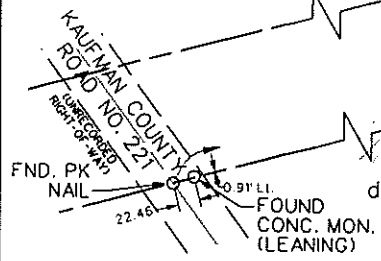
*10-29-07*



DETAIL "A"  
NOT TO SCALE

CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 444, PG. 404  
D.R.K.C.T.

CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 444, PG. 413  
D.R.K.C.T.



N75° 49' 44"E  
39.92'

N44° 22' 30"E  
249.13'

N75° 49' 44"E  
39.92'

1/2" SIR W/CAP

1/2" SIR W/CAP

SEE DETAIL "A"

S45° 51' 00"E  
152.76'

POINT OF  
BEGINNING

PARCEL 35  
24,219 S.F.  
0.5560 AC.

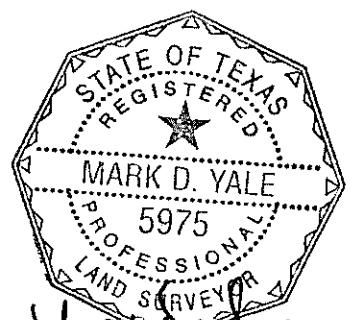
OWNER:  
FAMILY DESIGN HOMES, INC.  
dba FORNEY BUILDING & MORTGAGE  
VOL. 2771, PG. 482  
D.R.K.C.T.

OWNER:  
FAMILY DESIGN HOMES, INC.  
dba FORNEY BUILDING & MORTGAGE  
VOL. 2771, PG. 482  
D.R.K.C.T.

OWNER:  
LEVORSEN LIVING  
TRUST, ET AL.  
VOL. 1280, PG. 786  
D.R.K.C.T.

POINT OF  
COMMENCEMENT

RUTH PECKUM SURVEY  
ABSTRACT NO. 374



*10-19-07*

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

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

EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION

SITUATED IN THE  
RUTH PECKUM SURVEY, ABSTRACT NO. 374  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS

BY  
DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY., SUITE 300  
DALLAS, TEXAS 75248, TEL (972)250-2727, FAX (972)250-4774





## AGENDA ITEM # 23

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Department of Development Services  
Water Utilities

**CMO:** A. C. Gonzalez, 671-8925  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

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### SUBJECT

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from Hwy. 205 Farm, Ltd., of a total of approximately 33 acres of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$460,159 – Financing: Water Utilities Capital Construction Funds

### BACKGROUND

This item authorizes the acquisition of six tracts of land containing a total of approximately 33 acres of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni Pipeline. The consideration of \$460,159 is based on an independent appraisal.

This acquisition is part of the Lake Fork Project currently underway by Dallas Water Utilities which will allow the construction of a third pipeline from Lake Tawakoni to the Tawakoni Balancing Reservoir, and then to the Eastside Water Treatment Plant. Ultimately, a new 144-inch pipeline will be placed parallel to the existing 72-inch and 84-inch pipelines. The construction of the third pipeline from Lake Tawakoni to Dallas will allow capacity for Lake Fork to supply water to meet current City needs and future water demands.

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

This item has no prior action.

## **FISCAL INFORMATION**

Water Utilities Capital Construction Funds - \$460,159

## **OWNER**

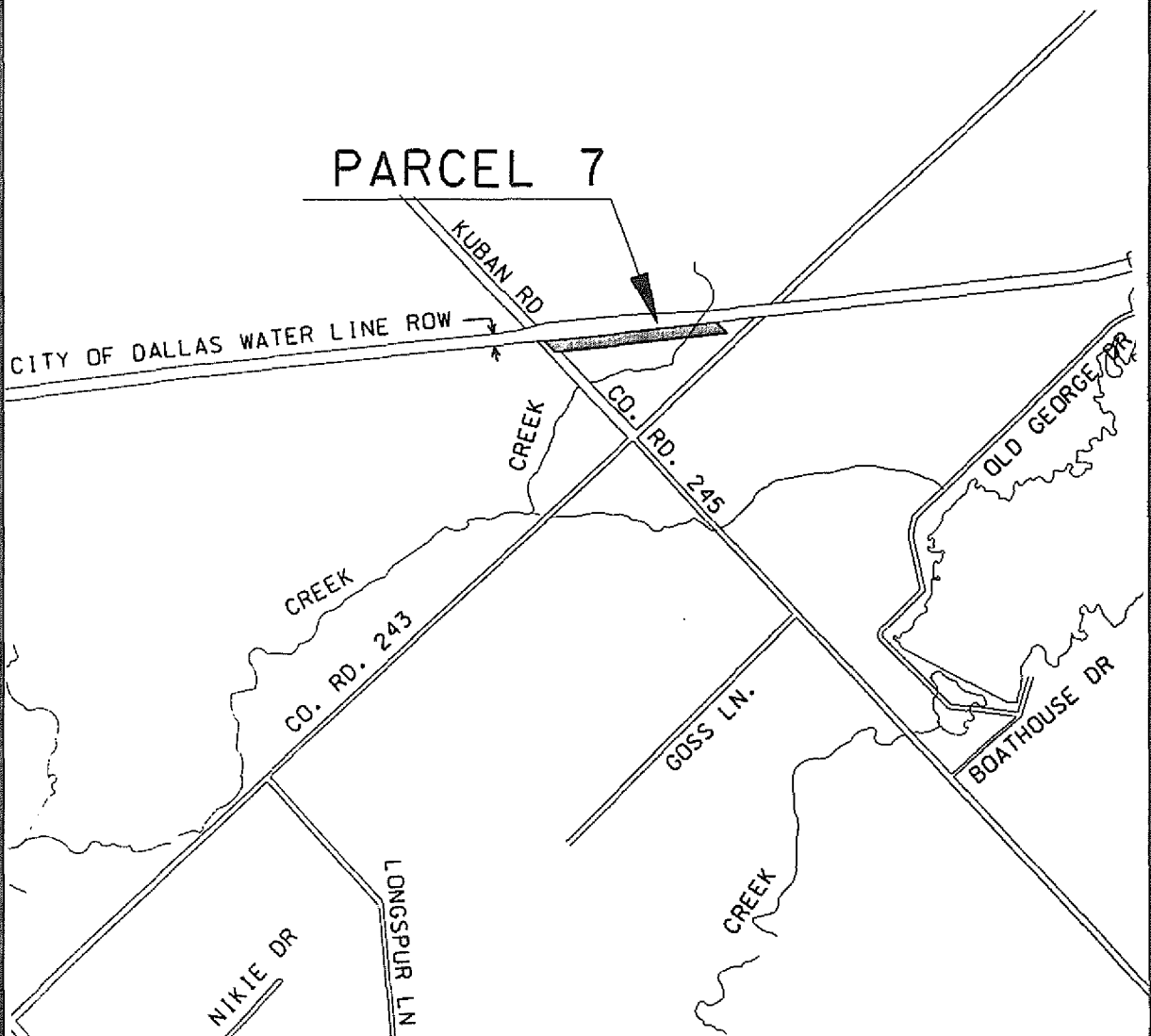
**Hwy. 205 Farm, Ltd.**

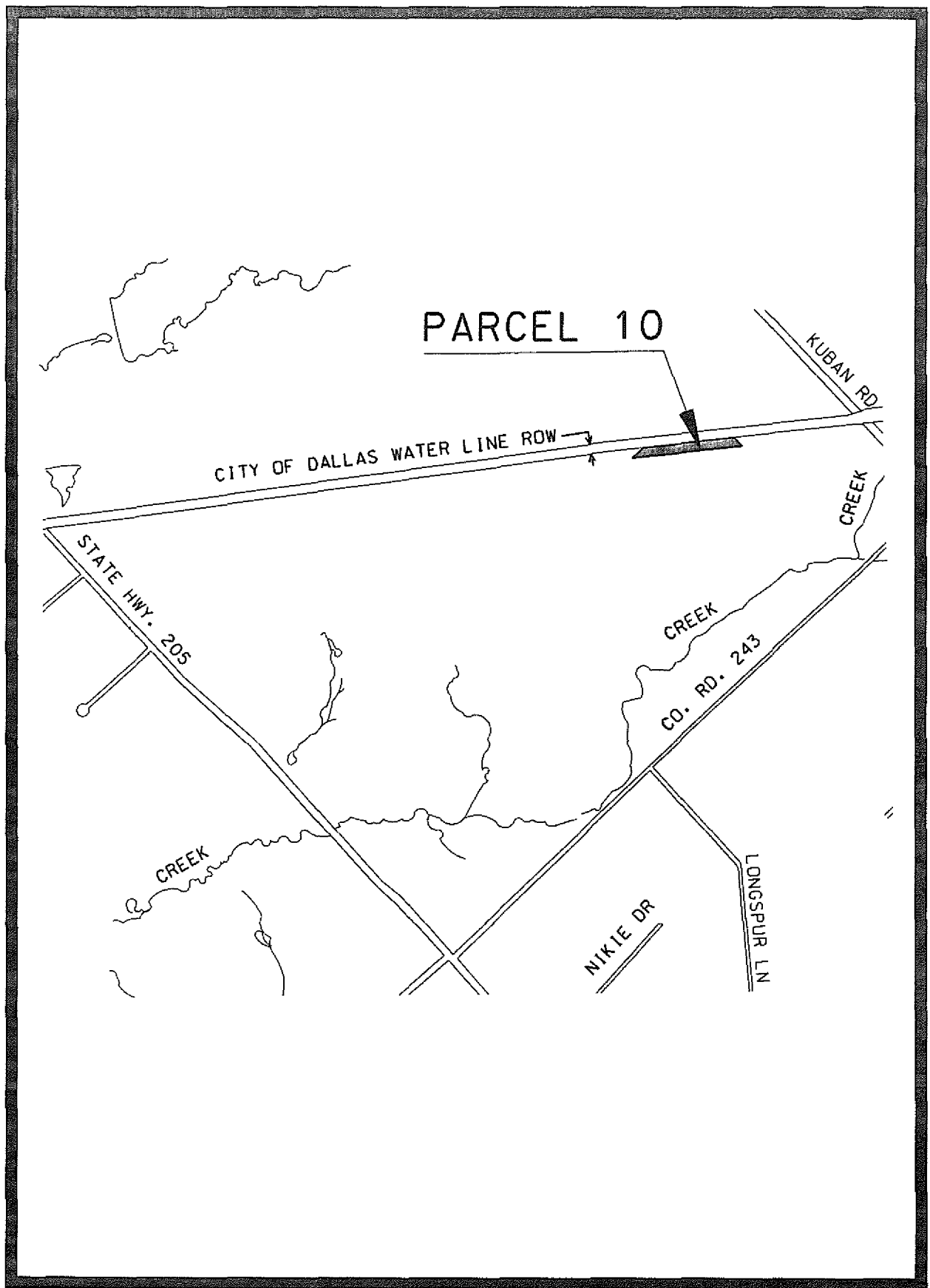
Cypress Creek Investments, L.C., General Partner  
Maurice E. Moore, Jr., President

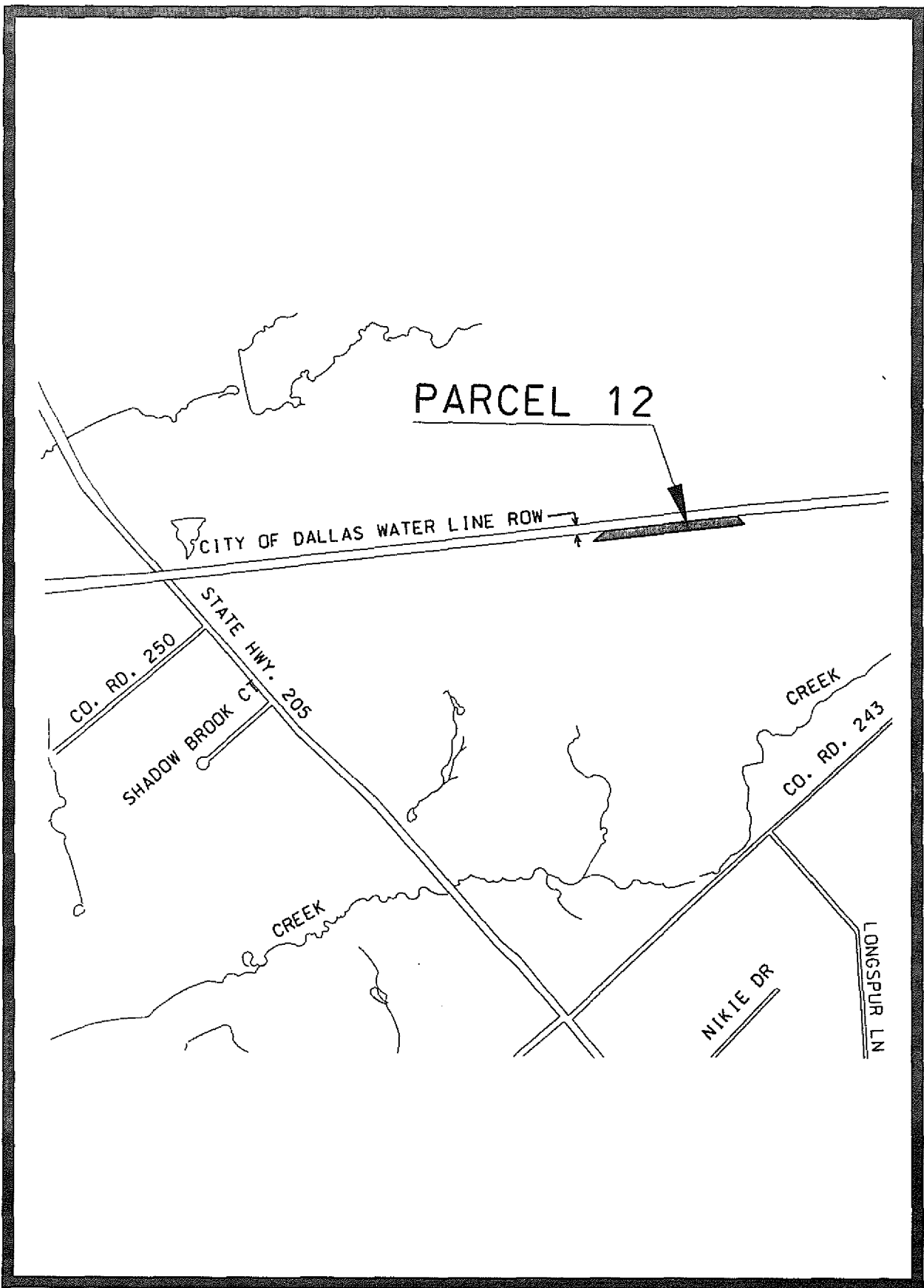
## **MAPS**

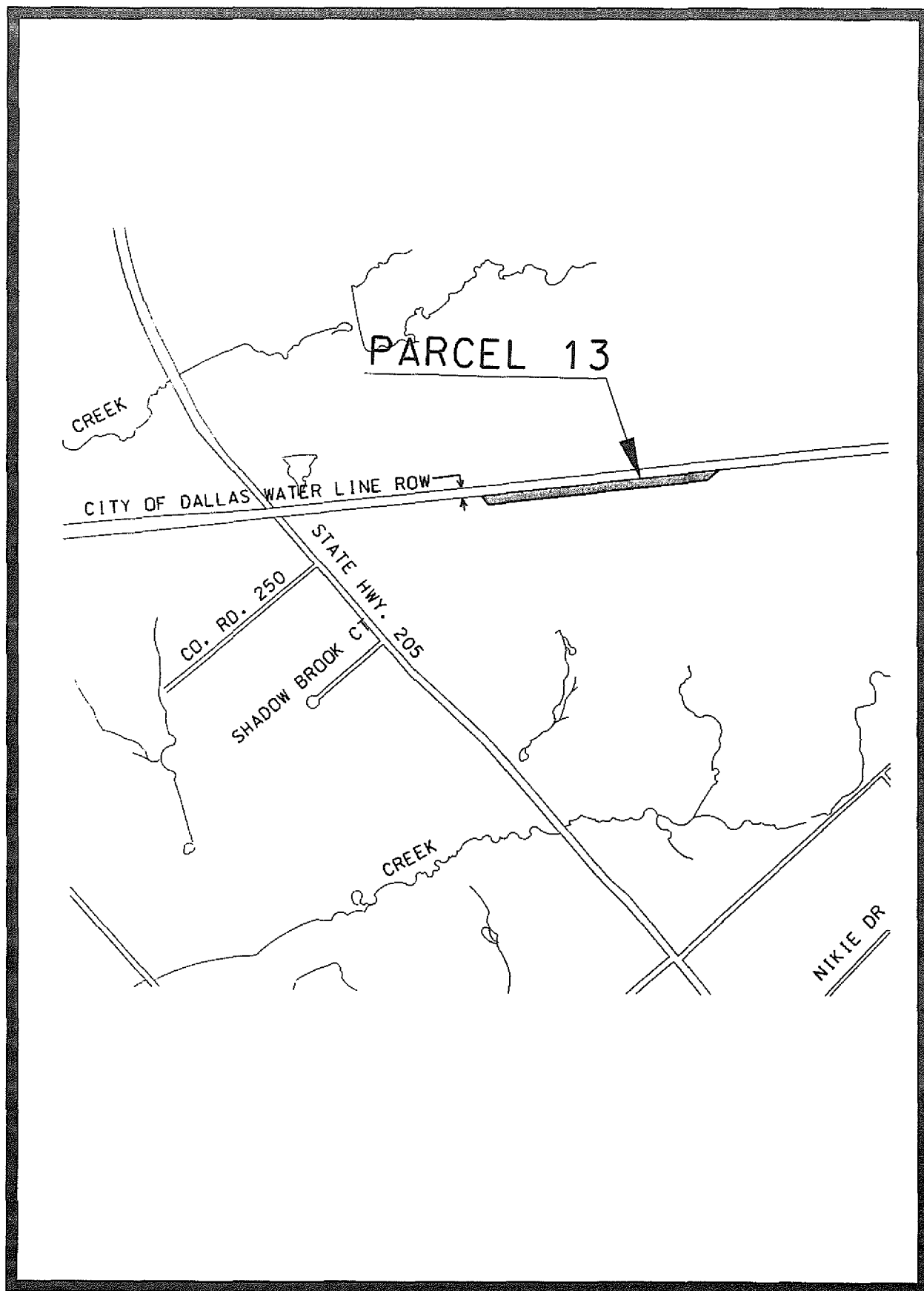
Attached

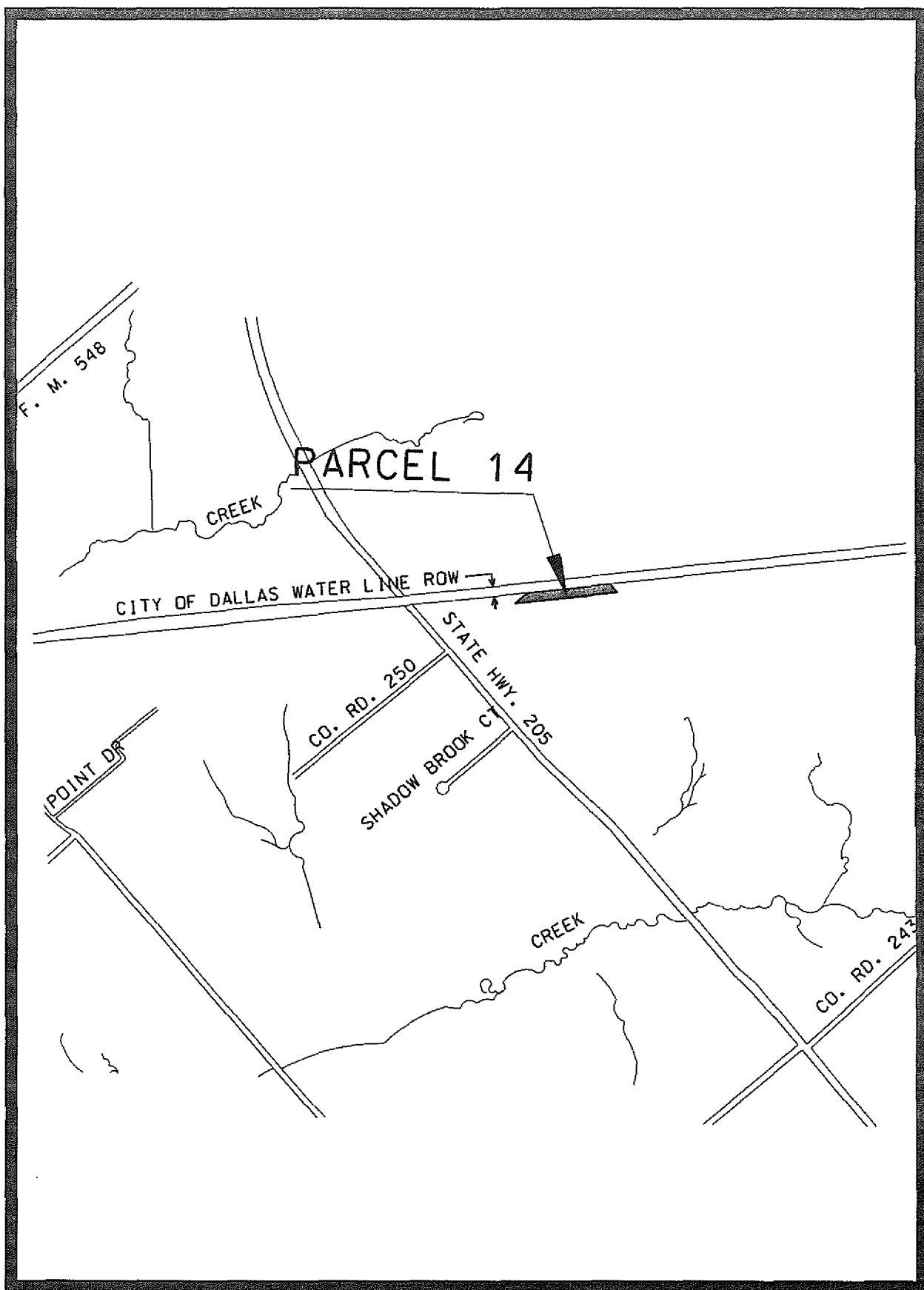
PARCEL 7

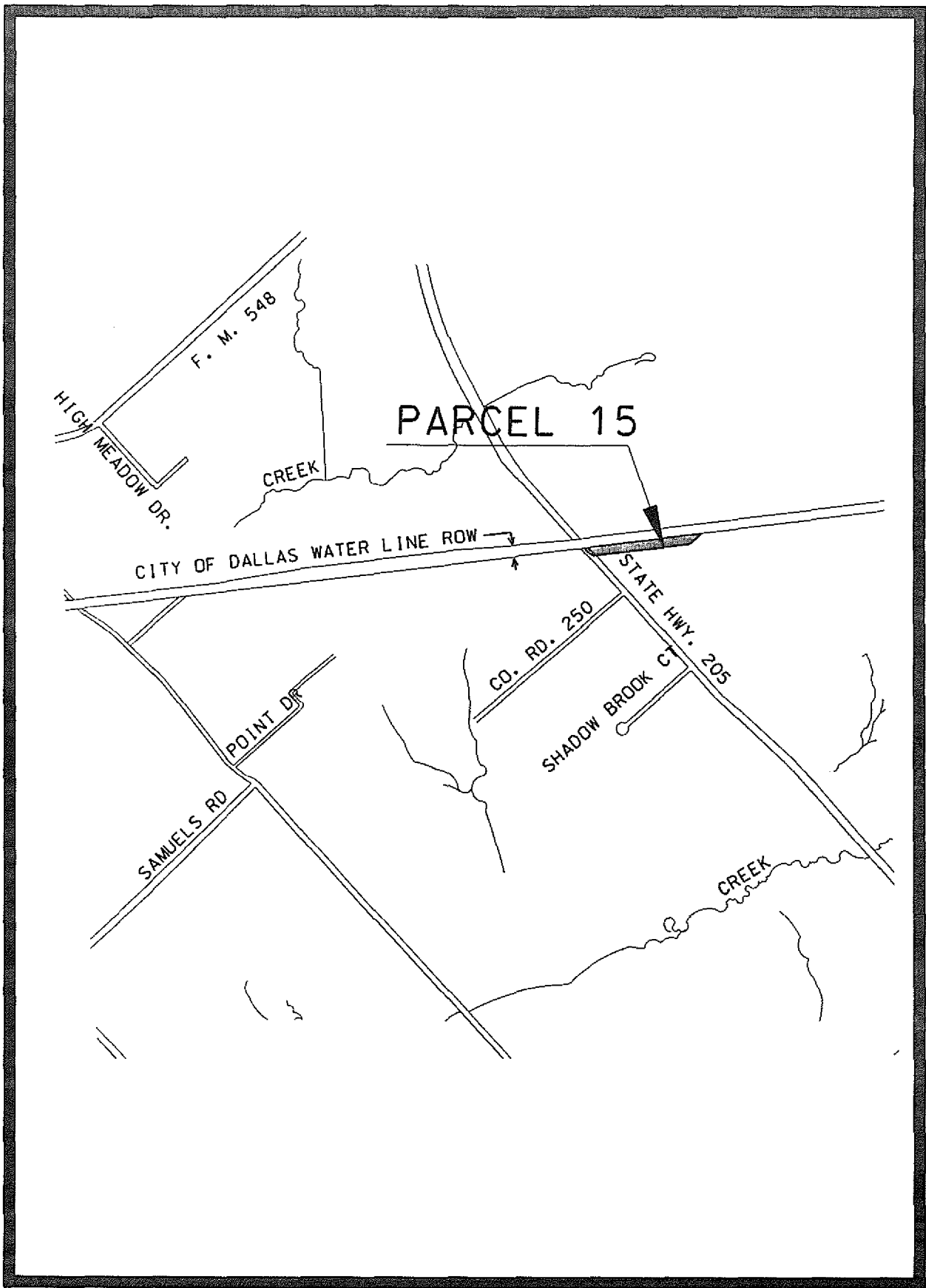














April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Lake Tawakoni 144-inch Raw Water Transmission Pipeline

"PROPERTY INTEREST": Fee Simple

"OWNER": Hwy. 205 Farm, Ltd., a Texas Limited Partnership, 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.

"OFFER AMOUNT": \$460,159.00

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Water Utilities Capitol Construction Fund No. 0102, Department DWU, Unit CW20, Object 4210, Encumbrance No. CTDWU704041EP, Program 704041, Activity RWPT.

April 23, 2008

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**  
**THOMAS P. PERKINS, JR., City Attorney**

BY Chris Bowers  
**Assistant City Attorney**

# EXHIBIT A

## FIELD NOTES DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF- WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN KAUFMAN COUNTY, TEXAS Parcel: 7

BEING a 6.054 acre tract of land in the Elizabeth Graves Survey, Abstract No. 168, and being located in Kaufman County, Texas, and being a portion of a tract of land described as "96 Acres" in Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

COMMENCING at the east corner of said "96 Acres" tract and the south corner of a tract of land described in Warranty Deed to M. Logan Swords and wife, Ruth Riley Swords, dated November 16, 1990, as recorded in Volume 578, Page 277, D.R.K.C.T., said corner also being in Kaufman County Road No. 243, an unrecorded right-of-way;

THENCE North 45 degrees 58 minutes 13 seconds West, along the common line between the northeast line of said "96 Acres" tract and the southwest line of said Swords tract, passing at a distance of 31.00 feet a fence corner post, and continuing along said common line for a total distance of 278.72 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE South 80 degrees 34 minutes 33 seconds West, departing said common line and crossing said "96 Acres" tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of a City of Dallas Water Line Right-of-Way (variable width) as recorded in Volume 436, Page 258, D.R.K.C.T., a distance of 1,229.74 feet to a 1/2-inch set iron rod with cap for an angle point;

THENCE South 80 degrees 49 minutes 43 seconds West, continuing across said "96 Acres" tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 702.19 feet to a 1/2-inch set iron rod with cap for an angle point;

THENCE South 82 degrees 30 minutes 27 seconds West, continuing across said "96 Acres" tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 95.08 feet to a 1/2-inch set iron rod with cap on the common line between the southwest line of said "96 Acres" tract and the northeast line of a tract of land described in Warranty Deed with Vendor's Lien to Darrel R. Stephens and Wife, Dimple M. Stephens, dated February 11, 1981, as recorded in Volume 692, Page 335, D.R.K.C.T., said point being in Kaufman County Road No. 245 (Kuban Road), an unrecorded right-of-way;

THENCE North 46 degrees 04 minutes 40 seconds West, along said common line and said Kuban Road, a distance of 166.31 feet to a 1/2-inch set iron rod with cap for the intersection of said common line with the southeast line of said City of Dallas Water Line Right-of-Way;

THENCE North 82 degrees 30 minutes 27 seconds East, departing said common line and Kuban Road and along the southeast line of said City of Dallas Water Line Right-of-Way, passing at a distance of 10.37 feet a found concrete monument with a brass disk stamped "City of Dallas", and continuing along the southeast line of said City of Dallas Water Line Right-of-Way for a total distance of 196.89 feet to a found broken concrete monument for an angle point; **T.D.K.**

REVIEWED BY  
D. J. Cooper  
11-19-06

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 7**

THENCE North 80 degrees 49 minutes 43 seconds East, continuing along the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 700.00 feet to a found concrete monument with a brass disk stamped "City of Dallas" for an angle point;

THENCE North 80 degrees 34 minutes 33 seconds East, continuing along the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,133.10 feet to a 1/2-inch set iron rod with cap for the intersection of the southeast line of said City of Dallas Water Line Right-of-Way with the common line between the northeast line of said "96 Acres" tract and the southwest line of said Swords tract;

THENCE South 45 degrees 58 minutes 13 seconds East, departing the southeast line of said City of Dallas Water Line Right-of-Way and along said common line, a distance of 161.82 feet to the POINT OF BEGINNING AND CONTAINING 263,705 square feet or 6.054 acres of land, more or less. **T.D.K.**

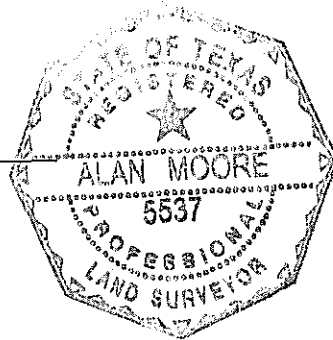
All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale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

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

Company Name: DAL-TECH Engineering, Inc.

By: Alan Moore Date: 9/27/06

Surveyor's Name: Alan Moore  
Registered Professional Land Surveyor  
Texas No. 5537



REVIEWED BY Dee J. Cooper  
11-13-06

REVIEWED BY *Don H. Gault*  
11-19-01

0 300 600  
SCALE: 1"=300'

N

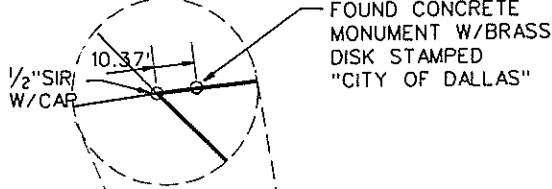
# ELIZABETH GRAVES SURVEY ABSTRACT NO. 168

PARCEL 7  
263,705 S.F.  
6.054 AC.

CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 436, PG. 258  
D.R.K.C.T.

OWNER:  
M. LOGAN SWORDS AND  
WIFE, RUTH RILEY SWORDS  
VOL. 578, PG. 277  
D.R.K.C.T.

DETAIL "A"  
NOT TO SCALE



FOUND CONCRETE  
MONUMENT W/BRASS  
DISK STAMPED  
"CITY OF DALLAS"

FOUND BROKEN  
CONCRETE  
MONUMENT

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

FOUND BROKEN  
CONCRETE  
MONUMENT (C.M.)

APPROXIMATE LOCATION  
OF SURVEY LINE  
KAUFMAN COUNTY  
ROAD NO. 243  
(UNRECORDED  
RIGHT-OF-WAY)

N82° 30' 27"E  
196.89'

N80° 49' 43"E  
700.00'

N80° 34' 33"E 1,133.10'

S45° 58' 13"E  
161.82'

N46° 04' 40"W  
166.31'

S80° 49' 43"W  
702.19'

S80° 34' 33"W  
1,229.74'

N45° 58' 13"W  
278.72'

S82° 30' 27"W  
95.08'

OWNER:  
DARREL R. STEPHENS  
AND WIFE, DIMPLE M. STEPHENS  
VOL. 692, PG. 335  
D.R.K.C.T.

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"96 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

POINT OF  
BEGINNING

POINT OF  
COMMENCEMENT

## JUAN CASILLAS SURVEY ABSTRACT NO. 86

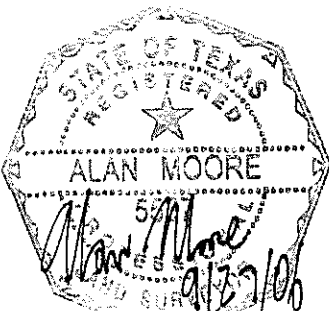
### LEGEND:

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

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

### EXHIBIT OF A RIGHT-OF-WAY ACQUISITION SITUATED IN THE ELIZABETH GRAVES SURVEY, ABSTRACT NO. 168 KAUFMAN COUNTY, TEXAS FOR THE CITY OF DALLAS BY

DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY., SUITE 300  
DALLAS, TEXAS 75248, TEL. (972)250-2727, FAX (972)250-4774



## FIELD NOTES

**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN  
KAUFMAN COUNTY, TEXAS**

**Parcel: 10**

BEING a 4.110 acre tract of land in the Juan Casillas Survey, Abstract No. 86, and being located in Kaufman County, Texas, and being a portion of a tract of land described as "First Tract 40.25 Acres" in Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

COMMENCING at a found 4-inch steel fence post for the north corner of said "First Tract 40.25 Acres" and the west corner of a tract of land described as "First Tract" in Warranty Deed with Vendor's Lien to W.R. Kuban, dated December 5, 1956, as recorded in Volume 407, Page 32, D.R.K.C.T., said corner being on the southeast line of a tract of land described as "Second Tract" in said Warranty Deed with Vendor's Lien to W.R. Kuban, dated December 5, 1956, as recorded in Volume 407, Page 32, D.R.K.C.T.;

THENCE South 46 degrees 31 minutes 59 seconds East, along the common line between the northeast line of said Hwy. 205 Farm, Ltd. tract and the southwest line of said Kuban "First Tract", passing at a distance of 583.12 feet the intersection of said common line with the northwest line of a City of Dallas Water Line Right-of-Way (130 feet wide) described as "Second Tract" as recorded in Volume 435, Page 330, D.R.K.C.T., and continuing along said common line, crossing said City of Dallas Water Line Right-of-Way, for a total distance of 746.61 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING, said point being the intersection of said common line with the southeast line of said City of Dallas Water Line Right-of-Way;

THENCE South 46 degrees 31 minutes 59 seconds East, continuing along said common line, a distance of 163.49 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 80 degrees 47 minutes 44 seconds West, departing said common line and crossing said Hwy. 205 Farm, Ltd. tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,513.06 feet to a 1/2-inch set iron rod with cap on the common line between the northwest line of said Hwy. 205 Farm, Ltd. tract and the southeast line said Kuban "Second Tract";

THENCE North 43 degrees 49 minutes 11 seconds East, along said common line, a distance of 216.13 feet to a 1/2-inch set iron rod with cap for the intersection of said common line with the southeast line of said City of Dallas Water Line Right-of-Way, said point being North 80 degrees 47 minutes 44 seconds East, a distance of 449.96 feet from a found concrete monument with a brass disk stamped "City of Dallas" on the southeast line of said City of Dallas Water Line Right-of-Way, said point also being North 80 degrees 47 minutes 44 seconds East, a distance of 1.00 feet from a found concrete monument with a brass disk stamped "City of Dallas" on the southeast line of said City of Dallas Water Line Right-of-Way;

THENCE North 80 degrees 47 minutes 44 seconds East, departing said common line and along the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,241.26 feet to the POINT OF BEGINNING AND CONTAINING 179,031 square feet or 4.110 acres of land, more or less. **T.O.K.**

REVIEWED BY *Hy N. Cappel*  
11-19-06

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 10**

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

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

Company Name: DAL-TECH Engineering, Inc.

By: Alan Moore Date: 9/27/06

Surveyor's Name: Alan Moore  
Registered Professional Land Surveyor  
Texas No. 5537



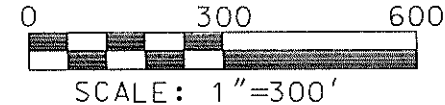
REVIEWED BY: *Don H. Gaudin*  
11-19-06

REVIEWED *11-19-06*

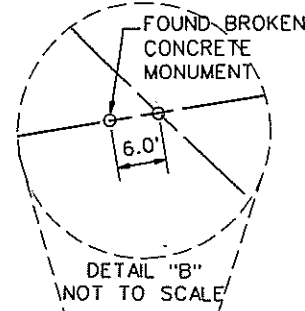
JUAN CASILLAS SURVEY  
ABSTRACT NO. 86

POINT OF  
COMMENCEMENT

FOUND 4" STEEL  
FENCE POST  
OWNER:  
W.R. KUBAN  
"SECOND TRACT"  
VOL. 407, PG. 32  
D.R.K.C.T.



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



OWNER:  
W.R. KUBAN  
"FIRST TRACT"  
VOL. 407, PG. 32  
D.R.K.C.T.

POINT OF  
BEGINNING

FOUND CONCRETE  
MONUMENT W/BRASS  
DISK STAMPED  
"CITY OF DALLAS"

CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
"SECOND TRACT"  
VOL. 435, PG. 330  
D.R.K.C.T.

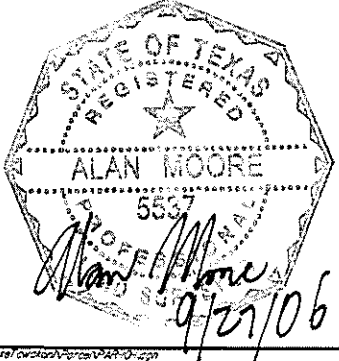
DETAIL "A"  
NOT TO SCALE

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

PARCEL 10  
179,031 S.F.  
4.110 AC.

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"FIRST TRACT 40.25 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"216.1 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.



LEGEND:

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

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

EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION  
SITUATED IN THE  
JUAN CASILLAS SURVEY, ABSTRACT NO. 86  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS

BY  
DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY, SUITE 300  
DALLAS, TEXAS 75248, TEL. (972)250-2727, FAX (972)250-4774



**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
 WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 12**

BEING a 5.780 acre tract of land in the Juan Casillas Survey, Abstract No. 86, and being located in Kaufman County, Texas, and being a portion of a tract of land described as "216.1 Acres" in Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch found iron rod for the west corner of a tract of land described as "Tract No. I 85.02 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T.;

THENCE North 44 degrees 13 minutes 37 seconds East, along the common line between the northwest line of said "Tract No. I 85.02 Acres" and the southeast line of a tract of land described as "First Tract 353 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T., a distance of 1,666.88 feet to the north corner of said "Tract No. I 85.02 Acres" and the west corner of said "216.1 Acres" tract;

THENCE North 43 degrees 45 minutes 04 seconds East, along the common line between the northwest line of said "216.1 Acres" tract and the southeast line of said "First Tract 353 Acres", a distance of 340.61 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE North 43 degrees 45 minutes 04 seconds East, continuing along said common line, a distance of 223.78 feet to a 1/2-inch set iron rod with cap for the intersection of said common line with the southeast line of a City of Dallas Water Line Right-of-Way (130 feet wide) as recorded in Volume 435, Page 330, D.R.K.C.T., said point being South 43 degrees 45 minutes 04 seconds West, a distance of 1,463.38 feet from a found 4-inch steel fence corner post for the north corner of said "216.1 Acres" tract;

THENCE North 79 degrees 15 minutes 58 seconds East, departing said common line and along the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,766.22 feet to a 1/2-inch set iron rod with cap for an angle point;

THENCE North 80 degrees 47 minutes 44 seconds East, continuing along the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 32.25 feet to a found concrete monument with a brass disk stamped "City of Dallas" for the intersection of the southeast line of said City of Dallas Water Line Right-of-Way with the common line between the northeast line of said "216.1 Acres" tract and the southwest line of a tract of land described as "Second Tract" in Warranty Deed with Vendor's Lien to W.R. Kuban, dated December 5, 1956, as recorded in Volume 407, Page 32, D.R.K.C.T.;

THENCE South 46 degrees 14 minutes 56 seconds East, departing the southeast line of said City of Dallas Water Line Right-of-Way and along said common line, a distance of 162.87 feet to a 1/2-inch set iron rod with cap for corner; **T.D.K.**

REVIEWED BY *[Signature]* 11-19-02

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 12**

THENCE South 80 degrees 47 minutes 44 seconds West, departing said common line and crossing said "216.1 Acres" tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 128.64 feet to a 1/2-inch set iron rod with cap for an angle point;

THENCE South 79 degrees 15 minutes 58 seconds West, continuing across said "216.1 Acres" tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,946.64 feet to the POINT OF BEGINNING AND CONTAINING 251,794 square feet or 5.780 acres of land, more or less. **T.D.K.**

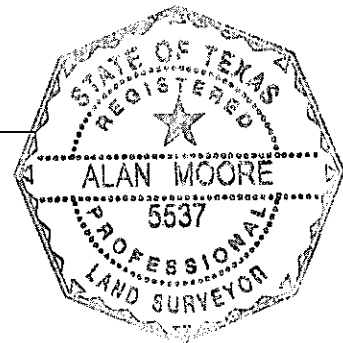
All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale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

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

Company Name: DAL-TECH Engineering, Inc.

By: Alan Moore Date: 9/27/06

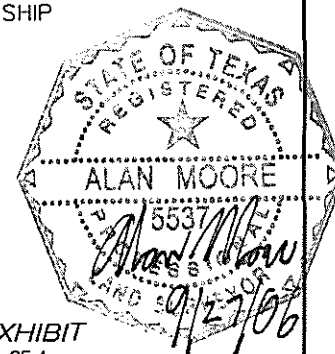
Surveyor's Name: Alan Moore  
Registered Professional Land Surveyor  
Texas No. 5537



REVIEWED BY David G. Gabel  
11-19-06

0 300 600

SCALE: 1"=300'

REVIEWED BY *Don K. Gail*  
11-12-06E.L. BOYD SURVEY  
ABSTRACT NO. 48OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"FIRST TRACT 353 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.APPROXIMATE LOCATION  
OF SURVEY LINECITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 435, PG. 330  
D.R.K.C.T.OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"216.1 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.OWNER:  
W.R. KUBAN  
"SECOND TRACT"  
VOL. 407, PG. 32  
D.R.K.C.T.N80° 47' 44"E  
32.25'FOUND CONCRETE  
MONUMENT W/BRASS  
DISK STAMPED  
"CITY OF DALLAS"  
(C.M.)S46° 14' 56"E  
162.87'1/2" SIR  
W/CAP1/2" SIR  
W/CAP1/2" SIR  
W/CAPS80° 47' 44"W  
128.64'S79° 15' 58"W  
1,946.64'PARCEL 12  
251,794 S.F.  
5.780 AC.OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"216.1 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.EXHIBIT  
OF A

RIGHT-OF-WAY ACQUISITION

SITUATED IN THE

JUAN CASILLAS SURVEY, ABSTRACT NO. 86

KAUFMAN COUNTY, TEXAS

FOR THE

CITY OF DALLAS

BY

DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY., SUITE 300  
DALLAS, TEXAS 75248, TEL. (972)250-2727, FAX (972)250-4774

DATE: SEPT 06 REVISED: SCALE: 1"=300' FILE: 055 SHEET 3 OF 3

## LEGEND:

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

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

POINT OF  
BEGINNINGPOINT OF  
COMMENCEMENT5/8" FIR  
(C.M.)OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"TRACT NO. 1"  
85.02 ACRES,  
VOL. 1137, PG. 112  
D.R.K.C.T.N43° 45' 04"E  
223.78'N43° 45' 04"E  
340.61'POINT OF  
BEGINNINGJUAN CASILLAS SURVEY  
ABSTRACT NO. 86

9/27/06

# EXHIBIT A

## FIELD NOTES

### DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN KAUFMAN COUNTY, TEXAS

Parcel: 13

BEING a 9.595 acre tract of land in the E.L. Boyd Survey, Abstract No. 48, and being located in Kaufman County, Texas, and being a portion of a tract of land described as "First Tract 353 Acres" in Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8-inch found iron rod for the west corner of a tract of land described as "Tract No. I 85.02 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T., said corner being on the southeast line of said "First Tract 353 Acres";

THENCE North 44 degrees 13 minutes 37 seconds East, along the common line between the southeast line of said "First Tract 353 Acres" and the northwest line of said "Tract No. I 85.02 Acres", a distance of 1,666.88 feet to the north corner of said "Tract No. I 85.02 Acres" and the west corner of a tract of land described as "216.1 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T.;

THENCE North 43 degrees 45 minutes 04 seconds East, along the common line between the northwest line of said "216.1 Acres" tract and the southeast line of said "First Tract 353 Acres", a distance of 340.61 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE South 79 degrees 15 minutes 58 seconds West, departing said common line and crossing said "First Tract 353 Acres" along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of a City of Dallas Water Line Right-of-Way (130 feet wide) as recorded in Volume 435, Page 330, D.R.K.C.T., a distance of 3,077.46 feet to a 1/2-inch set iron rod with cap on the common line between the southwest line of said "First Tract 353 Acres" and the northeast line of a tract of land described as "Second Tract 128 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T.;

THENCE North 46 degrees 18 minutes 10 seconds West, along said common line, a distance of 159.82 feet to a 1/2-inch set iron rod with cap for the intersection of said common line with the southeast line of said City of Dallas Water Line Right-of-Way, said point being North 79 degrees 15 minutes 58 seconds East, a distance of 1054.02 feet from a found broken concrete monument for the intersection of the southeast line of said City of Dallas Water Line Right-of-Way with the common line between the northwest line of said "Second Tract 128 Acres" and the southeast line of a tract of land described as "159 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T.;

THENCE North 79 degrees 15 minutes 58 seconds East, departing said common line and along the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 3,352.57 feet to a 1/2-inch set iron rod with cap for the intersection of the southeast line of said City of Dallas Water Line Right-of-Way with the common line between the southeast line of said "First Tract 353 Acres" and the northwest line of said "216.1 Acres" tract, said point being South 43 degrees 45 minutes 04 T.D.K.

REVIEWED BY *D. N. Guel*  
11-19-06

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 13**

seconds West, a distance of 1,463.38 feet from a found 4-inch steel fence corner post for the north corner of said "216.1 Acres tract;  
THENCE South 43 degrees 45 minutes 04 seconds West, departing the southeast line of said City of Dallas Water Line Right-of-Way and along said common line, a distance of 223.78 feet to the POINT OF BEGINNING AND CONTAINING 417,952 square feet or 9.595 acres of land, more or less. **T.D.K.**

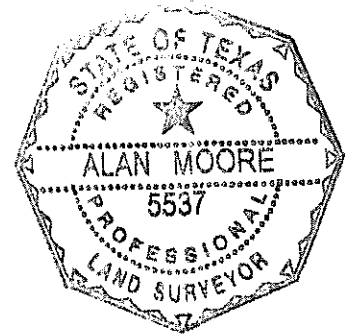
All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale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

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

Company Name: DAL-TECH Engineering, Inc.

By: Alan Moore Date: 9/27/06

Surveyor's Name: Alan Moore  
Registered Professional Land Surveyor  
Texas No. 5537



REVIEWED BY Don R. Aguilera  
11-19-06



SCALE: 1"=300'



60' PIPELINE EASEMENT  
VOL. 1194, PG. 741  
VOL. 205, PG. 231  
D.R.K.C.T.

PARCEL 13  
417,952 S.F.  
9.595 AC.

MATCH LINE SEE SHEET 4

PETROLEUM  
CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 435, PG. 330  
D.R.K.C.T.

E.L. BOYD SURVEY  
ABSTRACT NO. 48

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"FIRST TRACT 353 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"FIRST TRACT 353 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

OWNER:  
HWY. 205  
FARM, LTD.,  
A TEXAS LIMITED  
PARTNERSHIP  
"TRACT NO. 1  
85.02 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"216.1 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

JUAN CASILLAS SURVEY  
ABSTRACT NO. 86

EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION  
SITUATED IN THE  
E.L. BOYD SURVEY, ABSTRACT NO. 48  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS  
BY

DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY., SUITE 300  
DALLAS, TEXAS 75248, TEL. (972)250-2727, FAX (972)250-4774

DATE: SEPT. 06 REVISED: SCALE: 1"=300' FILE: 055 SHEET 3 OF 4

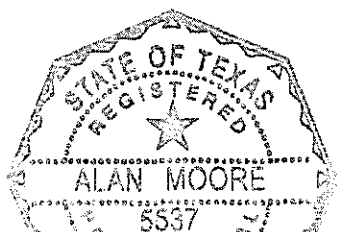
LEGEND:

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

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

POINT OF  
COMMENCEMENT

POINT OF  
BEGINNING



*Alan Moore*  
9/27/06

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
 WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 14**

BEING a 3.555 acre tract of land in the E.L. Boyd Survey, Abstract No. 48, and being located in Kaufman County, Texas, and being a portion of a tract of land described as "Second Tract 128 Acres" in Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

COMMENCING at a found broken concrete monument on the northeast right-of-way line of State Highway No. 205 (100 feet wide at this point);

THENCE North 45 degrees 33 minutes 19 seconds West, along said northeast right-of-way line, a distance of 535.90 feet to a found broken concrete monument for the southwest end of a 10-foot offset in said northeast right-of-way line;

THENCE North 44 degrees 26 minutes 41 seconds East, along said 10-foot offset, a distance of 10.00 feet to a found broken concrete monument for the northeast end of said offset;

THENCE North 45 degrees 33 minutes 19 seconds West, along said northeast right-of-way line (120 feet wide at this point), a distance of 1,186.12 feet to the intersection of said northeast right-of-way line with the common line between the northwest line of said "Second Tract 128 Acres" tract and the southeast line of a tract of land described as "159 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T.;

THENCE North 43 degrees 41 minutes 50 seconds East, departing said northeast right-of-way line and along said common line, a distance of 1,106.47 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE North 43 degrees 41 minutes 50 seconds East, continuing along said common line, a distance of 223.34 feet to a found broken concrete monument for the intersection of said common line with the southeast line of a City of Dallas Water Line Right-of-Way (130 feet wide) as recorded in Volume 435, Page 330, D.R.K.C.T.;

THENCE North 79 degrees 15 minutes 58 seconds East, departing said common line and along the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,054.02 feet to a 1/2-inch set iron rod with cap for the intersection of the southeast line of said City of Dallas Water Line Right-of-Way with the common line between the northeast line of said "Second Tract 128 Acres" and the southwest line of a tract of land described as "First Tract 353 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T.;

THENCE South 46 degrees 18 minutes 10 seconds East, departing the southeast line of said City of Dallas Water Line Right-of-Way and along said common line, a distance of 159.82 feet to a 1/2-inch set iron rod with cap for corner; **T.O.K.**

REVIEWED BY  
 D. H. G. G. G.  
 11-19-06

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 14**

THENCE South 79 degrees 15 minutes 58 seconds West, departing said common line and crossing said "Second Tract 128 Acres" along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,146.17 feet to a 1/2-inch set iron rod with cap for an angle point;

THENCE South 79 degrees 17 minutes 39 seconds West, continuing across said "Second Tract 128 Acres" along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 182.48 feet to the POINT OF BEGINNING AND CONTAINING 154,874 square feet or 3.555 acres of land, more or less. **T.D.K.**

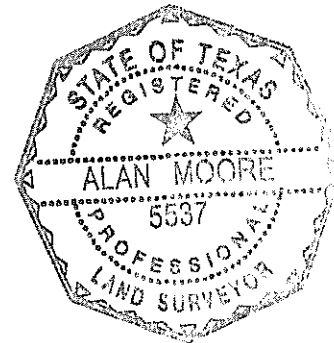
All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale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

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

Company Name: DAL-TECH Engineering, Inc.

By: Alan Moore Date: 9/27/06

Surveyor's Name: Alan Moore  
Registered Professional Land Surveyor  
Texas No. 5537



REVIEWED BY John Campbell  
11-19-06



REVIEWED BY

*For Capital*  
11-19-01

0 300 600  
SCALE: 1"=300'

E.L. BOYD SURVEY  
ABSTRACT NO. 48

CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 435, PG. 330  
D.R.K.C.T.

FOUND BROKEN  
CONCRETE  
MONUMENT  
(C.M.)

1/2" SIR  
W/CAP

N79° 15' 58" E  
1,054.02'

84" WATER LINE  
12" WATER LINE

S46° 18' 10" E  
159.82'

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"FIRST TRACT 353 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

S79° 15' 58" W  
1,146.17'

PARCEL 14  
154,874 S.F.  
3.555 AC.

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"SECOND TRACT 128 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

N43° 41' 50" E  
223.34'

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"159 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

POINT OF  
BEGINNING

S79° 17' 39" W  
182.48'

N43° 41' 50" E  
1,106.47'

N45° 33' 19" W  
1,186.12'

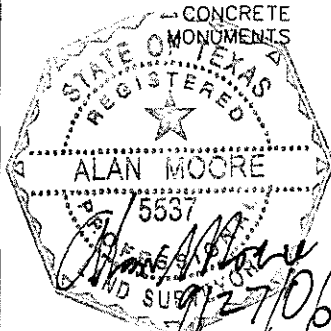
FOUND BROKEN  
CONCRETE  
MONUMENTS  
N44° 26' 41" E  
10.00'

N45° 33' 19" W  
535.90'

POINT OF  
COMMENCEMENT

FOUND BROKEN  
CONCRETE  
MONUMENTS

FOUND BROKEN  
CONCRETE  
MONUMENT  
(C.M.)



LEGEND:

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

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

EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION  
SITUATED IN THE  
E.L. BOYD SURVEY, ABSTRACT NO. 48  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS  
BY

DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY., SUITE 300  
DALLAS, TEXAS 75248, TEL. (972)250-2727, FAX (972)250-4774

DATE: SEPT. 06 REVISED: SCALE: 1"=300' FILE: 065 SHEET 3 OF 3

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
 WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 15**

BEING a 4.430 acre tract of land in the E.L. Boyd Survey, Abstract No. 48, and being located in Kaufman County, Texas, and being a portion of a tract of land described as "159 Acres" in Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

COMMENCING at a found broken concrete monument on the northeast right-of-way line of State Highway No. 205 (100 feet wide at this point);

THENCE North 45 degrees 33 minutes 19 seconds West, along said northeast right-of-way line, a distance of 535.90 feet to a found broken concrete monument for the southwest end of a 10-foot offset in said northeast right-of-way line;

THENCE North 44 degrees 26 minutes 41 seconds East, along said 10-foot offset, a distance of 10.00 feet to a found broken concrete monument for the northeast end of said offset;

THENCE North 45 degrees 33 minutes 19 seconds West, along said northeast right-of-way line (120 feet wide at this point), passing at a distance of 1,186.12 feet the intersection of said northeast right-of-way line with the common line between the southeast line of said "159 Acres" tract and the northwest line of a tract of land described as "Second Tract 128 Acres" in said Special Warranty Deed to Hwy. 205 Farm, Ltd., a Texas Limited Partnership, dated May 31, 1994, as recorded in Volume 1137, Page 112, D.R.K.C.T., and continuing along said northeast right-of-way line for a total distance of 1,970.92 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE North 45 degrees 33 minutes 19 seconds West, continuing along said northeast right-of-way line, a distance of 158.41 feet to a 1/2-inch set iron rod with cap for the intersection of said common line with the southeast line of a City of Dallas Water Line Right-of-Way (130 feet wide) as recorded in Volume 437, Page 85, D.R.K.C.T.;

THENCE North 79 degrees 17 minutes 39 seconds East, departing said northeast line and along the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,620.28 feet to a found broken concrete monument for the intersection of the southeast line of said City of Dallas Water Line Right-of-Way with the common line between the southeast line of said "159 Acres" tract and the northwest line of said "Second Tract 128 Acres";

THENCE South 43 degrees 41 minutes 50 seconds West, departing the southeast line of said City of Dallas Water Line Right-of-Way and along said common line, a distance of 223.34 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 79 degrees 17 minutes 39 seconds West, departing said common line and crossing said "159 Acres" tract along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,348.16 feet to the POINT OF BEGINNING AND CONTAINING 192,948 square feet or 4.430 acres of land, more or less. **T.D.K.**

REVIEWED BY *Don P. Agard* 11-19-06

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**  
**Parcel: 15**

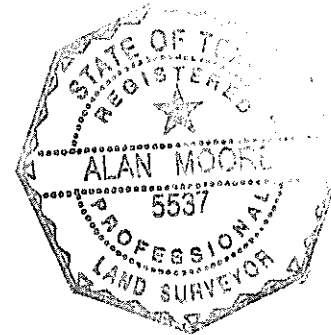
All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale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

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

Company Name: DAL-TECH Engineering, Inc.

By: *Alan Moore* Date: *9/27/06*

Surveyor's Name: Alan Moore  
Registered Professional Land Surveyor  
Texas No. 5537



*Dr. S. G. Gabel*  
*11-19-06*

RECEIVED BY

11-19-06



SCALE: 1"=300'



E.L. BOYD SURVEY  
ABSTRACT NO. 48

CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 437, PG. 85  
D.R.K.C.T.

FOUND BROKEN  
CONCRETE  
MONUMENT  
(C.M.)

70' T.P.&L. EASEMENT  
VOL. 490, PG. 06  
D.R.K.C.T.

PARCEL 15  
192,948 S.F.  
4.430 AC.

1" FIP  
(C.M.)  
S44° 26' 41" W  
10.00'  
FOUND CONCRETE  
MONUMENT  
N45° 33' 19" W  
198.05'  
FOUND CONCRETE  
MONUMENTS  
54" WATER LINE  
12" WATER LINE  
BURNING FENCE  
1/2" SIR  
W/CAP

N45° 33' 19" W  
158.41'

POINT OF  
BEGINNING

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"159 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

OWNER:  
HWY. 205 FARM, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
"SECOND TRACT 128 ACRES"  
VOL. 1137, PG. 112  
D.R.K.C.T.

N79° 17' 39" E  
1,620.28'

S79° 17' 39" W  
1,348.16'

S43° 41' 50" W  
223.34'

OWNER:  
NANCY CLEMENTS SEAY  
(A MARRIED WOMAN)  
VOL. 1061, PG. 556  
D.R.K.C.T.

POINT OF  
COMMENCEMENT

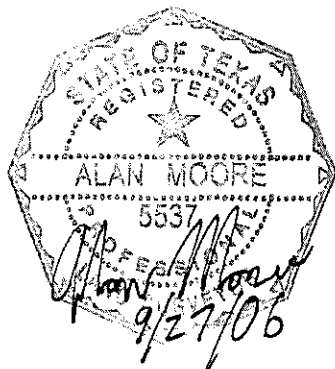
FOUND BROKEN  
CONCRETE  
MONUMENTS

N45° 33' 19" W  
1,186.12'

FOUND BROKEN  
CONCRETE  
MONUMENTS  
N44° 26' 41" E  
10.00'

N45° 33' 19" W  
535.90'

FOUND BROKEN  
CONCRETE  
MONUMENT  
(C.M.)



LEGEND:

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

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

EXHIBIT  
OF A  
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E.L. BOYD SURVEY, ABSTRACT NO. 48  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS  
BY

DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY., SUITE 300  
DALLAS, TEXAS 75248, TEL. (972) 250-2727, FAX (972) 250-4774

## AGENDA ITEM # 24

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** Outside City Limits

**DEPARTMENT:** Department of Development Services  
Water Utilities

**CMO:** A. C. Gonzalez, 671-8925  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** N/A

---

### **SUBJECT**

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from John Mark Collins, William M. Collins and Richard D. Newton, of approximately 193,310 square feet of unimproved land located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - \$66,570 – Financing: Water Utilities Capital Construction Funds

### **BACKGROUND**

This item authorizes the acquisition of a tract of unimproved land containing approximately 193,310 square feet located in Kaufman County for the Lake Tawakoni 144-inch Pipeline. This property will be used for the construction of a 144-inch raw water transmission line for the Lake Tawakoni Pipeline. The consideration of \$66,570 is based on an independent appraisal.

This acquisition is part of the Lake Fork Project currently underway by Dallas Water Utilities which will allow the construction of a third pipeline from Lake Tawakoni to the Tawakoni Balancing Reservoir, and then to the Eastside Water Treatment Plant. Ultimately, a new 144-inch pipeline will be placed parallel to the existing 72-inch and 84-inch pipelines. The construction of the third pipeline from Lake Tawakoni to Dallas will allow capacity for Lake Fork to supply water to meet current City needs and future water demands.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

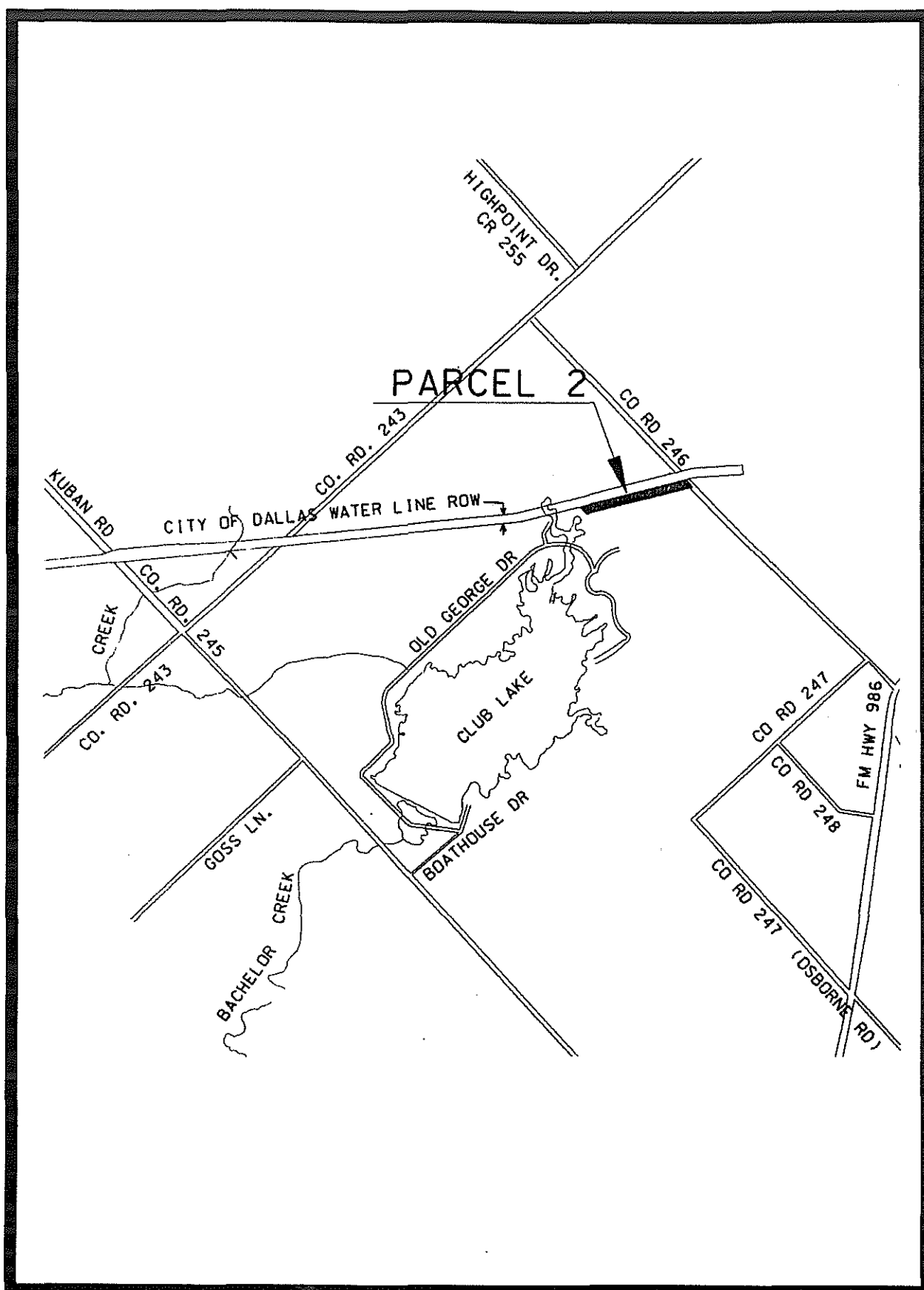
This item has no prior action.

## **FISCAL INFORMATION**

Water Utilities Capital Construction Funds - \$66,570

## **MAP**

Attached







April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Lake Tawakoni 144-inch Raw Water Transmission Pipeline

"PROPERTY INTEREST": Fee Simple

"OWNER": John Mark Collins, William M. Collins and Richard D. Newton, 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.

"OFFER AMOUNT": \$66,570.00

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Water Utilities Capital Construction Funds No. 0102, Department DWU, Unit CW20, Program No. 704041, Activity No. RWPT, Object 4210, Encumbrance No. CTDWU704041AK.

April 23, 2008

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**THOMAS P. PERKINS, JR., City Attorney**

**BY**



**Assistant City Attorney**

# EXHIBIT A

## FIELD NOTES DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF- WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN KAUFMAN COUNTY, TEXAS

### Parcel: 2

BEING a 4.438 acre tract of land in the William Smith Survey, Abstract No. 444, and being located in Kaufman County, Texas, and being a portion of a tract of land described in Deed of Gift to John Mark Collins, and William M. Collins, dated January 10, 2006, as recorded in Volume 2803, Page 176 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), same being a tract of land described in Special Warranty Deed to Richard D. Newton, dated April 1, 2006, as recorded in Volume 2874, Page 493, D.R.K.C.T., and being more particularly described as follows:

COMMENCING at a found wood fence post for the west corner of said Collins-Newton tract and the north corner of Tract Two of Terrell Country Club Association Addition, an addition to Kaufman County, Texas, as recorded in Cabinet 2, Envelope 688, D.R.K.C.T.;

THENCE South 46 degrees 14 minutes 39 seconds East, along the common line between the northeast line of said Tract Two and the southwest line of said Collins-Newton tract, a distance of 1,102.81 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING, said point being on the southeast line of a City of Dallas Water Line Right-of-Way (140-foot wide) as recorded in Volume 436, Page 27, D.R.K.C.T.;

THENCE North 72 degrees 26 minutes 55 seconds East, departing said common line and along said southeast line passing at a distance of 1,474.11 feet a found concrete monument with a brass disk stamped "City of Dallas", and continuing along said line for a total distance of 1,487.00 feet to a 1/2-inch set iron rod with cap on the common line between the northeast line of said Collins-Newton tract and the southwest line of a tract of land described in Special Warranty Deed to Brenda Shipley Richards, dated July 7, 1994, as recorded in Volume 1139, Page 177, D.R.K.C.T., said point being in Kaufman County Road No. 246, an unrecorded right-of-way, said point also being South 72 degrees 26 minutes 55 seconds West, a distance of 27.00 feet from a found concrete monument with a brass disk stamped "City of Dallas";

THENCE South 46 degrees 14 minutes 39 seconds East, departing said southeast line and along said common line, a distance of 148.20 feet to a 1/2-inch set iron rod with cap, said point being in said Kaufman County Road No. 246;

THENCE South 72 degrees 26 minutes 55 seconds West, departing said common line and crossing said Collins-Newton tract and along a line parallel with and 130 feet perpendicularly distant southeast from the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 1,487.00 feet to a 1/2-inch set iron rod with cap on the common line between the southwest line of said Collins-Newton tract and the northeast line of Tract One of said Terrell Country Club Association Addition, said point being North 46 degrees 14 minutes 39 seconds West, a distance of 1,081.72 feet from a found wood fence post for an angle point in the northeast line of said Tract One;

THENCE North 46 degrees 14 minutes 39 seconds West, along said common line, a distance of 148.20 feet to the POINT OF BEGINNING AND CONTAINING 193,310 square feet or 4.438 acres of land, more or less. T.D.K.

REVIEWED BY: *[Signature]*  
8-29-07

**FIELD NOTES**  
**DESCRIBING A TRACT OF LAND TO BE ACQUIRED FOR THE RIGHT-OF-  
WAY FOR THE LAKE TAWAKONI RAW WATER TRANSMISSION MAIN**  
**KAUFMAN COUNTY, TEXAS**

**Parcel: 2**

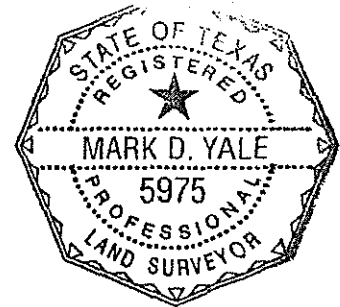
All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at NGS continuously operating reference stations Collin CORS ARP, Dallas CORS ARP, Kaufman CORS ARP, Tyler CORS ARP, and Paris CORS ARP. The Kaufman County scale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

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

Company Name: DAL-TECH Engineering, Inc.

By:  Date: 2-9-07

Surveyor's Name: Mark D. Yale  
Registered Professional Land Surveyor  
Texas No. 5975



*Handwritten:* Dy U Gull 8-29-07

REVIEWED BY *Don G. Gault*

8-29-07

WILLIAM SMITH SURVEY  
ABSTRACT NO. 444

0 300 600  
SCALE: 1"=300'

POINT OF  
COMMENCEMENT

FOUND WOOD  
FENCE POST  
(C.M.)

TERRELL COUNTRY CLUB  
ASSOCIATION ADDITION  
"TRACT TWO"  
CAB. 2, ENV. 688  
D.R.K.C.T.

POINT OF  
BEGINNING

1/2" S.I.R.  
W/CAP

N72° 26'55"E  
908.61'  
N46° 14'39"W  
148.20'

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

OWNER:  
TERRELL COUNTRY CLUB,  
A CORPORATION  
VOL. 108, PG. 155  
D.R.K.C.T.

TERRELL COUNTRY CLUB  
ASSOCIATION ADDITION  
"TRACT ONE"  
CAB. 2, ENV. 688  
D.R.K.C.T.

CITY OF DALLAS WATER  
LINE RIGHT-OF-WAY  
VOL. 436, PG. 27  
D.R.K.C.T.

N72° 26'55"E 1,487.00'  
S72° 26'55"W 1,487.00'

OWNER:  
JOHN MARK COLLINS, AND  
WILLIAM M. COLLINS  
VOL. 2803, PG. 176  
D.R.K.C.T.

RICHARD D. NEWTON  
VOL. 2874, PG. 493  
D.R.K.C.T.

PARCEL 2  
193,310 S.F.  
4.438 AC.

APPROXIMATE LOCATION  
TEXAS POWER & LIGHT COMPANY  
RIGHT-OF-WAY EASEMENT  
VOL. 196, PG. 409  
VOL. 198, PG. 67

OWNER:  
BRENDA SHIPLEY  
RICHARDS  
VOL. 1139, PG. 177  
D.R.K.C.T.

FOUND WOOD  
FENCE POST  
(C.M.)

NOTE: THIS SURVEY WAS PERFORMED BASE UPON  
RECORD DATA PROVIDED UNDER STEWART TITLE  
INSURANCE COMPANY COMMITMENT G.F. NUMBER  
20066499, WITH AN EFFECTIVE DATE OF OCTOBER 5, 2006

LEGEND:

S.F.	SQUARE FEET
C.M.	CONTROL MONUMENT
O.F.I.R.	FOUND IRON ROD
O.F.I.P.	FOUND IRON PIPE
O 1/2" S.I.R.	SET IRON ROD
W/CAP	WITH A RED PLASTIC CAP STAMPED "DAL-TECH"
SX	SET "X" CUT IN CONCRETE
FPK	FOUND PK. NAIL
SPK	SET PK. NAIL

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

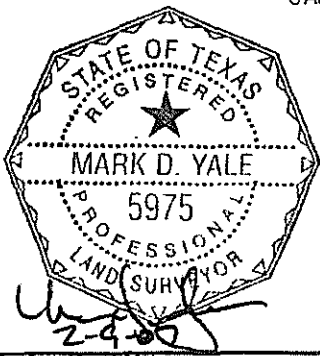


EXHIBIT  
OF A  
RIGHT-OF-WAY ACQUISITION  
SITUATED IN THE  
WILLIAM SMITH SURVEY, ABSTRACT NO. 444  
KAUFMAN COUNTY, TEXAS  
FOR THE  
CITY OF DALLAS

BY  
DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY, SUITE 300  
DALLAS, TEXAS 75248, TEL. (972)250-2727, FAX (972)250-4774

DATE: FEB 07 REVISED: SCALE: 1"=300' FILE: 055 SHEET 3 OF 3



## AGENDA ITEM # 25

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 14  
**DEPARTMENT:** Department of Development Services  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 35W

---

### **SUBJECT**

An ordinance abandoning portions of fire lane and water line easements to DP Apartments, LP, the abutting owner, containing approximately 16,105 square feet of land, located near the intersection of Cedar Springs Road and Wycliff Avenue and authorizing the quitclaim – Revenue: \$5,400 plus the \$20 ordinance publication fee

### **BACKGROUND**

This item authorizes the abandonment of portions of fire lane and water line easements to DP Apartments, LP, the abutting owner. The areas to be abandoned will be included with the property of the abutting owner for a new multifamily apartment community. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore no appraisal is required.

This transaction is consistent with the recommendations of the Real Estate Task Force.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item has no prior action.

### **FISCAL INFORMATION**

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

### **OWNER**

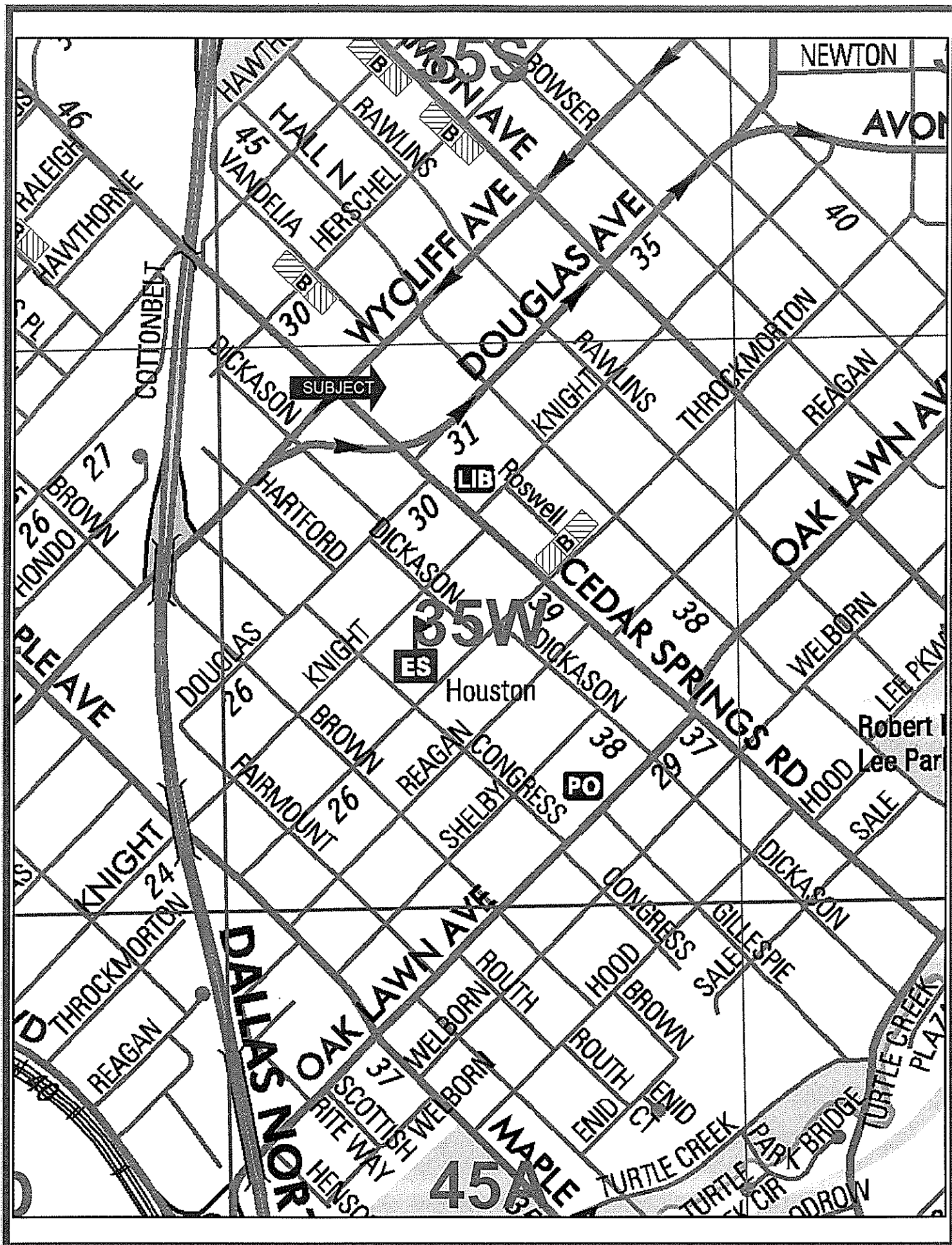
#### **DP Apartments, LP**

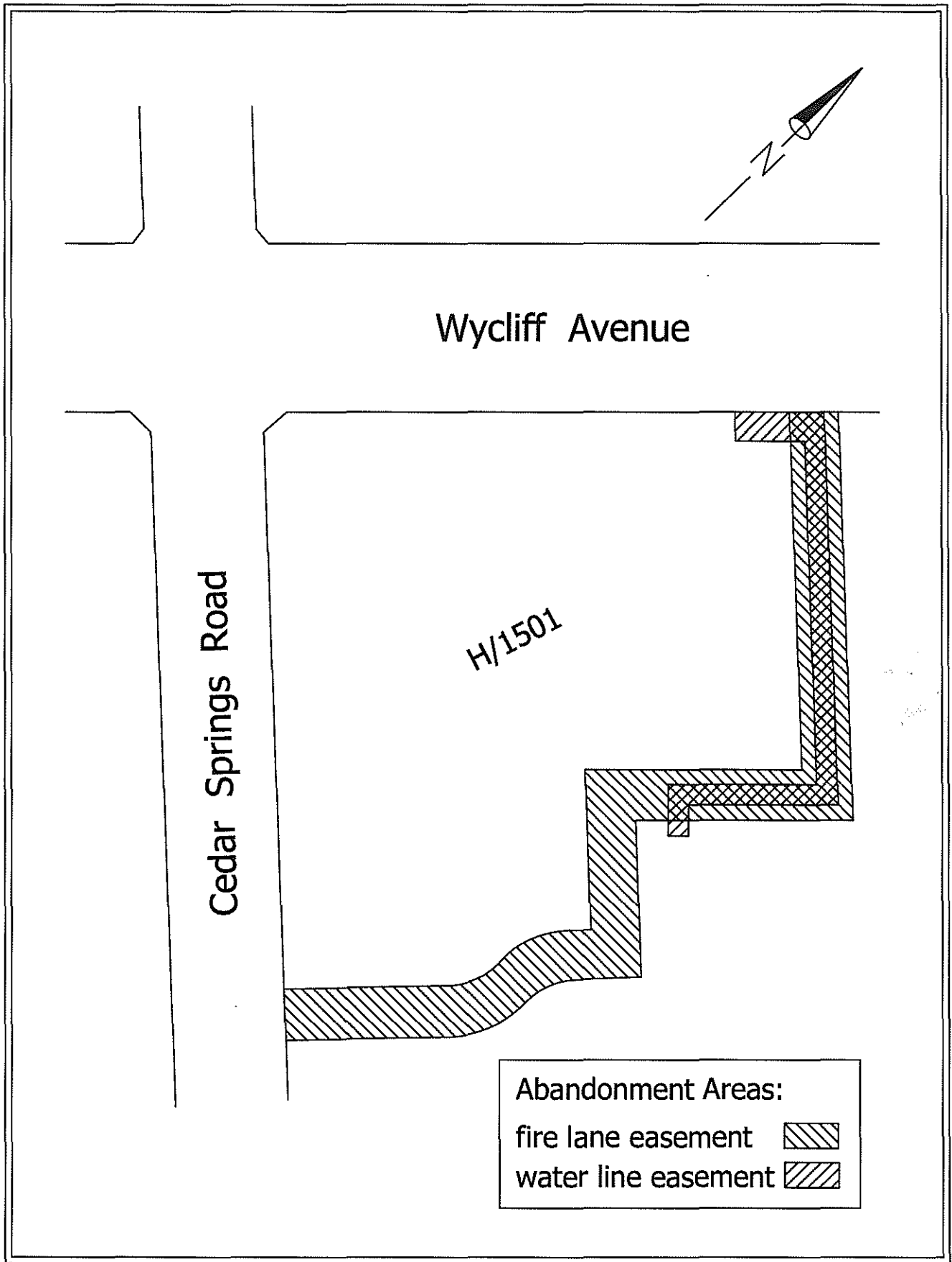
DP Apartments GP, LLC, General Partner  
Lane SW, LLC, Manager  
Mark McHenry, President

## **MAPS**

Attached







**ORDINANCE NO. \_\_\_\_\_**

An ordinance providing for the abandonment and relinquishment of portions of fire lane and water line easements, located in City Block H/1501 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to DP Apartments, LP; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of a new easement 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 DP Apartments, LP, a Texas limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portions of easements are 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 tracts of land described in Exhibit A, attached hereto and 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 Section 8, 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 those certain tracts or parcels 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 City Controller is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Development Services - 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 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 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 the City of Dallas whole and harmless against 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 property 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 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**, 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 areas set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

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

**SECTION 10.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, 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 Development Services, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 11.** That this ordinance 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:**  
**THOMAS P. PERKINS, JR.**  
City Attorney

BY

  
Assistant City Attorney

**THERESA O'DONNELL**  
Director of Development Services

BY

  
Assistant Director

Passed \_\_\_\_\_.

**ABANDONMENT OF 24' WIDE FIRELANE EASEMENT  
LOT 6A, BLOCK H/1501, PICADILLY SQUARE ADDITION  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Exhibit A - Tract 1

BEING a 12,838 square foot tract of land situated in the William Grisby Survey, Abstract No. 501, and being a 24 foot wide Firelane Easement situated in Lot 6A, Block H/1501 as originally dedicated in the Final Plat of Picadilly Square Addition, an Addition to the City of Dallas, Texas, according to the Plat thereof recorded in Volume 83133, Page 4201, Deed Records of Dallas County, Texas (D.R.D.C.T.), also being all on the same tract of land conveyed to DP Apartments, LP, according to the Special Warranty Deed recorded in Instrument No. 20070383013, D.R.D.C.T., said tract being more particularly described by metes and bounds as follows:

COMMENCING at the most northerly corner of said Lot 6A, Block H/1501, same being in the southeasterly right-of-way line of Wycliff Avenue (64.00 R.O.W., at this point);

THENCE South 45°00'00" West, along the common line of said Lots 6A and the southeasterly right-of-way line of said Wycliff Avenue, a distance of 25.82 feet to the POINT OF BEGINNING;

THENCE South 46°53'39" East, leaving said common line, a distance of 197.11 feet to a corner of said 24 foot wide Firelane Easement;

THENCE South 45°00'00" West, a distance of 103.33 feet to a corner of said 24 foot wide Firelane Easement;

THENCE South 46°53'39" East, a distance of 77.07 feet to a corner of said 24 foot wide Firelane Easement;

THENCE South 43°06'21" West, a distance of 36.50 feet to a corner of said 24 foot wide Firelane Easement and the beginning of a curve to the left having a radius of 30.00 feet;

THENCE along said curve to the left, an arc distance of 23.15 feet through a central angle of 44°12'56" and a chord bearing and distance of S20°59'53"W, 22.58 feet to a corner of said 24 foot wide Firelane Easement and the beginning of a reverse curve to the right having a radius of 54.00 feet;

THENCE along said reverse curve to the right, an arc distance of 41.67 feet through a central angle of 44°12'56" and a chord bearing and distance of S20°59'53"W, 40.65 feet to a corner of said 24 foot wide Firelane Easement;

THENCE South 43°06'21" West, a distance of 79.67 feet to a corner of said 24 foot wide Firelane Easement, same being situated in the northeasterly right-of-way line of Cedar Springs Road (variable width R.O.W.);

THENCE North 46°53'39" West, along said northeasterly right-of-way line, a distance of 24.00 feet to a corner of said 24 foot wide Firelane Easement;

THENCE North 43°06'21" East, leaving said right-of-way line, a distance of 79.67 feet to a corner of said 24 foot wide Firelane Easement and the beginning of a curve to the left having a radius of 30.00 feet;

THENCE along said curve to the left, an arc distance of 23.15 feet through a central angle of 44°12'56" and a chord bearing and distance of N20°59'53"E, 22.58 feet to a corner of said 24 foot wide Firelane Easement and the beginning of a reverse curve to the right having a radius of 54.00 feet;

THENCE along said reverse curve to the right, an arc distance of 41.67 feet through a central angle of 44°12'56" and a chord bearing and distance of N20°59'53"E, 40.65 feet to a corner of said 24 foot wide Firelane Easement;

THENCE North 43°06'21" East, a distance of 12.50 feet to a corner of said 24 foot wide Firelane Easement;

THENCE North 46°53'39" West, a distance of 77.87 feet to a corner of said 24 foot wide Firelane Easement;

THENCE North 45°00'00" East, a distance of 103.33 feet to a corner of said 24 foot wide Firelane Easement;

THENCE North 46°53'39" West, a distance of 173.09 feet to a corner of said 24 foot wide Firelane Easement, same being situated in the aforementioned southeasterly right-of-way line of Wycliff Avenue;

THENCE North 45°00'00" East, a distance of 24.01 feet to the POINT OF BEGINNING and containing 12,838 square feet or 0.295 acres of land, more or less.

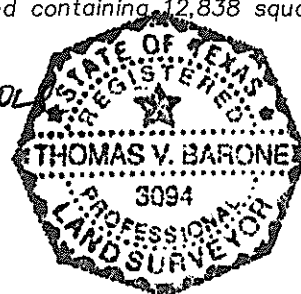
Bearings based on the southeasterly right-of-way line of Wycliff Avenue, as shown on the plat of Picadilly Square Addition, an addition to the City of Dallas, as recorded in Volume 83133, Page 4201, D.R.D.C.T., said bearing being N45°00'00"E.

(For SPRG use only)

Reviewed by: \_\_\_\_\_  
Date: \_\_\_\_\_  
SPRG NO.: \_\_\_\_\_

**BROCKETTE · DAVIS · DRAKE, Inc.**  
**consulting engineers**

Civil & Structural Engineering · Surveying  
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204  
(214) 824-3647, fax (214) 824-7064



*Thomas V. Barone*  
03/28/08

# ABANDONMENT OF 24' WIDE FIRELANE EASEMENT LOT 6A, BLOCK H/1501, PICADILLY SQUARE ADDITION CITY OF DALLAS, DALLAS COUNTY, TEXAS

(VARIABLE WIDTH RIGHT-OF-WAY)

## WYCLIFF AVENUE

(BASIS OF BEARINGS)

N45°00'00"E - 294.00'

15' BUILDING LINE  
VOL. 83133, PG. 4201, M.R.

N45°00'00"E  
24.01'

POINT OF COMMENCEMENT  
POINT OF BEGINNING  
25.82'

NO.	DELTA	RADIUS	ARC	CH. BRG.	CHORD
C1	44°12'56"	30.00'	23.15'	S20°59'53"W	22.58'
C2	44°12'56"	54.00'	41.67'	S20°59'53"W	40.65'

LOT 6A  
BLOCK H/1501  
PICADILLY SQUARE ADDITION  
VOL. 83133, PG. 4201  
M.R.D.C.T.

DP APARTMENTS, LP  
INST. #20070383013  
D.R.D.C.T.

12,838 SQ. FT.  
0.295 ACRES  
FIRELANE ESMT.  
ABANDONMENT  
(SHADED)

0 40  
GRAPHIC SCALE  
1"=40'

(VARIABLE WIDTH RIGHT-OF-WAY)

CEDAR SPRINGS ROAD

N46°53'39"W - 381.53'

15' BUILDING LINE  
VOL. 83133, PG. 4201, M.R.

N46°53'39"W  
24.00'

Δ=44°12'56"  
R=30.00'  
L=23.15'  
CH=N20°59'53"E  
LC=22.58'

79.67'  
N43°06'21"E

S43°06'21"W  
79.67'

24' FIRELANE EASEMENT  
VOL. 83133, PG. 4201, M.R.

N46°53'39"W  
77.87'

N43°06'21"E  
12.50'

Δ=44°12'56"  
R=54.00'  
L=41.67'  
CH=N20°59'53"E  
LC=40.65'

50.00'  
S45°00'00"W

N45°00'00"E - 103.33'

S45°00'00"W - 103.33'

S45°00'00"W - 90.00'  
N45°00'00"W  
5.00'

S46°53'39"E  
77.07'  
REM. LOT 2  
BLOCK 4A/1501  
CRADDOCK'S  
OAK LAWN ADDITION  
VOL. 1, PG. 223

S43°06'21"W  
36.50'

S45°00'00"W  
30.00'

Notes:  
1. Bearings based on the southeasterly right-of-way line of Wycliff Avenue, as shown on the plat of Picadilly Square Addition, an addition to the City of Dallas, as recorded in Volume 83133, Page 4201, D.R.D.C.T., said bearing being N45°00'00"E.

2. "CM" indicates controlling monuments. "IRF" indicates iron rod found.

(For SPRG use only)

Reviewed by: \_\_\_\_\_  
Date: \_\_\_\_\_  
SPRG NO.: \_\_\_\_\_

BROCKETTE · DAVIS · DRAKE, inc.  
consulting engineers

Civil & Structural Engineering · Surveying  
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204  
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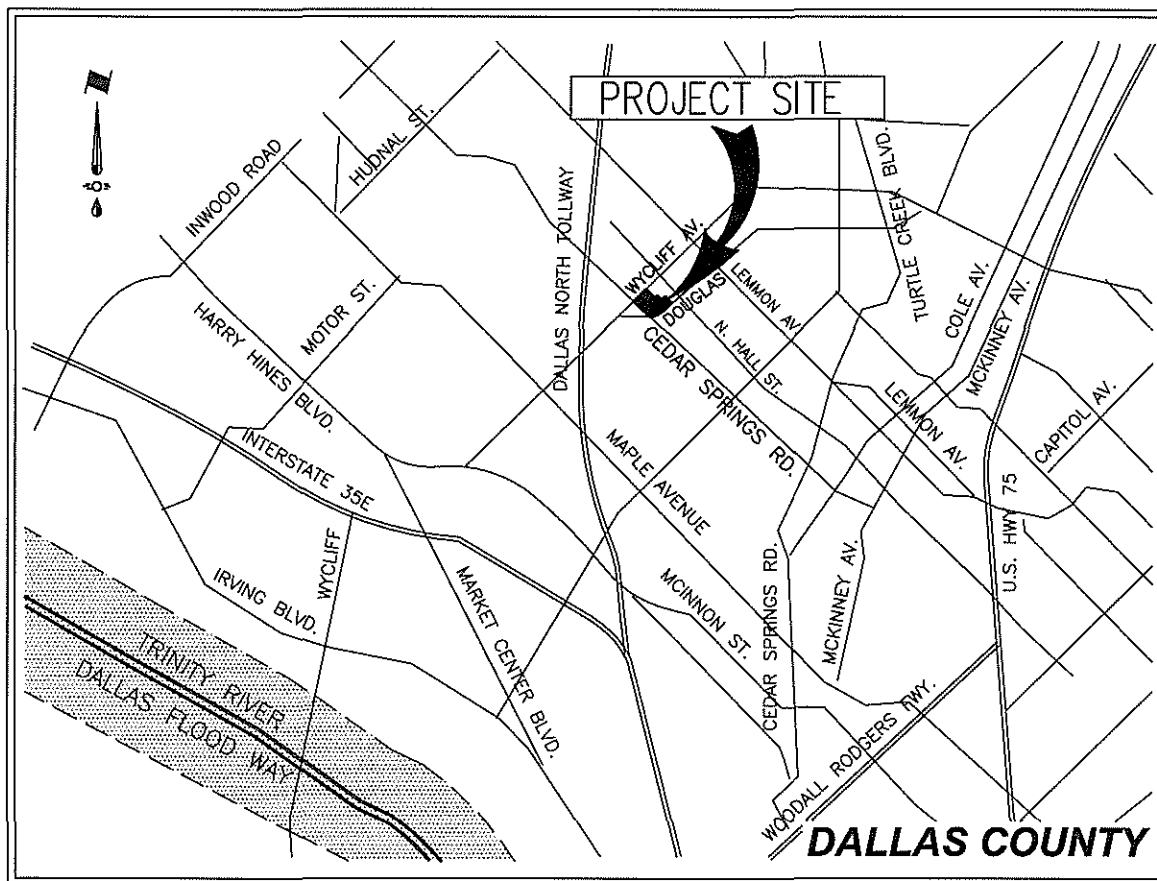
C07207

REVIEWED BY: J. L. H. H. H.



ABANDONMENT OF 24' WIDE FIRELANE EASEMENT  
LOT 6A, BLOCK H/1501, PICADILLY SQUARE ADDITION  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

REVIEWED BY: *Shelly Hall*



(NOT TO SCALE)

Mapsco Page 36-X

(For SPRG use only)

Reviewed by: \_\_\_\_\_  
Date: \_\_\_\_\_  
SPRG NO.: \_\_\_\_\_

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**ABANDONMENT OF WATER EASEMENT  
LOT 6A, BLOCK H/1501, PICADILLY SQUARE ADDITION  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Exhibit A - Tract 2

BEING a 3,267 square foot tract of land situated in the William Grisby Survey, Abstract No. 501, and being a variable width Water Easement situated in Lot 6A, Block H/1501 as originally dedicated in the Final Plat of Picadilly Square Addition, an Addition to the City of Dallas, Texas, according to the Plat thereof recorded in Volume 83133, Page 4201, Deed Records of Dallas County, Texas (D.R.D.C.T.), also being all on the same tract of land conveyed to DP Apartments, LP, according to the Special Warranty Deed recorded in Instrument No. 20070383013, D.R.D.C.T., said tract being more particularly described by metes and bounds as follows:

COMMENCING at the most northerly corner of said Lot 6A, Block H/1501, same being in the southeasterly right-of-way line of Wycliff Avenue (64.00 R.O.W., at this point);

THENCE South 45°00'00" West, along the common line of said Lots 6A and the southeasterly right-of-way line of said Wycliff Avenue, a distance of 32.83 feet to the POINT OF BEGINNING;

THENCE South 46°53'39" East, leaving said common line, a distance of 190.10 feet to a corner of said variable width Water Easement;

THENCE South 45°00'00" West, a distance of 72.25 feet to a corner of said variable width Water Easement;

THENCE South 45°00'00" East, a distance of 15.00 feet to a corner of said variable width Water Easement;

THENCE South 45°00'00" West, a distance of 10.00 feet to a corner of said variable width Water Easement;

THENCE North 45°00'00" West, a distance of 25.00 feet to a corner of said variable width Water Easement;

THENCE North 45°00'00" East, a distance of 71.91 feet to a corner of said variable width Water Easement;

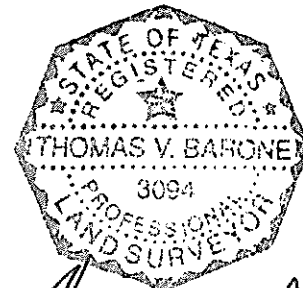
THENCE North 46°53'39" West, a distance of 165.09 feet to a corner of said variable width Water Easement;

THENCE South 45°00'00" West, a distance of 33.25 feet to a corner of said variable width Water Easement;

THENCE North 45°00'00" West, a distance of 15.00 feet to a corner of said variable width Water Easement, said corner being in the southwest right-of-way line of aforementioned Wycliff Avenue;

THENCE North 45°00'00" East, a distance of 42.75 feet to the POINT OF BEGINNING and containing 3,267 square feet or 0.075 acres of land, more or less.

Bearings based on the southeasterly right-of-way line of Wycliff Avenue, as shown on the plat of Picadilly Square Addition, an addition to the City of Dallas, as recorded in Volume 83133, Page 4201, D.R.D.C.T., said bearing being N45°00'00"E.



*Thomas V. Barone*  
03/28/08

(For SPRG use only)

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

SPRG NO.: \_\_\_\_\_

**BROCKETTE · DAVIS · DRAKE, Inc.**  
**consulting engineers**

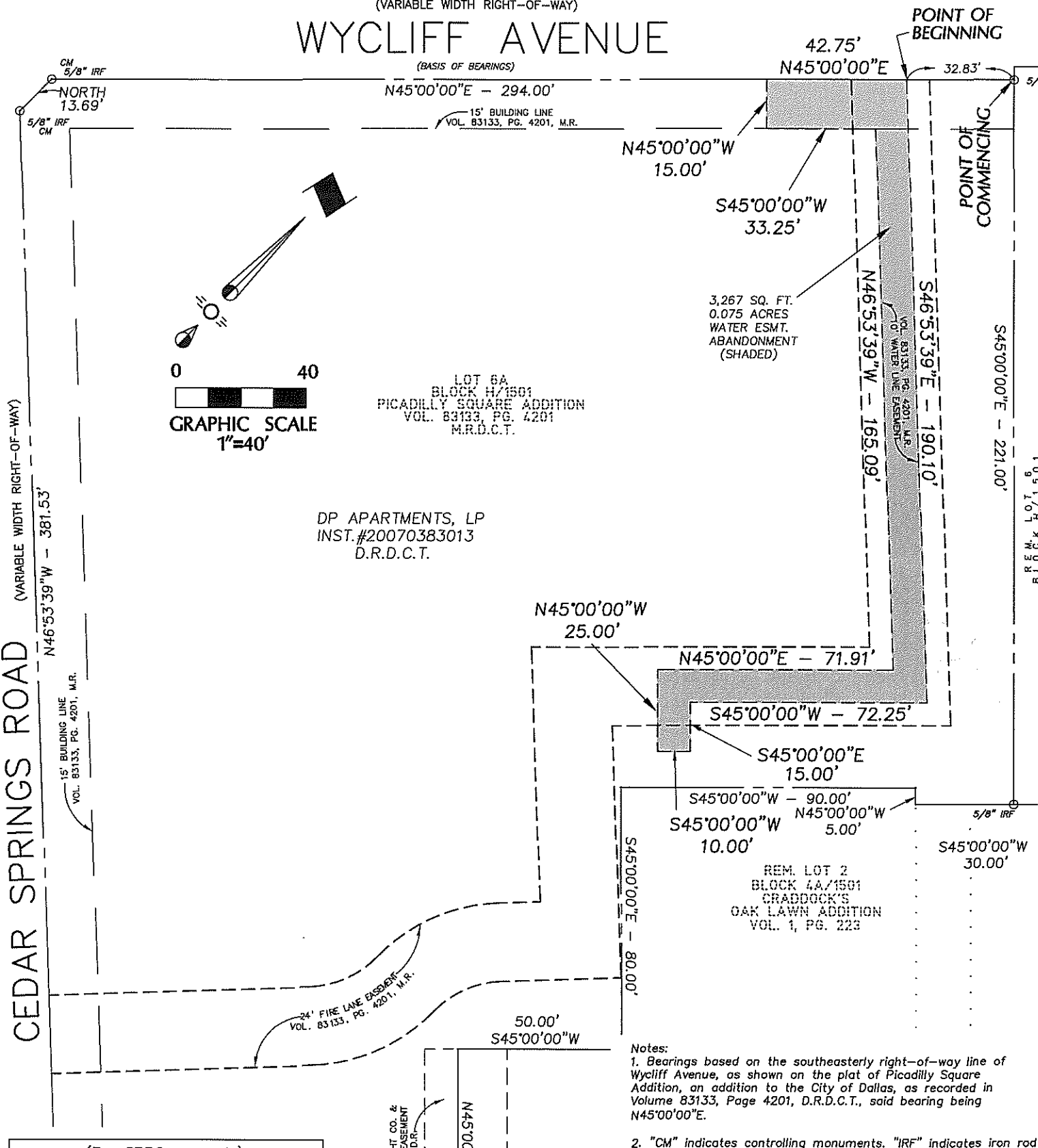
Civil & Structural Engineering · Surveying  
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204  
(214) 824-3647, fax (214) 824-7064

# ABANDONMENT OF WATER EASEMENT LOT 6A, BLOCK H/1501, PICADILLY SQUARE ADDITION CITY OF DALLAS, DALLAS COUNTY, TEXAS

(VARIABLE WIDTH RIGHT-OF-WAY)

## WYCLIFF AVENUE

REVIEWED BY: *Scott Host*



(For SPRG use only)

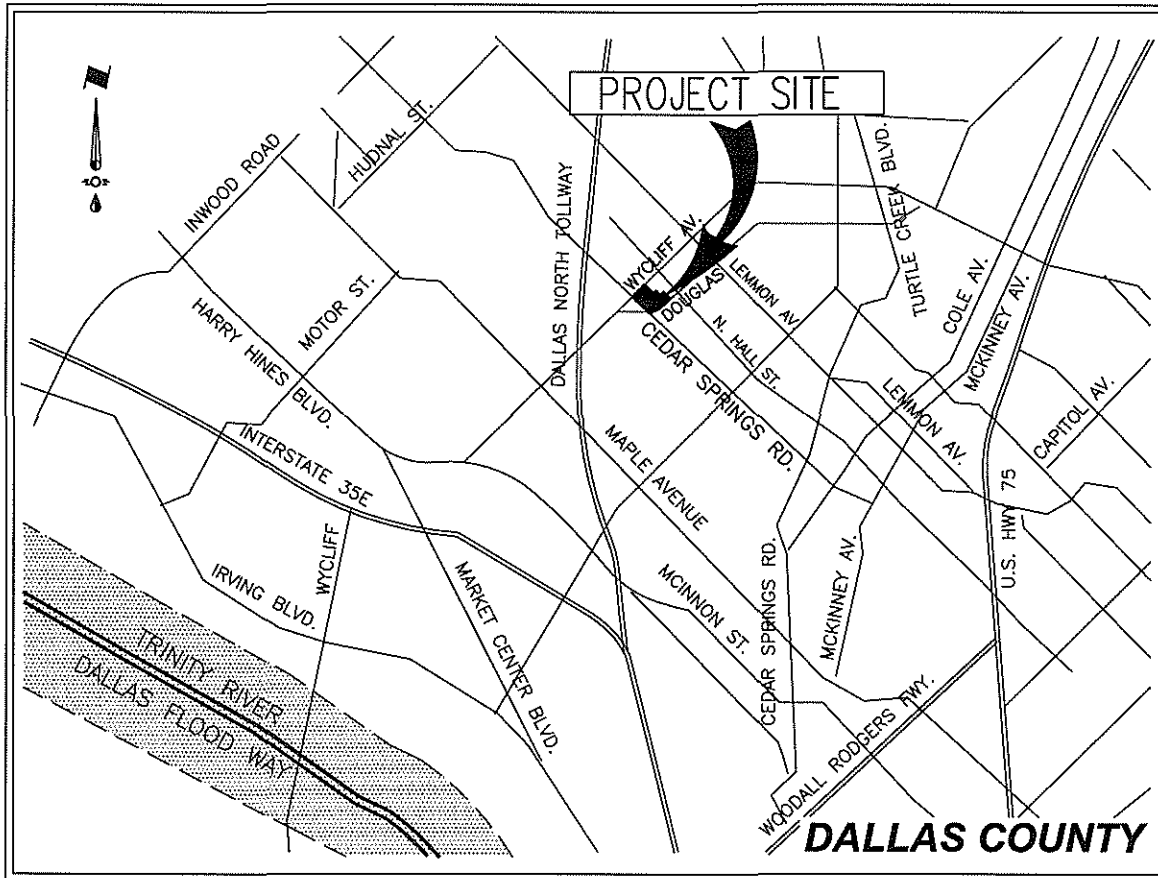
Reviewed by: \_\_\_\_\_  
Date: \_\_\_\_\_  
SPRG NO.: \_\_\_\_\_

**BROCKETTE · DAVIS · DRAKE, inc.**  
**consulting engineers**

Civil & Structural Engineering · Surveying  
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204  
(214) 824-3647, fax (214) 824-7064

C07207

ABANDONMENT OF WATER EASEMENT  
 LOT 6A, BLOCK H/1501, PICADILLY SQUARE ADDITION  
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



(NOT TO SCALE)

Mapsc0 Page 36-X

REVIEWED BY: *[Signature]*

(For SPRG use only)

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

SPRG NO.: \_\_\_\_\_

**BROCKETTE · DAVIS · DRAKE , inc.**  
 consulting engineers

Civil & Structural Engineering · Surveying  
 4144 North Central Expressway, Suite 1100 Dallas, Texas 75204  
 (214) 824-3847, fax (214) 824-7064

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Environmental & Health Services

**CMO:** David O. Brown, 670-3390

**MAPSCO:** N/A

---

**SUBJECT**

Authorize **(1)** the acceptance of a Shelter Plus Care Grant from the U.S. Department of Housing and Urban Development in the amount of \$86,160 to provide sponsor-based rental assistance for permanent housing for homeless veterans with disabilities for the period October 1, 2008 through September 30, 2009; **(2)** a contract with Operation Relief Center, Inc. to provide sponsor-based rental assistance; and **(3)** execution of the grant agreement - Not to exceed \$86,160 - Financing: U.S. Department of Housing and Urban Development Grant Funds

**BACKGROUND**

The City of Dallas was notified in February 2008 that \$86,160 in 2007 Shelter Plus Care Program renewal funding (Grant No. TX01C700034) was approved.

The City of Dallas Environmental and Health Services Department will continue using the funds to provide sponsor-based rental assistance to homeless veterans with disabilities.

Under the grant agreement, the program will provide full or partial rental payments for 10 veterans. Rental payments will be made at the Fair Market Rent (FMR) rate. Clients with income are required to pay 30% of their adjusted income for rent.

The Shelter Plus Care program requires that social or rehabilitative services be provided to all persons for whom rental payments are made. These services are provided by community agencies and the Veterans Administration.

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

Authorized the acceptance of grant funds to provide sponsor-based rental assistance for homeless veterans with disabilities on June 13, 2007, by Resolution No. 07-1746.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)** (Continued)

Authorized the acceptance of grant funds to provide sponsor-based rental assistance for homeless veterans with disabilities on June 14, 2006, by Resolution No. 06-1589.

Authorized the acceptance of grant funds to provide sponsor-based rental assistance for homeless veterans with disabilities on September 28, 2005, by Resolution No. 05-2858.

Authorized the acceptance of grant funds to provide sponsor-based rental assistance for homeless veterans with disabilities on October 11, 2000, by Resolution No. 00-3088.

**FISCAL INFORMATION**

\$86,160 - U.S. Department of Housing and Urban Development Grant Funds

April 23, 2008

**WHEREAS**, there is a need to assist homeless veterans by providing sponsor-based rental assistance, in conjunction with support services; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) provides Shelter Plus Care Grant funds to assist veterans with sponsor-based rental assistance; and

**WHEREAS**, HUD approved the City of Dallas' renewal application for Shelter Plus Care funds totaling \$86,160;

**NOW, THEREFORE;**

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to **(1)** accept a Shelter Plus Care Grant (Grant No. TX01C700034) from the U.S. Department of Housing and Urban Development in the amount of \$86,160 to provide sponsor-based rental assistance for permanent housing for homeless veterans with disabilities for the period October 1, 2008 through September 30, 2009; **(2)** a contract with Operation Relief Center, Inc. to provide sponsor-based rental assistance; and **(3)** execute any and all agreements and other documents required by this grant.

**Section 2.** That the City Manager is hereby authorized to execute a contract with Operation Relief Center, Inc. to provide sponsor-based rental assistance for homeless veterans with disabilities for the period of October 1, 2008 through September 30, 2009, in an amount not to exceed \$86,160.

**Section 3.** That the City Controller is hereby authorized to receive and deposit grant funds in Fund F196, Dept. EHS, Unit 0271, Revenue Source Code 6506, in an amount not to exceed \$86,160.

**Section 4.** That the City Manager is hereby authorized to establish appropriations in Fund F196, Dept. EHS, Unit 0271, Object Code 3330, in an amount not to exceed \$86,160.

**Section 5.** That the City Controller is hereby authorized to disburse grant funds from Fund F196, Dept. EHS, Unit 0271, Object Code 3330, in an amount not to exceed \$86,160.

**Section 6.** That the City Manager is hereby authorized to reimburse to HUD any expenditures identified as ineligible.

April 23, 2008

**Section 7.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**DISTRIBUTION:** Environmental and Health Services  
City Attorney's Office  
Office of Financial Services, 4FN



**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Environmental & Health Services

**CMO:** David O. Brown, 670-3390

**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the acceptance of a Shelter Plus Care Grant from the U.S. Department of Housing and Urban Development to provide tenant based rental assistance for permanent housing and supportive services for homeless persons with disabilities for the period October 1, 2008 through September 30, 2009; and **(2)** execution of the grant agreement - Not to exceed \$879,960 - Financing: U.S. Department of Housing and Urban Development Grant Funds

**BACKGROUND**

Shelter Plus Care Grant Funds (Grant No. TX01C700033) are used to provide rental assistance to hard-to-serve homeless persons with disabilities and their families. This includes homeless persons who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have AIDS and related diseases.

Under the grant agreement, the program will provide full or partial rental payments for 100 clients. Clients will select the site in which they choose to reside based on their individual needs. Rental payments will be made at the Fair Market Rent (FMR) rate. (Clients with income are required to pay 30% of their adjusted income for rent).

The Shelter Plus Care program requires that social or rehabilitative services be provided to all persons for whom rental payments are made. These services are provided by community agencies, through non-financial agreements with the City, and direct service delivery by city caseworkers. These services include case management, drug treatment, medication, psychiatric counseling, legal aid, employment, and training classes.

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

Authorized the acceptance of grant funds to provide rental assistance for homeless persons with disabilities on June 13, 2007, by Resolution No. 07-1747.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)** (Continued)

Authorized the acceptance of grant funds to provide rental assistance for homeless persons with disabilities on June 14, 2006, by Resolution No. 06-1590.

Authorized the acceptance of grant funds to provide rental assistance for homeless persons with disabilities on June 22, 2005, by Resolution No. 05-1944.

Authorized the acceptance of grant funds to provide rental assistance for homeless persons with disabilities on August 25, 2004, by Resolution No. 04-2484.

Authorized the acceptance of grant funds to provide rental assistance for homeless persons with disabilities on October 11, 2000, by Resolution No. 00-3088.

**FISCAL INFORMATION**

\$879,960 - U.S. Department of Housing and Urban Development Grant Funds

April 23, 2008

**WHEREAS**, there is a need to assist homeless persons by providing rental assistance, in conjunction with support services; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) provides Shelter Plus Care Grant funds to assist the homeless with rental assistance; and

**WHEREAS**, HUD approved the City of Dallas' renewal application for Shelter Plus Care funds totaling \$879,960;

**NOW THEREFORE,**

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to **(1)** accept a Shelter Plus Care Grant (Grant No. TX01C700033) from the U.S. Department of Housing and Urban Development to provide tenant based rental assistance for permanent housing and supportive services to homeless persons with disabilities for the period October 1, 2008 through September 30, 2009; and **(2)** execute any and all agreements and other documents required by this grant.

**Section 2.** That the City Controller is hereby authorized to receive and deposit grant funds in Fund F203, Dept. EHS, Unit 0786, Revenue Source 6506, in an amount not to exceed \$879,960.

**Section 3.** That the City Manager is hereby authorized to establish appropriations in Fund F203, Dept. EHS, Unit 0786, Object Code 3330, in an amount not to exceed \$879,960.

**Section 4.** That the City Controller is hereby authorized to disburse grant funds from Fund F203, Dept. EHS, Unit 0786, Object Code 3330, in an amount not to exceed \$879,960.

**Section 5.** That the City Manager is hereby authorized to reimburse to HUD any expenditure identified as ineligible.

**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.

**DISTRIBUTION:** Environmental and Health Services  
City Attorney's Office  
Office of Financial Services, 4FN



**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Environmental & Health Services

**CMO:** David O. Brown, 670-3390

**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the acceptance of a Shelter Plus Care Grant from the U.S. Department of Housing and Urban Development to provide tenant based rental assistance for permanent housing for homeless persons with disabilities for the period May 1, 2008 through April 30, 2009; and **(2)** execution of the grant agreement - Not to exceed \$458,760 - Financing: U.S. Department of Housing and Urban Development Grant Funds

**BACKGROUND**

The City of Dallas Environmental and Health Services Department will continue using Shelter Plus Care Grant Funds (Contract No. TX01C700032) to provide rental assistance to hard-to-serve homeless persons with disabilities and their families. This includes homeless persons who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have AIDS and related diseases.

Under the grant agreement, the program will provide full or partial rental payments for 50 households. Clients will select the site in which they choose to reside based on their individual needs. Rental payments will be made at the Fair Market Rent (FMR) rate. Clients with income are required to pay 30% of their adjusted income for rent.

The Shelter Plus Care program requires that social or rehabilitative services be provided to all persons for whom rental payments are made. These services are provided by community agencies, through non-financial agreements with the City, and city caseworkers. These services include case management, drug treatment, medication, psychiatric counseling, legal aid, employment, and training classes.

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

Authorized the acceptance of grant funds to provide tenant based rental assistance for homeless persons with disabilities on April 25, 2007, by Resolution No. 07-1339.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)** (Continued)

Authorized the acceptance of grant funds to provide tenant based rental assistance for homeless persons with disabilities on April 12, 2006, by Resolution No. 06-1090.

Authorized the acceptance of grant funds to provide tenant based rental assistance for homeless persons with disabilities on April 27, 2005, by Resolution No. 05-1337.

Authorized the acceptance of grant funds to provide tenant based rental assistance for homeless persons with disabilities on April 14, 2004, by Resolution No. 04-1193.

Authorized the acceptance of grant funds to provide tenant based rental assistance for homeless persons with disabilities on April 9, 2003, by Resolution No. 03-1201.

**FISCAL INFORMATION**

\$458,760 - U.S. Department of Housing and Urban Development Grant Funds

April 23, 2008

**WHEREAS**, there is a need to assist homeless persons by providing rental assistance, in conjunction with support services; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) provides Shelter Plus Care Grant funds to assist the homeless with rental assistance; and

**WHEREAS**, HUD approved the City of Dallas' renewal application for Shelter Plus Care funds totaling \$458,760;

**NOW, THEREFORE;**

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to **(1)** accept a Shelter Plus Care Grant (Grant No. TX01C700032) from the U.S. Department of Housing and Urban Development in the amount of \$458,760 to provide tenant based rental assistance for permanent housing for homeless persons with disabilities for the period May 1, 2008 through April 30, 2009; and **(2)** execute any and all agreements and other documents required by this grant.

**Section 2.** That the City Controller is hereby authorized to receive and deposit grant funds in Fund F199, Department EHS, Unit 0495, Revenue Source 6506 in an amount not to exceed \$458,760.

**Section 3.** That the City Manager is hereby authorized to establish appropriations in Fund F199, Department EHS, Unit 0495, Object Code 3330, in the amount of \$449,010 and Object Code 2140 in the amount of \$9,750.

**Section 4.** That the City Controller is hereby authorized to disburse grant funds from Fund F199, Department EHS, Unit 0495, Object Code 3330, in the amount of \$449,010 and Object Code 2140 in the amount of \$9,750.

**Section 5.** That the City Manager is hereby authorized to reimburse to HUD any expenditures identified as ineligible.

**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.

**DISTRIBUTION:** Environmental and Health Services  
City Attorney's Office  
Office of Financial Services, 4FN





**AGENDA ITEM # 29**

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 1

**DEPARTMENT:** Environmental & Health Services

**CMO:** David O. Brown, 670-3390

**MAPSCO:** 45W

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**SUBJECT**

Authorize **(1)** the third twelve-month renewal option to the contract with the U.S. Department of Housing and Urban Development for the Shelter Plus Care Grant which provides rental assistance funds to be distributed by the Dallas Housing Authority for single room occupancy of homeless persons with HIV/AIDS at Hillcrest House located at 834 North Marsalis for the period May 12, 2008 through May 11, 2009; and **(2)** execution of the agreement - Total not to exceed \$371,712 - Financing: U.S. Department of Housing and Urban Development Grant Funds

**BACKGROUND**

In 1992, the City of Dallas as grantee and PWA Coalition of Dallas, Inc. dba AIDS Services of Dallas (ASD) as project sponsor applied for and were awarded a Shelter Plus Care grant in the amount of approximately \$2,626,560 for ten years (or \$262,656 per year) for rental assistance in connection with the moderate rehabilitation of Hillcrest House located at 834 N. Marsalis, Dallas, Texas.

Hillcrest House is a four-story residential facility with 64 single room occupancy housing units serving homeless persons with HIV/AIDS. Since ASD, as a non-profit agency, was not an eligible grantee under the Shelter Plus Care program, the City of Dallas partnered with the agency on the Shelter Plus Care/SRO grant award to support Hillcrest House.

Accordingly, the City of Dallas and the U.S. Department of Housing and Urban Development (HUD) entered into a Shelter Plus Care Agreement dated May 12, 1995 for rental assistance for the Hillcrest House facility. The original term of the Shelter Plus Care/SRO grant was for ten years through May 15, 2005.

## **BACKGROUND** (Continued)

In contrast to the other Shelter Plus Care grants received by the City of Dallas, which are tenant based rental assistance programs where funds are received and administered directly by the City of Dallas, Shelter Plus Care/SRO rental assistance is required by law to be administered through a public housing authority. Here the rental assistance is administered by Dallas Housing Authority. The City of Dallas does not expend or receive any funds under this grant. All funds are disbursed by HUD to Dallas Housing Authority who administers the rental assistance to ASD.

At the end of the original ten-year term, funds were left unspent under the grant, and HUD agreed to extend the term under an agreement dated May 11, 2005 (revised June 9, 2005). Since the original term and extension have expired, the Shelter Plus Care/SRO grant for Hillcrest House is now subject to renewal for a one-year term through the competition under HUD's Notice of Funding Availability (SuperNOFA) for Continuum of Care Homeless Assistance Programs.

In the 2005 SuperNOFA, HUD renewed the grant for \$341,760 for a one-year term beginning May 16, 2006. In the 2006 SuperNOFA, HUD renewed the grant a second time for \$340,224 for a one-year term beginning May 12, 2007. In the 2007 SuperNOFA, HUD awarded this third renewal of the grant for \$371,712 for another year beginning May 12, 2008.

Recipients of Shelter Plus Care/SRO grants funds are required to match the aggregate amount of rental assistance with supportive services. ASD provides the match through its other grant sources providing supportive services at Hillcrest House.

ASD received a HUD Best Practices 2000 Award for Hillcrest House and a Metropolitan Life Foundation Award for Excellence in Affordable Housing (presented by The Enterprise Foundation) for Hillcrest House in 2000.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Ratified a one-year extension and the first twelve-month renewal option of the Shelter Plus Care Grant for Hillcrest House on May 23, 2007, by Resolution No. 07-1516.

Authorized the second twelve-month renewal option of a Shelter Plus Care Grant to provide rental assistance funds to be distributed by Dallas Housing Authority for single room occupancy for homeless persons living with HIV/AIDS at Hillcrest House located at 834 N. Marsalis on May 23, 2007, by Resolution No. 07-1516.

Authorized acceptance of a Shelter Plus Care Grant to provide rental assistance to be distributed by Dallas Housing Authority for ten years of single room occupancy for homeless persons living with HIV/AIDS at Hillcrest House located at 834 N. Marsalis on December 14, 1994, by Resolution No. 94-4370.

**PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)** (Continued)

Briefed the City Council on HOME, HOPE and Shelter Plus Care programs on March 16, 1992.

**FISCAL INFORMATION**

\$371, 712 - U. S. Department of Housing and Urban Development Grant Funds



April 23, 2008

**WHEREAS**, there is a need to assist the homeless population with HIV/AIDS by providing rental assistance in conjunction with supportive services; and

**WHEREAS**, the U.S. Department of Housing and Urban Development awarded Shelter Plus Care Grant funds to provide rental assistance for homeless persons living with HIV/AIDS at Hillcrest House located at 834 N. Marsalis, and has renewed such Shelter Plus Care Grant funds for \$371,712 for an additional year;

**NOW, THEREFORE;**

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to **(1)** exercise the third twelve-month renewal option to the contract with the U.S. Department of Housing and Urban Development for the Shelter Plus Care Grant No. TX01C700031, which provides rental assistance funds to be distributed by the Dallas Housing Authority for single room occupancy of homeless persons with HIV/AIDS at Hillcrest House located at 834 N. Marsalis for the period May 12, 2008 through May 11, 2009; and **(2)** execute the agreement, in an amount not to exceed \$371,712.

**Section 2.** That the proceeds from the Shelter Plus Care Grant shall be distributed directly from the U.S. Department of Housing and Urban Development to the Dallas Housing Authority.

**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.

**DISTRIBUTION:** Environmental and Health Services  
City Attorney's Office  
Office of Financial Services, 4FN



**AGENDA ITEM # 30**

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Equipment & Building Services

**CMO:** David O. Brown, 670-3390

**MAPSCO:** 45Q

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**SUBJECT**

Authorize a contract for improvements at Dallas City Hall located at 1500 Marilla Street including renovation at L1-Green entrance, installation of audio/visual monitor in the main lobby, and construction of gates at each end of Marilla Street - Mart, Inc., lowest responsible bidder of three - \$373,444 - Financing: Current Funds

**BACKGROUND**

Dallas City Hall was constructed in March 1978. Several improvements are required to update this public building to better serve the citizens of Dallas. Gates are to be installed on City Hall Plaza at both ends of Marilla Street. A LCD video information monitor is to be installed in the lobby to inform visitors of news and events in the City and City Hall. The L1 Green entry from the parking garage will be upgraded as the official building entry from the garage for visitors and City officials. Scope includes a security information office, LCD information monitor, and upgraded lighting.

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

Authorized a professional service contract on September 26, 2007, by Resolution #07-2828.

**ESTIMATED SCHEDULE OF PROJECT**

Began Design	September 2007
Completed Design	May 2008
Begin Construction	May 2008
Complete Construction	November 2008

**FISCAL INFORMATION**

Current Funds - \$373,444

## **M/WBE INFORMATION**

See Attached.

## **ETHNIC COMPOSITION**

Mart, Inc.

Hispanic Female	1	Hispanic Male	4
African American Female	1	African American Male	0
Other Female	0	Other Male	0
White Female	5	White Male	15

## **BID INFORMATION**

Five vendors were contacted by telephone and the following bids were received and opened on March 20, 2008:

\*Denotes successful bidder

<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>	<b><u>ALTERNATE NOS. 1, 2 &amp; 3**</u></b>	<b><u>TOTAL BID</u></b>
Mart, Inc. 1503 Perry Road Irving, TX 75060	\$326,814	\$46,630	\$373,444
Stillwell Building Systems, Inc.	\$378,000	\$71,750	\$449,750
Reeves Construction Services, Inc.	\$560,500	\$86,150	\$646,650

\*\*Alternate No. 1 New sidewalk at the L1 entrance.

\*\*Alternate No. 2 Metal panels instead of cement plaster.

\*\*Alternate No. 3 Paint finish instead of concrete finish on gates.

## **OWNER**

**Mart, Inc.**

Vernon Proctor, President

## **MAP**

See attached.



## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a contract for improvements at Dallas City Hall located at 1500 Marilla Street including renovation at L1-Green entrance, installation of audio/visual monitor in the main lobby, and construction of gates at each end of Marilla Street - Mart, Inc., lowest responsible bidder of three - \$373,444 - Financing: Current Funds

Mart, Inc., is a local, non-minority firm, has signed the "Good Faith Effort" documentation and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$373,444.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$373,444.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

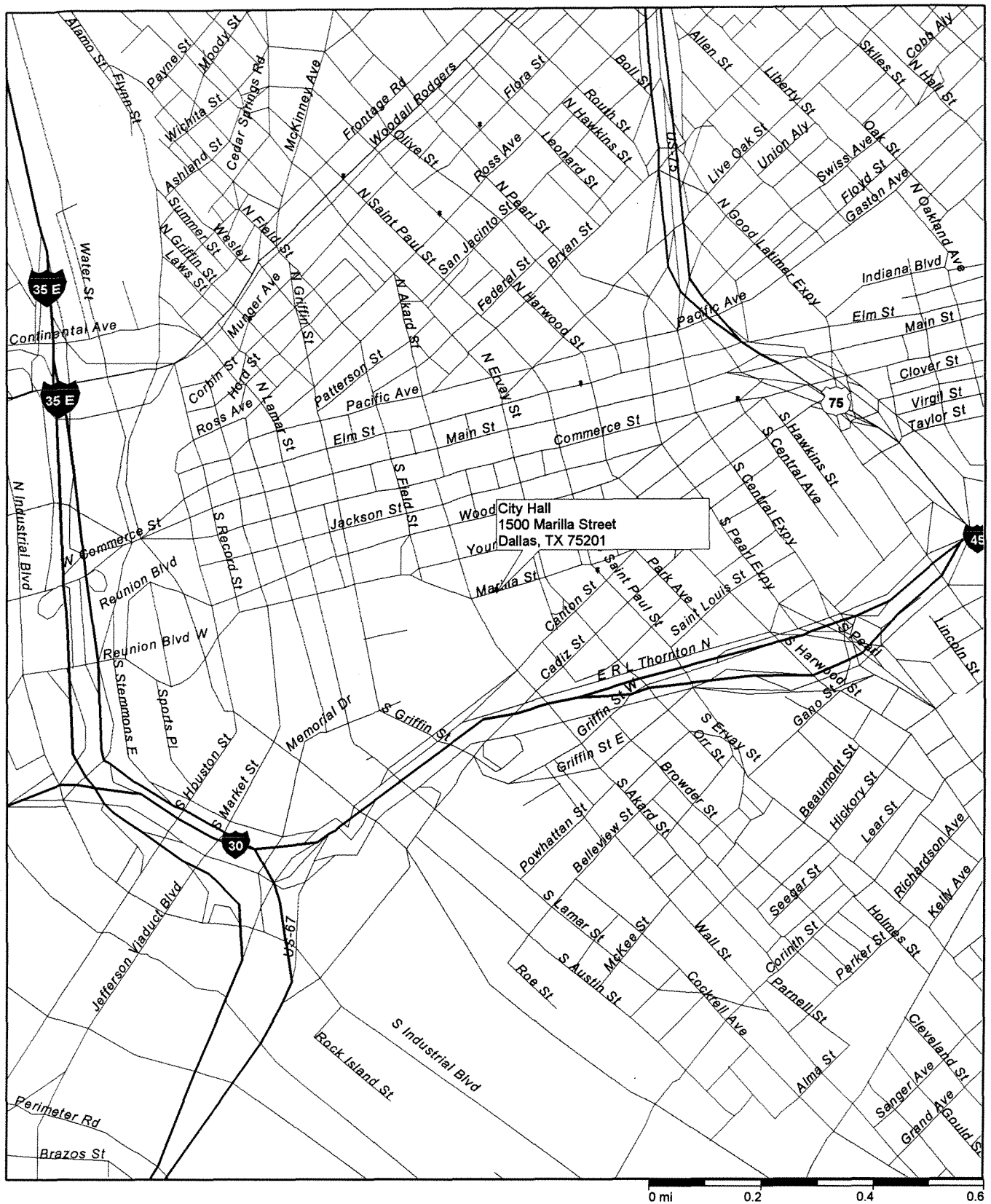
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Alford's Construction	BMMB34116N0608	\$127,832.00	34.23%
<b>Total Minority - Local</b>		<b>\$127,832.00</b>	<b>34.23%</b>

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$127,832.00	34.23%	\$127,832.00	34.23%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$127,832.00</b>	<b>34.23%</b>	<b>\$127,832.00</b>	<b>34.23%</b>



**City Hall Renovations  
1500 Marilla Street**

April 23, 2008

**WHEREAS**, three bids were received and opened on March 20, 2008 for City Hall renovations at 1500 Marilla as follows:

<b><u>BIDDER</u></b>	<b><u>BASE BID</u></b>	<b><u>ALTERNATE NOS. 1, 2 &amp; 3**</u></b>	<b><u>TOTAL BID</u></b>
*Mart, Inc.	\$326,814	\$46,630	\$373,444
Stillwell Building Systems, Inc.	\$378,000	\$71,750	\$449,750
Reeves Construction Services, Inc.	\$560,500	\$86,150	\$646,650

**WHEREAS**, it has been determined that acceptance of the low bid and alternates 1, 2, and 3 from Mart, Inc., in the amount of \$373,444 is the most advantageous to the City of Dallas.

**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 a contract with Mart, Inc., for renovation repairs at City Hall in the amount of \$373,444, after it has been approved as to form by the City Attorney.

**Section 2.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Current Funds  
Fund 0001 Dept. EBS, Unit 3064,  
Obj. 3210, Encumbrance #EOY2007EBS01  
Vendor# VS0000016753 in an amount not to exceed \$ 373,444

**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.

Distribution: Equipment and Building Services (Sheila Singleton) 6BN  
Office of Financial Services, 4FN  
City Attorney



## **AGENDA ITEM # 31**

**KEY FOCUS AREA:** Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Equipment & Building Services

**CMO:** David O. Brown, 670-3390

**MAPSCO:** 46Q

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### **SUBJECT**

Authorize a contract for elevator repairs at the Fair Park Music Hall located at 909 First Avenue - EMR Elevator, Inc., lowest responsible bidder of three - \$111,127 - Financing: Capital Construction Funds (\$29,305) and the Majestic Theater Gift and Trust Funds (\$81,822)

### **BACKGROUND**

This action will provide for modernization of the passenger elevator and repairs to the kitchen service elevator required to comply with the State of Texas Elevator Code. The passenger elevator will receive mandatory fire service upgrades, new controls, hydraulic pump replacement, and elevator cab improvements. The service elevator will receive various repairs and code required improvements. These actions are essential to continued annual elevator certification by the State.

Equipment installation is scheduled to take place during a period of minimal activity during August and September of this year to avoid interfering with Music Hall events.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARD, COMMISSIONS)**

This item has no prior action.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Construction	April 2008
Complete Construction	September 2008

### **FISCAL INFORMATION**

Capital Construction Funds - \$29,305  
Majestic Theater Gift and Trust Funds - \$81,822

## **BID INFORMATION**

This project was advertised in the Dallas Morning news on February 6<sup>th</sup>, and 13<sup>th</sup>, 2008. Seven vendors were contacted by telephone and four vendors attended the pre-bid conference, and the following bids were received and opened on February 28, 2008:

\*Denotes successful bidder

### **BIDDER**

### **BID AMOUNT**

*EMR Elevator, Inc. 2805 W. Arkansas, Suite 100 Arlington, TX 76016	\$111,127
A&F Elevator Company	\$131,895
Superior Elevator Services	\$133,051

## **ETHNIC COMPOSITION**

### **EMR Elevator, Inc.**

Hispanic Female	2	Hispanic Male	4
African American Female	0	African American Male	1
Other Female	0	Other Male	1
White Female	5	White Male	29

## **OWNER**

### **EMR Elevator, Inc.**

Hope Evans, President

## **MAP**

See attached.

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a contract for elevator repairs at the Fair Park Music Hall located at 909 First Avenue - EMR Elevator, Inc., lowest responsible bidder of three - \$111,127  
 - Financing: Capital Construction Funds (\$29,305) and the Majestic Theater Gift and Trust Funds (\$81,822)

EMR Elevator, Inc., is a non-local, minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$3,127.00	2.81%
Total non-local contracts	\$108,000.00	97.19%
<b>TOTAL CONTRACT</b>	<b>\$111,127.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

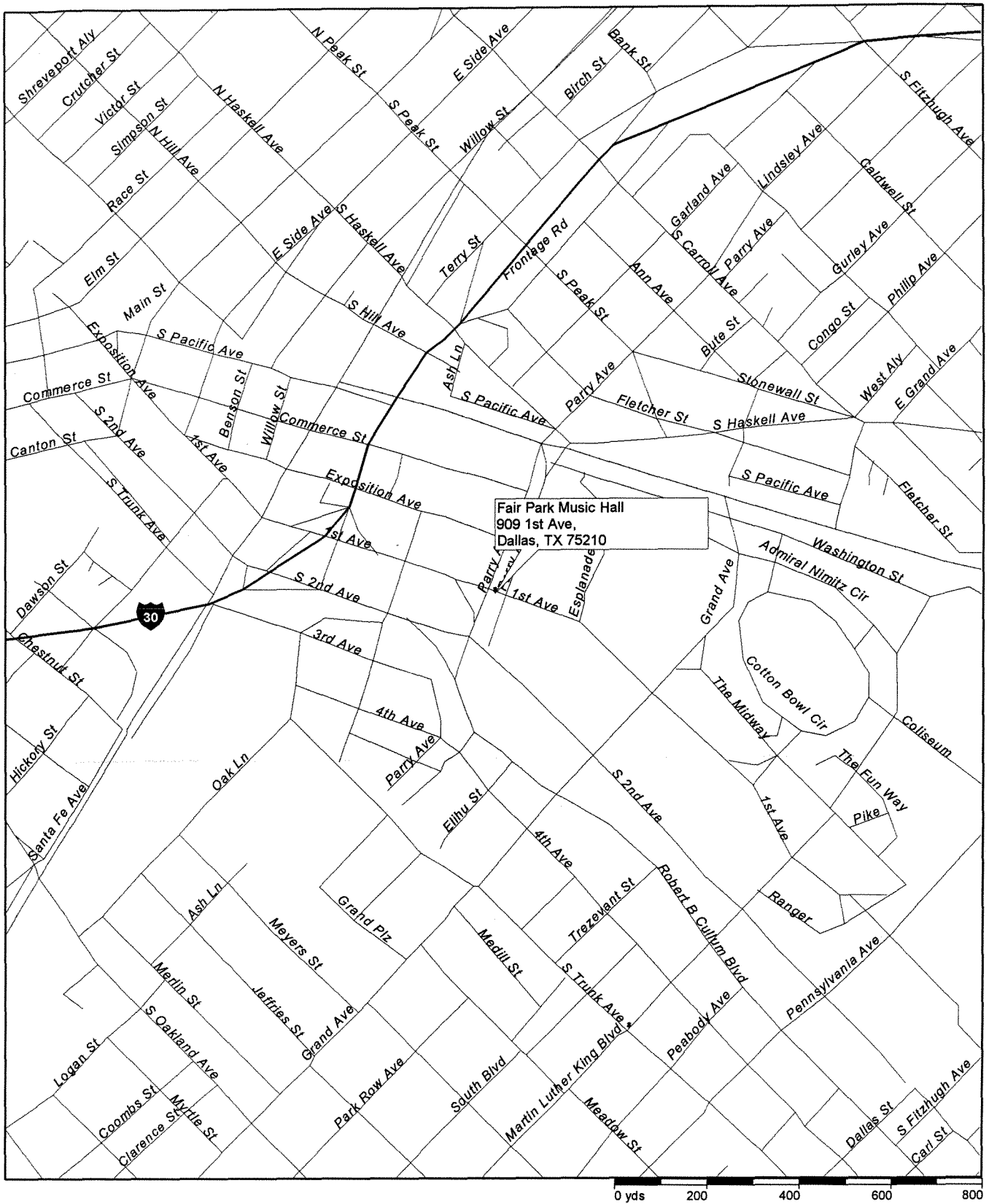
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Jet Electrical Contractors, LLC	WFDB3687240309	\$3,127.00	100.00%
<b>Total Minority - Local</b>		<b>\$3,127.00</b>	<b>100.00%</b>

#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
EMR Elevator, Inc.	WFDB35687Y1108	\$108,000.00	100.00%
<b>Total Minority - Non-local</b>		<b>\$108,000.00</b>	<b>100.00%</b>

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$3,127.00	100.00%	\$111,127.00	100.00%
<b>Total</b>	<b>\$3,127.00</b>	<b>100.00%</b>	<b>\$111,127.00</b>	<b>100.00%</b>



Fair Park Music Hall  
909 1st Avenue





April 23, 2008

**WHEREAS**, three bids were received and opened on February 28, 2008 for the Fair Park Music Hall Elevator Repairs at 909 First Avenue as follows:

<b><u>BIDDERS</u></b>	<b><u>BID AMOUNT</u></b>
EMR Elevator, Inc.	\$111,127
A&F Elevator Company	\$131,895
Superior Elevator Services	\$133,051

**WHEREAS**, it has been determined that acceptance of the low bid from EMR Elevator, Inc., in the amount of \$111,127 is most advantageous to the City of Dallas.

**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 a contract with EMR Elevator, Inc., for elevator repairs at the Fair Park Music Hall in the amount of \$111,127, after it has been approved as to form by the City Attorney.

**Section 2.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Capital Construction Fund Fund 0671, Dept. BMS, Unit P159, Act. MMCF Obj. 3210 Job#05DC037, CT#EBS08P159CT17 Vendor# 506814 in an amount not to exceed	\$ 29,305
Majestic Theater Gift & Trust Fund Fund 0338, Dept. OCA, Unit 9371, Act. CULF Obj. 3210, Job#05DC037, CT#EBS08P159CT17 Vendor# 506814 in an amount not to exceed	<u>\$ 81,822</u>
Total in an amount not to exceed	\$111,127

**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.

Distribution:     Equipment and Building Services (Sheila Singleton) 6BN  
                          Office of Financial Services, 4FN  
                          City Attorney

## **AGENDA ITEM # 32**

**KEY FOCUS AREA:** Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Equipment & Building Services

**CMO:** David O. Brown, 670-3390

**MAPSCO:** 46P

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### **SUBJECT**

Authorize a contract for replacement of the roof, water infiltration repairs and drainage grading at the African American Museum located at Fair Park, 3536 Grand Avenue - Castro Roofing of Texas, L.P., lowest responsible bidder of two - \$497,000 - Financing: 2006 Bond Funds

### **BACKGROUND**

The African American Museum has continued to experience water intrusion problems both above and below grade throughout its history. This action will provide for replacement of the roof, sealing below grade penetration, wet sealing windows, replacement of failed skylights and windows, cleaning exterior panels, adjusting and weather-stripping exterior doors, and site grading away from the building.

On August 22, 2007, City Council Resolution No. 07-2382 authorized a professional services contract with the Conley Group to design plans and specifications for roof replacement, water infiltration repairs and drainage grading at the African American Museum.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Authorized a professional service contract on August 22, 2007, by Resolution #07-2382.

### **ESTIMATED SCHEDULE OF PROJECT**

Began Design	August 2007
Completed Design	November 2007
Begin Construction	May 2008
Complete Construction	February 2009

### **FISCAL INFORMATION**

2006 Bond Funds - \$497,000

### **M/WBE INFORMATION**

See attached.

### **ETHNIC COMPOSITION**

#### **Castro Roofing of Texas, L.P.**

Hispanic Female	4	Hispanic Male	76
African American Female	0	African American Male	0
Other Female	0	Other Male	0
White Female	0	White Male	7

### **BID INFORMATION**

Eleven contractors attended the pre-bid conference and the following two bids were received and opened on February 28, 2008:

\*Denotes successful bidder

#### **BIDDER**

#### **BID AMOUNT**

*Castro Roofing of Texas, L.P. 4854 Olson Drive Dallas, TX 75227	\$497,000
American Restoration, Inc.	\$850,000

### **OWNER**

#### **Castro Roofing of Texas, L.P.**

Rudy Rodriquez, President

### **MAP**

See attached.

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a contract for replacement of the roof, water infiltration repairs and drainage grading at the African American Museum located at Fair Park, 3536 Grand Avenue - Castro Roofing of Texas, L.P., lowest responsible bidder of two - \$497,000 - Financing: 2006 Bond Funds

Castro Roofing of Texas, L.P., is a local, M/WBE minority firm, has signed the "Good Faith Effort" documentation and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$311,788.00	62.73%
Total non-local contracts	\$185,212.00	37.27%
<b>TOTAL CONTRACT</b>	<b>\$497,000.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

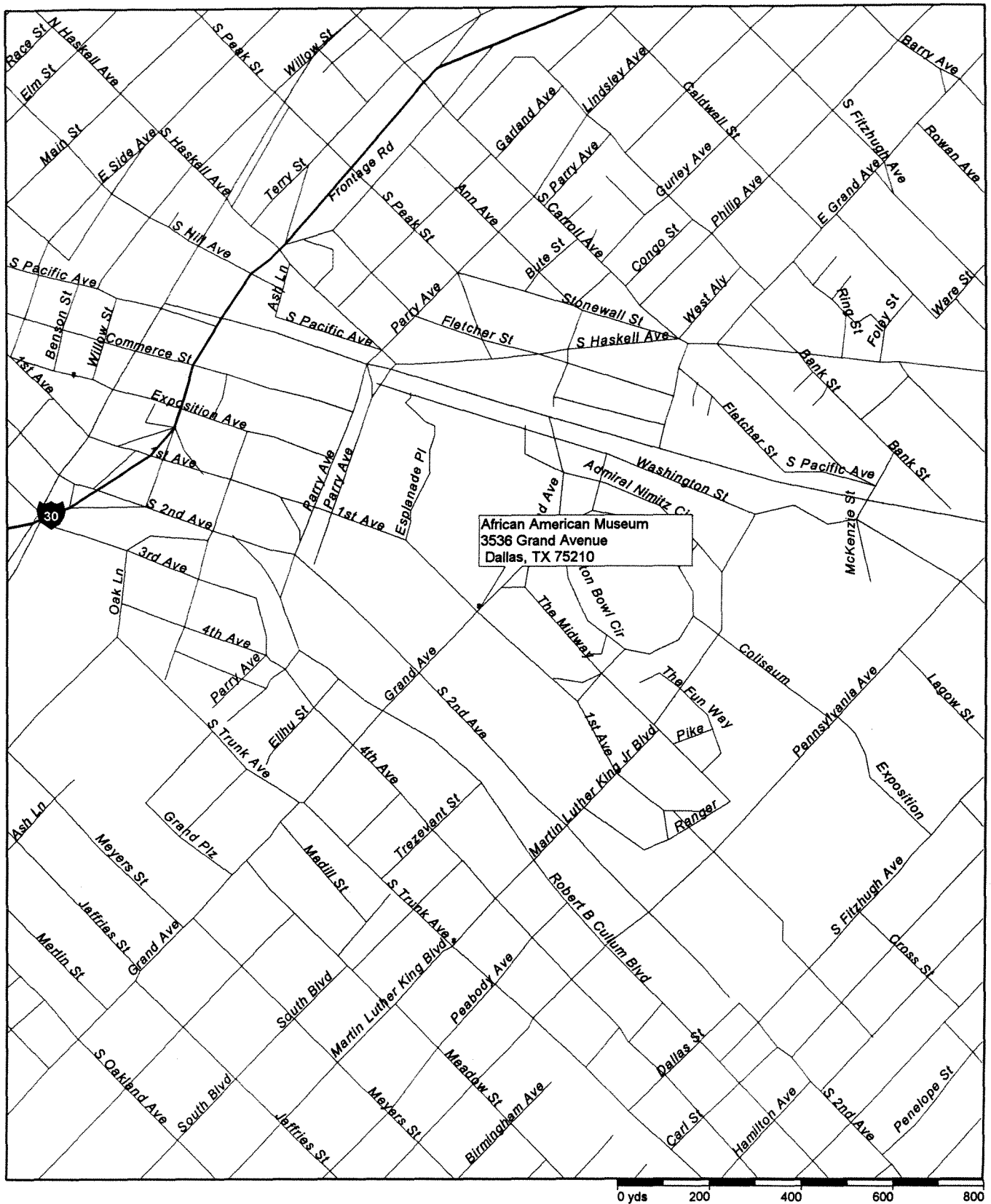
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Castro Roofing of Texas, L.P.	HMMB35836N108	\$289,388.00	92.82%
<b>Total Minority - Local</b>		<b>\$289,388.00</b>	<b>92.82%</b>

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$289,388.00	92.82%	\$289,388.00	58.23%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$289,388.00</b>	<b>92.82%</b>	<b>\$289,388.00</b>	<b>58.23%</b>



**African American Museum, Fair Park**  
 3536 Grand Avenue, Dallas, TX 75210

April 23, 2008

**WHEREAS**, eleven contractors were contacted and the following two bids received on February 29, 2008, for roof replacement, water infiltration repairs and drainage grading at the African American Museum facility located at 3536 Grand Avenue:

**BIDDER**

**BID AMOUNT**

*Castro Roofing of Texas, Inc.	\$497,000
American Restoration, Inc.	\$850,000

**WHEREAS**, it has been determined that acceptance of the base bid for a total of \$497,000 is most advantageous to the City of Dallas.

**Now, Therefore,**

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

**Section 1.** The City Manager is hereby authorized to entered into a contract with Casto Roofing of Texas, L.P., for roof replacement, water infiltration repairs and drainage grading at 3536 Grand Avenue in an amount not to exceed \$497,000.

**Section 2.** That the City Controller is authorized to disburse funds in accordance with the terms and provisions of the contract from:

2006 Bond Fund  
Fund 7T49, Department EBS, Unit T700, Activity MMCF  
Object 4599, Program #07DC0007, CT#EBS08T700CT16  
Vendor #246249 in the amount not to exceed \$497,000

**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.

Distribution:                      Equipment and Building Services (Sheila Singleton) 6BN  
   Office of Financial Services, 4FN  
   City Attorney





**AGENDA ITEM # 33**

**KEY FOCUS AREA:** Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Equipment & Building Services

**CMO:** David O. Brown, 670-3390

**MAPSCO:** 46P

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**SUBJECT**

Authorize a contract for heating, ventilation and air conditioning improvements at the African American Museum located at Fair Park, 3536 Grand Avenue - Decker Mechanical, Inc., lowest responsible bidder of three - \$788,751 - Financing: 2006 Bond Funds

**BACKGROUND**

The African American Museum has experienced temperature, humidity and air quality problems throughout its history. This action will provide for the replacement of the 150 ton chiller and 31 variable air volume boxes, removal and relocation of air handling unit coil assemblies, installation of a variable frequency drive fan at the main air handling unit, electrical wiring to provide power from existing power panels, addition of four humidification units and cleaning of existing air handling unit assemblies in the Museum and other locations in the building.

On September 12, 2007, City Council Resolution #07-2569 authorized a professional services contract with Campos Engineering, Inc. to design plans and specifications for heating, ventilation and air conditioning renovation and improvements at the African American Museum.

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

Authorized a professional services contract on September 12, 2007, by City Council Resolution #07-2569.

**FISCAL INFORMATION**

2006 Bond Funds - \$778,751

### **M/WBE INFORMATION**

See attached.

### **ETHNIC COMPOSITION**

#### **Decker Mechanical, Inc.**

Hispanic Female	0	Hispanic Male	49
African American Female	0	African American Male	3
Other Female	0	Other Male	0
White Female	7	White Male	68

### **BID INFORMATION**

Seven contractors attended the pre-bid conference and the following three bids were received and opened on February 28, 2008:

\*Denotes successful bidder

#### **BIDDER**

#### **BID AMOUNT**

*Decker Mechanical, Inc. 1002 KCK Way Cedar Hill, TX 75104	\$788,751
Powers MEP Engineering, Inc.	\$845,000
Gulf Energy Systems, Inc.	\$925,000

### **OWNER**

#### **Decker Mechanical, Inc.**

Wade Decker, President

### **MAP**

See attached.

## **GOOD FAITH EFFORT PLAN SUMMARY**

**PROJECT:** Authorize a contract for heating, ventilation and air conditioning improvements at the African American Museum located at Fair Park, 3536 Grand Avenue - Decker Mechanical, Inc., lowest responsible bidder of three - \$788,751 - Financing: 2006 Bond Funds

Decker Mechanical, Inc., is a local contractor, and has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$552,125.00	70.00%
Total non-local contracts	\$236,626.00	30.00%
<b>TOTAL CONTRACT</b>	<b>\$788,751.00</b>	<b>100.00%</b>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION**

#### **Local Contractors / Sub-Contractors**

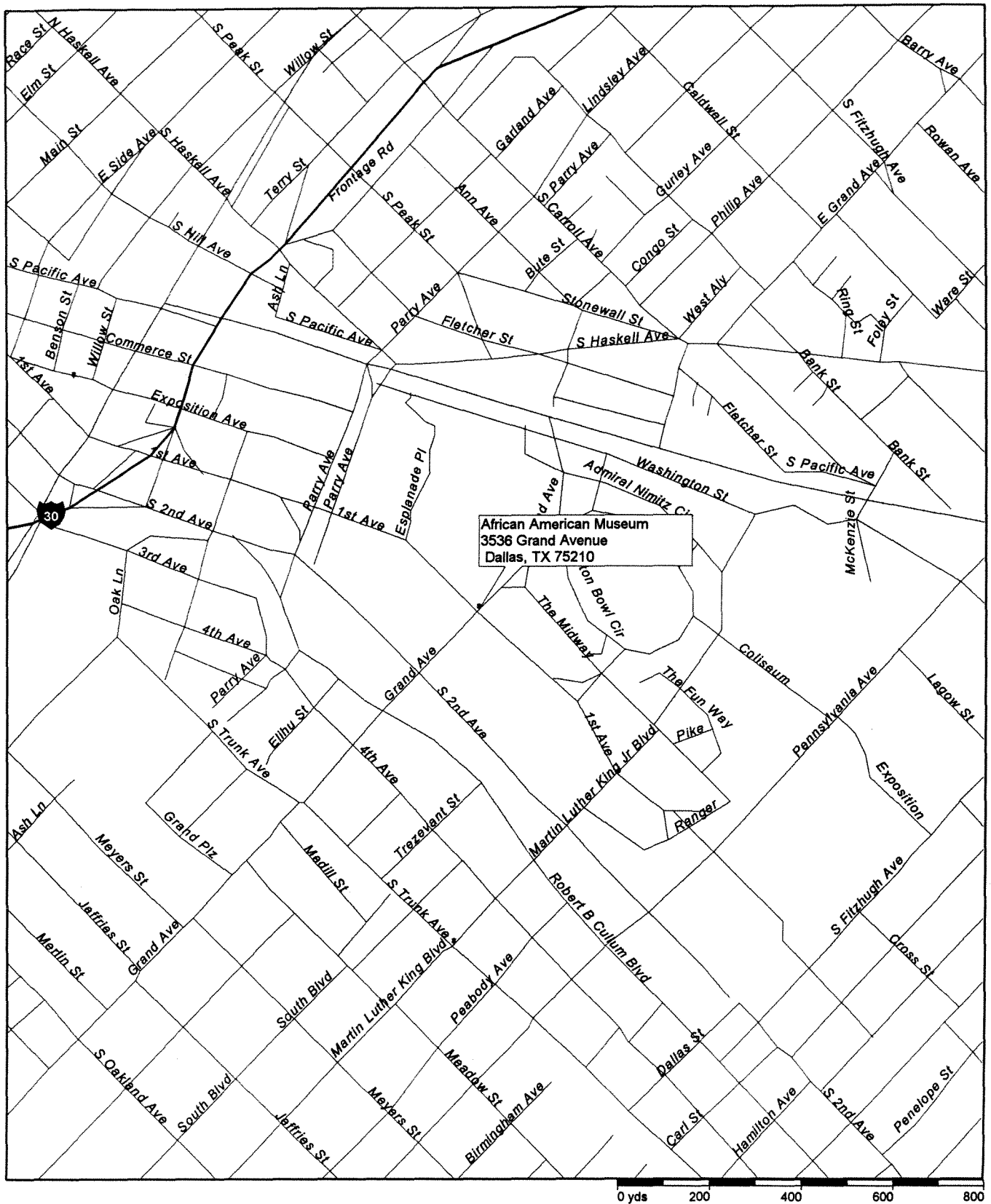
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Axiom Electric Corp.	WFWB35553Y1108	\$25,872.00	4.69%
Romar Supply	WFDB27219Y0506	\$9,000.00	1.63%
All Tex Pipe	WFWB34843N0908	\$9,000.00	1.63%
<b>Total Minority - Local</b>		<b>\$43,872.00</b>	<b>7.95%</b>

#### **Non-Local Contractors / Sub-Contractors**

None

### **TOTAL M/WBE CONTRACT PARTICIPATION**

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$43,872.00	7.95%	\$43,872.00	5.56%
<b>Total</b>	<b>\$43,872.00</b>	<b>7.95%</b>	<b>\$43,872.00</b>	<b>5.56%</b>



**African American Museum, Fair Park**  
 3536 Grand Avenue, Dallas, TX 75210

April 23, 2008

**WHEREAS**, three bids were received and opened on February 28, 2008 for construction of heating, ventilation and air conditioning improvements at the African American Museum located at 3536 Grand Avenue with Decker Mechanical, Inc., lowest responsible bidder of two, as follows:

<b><u>BIDDER</u></b>	<b><u>BID AMOUNT</u></b>
*Decker Mechanical, Inc.	\$788,751
Powers MEP Engineering, Inc.	\$845,000
Gulf Energy Systems, Inc.	\$925,000

\*Denotes successful bidder

**WHEREAS**, it has been determined that acceptance of the low bid in the amount of \$788,751 for the construction of heating, ventilation and air conditioning improvements at the African American Museum located a 3536 Grand Avenue with Decker Mechanical, Inc., is most advantageous to the City of Dallas.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to enter into a contract with Decker Mechanical, Inc., for heating, ventilation and air conditioning improvements at the African American Museum located at 3536 Grand Avenue.

**Section 2.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

2006 Bond Fund	
Fund: 7T49, Department: EBS, Unit T700, Activity: MMCF	
Obj. 4599, Program #07DC007, CT #EBS08T700CT15	
Vendor #338212, in an amount not to exceed	\$788,751

**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.

Distribution:      Equipment and Building Services (Sheila Singleton), 6BN  
                          Office of Financial Services, 4FN  
                          City Attorney



**AGENDA ITEM # 34**

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Fair Housing

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** N/A

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**SUBJECT**

Authorize an amendment to the 2007-08 Fair Housing Assistance Program award from the U.S. Department of Housing and Urban Development to increase the award for the purpose of staff attending training related to the National Policy Conference - Not to exceed \$8,500, from \$204,400 to \$212,900 - Financing: U.S. Department of Housing Urban Development Grant Funds

**BACKGROUND**

On September 26, 2007, pursuant to Resolution No. 07-2756, the City Council authorized execution of a cooperative agreement with U.S. Department of Housing and Urban Development (HUD) and acceptance of the Fair Housing Assistance Program (FHAP) Comprehensive Funding Approach Grant Funds award in the amount of \$204,400 for Fiscal Year 2007-08. These funds are used for Fair Housing Office program marketing, education, advertisements, training, and professional development. Under this item, the Cooperative Agreement with HUD will be amended to increase the award amount by \$8,500 for staff attending training related to the National Policy Conference.

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

On September 26, 2007, the City Council accepted an award in the amount of \$204,400 of Fair Housing Assistance Program Comprehensive Funding Approach Grant Funds for FY 2007-08 from the U.S. Department of Housing and Urban Development by Resolution No. 07-2756.

**FISCAL INFORMATION**

\$8,500 - U.S. Department of Housing Urban Development Grant Funds





April 23, 2008

**WHEREAS**, on September 26, 2007, pursuant to Resolution No. 07-2756, the City accepted an award in the amount of \$204,400 of FHAP Comprehensive Funding Approach Grant Funds for Fiscal Year 2007-08 from (HUD) and authorized execution of the HUD Cooperative Agreement; and

**WHEREAS**, HUD increased the amount of funding for Fiscal Year 2007-08 by \$8,500 for a total amount of \$212,900,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**Section 1.** That the City Manager be and is hereby authorized to execute an amendment to increase the 2007-08 Fair Housing Assistance Program award from the U.S. Department of Housing and Urban Development for the purpose of staff attending training related to the National Policy Conference in the amount of \$8,500, from \$204,400 to \$212,900 subject to approval as to form by the City Attorney.

**Section 2.** That the City Manager be and is hereby authorized to increase the appropriation in the amount of \$8,500, from \$204,400 to \$212,900 in Fund F187, Department BMS, Unit 7844, various object codes, and take actions to implement the 2007-08 FHAP amended Award.

**Section 3.** That the City Controller be authorized to deposit funds in the amount of \$8,500 in Fund F187, Department BMS, Unit 7844, Revenue Source 6506.

**Section 4.** That the City Controller be authorized to disburse funds from Fund F187, Department BMS, Unit 7844, various object codes, in an amount not to exceed \$212,900 as per the Cooperative Agreement.

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

Distribution: Community Development  
City Controller's Office  
City Attorney's Office  
Office of Financial Services



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 1  
**DEPARTMENT:** Housing  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 54D

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**SUBJECT**

Authorize acceptance of payment in the amount of \$6,000 in lieu of providing an affordable house on the property at 804 Beckley Avenue obtained under the HB110 process through the Land Transfer Program and authorize release of reverter and termination of deed restrictions – Revenue: \$6,000

**BACKGROUND**

On November 20, 2000, Dallas County Community Action Committee, Inc. (DCCAC), a qualified nonprofit organization, submitted a Land Transfer Proposal to the City for purchase of tax-foreclosed property for development of one single-family home on the unimproved property to be sold to a low-income homebuyer. In accordance with the HB 110 Program requirements, DCCAC submitted a bid of \$1,000.00 for the property. On February 28, 2001, the City Council passed Resolution No. 01-0790 accepting DCCAC's proposal and bid for the property. Dallas County and Dallas Independent School District also approved the sale of the property through the HB 110 Program. On April 9, 2001, the City Manager executed a Quitclaim Deed with a possibility of reverter and deed restrictions for affordability on the property. DCCAC did not develop the property by the construction deadline date but has since completed the house.

DCCAC's interim construction lender, United Mortgage Trust, has foreclosed on the property and has a contract for sale to a non affordable homebuyer. The lender is willing to pay to the City the lesser of the judgment amount (\$9,563) or the Dallas County Appraisal District value as shown in the judgment (\$6,000) to complete their sale to the homebuyer and have the possibility of reverter with right of reentry released and the deed restrictions terminated.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On February 28, 2001, the City Council accepted a bid from Dallas County Community Action Committee, Inc. for the purchase of a vacant lot located at 804 Beckley Avenue and authorized the execution of a Quitclaim Deed to the Property, subject to five year deed restrictions for affordability and the written proposal submitted by Dallas County Community Action Committee, Inc. on November 20, 2000 by Resolution 01-0790.

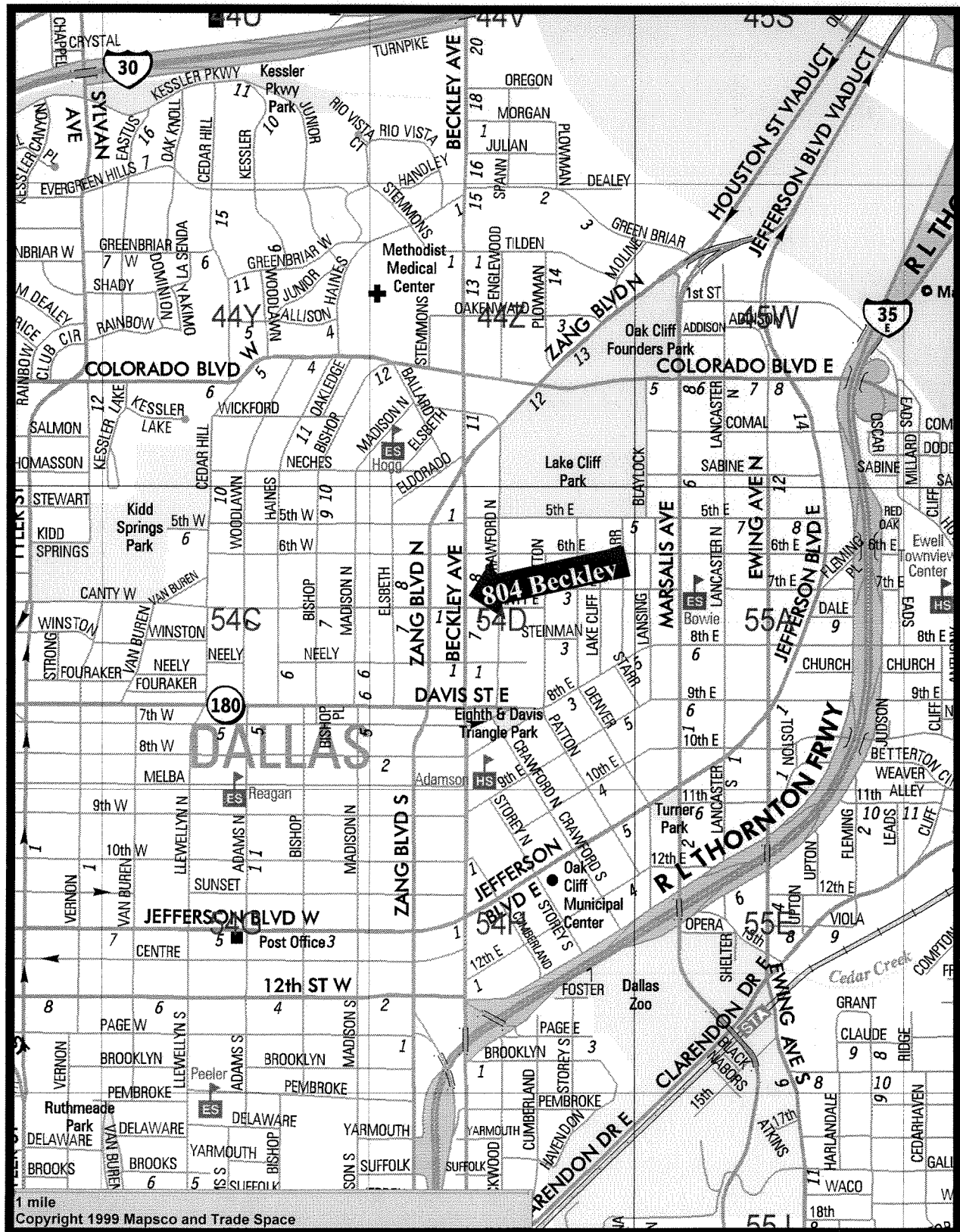
On November 10, 2004, the City Council authorized the City Manager, or designee, to amend the program statement of the House Bill 110 Program to prohibit the placement of industrialized housing on properties sold by the City by Resolution No. 04-3193.

### **FISCAL INFORMATION**

Revenue: \$6,000

### **MAP**

Attached



MAPSCO 54D



April 23, 2008

**WHEREAS**, the City of Dallas, for itself and as trustee, on behalf of the taxing units named as a party to a judgment ("Taxing Units"), received tax title to a certain property ("Property") by Sheriff's Deed at a sheriff's tax sale; and

**WHEREAS**, on November 20, 2000, Dallas County Community Action Committee, Inc. ("DCCAC") submitted a written proposal (Proposal) to purchase the Property at 804 Beckley Avenue and construct one single-family affordable home on the Property; and

**WHEREAS**, on February 28, 2001, pursuant to the provisions of Chapter 34, Section 34.015 of the Property Tax Code (redesignated as Local Government Code Section 253.010), the City Council accepted a bid from DCCAC for the Property and authorized the execution of a Quitclaim Deed to the Property, subject to five year deed restrictions for affordability and a written proposal submitted by DCCAC by Resolution No. 01-0790; and

**WHEREAS**, on November 10, 2004, the City Council authorized the City Manager, or designee, to amend the program statement of the House Bill 110 Program to prohibit the placement of industrialized housing on properties sold by the City by Resolution No. 04-3193; and

**WHEREAS**, DCCAC did not develop the Property by the construction deadline date but has since completed the house; and

**WHEREAS**, the lender, United Mortgage Trust, has foreclosed on the Property and has a contract for sale to a non affordable homebuyer and wishes to submit a payment in the amount of \$6,000 in lieu of providing an affordable house; **NOW, THEREFORE;**

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

**SECTION 1.** That the \$6,000 consideration received from United Mortgage Trust for the resale of the Property and for the properties previously approved for resale by the City Council where funds were not received and have not been disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County be deposited to General Fund 0001, Dept DEV, Balance Sheet Account 0519.

**SECTION 2.** That upon receipt of the consideration, the City Controller is authorized to disburse the consideration, in accordance with Chapter 34, section 34.06 of the Texas Property Tax Code, which calculations for disbursement shall be provided by the Development Services Director, to the City of Dallas Land Based Receivables, the Dallas County District Clerk and the Dallas County Tax Office from the account specified in Section 1 above.

April 23, 2008

**SECTION 3.** That upon receipt of the distribution amounts, the City Controller is authorized to disburse proceeds pursuant to Chapter 34, section 34.06 of the Texas Property Tax Code, which calculations for disbursement shall be provided by the Development Services Director, for properties previously approved for resale by the City Council where funds have not been disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County from the account

**SECTION 4.** That the City Manager is authorized to execute instruments, upon approval as to form by the City Attorney, releasing the City's possibility of reverter with right of reentry and terminating the deed restrictions to the Property.

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

**DISTRIBUTION:**

Housing Department  
City Attorney's Office  
Office of Financial Services/Community Development, 4FN



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 7  
**DEPARTMENT:** Housing  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 56 G

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**SUBJECT**

Authorize acquisition of two parcels improved with vacant single-family residences at 2500 St. Clair Drive and 2513 St. Clair Drive for the proposed Bexar Street Redevelopment Project which is being implemented as part of the Neighborhood Investment Program (list attached) - \$50,500 including estimated closing costs - Financing: 2006 Bond Funds

**BACKGROUND**

This item authorizes the acquisition of 2500 St. Clair Drive improved with a vacant single-family residence for \$22,000 and 2513 St. Clair Drive improved with a vacant single-family residence for \$24,500. The acquisitions will be used for the proposed Bexar Street Redevelopment Project which is being implemented as part of the Neighborhood Investment Program - Census Tract 39.02. The total consideration of \$46,500 is based upon independent appraisals.

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

This item has no prior action.

**FISCAL INFORMATION**

2006 Bond Funds - \$50,500 including estimated closing costs

**OWNER**

**Eliza Investments, LP**

Eliza Properties, Inc., General Partner  
Robert G. Hanson, President

**MAP**

Attached

## Bexar Street Redevelopment Project

<b><u>Parcel No.</u></b>	<b><u>Owner</u></b>	<b><u>Property Address</u></b>	<b><u>Offer Amount</u></b>	<b><u>Mapsco</u></b>	<b><u>Council District</u></b>
B16	Enrique Hernandez	2500 St. Clair Drive	\$22,000	56G	7
B8	Eliza Investments, LP	2513 St. Clair Drive	\$24,500	56G	7



April 23, 2008

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

**SECTION 1.** That for the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas.

"PROJECT": Bexar Street Redevelopment Project as part of the Neighborhood Investment Program - Census Tract 39.02.

"PROPERTY": Described in Exhibit A, attached hereto and made a part hereof for all purposes.

"PROPERTY INTEREST": Fee Simple

"OWNER(S)" and "OFFER AMOUNT": Described in Exhibit A, attached hereto and made a part hereof for all purposes.

**SECTION 2.** That it is hereby determined that public necessity requires that the CITY should acquire the PROPERTY INTEREST under, over and across the PROPERTY necessary for the PROJECT.

**SECTION 3.** That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTEREST, the Director of Development Services, or such employee as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

**SECTION 4.** That the CITY determines to appropriate the PROPERTY INTEREST under, over and across the PROPERTY for the PROJECT under the provisions of the Charter of the City of Dallas.

**SECTION 5.** That in the event the OWNER accepts the OFFER AMOUNT as authorized herein, the City Controller is authorized to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable from the funding as shown below, for the properties shown on Exhibit A.

April 23, 2008**SECTION 5. (continued)**

Republic Title of Texas

VENDOR # 342843

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>CT</u>	<u>AMOUNT</u>	<u>Program #</u>
7T52	HOU	T807	4599	HOUT807F025	\$22,000	HOUBEXAR01
7T52	HOU	T807	4599	HOUT807F025	\$24,500	HOUBEXAR01

**SECTION 6.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs in an estimated amount of \$4,000.

Republic Title of Texas

VENDOR # 342843

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>CT</u>	<u>AMOUNT</u>	<u>Program #</u>
7T52	HOU	T807	4599	HOUT807F025	\$2,000	HOUBEXAR01
7T52	HOU	T807	4599	HOUT807F025	\$2,000	HOUBEXAR01

**SECTION 7.** That the term OWNER in this resolution means all persons having an ownership interest in the PROPERTY regardless of whether those persons are actually named in Section 1. In the event of a conflict between this section and Section 1, this section controls.

**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.

**DISTRIBUTION:**

Housing Department  
 City Attorney's Office  
 Office of Financial Services/Community Development, 4FS

Exhibit A

**Bexar Street Redevelopment Project**

Parcel			Legal Description		Offer
<u>No.</u>	<u>Owner</u>	<u>Property Address</u>	<u>Lots</u>	<u>Block</u>	<u>Amount</u>
816	Enrique Hernandez	2500 St. Clair Drive	1 & 2	26/2568	\$22,000
88	Eliza Investments, LP	2513 St. Clair Drive	28 & 29	21/2563	\$24,500





**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 4  
**DEPARTMENT:** Housing  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 55E F J K

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**SUBJECT**

Authorize **(1)** approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by East Dallas Community Organization for the construction of affordable houses, **(2)** the sale of 11 vacant lots from Dallas Housing Acquisition and Development Corporation to East Dallas Community Organization; and, **(3)** execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any (list attached) – Financing: No cost consideration to the City

**BACKGROUND**

On February 4, 2008, the Housing Committee received a briefing regarding the Urban Land Bank Demonstration Program which outlined the process and status of the program. The areas targeted for acquisition to achieve the desired goals under the program were identified.

Consistent with the program briefed in the Housing Committee, the staff requested proposals for the construction of affordable houses. Since there was not an existing non-profit organization in the area with a right of first refusal, proposals were requested from both non-profit and for profit organizations.

East Dallas Community Organization (EDCO) submitted a proposal and development plan to Dallas Housing Acquisition and Development Corporation (DHADC or Land Bank) for 11 lots shown on the attached list. The DHADC Board has approved the development plan and sale, subject to City Council approval. This item will authorize City Council approval of the development plan submitted by EDCO to the City's Land Bank, the sale of those lots from DHADC to EDCO and the release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any. The vacant lots were purchased by DHADC from a Sheriff's sale pursuant to foreclosure of tax liens and any non-tax liens. DHADC's Deed without Warranty to EDCO will contain a reverter that returns the property to DHADC if a construction permit is not applied for by EDCO and construction financing is not closed within two years of conveyance.

## **BACKGROUND (continued)**

EDCO will build affordable houses on the lots. The approximate square footage and sales prices of the houses will be from 1,100 to 1,500 square feet and from \$110,000 to \$170,000. The lots will be deed restricted for sale to a low income family and will require at least 25 per cent of the developed homes to be sold to households with gross household incomes not greater than 60 per cent of the Area Median Family Income (AMFI) as determined annually by HUD.

A maximum of 30 per cent of the developed homes may be sold to households with gross incomes from 81 per cent to 115 per cent of the AMFI as determined annually by HUD. If 30 per cent of the homes are sold to buyers at 81 per cent to 115 per cent of the AMFI, the remaining homes will be sold to buyers below 81 per cent of the AMFI and in compliance with the minimum 25 per cent requirement to sell to buyers below 60 per cent of the AMFI. DHADC will receive \$47,355.88 for the sales price, as calculated from the 07-08 Land Bank Plan approved by City Council.

On June 18, 2003, Governor Rick Perry signed the Urban Land Bank Demonstration Program Act. The Act allows the governing body of a municipality to adopt an Urban Land Bank Demonstration Program in which the officer charged with selling real property ordered sold pursuant to foreclosure of a tax lien may sell certain eligible real property by private sale to a land bank for the purpose of affordable housing developments.

On January 28, 2004, the City Council approved the City of Dallas FY 2003-04 Urban Land Bank Demonstration Program Plan and authorized DHADC to amend its Articles of Incorporation and Bylaws to expand its purposes and authority to carry out the Urban Land Bank Demonstration Program Plan.

On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program previously approved by City Council on January 28, 2004.

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC contract to provide additional operating and acquisition funds.

On August 24, 2005, the City Council authorized an amendment to the contract with DHADC to extend the term to November 1, 2006 and to allow the City to refer up to 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 26, 2006.

On August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan.

### **BACKGROUND (continued)**

On January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank.

On October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan.

On December 13, 2006, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2007 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007.

On August 22, 2007, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2008 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008.

On October 10, 2007, the City Council approved the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

On January 28, 2004, the City Council established the Dallas Housing Acquisition and Development Corporation (DHADC) as its land bank, authorized amendments to the Articles of Incorporation and By-Laws of the DHADC, and authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-0458.

On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-1726.

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC Contract to provide additional operating and acquisition funds for FY 2004-05 by Resolution No. 04-2930.

On August 24, 2005, the City Council authorized an amendment to the contract with DHADC to extend the term to November 1, 2006 and to allow the City to refer up to 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 26, 2006 by Resolution No. 05-2474.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions) (continued)**

On August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program by Resolution No. 05-2501.

On January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank by Resolution No. 06-0162.

On October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan by Resolution No. 06-2785.

On December 13, 2006, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2007 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007 by Resolution No. 06-3403.

On August 22, 2007, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2008 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008 by Resolution No. 07-2385.

On October 10, 2007, the City Council approved the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan by Resolution No. 07-2998.

### **FISCAL INFORMATION**

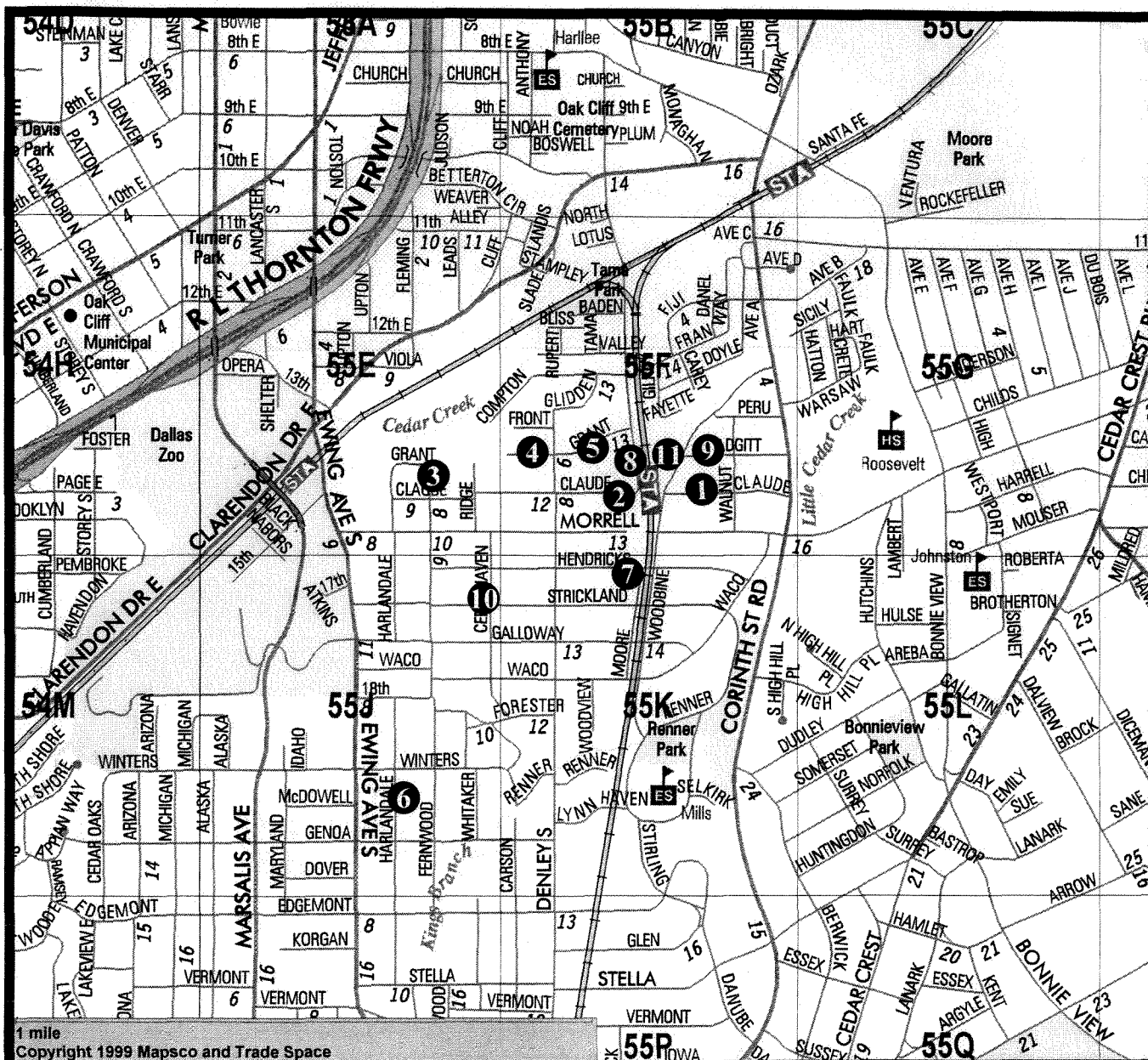
No cost consideration to the City.

### **MAP**

Attached

**Land Bank (DHADC) Sale of Lots  
to East Dallas Community Organization**

<b><u>Property Address</u></b>	<b><u>Mapsco</u></b>	<b><u>Council District</u></b>	<b><u>Sales Price</u></b>
1. 1422 Claude	55F	4	\$4,045.73
2. 1339 Claude	55F	4	\$4,863.68
3. 728 Fernwood	55E	4	\$5,561.93
4. 1215 Grant	55F	4	\$4,045.73
5. 1309 Grant	55F	4	\$4,138.83
6. 1423 Harlandale	55J	4	\$4,351.63
7. 1352 Hendricks	55K	4	\$4,045.73
8. 734 South Moore	55F	4	\$4,045.73
9. 1414 Padgitt	55F	4	\$4,045.73
10. 1035 Strickland	55K	4	\$4,045.73
11. 635 Woodbine	55F	4	\$4,165.43
<b>Total</b>			<b>\$47,355.88</b>



PROPERTY ADDRESS	MAPSCO	COUNCIL DISTRICT	PROPERTY ADDRESS	MAPSCO	COUNCIL DISTRICT
1. 1422 Claude	55F	4	7. 1352 Hendricks	55K	4
2. 1339 Claude	55F	4	8. 734 S. Moore	55F	4
3. 728 Fernwood	55E	4	9. 1414 Padgitt	55F	4
4. 1215 Grant	55F	4	10. 1035 Strickland	55K	4
5. 1309 Grant	55F	4	11. 635 Woodbine	55F	4
6. 1423 Harlandale	55J	4			

April 23, 2008

**WHEREAS**, on January 28, 2004, the City Council established the Dallas Housing Acquisition and Development Corporation (DHADC) as its land bank for the purpose of acquiring, holding and transferring unimproved real property under Subtitle A, Title 12, Local Government Code, Chapter 379C and: 1) approved the City of Dallas Urban Land Bank Demonstration Program Plan; 2) approved the Program Statement for the Dallas Urban Land Bank Demonstration Program; 3) authorized amendments to the Articles of Incorporation and By-Laws of the DHADC; and 4) authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-0458; and

**WHEREAS**, on May 26, 2004, the City Council authorized a contract with the DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program approved by the City Council on January 28, 2004 by Resolution No. 04-1726; and

**WHEREAS**, on October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC Contract to provide additional operating and acquisition funds for FY 2004-05 by Resolution No. 04-2930; and

**WHEREAS**, on August 24, 2005, the City Council authorized an amendment to the contract with DHADC to extend the term to November 1, 2006 and to allow the City to refer up to 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 26, 2006 by Resolution No. 05-2474; and

**WHEREAS**, on August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan by Resolution No. 05-2501; and

**WHEREAS**, on January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank by Resolution No. 06-0162; and

**WHEREAS**, on October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan by Resolution No. 06-2785; and

**WHEREAS**, on December 13, 2006, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2007 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007 by Resolution No. 06-3403; and

April 23, 2008

**WHEREAS**, on August 22, 2007, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2008 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008 by Resolution No. 07-2385; and

**WHEREAS**, on October 10, 2007, the City Council approved the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan by Resolution No. 07-2998; and

**WHEREAS**, East Dallas Community Organization (EDCO) submitted a proposal and development plan to DHADC for 11 lots shown on Exhibit "A" and the DHADC Board has approved the development plan and sale, subject to City Council approval; and

**WHEREAS**, the City Council desires to approve the development plan shown on Exhibit "B" submitted by EDCO and authorize the sale of the said 11 lots from DHADC to EDCO to build affordable houses; **NOW, THEREFORE;**

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

**Section 1.** That the development plan shown on Exhibit "B" submitted by EDCO and the sale of 11 lots shown on "Exhibit A" from DHADC to EDCO is approved.

**Section 2.** That the City Manager, upon approval as to form by the City Attorney, is authorized to execute a release of lien for any non-tax liens included in the foreclosure judgment and any non-tax liens that may have been filed by the City post-judgment on the lots shown on "Exhibit A".

**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.

**DISTRIBUTION:**

Housing Department

City Attorney's Office

Office of Financial Services/Community Development, 4FN



**EXHIBIT "A"**

**LAND BANK PROPERTY**

<b>PARCEL NUMBER</b>	<b>STREET ADDRESS LEGAL DESCRIPTION</b>	<b>QUALIFIED NONPROFIT PURCHASER</b>	<b>NUMBER OF HOMEOWNER UNITS</b>	<b>SALE AMOUNT</b>
1	<b>1422 Claude</b> Lot 19, Cedar Cliff Addition Block 1/3866	East Dallas Community Organization	1	\$4,045.73
2	<b>1339 Claude</b> Lot 24, Edgemont Addition Block 29/3590	East Dallas Community Organization	1	\$4,863.68
3	<b>728 Fernwood</b> Lot 7, Belvedere Addition Block E/3394	East Dallas Community Organization	1	\$5,561.93
4	<b>1215 Grant</b> SE Part of Lot 5, Betterton's Addition Oak Cliff Block F/3366	East Dallas Community Organization	1	\$4,045.73
5	<b>1309 Grant</b> Lot 4, Edgemont Addition Block 30/3591	East Dallas Community Organization	1	\$4,138.83
6	<b>1423 Harlandale</b> Lot 19, Glenwood Addition Block 11/3742	East Dallas Community Organization	1	\$4,351.63
7	<b>1352 Hendricks</b> Lot 13, Second Installment of Edgemont Addition Block 17/3577	East Dallas Community Organization	1	\$4,045.73
8	<b>734 S. Moore</b> Lot 3, Oliphants Subdivision of Cedar Cliff Addition Block 3865	East Dallas Community Organization	1	\$4,045.73
9	<b>1414 Padgitt</b> Lot 15, Cedar Cliff Addition Block 3/3868	East Dallas Community Organization	1	\$4,045.73
10	<b>1035 Strickland</b> Lot 9, Brentwood Addition Block C/3396	East Dallas Community Organization	1	\$4,045.73
11	<b>635 Woodbine</b> Lot 4, Cedar Cliff Addition Block 5/3870	East Dallas Community Organization	1	\$4,165.43

<b>TOTAL</b>	<b>\$47,355.88</b>
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**EXHIBIT B**

**SECTION II: DEVELOPMENT PLAN**

**A. DESCRIPTION OF THE LAND REQUESTED FOR DEVELOPMENT**

- (1) Number of lots requested in this proposal. 11
- (2) Land Bank name for this parcel of lots. South Dallas Census Tract 49 – No. 1
- (3) Provide the property address and legal description of the land requested (attach extra sheets if necessary) (the "Property").

**SEE EXHIBIT A**

**B. DESCRIPTION OF PROPOSED HOUSES ENTITY WILL CONSTRUCT**

At least 25% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes not greater than 60% of AMFI. No more than 30% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes between 81% and 115% of AMFI. (At least 70% of the Land Bank properties sold during any fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes at 80% AMFI or less.)

**Single Family Home (to be sold to low income households at 60% or less of AMFI):**

Number of homes to be built on lots 3  
Square Footage of each home: 1100 -1500 approx.  
Number of Bedrooms/Baths in each home 3 / 2  
Number of Garages 1-2 Number of Carports      Detached      Attached       
Type of Exterior Veneer Hardiplank / Brick Which sides All sides typical  
Your Sales Price ranges without Subsidies to Qualified Low Income Buyer 110 – 130K

**Single Family Home (to be sold to low income households at 80% or less of AMFI):**

Number of homes to be built on lots 5  
Square Footage of each home 1300 -1500 approx.  
Number of Bedrooms/Baths in each home 3 / 2  
Number of Garages 1-2 Number of Carports      Detached      Attached 1  
Type of Exterior Veneer Hardiplank / Brick Which sides All sides typical  
Your Sales Price ranges without Subsidies to Qualified Low Income Buyer 120 – 150K

**Single Family Home (to be sold to low income households between 81% and 115% of AMFI):**

Number of homes to be built on lots 3  
Square Footage of each home 1300 -1500 approx.  
Number of Bedrooms/Baths in each home 3 / 2  
Number of Garages 2 Number of Carports      Detached      Attached 1  
Type of Exterior Veneer Hardiplank / Brick Which sides All sides typical  
Your Sales Price ranges without Subsidies to Qualified Low Income Buyer 130 – 170K

**Attach extra sheet(s) breaking out above information for each different model of home.**

## EXHIBIT B

### C. CONSTRUCTION TIMETABLE

State the number of days it will take you to complete construction and sale of improved Property from the date of obtaining the executed deed from DHADC. Attach a schedule, if you desire. The deed conveying property sold by DHADC will include a right of reverter so that if the Entity does not apply for a construction permit and close on any construction financing within a two year period following the date of conveyance of the property from the DHADC to the Entity, the property will revert to the DHADC for subsequent resale.

Commencement of Construction 365 days

Completion of Construction 725 days

Sale of first affordable housing unit to low income households 500 days

Sale of last affordable unit to low income households 800 days

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Housing

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 55F G L

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**SUBJECT**

Authorize **(1)** approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by East Dallas Community Organization for the construction of affordable houses, **(2)** the sale of 13 vacant lots from Dallas Housing Acquisition and Development Corporation to East Dallas Community Organization; and, **(3)** execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any (list attached) – Financing: No cost consideration to the City

**BACKGROUND**

On February 4, 2008, the Housing Committee received a briefing regarding the Urban Land Bank Demonstration Program which outlined the process and status of the program. The areas targeted for acquisition to achieve the desired goals under the program were identified.

Consistent with the program briefed in the Housing Committee, the staff requested proposals for the construction of affordable houses. Since there was not an existing non-profit organization in the area with a right of first refusal, proposals were requested from both non-profit and for profit organizations.

East Dallas Community Organization (EDCO) submitted a proposal and development plan to Dallas Housing Acquisition and Development Corporation (DHADC or Land Bank) for 13 lots shown on the attached list. The DHADC Board has approved the development plan and sale, subject to City Council approval. This item will authorize City Council approval of the development plan submitted by EDCO to the City's Land Bank, the sale of those lots from DHADC to EDCO and the release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any. The vacant lots were purchased by DHADC from a Sheriff's sale pursuant to foreclosure of tax liens and any non-tax liens. DHADC's Deed without Warranty to EDCO will contain a reverter that returns the property to DHADC if a construction permit is not applied for by EDCO and construction financing is not closed within two years of conveyance.

## **BACKGROUND (continued)**

EDCO will build affordable houses on the lots. The approximate square footage and sales prices of the houses will be from 1,100 to 1,500 square feet and from \$110,000 to \$170,000. The lots will be deed restricted for sale to a low income family and will require at least 25 per cent of the developed homes to be sold to households with gross household incomes not greater than 60 per cent of the Area Median Family Income (AMFI) as determined annually by HUD. A maximum of 30 per cent of the developed homes may be sold to households with gross incomes from 81 per cent to 115 per cent of the AMFI as determined annually by HUD.

If 30 per cent of the homes are sold to buyers at 81 per cent to 115 per cent of the AMFI, the remaining homes will be sold to buyers below 81 per cent of the AMFI and in compliance with the minimum 25 per cent requirement to sell to buyers below 60 per cent of the AMFI. DHADC will receive \$50,667.81 for the sales price, as calculated from the 07-08 Land Bank Plan approved by City Council.

On June 18, 2003, Governor Rick Perry signed the Urban Land Bank Demonstration Program Act. The Act allows the governing body of a municipality to adopt an Urban Land Bank Demonstration Program in which the officer charged with selling real property ordered sold pursuant to foreclosure of a tax lien may sell certain eligible real property by private sale to a land bank for the purpose of affordable housing developments.

On January 28, 2004, the City Council approved the City of Dallas FY 2003-04 Urban Land Bank Demonstration Program Plan and authorized DHADC to amend its Articles of Incorporation and Bylaws to expand its purposes and authority to carry out the Urban Land Bank Demonstration Program Plan.

On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program previously approved by City Council on January 28, 2004.

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC contract to provide additional operating and acquisition funds.

On August 24, 2005, the City Council authorized an amendment to the contract with DHADC to extend the term to November 1, 2006 and to allow the City to refer up to 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 26, 2006.

On August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan.

### **BACKGROUND (continued)**

On January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank.

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### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

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On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-1726.

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC Contract to provide additional operating and acquisition funds for FY 2004-05 by Resolution No. 04-2930.

On August 24, 2005, the City Council authorized an amendment to the contract with DHADC to extend the term to November 1, 2006 and to allow the City to refer up to 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 26, 2006 by Resolution No. 05-2474.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions) (continued)**

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On January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank by Resolution No. 06-0162.

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On December 13, 2006, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2007 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007 by Resolution No. 06-3403.

On August 22, 2007, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2008 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008 by Resolution No. 07-2385.

On October 10, 2007, the City Council approved the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan by Resolution No. 07-2998.

### **FISCAL INFORMATION**

No cost consideration to the City.

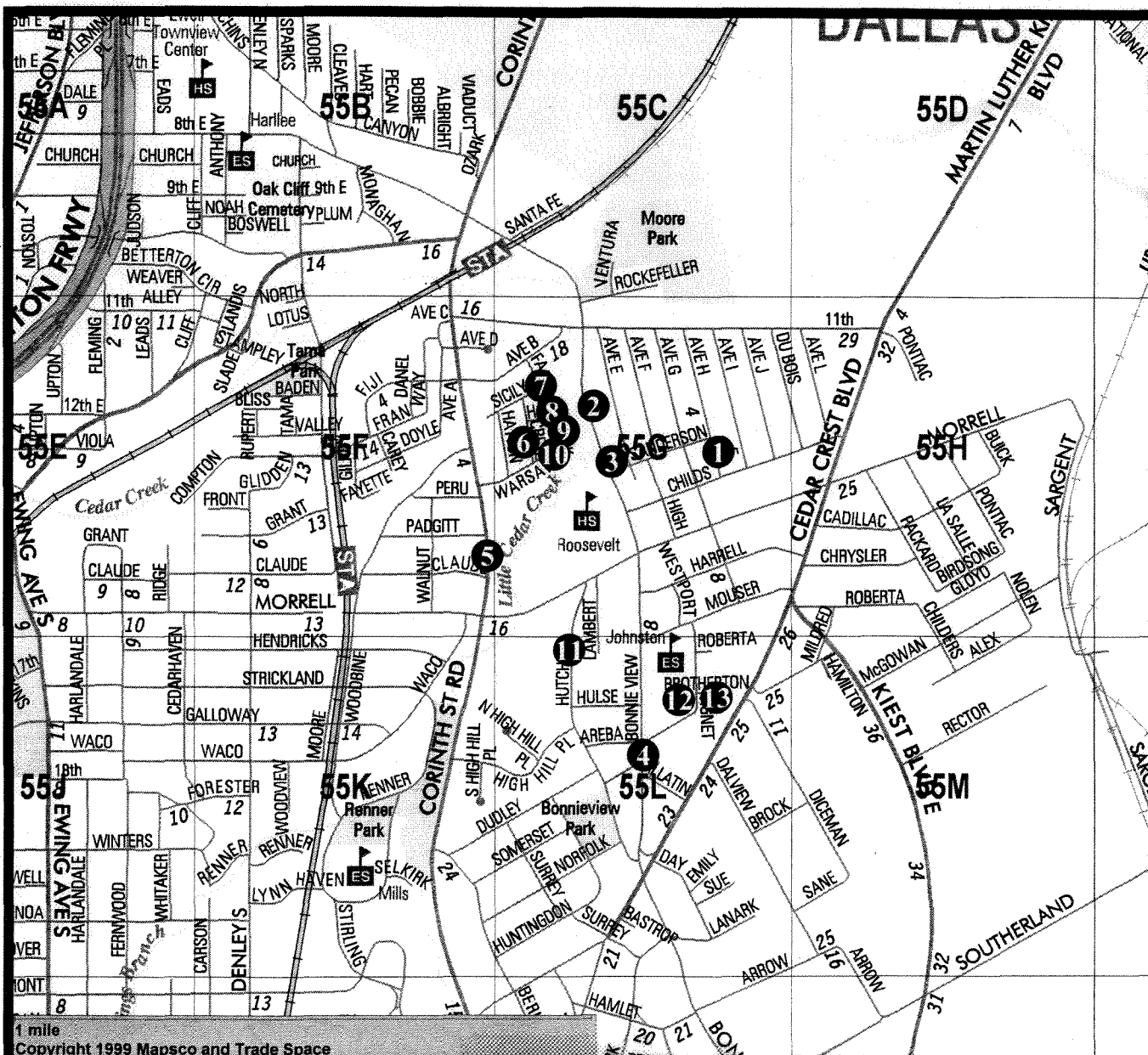
### **MAP**

Attached



**Land Bank (DHADC) Sale of Lots  
to East Dallas Community Organization**

<b><u>Property Address</u></b>	<b><u>Mapsc</u></b>	<b><u>Council District</u></b>	<b><u>Sales Price</u></b>
1. 523 Avenue H	55G	7	\$3,846.84
2. 406 Bonnie View	55G	7	\$3,846.84
3. 438 Bonnie View	55G	7	\$3,846.84
4. 1011 Bonnie View	55L	7	\$4,055.92
5. 618 South Corinth	55F	7	\$3,846.84
6. 535 Crete	55G	7	\$3,846.84
7. 424 Faulk	55G	7	\$3,846.84
8. 508 Faulk	55G	7	\$3,846.84
9. 532 Faulk	55G	7	\$4,026.39
10. 544 Faulk	55G	7	\$3,846.84
11. 836 Hutchins	55L	7	\$3,846.84
12. 1002 Signet	55L	7	\$4,117.10
13. 1006 Signet	55L	7	\$3,846.84
<b>Total</b>			<b>\$50,667.81</b>



PROPERTY ADDRESS	MAPSCO	COUNCIL DISTRICT	PROPERTY ADDRESS	MAPSCO	COUNCIL DISTRICT
1. 523 Avenue H	55G	7	8. 508 Faulk	55G	7
2. 406 Bonnie View	55G	7	9. 532 Faulk	55G	7
3. 438 Bonnie View	55G	7	10. 544 Faulk	55G	7
4. 1011 Bonnie View	55L	7	11. 836 Hutchins	55L	7
5. 618 S. Corinth	55F	7	12. 1002 Signet	55L	7
6. 535 Crete	55G	7	13. 1006 Signet	55L	7
7. 424 Faulk	55G	7			

April 23, 2008

**WHEREAS**, on January 28, 2004, the City Council established the Dallas Housing Acquisition and Development Corporation (DHADC) as its land bank for the purpose of acquiring, holding and transferring unimproved real property under Subtitle A, Title 12, Local Government Code, Chapter 379C and: 1) approved the City of Dallas Urban Land Bank Demonstration Program Plan; 2) approved the Program Statement for the Dallas Urban Land Bank Demonstration Program; 3) authorized amendments to the Articles of Incorporation and By-Laws of the DHADC; and 4) authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-0458; and

**WHEREAS**, on May 26, 2004, the City Council authorized a contract with the DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program approved by the City Council on January 28, 2004 by Resolution No. 04-1726; and

**WHEREAS**, on October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC Contract to provide additional operating and acquisition funds for FY 2004-05 by Resolution No. 04-2930; and

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**WHEREAS**, on January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank by Resolution No. 06-0162; and

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April 23, 2008

**WHEREAS**, on August 22, 2007, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2008 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008 by Resolution No. 07-2385; and

**WHEREAS**, on October 10, 2007, the City Council approved the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan by Resolution No. 07-2998; and

**WHEREAS**, East Dallas Community Organization (EDCO) submitted a proposal and development plan to DHADC for 13 lots shown on Exhibit "A" and the DHADC Board has approved the development plan and sale, subject to City Council approval; and

**WHEREAS**, the City Council desires to approve the development plan shown on Exhibit "B" submitted by EDCO and authorize the sale of the said 13 lots from DHADC to EDCO to build affordable houses; **NOW, THEREFORE;**

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

**SECTION 1.** That the development plan shown on Exhibit "B" submitted by EDCO and the sale of 13 lots shown on "Exhibit A" from DHADC to EDCO is approved.

**SECTION 2.** That the City Manager, upon approval as to form by the City Attorney, is authorized to execute a release of lien for any non-tax liens included in the foreclosure judgment and any non-tax liens that may have been filed by the City post-judgment on the lots shown on "Exhibit A".

**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.

**DISTRIBUTION:**

Housing Department

City Attorney's Office

Office of Financial Services/Community Development, 4FN

**EXHIBIT "A"**

<b>LAND BANK PROPERTY</b>				
<b>PARCEL NUMBER</b>	<b>STREET ADDRESS LEGAL DESCRIPTION</b>	<b>QUALIFIED NONPROFIT PURCHASER</b>	<b>NUMBER OF HOMEOWNER UNITS</b>	<b>SALE AMOUNT</b>
1	<b>523 Avenue H</b> Lot 42, Skyline Heights Addition Block 4/4654	East Dallas Community Organization	1	\$3,846.84
2	<b>406 Bonnie View</b> Lot 11, Skyline Heights Addition Block 1/5900	East Dallas Community Organization	1	\$3,846.84
3	<b>438 Bonnie View</b> Lot 3, Skyline Heights Addition Block 1/5900	East Dallas Community Organization	1	\$3,846.84
4	<b>1011 Bonnie View</b> Lot 1, Edgemont Hill Addition #2 Block D/5895	East Dallas Community Organization	1	\$4,055.92
5	<b>618 S. Corinth</b> Lot 6, Cedar Cliff Addition Block 10/3876	East Dallas Community Organization	1	\$3,846.84
6	<b>535 Crete</b> Lot 9, Pleasant View Addition Block F/5905	East Dallas Community Organization	1	\$3,846.84
7	<b>424 Faulk</b> Lot 2, Pleasant View Addition Block A/5905	East Dallas Community Organization	1	\$3,846.84
8	<b>508 Faulk</b> Lot 4, Pleasant View Addition Block A/5905	East Dallas Community Organization	1	\$3,846.84
9	<b>532 Faulk</b> Lot 10, Pleasant View Addition Block A/5905	East Dallas Community Organization	1	\$4,026.39
10	<b>544 Faulk</b> Lot 13, Pleasant View Addition Block A/5905	East Dallas Community Organization	1	\$3,846.84
11	<b>836 Hutchins</b> Lot C, Jospeh Hanex Subdvision Block E/5895	East Dallas Community Organization	1	\$3,846.84
12	<b>1002 Signet</b> Lot 5, Tract 2 Bonnie View Hills Revised Addition Block B/5888	East Dallas Community Organization	1	\$4,117.10
13	<b>1006 Signet</b> Lot 4, Track 1 Bonnie View Hills Revised Addition Block B/5888	East Dallas Community Organization	1	\$3,846.84

<b>TOTAL</b>	<b>\$50,667.81</b>
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EXHIBIT B

SECTION II: DEVELOPMENT PLAN

A. DESCRIPTION OF THE LAND REQUESTED FOR DEVELOPMENT

- (1) Number of lots requested in this proposal. 13
- (2) Land Bank name for this parcel of lots. South Dallas Census Tract 89 – No. 1
- (3) Provide the property address and legal description of the land requested (attach extra sheets if necessary) (the "Property").

SEE EXHIBIT A

B. DESCRIPTION OF PROPOSED HOUSES ENTITY WILL CONSTRUCT

At least 25% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes not greater than 60% of AMFI. No more than 30% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes between 81% and 115% of AMFI. (At least 70% of the Land Bank properties sold during any fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes at 80% AMFI or less.)

**Single Family Home (to be sold to low income households at 60% or less of AMFI):**

Number of homes to be built on lots: 4  
Square Footage of each home: 1100 -1500 approx.  
Number of Bedrooms/Baths in each home 3 / 2  
Number of Garages 1-2 Number of Carports      Detached      Attached       
Type of Exterior Veneer Hardiplank / Brick Which sides All sides typical  
Your Sales Price ranges without Subsidies to Qualified Low Income Buyer 110 – 130K

**Single Family Home (to be sold to low income households at 80% or less of AMFI):**

Number of homes to be built on lots 6  
Square Footage of each home 1300 -1500 approx.  
Number of Bedrooms/Baths in each home 3 / 2  
Number of Garages 1-2 Number of Carports      Detached      Attached 1  
Type of Exterior Veneer Hardiplank / Brick Which sides All sides typical  
Your Sales Price ranges without Subsidies to Qualified Low Income Buyer 120 – 150K

**Single Family Home (to be sold to low income households between 81% and 115% of AMFI):**

Number of homes to be built on lots 3  
Square Footage of each home 1300 -1500 approx.  
Number of Bedrooms/Baths in each home 3 / 2  
Number of Garages 2 Number of Carports      Detached      Attached 1  
Type of Exterior Veneer Hardiplank / Brick Which sides All sides typical  
Your Sales Price ranges without Subsidies to Qualified Low Income Buyer 130 – 170K

Attach extra sheet(s) breaking out above information for each different model of home.

## EXHIBIT B

### C. CONSTRUCTION TIMETABLE

State the number of days it will take you to complete construction and sale of improved Property from the date of obtaining the executed deed from DHADC. Attach a schedule, if you desire. The deed conveying property sold by DHADC will include a right of reverter so that if the Entity does not apply for a construction permit and close on any construction financing within a two year period following the date of conveyance of the property from the DHADC to the Entity, the property will revert to the DHADC for subsequent resale.

Commencement of Construction 365 days

Completion of Construction 725 days

Sale of first affordable housing unit to low income households 500 days

Sale of last affordable unit to low income households 800 days



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 4  
**DEPARTMENT:** Housing  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 55F

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**SUBJECT**

Authorize **(1)** approval of the development plan submitted to the Dallas Housing Acquisition and Development Corporation by Sphinx Development Corporation for the construction of affordable houses, **(2)** the sale of 6 vacant lots from Dallas Housing Acquisition and Development Corporation to Sphinx Development Corporation; and, **(3)** execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any (list attached) – Financing: No cost consideration to the City

**BACKGROUND**

On February 4, 2008, the Housing Committee received a briefing regarding the Urban Land Bank Demonstration Program which outlined the process and status of the program. The areas targeted for acquisition to achieve the desired goals under the program were identified.

Consistent with the program briefed in the Housing Committee, the staff requested proposals for the construction of affordable houses. Since there was not an existing non-profit organization in the area with a right of first refusal, proposals were requested from both non-profit and for profit organizations. Proposals were received from two organizations, East Dallas Community Organization and Sphinx Development Corporation (Sphinx).

Sphinx submitted a proposal and development plan to Dallas Housing Acquisition and Development Corporation (DHADC or Land Bank) for 6 lots shown on the attached list. The DHADC Board has approved the development plan and sale, subject to City Council approval. This item will authorize City Council approval of the development plan submitted by Sphinx to the City's Land Bank, the sale of those lots from DHADC to Sphinx and the release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any. The vacant lots were purchased by DHADC from a Sheriff's sale pursuant to foreclosure of tax liens and any non-tax liens.

## **BACKGROUND (continued)**

DHADC's Deed without Warranty to Sphinx will contain a reverter that returns the property to DHADC if a construction permit is not applied for by Sphinx and construction financing is not closed within two years of conveyance. Sphinx will build affordable houses on the lots. The approximate square footage and sales prices of the houses will be from 1,260 to 1,800 square feet and from \$100,000 to \$200,000. The lots will be deed restricted for sale to a low income family and will require at least 25 per cent of the developed homes to be sold to households with gross household incomes not greater than 60 per cent of the Area Median Family Income (AMFI) as determined annually by HUD. A maximum of 30 per cent of the developed homes may be sold to households with gross incomes from 81 per cent to 115 per cent of the AMFI as determined annually by HUD.

If 30 per cent of the homes are sold to buyers at 81 per cent to 115 per cent of the AMFI, the remaining homes will be sold to buyers below 81 per cent of the AMFI and in compliance with the minimum 25 per cent requirement to sell to buyers below 60 per cent of the AMFI. DHADC will receive \$21,113.04 for the sales price, as calculated from the 2007-08 Land Bank Plan approved by City Council.

On June 18, 2003, Governor Rick Perry signed the Urban Land Bank Demonstration Program Act. The Act allows the governing body of a municipality to adopt an Urban Land Bank Demonstration Program in which the officer charged with selling real property ordered sold pursuant to foreclosure of a tax lien may sell certain eligible real property by private sale to a land bank for the purpose of affordable housing developments.

On January 28, 2004, the City Council approved the City of Dallas FY 2003-04 Urban Land Bank Demonstration Program Plan and authorized DHADC to amend its Articles of Incorporation and Bylaws to expand its purposes and authority to carry out the Urban Land Bank Demonstration Program Plan.

On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program previously approved by City Council on January 28, 2004.

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC contract to provide additional operating and acquisition funds.

### **BACKGROUND (continued)**

On August 24, 2005, the City Council authorized an amendment to the contract with DHADC to extend the term to November 1, 2006 and to allow the City to refer up to 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 26, 2006.

On August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan.

On January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank.

On October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan.

On December 13, 2006, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2007 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007.

On August 22, 2007, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2008 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008.

On October 10, 2007, the City Council approved the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

On January 28, 2004, the City Council established the Dallas Housing Acquisition and Development Corporation (DHADC) as its land bank, authorized amendments to the Articles of Incorporation and By-Laws of the DHADC, and authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-0458.

On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-1726.

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC Contract to provide additional operating and acquisition funds for FY 2004-05 by Resolution No. 04-2930.

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions) (continued)**

On August 24, 2005, the City Council authorized an amendment to the contract with DHADC to extend the term to November 1, 2006 and to allow the City to refer up to 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 26, 2006 by Resolution No. 05-2474.

On August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program by Resolution No. 05-2501.

On January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank by Resolution No. 06-0162.

On October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan by Resolution No. 06-2785.

On December 13, 2006, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2007 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007 by Resolution No. 06-3403.

On August 22, 2007, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2008 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008 by Resolution No. 07-2385.

On October 10, 2007, the City Council approved the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan by Resolution No. 07-2998.

### **FISCAL INFORMATION**

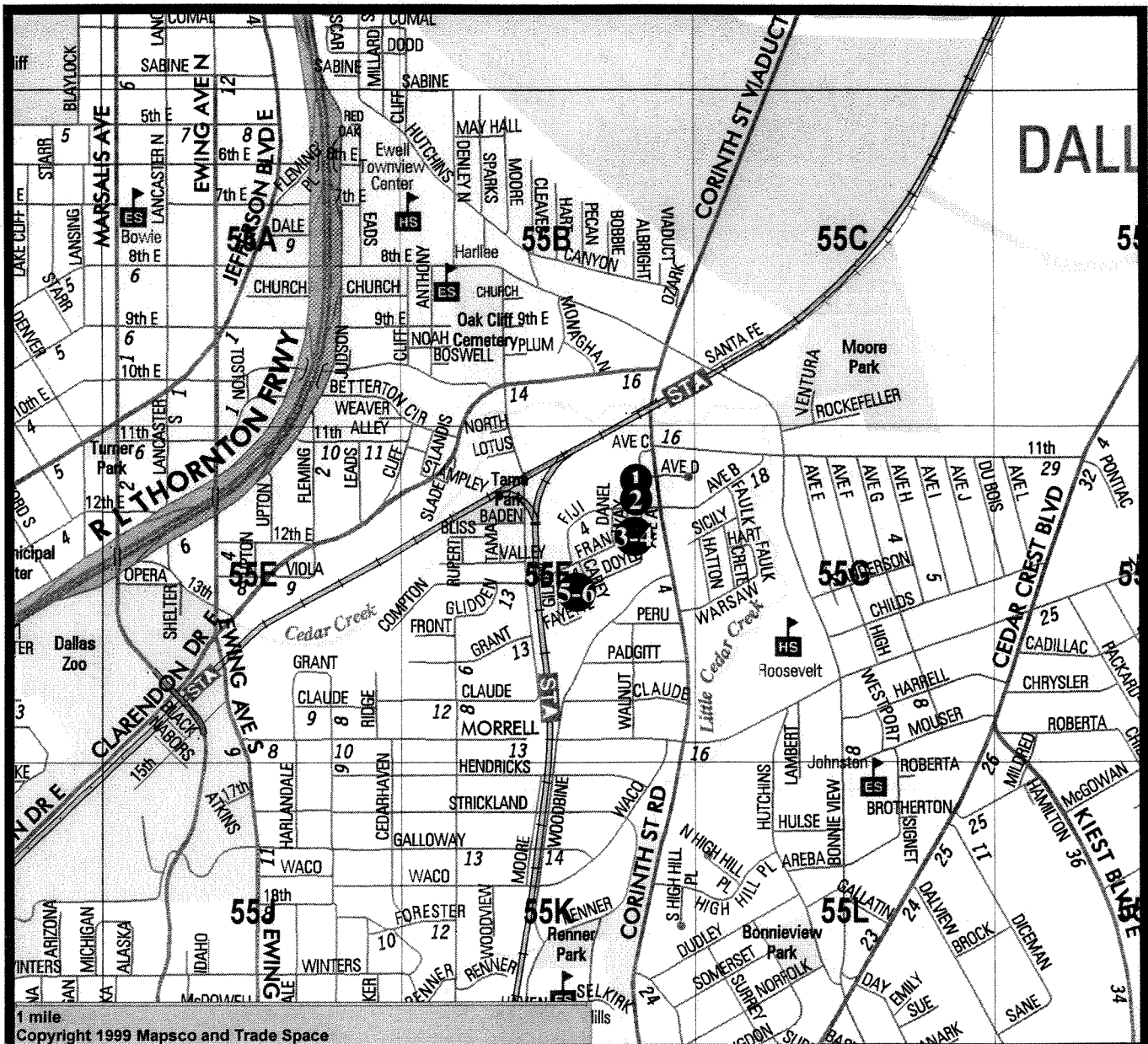
No cost consideration to the City.

### **MAP**

Attached

**Land Bank (DHADC) Sale of Lots  
to Sphinx Development Corporation**

<b><u>Property Address</u></b>	<b><u>Mapsco</u></b>	<b><u>Council District</u></b>	<b><u>Sales Price</u></b>
1. 315 Avenue A	55F	4	\$3,518.84
2. 331 Avenue A	55F	4	\$3,518.84
3. 427 Avenue A	55F	4	\$3,518.84
4. 431 Avenue A	55F	4	\$3,518.84
5. 1409 Doyle	55F	4	\$3,518.84
6. 1419 Doyle	55F	4	\$3,518.84
<b>Total</b>			<b>\$21,113.04</b>



PROPERTY ADDRESS	MAPSCO	COUNCIL DISTRICT	PROPERTY ADDRESS	MAPSCO	COUNCIL DISTRICT
1. 315 Avenue A	55F	4	4. 431 Avenue A	55F	4
2. 331 Avenue A	55F	4	5. 1409 Doyle	55F	4
3. 427 Avenue A	55F	4	6. 1419 Doyle	55F	4

April 23, 2008

**WHEREAS**, on January 28, 2004, the City Council established the Dallas Housing Acquisition and Development Corporation (DHADC) as its land bank for the purpose of acquiring, holding and transferring unimproved real property under Subtitle A, Title 12, Local Government Code, Chapter 379C and: 1) approved the City of Dallas Urban Land Bank Demonstration Program Plan; 2) approved the Program Statement for the Dallas Urban Land Bank Demonstration Program; 3) authorized amendments to the Articles of Incorporation and By-Laws of the DHADC; and 4) authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-0458; and

**WHEREAS**, on May 26, 2004, the City Council authorized a contract with the DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program approved by the City Council on January 28, 2004 by Resolution No. 04-1726; and

**WHEREAS**, on October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC Contract to provide additional operating and acquisition funds for FY 2004-05 by Resolution No. 04-2930; and

**WHEREAS**, on August 24, 2005, the City Council authorized an amendment to the contract with DHADC to extend the term to November 1, 2006 and to allow the City to refer up to 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 26, 2006 by Resolution No. 05-2474; and

**WHEREAS**, on August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan by Resolution No. 05-2501; and

**WHEREAS**, on January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank by Resolution No. 06-0162; and

**WHEREAS**, on October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan by Resolution No. 06-2785; and

**WHEREAS**, on December 13, 2006, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2007 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007 by Resolution No. 06-3403; and

April 23, 2008

**WHEREAS**, on August 22, 2007, the City Council authorized an amendment to the contract with DHADC to extend the term to September 30, 2008 and to allow the City to refer up to 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008 by Resolution No. 07-2385; and

**WHEREAS**, on October 10, 2007, the City Council approved the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan by Resolution No. 07-2998; and

**WHEREAS**, Sphinx Development Corporation (Sphinx) submitted a proposal and development plan to DHADC for 6 lots shown on Exhibit "A" and the DHADC Board has approved the development plan and sale, subject to City Council approval; and

**WHEREAS**, the City Council desires to approve the development plan shown on Exhibit "B" submitted by Sphinx and authorize the sale of the said 6 lots from DHADC to Sphinx to build affordable houses; **NOW, THEREFORE;**

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

**SECTION 1.** That the development plan shown on Exhibit "B" submitted by Sphinx and the sale of 6 lots shown on "Exhibit A" from DHADC to Sphinx is approved.

**SECTION 2.** That the City Manager, upon approval as to form by the City Attorney, is authorized to execute a release of lien for any non-tax liens included in the foreclosure judgment and any non-tax liens that may have been filed by the City post-judgment on the lots shown on "Exhibit A".

**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.

**DISTRIBUTION:**

Housing Department

City Attorney's Office

Office of Financial Services/Community Development, 4FN



# EXHIBIT "A"

LAND BANK PROPERTY				
PARCEL NUMBER	STREET ADDRESS LEGAL DESCRIPTION	QUALIFIED PURCHASER	NUMBER OF HOMEOWNER UNITS	SALE AMOUNT
1	<b>315 Avenue A</b> Lot 21, Oak Cliff Heights Addition Block 4720	Sphinx Development Corporation	1	\$3,518.84
2	<b>331 Avenue A</b> Lot 17, Oak Cliff Heights Addition Block 4720	Sphinx Development Corporation	1	\$3,518.84
3	<b>427 Avenue A</b> Lot 9, Oak Cliff Heights Addition Block 4615	Sphinx Development Corporation	1	\$3,518.84
4	<b>431 Avenue A</b> Lot 8, Oak Cliff Heights Addition Block 4715	Sphinx Development Corporation	1	\$3,518.84
5	<b>1409 Doyle</b> Lot 7, Miss Carrie Gilroy's Addition Block B/4710	Sphinx Development Corporation	1	\$3,518.84
6	<b>1419 Doyle</b> Lot 5, Miss Carrie Gilroy's Addition Block B/4710	Sphinx Development Corporation	1	\$3,518.84
<b>TOTAL</b>				<b>\$21,113.04</b>



**SECTION II: DEVELOPMENT PLAN****A. DESCRIPTION OF THE LAND REQUESTED FOR DEVELOPMENT**

- (1) Number of lots requested in this proposal. 6
- (2) Land Bank name for this parcel of lots. South Dallas (Fiji Street) – No. 1
- (3) Provide the property address and legal description of the land requested (attach extra sheets if necessary) (the "Property").

**SEE EXHIBIT A****B. DESCRIPTION OF PROPOSED HOUSES ENTITY WILL CONSTRUCT**

At least 25% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes not greater than 60% of AMFI. No more than 30% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes between 81% and 115% of AMFI. (At least 70% of the Land Bank properties sold during any fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes at 80% AMFI or less.)

**Single Family Home (to be sold to low income households at 60% or less of AMFI):**

Number of homes to be built on lots 1  
 Square Footage of each home 1260  
 Number of Bedrooms/Baths in each home 3 / 2  
 Number of Garages 1 Number of Carports      Detached      Attached X  
 Type of Exterior Veneer Masonry Which sides Front & Back  
 Your Sales Price ranges without Subsidies to Qualified Low Income Buyer 100 – 112K

**Single Family Home (to be sold to low income households at 80% or less of AMFI):**

Number of homes to be built on lots 3  
 Square Footage of each home 1580  
 Number of Bedrooms/Baths in each home 3 / 2  
 Number of Garages 2 Number of Carports      Detached      Attached X  
 Type of Exterior Veneer Masonry Which sides Front & Back  
 Your Sales Price ranges without Subsidies to Qualified Low Income Buyer 120 – 149K

**Single Family Home (to be sold to low income households between 81% and 115% of AMFI):**

Number of homes to be built on lots 2  
 Square Footage of each home 1800  
 Number of Bedrooms/Baths in each home 3 / 2  
 Number of Garages 2 Number of Carports      Detached      Attached X  
 Type of Exterior Veneer Masonry Which sides Front & Back  
 Your Sales Price ranges without Subsidies to Qualified Low Income Buyer 160 – 200K

Attach extra sheet(s) breaking out above information for each different model of home.

EXHIBIT B

C. CONSTRUCTION TIMETABLE

State the number of days it will take you to complete construction and sale of improved Property from the date of obtaining the executed deed from DHADC. Attach a schedule, if you desire. The deed conveying property sold by DHADC will include a right of reverter so that if the Entity does not apply for a construction permit and close on any construction financing within a two year period following the date of conveyance of the property from the DHADC to the Entity, the property will revert to the DHADC for subsequent resale.

Commencement of Construction 90 days  
Completion of Construction 270 days  
Sale of first affordable housing unit to low income households 360 days  
Sale of last affordable unit to low income households 720 days

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Housing

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 42U

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**SUBJECT**

Authorize **(1)** the acceptance of amended proposal from Builders of Hope Community Development Corporation for the development of 6 tracts of unimproved land obtained under the surplus process through the Land Transfer Program, and **(2)** a time extension for the development and execution of a Correction Quitclaim Deed and amended Deed Restrictions (list attached) - Financing: No cost consideration to the City

**BACKGROUND**

On February 19, 2004, Builders of Hope Community Development Corporation (BOH), a qualified nonprofit organization, submitted a proposal to the City for purchase of 6 tracts of unimproved land under the surplus process through the Land Transfer Program to develop single-family homes for low-income homebuyers. In accordance with the Land Transfer Program requirements, BOH submitted a proposal for the properties. On June 23, 2004, the City Council passed Resolution No. 04-2141 accepting BOH's proposal for the tracts of land. On September 3, 2004, the City Manager executed a Quitclaim Deed for the 6 tracts of land. BOH has completed the infrastructure for the development and has completed and sold 31 out of 60 affordable homes with 6 homes currently under construction. BOH now desires to request City Council approval of its amended proposal and will complete the remaining 29 homes by the new construction deadline date.

On March 21, 2008, BOH submitted a written modified Land Transfer proposal to the City to approve a change in the proposal to develop the 6 tracts of unimproved land. BOH proposes to extend the development period for the 6 tracts of unimproved land until September 3, 2010.

The 6 tracts of land are deed restricted for affordability, and the Deed Restrictions will be amended to allow BOH to provide affordable housing on the 6 tracts of land, in accordance with its amended proposal for the tracts of land as described above.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On December 8, 2003, the City Council approved Ordinance No. 25443, amending Chapter 2 of the Dallas City Code to authorize changes in and extension of the time lines under a nonprofit organization's proposal to develop affordable housing on land purchased through an alternate manner of sale of tax foreclosed and seized real property and to update references to applicable state law by Resolution No. 03-3354.

On June 23, 2004, the City Council accepted a proposal from BOH for the purchase of 6 tracts of unimproved land and authorized the execution of a Quitclaim Deed to the tracts of land, subject to five year deed restrictions and the written proposal submitted by BOH on February 19, 2004, by Resolution No. 04-2141.

On November 10, 2004, the City Council authorized the City Manager, or designee, to amend the program statement of the House Bill 110 Program to prohibit the placement of industrialized housing on properties sold by the City by Resolution No. 04-3193.

### **FISCAL INFORMATION**

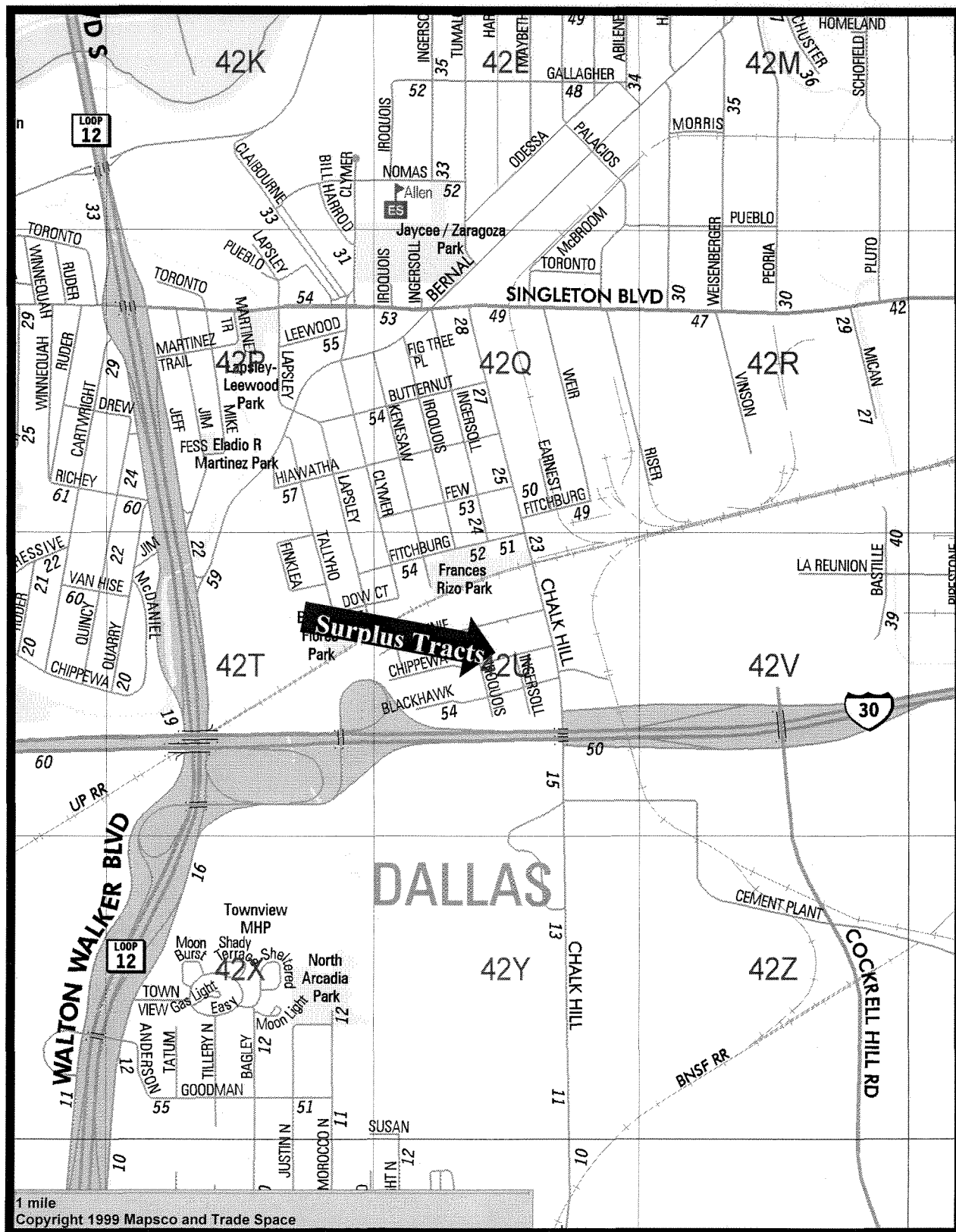
No cost consideration to the City.

### **MAP**

Attached

**Builders of Hope Community Development  
Corporation Properties Extension**

<b><u>Parcel</u></b>	<b><u>Property</u></b>	<b><u>Council District</u></b>
1.	2200 Iroquois	6
2.	5200 Fannie	6
3.	2202 Ingersoll	6
4.	2123 Ingersoll	6
5.	2005 Ingersoll	6
6.	2006 Ingersoll	6



**MAPSCO 42U**



April 23, 2008

**WHEREAS**, the City of Dallas acquired the 6 tracts of land identified by legal description and the volume and page number of acquisition deed recorded in the real property records of the county in which the property is located, ("Property") shown on Exhibit "A" attached hereto and made a part hereof; and

**WHEREAS**, on February 19, 2004, Builders of Hope Community Development Corporation (BOH) submitted a written proposal (Proposal) to purchase the Property and construct affordable housing on each Property; and

**WHEREAS**, on June 23, 2004, the City Council accepted a Proposal from BOH for the Property and authorized the execution of a Quitclaim Deed to the Property, subject to five year deed restrictions for affordability and written proposal submitted by BOH by Resolution No. 04-2141; and

**WHEREAS**, BOH did not complete the development of the Property by the construction deadline date and now requests a change in its Proposal to extend the time line to develop the Property; **NOW, THEREFORE;**

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

**SECTION 1.** That the amended Proposal, submitted by BOH on March 21, 2008 and summarized on Exhibit "A" hereto, be accepted by the City of Dallas for the Property shown on Exhibit "A".

**SECTION 2.** That the City Manager is authorized to execute, upon approval as to form by the City Attorney, a Correction Quitclaim Deed and an amendment to the Deed Restrictions for the Property. The amended Deed Restrictions will reflect the acceptance of the March 21, 2008 amendment to the Proposal for the Property from BOH to extend the term for providing the affordable housing per Exhibit "A" (attached).

**SECTION 3.** That the City's acceptance of the Proposal does not obligate the City of Dallas to expend any funding for the development of the Property.

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

**DISTRIBUTION:**

Housing Department  
City Attorney's Office  
Office of Financial Services/Community Development, 4FN

## EXHIBIT A

### **Builders of Hope Community Development Corporation Properties Extension**

<u>Parcel</u>	<u>Property</u>	<u>Land Transfer Program</u>	<u>Time Line Extension</u>
1.	2200 Iroquois	Surplus	September 3, 2010
2.	5200 Fannie	Surplus	September 3, 2010
3.	2202 Ingersoll	Surplus	September 3, 2010
4.	2123 Ingersoll	Surplus	September 3, 2010
5.	2005 Ingersoll	Surplus	September 3, 2010
6.	2006 Ingersoll	Surplus	September 3, 2010

## AGENDA ITEM # 41

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 7  
**DEPARTMENT:** Housing  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 55B

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### SUBJECT

Authorize **(1)** the acceptance of amended proposals from Texas Heavenly Homes, Ltd. for the development of 3 unimproved properties obtained under the non-tax lien process through the Land Transfer Program, and **(2)** a time extension for the development and execution of amended Deed Restrictions (list attached) - Financing: No cost consideration to the City

### BACKGROUND

On June 15, 1999, July 6, 1999 and March 7, 2002, Texas Heavenly Homes, Ltd. (THH) submitted 3 proposals to the City for the private purchase of 3 properties under the non-tax lien process through the Land Transfer Program to develop single-family homes for low-income homebuyers. In accordance with the Land Transfer Program requirements, THH paid the taxes in the amount of \$62.82 and executed an unsecured note in the amount of \$1,547.10 for the non-tax liens for 511 N. Denley. THH paid the taxes in the amount of \$ 3,978.22 and executed an unsecured note in the amount of \$1,432.67 for the non-tax liens for 432 N. Denley. THH paid the taxes in the amount of \$ 3,213.36 and executed an unsecured note in the amount of \$7,445.19 for the non-tax liens for 410 Sparks. On June 22, 2005, August 24, 2005 and October 26, 2005, the City Council passed Resolution Nos. 05-1925, 05-2519 and 05-3036 accepting THH's proposals for the properties. On August 22, 2005, October 25, 2005 and April 6, 2006, the City Manager accepted an assignment to the various properties. THH did not develop the Properties by the construction deadline dates and now desires to request City Council approval of its amended proposals.

On March 21, 2008, THH submitted written modified Land Transfer Proposals to the City to approve changes in the proposals to develop 3 unimproved Properties. THH proposes to extend the development periods for the property at 511 N. Denley until August 22, 2011, for 432 N. Denley until October 24, 2011 and for 410 Sparks until April 7, 2012.

## **BACKGROUND (continued)**

The Properties are deed restricted for affordability, and the Deed Restrictions will be amended to allow THH to provide affordable housing on each Property, in accordance with its amended proposal for that property as described above.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On December 8, 2003, the City Council approved Ordinance No. 25443, amending Chapter 2 of the Dallas City Code to authorize changes in and extension of the time lines under a nonprofit organization's proposal to develop affordable housing on land purchased through an alternate manner of sale of tax foreclosed and seized real property and to update references to applicable state law by Resolution No. 03-3354.

On November 10, 2004, the City Council authorized the City Manager, or designee, to amend the program statement of the House Bill 110 Program to prohibit the placement of industrialized housing on properties sold by the City by Resolution No. 04-3193.

On June 22, 2005, the City Council accepted a proposal from THH for the private purchase of 1 vacant lot and authorized the execution of a lien release and an unsecured note for non-tax liens on the property, subject to five year deed restrictions and the written proposal submitted by THH on March 3, 2005 by Resolution No. 05-1925.

On August 24, 2005, the City Council accepted a proposal from THH for the private purchase of 1 vacant lot and authorized the execution of a lien release and an unsecured note for non-tax liens on the property, subject to five year deed restrictions and the written proposal submitted by THH on February 16, 2005 by Resolution No. 05-2519.

On October 26, 2005, the City Council accepted a proposal from THH for the private purchase of 1 vacant lot and authorized the execution of a lien release and an unsecured note for non-tax liens on the property, subject to five year deed restrictions and the written proposal submitted by THH on February 16, 2005 by Resolution No. 05-3036.

## **FISCAL INFORMATION**

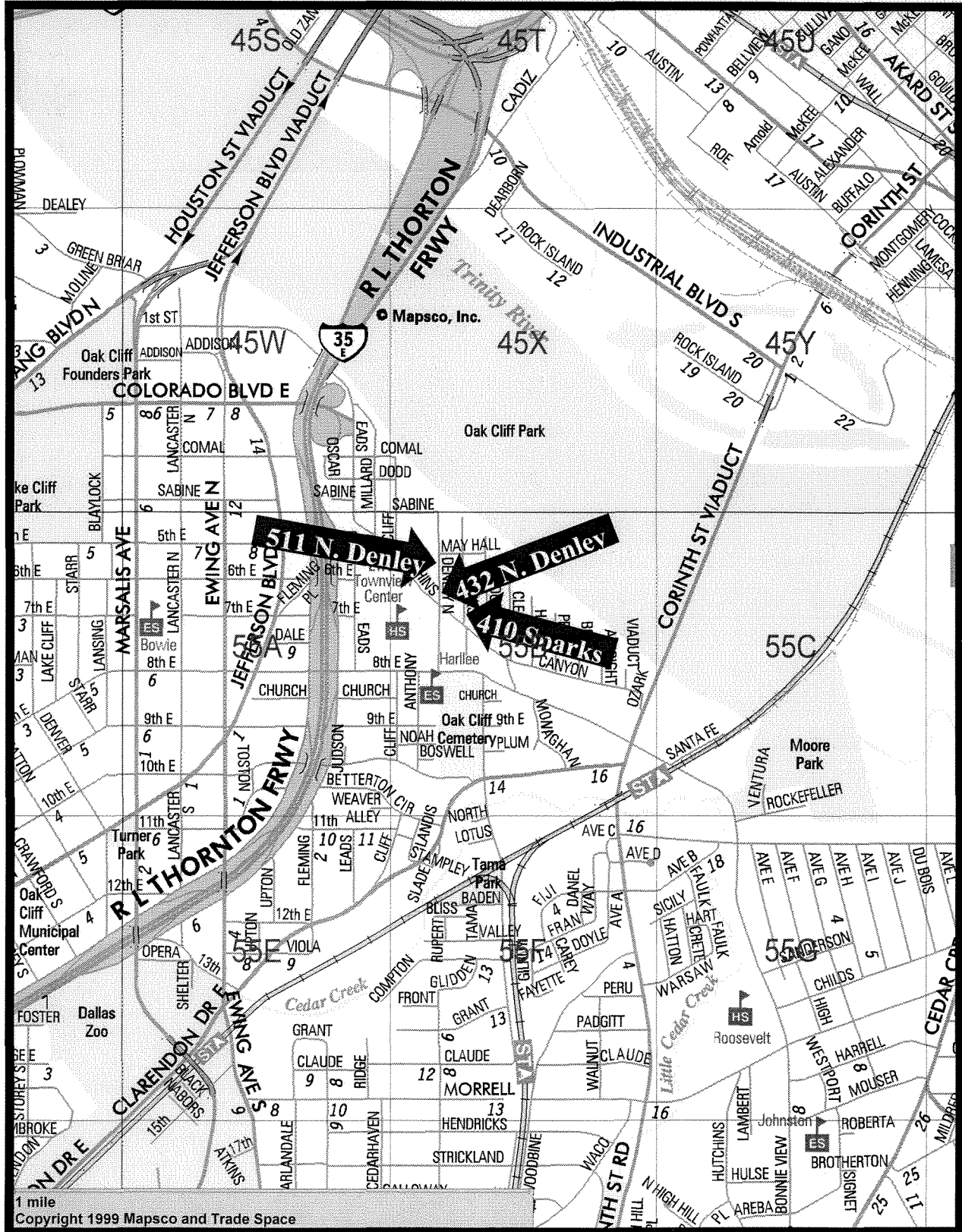
No cost consideration to the City

## **MAP(s)**

Attached

**Texas Heavenly Homes, Ltd.  
Unimproved Properties**

<b><u>Parcel</u></b>	<b><u>Property</u></b>	<b><u>Council District</u></b>
1.	511 North Denley	7
2.	432 North Denley	7
3.	410 Sparks	7



MAPSCO 55B

April 23, 2008

**WHEREAS**, on June 15, 1999, July 6, 1999 and March 7, 2002, Texas Heavenly Homes, Ltd. (THH) submitted 3 proposals ("Proposals") to the City for the private purchase of 3 Properties shown on Exhibit "A" ("Properties") under the non-tax lien process through the Land Transfer Program to develop single-family homes for low-income homebuyers; and

**WHEREAS**, on June 22, 2005, August 24, 2005 and October 26, 2005, the City Council passed Resolution Nos. 05-1925, 05-2519 and 05-3036 accepting THH's proposals for the Properties and authorizing the execution of lien releases and unsecured notes for non-tax liens on the Properties, subject to five year deed restrictions for affordability and written proposals submitted by THH; and

**WHEREAS**, THH Acquired the Properties through private sales; and

**WHEREAS**, THH did not develop the Properties by the construction deadline dates and now requests changes in its proposals to extend the time lines to develop the Properties; **NOW, THEREFORE**;

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

**SECTION 1.** That the amended Proposals, submitted by THH on March 21, 2008 and summarized on Exhibit "A" hereto, be accepted by the City of Dallas for the 3 Properties shown on Exhibit "A".

**SECTION 2.** That the City Manager is authorized to execute, upon approval as to form by the City Attorney, the amendments to the Deed Restrictions for the 3 Properties. The amended Deed Restrictions will reflect the acceptance of the March 21, 2008 amendment to the Proposals for the Properties from THH to extend the term for providing the affordable housing per Exhibit "A" (attached).

**SECTION 3.** That the City's acceptance of the Proposals does not obligate the City of Dallas to expend any funding for the development of the Properties.

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

**DISTRIBUTION:**

Housing Department  
City Attorney's Office  
Office of Financial Services/Community Development, 4FN

## EXHIBIT A

### **Texas Heavenly Homes, Ltd. Properties Extension**

<u>Parcel</u>	<u>Property</u>	<u>Land Transfer Program</u>	<u>Time Line Extension</u>
1.	511 North Denley	Non-tax lien	August 22, 2011
2.	432 North Denley	Non-tax lien	October 24, 2011
3.	410 Sparks	Non-tax lien	April 7, 2012



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 3  
**DEPARTMENT:** Housing  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 44N

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**SUBJECT**

Authorize **(1)** the acceptance of an amended proposal from Builders of Hope Community Development Organization for the development of 1 unimproved property located at 1715 Pueblo obtained under the HB110 process through the Land Transfer Program, and **(2)** a time extension for the development and amended Deed Restrictions - Financing: No cost consideration to the City

**BACKGROUND**

On April 21, 2004, Builders of Hope Community Development Organization (BOH), a qualified nonprofit organization, submitted a proposal to the City for purchase of 1 unimproved tax-foreclosed property located at 1715 Pueblo under HB110 to develop a single-family home for a low-income homebuyer. In accordance with the HB110 Program requirements, BOH submitted a bid of \$1,000.00 for the property. On September 22, 2004, the City Council passed Resolution No. 04-2839 accepting BOH's proposal and bid for the property. Dallas County and Dallas Independent School District also approved the sale of the property through the HB110 Program. On September 23, 2004, the City Manager executed a Quitclaim Deed for the property. BOH did not develop the Property by the construction deadline date and now desires to request City Council approval of its amended proposal.

On March 21, 2008, BOH submitted a written modified Land Transfer Proposal to the City to extend the development period for the property until March 5, 2011.

The property is deed restricted for affordability, and the Deed Restrictions will be amended to allow BOH to provide affordable housing on the property, in accordance with its amended proposal as described above.

This action requires the approval of all taxing units.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On December 8, 2003, the City Council approved Ordinance No. 25443, amending Chapter 2 of the Dallas City Code to authorize changes in and extension of the time lines under a nonprofit organization's proposal to develop affordable housing on land purchased through an alternate manner of sale of tax foreclosed and seized real property and to update references to applicable state law by Resolution No. 03-3354.

On September 22, 2004, the City Council accepted a bid from BOH for the purchase of 1 vacant lot and authorized the execution of a Quitclaim Deed to the Property, subject to five year deed restrictions and the written proposal submitted by BOH on April 21, 2004 by Resolution No. 04-2839.

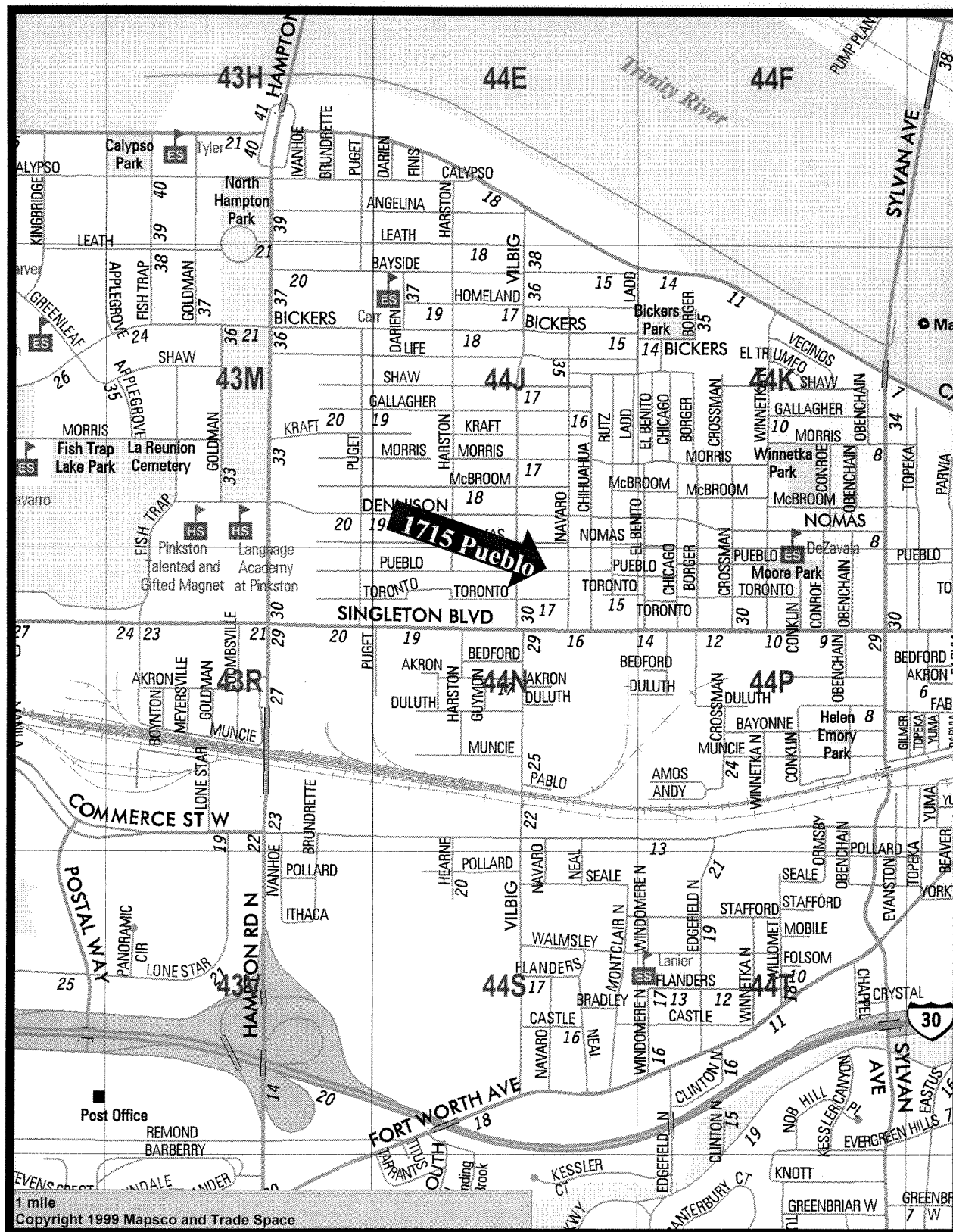
On November 10, 2004, the City Council authorized the City Manager, or designee, to amend the program statement of the House Bill 110 Program to prohibit the placement of industrialized housing on properties sold by the City by Resolution No. 04-3193.

### **FISCAL INFORMATION**

No cost consideration to the City.

### **MAP**

Attached



MAPSCO 44N



April 23, 2008

**WHEREAS**, the City of Dallas, for itself and as trustee on behalf of the County of Dallas, and the Dallas Independent School District acquired a Sheriff's Deed to the property (Property) at a sheriff's tax sale (attached list on Exhibit "A"); and

**WHEREAS**, on April 21, 2004, Builders of Hope Community Development Organization (BOH) submitted a written proposal (Proposal) to purchase the Property and construct an affordable house on the Property; and

**WHEREAS**, pursuant to the provisions of Chapter 34, Section 34.015 of the Property Tax Code (redesignated as Local Government Code Section 253.010), the City Council, on September 22, 2004 by Resolution No. 04-2839, accepted a bid from BOH for the Property and authorized the execution of a Quitclaim Deed to the Property, subject to five year deed restrictions for affordability and a written proposal submitted by BOH; and

**WHEREAS**, BOH did not develop the Property by the construction deadline date and now requests a change in its Proposal to extend the time line to develop the Property;  
**NOW, THEREFORE;**

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

**SECTION 1.** That the amended Proposal, submitted by BOH on March 21, 2008 and summarized on Exhibit "A" hereto, be accepted by the City of Dallas for the Property shown on Exhibit "A".

**SECTION 2.** That the City Manager is authorized to execute, upon approval as to form by the City Attorney, an amendment to the deed restrictions for the Property. The amended deed restrictions will reflect the acceptance of the March 21, 2008 amendment to the Proposal for the Property from BOH to extend the term for providing the affordable housing per Exhibit "A" (attached).

**SECTION 3.** That the City's acceptance of the Proposal does not obligate the City of Dallas to expend any funding for the development of the Property.

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

**DISTRIBUTION:**

Housing Department  
City Attorney's Office  
Office of Financial Services/Community Development, 4FN

## **EXHIBIT A**

<u>Parcel</u>	<u>Property</u>	<u>Land Transfer Program</u>	<u>Time Line Extension</u>
1.	1715 Pueblo	HB110	March 5, 2011

## AGENDA ITEM # 43

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 7  
**DEPARTMENT:** Housing  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 55B

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### SUBJECT

Authorize **(1)** the release of non-tax City liens against 2 privately held vacant properties located at 433 Sparks Avenue and 505 Sparks Avenue, in exchange for Texas Heavenly Homes, Ltd. providing an unsecured promissory note in the amount of the non-tax liens, estimated to be \$1,421 for the property at 433 Sparks Avenue and \$3,130 for the property at 505 Sparks Avenue, paying all delinquent taxes, penalties and interest on the properties, and providing affordable housing on each property for low-income households in accordance with the City's Land Transfer Policy and Program Statement and **(2)** an exception to the City's Land Transfer Policy and Program Statement extending the development period from 2 years to 4 years of release of non-tax liens - Estimated revenue foregone: \$4,551

### BACKGROUND

Texas Heavenly Homes, Ltd. (THH), a private developer and homebuilder, has entered into contracts for sale with the property owners to purchase 2 vacant properties. THH is anticipating closing on the properties on or before June 30, 2008.

THH submitted the appropriate proposals to the City requesting the release of non-tax liens against privately held vacant properties. THH proposes to pay-off the delinquent property taxes, penalties and interest on the properties at closing and develop affordable housing on the properties in exchange for the City's releasing non-tax liens. There is approximately \$777.37 in delinquent property taxes, penalties and interest, and approximately \$1,420.84 in City liens for the removal of weeds against the property at 433 Sparks Avenue. Also, there is approximately \$1,255.55 in delinquent property taxes, penalties and interest, and approximately \$3,129.97 in City liens for removal of weeds, securing and demolition against the property at 505 Sparks Avenue.

### **BACKGROUND (continued)**

THH proposes to construct two houses (three bedrooms and two baths) on the properties for sale at approximately \$90,000 to \$125,000 each to low-income homebuyers. Evidence of having pre-qualified homebuyers acceptable to the City with income at 80% or below of the Area Median Family Income is required prior to the qualified entity obtaining interim construction loan financing from its lender.

The anticipated commencement date of construction is December 2008. However, the construction of each house must be completed within 4 years of releasing the non-tax liens. THH will execute an unsecured note payable to the City in the amount of the non-tax liens, which will be released upon the sale of each house to low-income homebuyers. The improved properties will also be deed restricted as affordable housing for five (5) years.

THH is requesting an exception to the City's Land Transfer Policy and Program Statement which will extend the development period from 2 years to 4 years from the date of release of the non-tax liens. This extra time will allow them to assemble a sufficient number of properties in order to begin the development.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item has no prior action.

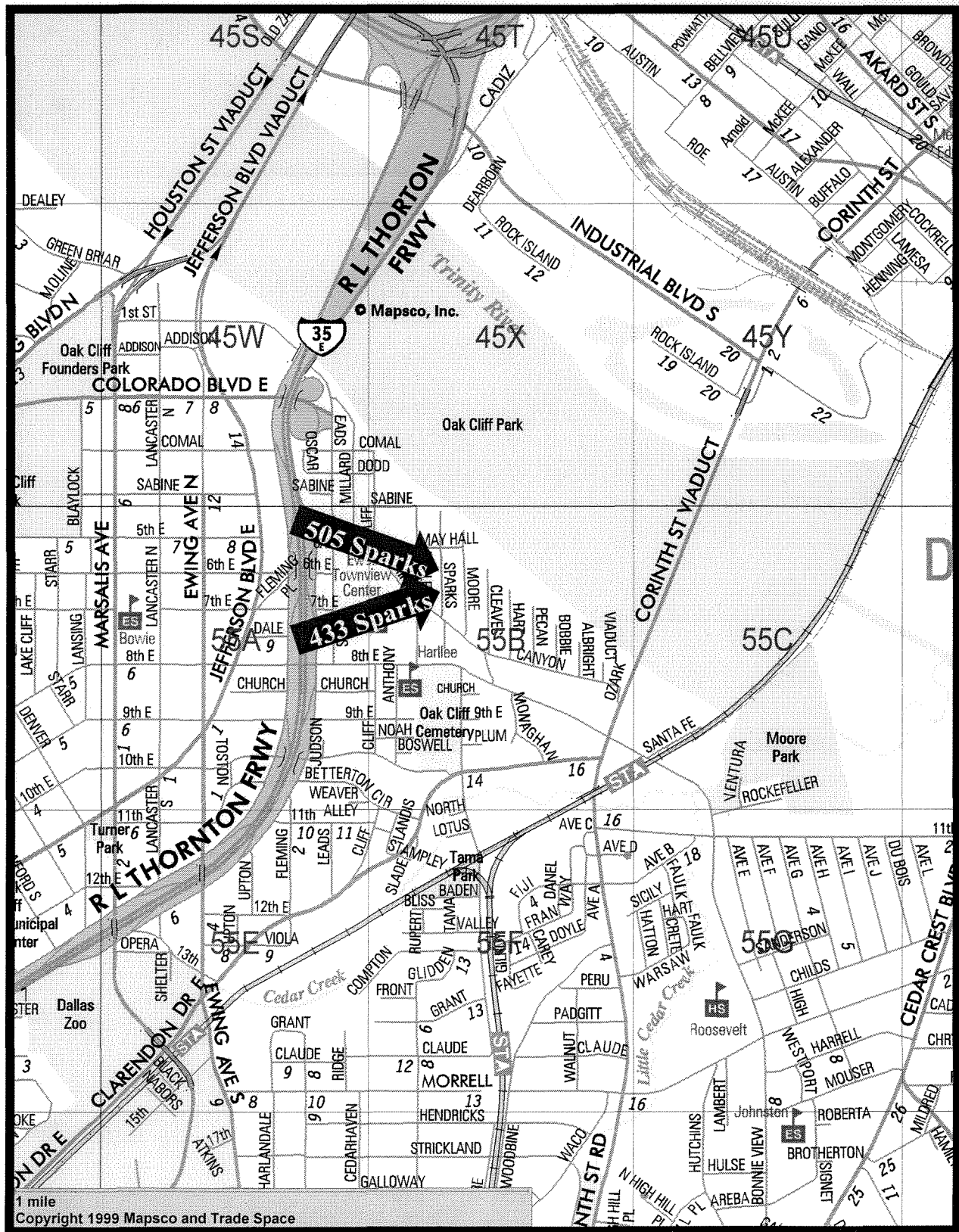
### **FISCAL INFORMATION**

Estimated revenue foregone: \$4,551

### **MAP**

Attached





MAPSCO 55B



April 23, 2008

**WHEREAS**, Texas Heavenly Homes, Ltd. (THH) submitted 2 written requests (Proposals) asking the City to release the non-tax liens (weed, securing and demolition) on the two (2) unimproved privately held properties located at 433 Sparks Avenue and 505 Sparks Avenue (Property), in exchange for paying delinquent property taxes, penalties and interest and development of one (1) affordable house on each property; and

**WHEREAS**, the Seller's deed to each Property will contain:

(1) a requirement that THH develop one (1) unit on each property as affordable housing for low-income households, within four (4) years of release of non-tax liens,

(2) a requirement that THH transfer title to and secure occupancy of the improved property by low-income households (households whose incomes are at or below 80% of area median income) within four (4) years of release of non-tax liens,

(3) deed restrictions on the Property, acceptable to the City, requiring the improved property to remain affordable to low-income households for five (5) years after initial occupancy,

(4) right assigned to the City to acquire the Property in the event THH does not timely develop and sell the improved Property, in accordance with the Proposal, to low-income individuals or families whose income qualifications have been approved by the City; and

**WHEREAS**, THH will pay delinquent property taxes, penalties and interest owed to all taxing units at or prior to its closing of the purchase of each Property; and

**WHEREAS**, simultaneous with the release of non-tax liens on a Property, THH will execute an unsecured promissory note for the value of the non-tax liens which will be released at closing of the sale of the affordable housing unit to a low income household; and

**WHEREAS**, THH will provide income information to the City on the homebuyers of 433 Sparks Avenue and 505 Sparks Avenue for verification and approval, prior to the time that THH obtains interim construction loan financing from its lender; **NOW, THEREFORE;**

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

**Section 1.** That the City Manager, or designee, is authorized to execute a lien release in the original principal amount of \$945.16 for weed liens, including an additional estimated \$475.68 in penalties and interest accruing to the date of closing, on the privately-owned unimproved property at 433 Sparks Drive, and such releases to be approved as to form by the City Attorney and attested by the City Secretary.

April 23, 2008

**Section 2.** That the City Manager, or designee, is authorized to execute a lien release in the original principal amount of \$1,874.00 for weed, securing and demolition liens, including an additional estimated \$1,255.97 in penalties and interest accruing to the date of closing, on the privately-owned unimproved property at 505 Sparks Avenue, and such releases to be approved as to form by the City Attorney and attested by the City Secretary.

**Section 3.** That the City Manager, or designee, is authorized to deliver the non-tax lien release for a Property to THH, contingent upon: (1) payment of delinquent property taxes, penalties and interest on that Property (2) issuance of title insurance to THH with any liens acceptable to the City, (3) the consent of any lien-holders to deed restrictions executed on that Property, (4) approval of the seller's deed and deed restrictions for the Property by the City Attorney, and (5) execution of unsecured promissory note by THH for the value of the non-tax liens that will be released at closing of the sale of the affordable housing unit on the Property to low-income households.

**Section 4.** That the Seller's deed to each Property will contain:

(1) a requirement that THH develop one (1) unit on each property as affordable housing for low-income households within four (4) years of release of non-tax liens,

(2) a requirement that THH transfer title to and secure occupancy of the improved property by low-income households (households whose incomes are at or below 80% of area median income) within four (4) years of release of the non-tax liens,

(3) deed restrictions on the Property, acceptable to the City, requiring the improved Property to remain affordable to low-income households for five (5) years after initial occupancy, and

(4) right assigned to the City to acquire the Property in the event THH does not timely develop and sell the improved property, in accordance with the proposals, to low-income individuals or families whose income qualifications have been approved by the City.

**Section 5.** That the City's acceptance of the written request does not obligate the City of Dallas to provide any funding for the development of the Property.

**Section 6.** That THH is prohibited from selling the Property to any person who has been delinquent on City taxes or non-tax accounts in the preceding 5 years.

**Section 7.** That the City Manager, or designee, is authorized to release the unsecured promissory note in the estimated amount of \$1,420.84 for the property at 433 Sparks Avenue and \$3,129.97 for the property at 505 Sparks Avenue for the value of the non-tax liens (demolition, securing and weed liens) upon THH's compliance with the sale of the respective improved property at 433 Sparks Avenue and 505 Sparks Avenue to approved low-income households within four (4) years of the date of release of the non-tax liens.

April 23, 2008

**Section 8.** That the City Manager, or designee, is authorized to execute instruments, approved as to form by the City Attorney, terminating the deed restrictions to the Property and releasing the City's right to forfeiture of the Property upon compliance with the terms of the instruments.

**Section 9.** That an exception to the City's Land Transfer Policy and Program Statement is authorized which will extend the development period from 2 years to 4 years from the date of release of the non-tax liens.

**Section 10.** 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.

**DISTRIBUTION:**

Housing Department  
City Attorney's Office  
Office of Financial Services/Community Development, 4FN  
Office of Property Management



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 3, 4, 5, 7, 8

**DEPARTMENT:** Housing

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 44J 46M 55P 55Y 64Y 65F 66A

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**SUBJECT**

Authorize **(1)** an amendment to Resolution No. 07-3306 previously approved on November 12, 2007, to provide that the maximum \$87,500 Reconstruction/SHARE loan may include an amenities package and **(2)** the reconstruction on-site of 9 homes in accordance with the Reconstruction/SHARE Program Statement requirements for homeowners and properties (list attached) - Total not to exceed \$781,880 - Financing: 2000-2001 Home Funds (\$87,499), 2005-2006 HOME Funds (\$276,375), 2006-2007 HOME Funds (\$216,355), 2007-2008 HOME Funds (\$172,280), 2006-2007 Community Development Grant Funds (\$29,371)

**BACKGROUND**

On November 12, 2007, City Council approved amendment of the Program Statement for the Home Repair Program which authorizes loans for reconstruction on-site of new homes to low-income homeowners in Dallas earning less than 50% Citywide and 80% in NIP areas of Area Median Family Income (AMFI). This item further clarifies the authorization amendment to the Program Statement for the Reconstruction/SHARE program to provide that up to \$5,900 of the maximum \$87,500 may be used by the borrower/homeowner for an amenities package. (Maximum Program funding is up to \$87,500 for a new home on-site approximately 1,200 sq ft).

City Council authorization is also required prior to proceeding with reconstruction on-site when all of the following conditions exist: (a) repairs necessary to meet the City's locally adopted Housing Rehabilitation Standards or Federal Housing Quality Standards and all applicable codes cannot be accomplished within the program funding limits; (b) the conditions of the home create an imminent danger to the life, health and/or safety of the residents and/or the neighborhood; and (c) repairs are not feasible in that they will not extend the life of the repaired structure beyond 15 years.

## **BACKGROUND (continued)**

The following homeowners and properties described are eligible for a loan to reconstruct the home on-site: Martha Polk, a 74 year-old female 1714 S. Denley Drive; Pearlie Willis, a 69 year-old female 4034 Kostner Avenue; Earnestine Graham, a 72 year-old widow 2302 Stovall Drive; Hector Martinez, a 63 year-old male and his wife Florinda Martinez, a 56 year-old female 1507 Rowan Avenue; Ella Mae Seaton, a 61 year-old widow 1427 Barry Avenue; Antoinette Walker, a 55 year-old female 2024 Bickers Street; Sandra Cornell, a 54 year-old disabled female 709 Bluewood Drive; Theartis Brown, a 82 year-old widow 2950 Marjorie Avenue; and Doris Malone, a 68 year-old widow 1425 Rowan Avenue are all at 50% and below AMFI, and are eligible for a loan to reconstruct the homes on-site.

This action provides authority to proceed with reconstruction of 9 single-family homes on-site, as all conditions noted above have been met.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On October 28, 1998, the City Council authorized the Program Statement authorizing the Housing Department to implement the Home Improvement Loan Program and included clarification of procedures for reconstruction on-site under certain conditions by Council Resolution No. 98-3157.

On August 23, 2000, the City Council authorized approval of the Program Statement for the Home Improvement Loan Program by Resolution No. 00-2656.

On June 27, 2001, the City Council authorized approval of a program statement for the Home Repair Program by Resolution No. 01-2049.

On August 14, 2002, the City Council authorized the Program Statement for the Home Repair Program by Resolution No. 02-2272.

On October 23, 2002, the City Council authorized the Program Statement for the Home Repair Program by Resolution No. 02-3047.

On October 22, 2003, the City Council authorized the Program Statement for the Replacement and SHARE Housing Program by Resolution No. 03-2833.

On June 23, 2004, the City Council authorized an amendment to the Program Statement for the Replacement and SHARE Housing Program by Resolution No. 04-2097.

On October 18, 2004, the Housing and Neighborhood Development Committee recommended increasing the Maximum loan for a replacement home to \$70,000.



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

On November 10, 2004, the City Council authorized an amendment to the Program Statement for the Replacement and SHARE Housing Program to increase the maximum amount to \$70,000 by Resolution No. 04-3194.

On November 12, 2007, the City Council authorized the Program Statement authorizing the Housing Department to implement the Reconstruction/SHARE Program Statement for reconstruction on-site under certain conditions for assistance up to \$87,500 by Council Resolution No. 07-3306.

### **FISCAL INFORMATION**

2000-2001 HOME Funds (87,499)  
2005-2006 HOME Funds (\$276,375)  
2006-2007 HOME Funds (\$216,355)  
2007-2008 HOME Funds (\$172,280)  
2006-2007 Community Development Grant Funds (\$29,371)

Council District 3 - \$ 86,500  
Council District 4 - \$261,500  
Council District 5 - \$ 86,500  
Council District 7 - \$259,880  
Council District 8 - \$ 87,500

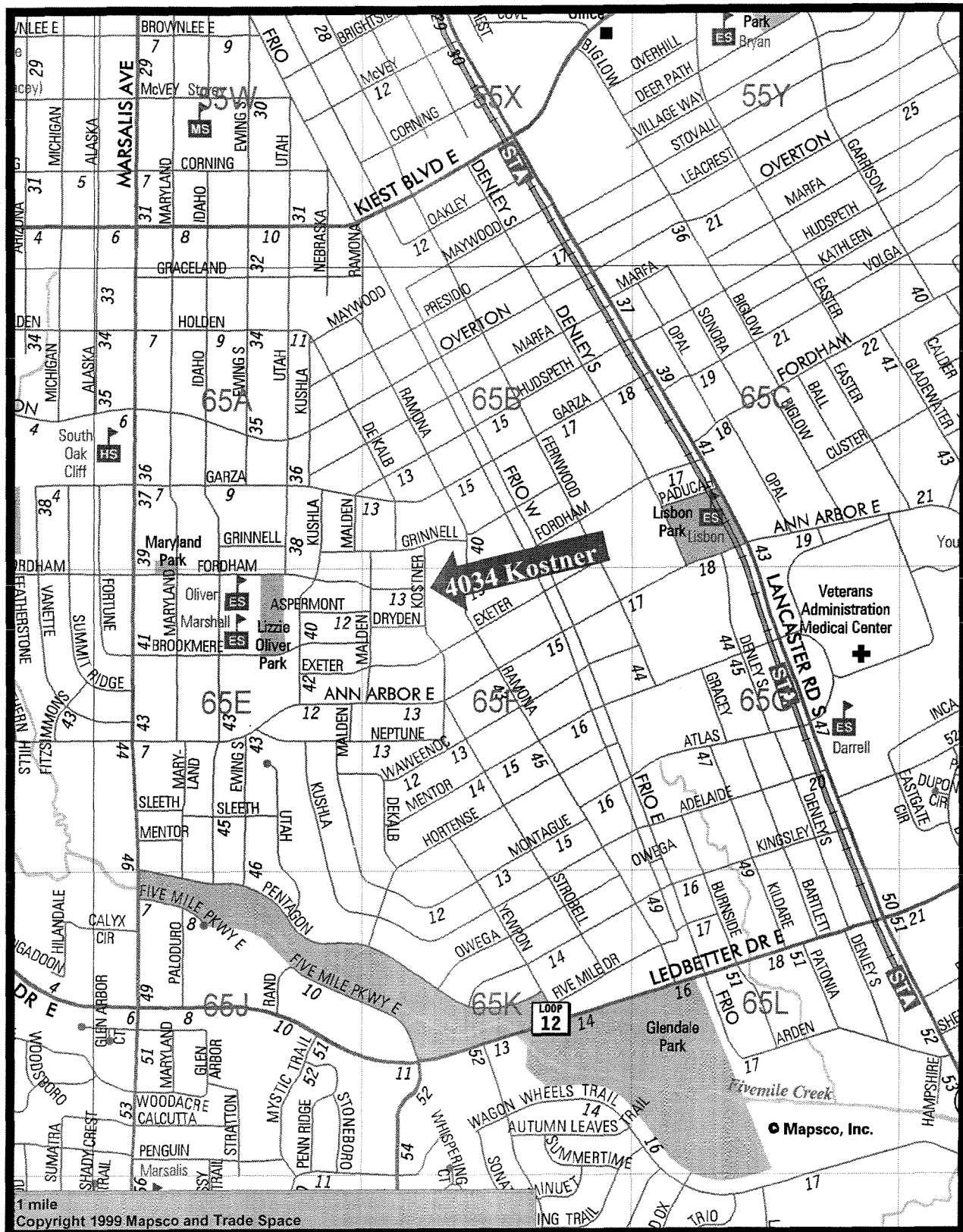
### **MAP(S)**

Attached

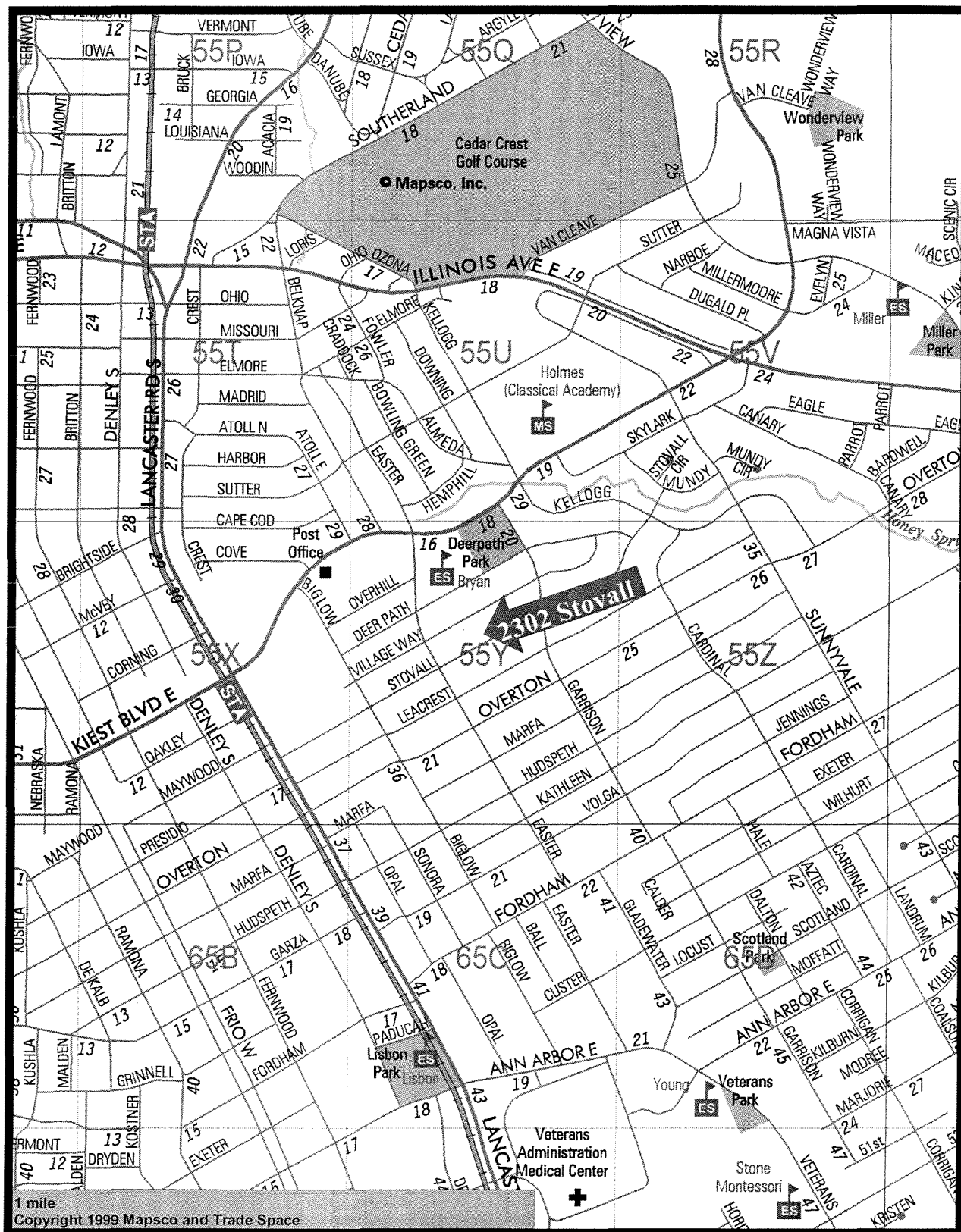
### Reconstruction List

<u>Property Address</u>	<u>Homeowner</u>	<u>Council District</u>	<u>Amount Funded</u>
1714 S. Denley Dive	Martha Polk	4	\$87,500
4034 Kostner Avenue	Pearlie Willis	4	\$87,500
2302 Stovall Drive	Earnestine Graham	4	\$86,500
1507 Rowan Avenue	Hector & Florinda Martinez	7	\$87,500
1427 Barry Avenue	Ella Mae Seaton	7	\$87,500
2024 Bickers Street	Antoinette Walker	3	\$86,500
709 Bluewood Drive	Sandra Cornell	8	\$87,500
2950 Marjorie Avenue	Theartis Brown	5	\$86,500
1425 Rowan Avenue	Doris Malone	7	\$84,880

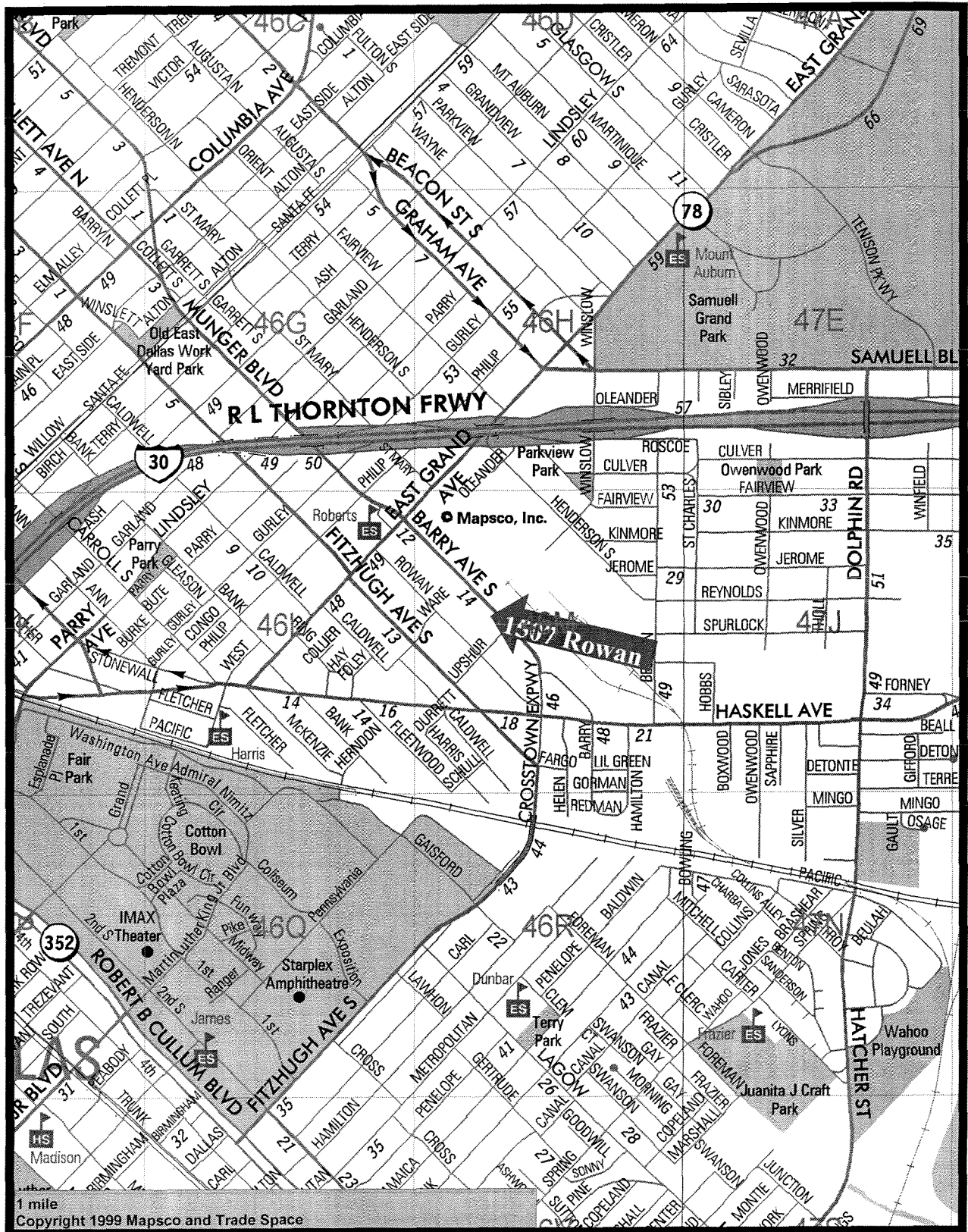




MAPSCO 65F

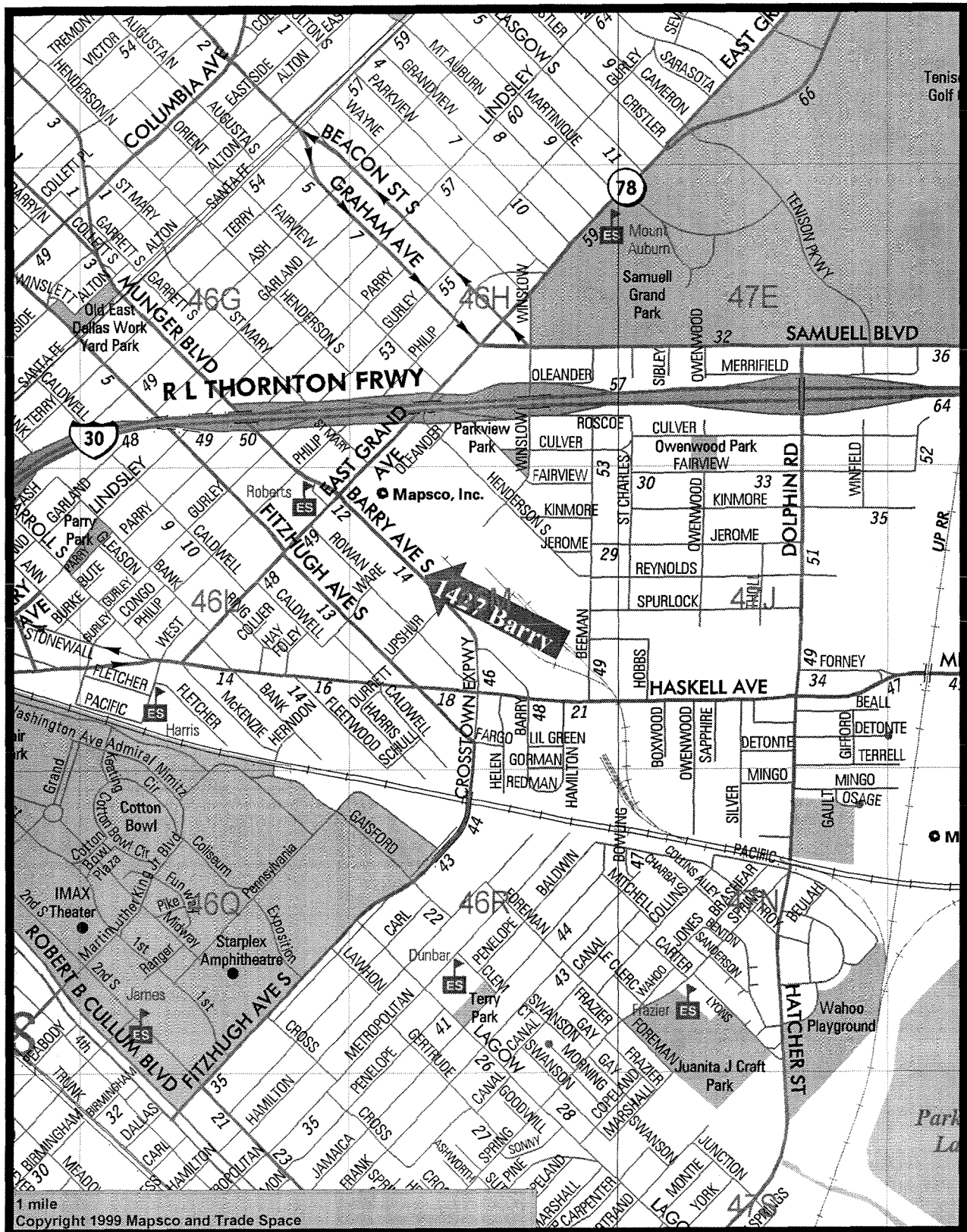


MAPSCO 55Y

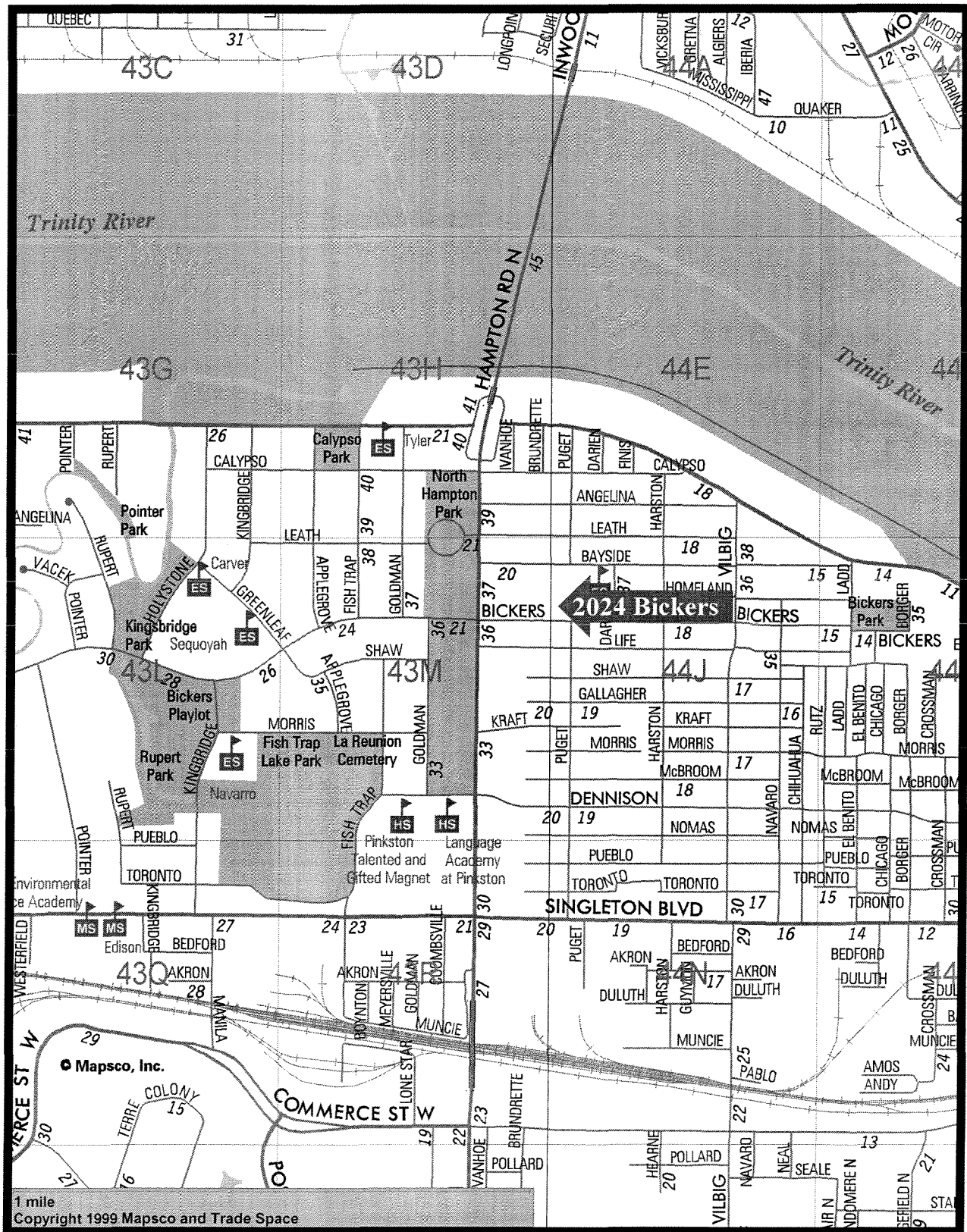


MAPSCO 46M





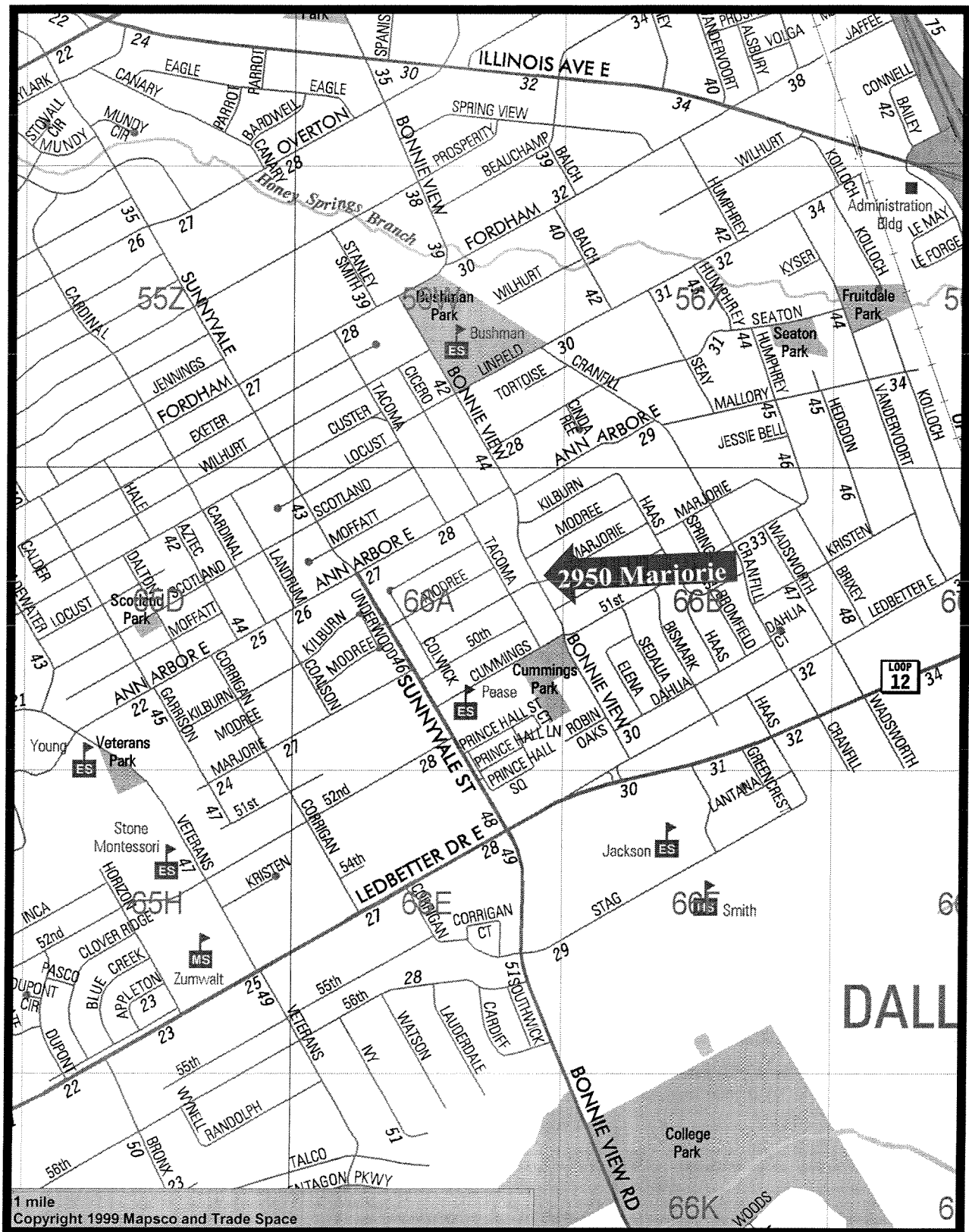
MAPSCO 46M



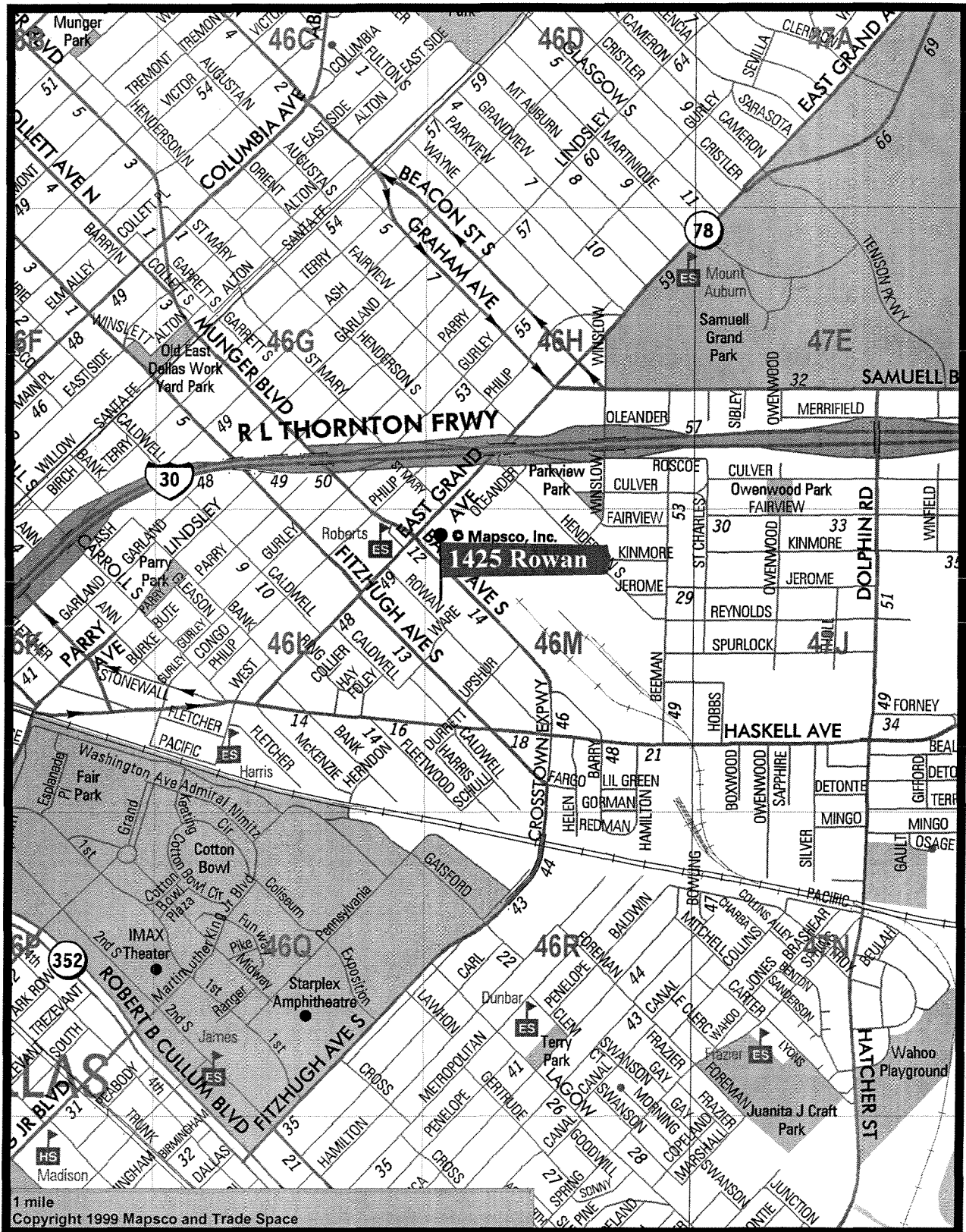
MAPSCO 44J







MAPSCO 66A



MAPSCO 46M



April 23, 2008

**WHEREAS**, on November 12, 2007, the City Council approved a Program Statement for the Reconstruction/SHARE Program by Resolution No. 07-3306; and

**WHEREAS**, the following homeowners described made application to the Home Repair Program: Martha Polk, 1714 S. Denley Drive; Pearlie Willis, 4034 Kostner Avenue; Earnestine Graham, 2302 Stovall Drive; Hector and Florinda Martinez, 1507 Rowan Avenue; Ella Mae Seaton, 1427 Barry Avenue; Antoinette Walker, 2024 Bickers Street; Sandra Cornell, 709 Bluewood Drive; Theartis Brown, 2950 Marjorie Avenue; and Doris Malone, 1425 Rowan Avenue; and

**WHEREAS**, all three conditions outlined in the Reconstruction/SHARE Program Statement for reconstruction of a home on-site have been met for the property owners. Martha Polk, Pearlie Willis, Earnestine Graham, Hector and Florinda Martinez, Ella Mae Seaton, Antoinette Walker; Sandra Cornell, Theartis Brown and Doris Malone; **NOW THEREFORE**,

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

**SECTION 1.** That the City Council authorizes amendment of the Reconstruction/SHARE Program Statement attached as Exhibit B for all projects that are placed under contract on and after the effective date of this resolution.

**SECTION 2.** That the applications and properties from homeowners described for a reconstruction loan be approved under the Reconstruction/SHARE Program: Martha Polk, 1714 S. Denley Drive; Pearlie Willis, 4034 Kostner Avenue; Earnestine Graham, 2302 Stovall Drive; Hector and Florinda Martinez, 1507 Rowan Avenue; Ella Mae Seaton, 1427 Barry Avenue; Antoinette Walker, 2024 Bickers Street; Sandra Cornell, 709 Bluewood Drive; Theartis Brown, 2950 Marjorie Avenue; and Doris Malone, 1425 Rowan Avenue.

**SECTION 3.** That the City Manager, upon approval as to form by the City Attorney, is authorized to execute loan documents with homeowners' names and loan documents for reconstruction on-site of homes to be located at homeowners' addresses all as listed on Exhibit A.

April 23, 2008

**SECTION 4.** That the City Controller is authorized to make payments for reconstruction of the homes in accordance with the funding information listed according to:

Fund HM06 Dept HOU, Unit 3979, Obj 3100 CT HOU3979D033  
Vendor # 341864 - \$87,500 - 1714 S. Denley Drive

Fund HM07 Dept HOU, Unit 3211, Obj 3100 CT HOUHMO7F020  
Vendor # 337798 - \$87,500 - 4034 Kostner Avenue

Fund HM00 Dept HOU, Unit HM05, Obj 3100 CT HOUHM00F026  
Vendor # 337798 - \$86,500 - 2302 Stovall Drive

Fund HM05 Dept HOU, Unit 3261, Obj 3100 CT HOUHM05F027  
Vendor # 337798 - \$87,500 - 1507 Rowan Avenue

Fund HM05 Dept HOU, Unit 3261, Obj 3100 CT HOUHM05F019  
Vendor # 339393 - \$87,500 - 1427 Barry Avenue

Fund HM05 Dept HOU, Unit 3261, Obj 3100 CT HOUHM05F028  
Vendor # 339393 - \$86,500 - 2024 Bickers Street

Fund HM00 Dept HOU, Unit HM05, Obj 3100 CT HOUHM00F029 (\$999)  
Fund HM05 Dept HOU, Unit 3261, Obj 3100 CT HOUHM00F029 (\$14,875)  
Fund CD06 Dept HOU, Unit 3962, Obj 3100 CT HOUHM00F029 (\$29,371)  
Fund HM06 Dept HOU, Unit 3979, Obj 3100 CT HOUHM00F029 (\$42,255)  
Vendor # VS0000030490 - \$87,500 - 709 Bluewood Drive

Fund HM06 Dept HOU, Unit 3979, Obj 3100 CT HOUHM06F030  
Vendor # VS0000030490 - \$86,500 - 2950 Marjorie Avenue

Fund HM07, Dept HOU, Unit 3211, Obj 3100 CT HOUHM07F018  
Vendor # 339393 - \$84,880 - 1425 Rowan Avenue

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

**DISTRIBUTION:**

Housing Department  
City Attorney's Office  
Office of Financial Services/Community Development, 4FS

## Exhibit A

### Reconstrucion On-Site Homes April 23, 2008

<u>Property Address</u>	<u>Homeowner</u>	<u>Council District</u>	<u>Amount Funded</u>
1714 S. Denley Dive	Martha Polk	4	\$87,500
4034 Kostner Avenue	Pearlie Willis	4	\$87,500
2302 Stovall Drive	Earnestine Graham	4	\$86,500
1507 Rowan Avenue	Hector & Florinda Martinez	7	\$87,500
1427 Barry Avenue	Ella Mae Seaton	7	\$87,500
2024 Bickers Street	Antoinette Walker	3	\$86,500
709 Bluewood Drive	Sandra Cornell	8	\$87,500
2950 Marjorie Avenue	Theartis Brown	5	\$86,500
1425 Rowan Avenue	Doris Malone	7	\$84,880





## **EXHIBIT B RECONSTRUCTION / SHARE PROGRAM**

### **PROGRAM STATEMENT**

#### **Program Purpose:**

To provide for the reconstruction of single-family homes on the homeowner's lot subject to City Council approval.

To provide a deferred loan, with a fifteen (15) year lien to qualified applicants who reside in single-family, owner-occupied structures where Major Systems Repair Program assistance Level II eligibility has been determined infeasible due to the following:

- All major systems (foundation, plumbing, electric, structural, and roofing) are failing and
- The condition of the home creates an imminent danger to the life, health, and/or safety of the residents and/or the neighborhood;

#### **Assistance Type One:**

Provide loan up to \$87,500 for demolition costs and on-site reconstruction, of which up to \$5,900 to provide amenities package for ~~of an~~ approximately a 1,200 square foot home on the homeowner's lot. Various house plans will be available for selection by the applicant. Plans that are consistent with the configuration of the neighborhood will be included. Homes will meet Energy Star and water conservation standards.

#### **Assistance Type Two:**

Provide loan up to \$65,000 combined with a \$22,500 replacement housing payment from the Department of Code Compliance, commonly referred to as SHARE loans, of which up to \$5,900 to provide amenities package for approximately a 1,200 square foot home on the homeowner's lot. for the on-site reconstruction of a home on the homeowner's lot. Various house plans will be available for selection by the applicant. Plans that are consistent with the configuration of the neighborhood will be included. Homes will meet Energy Star and water conservation standards.

#### **General Conditions:**

Applicants must meet following loan criteria:

- Identity
- Citizenship or legal status
- Current on all property taxes for the property

## **Exhibit B (cont'd)**

- Ownership and occupancy of property for a minimum of two (2) consecutive years or six (6) months in Neighborhood Investment Program (NIP) areas, unless safety and/or health conditions have forced applicants to evacuate within the past 24 months of application
- Maximum Area Median Family Income (AMFI) at 50% for City-wide applicants and 80% for NIP area applicants, based on the number of persons in household, as defined by HUD
- Property insurance on home
- No liens or judgments on the property
- Property is not located in a 100-year floodplain
- Zoning of property for reconstruction or replacement housing must permit single-family dwelling construction

Upon determination of appropriateness for reconstruction, the applicant must be able to obtain title insurance, agree to voluntary move and live elsewhere at their own expense during construction, and provide proof of insurance for the new home prior to occupancy.

### **Loan Terms:**

Assistance Type One and Assistance Type Two:

- Deferred loans will be secured by a promissory note, deed of trust, and fifteen (15) year liens
- Liens shall be released after fifteen (15) years or upon repayment of the note
- Loan payments are deferred over the loan term and not forgiven until the full term of the entire fifteen (15) years
- Should property change ownership or occupancy during the loan term, the loan becomes due and payable for the amount equal to the balance of the unamortized loan unless a loan assumption is under consideration. Loan assumptions will be reviewed on a case by case basis. Loan assumption applicants must meet all Level I household eligibility except ownership and occupancy requirement.
- Refinancing and loan subordinations are not permitted

### **Program Administration**

The City Manager, or his designee, is authorized to establish guidelines and procedures to administer this program in accordance with this Program Statement and applicable Federal and local regulations.

## AGENDA ITEM # 45

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Office of Environmental Quality

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** N/A

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### SUBJECT

Authorize **(1)** the acceptance of a grant from The Sue Pope Fund in the amount of \$150,000 for the purpose of linking green building techniques with affordable housing initiatives to construct highly efficient green homes under the Dallas Sustainable Skylines Initiative; and **(2)** execution of the grant agreement – Not to exceed \$150,000 – Financing: The Sue Pope Fund

### BACKGROUND

As a growing area, the City of Dallas faces many environmental challenges. One particular challenge is air pollution which threatens the health and welfare of our citizens.

The City of Dallas has been picked as the first city in the country to partner with the Environmental Protection Agency and the North Central Texas Council of Governments to test a new initiative to bring cleaner air to the metro area. On March 21, 2007, the City of Dallas entered into a Memorandum of Understanding with the U.S. Environmental Protection Agency and the North Central Texas Council of Governments to establish a three-year partnership to develop and implement the Dallas Sustainable Skylines Initiative. Through public-private partnerships and voluntary projects, the Initiative aims to promote sustainability and achieve measurable environmental benefits—particularly the reduction of air emissions. Upon successful completion of the program, the initiative will serve as a national model for other cities.

Utilizing funds from The Sue Pope Fund, the Office of Environmental Quality will work in collaboration with its partners on the implementation of the following Dallas Sustainable Skylines Initiative project:

## **BACKGROUND** (Continued)

### Green Building Program:

Under this program, the City will work in collaboration with the Greater Dallas Habitat for Humanity to link green building techniques with affordable housing initiatives to construct highly energy efficient green homes and buildings. Funds from this grant will be applied to the purchase of equipment and funding as prioritized by Greater Dallas Habitat for Humanity, to support construction of approximately 40 green affordable, economical homes in Frazier Courts. Construction of the green homes will begin in the summer of 2008. At the end of the project, the City of Dallas will be able to produce a report on emission reductions that were achieved from the energy efficient homes.

## **BACKGROUND** (Continued)

The Dallas-Fort Worth region does not meet the U.S. Environmental Protection Agency's (EPA) current eight hour ozone standard of 85 parts per billion. Accordingly, the Texas Commission on Environmental Quality has developed a State Implementation Plan that was submitted to the Environmental Protection Agency describing the measures that will be implemented in order to lower ozone levels in the region below the standard by the compliance deadline of 2010. The implementation of the Dallas Sustainable Skylines Initiative and the green buildings project is another step toward reducing air pollution in our city and helping us achieve attainment with the National Ozone Standard. The Dallas Sustainable Skylines Initiative is also included as a local government program in the State Implementation Plan that will achieve emission reductions.

In addition, on March 12, 2008 the EPA announced its decision to lower the ozone standard to 75 parts per billion.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

The Memorandum of Understanding for the Dallas Sustainable Skylines Initiative between the City of Dallas, the U.S. Environmental Protection Agency and the North Central Texas Council of Governments was signed at the March 21, 2007 Council Briefing.

## **FISCAL INFORMATION**

\$150,000 – The Sue Pope Fund

April 23, 2008

**WHEREAS**, air pollution is a significant environmental issue that can threaten the health and welfare of human beings and impact the ecological system of the planet; and

**WHEREAS**, the Dallas-Fort Worth region is classified as a nonattainment area of the federal air quality standard for ozone and the City of Dallas is actively involved in addressing air quality issues in order to achieve emission reductions; and

**WHEREAS**, the City of Dallas has been picked as the first city in the country to partner with the U.S. Environmental Protection Agency and the North Central Texas Council of Governments to test a new initiative to bring cleaner air to the metro area; and

**WHEREAS**, on March 21, 2007, the City of Dallas entered into a Memorandum of Understanding with the U.S. Environmental Protection Agency and the North Central Texas Council of Governments to establish a three-year partnership to develop and implement the Dallas Sustainable Skylines Initiative; and

**WHEREAS**, the Dallas Sustainable Skylines Initiative is a three year public-private partnership aimed to promote sustainability and achieve measurable environmental benefits—particularly the reduction of air emissions; and

**WHEREAS**, the Sue Pope Fund has issued a grant in the amount of \$150,000 for the purpose of linking green building techniques with affordable housing initiatives to construct highly efficient green homes under the Dallas Sustainable Skylines Initiative; and

**WHEREAS**, the City will utilize the grant funds from The Sue Pope Fund to work with the Greater Dallas Habitat for Humanity to construct 40 highly energy efficient homes in the Frazier Courts area; and

**WHEREAS**, the construction of 40 green, energy efficient homes will reduce emissions and is another step toward reducing air pollution in our city and helping us achieve attainment with the National Ozone Standard; and

**Now, Therefore,**

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

**Section 1.** The City Manager is hereby authorized to accept a grant from The Sue Pope Fund in the amount of \$150,000 for the purpose of linking green building techniques with affordable housing initiatives to construct highly efficient green homes under the Dallas Sustainable Skylines Initiative.

April 23, 2008

**Section 2.** That the City Manager shall execute the grant agreement and any and all documents required by the grant agreement.

**Section 3.** That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$150,000 in Fund P102, Department OEQ, Unit 1194, Object Code 3070.

**Section 4.** That the City Controller is hereby authorized to deposit grant funds received from the Sue Pope Fund relating to the green home project in Fund P102, Department OEQ, Unit 1194, Revenue Source 8411.

**Section 5.** That the City Controller is hereby authorized to disburse funds from Fund P102, Department OEQ, Unit 1194, Object Code 3070 in an amount not to exceed \$150,000.

**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.

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Office of Environmental Quality

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the acceptance of a grant from The Sue Pope Fund in the amount of \$325,000 for the purpose of facilitating the replacement of existing taxis in the Dallas-Fort Worth region with very low emitting vehicles under the Dallas Sustainable Skylines Initiative; and **(2)** execution of the grant agreement - Not to exceed \$325,000 - Financing: The Sue Pope Fund

**BACKGROUND**

As a growing area, the City of Dallas faces many environmental challenges. One particular challenge is air pollution which threatens the health and welfare of our citizens.

The City of Dallas has been picked as the first city in the country to partner with the Environmental Protection Agency and the North Central Texas Council of Governments to test a new initiative to bring cleaner air to the metro area. On March 21, 2007, the City of Dallas entered into a Memorandum of Understanding with the U.S. Environmental Protection Agency and the North Central Texas Council of Governments to establish a three-year partnership to develop and implement the Dallas Sustainable Skylines Initiative. Through public-private partnerships and voluntary projects, the Initiative aims to promote sustainability and achieve measurable environmental benefits—particularly the reduction of air emissions. Upon successful completion of the program, the initiative will serve as a national model for other cities.

Utilizing funds from The Sue Pope Fund, the Office of Environmental Quality will work in collaboration with its partners on the implementation of the following Dallas Sustainable Skylines Initiative project:

## **BACKGROUND** (Continued)

Green Taxi Program: Under this program, the City will work in collaboration with the North Central Texas Council of Governments to facilitate the replacement of existing taxis in the Dallas-Fort Worth area with low-emitting vehicles. The current local taxi fleet of over 2,000 taxis contributes to a significant source of emissions in our region. The program will also provide education on the additional benefits of green taxis and the suitability of these vehicles to meet industry needs. At the end of the project, the City of Dallas will be able to produce a report on quantifiable emissions reductions that were achieved by the sequential replacement of local taxis.

The Dallas-Fort Worth region does not meet the U.S. Environmental Protection Agency's (EPA) current eight hour ozone standard of 85 parts per billion. Accordingly, the Texas Commission on Environmental Quality has developed a State Implementation Plan that was submitted to the Environmental Protection Agency describing the measures that will be implemented in order to lower ozone levels in the region below the standard by the compliance deadline of 2010. The implementation of the Dallas Sustainable Skylines Initiative and the green buildings project is another step toward reducing air pollution in our city and helping us achieve attainment with the National Ozone Standard. The Dallas Sustainable Skylines Initiative is also included as a local government program in the State Implementation Plan that will achieve emission reductions.

In addition, on March 12, 2008 the EPA announced its decision to lower the ozone standard to 75 parts per billion.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

The Memorandum of Understanding for the Dallas Sustainable Skylines Initiative between the City of Dallas, the U.S. Environmental Protection Agency and the North Central Texas Council of Governments was signed at the March 21<sup>st</sup>, 2007 Council Briefing.

## **FISCAL INFORMATION**

\$325,000 – The Sue Pope Fund



April 23, 2008

**WHEREAS**, air pollution is a significant environmental issue that can threaten the health and welfare of human beings and impact the ecological system of the planet; and

**WHEREAS**, the Dallas-Fort Worth region is classified as a nonattainment area of the federal air quality standard for ozone and the City of Dallas is actively involved in addressing air quality issues in order to achieve emission reductions; and

**WHEREAS**, the City of Dallas has been picked as the first city in the country to partner with the U.S. Environmental Protection Agency and the North Central Texas Council of Governments to test a new initiative to bring cleaner air to the metro area; and

**WHEREAS**, on March 21, 2007, the City of Dallas entered into a Memorandum of Understanding with the U.S. Environmental Protection Agency and the North Central Texas Council of Governments to establish a three-year partnership to develop and implement the Dallas Sustainable Skylines Initiative; and

**WHEREAS**, the Dallas Sustainable Skylines Initiative is a three year public-private partnership aimed to promote sustainability and achieve measurable environmental benefits—particularly the reduction of air emissions; and

**WHEREAS**, the Sue Pope Fund has issued a grant in the amount of \$325,000 for the purpose of facilitating the replacement of existing taxis in the Dallas-Fort Worth area with low-emitting vehicles; and

**WHEREAS**, the current local fleet of 2,000 taxis contributes a significant amount of emissions to the Dallas-Fort Worth area; and

**WHEREAS**, at the end of the project, the City of Dallas will be able to issue a report quantifying the emissions reductions of the replacement of the existing taxis with low emitting vehicles; and

**WHEREAS**, the replacement of existing taxis with low emitting vehicles is another step toward reducing air pollution in our city and helping us achieve attainment with the National Ozone Standard; and

**Now, Therefore,**

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

**Section 1.** The City Manager is hereby authorized to accept a grant from The Sue Pope Fund in the amount of \$325,000 for the purpose of replacing existing taxis in the Dallas-Fort Worth Area with low emitting vehicles.

April 23, 2008

**Section 2.** That the City Manager will execute the grant agreement and any and all documents required by the grant agreement.

**Section 3.** The the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$325,000 in Fund P102, Department OEQ, Unit 1195, Object Code 3070.

**Section 4.** That the City Controller is hereby authorized to deposit grant funds from the Sue Pope Fund relating to the green taxis project in Fund P102, Department OEQ, Unit 1195, Revenue Source 8411.

**Section 5.** That the City Controller is hereby authorized to disburse funds from Fund P102, Department OEQ, Unit 1195, Object Code 3070 in an amount not to exceed \$325,000.

**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 # 47

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Office of Environmental Quality

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** N/A

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### SUBJECT

Authorize **(1)** the acceptance of a grant from The Sue Pope Fund in the amount of \$45,000 for the purpose of hosting an event entitled, "Mow Down Air Pollution" where citizens can trade their gas-powered mowers for clean-running electric mowers at a discounted rate; and **(2)** execution of the grant agreement – Not to exceed \$45,000 – Financing: The Sue Pope Fund

### BACKGROUND

Air pollution is a significant environmental issue that many major metropolitan areas face that threatens the health and welfare of human beings and also damages the ecological system. Of particular concern to the City of Dallas is ozone. The Dallas-Fort Worth region (DFW region) does not meet the Environmental Protection Agency's (EPA) eight hour ozone standard of 85 parts per billion (ppb). In addition, on March 12, 2008 the EPA announced its decision to lower the ozone standard to 75 part per billion. Ozone, particulate matter, and green house gases are air pollution issues currently targeted for reductions. Ozone occurs when emissions of nitrogen oxide (NOx) combine with volatile organic compounds (VOCs) in the presence of sunlight. Emissions contributing to the ozone problem in the DFW area are from a variety of sources, including but not limited to on and off-road vehicles, lawn and garden equipment construction equipment, power plants, and cement kilns. Health effects from ozone include breathing complications, especially in young children and the elderly, and it exacerbates asthma. Other pollutants of concern to the Dallas-Fort Worth region include particulate matter and green house gases. Particulate matter consists of mixtures of particles suspended in the air and is caused by a variety of sources from road dust to factory stacks. Health effects of particulate matter include asthma attacks, heart and lung diseases, and premature death among the elderly and those with pre-existing respiratory illness or heart disease.

## **BACKGROUND (Continued)**

Green house gases include several pollutants including carbon dioxide (CO<sub>2</sub>). These gases are believed to contribute to climate change. Climate change may cause the Earth's temperature to rise, leading to a variety of environmental concerns such as changing weather patterns, rising sea levels, and extinction of a variety of species. Emissions of NO<sub>x</sub> from residential lawn and garden equipment in the Dallas-Fort Worth region comprise approximately 1.26 tons per day of all non-road NO<sub>x</sub> emissions in the area. According to the Environmental Protection Agency, a push mower emits as much hourly pollution as 11 cars. Therefore, strategies designed to reduce emissions from residential lawn and garden equipment have the potential to make a great impact on the region's overall air quality.

Utilizing funds from The Sue Pope Fund, the Office of Environmental Quality will host a one-day event where citizens can trade their operational gas-powered mowers for a clean-running electric mower at a discounted rate. The "Mow Down Air Pollution" in Dallas will remove approximately 500 gas-powered lawn mowers from service and reduce local air emissions.

This event will be the first of its kind in North Texas and will draw substantial media attention assisting the city in educating thousands of citizens on ways they can reduce ozone-forming emissions. Benefits from this project will include an impact on air quality in North Texas from reductions in NO<sub>x</sub> emissions as well providing an avenue to educate thousands of people on how a daily activity such as mowing the lawn can affect air quality. The "Mow Down Air Pollution" event is an excellent educational forum for educating the public on topics related to ground-level ozone, how gas powered lawn and garden equipment contributes to air and noise pollution, emissions including green house gases and Carbon Dioxide (CO<sub>2</sub>) that adversely affect health, and the benefits of using electric lawnmowers.

The implementation of the Mow Down Air Pollution event where citizens can trade in their high emitting gas lawn mowers for cleaner electric mowers is another step toward reducing air pollution in our city and helping us achieve attainment with the National Ozone Standard.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item has no prior action.

## **FISCAL INFORMATION**

\$45,000 – The Sue Pope Fund

April 23, 2008

**WHEREAS**, air pollution is a significant environmental issue that can threaten the health and welfare of human beings and impact the ecological system of the planet; and

**WHEREAS**, the Dallas-Fort Worth region is classified as a nonattainment area of the federal air quality standard for ozone and the City of Dallas is actively involved in addressing air quality issues in order to achieve emission reductions; and

**WHEREAS**, emissions of NOx from residential lawn and garden equipment in the Dallas-Fort Worth region comprise approximately 1.26 tons per day of all non-road NOx emissions in the area; and

**WHEREAS**, according to the Environmental Protection Agency, a push mower emits as much hourly pollution as 11 cars; and

**WHEREAS**, the Sue Pope Fund has issued a grant in the amount of \$45,000 for the purpose of hosting an event entitled, "Mow Down Air Pollution" where citizens can trade their gas-powered mowers for clean-running electric mowers at a discounted rate; and

**WHEREAS**, at the end of the project, the City of Dallas will be able to issue a report quantifying the emissions reductions of the replacement of the gasoline mowers that are traded in for electric mowers; and

**WHEREAS**, the replacement of existing gasoline mower with electric mowers is another step toward reducing air pollution in our city and helping us achieve attainment with the National Ozone Standard; and

**Now, Therefore,**

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

**Section 1.** The City Manager is hereby authorized to accept a grant in the amount of \$45,000 for the purpose of a lawn mower exchange event in the Dallas-Fort Worth Area with low emitting vehicles.

**Section 2.** That the City Manager will execute the grant agreement and any and all documents required by the grant agreement and any and all documents by the grant agreement.

**Section 3.** That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$45,000 in Fund P102, Department OEQ, Unit 1196, Object Code 3099.

April 23, 2008

**Section 4.** That the City Controller is hereby authorized to deposit grant funds from the Sue Pope Fund relating to the lawn mower exchange event in Fund P102, Department OEQ, Unit 1196, Revenue Source 8411.

**Section 5.** That the City Controller is hereby authorized to disburse funds from Fund P102, Department OEQ, Unit 1196, Object Code 3099 in an amount not to exceed \$45,000.

**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.

Distribution: Office of Environmental Quality

**AGENDA ITEM # 48**

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** Office of Financial Services

**CMO:** Dave Cook, 670-7804

**MAPSCO:** N/A

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**SUBJECT**

Authorize an amendment to the contract with U. S. Bank National Association to extend the term of the contract for a two-year period from May 1, 2008 through April 30, 2010 - Financing: No cost consideration to the City

**BACKGROUND**

On May 25, 2005, the City Council authorized a three-year contract with U. S. Bank National Association for the purpose of providing paying agent and registrar services on City debt obligations issued after August 1, 2005 through April 30, 2008.

The contract permits one two-year extension under the same terms and conditions. The contract price for paying agent/registrar services is \$200 per bond issue per year plus reimbursement for mailing expenses.

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

Council approved original Paying Agent/Registrar Contract with U. S. Bank National Association on May 25, 2005, by Resolution No. 05-1585.

**FISCAL INFORMATION**

This item has no cost consideration to the City.

**M/WBE INFORMATION**

All work related to paying agent/registrar services will be performed by U.S. Bank National Association, using their own workforce.

## **ETHNIC COMPOSITION**

### **U.S. Bank National Association**

White Male	14,228	White Female	27,091
African-American Male	1,216	African-American Female	3,407
Hispanic Male	909	Hispanic Female	2,013
Other Male	1,451	Other Female	2,819

## **OWNER**

**U.S. Bank National Association** is a wholly owned subsidiary of U.S. Bancorp, a publicly held corporation.

Richard K. Davis, Chairman of the Board



April 23, 2008

**WHEREAS**, U. S. Bank National Association currently provides paying agent/registrar services to the City of Dallas on all new debt issuances requiring such services; and

**WHEREAS**, the City of Dallas desires to extend its contract for paying agent/registrar services with U. S. Bank National Association for a period of two (2) years from May 1, 2008 to April 30, 2010.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**Section 1.** That the City Manager be and is hereby authorized to execute amend the Paying Agent/Registrar Contract, after approval as to form by the City Attorney, between the City of Dallas and U. S. Bank National Association. The amendment shall extend the term of the Contract for two years, from May 1, 2008 through April 30, 2010 under the same terms and conditions.

**Section 2.** That fees for paying agent/registrar services include a flat annual fee of \$200.00 per issue plus reimbursement for out-of-pocket expenses, if any, at cost. Fees for each issue shall be fixed until the issue has been redeemed.

**Section 3.** That the City Controller be and is hereby authorized to disburse funds from the appropriate Fund in accordance with the contract between the City of Dallas and U.S. Bank National Association, and in accordance with all future resolutions and ordinances of the City Council authorizing the sale of debt obligations.

**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.

**DISTRIBUTION: Office of Financial Services, 4FS**



**AGENDA ITEM # 49**

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** Office of Financial Services

**CMO:** Dave Cook, 670-7804

**MAPSCO:** N/A

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**SUBJECT**

Authorize the preparations of plans for issuance in an amount not to exceed \$170,000,000 in Waterworks and Sewer System Revenue Refunding Bonds, Series 2008 - Financing: This action has no cost consideration to the City

**BACKGROUND**

This proposed revenue bond sale is for the purpose of refunding and retirement of commercial paper notes issued for interim financing of improvements to the City's water and wastewater system. This sale will not exceed \$170,000,000.

Issuance of revenue bonds for refunding and retirement of \$170,000,000 in commercial paper notes is in accordance with the capital program for water and wastewater improvements, and is within the Fiscal Year 2007-08 operating and capital budgets for the Water Utilities Department.

**ESTIMATED SCHEDULE OF PROJECT**

Authorize preparation for Issuance of Bonds – April 23, 2008  
Bid Date and Acceptance - May 28, 2008  
Estimated Delivery of proceeds - June 24, 2008

**PRIOR ACTION/REVIEW (COUNCIL, BOARD, COMMISSIONS)**

Finance, Audit & Accountability Committee was briefed on April 14, 2008.

**FISCAL INFORMATION**

This item has no cost consideration to the City.

## **M/WBE INFORMATION**

Attachment I provides an estimate of bond issuance costs for the proposed Series 2008 bonds and the M/WBE participation.

**ATTACHMENT I**

**SERIES 2008**

**WW & SS REVENUE REFUNDING AND IMPROVEMENTS BONDS**

**\$170,000,000**

Estimate of Total Bond Issuance Costs and M/WBE Participation

**Co-Bond Counsel**

McCall, Parkhurst & Horton L.L.P. (Vendor #193173)	\$ 78,000	17.3%
Escamilla & Ponnick (Vendor #518903)	52,000	11.5%

**Co-Financial Advisors**

First Southwest Company (Vendor #193056)	76,400	16.9%
Estrada Hinojosa - (Vendor #259910)	51,600	11.4%

**Out-of-Pocket Expenses**

First Southwest Company (Vendor #193056)	10,000	2.2%
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**Official Statement Typing**

First Southwest Company (Vendor #193056)	1,500	0.3%
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**Official Statement Printing**

Munoz Printing Co. - (Vendor #129044)	8,000	1.8%
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**Rating Agencies**

Moody's Investors Service (Vendor #951236)	75,000	16.6%
Standard & Poor's (Vendor #954974)	50,000	11.1%

**Auditor**

KPMG L.L.P. (Vendor #092122)	40,000	8.8%
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**Filing Fee**

Attorney General (Vendor #344989)	9,500	2.1%
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**Total Issuance Costs**

<u>\$ 452,000</u>	100.0%
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Total M/WBE Participation as % of Total Issuance Costs:	24.7%
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April 23, 2008

**WHEREAS**, the adopted Capital Improvement Program, currently underway and scheduled, requires issuance of an amount not to exceed \$170,000,000 of Waterworks and Sewer System Revenue Refunding and Improvement Bonds, Series 2008 ("the Series 2008 Bonds") for the purposes of retiring commercial paper notes issued for interim financing of improvements to the water and wastewater system; and

**WHEREAS**, this retirement of outstanding commercial paper notes is expected to require bond proceeds in an amount not to exceed \$170,000,000; and

**WHEREAS**, the City Council hereby finds and determines that in order to accomplish such refunding in a timely and cost efficient manner, the City Manager, the City's co-financial advisors, and the City's bond counsel should be authorized and directed to take such action and prepare documents as necessary in order to accomplish such refunding.

**WHEREAS**, it is desired to proceed with the preparatory work necessary to issue these refunding and improvement Bonds, Series 2008, through a sale of competitive bids to be received on May 28, 2008; **Now, Therefore,**

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

**Section 1.** That the City Manager be and is hereby authorized to proceed with the necessary preparations for the sale of Waterworks and Sewer System Revenue Refunding Bonds, Series 2008 in an aggregate principal amount not to exceed \$170,000,000 (the "Series 2008 Bonds") with such sale to occur on May 28, 2008 using previously contracted professional services of First Southwest Company and Estrada Hinojosa & Company, Inc., co-Financial Advisors, for the proposed refunding bond sale. If the bonds are issued, payment for such services shall not exceed \$87,900 for First Southwest (Vendor #193056) and shall not exceed \$51,600 for Estrada Hinojosa & Company Inc. (Vendor #259910) and shall be made from Water Utilities Operating Fund 0100, Agency DWU, Unit 7017, Object 3803.

**Section 2.** That the City Manager be and is hereby authorized to obtain necessary professional legal services in connection with the sale and delivery of the Series 2008 bonds, under contracts with McCall, Parkhurst & Horton L.L.P., and Escamilla & Poneck Inc. as co-bond counsel. If the bonds are issued payment for such services shall not exceed \$78,000 for McCall Parkhurst & Horton L.L.P. (Vendor# 193173) and shall not exceed \$52,000 for Escamilla & Poneck Inc. (Vendor# 518903) and shall be made from Water Utilities Operating Fund 0100, Agency DWU, Unit 7017, Object 3803.

**Section 3.** That the City Manager, the City's co-financial advisors, and the City's bond counsel are hereby authorized to prepare an Official Statement with respect to such bonds and to take such other action and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the Series 2008 Bonds.

April 23, 2008

**Section 4.** That the City Manager be and is hereby authorized to obtain bond ratings from Moody's Investor Service (Vendor # 951236) and from Standard & Poor's Inc. (Vendor #954974) in connection with the sale of the bonds. Payments for the bond ratings will be \$125,000 and will be made from the Water Utilities Operating Fund 0100, Agency DWU, Unit 7017, Object 3803.

**Section 5.** That the City Manager be and is hereby authorized to use the previously contracted professional services of KPMG L.L.P to obtain an independent auditors consent letter in connection with the sale and delivery of the bonds. If the bonds are issued, payment for the services of KPMG L.L.P (Vendor #092122) shall not exceed \$40,000 and will be made from Water Utilities Operating Fund 0100, Agency DWU, Unit 7017, Object 3803.

**Section 6.** That the City Manager be and is hereby authorized to use Munoz Printing Co. to print and mail official statements. If the bonds are issued, payment for the services of Munoz Printing Co (Vendor #954974) shall not exceed \$8,000 and will be made from the Water Utilities Operating Fund 0100, Agency DWU, Unit 7017, Object 3803.

**Section 7.** That the City Manager be and is hereby authorized and directed to file an Official Statement with respect to such bonds and prepare such other documents as are necessary and incidental to the issuance, sale and delivery of the bonds with Attorney's General (Vendor #344989). If the bonds are issued payment for the filing fee is estimated to be \$9,500 and shall be made from the Water Utilities Operating Fund 0100, Agency DWU, Unit 7017, Object 3803.

**Section 8.** That the City Controller is hereby authorized to use U.S. Bank, N.A. (Vendor #355655) for services provided as paying agent/registrar and escrow agent with respect to the series 2008 at an annual cost of \$200 for paying agent fees and \$500 for escrow agent fees plus payment processing expenses from Water Utilities Operating Fund 0100, Agency DWU, Unit 7017, Object 3803.

**Section 9.** That the amount of bond sale applicable to commercial paper refunding shall be remitted directly to the commercial paper issuing and paying agent U.S. Bank Trust National Association. Any variation in proceeds due to accrued interest arising from this issue of bonds shall be deposited in Water Utilities Debt Service Fund 0109, Agency DWU, Revenue Source 8438.



April 23, 2008

**Section 10.** 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.

**DISTRIBUTION:**

Office of Financial Services/Administration, 4FN  
Office of Financial Services/Capital, 4FS



## AGENDA ITEM # 50

**KEY FOCUS AREA:** Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Park & Recreation

**CMO:** Paul D. Dyer, 670-4071

**MAPSCO:** 44-P

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### SUBJECT

Authorize a contract for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park located at 3212 North Winnetka Avenue - MetalMan Design/Build Corporation, best value proposer of five - Not to exceed \$338,255 - Financing: 2003 Bond Funds

### BACKGROUND

This action will award a contract for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park located at 3212 North Winnetka Avenue to MetalMan Design/Build Corporation, best value proposer of five, in the amount of \$338,255. On March 22, 2007, the Park and Recreation Board approved the advertisement for a Request for Competitive Sealed Proposals (RFCSP) for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park. On August 16, 2007, five proposals were received and it was determined that MetalMan Design/Build Corporation was the best value proposer. Proposals based on RFCSP are evaluated on pre-set criteria which includes cost, qualifications of the prime, construction amount and schedule ratings are based on mathematical formulas, with the best price and best schedule being given the highest scores. Ratings "1" to "10" are given for each criteria with "10" being the best rating. These ratings are multiplied by the weighting to obtain the score for each criteria.

## **BACKGROUND** (Continued)

The following is a list of the rating criteria and values for each criteria:

1. Proposed Construction Contract Amount	45%
2. Qualifications/Experience/References for Prime Firm	20%
3. Subcontractor Experience	20%
4. Good Faith Effort Plan	5%
5. Financial Sufficiency	5%
6. Schedule/Time of Completion	<u>5%</u>
Total	100%

## **ESTIMATED SCHEDULE OF PROJECT**

Began Design	July 2005
Completed Design	February 2007
Begin Construction	May 2008
Complete Construction	October 2008

## **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

The Park and Recreation Board authorized the advertisement for a Request for Competitive Sealed Proposals on March 22, 2007.

The Park and Recreation Board authorized award of the contract on April 3, 2008.

## **FISCAL INFORMATION**

2003 Bond Funds - \$338,255

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **MetalMan Design/Build Corporation**

White Male	2	White Female	0
Black Male	0	Black Female	0
Hispanic Male	16	Hispanic Female	0
Other Male	0	Other Female	1

## **PROPOSAL INFORMATION**

\*Denotes successful proposer

<b><u>Proposer</u></b>	<b><u>Base Bid</u></b>	<b><u>Alter. No. 1**</u></b>	<b><u>Total</u></b>	<b><u>Scores</u></b>
MetalMan Design/Build Corporation	\$329,055	\$9,200	\$338,255	2434.72
Gilbert May, Inc. dba Phillips/May Corporation	\$393,333	\$20,000	\$413,333	2173.61
HCE Construction, Inc.	\$324,653	\$11,021	\$335,674	1937.61
Prince and Associates, Inc.	\$278,000	\$15,897	\$293,897	1843.80
Phoenix I Restoration and Construction, Ltd.	\$560,000	\$25,000	\$585,000	1413.30

\*\*Alternate No. 1 - provides for sidewalk replacement.

## **OWNERS**

### **MetalMan Design/Build Corporation**

Tamara Crooks, President  
J.V. McClure, Vice President

## **MAP**

Attached

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a contract for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park located at 3212 North Winnetka Avenue - MetalMan Design/Build Corporation, best value proposer of five - Not to exceed \$338,255 - Financing: 2003 Bond Funds

MetalMan Design/Build Corporation is a local, minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$338,255.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$338,255.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
D & P Painting & Construction	BMDB36807Y0209	\$66,000.00	19.51%
MetalMan Design/Build Corporatopm	PFDB36233Y1208	\$264,705.00	78.26%
<b>Total Minority - Local</b>		<b>\$330,705.00</b>	<b>97.77%</b>

#### Non-Local Contractors / Sub-Contractors

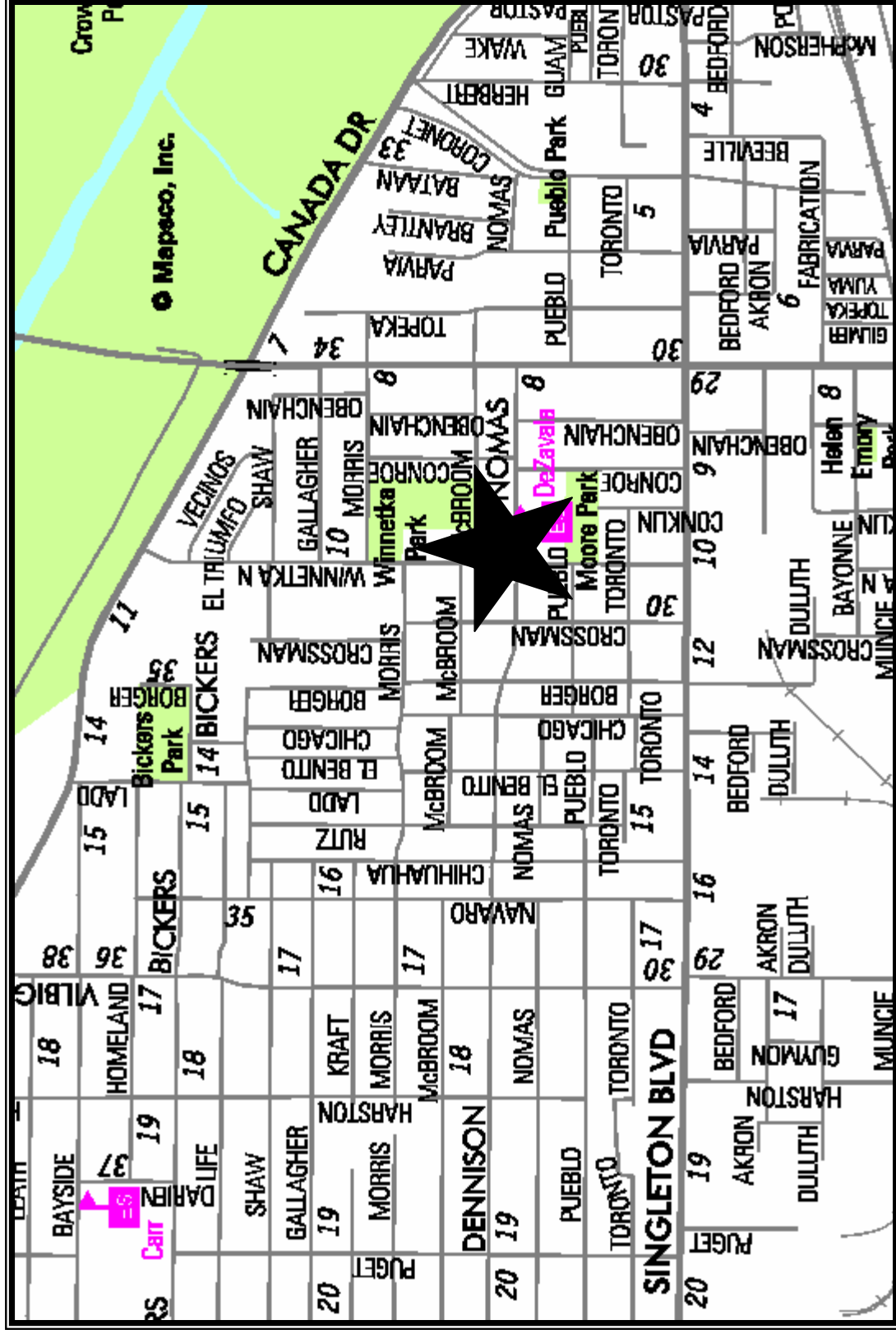
None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$66,000.00	19.51%	\$66,000.00	19.51%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$264,705.00	78.26%	\$264,705.00	78.26%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$330,705.00</b>	<b>97.77%</b>	<b>\$330,705.00</b>	<b>97.77%</b>

# Hattie Rankin Moore Park

Council District 6



3212 N. Winnetka

Mapscos # 44-P





April 23, 2008

**WHEREAS**, on March 22, 2007, the Park and Recreation Board approved the advertisement for a Request for Competitive Sealed Proposals for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park located at 3212 North Winnetka; and

**WHEREAS**, on August 16, 2007, five proposals were received for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park located at 3212 North Winnetka, with the proposal provided by MetalMan Design/Build Corporation, best value for the City of Dallas.

<b><u>Proposer</u></b>	<b><u>Base Bid</u></b>	<b><u>Alter. No. 1**</u></b>	<b><u>Total</u></b>	<b><u>Scores</u></b>
MetalMan Design/Build Corporation	\$329,055	\$9,200	\$338,255	2434.72
Gilbert May, Inc. dba Phillips/May Corporation	\$393,333	\$20,000	\$413,333	2173.61
HCE Construction, Inc.	\$324,653	\$11,021	\$335,674	1937.61
Prince and Associates, Inc.	\$278,000	\$15,897	\$293,897	1843.80
Phoenix I Restoration and Construction, Ltd.	\$560,000	\$25,000	\$585,000	1413.30

\*\*Alternate No. 1 - provides for sidewalk replacement.

**WHEREAS**, MetalMan Design/Build Corporation, provided a final and best offer in the amount of \$338,255 for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park located at 3212 North Winnetka.

**Now, Therefore,**

**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is hereby authorized to enter into a contract with MetalMan Design/Build Corporation for the demolition of the existing pavilion and construction of a new pavilion and sidewalks at Hattie Rankin Moore Park located at 3212 North Winnetka, in an amount not to exceed \$338,255.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager be authorized to execute a contract with MetalMan Design/Build Corporation, after approval as to form by the City Attorney's Office.

April 23, 2008

**SECTION 3.** That the City Controller be and is hereby authorized to pay the amount of \$338,255 to MetalMan Design/Build Corporation as follows:

(2003) Neighborhood Park and Recreation Facilities Fund 3R05, Department PKR, Unit K176, Object 4599, Activity COPK, Program PK03K176, CT-PKR08018972, Commodity 91200, Vendor 358271	\$10,685.33
(2003) Neighborhood Park and Recreation Facilities Fund 4R05, Department PKR, Unit K176, Object 4599, Activity COPK, Program PK03K176, CT-PKR08018972, Commodity 91200, Vendor 358271	\$14,411.00
(2003) Neighborhood Park and Recreation Facilities Fund 5R05, Department PKR, Unit K176, Object 4599, Activity COPK, Program PK03K176, CT-PKR08018972, Commodity 91200, Vendor 358271	\$31,205.85
(2003) Neighborhood Park and Recreation Facilities Fund 6R05, Department PKR, Unit K176, Object 4599, Activity COPK, Program PK03K176, CT-PKR08018972, Commodity 91200, Vendor 358271	<u>\$281,952.82</u>
Total amount not to exceed	\$338,255.00

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

**AGENDA ITEM # 51**

**KEY FOCUS AREA:** Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Park & Recreation

**CMO:** Paul D. Dyer, 670-4071

**MAPSCO:** 52-F

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**SUBJECT**

Authorize a contract for the installation of a new playground at Arcadia Park located at 5516 Arcadia Drive - Henneberger Construction, Inc., lowest responsible bidder of three - Not to exceed \$234,656 - Financing: 2003 Bond Funds

**BACKGROUND**

On December 20, 2007, three bids were received for the installation of a new playground at Arcadia Park located at 5516 Arcadia Drive. This item authorizes award of the construction contract to Henneberger Construction, Inc. for Base Bid and Alternate No. 3, with a bid of \$234,656.

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

	<u>PWT</u>	<u>DWU</u>	<u>PKR</u>
Projects Completed	0	0	6
Change Orders	0	0	7
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

**ESTIMATED SCHEDULE OF PROJECT**

Began Design	January 2007
Completed Design	October 2007
Begin Construction	June 2008
Complete Construction	October 2008

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

The Park and Recreation Board authorized the advertisement for bids on November 1, 2007.

The Park and Recreation Board authorized award of the contract on April 3, 2008.

### **FISCAL INFORMATION**

2003 Bond Funds - \$234,656

### **M/WBE INFORMATION**

See attached.

### **ETHNIC COMPOSITION**

Henneberger Construction, Inc.

White Male	1	White Female	1
Black Male	0	Black Female	0
Hispanic Male	8	Hispanic Female	0
Other Male	0	Other Female	0

### **BID INFORMATION**

The following three bids with quotes were received and opened on December 20, 2007:

<b><u>Bidder</u></b>	<b><u>Base Bid</u></b>	<b><u>Alter. No. 3**</u></b>	<b><u>Total Bid</u></b>
*Henneberger Construction, Inc. (7124 Winedale, Dallas, TX)	\$167,975.00	\$66,681.00	\$234,656.00
Hardscape Construction Specialties, Inc.	\$214,596.59	\$61,118.75	\$275,715.34
Phoenix I Restoration Construction, Ltd.	\$290,500.00	\$73,313.00	\$363,318.00

\*\*Alternate No. 3 - provides for Landscape Structure equipment.

### **OWNERS**

**Henneberger Construction, Inc.**

Cynthia Henneberger, President  
Dwight Henneberger, Vice President

**MAP**

Attached

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a contract for the installation of a new playground at Arcadia Park located at 5516 Arcadia Drive - Henneberger Construction, Inc., lowest responsible bidder of three - Not to exceed \$234,656 - Financing: 2003 Bond Funds

Henneberger Construction, Inc. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$232,121.00	98.92%
Total non-local contracts	\$2,535.00	1.08%
<b>TOTAL CONTRACT</b>	<b>\$234,656.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
The Playwell Group	HFDB346710808	\$6,020.00	2.59%
Recreation Consultants of Texas	WFWB33987N0508	\$44,000.00	18.96%
<b>Total Minority - Local</b>		<b>\$50,020.00</b>	<b>21.55%</b>

#### Non-Local Contractors / Sub-Contractors

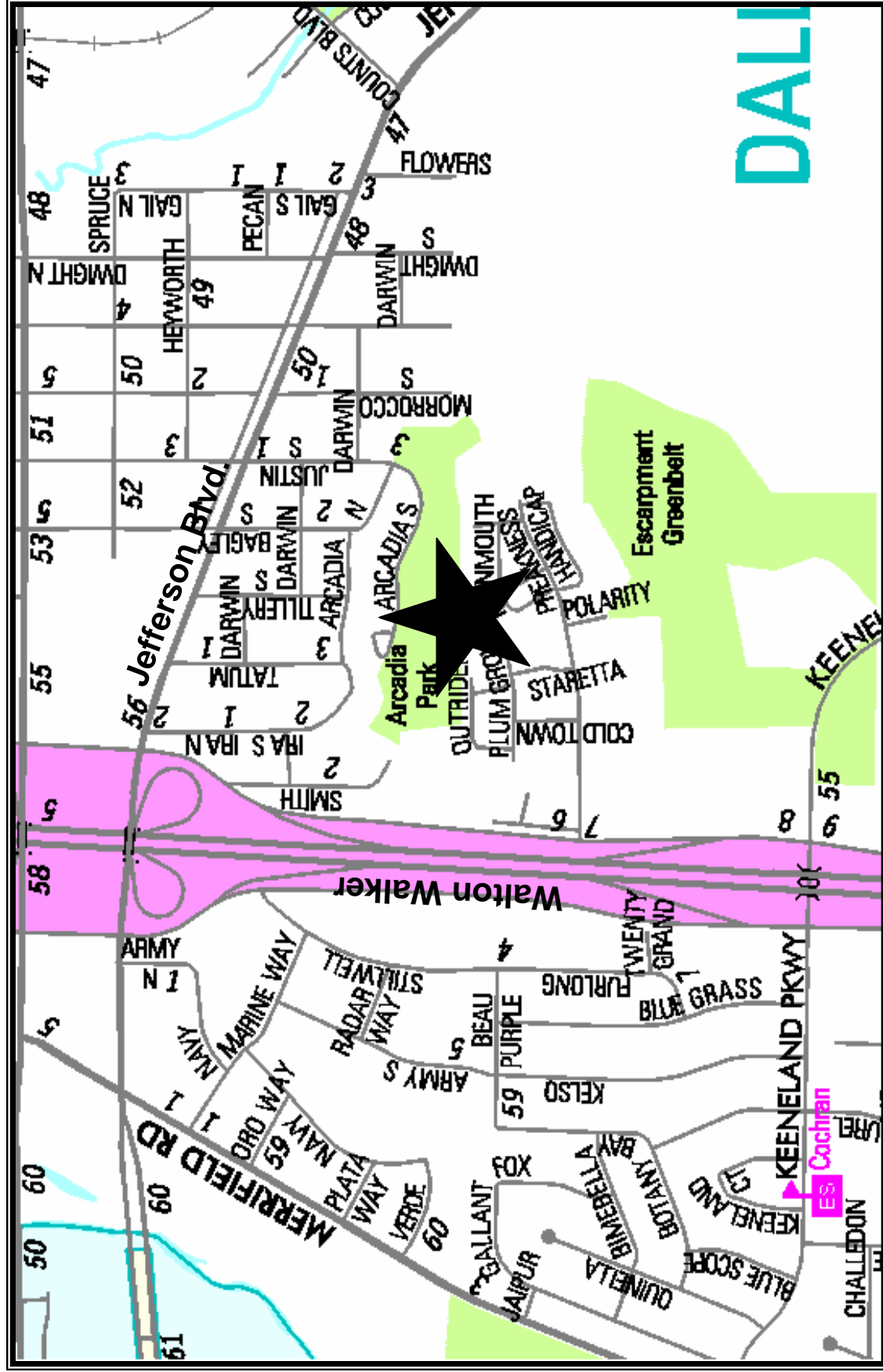
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
BTA Services	WFDB36314Y0109	\$935.00	36.88%
<b>Total Minority - Non-local</b>		<b>\$935.00</b>	<b>36.88%</b>

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$6,020.00	2.59%	\$6,020.00	2.57%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$44,000.00	18.96%	\$44,935.00	19.15%
<b>Total</b>	<b>\$50,020.00</b>	<b>21.55%</b>	<b>\$50,955.00</b>	<b>21.71%</b>

# Arcadia Park

Council District 3



5516 Arcadia Drive

Mapsco # 52-F





April 23, 2008

**WHEREAS**, on December 20, 2007, three bids were received for the installation of a new playground at Arcadia Park located at 5516 Arcadia Drive.

<b><u>Bidder</u></b>	<b><u>Base Bid</u></b>	<b><u>Alter. No. 3 **</u></b>	<b><u>Total Bid</u></b>
Henneberger Construction, Inc.	\$167,975.00	\$66,681.00	\$234,656.00
Hardscape Construction Specialties, Inc.	\$214,596.59	\$61,118.75	\$275,715.34
Phoenix I Restoration and Construction, Ltd.	\$290,500.00	\$73,313.00	\$363,318.00

\*\*Alternate No. 3 - provides for Landscape Structure equipment.

**Now, Therefore,**

**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is hereby authorized to enter into a contract with Henneberger Construction, Inc. for the installation of a new playground at Arcadia Park located at 5516 Arcadia Drive, in an amount not to exceed \$234,656.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager be authorized to execute a contract with Henneberger Construction, Inc., after approval as to form by the City Attorney's Office.

**SECTION 3.** That the City Controller be and is hereby authorized to pay the amount of \$234,656 to Henneberger Construction, Inc., from (2003) Neighborhood Park and Recreation Facilities Fund 3R05, Department PKR, Unit K106, Object 4599, Activity COPK, Program PK03106, CT-PKR08018958, Commodity 91200, Vendor 331939.

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



## AGENDA ITEM # 52

**KEY FOCUS AREA:** Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Park & Recreation

**CMO:** Paul D. Dyer, 670-4071

**MAPSCO:** 44-W

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### SUBJECT

Authorize a professional services contract with ArchiTexas - Architecture, Planning and Historic Preservation, Inc. for topographic survey and schematic design through construction administration services for the restoration of the historic park elements in the neighborhood park at Stevens Park located at 1005 North Montclair Avenue - \$139,705 - Financing: 2003 Bond Funds

### BACKGROUND

ArchiTexas - Architecture, Planning and Historic Preservation, Inc. will provide for topographic survey and schematic design through construction administration services for the restoration of the historic park elements in the neighborhood park at Stevens Park located at 1005 North Montclair Avenue, in an amount not to exceed \$139,705. Improvements will include restoration of the historic picnic pavilion, stone benches, and rest room building; removal of the existing parking lot and addition of new parallel parking along Colorado Boulevard and connecting walkways.

### ESTIMATED SCHEDULE OF PROJECT

Begin Design	June 2008
Complete Design	September 2008
Begin Construction	February 2009
Complete Construction	October 2009

### PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The Park and Recreation Board authorized the professional services contract on April 3, 2008.

## **FISCAL INFORMATION**

2003 Bond Funds - \$139,705

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

ArchiTexas - Architecture, Planning and Historic Preservation, Inc.

White Male	14	White Female	10
Black Male	0	Black Female	0
Hispanic Male	2	Hispanic Female	3
Other Male	0	Other Female	0

## **OWNERS**

**ArchiTexas - Architecture, Planning and Historic Preservation, Inc.**

Principals of ArchiTexas are:

Craig Melde  
Gary Skotnicki  
Larry Irsik

## **MAP**

Attached

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a professional services contract with ArchiTexas - Architecture, Planning and Historic Preservation, Inc. for topographic survey and schematic design through construction administration services for the restoration of the historic park elements in the neighborhood park at Stevens Park located at 1005 North Montclair Avenue - \$139,705 - Financing: 2003 Bond Funds

ArchiTexas - Architecture, Planning and Historic Preservation, Inc. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Architecture & Engineering

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$131,205.00	93.92%
Total non-local contracts	\$8,500.00	6.08%
<b>TOTAL CONTRACT</b>	<b>\$139,705.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Gerard & Associates	BMDB34458Y0708	\$15,950.00	12.16%
Pacheco Koch Consulting	HMDB34458Y0708	\$35,000.00	26.68%
Jaster Quintanilla	HMMB3592YN1208	\$5,500.00	4.19%
<b>Total Minority - Local</b>		<b>\$56,450.00</b>	<b>43.02%</b>

#### Non-Local Contractors / Sub-Contractors

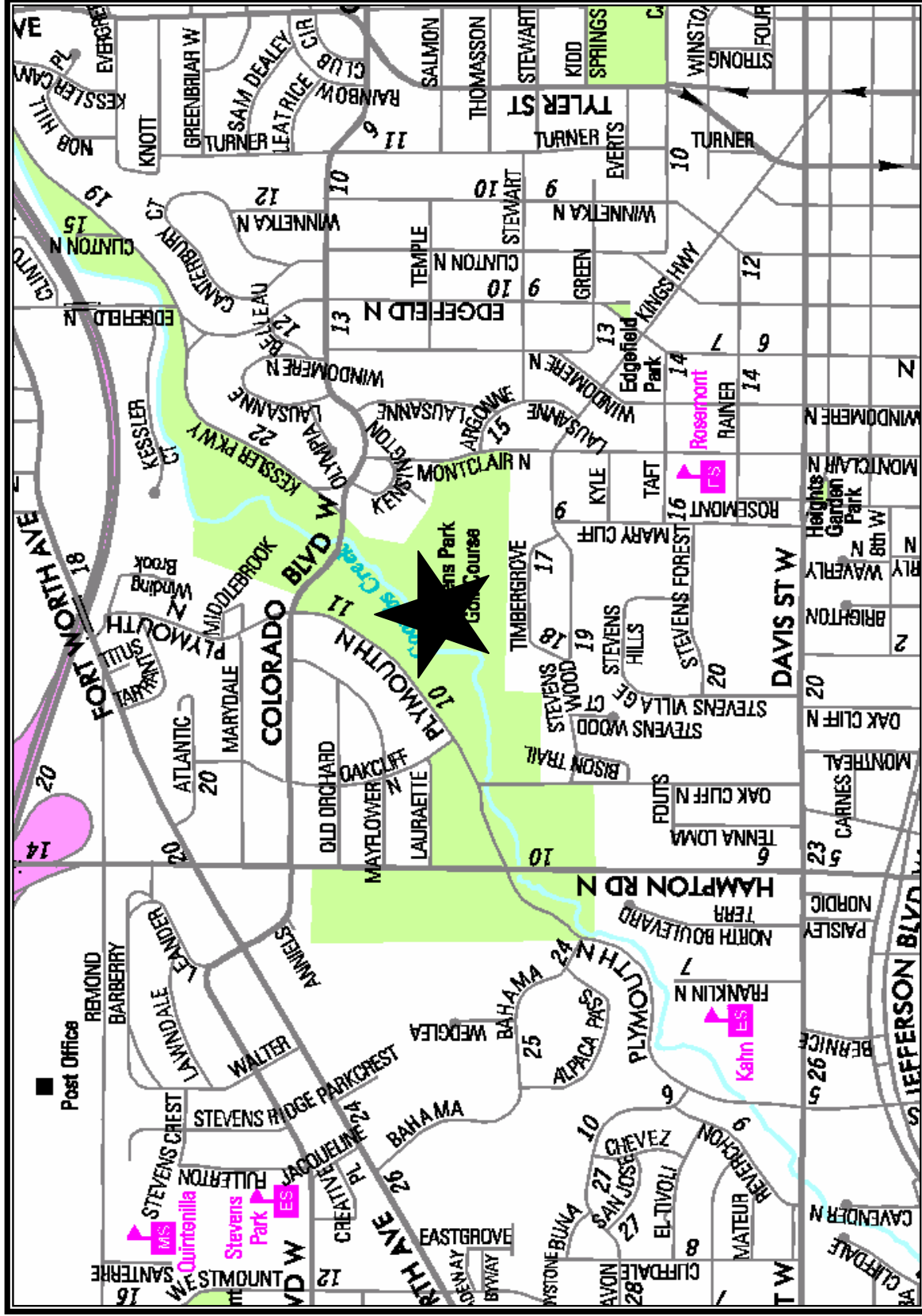
None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$15,950.00	12.16%	\$15,950.00	11.42%
Hispanic American	\$40,500.00	30.87%	\$40,500.00	28.99%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$56,450.00</b>	<b>43.02%</b>	<b>\$56,450.00</b>	<b>40.41%</b>

# Stevens Park

Council District 3



1005 No. Montclair

Mapco #44-W

April 23, 2008

**WHEREAS**, it is necessary to retain an engineering/architectural firm for topographic survey and schematic design through construction administration services for the restoration of the historic park elements in the neighborhood park at Stevens Park located at 1005 North Montclair, and the firm of ArchiTexas - Architecture, Planning and Historic Preservation, Inc. has presented a proposal dated February 8, 2008 to provide these services for a fee not to exceed \$139,705.

**Now, Therefore,**

**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is hereby authorized to enter into a professional services contract with ArchiTexas - Architecture, Planning and Historic Preservation, Inc. for topographic survey and schematic design through construction administration services for the restoration of the historic park elements in the neighborhood park at Stevens Park located at 1005 North Montclair, in an amount not to exceed \$139,705.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager be authorized to execute the contract with ArchiTexas - Architecture, Planning and Historic Preservation, Inc., after approval as to form by the City Attorney's Office.

**SECTION 3.** That the City Controller be and is hereby authorized to pay the amount of \$139,705 to ArchiTexas - Architecture, Planning and Historic Preservation, Inc., as follows:

(2003) Neighborhood Park and Recreation Facilities Fund 5R05, Department PKR, Unit K267, Object 4114, Activity COPK, Program PK03K266, CT-PKR08018964, Commodity 92500, Vendor 134617	\$100,248
(2003) Neighborhood Park and Recreation Facilities Fund 6R05, Department PKR, Unit K267, Object 4114, Activity COPK, Program PK03K266, CT-PKR08018964, Commodity 92500, Vendor 134617	<u>\$39,457</u>
Total amount not to exceed	\$139,705

**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 # 53**

**KEY FOCUS AREA:** Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 1

**DEPARTMENT:** Park & Recreation

**CMO:** Paul D. Dyer, 670-4071

**MAPSCO:** 52-Z

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### **SUBJECT**

Authorize a professional services contract with CEI Engineering Associates, Inc. for topographic survey and schematic design through construction administration services for erosion control along the creek, playground, and connecting walks at Westhaven Park located at 4600 Lynnacre Drive - \$53,675 - Financing: 2006 Bond Funds

### **BACKGROUND**

CEI Engineering Associates, Inc. will provide for topographic survey and schematic design through construction administration services for erosion control along the creek, playground, and connecting walks at Westhaven Park located at 4600 Lynnacre Drive, in an amount not to exceed \$53,675.

### **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	June 2008
Complete Design	October 2008
Begin Construction	February 2009
Complete Construction	August 2009

### **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

The Park and Recreation Board authorized the professional services contract on April 3, 2008.

### **FISCAL INFORMATION**

2006 Bond Funds - \$53,675

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

CEI Engineering Associates, Inc.

White Male	9	White Female	1
Black Male	1	Black Female	0
Hispanic Male	3	Hispanic Female	3
Other Male	5	Other Female	0

## **OWNERS**

**CEI Engineering Associates, Inc.**

C. Michael Shupe, Chairman, Board of Directors  
Jeffrey Geurian, President, CEO

Stockholders:

Richard Daniel, Director  
Dan Dykema, Director  
Robert Michael Holmes, Director  
Yong Fook Ho, ESOP Representative  
Richard Smith, Director  
Douglas Sperber, Director  
Sue Huffman, Corporate Secretary

## **MAP**

Attached

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a professional services contract with CEI Engineering Associates, Inc. for topographic survey and schematic design through construction administration services for erosion control along the creek, playground, and connecting walks at Westhaven Park located at 4600 Lynnacre Drive - \$53,675 - Financing: 2006 Bond Funds

CEI Engineering Associates, Inc. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Architecture & Engineering

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$53,675.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$53,675.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
AHSC	BMDB35990Y1208	\$1,360.00	2.53%
Lim & Associates, Inc.	PMDB36031Y1208	\$8,725.00	16.26%
<b>Total Minority - Local</b>		<b>\$10,085.00</b>	<b>18.79%</b>

#### Non-Local Contractors / Sub-Contractors

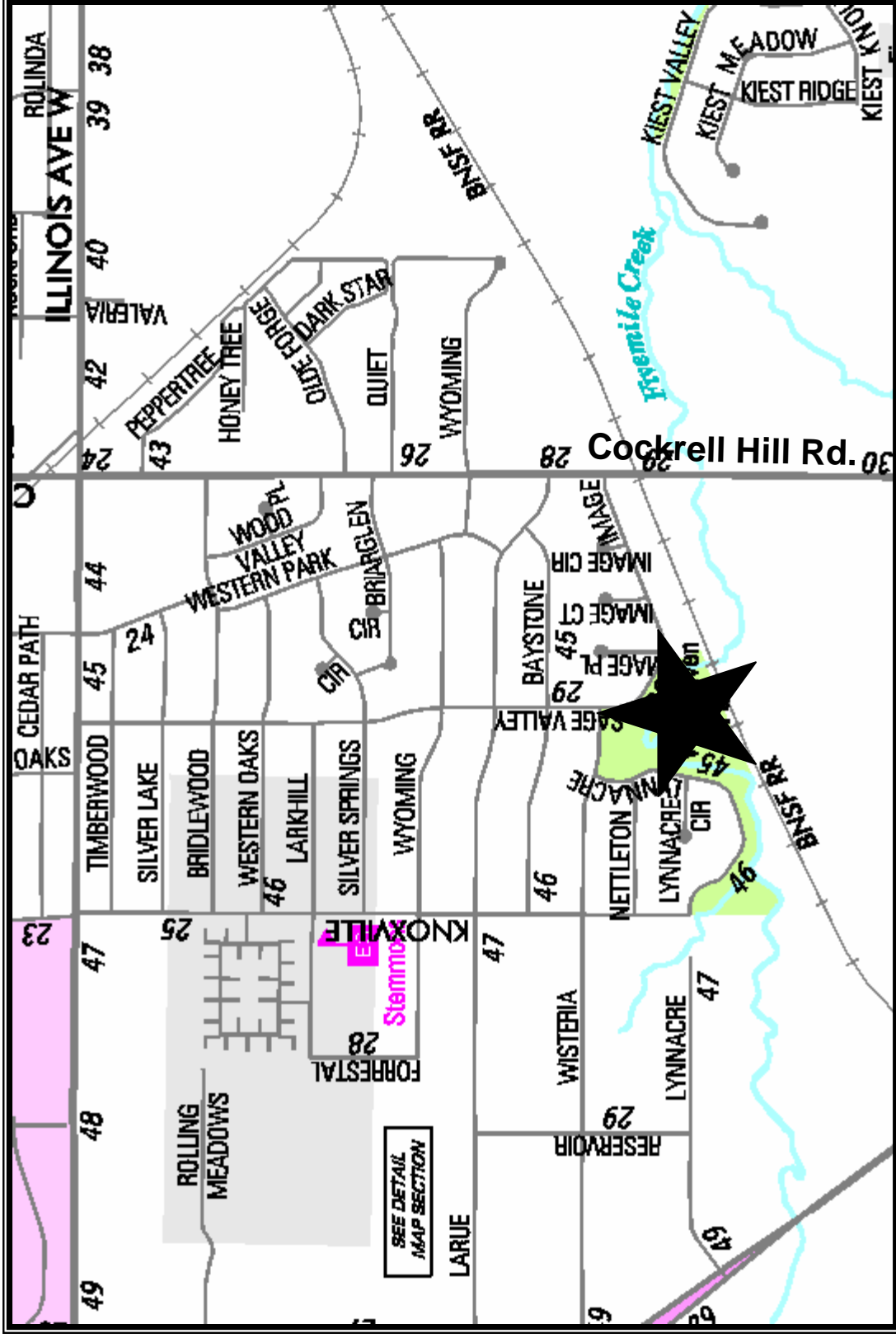
None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$1,360.00	2.53%	\$1,360.00	2.53%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$8,725.00	16.26%	\$8,725.00	16.26%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$10,085.00</b>	<b>18.79%</b>	<b>\$10,085.00</b>	<b>18.79%</b>

# Westhaven Park

## Council District 1



4600 Lynnacre Dr.

Mapsc0 # 52-Z

April 23, 2008

**WHEREAS**, it is necessary to retain a landscape architectural firm for topographic survey and schematic design through construction administration services for erosion control along the creek, playground, and connecting walks at Westhaven Park located at 4600 Lynnacre Drive, and the firm of CEI Engineering Associates, Inc. has presented a proposal dated January 28, 2008 to provide these services for a fee not to exceed \$53,675.

**Now, Therefore,**

**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is hereby authorized to enter into a professional services contract with CEI Engineering Associates, Inc. for topographic survey and schematic design through construction administration services for erosion control along the creek, playground, and connecting walks at Westhaven Park located at 4600 Lynnacre Drive, in an amount not to exceed \$53,675.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager be authorized to execute the contract with CEI Engineering Associates, Inc., after approval as to form by the City Attorney's Office.

**SECTION 3.** That the City Controller be and is hereby authorized to pay the amount of \$53,675 to CEI Engineering Associates, Inc., from (2006) Park and Recreation Facilities Improvement Fund 7T00, Department PKR, Unit T323, Object 4114, Activity ENVR, Program PK06T323, CT-PKR08018965, Commodity 92500, Vendor VS0000015568.

**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 # 54**

**KEY FOCUS AREA:** Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 12

**DEPARTMENT:** Park & Recreation

**CMO:** Paul D. Dyer, 670-4071

**MAPSCO:** 655-Z

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**SUBJECT**

Authorize a professional services contract with Lopez Garcia Group for topographic survey, master plan, and schematic design through bidding services for an off-leash dog park, plaza, parking, sidewalks, and trails located in far North Dallas at 4911 Haverwood Lane on Dallas Water Utilities-owned property to be managed by the Park and Recreation Department - \$78,470 - Financing: 2003 Bond Funds (\$32,961) and 2006 Bond Funds (\$45,509)

**BACKGROUND**

The Park and Recreation Department is working with Dallas Water Utilities Department for permission to use this property for an off-leash site.

Lopez Garcia Group will provide topographic survey, master plan, and schematic design through bidding services for an off-leash dog park, plaza, parking, sidewalks, and trails located in far North Dallas at 4911 Haverwood Lane on Dallas Water Utilities-owned property to be managed by the Park and Recreation Department, in an amount not to exceed \$78,470.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	June 2008
Complete Design	December 2008
Begin Construction	April 2009
Complete Construction	December 2009

**PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

The Park and Recreation Board authorized the professional services contract on April 3, 2008.

## **FISCAL INFORMATION**

2003 Bond Funds - \$32,961

2006 Bond Funds - \$45,509

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **Lopez Garcia Group**

White Male	89	White Female	57
Black Male	7	Black Female	4
Hispanic Male	17	Hispanic Female	16
Other Male	13	Other Female	8

## **OWNERS**

### **Lopez Garcia Group**

Wendy Lopez, P.E., Chief Financial Officer

Rudy M. Garcia, P.E., President

Douglas Mikeworth, P.E., Vice President

Devarati Rastogi, P.E., Vice President

## **MAP**

Attached



## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a professional services contract with Lopez Garcia Group for topographic survey, master plan, and schematic design through bidding services for an off-leash dog park, plaza, parking, sidewalks, and trails located in far North Dallas at 4911 Haverwood Lane on Dallas Water Utilities-owned property to be managed by the Park and Recreation Department - \$78,470 - Financing: 2003 Bond Funds (\$32,961) and 2006 Bond Funds (\$45,509)

Lopez Garcia Group is a local, minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Architecture & Engineering

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$78,470.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<u>\$78,470.00</u>	<u>100.00%</u>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Lopez Garcia Group	HFMB34423Y0708	\$78,470.00	100.00%
<b>Total Minority - Local</b>		<u>\$78,470.00</u>	<u>100.00%</u>

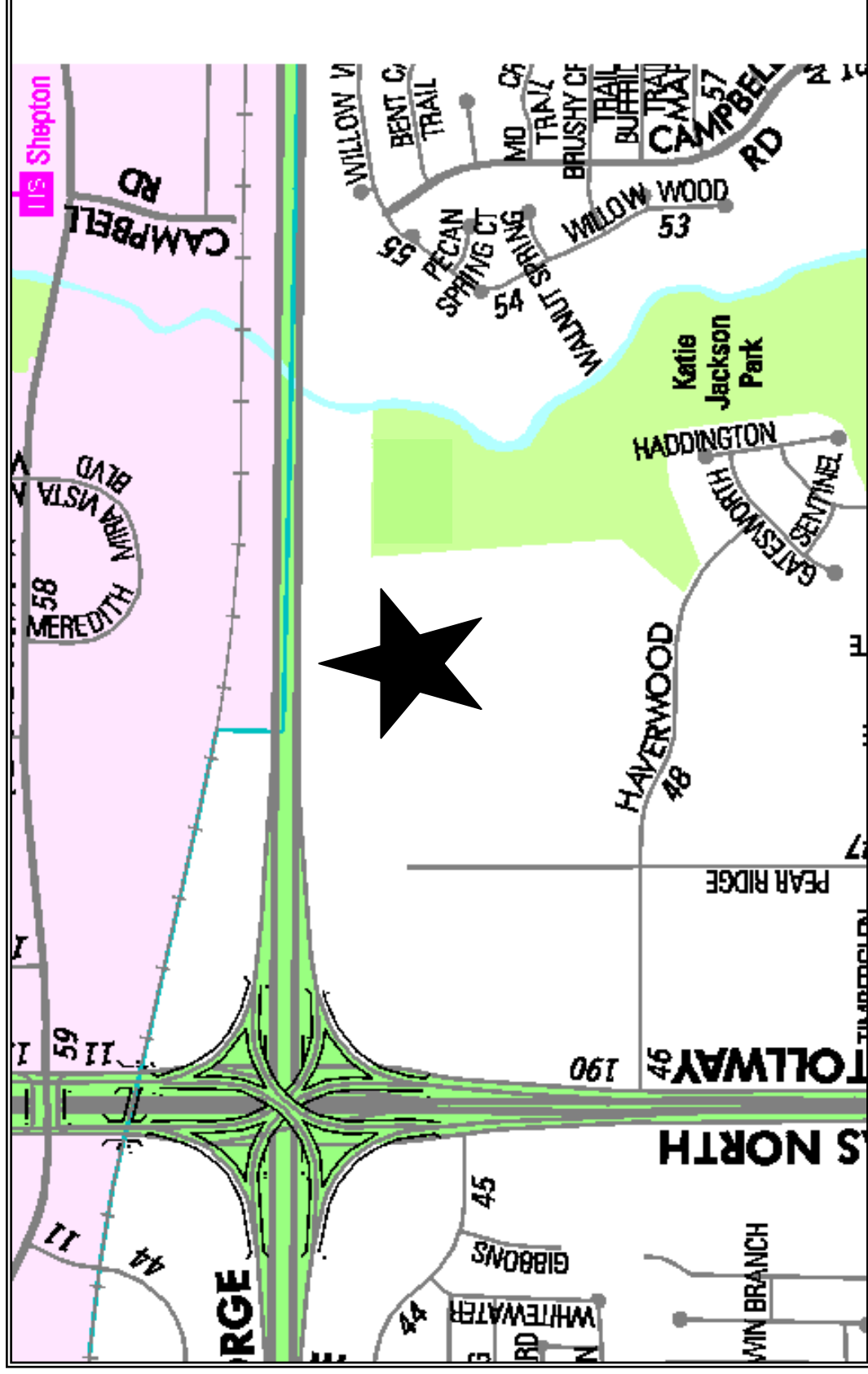
#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$78,470.00	100.00%	\$78,470.00	100.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<u>\$78,470.00</u>	<u>100.00%</u>	<u>\$78,470.00</u>	<u>100.00%</u>

Far North Dallas  
Dallas Water Utilities Property Proposed Off-Leash Site  
Council District 12



4911 Haverwood

Mapsc0 #6555-Z

April 23, 2008

**WHEREAS**, it is necessary to retain a landscape architectural firm for topographic survey, master plan, and schematic design through bidding services for an off-leash dog park, plaza, parking, sidewalks, and trails located in far North Dallas at 4911 Haverwood on Dallas Water Utilities-owned property to be managed by the Park and Recreation Department, and the firm of Lopez Garcia Group has presented a proposal dated February 4, 2008 to provide these services for a fee not to exceed \$78,470.

**Now, Therefore,**

**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager is hereby authorized to enter into a professional services contract with Lopez Garcia Group for topographic survey, master plan, and schematic design through bidding services for an off-leash dog park, plaza, parking, sidewalks, and trails located in far North Dallas at 4911 Haverwood on Dallas Water Utilities-owned property to be managed by the Park and Recreation Department, in an amount not to exceed \$78,470.

**SECTION 2.** That the President of the Park and Recreation Board and the City Manager be authorized to execute the contract with Lopez Garcia Group, after approval as to form by the City Attorney's Office.

**SECTION 3.** That the City Controller be and is hereby authorized to pay the amount of \$78,470 to Lopez Garcia Group as follows:

(2006) Park and Recreation Facilities Improvement Fund 6T00, Department PKR, Unit T186, Object 4114, Activity RFSI, Program PK06T186, CT-PKR08018966, Commodity 92500, Vendor 345913	\$45,509
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(2003) Neighborhood Park and Recreation Facilities Fund 3R05, Department PKR, Unit T186, Object 4114, Activity RFSI, Program PK06T186, CT-PKR08018966, Commodity 92500, Vendor 345913	<u>\$32,961</u>
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Total amount not to exceed	\$78,470
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**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 # 55**

**KEY FOCUS AREA:** Public Safety Improvements and Crime Reduction

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Police

**CMO:** Ryan S. Evans, 670-3314

**MAPSCO:** N/A

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**SUBJECT**

Authorize application for the continuation of the Commercial Auto Theft Interdiction Squad/16 grant to provide a specialized proactive automobile burglary and theft program from the Texas Automobile Burglary & Theft Prevention Authority for the period September 1, 2008 through August 31, 2009 - Not to exceed \$506,250 (local match in an amount not to exceed \$101,250 of all expenses will be required if awarded and in-kind contributions in the amount of \$516,681 will be contributed by the Dallas Police Department) - Financing: No cost consideration to the City

**BACKGROUND**

The Police Department is applying for funding from the Texas Automobile Burglary & Theft Prevention Authority for a continuation grant entitled Commercial Auto Theft Interdiction Squad (CATIS.) This grant partially funds a specialized proactive investigative unit comprised of one lieutenant, one sergeant, nine (9) senior corporals, one office assistant, and one police research specialist, housed at the City's Auto Theft Salvage Unit of the Dallas Police Department. The grant provides funding for personnel, equipment, supplies, and training. The CATIS grant will continue to target commercial auto theft offenders who profit from vehicles stolen each year in Dallas, including salvage yards, chop shops, wrecker services, pawn shops, used car dealers, and large organized auto theft rings.

The Texas Automobile Burglary Theft & Prevention Authority specifically requires governing body approval for application for this grant. If this grant is approved and awarded, matching funds in an amount not to exceed \$101,250 will be required if awarded and incorporated into the 2008-09 budget and in-kind contributions in the amount of \$516,681 have been identified. The CATIS grant provides funding for one sergeant, three (3) senior corporals, one office assistant, and one police research specialist. The City provides one lieutenant and six (6) senior corporals (funded by the general fund) that contribute 50 to 75 percent of their time to CATIS grant activities. Position funding equates to \$516,681 and is provided by the City's in-kind contributions.

## **BACKGROUND** (Continued)

Should the grant be awarded, the City Council's approval will be requested for acceptance of the grant, provision of the cash match, provision of the in-kind contributions, and execution of the grant.

## **PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

Authorized the application for Commercial Auto Theft Interdiction Squad/10 grant on May 22, 2002 by Resolution No. 02-1623.

Authorized the acceptance of Commercial Auto Theft Interdiction Squad/10 grant on August 14, 2002 by Resolution No. 02-2247.

Authorized the application for Commercial Auto Theft Interdiction Squad/11 grant on May 14, 2003 by Resolution No. 03-1381.

Authorized the acceptance of Commercial Auto Theft Interdiction Squad/11 grant on August 27, 2003 by Resolution No. 03-2316.

Authorized the application for Commercial Auto Theft Interdiction Squad/12 grant on May 26, 2004 by Resolution No. 04-1731.

Authorized the acceptance of Commercial Auto Theft Interdiction Squad/12 grant on August 25, 2004 by Resolution No. 04-2438.

Authorized the application for Commercial Auto Theft Interdiction Squad/13 grant on May 26, 2005 by Resolution No. 05-1476.

Authorized the acceptance of Commercial Auto Theft Interdiction Squad/13 grant on August 25, 2005 by Resolution No. 05-2209.

Authorized the application for Commercial Auto Theft Interdiction Squad/14 grant on April 26, 2006 by Resolution No. 06-1218.

Authorized the acceptance of Commercial Auto Theft Interdiction Squad/14 grant on August 23, 2006 by Resolution No. 06-2235.

Authorized the application for Commercial Auto Theft Interdiction Squad/15 grant on April 25, 2007 by Resolution No. 07-1293.

Authorized the acceptance of Commercial Auto Theft Interdiction Squad/15 grant on August 8, 2007 by Resolution No. 07-2182.

Briefed to the Public Safety Committee on April 21, 2008.

## **FISCAL INFORMATION**

No cost consideration to the City

April 23, 2008

**WHEREAS**, the Texas Automobile Burglary & Theft Prevention Authority has made funds available for law enforcement projects for the 2008-09 fiscal year; and

**WHEREAS**, the increased program and funding source would benefit the City of Dallas in its endeavor to reduce crime and improve public safety; and

**WHEREAS**, it is in the best interest of the City of Dallas to apply for such funding;

**Now, Therefore,**

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

**Section 1.** That the City Manager be and is hereby authorized to apply for the Commercial Auto Theft Interdiction Squad/16 grant in the amount of \$506,250 from the Texas Automobile Burglary & Theft Prevention Authority.

**Section 2.** That in the event that the grant is awarded, that the City Manager be authorized to provide the required cash match in an amount not to exceed \$101,250. In-Kind contributions in the amount of \$516,681 has been identified in the Dallas Police Department. City Council approval for acceptance of the grant, provision of cash match, provision of in-kind contributions, and execution of the grant agreement will be requested upon grant award.

**Section 3.** That in the event that the grant is awarded, the City of Dallas assures that the funds will be returned to the Texas Automobile Burglary & Theft Prevention Authority in full in the event of loss or misuse of the Texas Automobile Burglary & Theft Prevention Authority funds.

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



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Public Works & Transportation  
Water Utilities

**CMO:** Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 45L

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**SUBJECT**

Authorize a professional services contract with EJES, Inc. for engineering design services for the reconstruction of Pearl Street from Commerce Street to Live Oak Street - \$274,058 - Financing: 2006 Bond Funds (\$264,713) and Water Utilities Capital Construction Funds (\$9,345)

**BACKGROUND**

This action will provide the engineering design for a thoroughfare project. The engineering design and construction of this project is funded in the 2006 Bond Program.

The improvements will provide for the realignment and reconstruction of Pearl Street from Live Oak Street to Pacific Avenue and converting the operation of traffic for Pearl Street between Live Oak Street and Commerce Street from one-way to two-way. In addition, enhanced streetscaping, lightings, signage and pavement markings will be provided.

The consulting firm was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines (Administrative Directive 4-5).

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2008
Complete Design	April 2009

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

This item has no prior action.

## **FISCAL INFORMATION**

2006 Bond Funds - \$264,712.35

Water Utilities Capital Construction Funds - \$9,345.00

Design	\$ 274,057.35
Construction	
Paving & Drainage (PBW)	\$2,497,354.00 (est.)
Water & Wastewater (DWU)	<u>\$ 117,119.00 (est.)</u>
Total	\$2,888,530.35 (est.)

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **EJES, Inc.**

Hispanic Female	0	Hispanic Male	1
African-American Female	3	African-American Male	6
Other Female	0	Other Male	2
White Female	0	White Male	1

## **OWNER(S)**

### **EJES, Inc.**

Edwin Jones, P.E., President

## **MAP**

Attached.

## **GOOD FAITH EFFORT PLAN SUMMARY**

**PROJECT:** Authorize a professional services contract with EJES, Inc. for engineering design services for the reconstruction of Pearl Street from Commerce Street to Live Oak Street - \$274,058 - Financing: 2006 Bond Funds (\$264,713) and Water Utilities Capital Construction Funds (\$9,345)

EJES, Inc. is a local, minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Professional Services

### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$274,057.35	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$274,057.35</b>	<b>100.00%</b>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION**

#### **Local Contractors / Sub-Contractors**

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
EJES, Inc.	BMDB34288Y0708	\$203,700.99	74.33%
ARS Engineers	IMDB33763Y0308	\$37,777.00	13.78%
Caye Cook & Associates	WFDB38628Y0308	\$29,704.36	10.84%
MS Dallas	WFWB35513Y1108	\$2,875.00	1.05%
<b>Total Minority - Local</b>		<b>\$274,057.35</b>	<b>100.00%</b>

#### **Non-Local Contractors / Sub-Contractors**

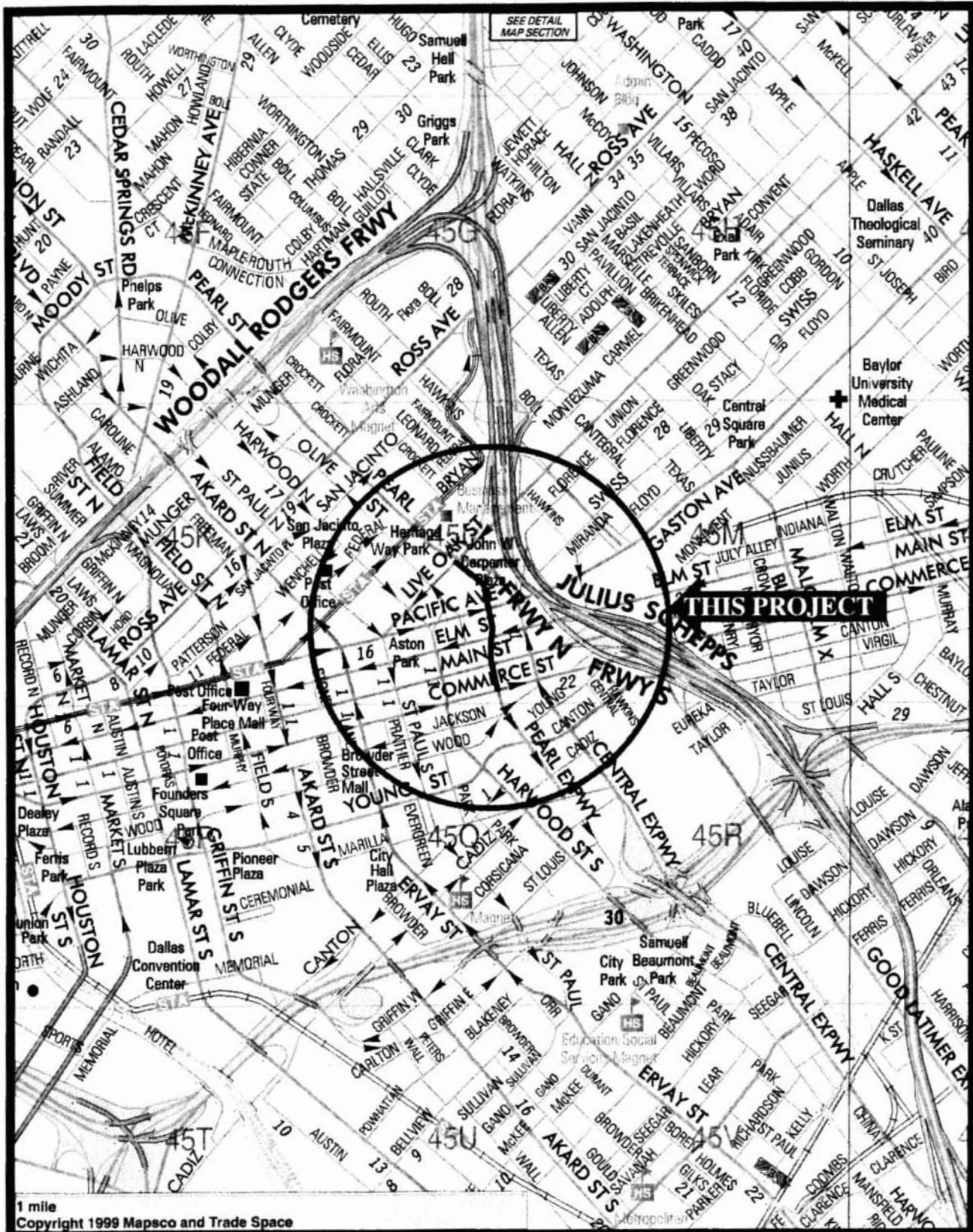
None

### **TOTAL M/WBE CONTRACT PARTICIPATION**

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$203,700.99	74.33%	\$203,700.99	74.33%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$37,777.00	13.78%	\$37,777.00	13.78%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$32,579.36	11.89%	\$32,579.36	11.89%
<b>Total</b>	<b>\$274,057.35</b>	<b>100.00%</b>	<b>\$274,057.35</b>	<b>100.00%</b>

# THOROUGHFARE

## PEARL STREET FROM COMMERCE STREET TO LIVE OAK STREET



MAPSCO 45L

April 23, 2008

**WHEREAS**, EJES, Inc. was selected to provide the engineering design services for the reconstruction of Pearl Street from Commerce Street to Live Oak 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 enter into a contract with EJES, Inc. for engineering design services for the reconstruction of Pearl Street from Commerce Street to Live Oak Street in the amount of \$274,057.35.

**Section 2.** That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

**Section 3.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contracts:

Street and Transportation Improvements Fund	
Fund 7T22, Dept. PBW, Unit U798, Act. THRF	
Obj. 4111, Program #PB06U798, CT PBW06U798G1	
Vendor #505524, in an amount not to exceed	\$264,712.35

Water Construction Fund	
Fund 0102, Dept. DWU, Unit CW42, Act. RELP	
Obj. 4111, Program #708043, Rep. WV84, CT PBW708043EN	
Vendor #505524, in an amount not to exceed	\$ 7,789.77

Wastewater Construction Fund	
Fund 0103, Dept. DWU, Unit CS42, Act. RELP	
Obj. 4111, Program #708044, Rep. TN13, CT PBW708044EN	
Vendor #505524, in an amount not to exceed	<u>\$ 1,555.23</u>

Total in an amount not to exceed	\$274,057.35
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**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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101  
 Public Works and Transportation, Dell Cole, OCMC, Room 307  
 Esther Darden, Water Utilities, 5 AN  
 Sherrian Parham, Controller's Office, 4BN



**AGENDA ITEM # 57**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 3, 5  
**DEPARTMENT:** Public Works & Transportation  
**CMO:** Ramon F. Miguez, P.E., 670-3308  
**MAPSCO:** 64J 53Z 63D

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**SUBJECT**

Authorize a professional services contract with Lim & Associates, Inc. for the engineering design of 6 erosion control improvements (list attached) - \$97,647 - Financing: 2006 Bond Funds

**BACKGROUND**

This action will provide for the engineering design of 6 erosion control improvements. The engineering design of these projects is funded by the 2006 Bond Program.

Erosion control improvements will include creek bank stabilization preventing further eroding of land and installing a retaining structure to control erosion along the creek bank.

Following are the locations and design costs for each project. The consulting firm was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines (Administrative Directive 4-5).

<b><u>Project</u></b>	<b><u>Council District</u></b>	<b><u>Firm</u></b>	<b><u>Amount</u></b>
4518 Dove Creek Way	5	Lim & Associates, Inc.	\$11,754.00
3223 South Hampton Road	3	Lim & Associates, Inc.	\$19,124.00
3417 Holiday Drive	3	Lim & Associates, Inc.	\$14,211.00
3429 Holiday Drive	3	Lim & Associates, Inc.	\$14,211.00
3509 Holiday Drive	3	Lim & Associates, Inc.	\$26,347.00
3529 Holiday Drive	3	Lim & Associates, Inc.	\$12,000.00

## **ESTIMATED SCHEDULE OF PROJECTS**

<b><u>Project</u></b>	<b><u>Begin Design</u></b>	<b><u>Complete Design</u></b>
4518 Dove Creek Way	May 2008	November 2008
3223 South Hampton Road	May 2008	November 2008
6417 Holliday Drive	May 2008	November 2008
3429 Holliday Drive	May 2008	November 2008
3509 Holliday Drive	May 2008	November 2008
3529 Holliday Drive	May 2008	November 2008

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item has no prior action.

## **FISCAL INFORMATION**

2006 Bond Funds - \$97,647

<b><u>Council District</u></b>	<b><u>Amount</u></b>
3	\$85,893.00
5	<u>\$11,754.00</u>
Total	\$97,647.00

## **Erosion Control Improvements**

### **4518 Dove Creek Way**

Design (PBW)	\$ 11,754.00
Construction	<u>\$156,454.00</u> (est.)
Total	\$168,208.00 (est.)



## **FISCAL INFORMATION** (Continued)

### **3223 South Hampton Road**

Design (PBW)	\$ 19,124.00
Construction	<u>\$170,424.00</u> (est.)
Total	\$189,548.00 (est.)

### **3417 Holliday Drive**

Design (PBW)	\$ 14,211.00
Construction	<u>\$129,594.00</u> (est.)
Total	\$142,705.00 (est.)

### **3429 Holliday Drive**

Design (PBW)	\$ 14,211.00
Construction	<u>\$128,494.00</u> (est.)
Total	\$143,805.00 (est.)

### **3509 Holliday Drive**

Design (PBW)	\$ 26,347.00
Construction	<u>\$216,174.00</u> (est.)
Total	\$242,521.00 (est.)

### **3529 Holiday Drive**

Design (PBW)	\$ 12,000.00
Construction	<u>\$128,274.00</u> (est.)
Total	\$140,274.00 (est.)

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **Lim & Associates, Inc.**

Hispanic Female	0	Hispanic Male	3
African-American Female	0	African-American Male	3
Other Female	2	Other Male	3
White Female	0	White Male	0

**OWNER(S)**

**Lim & Associates , Inc.**

Siang W. Lim, PE, RPLS

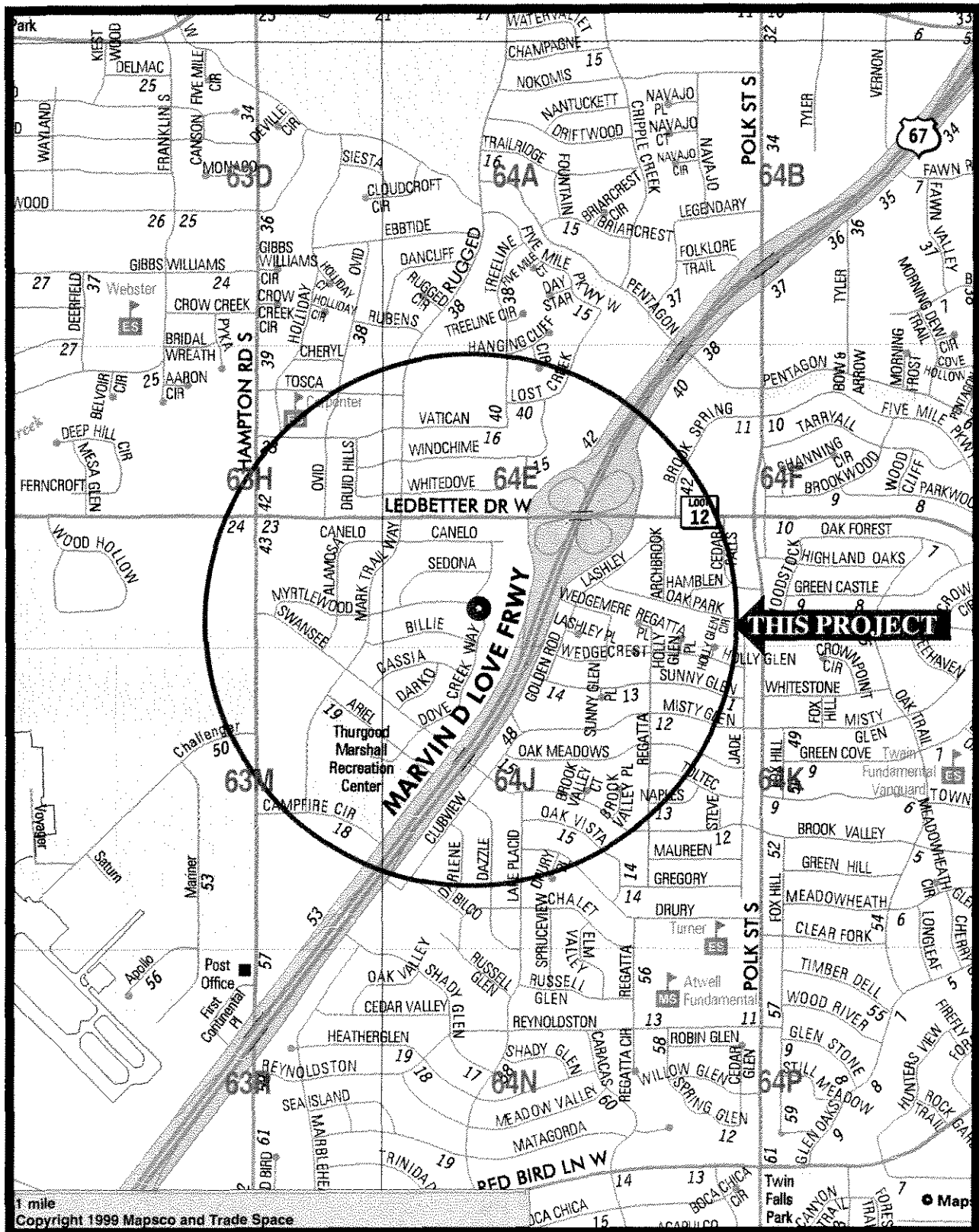
**MAP(S)**

Attached.

**Professional Services Contract for Erosion Control Improvements**

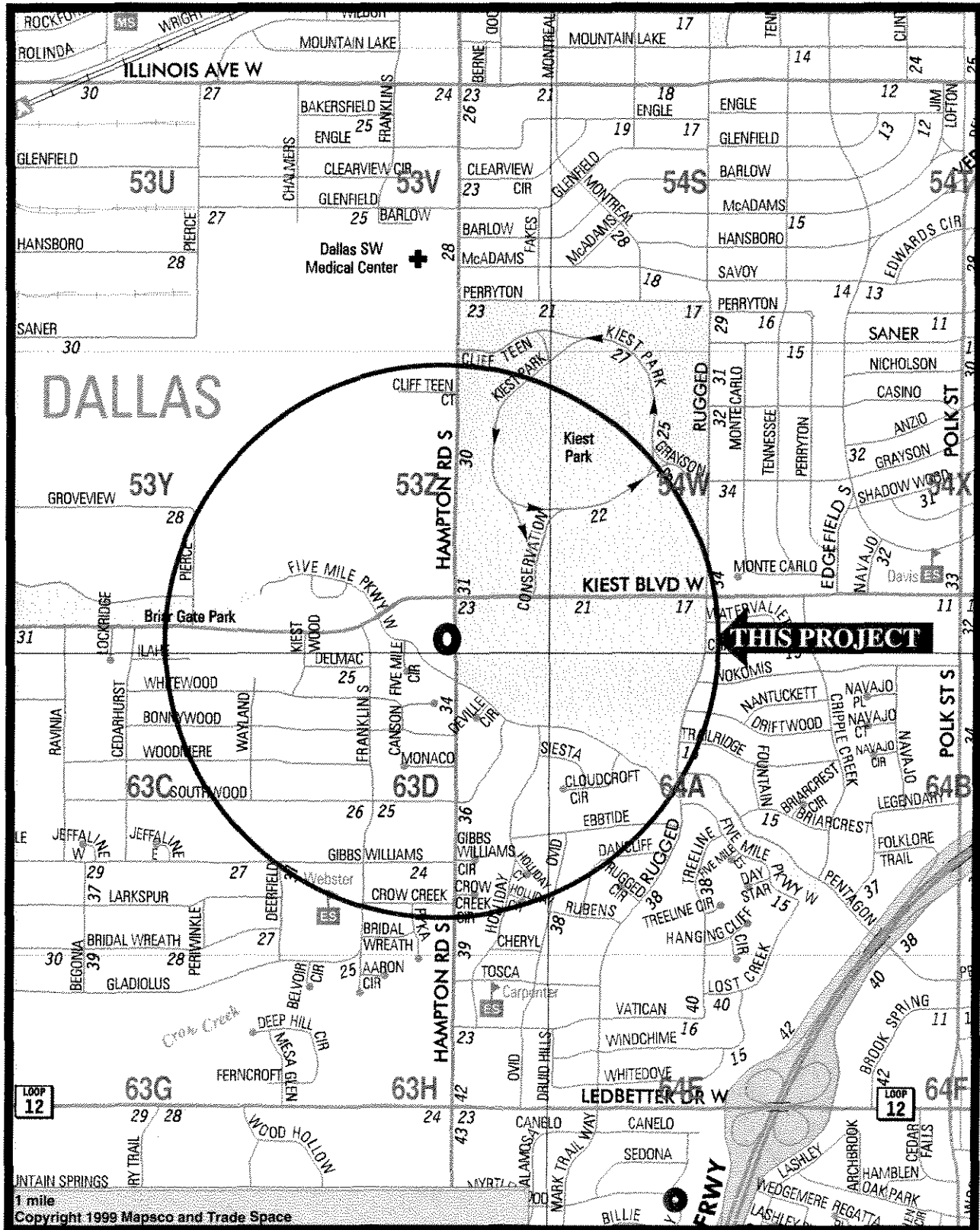
<b><u>Location</u></b>	<b><u>Council District</u></b>	<b><u>Firm</u></b>	<b><u>Amount</u></b>
4518 Dove Creek Way	5	Lim & Associates	\$11,754.00
3223 South Hampton Road	3	Lim & Associates	\$19,124.00
3417 Holliday Drive	3	Lim & Associates	\$14,211.00
3429 Holliday Drive	3	Lim & Associates	\$14,211.00
3509 Holliday Drive	3	Lim & Associates	\$26,347.00
3529 Holliday Drive	3	Lim & Associates	\$12,000.00

# 4518 DOVECREEK WAY



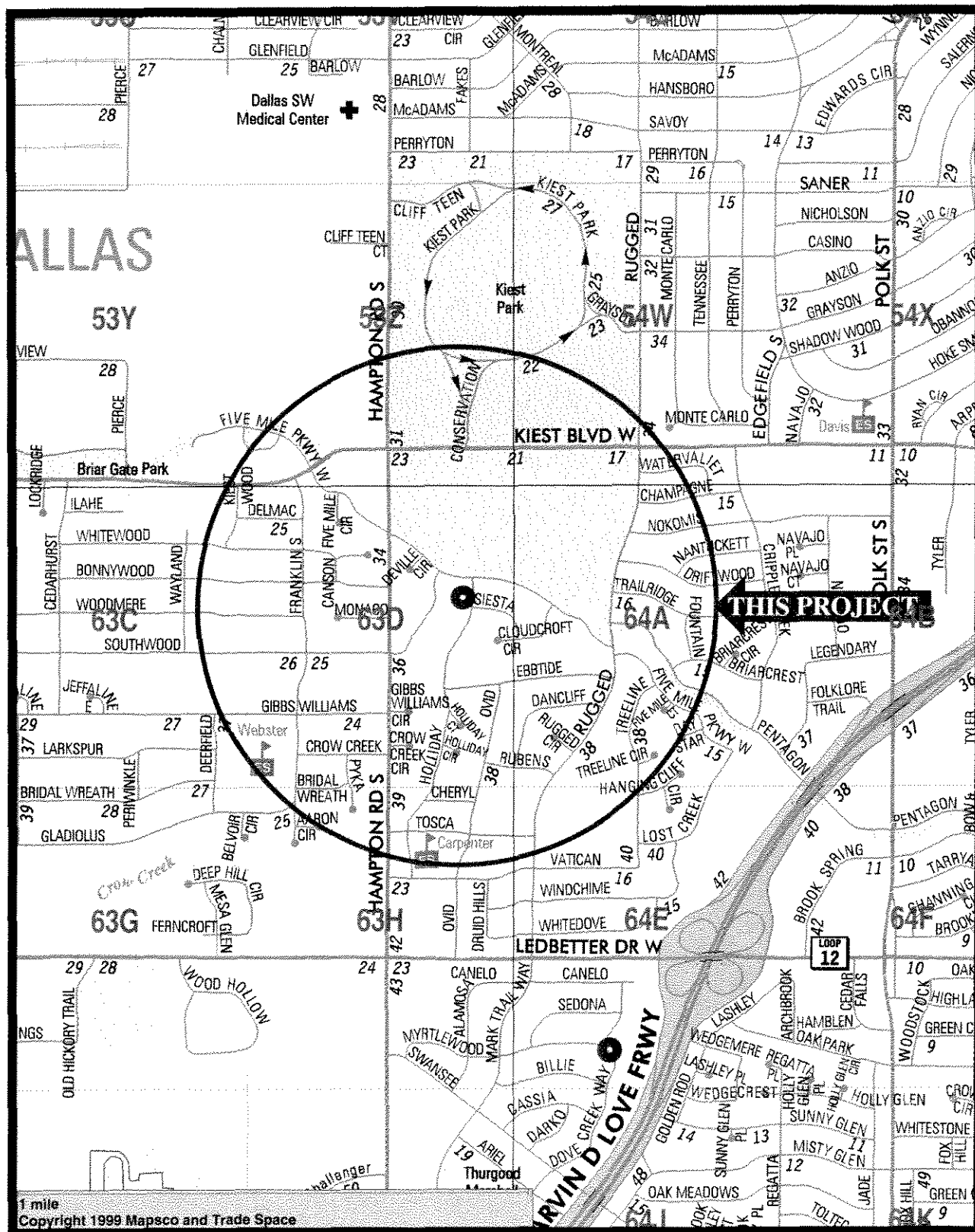
MAPSCO 64-J, 64-M

# 3223 S. HAMPTON RD.



MAPSCO 53-Z

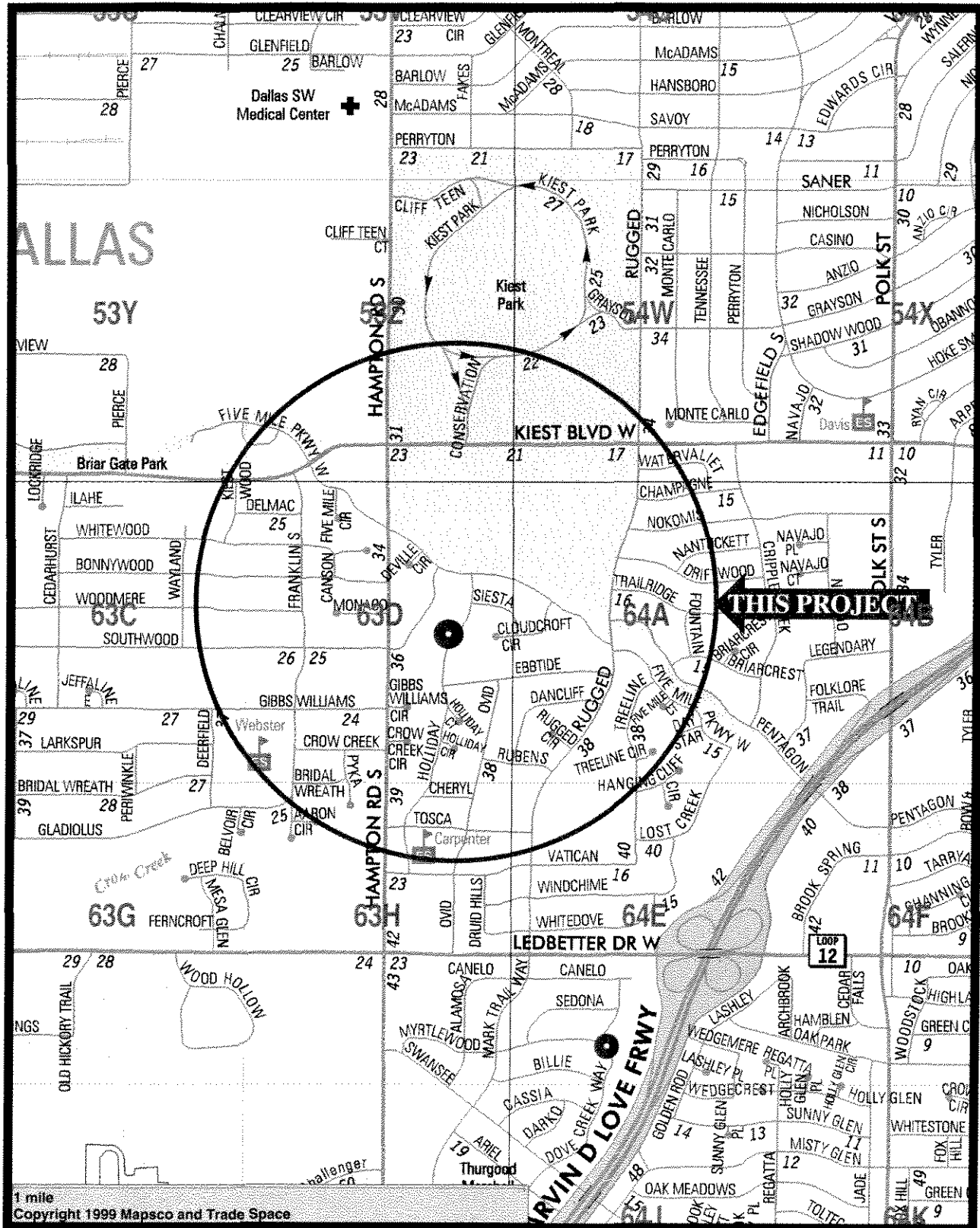
**3417 HOLLIDAY DR.**



**MAPSCO 63-D**



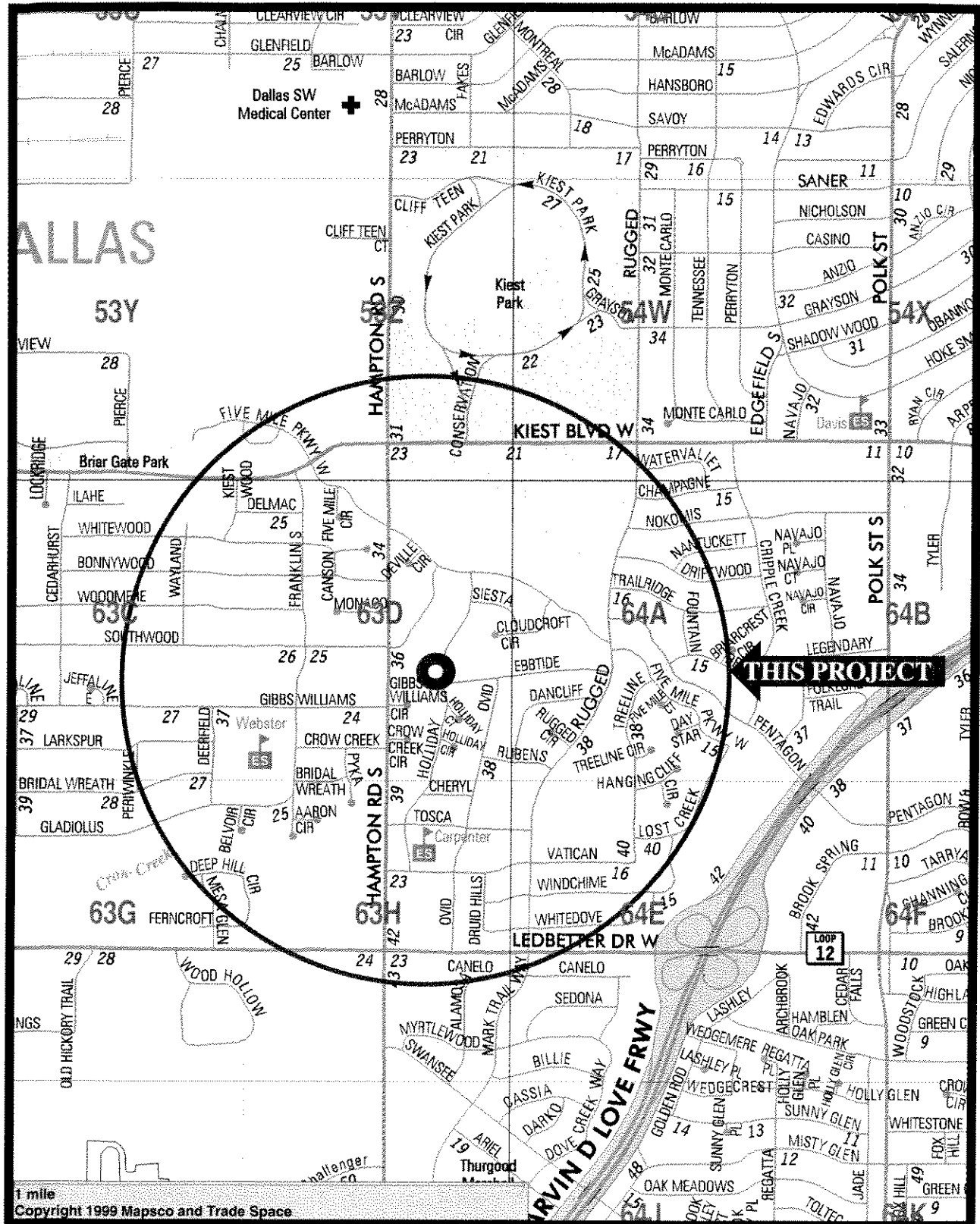
# 3509 HOLLIDAY DR.



MAPSCO 63-D



# 3529 HOLLIDAY DR.



MAPSCO 63-D

## **GOOD FAITH EFFORT PLAN SUMMARY**

**PROJECT:** Authorize a professional services contract with Lim & Associates, Inc. for the engineering design of 6 erosion control improvements (list attached) - \$97,647 - Financing: 2006 Bond Funds

Lim & Associates, Inc is a local minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Professional Services

### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$97,647.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<u>\$97,647.00</u>	<u>100.00%</u>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION**

#### **Local Contractors / Sub-Contractors**

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Lim & Associates, Inc.	PMDB36031Y1208	\$97,347.00	99.69%
Ms Dallas Reprographics	WFWB35513Y1108	\$300.00	0.31%
<b>Total Minority - Local</b>		<u>\$97,647.00</u>	<u>100.00%</u>

#### **Non-Local Contractors / Sub-Contractors**

None

### **TOTAL M/WBE CONTRACT PARTICIPATION**

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$97,347.00	99.69%	\$97,347.00	99.69%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$300.00	0.31%	\$300.00	0.31%
<b>Total</b>	<u>\$97,647.00</u>	<u>100.00%</u>	<u>\$97,647.00</u>	<u>100.00%</u>

April 23, 2008

**WHEREAS,** Lim & Associates, Inc. was selected to provide the engineering design of 6 Erosion Control Improvements.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to enter into a contract with Lim & Associates, Inc. for engineering design services for the indicated projects in an amount not to exceed \$97,647.00.

**Section 2.** That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

**Section 3.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract:

Flood Protection and Storm Drainage Facilities Fund Fund 7T23, Dept. PBW, Unit T463, Act. ERCT Obj. 4111, Program #PB06T463, CT PBW06T463G1-01 Vendor #514273, in an amount not to exceed	\$ 11,754.00
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Flood Protection and Storm Drainage Facilities Fund Fund 7T23, Dept. PBW, Unit T470, Act. ERCT Obj. 4111, Program #PB06T470 CT PBW06T463G1-02 Vendor #514273, in an amount not to exceed	\$19,124.00
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Flood Protection and Storm Drainage Facilities Fund Fund 7T23, Dept. PBW, Unit T472, Act. ERCT Obj. 4111, Program #PB06T472, CT PBW06T463G1-03 Vendor #514273, in an amount not to exceed	\$ 14,211.00
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Flood Protection and Storm Drainage Facilities Fund Fund 7T23, Dept. PBW, Unit T473, Act. ERCT Obj. 4111, Program #PB06T473, CT PBW06T463G1-04 Vendor #514273, in an amount not to exceed	\$ 14,211.00
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April 23, 2008

Flood Protection and Storm Drainage Facilities Fund  
Fund 7T23, Dept. PBW, Unit T474, Act. ERCT  
Obj. 4111, Program #PB06T474, CT PBW06T463G1-05  
Vendor #514273, in an amount not to exceed \$ 26,347.00

Flood Protection and Storm Drainage Facilities Fund  
Fund 7T23, Dept. PBW, Unit T475, Act. ERCT  
Obj. 4111, Program #PB06T475, CT PBW06T463G1-06  
Vendor #514273, in an amount not to exceed \$ 12,000.00

Total in an amount not to exceed \$ 97,647.00

**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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101  
Public Works and Transportation, Paulette Williams , OCMC, Room 307  
Sherrian Parham, Controller's Office, 4BN

## AGENDA ITEM # 58

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Public Works & Transportation  
Water Utilities  
Housing

**CMO:** Ramon F. Miguez, P.E., 670-3308  
A. C. Gonzalez, 671-8925

**MAPSCO:** 47J & N

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### SUBJECT

Authorize a professional services contract with Urban Engineers Group, Inc. for the engineering design of street, alley and drainage infrastructure improvements for Project Group 06-3009 (list attached) - \$201,730 - Financing: 2003 Bond Funds (\$168,140) and Water Utilities Capital Construction Funds (\$33,590)

### BACKGROUND

In the 2003 Bond Program, the citizens of Dallas approved funding for street, alley and drainage infrastructure improvements for low to moderate income housing developments pursuant to the City Housing Program. This action will provide for the engineering design of infrastructure improvement projects.

These improvements will include the reconstruction of Bealls Street from Dolphin Road to the alley between Silver Avenue to Dolphin Road, Mingo Street from Dolphin Road to Silver Avenue and the alley between Silver Avenue and Dolphin Road from Haskell Avenue to Detonte Street. It will also include the resurfacing of Detonte Street from Dolphin Road to Silver Avenue and Silver Avenue from Haskell Avenue to dead end. This work will consist of reinforced concrete pavement, asphalt resurfacing, integral curbs, sidewalks, driveway approaches, barrier free ramps, storm drainage, water and wastewater improvements.

Following are the locations and design costs for each project. The consulting firm was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

**BACKGROUND** (Continued)

<b><u>Project</u></b>	<b><u>Council District</u></b>	<b><u>Firm</u></b>	<b><u>Amount</u></b>
<b><u>Project Group 06-3009</u></b>			
Bealls Street from Dolphin Road to alley between Silver Avenue to Dolphin Road	7	Urban Engineers Group, Inc.	\$27,696.00
Detonte Street from Dolphin Road to Silver Avenue	7	Urban Engineers Group, Inc.	\$29,903.00
Mingo Street from Dolphin Road to Silver Avenue	7	Urban Engineers Group, Inc.	\$39,125.00
Silver Avenue from Haskell Avenue to Dead End	7	Urban Engineers Group, Inc.	\$55,330.00
Alley between Silver Avenue and Dolphin Road from Haskell Avenue to Detonte Street	7	Urban Engineers Group, Inc.	\$16,086.00

**ESTIMATED SCHEDULE OF PROJECTS**

<b><u>Project</u></b>	<b><u>Begin Design</u></b>	<b><u>Complete Design</u></b>
Bealls Street from Dolphin Road to alley between Silver Avenue to Dolphin Road	May 2008	January 2009
Detonte Street from Dolphin Road to Silver Avenue	May 2008	January 2009
Mingo Street from Dolphin Road to Silver Avenue	May 2008	January 2009
Silver Avenue from Haskell Avenue to Dead End	May 2008	January 2009

## **ESTIMATED SCHEDULE OF PROJECTS** (Continued)

<b><u>Project</u></b>	<b><u>Begin Design</u></b>	<b><u>Complete Design</u></b>
Alley between Silver Avenue and Dolphin Road from Haskell Avenue to Detonte Street	May 2008	January 2009

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item has no prior action.

## **FISCAL INFORMATION**

2003 Bond Funds - \$168,140

Water Utilities Capital Construction Funds - \$33,590

## **Infrastructure Improvements**

### **Bealls Street from Dolphin Road to alley between Silver Avenue to Dolphin Road**

Design (PBW)	\$ 27,696.00
Design (DWU)	\$ 12,250.00
Construction	<u>\$356,213.00</u> (est.)
Total	<u>\$396,159.00</u> (est.)

### **Detonte Street from Dolphin Road to Silver Avenue**

Design (PBW)	\$ 29,903.00
Construction	<u>\$233,617.00</u> (est.)
Total	<u>\$263,520.00</u> (est.)

### **Mingo Street from Dolphin Road to Silver Avenue**

Design (PBW)	\$ 39,125.00
Design (DWU)	\$ 14,621.00
Construction	<u>\$472,571.00</u> (est.)
Total	<u>\$526,317.00</u> (est.)

### **Silver Avenue from Haskell Avenue to Dead End**

Design (PBW)	\$ 55,330.00
Construction	<u>\$432,268.00</u> (est.)
Total	<u>\$487,598.00</u> (est.)

**FISCAL INFORMATION** (Continued)Alley between Silver Avenue and Dolphin Road from Haskell Avenue to Detonte Street

Design (PBW)	\$ 16,086.00
Design (DWU)	\$ 6,719.00
Construction	<u>\$202,028.00</u> (est.)
Total	\$224,833.00 (est.)

**M/WBE INFORMATION**

See attached.

**ETHNIC COMPOSITION**Urban Engineers Group, Inc.

Hispanic Female	1	Hispanic Male	0
African-American Female	0	African-American Male	1
Other Female	0	Other Male	1
White Female	2	White Male	0

**OWNER(S)****Urban Engineers Group, Inc.**

Faisal Syed, P.E., Professional Traffic Operation Engineer, Manager

**MAP(S)**

Attached.



**Professional Services Contract for Project Group 06-3009**

	<b><u>Council District</u></b>	<b><u>Firm</u></b>	<b><u>Amount</u></b>
<b><u>Street Reconstruction</u></b>			
Bealls Street from Dolphin Road to alley between Silver Avenue to Dolphin Street	7	Urban Engineers Group, Inc.	\$ 27,696
Detonte Street from Dolphin Road to Silver Avenue	7	Urban Engineers Group, Inc.	\$ 29,903
Mingo Street from Dolphin Road to Silver Avenue	7	Urban Engineers Group, Inc.	\$ 39,125
Silver Avenue from Haskell Avenue to Dead End	7	Urban Engineers Group, Inc.	\$ 55,330
Alley between Silver Avenue and Dolphin Road from Haskell Avenue to Detonte Street	7	Urban Engineers Group, Inc.	\$ 16,086

## **GOOD FAITH EFFORT PLAN SUMMARY**

**PROJECT:** Authorize a professional services contract with Urban Engineers Group, Inc. for the engineering design of street, alley and drainage infrastructure improvements for Project Group 06-3009 (list attached) - \$201,730 - Financing: 2003 Bond Funds (\$168,140) and Water Utilities Capital Construction Funds (\$33,590)

Urban Engineers Group, Inc. is a local, minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Professional Services

### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$201,730.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$201,730.00</b>	<b>100.00%</b>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION**

#### **Local Contractors / Sub-Contractors**

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Urban Engineers Group, Inc.	HFDB33931Y0508	\$161,730.00	80.17%
Dal-Tech Engineers	WFWB34566Y0808	\$16,000.00	7.93%
Walker Reprographics	WFWB35044N1008	\$4,000.00	1.98%
<b>Total Minority - Local</b>		<b>\$181,730.00</b>	<b>90.09%</b>

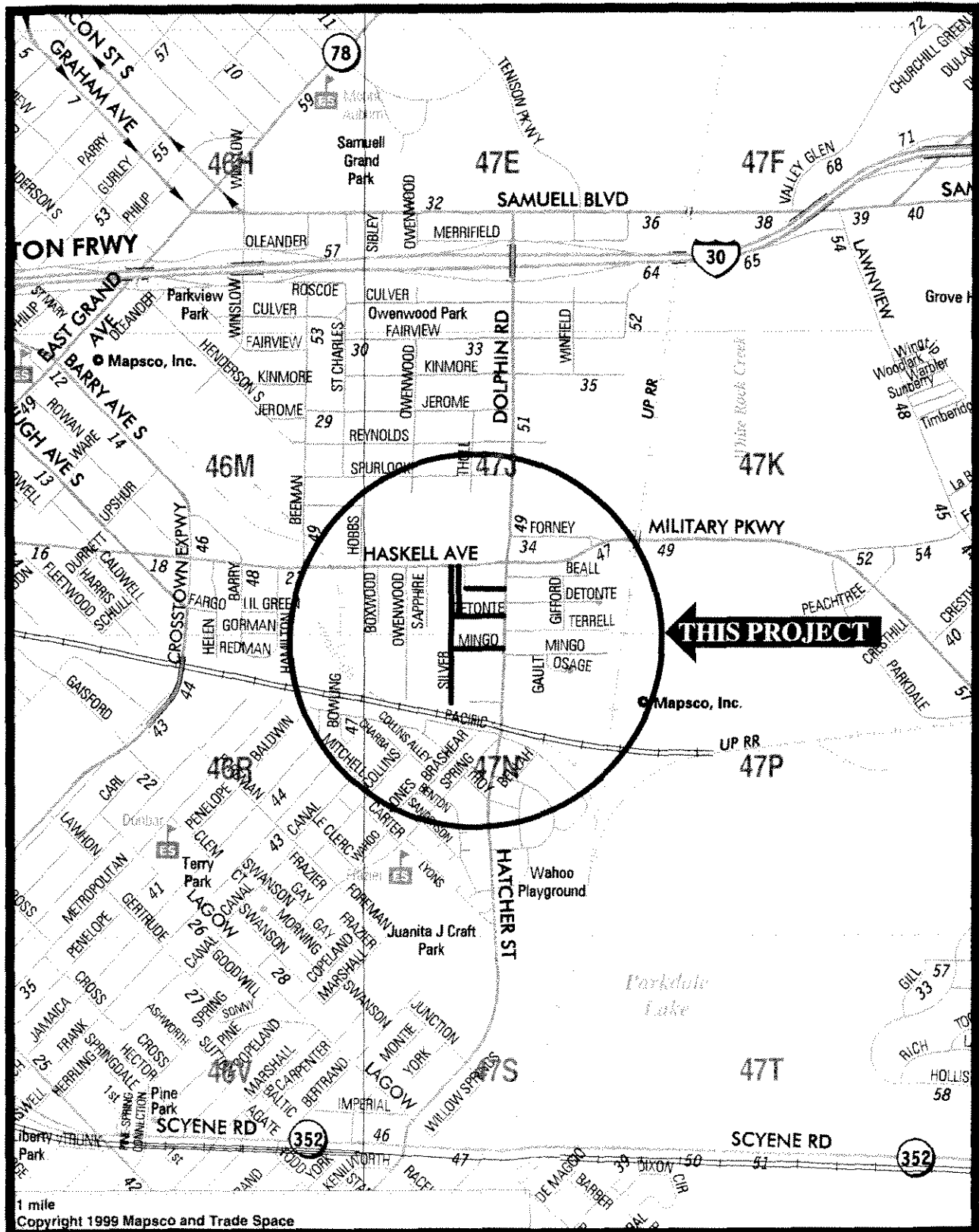
#### **Non-Local Contractors / Sub-Contractors**

None

### **TOTAL M/WBE CONTRACT PARTICIPATION**

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$181,730.00	90.09%	\$181,730.00	90.09%
<b>Total</b>	<b>\$181,730.00</b>	<b>90.09%</b>	<b>\$181,730.00</b>	<b>90.09%</b>

# PROJECT GROUP 06-3009



MAPSCO 47J & N



April 23, 2008

**WHEREAS**, Urban Engineers Group, Inc. was selected to provide the engineering design of street, alley and drainage infrastructure improvements.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to enter into a contract with Urban Engineers Group, Inc. for engineering design services for Project Group 06-3009 in an amount not to exceed \$201,730.

**Section 2.** That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

**Section 3.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract:

a. Urban Engineers Group for the design of street, alley and drainage infrastructure improvements for: Bealls Street from Dolphin Road to alley between Silver Avenue to Dolphin Road, Detonte Street from Dolphin Road to Silver Avenue, Mingo Street from Dolphin Road to Silver Avenue, Silver Avenue from Haskell Avenue to Dead End and alley between Silver Avenue and Dolphin Road from Haskell Avenue to Detonte Street:

Specified Street Projects Fund Fund 5R21, Dept. PBW, Unit R873, Act. HOIN Obj. 4111, Program #PB03R873, CT PBW03R873G1 Vendor #511462, in an amount not to exceed	\$168,140
Water Construction Fund Fund 0102, Dept. DWU, Unit CW42, Act. RELP Obj. 4111, Program #708169, Rept. WW15, CT PBW708169EA Vendor #511462, in an amount not to exceed	\$ 18,390
Wastewater Construction Fund Fund 0103, Dept. DWU, Unit CS42, Act. RELP Obj. 4111, Program #708170, Rept. TN33, CT PBW708170EA Vendor #511462, in an amount not to exceed	<u>\$ 15,200</u>
Total in an amount not to exceed	\$201,730

April 23, 2008

**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.

Distribution:      Public Works and Transportation, Jean Mitchell, OCMC, Room 101  
                         Public Works and Transportation, Dell Cole, OCMC, Room 307  
                         Esther Darden, Water Utilities, 5 AN  
                         Dannita Williams, Housing 6DN  
                         City Attorney  
                         Sherrian Parham, Controller's Office, 4BN

## AGENDA ITEM # 59

**KEY FOCUS AREA:** Economic Vibrancy  
Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Public Works & Transportation  
Library

**CMO:** Ramon F. Miguez, P.E., 670-3308  
David O. Brown, 670-3390

**MAPSCO:** 23Z

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### SUBJECT

Authorize an increase in the contract with CORE Construction Services of Texas, Inc. to provide modifications to the scope of work to include the addition of an audio-visual system modifications to the concrete pavement to comply with accessibility standards, modification of structural steel framing for the Black Box theater, and the addition of interior lighting for the Bachman Lake Branch Library to be located at 9480 Webb Chapel Road - \$61,246, from \$4,169,087 to \$4,230,333 - Financing: 2003 Bond Funds

### BACKGROUND

The Library Master Plan, as developed by the Hillier Group and approved by City Council, indicated a need for a replacement library for the existing Walnut Hill Branch facility. In the 2003 Bond Program, the citizens of Dallas approved funding for design and construction of a new library facility to serve the Northwest Dallas area. Bonds were sold in November 2003 in the amount of \$1,800,000 and in November 2004, in the amount of \$513,000. In November 2005, bonds were sold in the amount of \$5,700,832, for a total of \$8,013,832.

The Bachman Lake Branch Library, located at the corner of Webb Chapel Road and El Centro Drive, is to be a new 19,700 square foot facility that will include a "black box" theater for use by community arts organizations. This facility will achieve LEED Silver certification under the LEED (Leadership in Energy & Environmental Design) program of the U.S. Green Building Council.

On August 22, 2007, Resolution No. 07-2396 authorized a construction contract with CORE Construction Services of Texas, Inc. in the amount of \$4,104,100 for construction of the Bachman Lake Branch Library.

## **BACKGROUND** (Continued)

This action will authorize Change Order No. 2 to the construction contract for addition of an audio-visual system comparable to other branch library facilities, revising concrete paving to comply with accessibility standards, a field modification of structural steel framing for the Black Box theater, and addition of interior lighting for the Bachman Lake Branch Library, in an amount not to exceed \$61,246, increasing the contract from \$4,169,087 to \$4,230,333.

## **ESTIMATED SCHEDULE OF PROJECT**

Began Design	June 2005
Completed Design	April 2007
Began Construction	September 2007
Complete Construction	August 2008

## **PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Authorized acceptance of the Library Master Plan on April 11, 2001, by Resolution No. 01-1261.

Authorized a professional services contract with Leo A. Daly to provide architectural and engineering services for the design of a new facility on May 25, 2005, by Resolution No. 05-1554.

Authorized a construction contract with CORE Construction Services of Texas, Inc. on August 22, 2007, by Resolution No. 07-2396.

Authorized Change Order No. 1 to the construction contract with CORE Construction Services of Texas, Inc. for remediation of unforeseen site conditions and to change the name of the facility from Walnut Hill Branch Library to Bachman Lake Branch Library, on February 13, 2008, by Resolution No. 08-0424.

Authorized award of three contracts for furniture, furnishings and equipment and signage installation for the new library facility on February 27, 2008, by Resolution No. 08-0675.



## **FISCAL INFORMATION**

2003 Bond Funds - \$61,246

Land Acquisition	\$1,400,000
Design	459,746
Environmental Testing & Remediation	43,710
Demolition	69,837
Construction	4,169,087
Permit/Fees	11,090
Testing	39,925 (est.)
Furniture, Fixtures & Equipment	450,000 (est.)
Public Art	55,000
Contingency	1,254,191
Change Order No. 2 (this action)	<u>61,246</u>
Total Project Cost	\$8,013,832 (est.)

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **CORE Construction Services of Texas, Inc.**

African-American Female	0	African-American Male	0
Hispanic Female	0	Hispanic Male	42
White Female	8	White Male	22
Other Female	1	Other Male	3

## **OWNER(S)**

### **CORE Construction Services of Texas, Inc.**

Keith Roeschley, President  
Marc Robertson, Executive Vice President

## **MAP**

Attached.

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize an increase in the contract with CORE Construction Services of Texas, Inc. to provide modifications to the scope of work to include the addition of an audio-visual system modifications to the concrete pavement to comply with accessibility standards, modification of structural steel framing for the Black Box theater, and the addition of interior lighting for the Bachman Lake Branch Library to be located at 9480 Webb Chapel Road - \$61,246, from \$4,169,087 to \$4,230,333 - Financing: 2003 Bond Funds

CORE Construction Services of Texas, Inc. is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

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### LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$23,173.00	37.84%
Non-local contracts	\$38,073.00	62.16%
<b>TOTAL THIS ACTION</b>	<u>\$61,246.00</u>	<u>100.00%</u>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

#### Local Contractors / Sub-Contractors

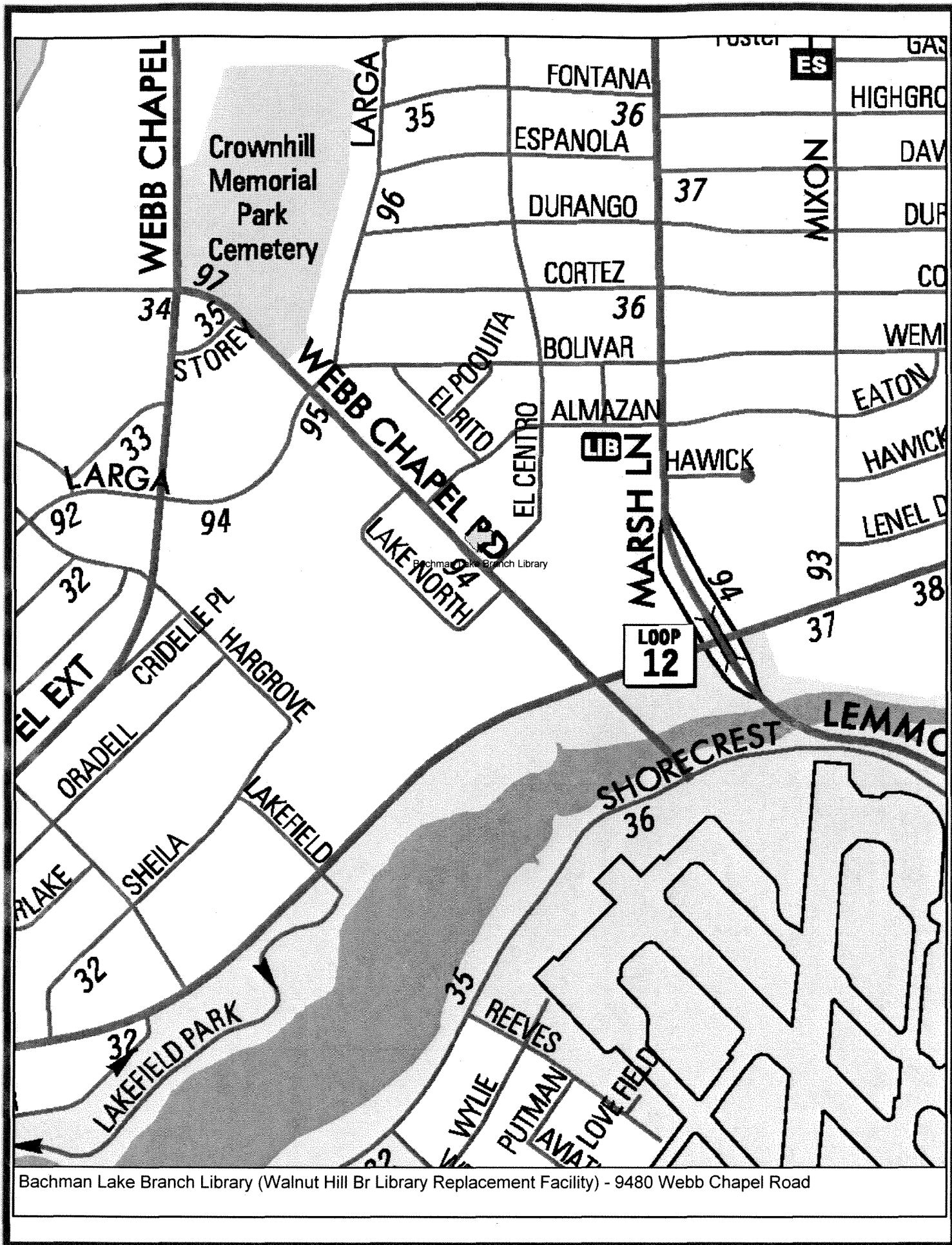
None

#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
KL Enterprises	WFWB35921Y1208	\$7,494.00	19.68%
<b>Total Minority - Non-local</b>		<u>\$7,494.00</u>	<u>19.68%</u>

### TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$583,480.00	13.79%
Hispanic American	\$0.00	0.00%	\$39,100.00	0.92%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$7,494.00	12.24%	\$425,036.00	10.05%
<b>Total</b>	<u>\$7,494.00</u>	<u>12.24%</u>	<u>\$1,047,616.00</u>	<u>24.76%</u>



Bachman Lake Branch Library (Walnut Hill Br Library Replacement Facility) - 9480 Webb Chapel Road



April 23, 2008

**WHEREAS**, the Library Master Plan as developed by the Hillier Group and approved by City Council indicates a need for a replacement library for the existing Walnut Hill facility; and,

**WHEREAS**, in the 2003 Bond Program, the citizens of Dallas approved funding for the design and construction of a replacement library facility to serve the Walnut Hill service area; and,

**WHEREAS**, the Bachman Lake Branch Library, replacing the Walnut Hill facility, will be a new 19,500 square feet facility located at the corner of Webb Chapel Road and El Centro Drive; and,

**WHEREAS**, on April 11, 2001, Resolution No. 01-1261 authorized acceptance of the Library Master Plan; and,

**WHEREAS**, on May 25, 2005, Resolution No. 05-1554 authorized a professional services contract with Leo A. Daly Company to provide architectural and engineering services for the design of the Walnut Hill Branch Library replacement facility in the amount of \$435,796; and,

**WHEREAS**, on August 22, 2007, Resolution No. 07-2396 authorized a construction contract with CORE Construction Services of Texas, Inc. for the replacement facility for the Walnut Hill Branch Library in the amount of \$4,104,100; and,

**WHEREAS**, on February 13, 2008, Resolution No. 08-0424 authorized Change Order No. 1 to the construction contract with CORE Construction Services of Texas, Inc. for remediation of unforeseen site conditions and to change the name of the new facility from Walnut Hill Branch Library to Bachman Lake Branch Library, in the amount of \$64,987, from \$34,104,100 to \$4,169,087; and,

**WHEREAS**, on February 27, 2008, Resolution No. 08-0675 authorized three contracts for furniture, fixtures, equipment and signage installation at the Bachman Lake Branch Library for a total of \$205,975; and,

**WHEREAS**, it is now necessary to authorize an increase in the contract with CORE Construction Services of Texas, Inc. for Change Order No. 2, to provide modifications to the scope of work to include the addition of an audio-visual system, modifications to the concrete pavement to comply with accessibility standards, modification of structural steel framing for the Black Box theater, and the addition of interior lighting for the Bachman Lake Branch Library to be located at 9480 Webb Chapel Road, in the amount of \$61,246, from \$4,169,087 to \$4,230,333.

April 23, 2008

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to increase the contract, after it has been approved as to form by the City Attorney, with CORE Construction Services of Texas, Inc. to provide modifications to the scope of work to include the addition of an audio-visual system, modifications to the concrete pavement to comply with accessibility standards, modification of structural steel framing for the Black Box theater, and the addition of interior lighting for the Bachman Lake Branch Library in the amount of \$61,246, from \$4,169,087 to \$4,230,333.

**Section 2.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Library Facilities Fund	
Fund 5R42, Dept. PBW, Unit R668, Act. LIBF	
Obj. 4310, Program #PB03R668, CT PBW03R668K1	
Vendor #VS0000010088, in an amount not to exceed	\$56,403

Library Facilities Fund	
Fund 4R42, Dept. PBW, Unit PA02, Act. PUBA	
Obj. 4310, Program #PB03R668, CT PBW03R668K1	
Vendor #VS0000010088, in an amount not to exceed	<u>\$ 4,843</u>

Total in an amount not to exceed	\$61,246
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**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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101  
 Public Works and Transportation, Robert Van Buren, OCMC, Room 321  
 Library  
 City Attorney  
 Office of Financial Services  
 Sherrian Parham, Controller's Office - 4BN

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 5, 11

**DEPARTMENT:** Public Works & Transportation

**CMO:** Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 15N

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**SUBJECT**

Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation to provide cost reimbursement for traffic signal improvements on Montfort Drive at Alpha Road and Peterson Lane in an amount not to exceed \$88,306; and **(2)** a local match in an amount not to exceed \$22,077 – Not to exceed \$110,383 – Financing: Texas Department of Transportation Grant Funds (\$88,306) and Current Funds (\$22,077)

**BACKGROUND**

The Texas Department of Transportation (TxDOT) will be widening Montfort Drive from Peterson Lane to Alpha Road from a 4-lane facility to a 5-lane facility. The work will include traffic signal improvements on Montfort Drive at Peterson Lane and Alpha Road. TxDOT has requested that the City of Dallas provide traffic signal equipment in conjunction with this project to be compatible with other traffic signals in the system. The permanent installation of the signal will be installed by a State contractor. City Forces will install temporary overhead cable to power the intersection during construction, remove the overhead cable at the conclusion of the project and remove the existing permanent underground cable. Since this is an off-system location, TxDOT will fund 80% of the cost of the traffic signal adjustment portion of the project. The 20% local match will be provided by Current funds.

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

This item has no prior action.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Construction	July 2008
Complete Construction	January 2009

## **FISCAL INFORMATION**

Texas Department of Transportation Grant Funds - \$88,306  
Current Funds - \$22,077

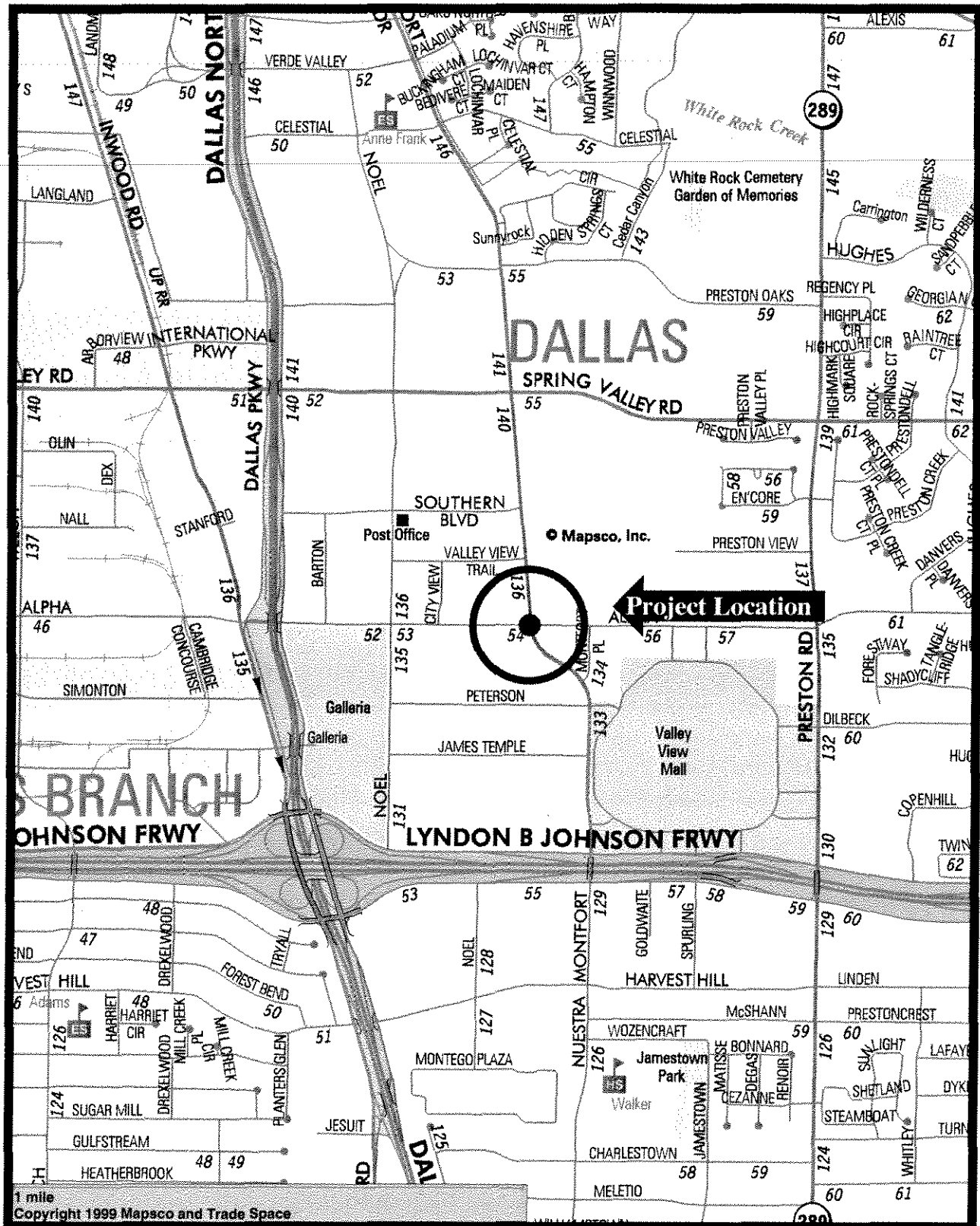
<u>Council District</u>	<u>Amount</u>
5	\$ 58,502.68
11	<u>\$ 51,880.05</u>
Total	\$110,382.73

## **MAP**

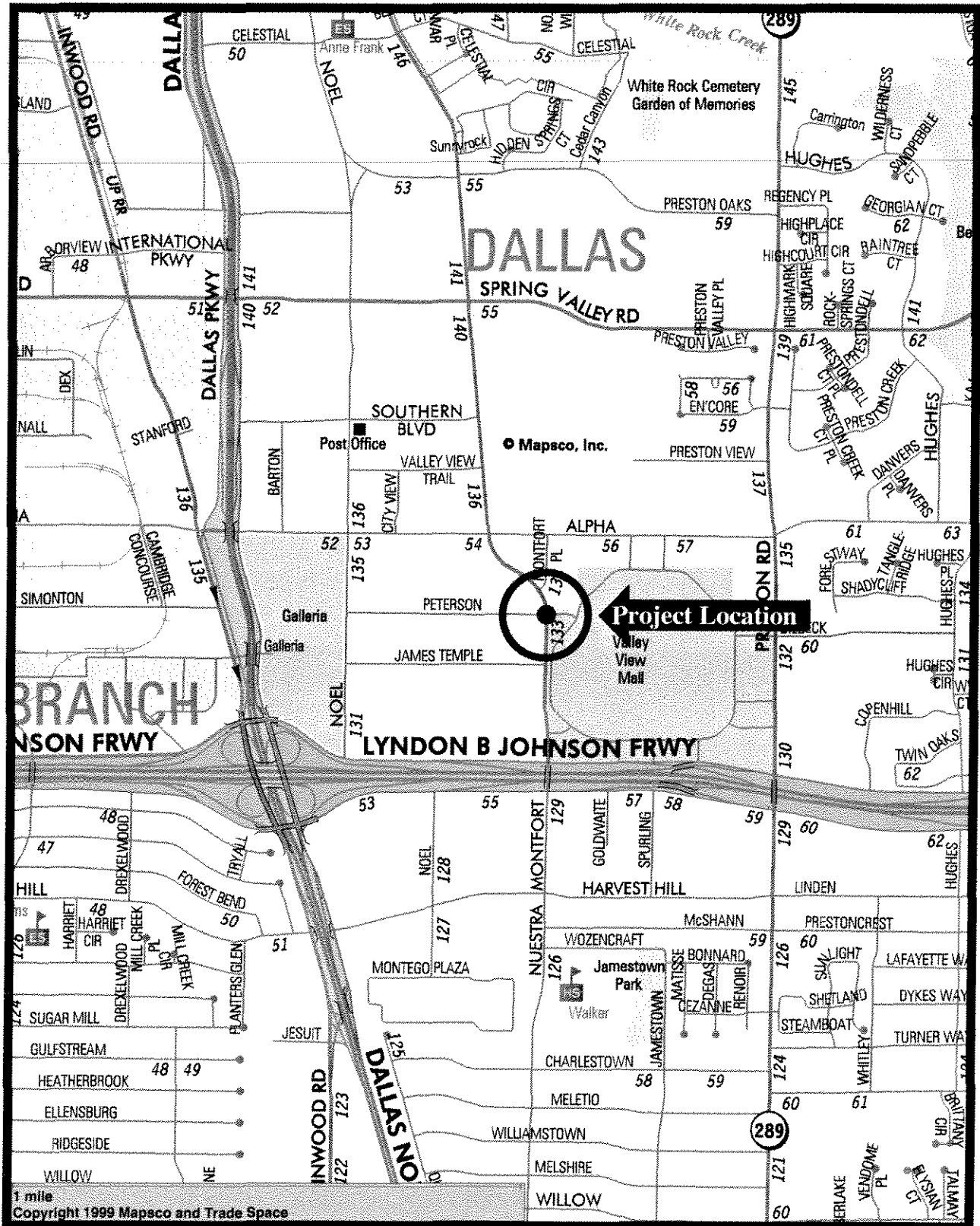
Attached



## Alpha Rd. at Montfort Dr.



# Montfort at Peterson



April 23, 2008

**WHEREAS**, the Texas Department of Transportation (TxDOT) desires that the City assist with traffic signal improvements on Montfort Drive at Alpha Road and Peterson Lane; and

**WHEREAS**, the City of Dallas is in agreement with this proposal in order that safety and traffic flow be maintained at these locations during construction and in order that the equipment be compatible with the standard operations of other signals in the area; and

**WHEREAS**, TxDOT will fund 80% of the project in an amount not to exceed \$88,306; and

**WHEREAS**, current funds will provide the required local match in an amount not to exceed \$22,077.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to enter into an Interlocal Agreement with the Texas Department of Transportation for the reimbursement of costs for traffic control equipment related to traffic signal improvements on Montfort Drive at Alpha Road and Peterson Lane in an amount not to exceed \$110,383.

**Section 2.** That the City Manager is hereby authorized to execute the agreement after it has been approved as to form by the City Attorney.

**Section 3.** That the City Manager is hereby authorized to establish an appropriation in the amount of \$110,383 in Fund 08EQ, Department PBW, Unit 88EQ, Obj. 4820, Activity Code THRG, Major Program TxDOT, Program TP08EQ08.

**Section 4.** That the City Controller is hereby authorized to disburse funds from Fund 08EQ, Department PBW; Unit 88EQ, Obj. 4820, Activity Code THRG, Program TP08EQ08 in an amount not to exceed \$110,383.

**Section 5.** That the City Controller is hereby authorized to deposit all reimbursements from TxDOT pertaining to this project in an amount not to exceed \$88,306 in Fund 08EQ Department PBW, Unit 88EQ, Revenue Source 6508.

**Section 6.** That the City Controller is hereby authorized to transfer all required in-kind match funds in an amount not to exceed \$22,077 to Fund 08EQ, Dept. PBW, Unit 88EQ, Act. THRG, Obj. Code 4820 from Fund 0001, Dept. PBW, Unit 3051, Act. PB16, Obj. 2820, GAE PBWTXDOTG05.

April 23, 2008

**Section 7.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

Distribution:     Public Works and Transportation, Jean Mitchell, OCMC, Room 101  
                     Public Works and Transportation, Hazel Baker, City Hall, L1BS

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 1

**DEPARTMENT:** Public Works & Transportation

**CMO:** Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 53F, G 54F

---

**SUBJECT**

Authorize **(1)** street paving, storm drainage, water and wastewater main improvements for Street Group 03-447 to provide 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 **(2)** a benefit assessment hearing to be held on June 11, 2008, to receive comments (list attached) - Financing: No cost consideration to the City

**BACKGROUND**

West Brooklyn Avenue from South Edgefield Avenue to South Winnetka Avenue was requested by property owner petition and accepted on November 18, 2004. The improvements will consist of upgrading the existing unimproved two-lane asphalt street with a 30-foot wide concrete pavement with curbs, sidewalks, barrier free ramps, drive approaches and water main improvements. West 9<sup>th</sup> Street from North Westmoreland Road to North Ravinia Drive was requested by property owner petition and accepted on February 15, 2005. The improvements will consist of upgrading the existing unimproved two-lane asphalt street with a 26-foot wide concrete pavement with curbs, sidewalks, barrier free ramps, drive approaches, storm drainage, water and wastewater main improvements.

The paving assessment process requires the following three steps:

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

These actions are the 1st and 2nd steps in the process.

## **ESTIMATED SCHEDULE OF PROJECT**

Began Design	September 2006
Complete Design	April 2008
Begin Construction	August 2008
Complete Construction	March 2009

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Authorized a professional services contract for engineering services on April 12, 2006, by Resolution No. 06-1036.

## **FISCAL INFORMATION**

Design	\$ 67,190.00
Construction	
Paving & Drainage (PBW)	\$1,109,946.00 (est.)
Water and Wastewater - (WTR)	<u>\$ 353,000.00</u> (est.)
Total Project Cost	\$1,530,136.00 (est.)

This project does involve assessments.

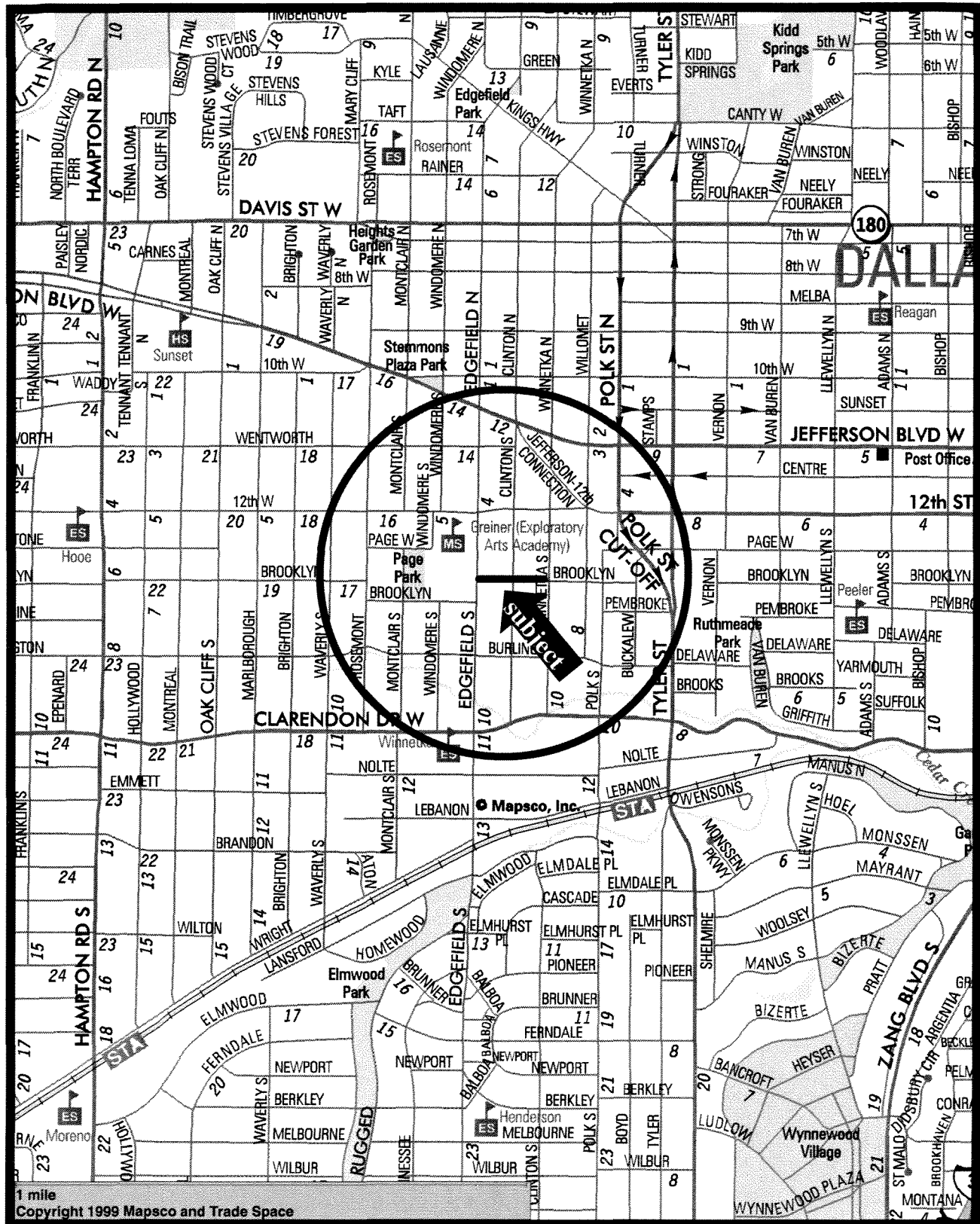
## **MAPS**

Attached.

**Street Group 03-447**

<b><u>Project</u></b>	<b><u>Limits</u></b>	<b><u>Council District</u></b>
West Brooklyn Avenue	from South Edgefield Avenue to South Winnetka Avenue	1
West 9th Street	from North Westmoreland Road to North Ravinia Drive	1

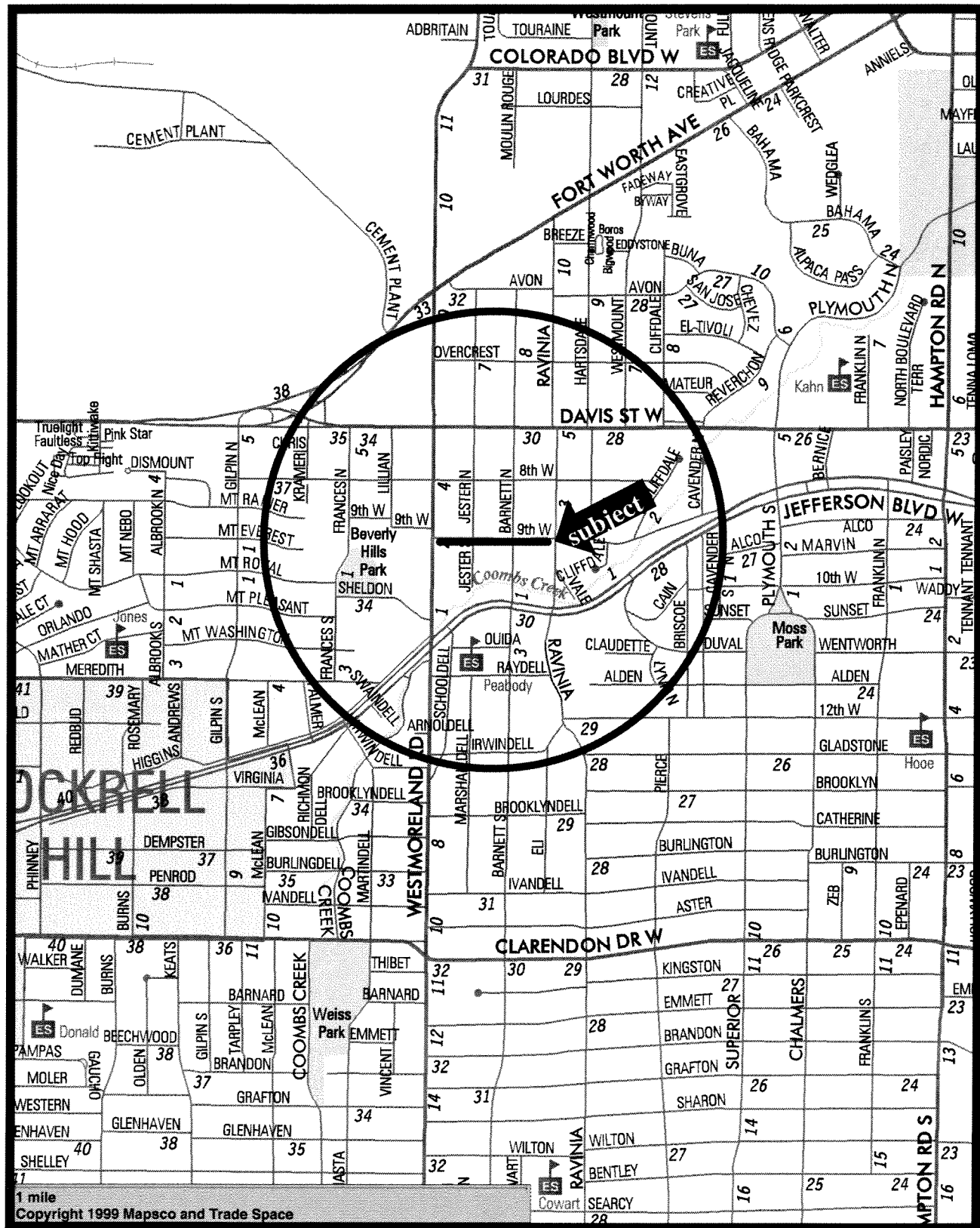
# Street Group 03-447



Mapsco 54F



# Street Group 03-447



Mapsco 53F, G

April 23, 2008

**WHEREAS**, the City of Dallas deems it necessary to permanently improve the hereinafter named streets within the City of Dallas;

**Now, Therefore,**

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

**SECTION 1.** That the following streets

**Street Group 03-447**

- 1. West Brooklyn Avenue from South Edgefield Avenue to South Clinton Avenue to South Winnetka Avenue**
- 2. West 9th Street from North Westmoreland Road to North Jester Avenue to North Barnett Avenue to North Ravinia Drive**

shall be improved in the following manner, to wit:

(1) That said streets shall be filled so as to bring same to grade.

(2) That said streets shall be paved from curb to curb with 8-inch and 6-inch thickness 4000-pounds per square inch reinforced concrete pavement; with 8-inch lime treated subgrade; with 6-inch height integral curbs; with 6-inch thickness reinforced concrete drive approaches; with 4-inch thickness reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadways shall be 30 feet and 26 feet in width; and,

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

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

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

(a) That the cost of improving so much of said streets and their intersections with other streets and alleys as is occupied by the rails and tracks of street railways and steam railway, if any occupying said streets, and between the same and two (2) feet on the outside thereof, shall be paid by the owners of said railways respectively.

April 23, 2008

(b) That the City of Dallas shall pay only an amount equal to the cost of storm sewers, and also all the cost of improving intersections of said streets with other street and alleys, and partial adjusted frontages on side property, except so much thereof as shall be borne by streets railways and steam railways, as provided in Subsection (a).

(c) That after deducting the proportion of the cost provided for in said Subsections (a) and (b) above, the whole remaining cost, including the cost of concrete curbs or curbs and gutters, driveways, and sidewalks shall be paid by the owners of property abutting on said street named to be paved, in the following manner, to wit:

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

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

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

April 23, 2008

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

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

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

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

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

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

I-SP-3

April 23, 2008

**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.

Distribution:      Public Works and Transportation, Jean Mitchell, OCMC, Room 101  
                         Public Works and Transportation, Lisa Valladares, OCMC, Room 307  
                         City Attorney  
                         Office of Financial Services 4FS

I-SP-4



## NOTICE OF ASSESSMENT PROCEEDINGS AND LIEN UPON ABUTTING PROPERTY

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

### **Street Group 03-447**

#### **1. West Brooklyn Avenue from South Edgefield Avenue to South Clinton Avenue to South Winnetka Avenue**

##### **North Side of Street**

<u>Subdivision</u>	<u>Block</u>	<u>Lot(s)</u>
Winnetka Heights	51/3306	14 & 2' Lt 13
Winnetka Heights	51/3306	15 & 2' Lt 16
Winnetka Heights	50/3305	14 & 2Ft 13
Winnetka Heights	50/3305	15 & 2Ft Lt 16

##### **South Side of Street**

<u>Subdivision</u>	<u>Block</u>	<u>Lot(s)</u>
	2/3308	1
Melrose Addn	2/3308	28
Melrose	1/3307	1
Melrose	1/3307	28

#### **2. West 9th Street from North Westmoreland Road to North Jester Avenue to North Barnett Avenue to North Ravinia Drive**

##### **North Side of Street**

<u>Subdivision</u>	<u>Block</u>	<u>Lot(s)</u>
Beverly Hills Addition Replat	12/4164	10A
Beverly Hills Addition Replat	12/4164	11A
Beverly Hills Addn	12/4164	Pt Lt 12A
Beverly Hills	12/4164	13A & Pt Lt 12A
Beverly Hills Addn	11/4163	11
Beverly Hill	11/4163	12
Beverly Hill	10/4162	11
Beverly Hill	10/4162	12

##### **South Side of Street**

<u>Subdivision</u>	<u>Block</u>	<u>Lot(s)</u>
Beverly Hill	15/4167	19 & 5FT 18
Beverly Hills	15/4167	1
Beverly Hill	14/4166	17
Beverly Hill	14/4166	1
Beverly Hill	13/4165	26
Beverly Hill	13/4165	1 & 2

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

City of Dallas, Texas

By \_\_\_\_\_  
City Secretary

(File in Deed of Trust Records)





April 23, 2008

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

**Street Group 03-447**

- 1. West Brooklyn Avenue from South Edgefield Avenue to South Clinton Avenue to South Winnetka Avenue**
- 2. West 9th Street from North Westmoreland Road to North Jester Avenue to North Barnett Avenue to North Ravinia Drive**

and against street and steam railway companies whose tracks occupy said streets, if any, for a part of the cost of improving said streets, fixing a time for the hearing of the owners of said property, and the said steam railway companies and street railway companies, concerning the same, and directing the City Secretary to give notice of said hearing, as required by law; and,

**WHEREAS**, the City Council has heretofore, by resolution, ordered the improvement of the streets enumerated above, by paving said streets from curb to curb with 8-inch and 6-inch thickness 4000-pounds per square inch reinforced concrete pavement; with 8-inch lime treated subgrade; with 6-inch height integral curbs; with 6-inch thickness reinforced concrete drive approaches; with 4-inch thickness reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadways shall be 30 feet and 26 feet in width; and,

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

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

**Now, Therefore,**

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

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

April 23, 2008

**SECTION 2.** That it is hereby found and determined that the cost of improvements on the hereinafter described streets, with the amount or amounts per front foot proposed to be assessed for such improvements against abutting property and the owners thereof, and against street and steam railway companies whose tracks occupy said streets, if any, are as follows, to wit:

**Street Group 03-447**

- 1. West Brooklyn Avenue from South Edgefield Avenue to South Clinton Avenue to South Winnetka Avenue**
- 2. West 9th Street from North Westmoreland Road to North Jester Avenue to North Barnett Avenue to North Ravinia Drive**

shall be improved from curb to curb with 8-inch and 6-inch thickness 4000-pounds per square inch reinforced concrete pavement; with 8-inch lime treated subgrade; with 6-inch height integral curbs; with 6-inch thickness reinforced concrete drive approaches; with 4-inch thickness reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadways shall be 30 feet and 26 feet in width; and,

The estimated cost of the improvements is **\$1,462,946(est.)**

- a. The estimated rate per square yard to be assessed against abutting property and the owners thereof for concrete drive approaches is **\$40.10/S. Y.**
- b. The estimated rate per front foot to be assessed against abutting property and the owners thereof for pavement improvements including sidewalks is as follows:

**Where Property Classification is WSR-I (Residential R-7.5 (A))**

The front rate for 6-inch thickness reinforced concrete pavement 13.5 feet wide with curb: **\$75.84/L. F.**

The side rate for 6-inch thickness reinforced concrete pavement 2.5 feet wide with curb: **\$16.10/L. F.**

The front rate for 4-inch reinforced concrete sidewalk is: **\$8.99/L. F.**

The side rate for 4-inch reinforced concrete sidewalk is: **\$4.49/L. F.**

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

April 23, 2008

**SECTION 3.** That a hearing shall be given to said owners of abutting property, and of railways and of street railways, if any, or their agents or attorneys and all persons interested in said matter, as to the amount to be assessed against each owner and his abutting property and railways and street railways and as to the benefits to said property by reason of said improvement, or any other matter of thing in connection therewith, which hearing shall be held in the Council Chamber of the City Hall of the City of Dallas, County of Dallas, on the 11th day of June, A.D. 2008, at 1:00 o'clock P.M., at which time all the said owners, their agents or attorneys or other interested persons are notified to appear and be heard, and at said hearing said owners and other persons may appear, by counsel or in person, and may offer evidence, and said hearing shall be adjourned from day to day until fully accomplished.

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

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

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

Distribution:      Public Works and Transportation, Jean Mitchell, OCMC, Room 101  
                         Public Works and Transportation, Lisa Valladares, OCMC, Room 307  
                         City Attorney  
                         Office of Financial Services 4FS



April 23, 2008

TO THE CITY COUNCIL OF THE CITY OF DALLAS, TEXAS

As requested by your Honorable Body, the undersigned has prepared plans and specifications for the improvements of **Street Group 03-447** with 8-inch and 6-inch thickness 4000-pounds per square inch reinforced concrete pavement; with 8-inch lime treated subgrade; with 6-inch height integral curbs; with 6-inch thickness reinforced concrete drive approaches; with 4-inch thickness reinforced concrete sidewalks 4 feet wide; so that the roadways shall be 30 feet and 26 feet in width with estimates of the cost of improving the streets as listed thereon, together with the proposed assessment, a part of the cost to be made against the abutting properties and the property owners, and part of the cost to be paid by the City. The report of these improvements is as follows:

**Street Group 03-447**

**1. West Brooklyn Avenue from South Edgefield Avenue to South Clinton Avenue to South Winnetka Avenue**

Total Property Owners' Cost - Assessments	\$22,331.51
Total Estimated City of Dallas' Cost - Paving	\$557,369.49
Total Estimated Water Utilities Department Cost Water Main Improvements	\$98,000.00
Total Estimated City of Dallas' Cost	\$655,369.49
Total Estimated Cost of Improvements	\$677,701.00

**2. West 9th Street from North Westmoreland Road to North Jester Avenue to North Barnett Avenue to North Ravinia Drive**

Total Property Owners' Cost - Assessments	\$55,289.34
Total Estimated City of Dallas' Cost - Paving	\$396,955.66
Total Estimated City of Dallas' Cost - Drainage	\$78,000.00
Total Estimated Water Utilities Department Cost Water and Wastewater Main Improvements	\$255,000.00
Total Estimated City of Dallas' Cost	\$729,955.66
Total Estimated Cost of Improvements	\$785,245.00

**1. WEST BROOKLYN AVENUE FROM SOUTH EDGEFIELD AVENUE TO SOUTH CLINTON AVENUE  
TO SOUTH WINNETKA AVENUE**

OWNER	LOT	BLOCK	FRONTAGE			RATE	AMOUNT	TOTAL ASSESSMENT
NORTH SIDE OF STREET								
	WINNETKA HEIGHTS							
BENITA RANGEL YBARRA	14&2' 13	51/3306	150	FT	PVMT	\$16.10	\$2,415.00	
626 S. EDGEFIELD AVENUE	EDGEFIELD &		130	FT	WALK	NO COST	\$0.00	
DALLAS, TEXAS 75208-5935	BROOKLYN		20	FT	DRIVE	NO COST	\$0.00	\$2,415.00
RODOLFO & ALMA GUERRA	15&2' 16	51/3306	150	FT	PVMT	\$16.10	\$2,415.00	
625 S. CLINTON AVENUE	CLINTON &		110	FT	WALK	NO COST	\$0.00	
DALLAS, TEXAS 75208-5920	BROOKLYN		15	FT	DRIVE	NO COST	\$0.00	
			20	FT	DRIVE	NO COST	\$0.00	\$2,415.00
CLINTON AVE INTERSECTS								
JERRY D. FREDDE	14&2FT 13	50/3305	150	FT	PVMT	\$16.10	\$2,415.00	
626 S. CLINTON AVE	CLINTON &		140	FT	WALK	NO COST	\$0.00	
DALLAS, TEXAS 75208-5919	BROOKLYN		13.9	SY	DR(10'WIDE)	\$40.10	\$557.39	\$2,972.39
JASON & YVONNE PREISMAN	15&2FT 16	50/3305	150	FT	PVMT	\$16.10	\$2,415.00	
627 S. WINNETKA AVE	WINNETKA		135	FT	WALK	NO COST	\$0.00	
DALLAS, TEXAS 75286-0001	& BROOKLYN		17.8	SY	DR(15'WIDE)	\$40.10	\$713.78	\$3,128.78
SOUTH SIDE OF STREET								
JOSE MORENO	1	2/3308	150	FT	PVMT	\$16.10	\$2,415.00	
703 S. WINNETKA AVE	WINNETKA &		130	FT	WALK	NO COST	\$0.00	
DALLAS, TEXAS 75208-5910	BROOKLYN		21.7	SY	DR(20'WIDE)	\$40.10	\$870.17	\$3,285.17
	MELROSE ADDN							
JUAN SANCHEZ	28	2/3308	150	FT	PVMT	\$16.10	\$2,415.00	
700 S. CLINTON AVE	CLINTON &		130	FT	WALK	NO COST	\$0.00	
DALLAS, TEXAS 75208-5921	BROOKLYN		21.7	SY	DR(20'WIDE)	\$40.10	\$870.17	\$3,285.17

**1. WEST BROOKLYN AVENUE FROM SOUTH EDGEFIELD AVENUE TO SOUTH CLINTON AVENUE  
TO SOUTH WINNETKA AVENUE**

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
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STEPHEN J & DANA LAMURE	1	1/3307	150	FT	PVMT	\$16.10	\$2,415.00
701 S. CLINTON AVE	CLINTON &		135	FT	WALK	NO COST	\$0.00
DALLAS, TEXAS 75208-5922	BROOKLYN		15	FT	DRIVE	NO COST	\$0.00
							<b>\$2,415.00</b>

LUISA AGUINAGA	28	1/3307	150	FT	PVMT	\$16.10	\$2,415.00
700 S. EDGEFIELD AVE			120	FT	WALK	NO COST	\$0.00
DALLAS, TEXAS 75208-5937			30	FT	DRIVE	NO COST	\$0.00
							<b>\$2,415.00</b>

**STREET GROUP 03-447**

**1. WEST BROOKLYN AVENUE FROM SOUTH EDGEFIELD AVENUE TO SOUTH CLINTON AVENUE  
TO SOUTH WINNETKA AVENUE**

TOTAL PROPERTY OWNERS' COST ASSESSMENTS	\$22,331.51
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ESTIMATED TOTAL CITY OF DALLAS' COST - PAVING	\$557,369.49
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ESTIMATED TOTAL DALLAS WATER UTILITIES COST WATER MAIN CONSTRUCTION	\$33,050.00
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ESTIMATED TOTAL CITY OF DALLAS' COST	\$590,419.49
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ESTIMATED TOTAL COST OF IMPROVEMENTS	\$612,751.00
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**STREET GROUP 03-447**

**2. WEST 9TH STREET FROM NORTH WESTMORELAND ROAD TO NORTH JESTER AVENUE  
TO NORTH BARNETT AVENUE TO NORTH RAVINIA DRIVE**

**SHALL BE PAVED FROM CURB TO CURB WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH  
REINFORCED CONCRETE PAVEMENT; WITH 6-INCH LIME TREATED SUBGRADE; WITH 6-INCH HEIGHT  
INTEGRAL CURBS; WITH A 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH  
4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 FEET WIDE WHERE SPECIFIED; SO  
THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH**

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
<b>NORTH SIDE OF STREET</b>							
<b>BEVERLY HILLS ADDITION</b>							
RAUL TORRES	10A	12/4164	85.36	FT PVMT	\$16.10	\$1,374.30	
206 N. WESTMORELAND ROAD			75.36	FT WALK	\$4.49	\$338.37	
DALLAS, TEXAS 75211-2946			18.3	SY DR(10'WIDE)	\$40.10	\$733.83	
							<b>\$2,446.50</b>
RAUL TORRES	11A	12/4164	80	FT PVMT	\$75.84	\$6,067.20	
3207 W. 9TH STREET	3201 W. 9TH ST		20	FT WALK	\$8.99	\$179.80	
DALLAS, TEXAS 75211-2903			30.5	SY DR(20' WIDE)	\$40.10	\$1,223.05	
							<b>\$7,470.05</b>
LUISA V. MARTINEZ	12A	12/4164	87.5	FT PVMT	\$75.84	\$6,636.00	
414 S. MOROCCO AVENUE	3205 W. 9TH ST		87.5	FT WALK	\$8.99	\$786.63	
DALLAS, TEXAS 75211-4448							
							<b>\$7,422.63</b>
MARCIAL BRIONES	13A &	12/4164	87.5	FT PVMT	\$16.10	\$1,408.75	
203 N JESTER AVE	PT LT 12A		87.5	FT WALK	NO COST	\$0.00	
DALLAS, TEXAS 75211-2927							
							<b>\$1,408.75</b>
<b>JESTER AVE INTERSECTS</b>							
JOSE A & CARMEN A VALDES	11	11/4163	175	FT PVMT	NO COST		
202 N. JESTER AVE			155	FT WALK	\$4.49	\$695.95	
DALLAS, TEXAS 75211-2926			20	FT DRIVE	NO COST	\$0.00	
							<b>\$695.95</b>
RITA JO CRENSHAW	12	11/4163	175	FT PVMT	NO COST		
RHONDA LENTS	BARNETT&CEDAR		165	FT WALK	\$4.49	\$740.85	
2107 STRADIVARIUS	203 N. BARNETT AVE		10	FT DRIVE	NO COST	\$0.00	
CARROLLTON, TEXAS 75007							
							<b>\$740.85</b>
<b>BARNETT AVE INTERSECTS</b>							
ELOY OTLICA	11	10/4162	175	FT PVMT	\$16.10	\$2,817.50	
202 N. BARNETT AVE			155	FT WALK	\$4.49	\$695.95	
DALLAS, TEXAS 75211-2913			18.3	SY DR(20'WIDE)	\$40.10	\$733.83	
							<b>\$4,247.28</b>



**STREET GROUP 03-447**

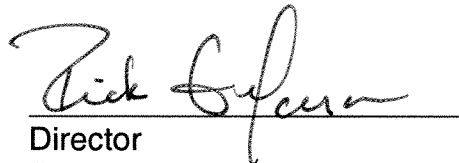
**2. WEST 9TH STREET FROM NORTH WESTMORELAND ROAD TO NORTH JESTER AVENUE  
TO NORTH BARNETT AVENUE TO NORTH RAVINIA DRIVE**

TOTAL PROPERTY OWNERS' COST ASSESSMENTS		\$55,289.34
TOTAL ESTIMATED CITY OF DALLAS' COST - PAVING	\$406,117.16	
TOTAL ESTIMATED CITY OF DALLAS' COST - DRAINAGE	\$68,838.50	
TOTAL ESTIMATED DALLAS WATER UTILITIES COST WATER AND WASTEWATER MAIN CONSTRUCTION	\$297,500.00	
TOTAL ESTIMATED CITY OF DALLAS' COST		\$772,455.66
TOTAL ESTIMATED COST OF IMPROVEMENTS		\$827,745.00

Grand Total Property Owners' Cost - Assessments	\$77,620.85
Estimated Grand Total City of Dallas' Cost - Paving	\$954,325.15
Estimated Grand Total City of Dallas' Cost - Drainage	\$78,000.00
Estimated Grand Total Water Utilities Department Cost Water and Wastewater Main Improvements	\$353,000.00
Estimated Grand Total City of Dallas' Cost	\$1,385,325.15
Estimated Grand Total Cost of Improvements	\$1,462,946.00

The Director of Public Works and Transportation reports that representatives of this Department have studied the actual conditions existing on the ground on these particular streets and find that the existing roadways have a narrow asphalt surface with shallow earth drainage ditches; that drainage is improper; and that the existing unimproved streets have unimproved or partially unimproved grass parkways; that in times of wet weather the parkways become muddy, that water stands in times of wet weather; that pedestrians have worn paths along the parkways; and taking all of this and other factors locally existing into consideration, the plans and specifications having been prepared for this improvement, we believe that this paving will improve the properties abutting on said streets and the proposed assessment is equitable for the enhancement value achieved on the abutting properties. Final determination of assessments will be made based on analysis of enhancement.

Respectfully submitted,



Director  
Public Works and Transportation

**AGENDA ITEM # 62**

**KEY FOCUS AREA:** Public Safety Improvements and Crime Reduction

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 14

**DEPARTMENT:** Public Works & Transportation  
Aviation

**CMO:** Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 33D & H

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**SUBJECT**

Authorize **(1)** Supplemental Agreement No. 7 to the contract with HNTB Corporation to provide design services, preparation of construction documents, construction administration and resident project representative for the runway safety area enhancements and taxiway reconstruction at Dallas Love Field in the amount of \$1,289,847, from \$1,783,821 to \$3,073,668; and **(2)** establish appropriations in the Aviation Airport Improvement Program Grant Fund in the amount of \$1,289,847 - Total not to exceed \$1,289,847 - Financing: Aviation Capital Construction Funds (\$138,332); Aviation Passenger Facility Charge Funds (\$184,130); and Federal Aviation Administration Airport Improvement Program Grant Funds (\$967,385)

**BACKGROUND**

This action will authorize Supplemental Agreement No. 7 to the contract with HNTB Corporation. This supplement will provide design services, preparation of construction documents, construction administration and Resident Project Representative (RPR) as required by the FAA for the RSA Enhancement - Bid Package II - Alternate 1, Taxiway "L" Reconstruction / Extension and Taxiway "C" Reconstruction at Dallas Love Field Airport.

HNTB Corporation is currently designing Runway Safety Area (RSA) Enhancement - Bid Package II. The construction of Bid Package II requires the closure of the runway (31R/13L) parallel with Lemon Avenue. The asphalt section of Taxiways "A", "B" and "D" which connect to / adjacent to runway (31R/13L) have deteriorated and need to be reconstructed with concrete. They can be reconstructed concurrently with RSA Bid Package II project. The design is included with this Supplemental Agreement and will be identified as Bid Alternate Number 1 for RSA Bid Package II.

## **BACKGROUND** (Continued)

The Federal Aviation Administration (FAA) certification program has identified that the runway / taxiway separations at Love Field are non-compliant with current FAA standards. During the design phase for corrective measures of the runway safety areas, HNTB Corporation completed a runway / taxiway separation study of the existing runways and taxiways. It was concluded that a cost effective way of meeting FAA standards for the north end of runway (13R/31L) which is parallel to Denton Drive was to reconstruct Taxiway "L" and extend it to intersect the north / south runway (18/36). In order to reconstruct Taxiway "L", the adjacent Taxiway "C" would be closed during construction. Taxiway "C" has some asphalt surfaces which are in need of repair and replacement with concrete. Therefore, this Supplemental Agreement includes the design of the reconstruction asphalt section of Taxiway "C" and "L" and the extension of Taxiway "L".

## **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	May 2008
Complete Design	April 2009
Begin Construction	October 2009
Complete Construction	June 2011

## **PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Authorized a professional services contract to HNTB Corporation for the design and preparation of construction documents for the Shoulder and Drainage Repairs - Phase 1 at Dallas Love Field on June 23, 2004, by Resolution No. 04-2147.

Authorized acceptance of reimbursement funds from the Federal Aviation Administration for the Shoulder and Drainage Repairs - Phase 1 on August 11, 2004, by Resolution No. 04-2293.

Authorized a construction contract to Gibson & Associates, Inc. for the construction of the Shoulder and Drainage Repairs - Phase 1 at Dallas Love Field on April 27, 2005, by Resolution No. 05-1315.

Authorized Supplemental Agreement No. 1 to the professional services contract with HNTB Corporation to provide for engineering, construction administration and a Resident Project Representative for the construction of the Shoulder and Drainage Repairs - Phase 1 on April 27, 2005, by Resolution No. 05-1316.

## **PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)** (Continued)

Authorized Supplemental Agreement No. 4 to the professional services contract with HNTB Corporation to provide for additional construction administration services for the construction of the Shoulder and Drainage Repairs - Phase 1 on April 26, 2006, by Resolution No. 06-1193.

Authorized Supplemental Agreement No. 6 to the professional services contract with HNTB Corporation to provide for the design, preparation of construction documents, construction administration and RPR for the Runway Safety Area (RSA) Enhancement - Phase 1 and design and preparation of construction documents for the RSA - Phase 2 at Dallas Love Field on February 14, 2007, by Resolution No. 07-0478.

## **FISCAL INFORMATION**

Aviation Capital Construction Funds - \$138,332  
Aviation Passenger Facility Charge Funds - \$184,130  
Federal Aviation Administration AIP Grant Funds - \$967,385

Design and Construction Administration (this action)	\$ 1,289,847
Administration (City Personnel)	125,000
Construction (RSA - Bid Package 2 - Alt. 1)	14,240,692 (est.)
Construction (Taxiway "L")	5,305,000 (est.)
Construction (Taxiway "C")	5,985,000 (est.)
Testing	<u>255,307 (est.)</u>
Total Project Cost	\$27,200,846 (est.)

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **HNTB Corporation**

Hispanic Female	60	Hispanic Male	90
African-American Female	55	African-American Male	58
Other Female	68	Other Male	134
White Female	599	White Male	1,638

**OWNER(S)**

**HNTB Corporation**

Kenneth R. Graham, President  
Keith Rosbury, Senior Vice President  
Benjamin J. Biller, Vice President

**MAP**

Attached.



## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize **(1)** Supplemental Agreement No. 7 to the contract with HNTB Corporation to provide design services, preparation of construction documents, construction administration and resident project representative for the runway safety area enhancements and taxiway reconstruction at Dallas Love Field in the amount of \$1,289,847, from \$1,783,821 to \$3,073,668; and **(2)** establish appropriations in the Aviation Airport Improvement Program Grant Fund in the amount of \$1,289,847 - Total not to exceed \$1,289,847 - Financing: Aviation Capital Construction Funds (\$138,332); Aviation Passenger Facility Charge Funds (\$184,130); and Federal Aviation Administration Airport Improvement Program Grant Funds (\$967,385)

HNTB Corporation is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Professional Services

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### LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$1,289,847.00	100.00%
Non-local contracts	\$0.00	0.00%
<b>TOTAL THIS ACTION</b>	<b>\$1,289,847.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

#### Local Contractors / Sub-Contractors

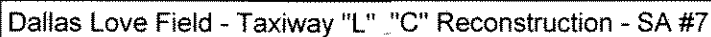
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Mas-Tek Engineers, Inc.	BFDB34341Y0708	\$26,800.00	2.08%
Paragon Project Resources, Inc.	HMDB36018Y1208	\$459,400.00	35.62%
ARS Engineers, Inc.	IMBD33763Y0308	\$111,440.00	8.64%
<b>Total Minority - Local</b>		<b>\$597,640.00</b>	<b>46.33%</b>

#### Non-Local Contractors / Sub-Contractors

None

**TOTAL M/WBE PARTICIPATION**

	<b>This Action</b>		<b>Participation to Date</b>	
	<b><u>Amount</u></b>	<b><u>Percent</u></b>	<b><u>Amount</u></b>	<b><u>Percent</u></b>
African American	\$26,800.00	2.08%	\$255,296.00	8.31%
Hispanic American	\$459,400.00	35.62%	\$911,856.00	29.67%
Asian American	\$111,440.00	8.64%	\$125,440.00	4.08%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
	<hr/>	<hr/>	<hr/>	<hr/>
Total	\$597,640.00	46.33%	\$1,292,592.00	42.05%





April 23, 2008

**WHEREAS**, the Runway Safety Area (RSA) Enhancement, Bid Package II, Alternate 1 at Dallas Love Field includes portions of Taxiway "A", "B" and "D" that will require reconstruction, and to facilitate aircraft movements and comply with the runway / taxiway separation requirements of the Federal Aviation Administration (FAA), Taxiway "L" at Dallas Love Field will require reconstruction and extension, and Taxiway "C" will require reconstruction at Dallas Love Field; and,

**WHEREAS**, on June 23, 2004, Resolution No. 04-2147 authorized a contract with HNTB Corporation to provide design and preparation of construction documents for the reconstruction of runway and taxiway shoulders, drainage improvements, erosion control, taxiway centerline lights and security fence relocation at Dallas Love Field in the amount of \$384,151; and,

**WHEREAS**, on August 11, 2004, Resolution No. 04-2293 authorized acceptance of reimbursement funds from the FAA for the airfield shoulder and drainage repairs for the Dallas Love Field project; and,

**WHEREAS**, on April 27, 2005, Resolution No. 05-1315 authorized a contract with Gibson & Associates, Inc. for the reconstruction of runway and taxiway shoulders, drainage improvements, erosion control, taxiway centerline lights, and security fence relocation at Dallas Love Field in the amount of \$3,457,530.87; and,

**WHEREAS**, on April 27, 2005, Resolution No. 05-1316 authorized Supplemental Agreement No. 1 to the contract with HNTB Corporation to provide for engineering, construction administration and a Resident Project Representative (RPR), as required by the FAA, in the amount of \$432,343, increasing the contract from \$384,151 to \$816,494; and,

**WHEREAS**, on November 18, 2005, Administrative Action No. 05-3694 authorized Supplemental Agreement No. 2 to the contract with HNTB Corporation to provide for additional engineering services in the amount of \$20,305.28, increasing the contract from \$816,494 to \$836,799.28; and,

**WHEREAS**, on December 23, 2005, Administrative Action No. 06-0098 authorized Supplemental Agreement No. 3 to the contract with HNTB Corporation to provide for additional engineering services in the amount of \$24,908, increasing the contract from \$836,799.28 to \$861,707.28; and,

**WHEREAS**, on April 26, 2006, Resolution No. 06-1193 authorized Supplemental Agreement No. 4 to the contract with HNTB Corporation to provide for additional construction administration services in the amount of \$81,835, increasing the contract from \$861,707.28 to \$943,542.28; and,

April 23, 2008

**WHEREAS**, on July 31, 2006, Administrative Action No. 06-2178 authorized Supplemental Agreement No. 5 to the contract with HNTB Corporation to provide for additional construction administration and a resident project representative in the amount of \$23,948, increasing the contract from \$943,542.28 to \$967,490.28; and,

**WHEREAS**, on February 14, 2007, Resolution No. 07-0478 authorized Supplemental Agreement No. 6 to the contract with HNTB Corporation to provide for the design, preparation of construction documents, construction administration and Resident Project Representative (RPR) for the Runway Safety Area (RSA) Enhancement - Phase 1 at Dallas Love Field in the amount of \$816,331, increasing the contract from \$967,490.28 to \$1,783,821.28; and,

**WHEREAS**, it is desirable to authorize Supplemental Agreement No. 7 to the contract with HNTB Corporation to provide design services, preparation of construction documents, construction administration and resident project representative for the runway safety area enhancements and taxiway reconstruction at Dallas Love Field, in the amount of \$1,289,847, from \$1,783,821.28 to \$3,073,668.28.

**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 Supplemental Agreement No. 7 to the contract with HNTB Corporation to provide design services, preparation of construction documents, construction administration and resident project representative for the runway safety area enhancements and taxiway reconstruction at Dallas Love Field, in the amount of \$1,289,847, increasing the contract from \$1,783,821.28 to \$3,073,668.28.

**Section 2.** That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

**Section 3.** That the City Manager is hereby authorized to establish appropriations for the total cost of the Taxiway "L" Reconstruction / Extension, which includes design cost, preparation of construction documents, construction administration and RPR in an amount not to exceed \$553,328, in the Aviation AIP Grant Fund F200, Department AVI, Unit P439, Object 4111.

April 23, 2008

**Section 4.** That the City Controller is hereby authorized to transfer 25% of the total design, preparation of construction documents, construction administration and RPR costs for the Taxiway "L" Reconstruction / Extension, which is the City's matching share of the project cost from the Aviation Capital Construction Fund 0131, Department AVI, Balance Sheet Account 0001 (Cash Account) to the Aviation AIP Grant Fund F200, Department AVI, Balance Sheet Account 0001 (Cash Account).

**Section 5.** That the City Controller is hereby authorized to deposit 75% of the total eligible design, preparation of construction documents, construction administration and RPR costs for the Taxiway "L" Reconstruction / Extension, reimbursement from the FAA Airport Improvement Program Grant Fund to the Aviation AIP Grant Fund F200, Unit P439, Act. AVSS, Revenue Source 9907. (AIP Grant No. 32 scheduled for June 11, 2008 Council Agenda).

**Section 6.** That the City Manager is hereby authorized to establish appropriations for the total cost of the Taxiway "C" Reconstruction, which includes design cost, preparation of construction documents, construction administration and RPR in an amount not to exceed \$612,018, in the Aviation AIP Grant Fund F200, Department AVI, Unit P438, Object 4111.

**Section 7.** That the City Controller is hereby authorized to transfer 25% of the total design, preparation of construction documents, construction administration and RPR costs for the Taxiway "C" Reconstruction, which is the City's matching share of the project cost from the Aviation Passenger Facility Charge (PFC) Fund 0477, Department AVI, Balance Sheet Account 0001 (Cash Account) to the Aviation AIP Grant Fund F200, Department AVI, Balance Sheet Account 0001 (Cash Account).

**Section 8.** That the City Controller is hereby authorized to deposit 75% of the total eligible design, preparation of construction documents, construction administration and RPR costs for the Taxiway "C" Reconstruction, reimbursement from the FAA Airport Improvement Program (AIP) Grant Fund to the Aviation AIP Grant Fund F200, Unit P438, Act. AVSS, Revenue Source 9907. (AIP Grant No. 32 scheduled for June 11, 2008 Council Agenda)

**Section 9.** That the City Manager is hereby authorized to establish appropriations for the total cost for the RSA Enhancement, Bid Package II, Alternate 1 requiring reconstruction of portions of Taxiway "A", "B" and "D", which includes design cost, preparation of construction documents, construction administration and RPR in an amount not to exceed \$124,501, in the Aviation AIP Grant Fund F200, Department AVI, Unit P440, Object 4111.

April 23, 2008

**Section 10.** That the City Controller is hereby authorized to transfer 25% of the total design, preparation of construction documents, construction administration and RPR costs for the RSA Enhancement, Bid Package II, Alternate 1 requiring reconstruction of portions of Taxiway "A", "B" and "D", which is the City's matching share of the project cost from the Aviation PFC Fund 0477, Department AVI, Balance Sheet Account 0001 (Cash Account) to the Aviation AIP Grant Fund F200, Department AVI, Balance Sheet Account 0001 (Cash Account).

**Section 11.** That the City Controller is hereby authorized to deposit 75% of the total eligible design, preparation of construction documents, construction administration and RPR costs for the RSA Enhancement, Bid Package II, Alternate 1 requiring reconstruction of portions of Taxiway "A", "B" and "D", reimbursement from the FAA Airport Improvement Program (AIP) Grant to the Aviation AIP Grant Fund F200, Unit P440, Act. AVSS, Revenue Source 9907. (AIP Grant No. 32 scheduled for June 11, 2008 Council Agenda).

**Section 12.** That the City Controller is hereby authorized and directed to encumber and disburse an amount not to exceed \$553,328 to be paid to HNTB Corporation out of the Aviation AIP Grant Fund F200, Department AVI, Unit P439, Act. ENVR, Obj. 4111, to be paid upon approval of invoice by the Director of Aviation, as follows:

Taxiway "L" Reconstruction / Extension

Aviation AIP Grant Fund

Fund F200, Dept. AVI, Unit P439, Act. AVSS, Obj. 4111

Program #P439-01, CT AVI F200 0320, Comm. 92500

Vendor #090096, in an amount not to exceed \$553,328

**Section 13.** That the City Controller is hereby authorized and directed to encumber and disburse an amount not to exceed \$612,018 to be paid to HNTB Corporation out of the Aviation AIP Grant Fund F200, Department AVI, Unit P438, Act. ENVR, Obj. 4111, to be paid upon approval of invoice by the Director of Aviation, as follows:

Taxiway "C" Reconstruction

Aviation AIP Grant Fund

Fund F200, Dept. AVI, Unit P438, Act. AVSS, Obj. 4111

Program #P438-01, CT AVI P4380321, Comm. 92500

Vendor #090096, in an amount not to exceed \$612,018



April 23, 2008

**Section 14.** That the City Controller is hereby authorized and directed to encumber and disburse an amount not to exceed \$124,501 to be paid to HNTB Corporation out of the Aviation AIP Grant Fund F200, Department AVI, Unit P440, Act. AVSS, Obj. 4111, to be paid upon approval of invoice by the Director of Aviation, as follows:

RSA Enhancement - Bid Package 2 - Alternate 1  
Taxiway "A", "B" and "D" Reconstruction  
Aviation AIP Grant Fund  
Fund F200, Dept. AVI, Unit P440, Act. AVSS, Obj. 4111  
Program #P440-01, CT AVI P440 0322, Comm. 92500  
Vendor #090096, in an amount not to exceed \$124,501

**Section 15.** 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.

Distribution:     Public Works and Transportation, Jean Mitchell, OCMC, Room 101  
                     Public Works and Transportation, Bill Morris, OCMC, Room 321  
                     Aviation  
                     City Attorney  
                     Office of Financial Services  
                     Controller's Office, Sherrian Parham, 4BN



**AGENDA ITEM # 63**

**KEY FOCUS AREA:** Better Cultural, Arts and Recreational Amenities

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Trinity River Corridor Project

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** 55C

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**SUBJECT**

Authorize a contract with Encino Landscape, Incorporated for the construction of an open air pavilion, pedestrian bridge, walkways and landscaping for the Moore Park Gateway, Phase 1 of the Trinity River Corridor Project – \$924,062 – Financing: 1998 Bond Funds

**BACKGROUND**

Development of the Trinity River Corridor has been identified as a top priority of the City of Dallas. One of the projects identified in the Balanced Vision Plan is the Moore Park Gateway which provides public access into the corridor from 8<sup>th</sup> Street, including providing a connection from the DART Light Rail Station at Corinth Street and 8<sup>th</sup> Street. The 1998 Bond Fund allocated approximately \$1,275,000 to begin development of Moore Park.

This action will authorize the construction of the first phase of the gateway. The improvements will consists of constructing a concrete open air pavilion, pedestrian bridge, walkways and landscaping amenities.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Construction	May 2008
Complete Construction	February 2009

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

Trinity River Corridor Project Committee was briefed on January 8, 2008.

Park Board was briefed on February 7, 2008.

## **FISCAL INFORMATION**

1998 Bond Funds

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### **Encino Landscape, Incorporated**

Hispanic Female	0	Hispanic Male	8
African-American Female	0	African-American Male	0
Other Female	0	Other Male	0
White Female	2	White Male	5

## **BID INFORMATION**

The following bids with quotes were received and opened on February 22, 2008:

\*Denotes successful bidders(s)

### **BIDDERS**

### **BID AMOUNT**

*Encino Landscape, Incorporated 5631 CR 2185 Cleveland, Texas 77327	\$ 924,061.30
Texas Standard Construction, LTD	\$1,155,159.49
Rebcon, Inc.	\$1,460,914.97

### **OWNER(S)**

### **Encino Landscape, Incorporated**

Tommy L. Johnson, Jr., President

### **MAP**

Attached.

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize a contract with Encino Landscape, Incorporated for the construction of an open air pavillion, pedestrian bridge, walkways and landscaping for the Moore Park Gateway, Phase 1 of the Trinity River Corridor Project – \$924,062 – Financing: 1998 Bond Funds

Encino Landscape, Inc. is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$924,061.30	100.00%
<b>TOTAL CONTRACT</b>	<b>\$924,061.30</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

None

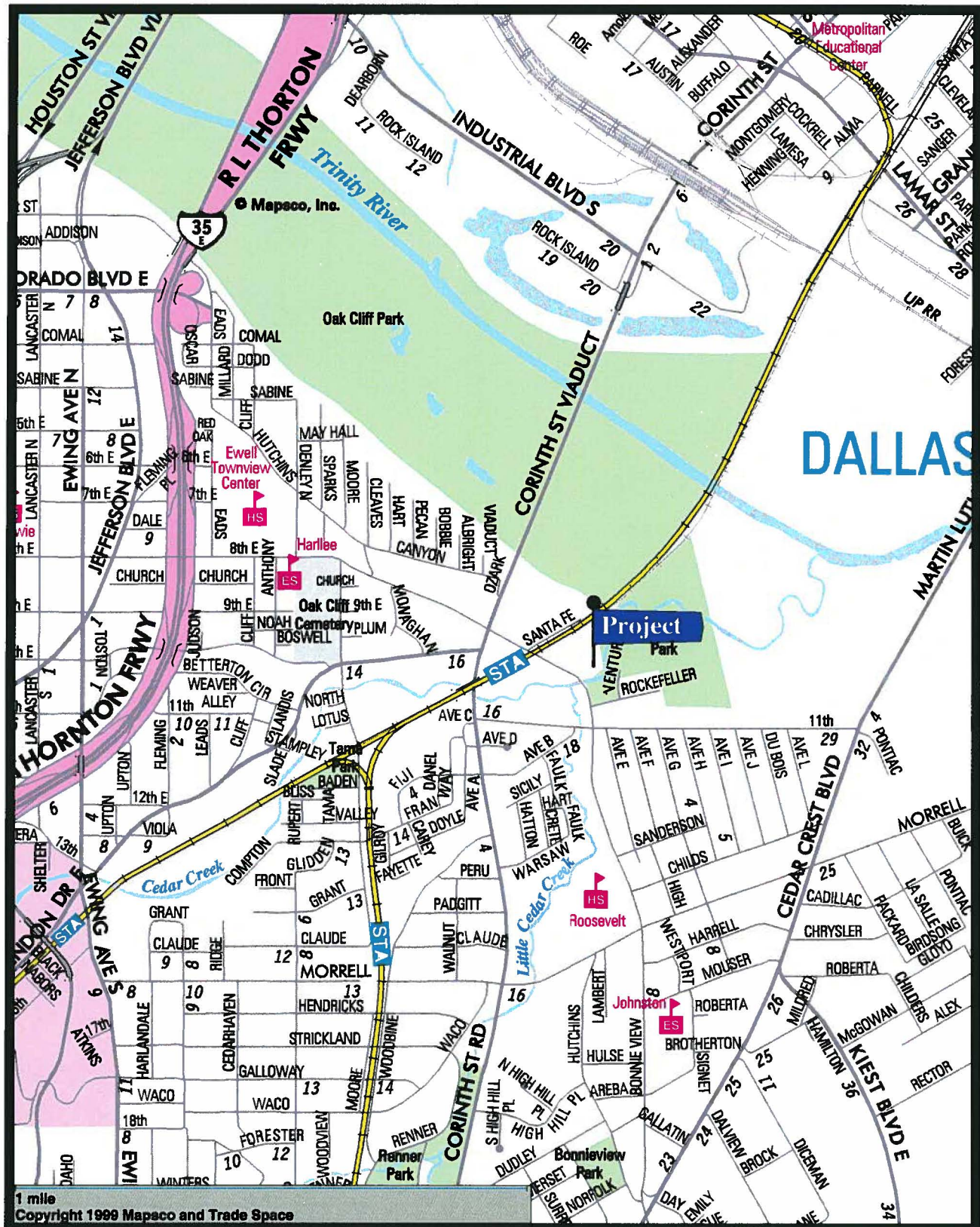
#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Earth Haulers	BMMB34082N0608	\$100,000.00	10.82%
Classic Tejas Const.	HMDB37005N0309	\$744,061.30	80.52%
<b>Total Minority - Non-local</b>		<b>\$844,061.30</b>	<b>91.34%</b>

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$100,000.00	10.82%
Hispanic American	\$0.00	0.00%	\$744,061.30	80.52%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$844,061.30</b>	<b>91.34%</b>

# Moore Park Gateway



Mapsco 55C

April 23, 2008

**WHEREAS**, on October 23, 2002, Resolution No. 02-3006 authorized a professional service contract; and

**WHEREAS**, on December 8, 2004, Resolution No. 04-3425 authorized supplemental agreement No. 1 to the professional service contract, and

**WHEREAS**, bids were received on February 22, 2008, for the construction of a concrete open air pavilion, pedestrian bridge, walkways and landscaping amenities, as follows:

<b><u>BIDDERS</u></b>	<b><u>BID AMOUNT</u></b>
Encino Landscape, Incorporated	\$ 924,061.30
Texas Standard Construction, LTD	\$1,155,159.49
Rebcon, Inc.	\$1,460,914.97

**Now, Therefore,**

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

**Section 1.** That the City Manager be and is hereby authorized to execute a contract with Encino Landscape, Incorporated for the construction of a concrete open air pavilion, pedestrian bridge, walkways and landscape amenities for the Moore Park Gateway, Phase 1 of the Trinity River Corridor Project in an amount not to exceed \$924,061.30, this being the lowest responsive bid received as indicated by the tabulation of bids.

**Section 2.** That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

**Section 3.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Great Trinity Forest Park Fund  
Fund 5P14, Dept. PBW, Unit. N966, Act. TRPP  
Obj. 4510, Encumbrance No. PBW98N966G1  
Vendor #VS0000029265, in an amount not to exceed \$924,061.30

**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.

Distribution: Trinity River Corridor Project, Mary Ayala, City Hall, 6BS  
Public Works and Transportation  
City Attorney  
City Controller's Office, Sherrian Parham, City Hall, 4BN





**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Water Utilities

**CMO:** Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** All

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**SUBJECT**

Authorize the City Manager to apply for Lake Ray Hubbard water use permit, to submit related application materials and authorize associated application fees - Not to exceed \$49,826 - Financing: Water Utilities Current Funds

**BACKGROUND**

City Council awarded an Engineering Services Contract for hydrologic and engineering services to evaluate the water supply yield of Lake Ray Hubbard on December 14, 2005. The results of the study on Lake Ray Hubbard indicated that additional water yield is available over and above the City's permitted diversion right. As a result, a permit amendment application for the additional yield in Lake Ray Hubbard was prepared and filed with the Texas Commission on Environmental Quality (TCEQ) on July 11, 2007.

In a letter dated March 7, 2008 to the water utility, the TCEQ requested clarification of various items in the permit amendment application as well as additional technical information, additional filing and use fees in the amount of \$49,825.64 and documentation that the City Manager is authorized to sign the permit amendment application.

As the TCEQ evaluates the permit amendment application, and senior water rights holders and other interested parties protest the permit amendment application, it may be necessary for additional work to be performed prior to the TCEQ declaring the application administratively complete and ultimately issuing a permit.

**ESTIMATED SCHEDULE OF PROJECT**

Began Work	December 2005
Complete Work	September 2010

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

City Council authorized an Engineering Services Contract to HDR Engineering Inc. for hydrologic and engineering services to evaluate the water supply yield of Lake Ray Hubbard and the East Fork of the Trinity River, on December 14, 2005 by Resolution No. 05-3471.

City Council authorized Supplemental Agreement No. 1 to Engineering Services Contract with HDR Engineering Inc. for hydrologic and engineering services to evaluate the water supply yield of Lake Ray Hubbard and the East Fork of the Trinity River, on November 8, 2006 by Resolution No. 06-3073.

City Council authorized Supplemental Agreement No. 2 to Engineering Services Contract with HDR Engineering Inc. additional hydrologic and engineering services in support of an amendment to Dallas' Lake Ray Hubbard water rights permit on August 22, 2007 by Resolution No. 07-2409.

City Council Briefing on October 3, 2007 entitled "The Path to 2060: Dallas Water Plan Update" that included information regarding the filing of the Lake Ray Hubbard permit amendment application.

### **FISCAL INFORMATION**

\$49,825.64 - Water Utilities Current Funds

April 23, 2008

**WHEREAS**, the City needs to maintain its existing water supplies while evaluating and connecting additional water supply in order to meet the future needs of the citizens and customers of Dallas; and,

**WHEREAS**, a volumetric survey has been performed on Lake Ray Hubbard to measure the effects of sedimentation on the volume of water in the lake; and,

**WHEREAS**, the hydrology of the Lake Ray Hubbard watershed has changed as the area has developed since the construction of Lake Ray Hubbard; and,

**WHEREAS**, the City Council authorized study to determine the yield of Lake Ray Hubbard; and,

**WHEREAS**, it has been determined that due to the development in the intervening Lake Ray Hubbard watershed below Lake Lavon, additional yield is available in Lake Ray Hubbard; and,

**WHEREAS**, the City Council authorized the preparation of permit amendment application documents; and,

**WHEREAS**, a permit amendment application has been filed with the Texas Commission on Environmental Quality to increase the City's diversion permit in Lake Ray Hubbard;  
**Now, Therefore,**

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

**Section 1.** That the City Manager be and is hereby authorized to apply for water use permits for Lake Ray Hubbard Certificate of Adjudication 08-2462 and submit related materials to the State.

**Section 2.** That the City Controller be and is hereby authorized to pay in an amount of \$49,825.64 from the Water Utilities Current Funds as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0100	DWU	7015	3070	DWU7015F8028	349633

**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.

DISTRIBUTION: Water-Administration, 4AN, Cheryl Glenn  
Water-Business, 4AN, James Carrigan  
Office of Financial Services, 4FN, Jeanne Chipperfield













**AGENDA ITEM # 67**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Development Services  
Water Utilities

**CMO:** A. C. Gonzalez, 671-8925  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 45T

---

**SUBJECT**

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, of two tracts of unimproved land containing a total of approximately 20,376 square feet located near the intersection of Cadiz and Industrial Streets for the Cadiz Pump Station Improvement Project (list attached) – \$181,717 - Financing: Water Utilities Capital Improvement Funds

**BACKGROUND**

This item authorizes the acquisition of two tracts of unimproved land containing a total of approximately 20,376 square feet located near the intersection of Cadiz and Industrial Streets. This property will be used for the Cadiz Pump Station. The consideration is based on an independent appraisal.

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

On April 9, 2008, this item was deferred by Council Majority.

On March 26, 2008, this item was deferred at the request of Councilmember Pauline Medrano.

**FISCAL INFORMATION**

Water Utilities Capital Improvement Funds - \$181,717

## **OWNERS**

### **318 Cadiz Holding, L.P.**

318 Cadiz, L.P., General Partner

### **J.S.A. Sportatorium, Inc.**

Sigmund B. Harris, President

### **Sportatorium Associates, Inc.**

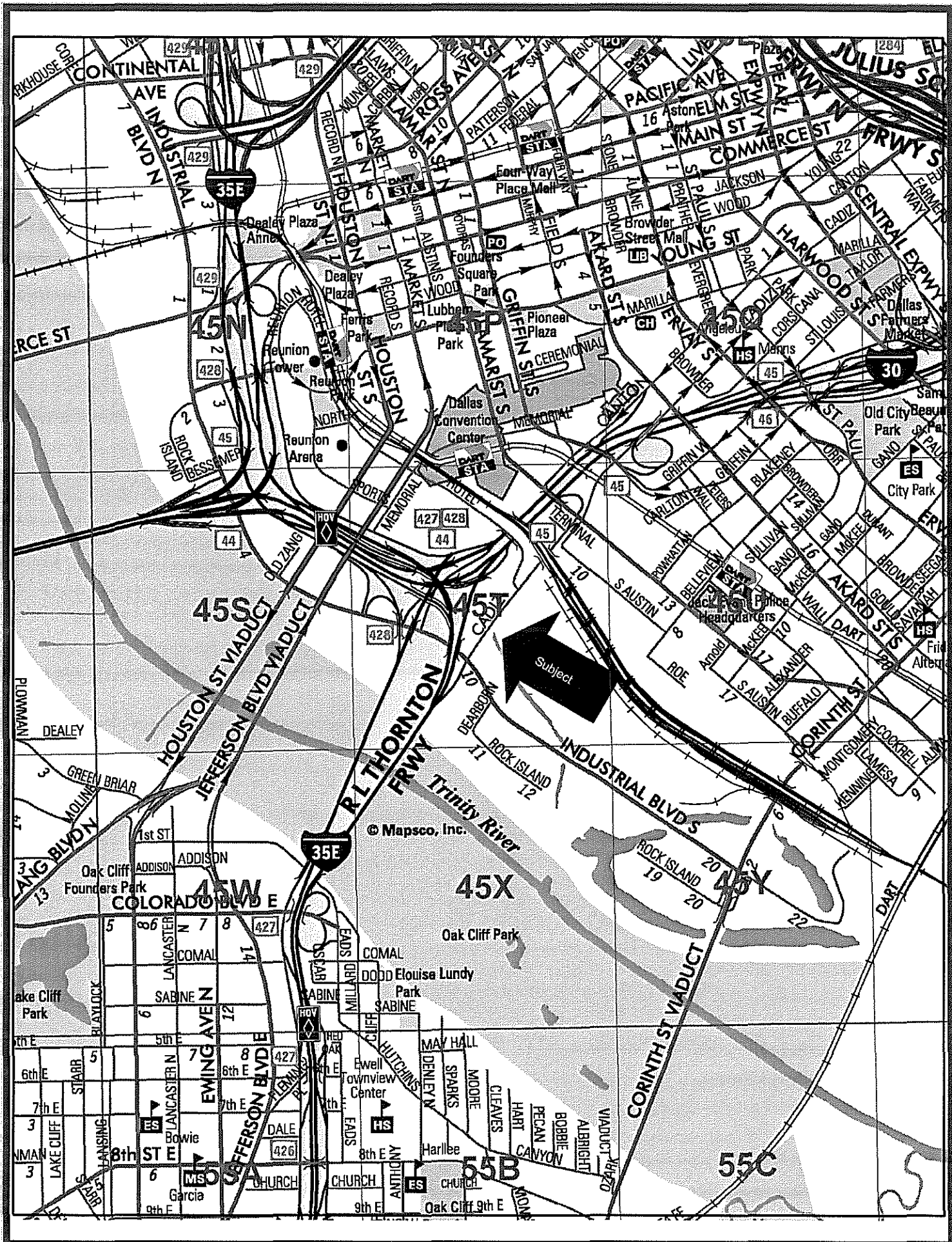
Morton Rachofsky, President

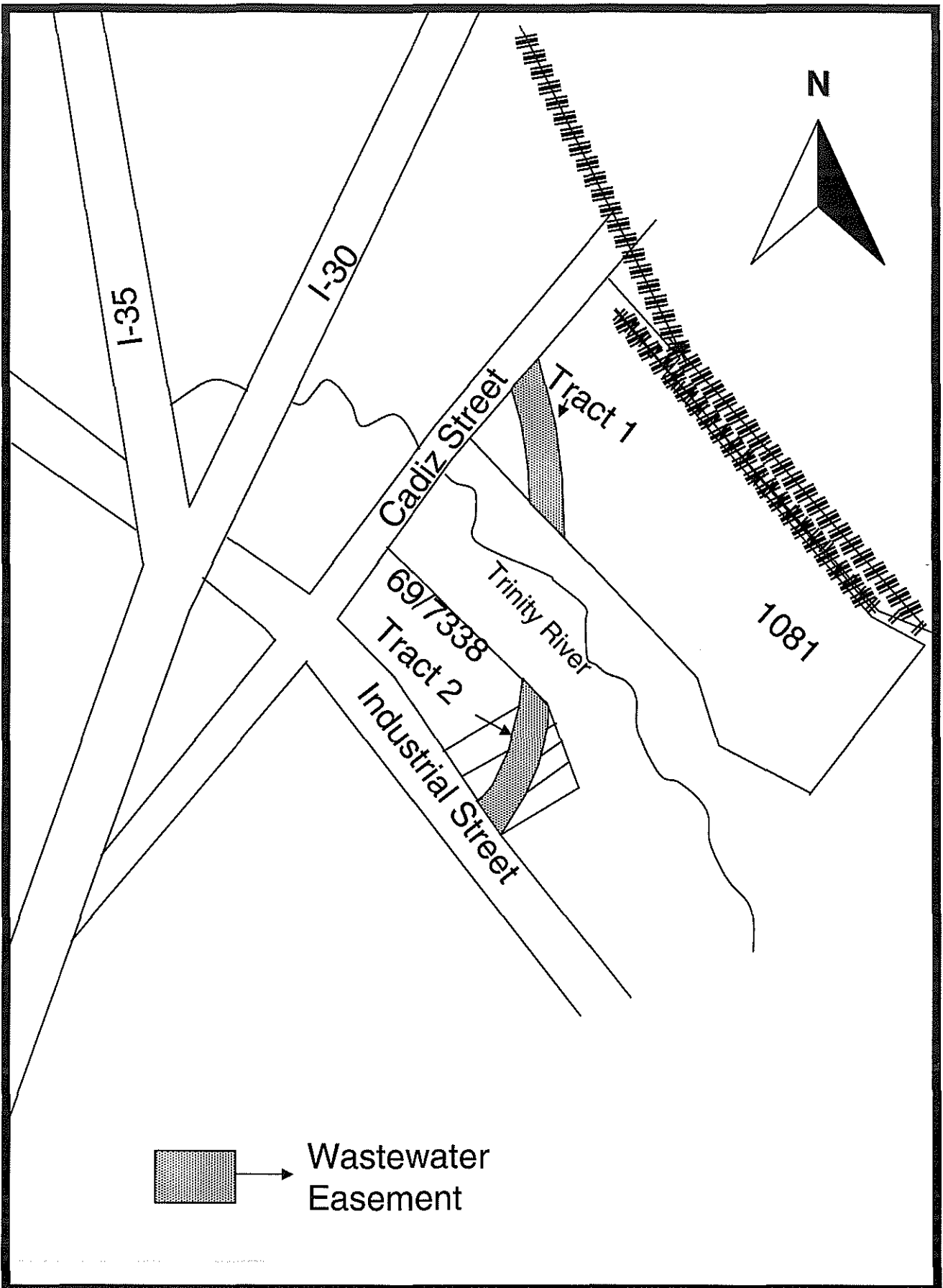
## **MAPS**

Attached

**Properties for Cadiz Pump Station Improvement Project**

<b><u>Tract</u></b>	<b><u>Owner</u></b>	<b><u>Address</u></b>	<b><u>Block</u></b>	<b><u>Council District</u></b>	<b><u>Offer Amount</u></b>
1.	318 Cadiz Holding, L.P	318 Cadiz Street	1081	2	\$ 29,839
2.	J.S.A. Sportatorium, Inc. and Sportatorium Associates, Inc.	200 Cadiz Street & 1005 S. Industrial thru 1011 S. Industrial	69/7338	2	\$151,878





April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Cadiz Street Pump Station

"PROPERTY INTEREST": Wastewater Pipeline Easement

"OFFER AMOUNT" and "OWNER" are described below:

<u>Parcel</u>	<u>Property Owner</u>	<u>Offer Amount</u>	<u>Encumbrance No.</u>
1.	J.S.A. Sportatorium, Inc. and Sportatorium Assoc., Inc.	\$151,878.00	CT-DWU706310AA
2.	318 Cadiz Holding, L.P.	\$ 29,839.00	CT-DWU706310AA

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

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

April 23, 2008

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Water Utilities Capital Improvement Funds No. 0103, Department DWU, Unit CS40, Object 4250, Program No. 706310, Activity No. MPSA.

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**THOMAS P. PERKINS, Jr., City Attorney**

BY   
Assistant City Attorney

**EXHIBIT A**  
Parcel 1

**42 FOOT WIDE WASTEWATER EASEMENT  
In City Block 69/7338  
W.S. Beatty Survey, Abstract Number 57  
City of Dallas, Dallas County, Texas**

BEING a 9,744 square foot tract of land situated in the W.S. Beatty Survey, Abstract Number 57, Dallas County, Texas, and being part of Lots 1, 2, 3, 4, & 5, Block 69/7338 (Official City Block Numbers) of Industrial Improvement Project Addition, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 5, Page 415, Deed Records of Dallas County, Texas, (D.R.D.C.T.), and being part of a tract of land described by deed to J. S. A. Sportatorium, Incorporated, a Texas corporation, as recorded in Volume 93242, Page 4319, D.R.D.C.T., said 9,744 square foot tract being more particularly described as follows:

COMMENCING at the intersection of the southwesterly right-of-way line of Industrial Boulevard (a 130 foot wide right-of-way) with the northwesterly right-of-way line of Dearborn Street (an 80 foot wide right-of-way);

THENCE North 47 degrees 43 minutes 23 seconds East, crossing said Industrial Boulevard, a distance of 133.48 feet to a point for the POINT OF BEGINNING, said point being on the northeasterly right-of-way line of Industrial Boulevard, said point being the south corner of said J. S. A. Sportatorium Inc. tract, said point being the beginning of a non-tangent circular curve to the right having a radius of 754.02 feet, whose chord bears North 27 degrees 25 minutes 42 seconds West, a distance of 16.74 feet;

THENCE in a northwesterly direction, along the said northeasterly right-of-way line, through a central angle of 01 degree 16 minutes 19 seconds, for an arc distance of 16.74 feet to a point for the point of tangency;

THENCE North 26 degrees 47 minutes 32 seconds West, continuing along said northeasterly right-of-way line, a distance of 33.25 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for corner, said iron rod being the beginning of a non-tangent circular curve to the left having a radius of 1,091.45 feet, whose chord bears North 16 degrees 09 minutes 43 seconds East, a distance of 227.57 feet;

THENCE in a northeasterly direction, departing said northeasterly right-of-way line and along said curve to the left, through a central angle of 11 degrees 58 minutes 06 seconds, for an arc distance of 227.99 feet to a 1/2-inch set iron rod with cap for corner in the West meander line of the old channel of the Trinity River, same being the easterly line of said J. S. A. Sportatorium, Inc. tract;


THENCE South 39 degrees 07 minutes 12 seconds East, along said West meander line, a distance of 54.66 feet to a 1/2-inch set iron rod with cap for the beginning of a non-tangent circular curve to the right having a radius of 1,133.45 feet, whose chord bears South 17 degrees 42 minutes 20 seconds West, a distance of 226.15 feet;



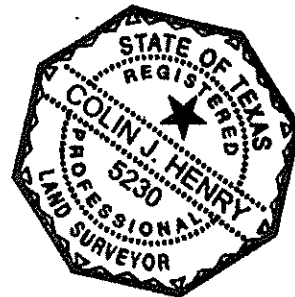
THENCE in a southwesterly direction, departing said West meander line and along said curve to the right, through a central angle of 11 degrees 27 minutes 04 seconds, an arc distance of 226.53 feet to a set "X" for corner in the common line between said J. S. A. Sportatorium, Inc. tract and a tract of land described by deed to Hilltop Acquisition Holding Corporation as recorded in Volume 2001216, Page 5828, D.R.D.C.T;

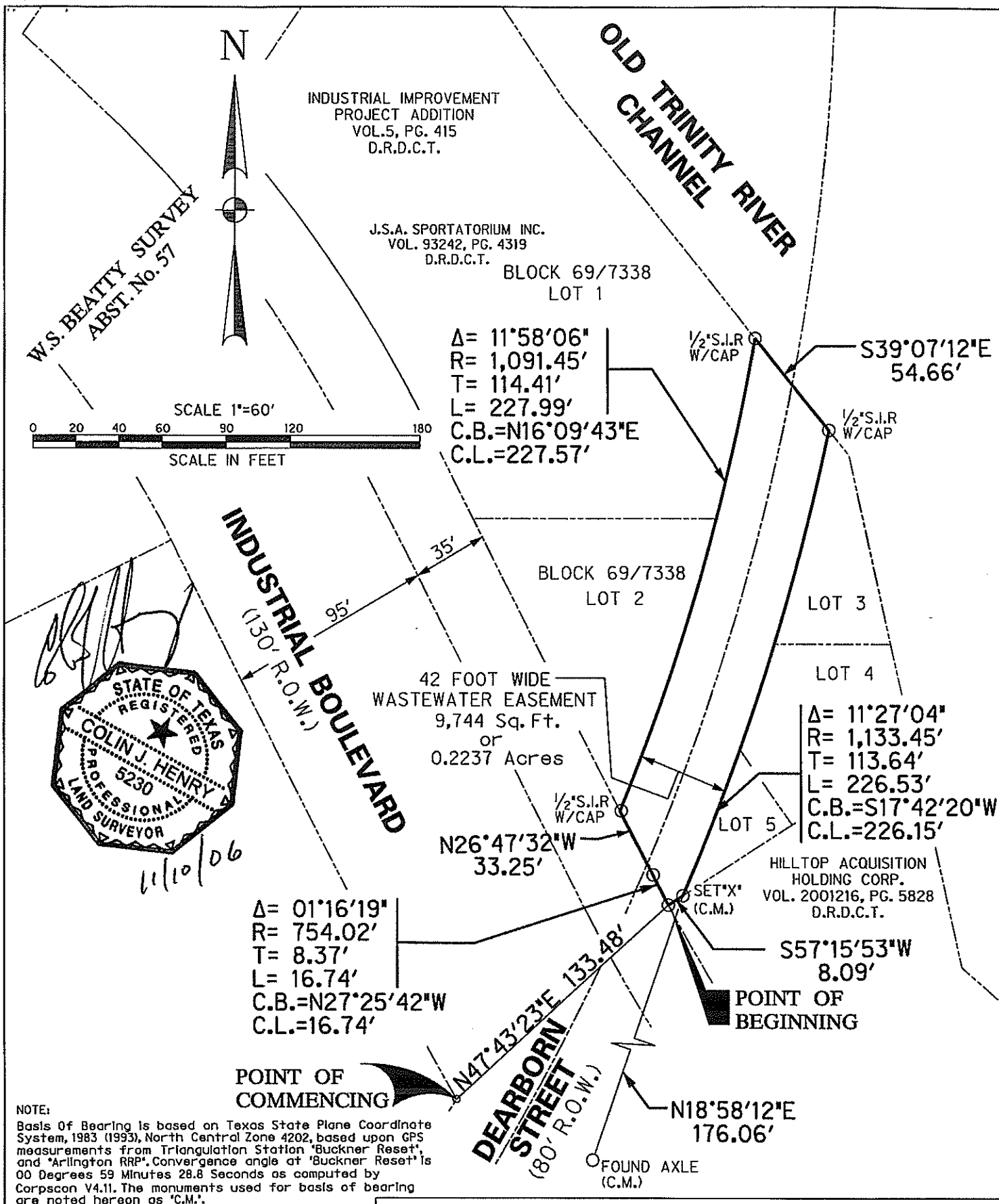
THENCE South 57 degrees 15 minutes 53 seconds West, along said common line, a distance of 8.09 feet to the POINT OF BEGINNING AND CONTAINING 9,744 square feet of 0.2237 acres of land, more or less.

Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone4202, based upon GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as "C.M.".

 11/10/06

COLIN J. HENRY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NO. 5230





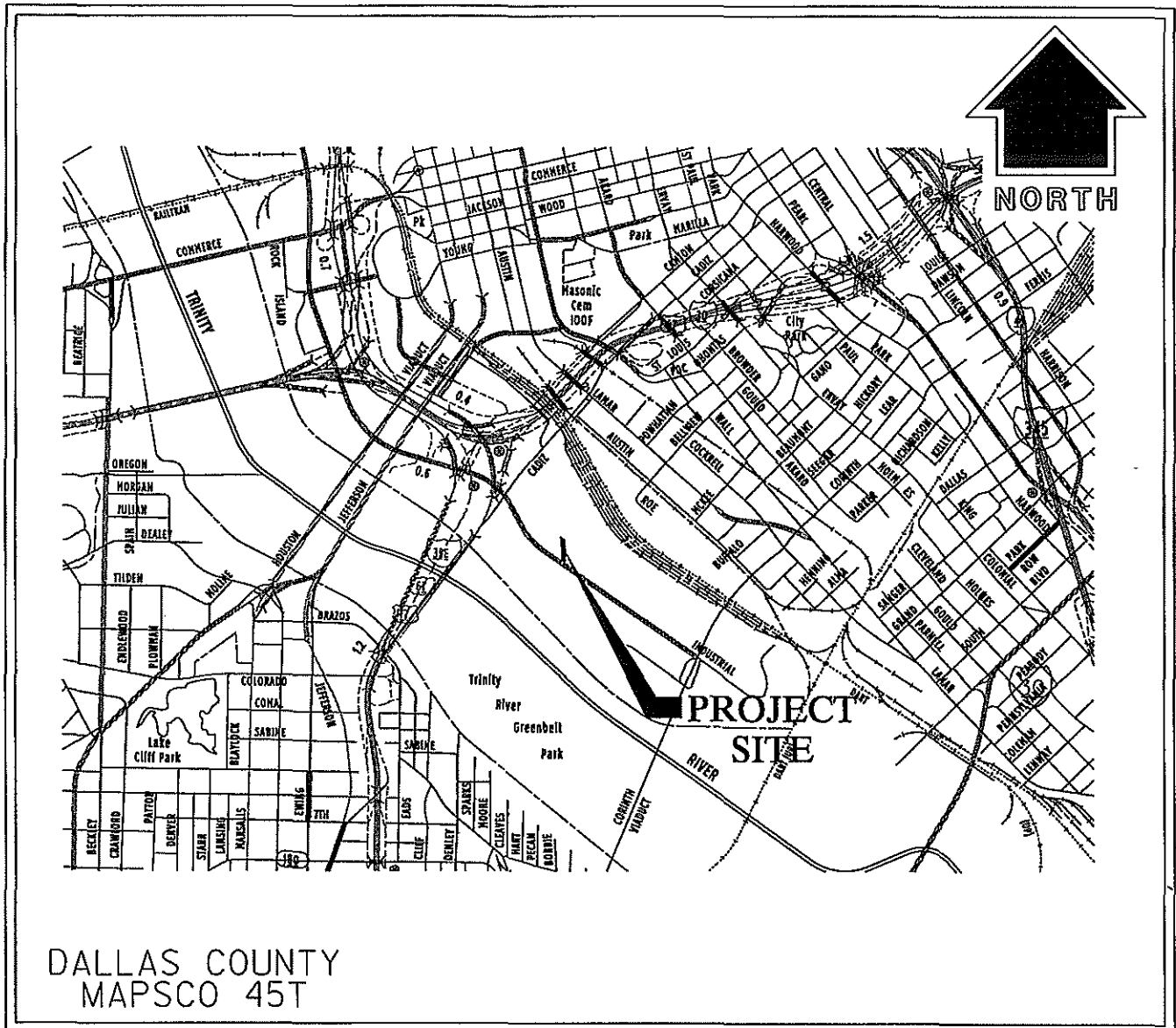
**42 FOOT WIDE WASTEWATER EASEMENT**  
IN CITY BLOCK 69/7338  
W. S. BEATTY SURVEY, ABSTRACT NO. 57  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
SHEET 3 of 4

# 42 FOOT WIDE WASTEWATER EASEMENT

In City Block 69/7338

W.S. Beatty Survey, Abstract Number 57

City of Dallas, Dallas County, Texas



LOCATION MAP

N.T.S.

EXHIBIT A

Parcel 2

**42 FOOT WIDE WASTEWATER EASEMENT**

**In City Block 1081**

**John N. Bryan Survey, Abstract Number 149**

**City of Dallas, Dallas County, Texas**

BEING a 10,632 square foot tract of land situated in the John N. Bryan Survey, Abstract Number 149, Dallas County, Texas, and being part of Block 1081 (Official City Block Numbers), and being part of a tract of land described by Special Warranty Deed to 318 Cadiz, L.P., as recorded in Document Number 20080010056, Official Public Records Dallas County, Texas, (O.P.R.D.C.T.), said 10,632 square foot tract being more particularly described as follows:

COMMENCING at the point of intersection of the southeasterly right-of-way line of Cadiz Street (a variable width right-of-way) with the East meander line of the old channel of the Trinity River, same being the west corner of a tract conveyed to Alford Refrigerated Warehouses, Inc. by Ordinance No. 15258 as recorded in Volume 76172, Page 1635, D.R.D.C.T.;

THENCE North 33 degrees 32 minutes 40 seconds East, along said southeasterly right-of way line, a distance of 46.67 feet to a point for corner;

THENCE North 39 degrees 35 minutes 47 seconds East, continuing along said southeasterly right-of-way line, a distance of 35.15 feet to a set "X" for the POINT OF BEGINNING;

THENCE North 39 degrees 35 minutes 47 seconds East, continuing along the said southeasterly right-of-way line, a distance of 49.47 feet to a set "X" for corner, said set "X" being the beginning of a non-tangent circular curve to the right having a radius of 1,133.45 feet, whose chord bears South 11 degrees 09 minutes 56 seconds East, a distance of 315.78 feet;

THENCE in a southeasterly direction, departing said southeasterly right-of-way line and along said curve to the right, through a central angle of 16 degrees 00 minutes 53 seconds, for an arc distance of 316.81 feet a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for corner in the East meander line of the old channel of the Trinity River;

THENCE North 29 degrees 28 minutes 33 seconds West, along said East meander line, a distance of 103.67 feet to a 1/2-inch set iron rod with cap for corner, said iron rod being the beginning of a non-tangent circular curve to the left having a radius of 1,091.45 feet, whose chord bears North 12 degrees 56 minutes 03 seconds West, a distance of 186.15 feet;

THENCE in a northwesterly direction, departing said East meander line and along said curve to the left, through a central angle of 09 degrees 47 minute 02 seconds, an arc distance of 186.38 feet to the POINT OF BEGINNING AND CONTAINING 10,632 square feet or 0.2441 acres of land, more or less. T.D.K.

Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone4202, based upon GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. T.D.K.,

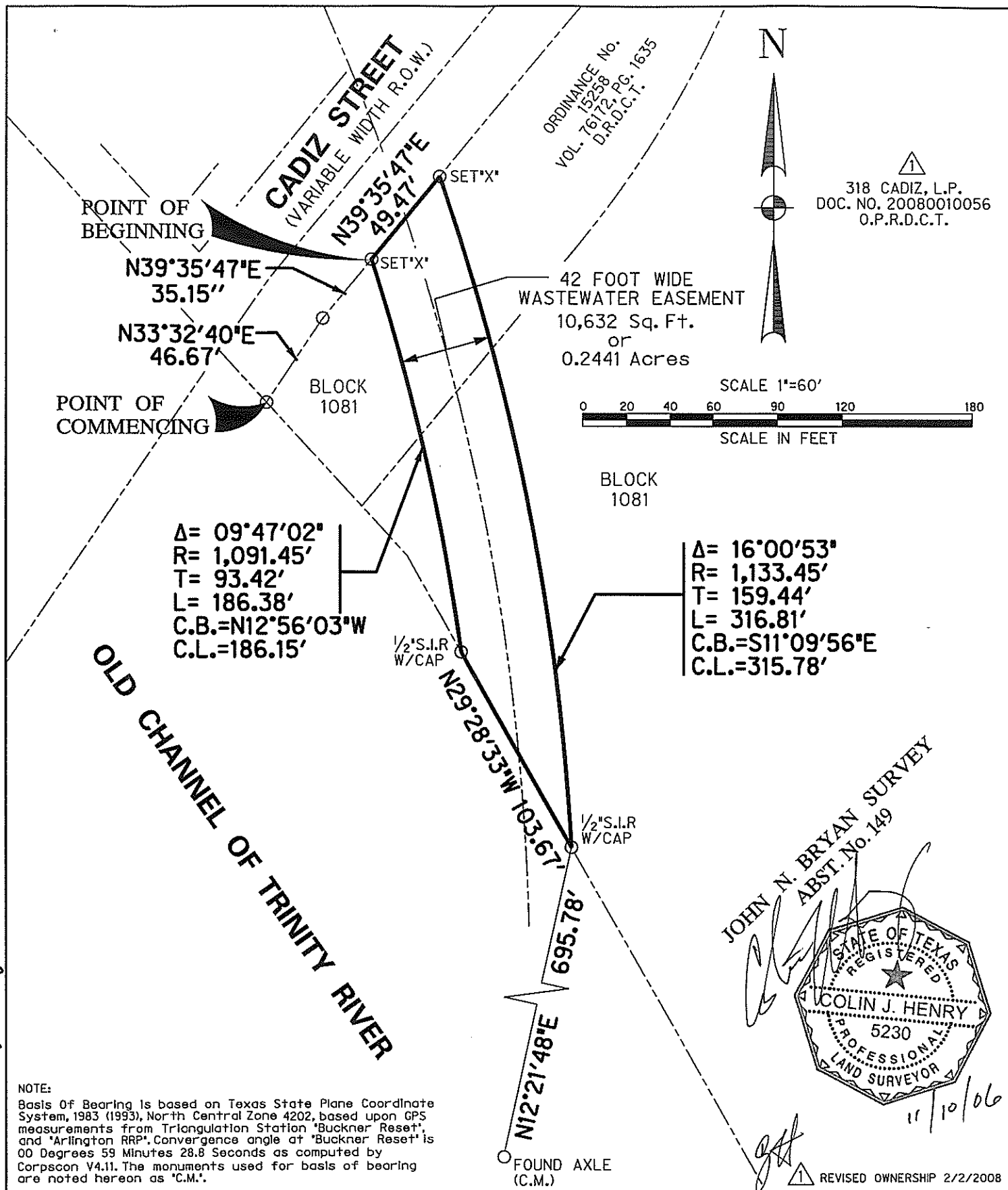
*Colin J. Henry* 11/15/06

COLIN J. HENRY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NO. 5230



REVIEWED BY *Dr. H. G. G. G.* 2-12-08

REVIEWED BY  
D. N. Gabel



42 FOOT WIDE WASTEWATER EASEMENT  
IN CITY BLOCK 1081  
JOHN N. BRYAN SURVEY, ABSTRACT NO. 149  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
SHEET 3 of 3

LEGEND:

(C.M.) CONTROL MONUMENT  
1/2" SIR 1/2-INCH SET IRON ROD WITH YELLOW  
W/CAP PLASTIC CAP STAMPED "HALFF ASSOC. INC."

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 3

**DEPARTMENT:** Department of Development Services

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 53V

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**SUBJECT**

A resolution authorizing advertisement for lease with an option to purchase by sealed bid of approximately 23,670 square feet of City-owned land, improved with a former library located near the intersection of Hampton Road and Illinois Avenue – Financing: No cost consideration to the City

**BACKGROUND**

This item authorizes advertisement for lease with an option to purchase by sealed bid of approximately 23,670 square feet of City-owned land improved with a former library located near the intersection of Hampton Road and Illinois Avenue. The advertisement will state that the City of Dallas reserves the right to reject any and all bids received and will establish a minimum monthly rental rate of \$1,750, a minimum option purchase price of \$183,750 and a minimum estimated amount of required tenant improvements of \$700,000. The minimum rental rate and purchase price are based on an independent appraisal.

This tract of land was declared surplus to the City's needs and authorized for sale on May 23, 2007, at a minimum bid amount of \$576,000 by Resolution No. 07-1587.

This property will be advertised for lease with an option to purchase with a reservation of all oil, gas and other minerals in and under the property and a restriction prohibiting the placement of industrialized housing. The property use under the lease must be for residential and/or general office uses. The advertisement will be posted in local newspapers and on the Real Estate website. A "for sale" sign will be placed on the property with notices being sent to: (1) property owners within 300 feet of the property; (2) brokers and agents in the Dallas area; and (3) investors and citizens kept on an internal surplus property mailing list.

## **BACKGROUND** (Continued)

The term of the lease shall be for five years and shall be on a triple net basis with the lessee responsible for providing and paying all taxes, insurance, utilities, maintenance and repairs attributable to the property and any improvements.

The lessee, at its cost shall be required to complete minimum required tenant improvements to the property during the first year of the lease term.

The current zoning for this property is R-7.5 and the tax value is \$516,750. The property will return to the tax rolls upon conveyance.

This tract of land has been reviewed by the Housing Department for infill housing and is not desired for this program.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On April 9, 2008, this item was deferred by Councilmember David A. Neumann.

Council declared this property unwanted and unneeded on May 23, 2007 by Resolution No. 07-1587.

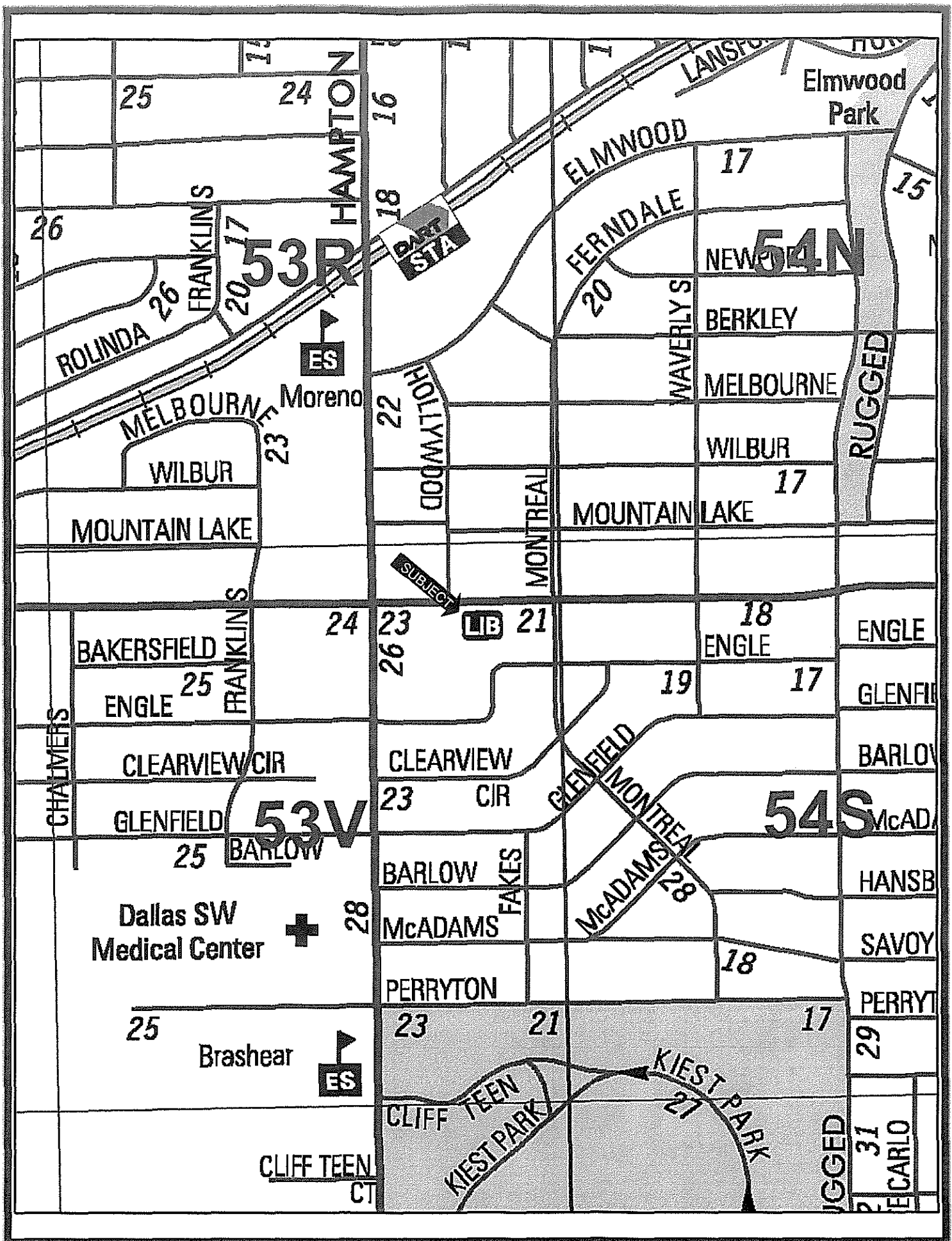
## **FISCAL INFORMATION**

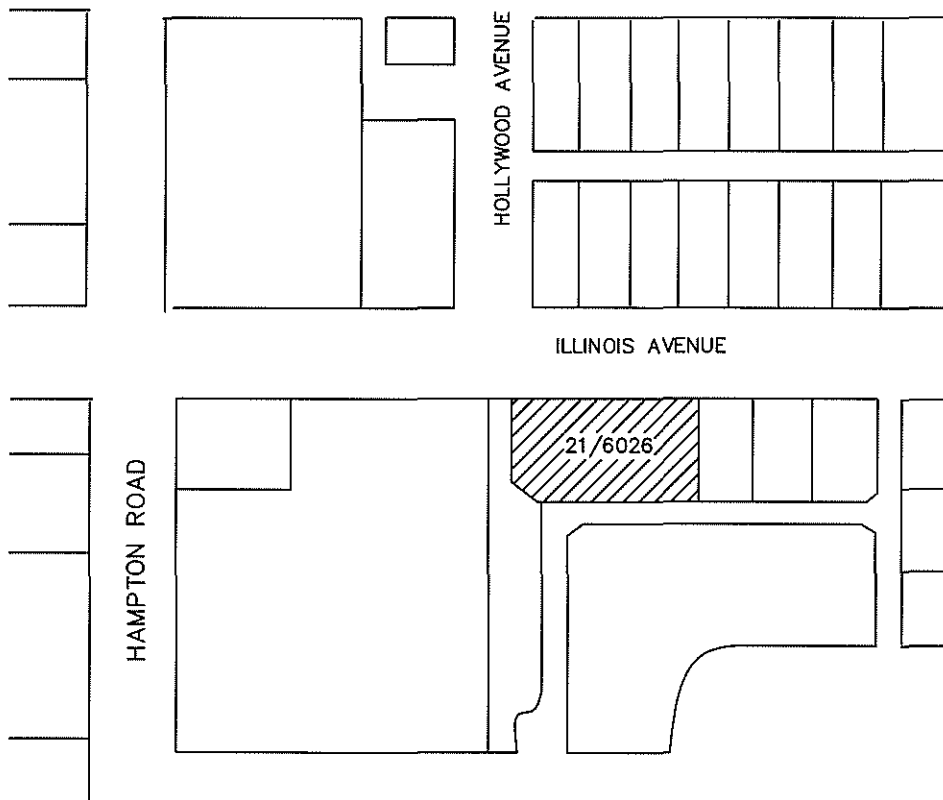
No cost consideration to the City

## **MAPS**

Attached







 2210 W. Illinois Avenue

April 23, 2008

**WHEREAS**, the City of Dallas is the owner of a tract of unwanted and unneeded land located in Dallas County, Texas, in City Block 21/6026 and described below; and

**WHEREAS**, said City property was declared surplus to the City's needs by Council Resolution No. 07-1587 on May 23, 2007, and authorized to be offered for sale by sealed bid, with a minimum bid of \$576,000.00 specified; and

**WHEREAS**, the property was not advertised for sale at the minimum bid specified;

**WHEREAS**, an updated appraisal was requested and obtained with a market value of \$175,000.00; and

**WHEREAS**, the improvements on the property are in need of repair and renovation; and

**WHEREAS**, the City is willing to consider a lease of the City property with an option to purchase the property in favor of the lessee upon certain minimum terms and conditions; and

**WHEREAS**, said City property is currently developable and must be disposed of by sealed bid in compliance with State law; **Now Therefore**,

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

**SECTION 1.** That the tract of land containing approximately 23,670 square feet in City Block 21/6026 and located near the intersection of Hampton Road and Illinois Avenue is declared unwanted and unneeded by the City Council and is to be advertised for lease with an option to purchase in favor of the lessee, with the following minimum bid terms:

<b>Monthly Rental Rate:</b>	\$1,750.00
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<b>Estimated Amount of Required Tenant Improvements:</b>	\$700,000.00
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<b>Option Purchase Price:</b>	\$183,750.00
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**SECTION 2.** That the Director of Development Services is authorized to advertise the above described property for lease with an option to purchase.

**SECTION 3.** That the advertisement of the property shall state:

- a) that the City of Dallas reserves the right to reject any and all bids received and any lease with option to purchase is subject to approval by the Dallas City Council;

April 23, 2008

- b) that the lease with option to purchase shall be in a form approved by the City Attorney and containing the following:
  - i) the lease shall be of the land and any improvements currently located thereon;
  - ii) the term of the lease shall be for five (5) years;
  - iii) rent shall be due and payable in advance monthly;
  - iv) the lease shall be on a triple net basis with the lessee responsible for providing and paying all taxes, insurance, utilities, maintenance and repairs attributable to the property and any improvements;
  - v) the lessee, at the lessee's cost and expense, shall be required to complete during the first year of the lease term improvements, renovations, restoration, finish-out, and repairs to the property (Tenant Improvements) having a value of not less than the amount of required tenant improvements bid, said Tenant Improvements being subject to the review and written approval of the Directors of Equipment and Building Services and Development Services (Directors) both as to the nature of and plans and specifications for the Tenant Improvements proposed and their satisfactory completion and value;
  - vi) the property use under the lease shall be for residential and/or general office uses;
  - vii) the lessee shall have the right to terminate the lease within the first 120 days of the lease term if the lessee is not able to secure satisfactory zoning for the property; and
  - viii) the lease shall contain an option to purchase the property in favor of the lessee upon the following terms and conditions:
    - 1) the lessee may not exercise the option to purchase unless and until the lessee has completed the Tenant Improvements provided for in the lease as evidenced by the Directors' approval of same;
    - 2) the option to purchase shall expire upon the termination of the lease for whatever reason;
    - 3) the Option Purchase Price shall escalate at a rate of 1% per year from the effective date of the lease until closing and lessee/grantee shall pay the Option Purchase Price and any such escalations at closing;

April 23, 2008

- 4) the conveyance upon closing shall be by Deed Without Warranty, in a form approved by the City Attorney;
  - 5) property taxes and assessments, if any, will be prorated through the closing and assumed by the lessee/grantee; and
  - 6) all closing costs and title expenses, including without limitation the cost of title insurance, if desired, attributable to the closing of the purchase under the option shall be paid by the lessee/grantee;
- c) that both the lease and any resulting sale pursuant to the option to purchase, shall be subject to the terms, covenants, conditions, reservations, restrictions and exceptions of this authorizing resolution, including without limitation the following:
- i) a restriction prohibiting the placement of industrialized housing on the property;
  - ii) reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals;
  - iii) any and all visible and apparent easements and encroachments, whether of record or not;
  - iv) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record and applicable to the property or any part thereof; and
  - v) standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes, and assessments being assumed by the lessee/grantee.
- d) that, to the maximum extent allowed by law, both the lease and any resulting sale pursuant to the option to purchase shall be strictly on an "AS IS, WHERE IS, WITH ALL FAULTS" basis; and
- e) such other terms and requirements and/or disclaimers as the City deems necessary, convenient or appropriate.

April 23, 2008

**SECTION 4.** That as a material part of the consideration for both the lease and any resulting sale pursuant to the option to purchase, the lessee/grantee and the City shall acknowledge and agree and provided in any relevant instrument(s) that, to the maximum extent allowed by law, (a) lessee/grantee is taking the property "AS IS, WHERE IS, WITH ALL FAULTS", (b) the City disclaims responsibility as to the accuracy or completeness of any information relating to the property, (c) lessee/grantee assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders, and (d) the City expressly disclaims and lessee/grantee expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the property. Without limiting the foregoing, the City makes no representations of any nature regarding the property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the property, including without limitation, the water, soil and geology, and the suitability thereof and the property for any and all activities and uses which lessee/grantee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated.

April 23, 2008

**SECTION 5.** That any procedures required by Code Section 2-24 that are not required by state law are hereby waived with respect to this transaction.

**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 # 69**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 5  
**DEPARTMENT:** Department of Development Services  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 57 M

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for vehicle or engine repair and maintenance use on property zoned Subdistrict 3 within Planned Development District No. 533, the C.F. Hawn Special Purpose District, on the northeast side of C.F. Hawn Freeway, south of Lake June Road

Recommendation of Staff: Denial

Recommendation of CPC: Approval for a one-year time period with eligibility for automatic renewal for one additional one-year time period, subject to a site plan and conditions

Z067-225(JH)



**FILE NUMBER:** Z067-225 (JH)

**DATE FILED:** April 26, 2007

**LOCATION:** Northeast side of CF Hawn Freeway, south of Lake June Road

**COUNCIL DISTRICT:** 5

**MAPSCO:** 57-M

**SIZE OF REQUEST:** Approx. 5,000 s.f.

**CENSUS TRACT:** 93.03

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**APPLICANT:** Johnny Brockens

**OWNER:** Keith Stephens

**REQUEST:** An application for a Specific Use Permit for vehicle or engine repair and maintenance use on property zoned Subdistrict 3 within Planned Development District No. 533, the CF Hawn Special Purpose District No. 1.

**SUMMARY:** The applicant proposes to continue operation of a vehicle or engine repair and maintenance use.

**CPC RECOMMENDATION:** Approval for a one-year period, subject to a site plan and conditions.

**STAFF RECOMMENDATION:** Denial.

**BACKGROUND INFORMATION:**

- The request site is currently developed with an auto repair center being used for vehicle or engine repair and maintenance.
- The request site is adjacent to auto sales and service, outside storage, transit passenger station or transfer center, a cell tower and undeveloped land. Across CF Hawn Freeway are single family residential uses and a union hall.

**Zoning History:**

1. Z034-221                      On Wednesday, September 22, 2004, the City Council approved a Specific Use Permit for vehicle display, sales and service, vehicle or engine repair and maintenance and auto service center uses on property within Subdistrict 3 of Planned Development District No. 533, the C.F. Hawn Special Purpose District at 6414 C.F. Hawn Freeway.

**Thoroughfares/Streets:**

Thoroughfares/Street	Type	Existing ROW
CF Hawn Freeway		Variable

**Land Use:**

	Zoning	Land Use
<b>Site</b>	PD No. 533, Subdistrict 3	Undeveloped
<b>North</b>	PD No. 533, Subdistrict 3	Auto sales and service, outside storage, transit passenger station or transfer center, a cell tower and undeveloped land
<b>East</b>	CS	Transit Passenger Station
<b>South</b>	PD No. 533, Subdistrict 3	Auto sales and service, outside storage
<b>West</b>	PD No. 533, Subdistrict 3	Single family residential and union hall

## **STAFF ANALYSIS:**

### **Comprehensive Plan:**

The request does not comply with the following land use goals and policies of the Comprehensive Plan because the request site is not properly maintained. CF Hawn Freeway is a gateway that the Area Plan cited below identified area blight, incompatible land uses, and lack of economic development as the major community issues.

## **NEIGHBORHOOD ELEMENT**

### **GOAL 7.1 PROMOTE VIBRANT AND VIABLE NEIGHBORHOODS**

Policy 7.1.4	Promote clean and safe neighborhoods.
Policy 7.1.6	Follow a consistent neighborhood planning framework.

## **URBAN DESIGN**

### **GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY**

Policy 5.2.3	Ensure attractive gateways into the city.
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### **Area Plans:**

The request site lies within the boundary of the Southeast Dallas Comprehensive Land Use Study, which was adopted by the City Council in December 1996. The study makes very specific recommendations for the area inclusive of the request site that states, “require landscape and architectural buffers to minimize impact on areas along C.F. Hawn Freeway.” Land Use Policy No. 9 also recommends discouraging vehicle display, sales, and services uses.

### **Land Use Compatibility:**

The approximately 5,000 square foot request site is zoned as Subdistrict 3 within Planned Development District No. 533, the CF Hawn Special Purpose District No. 1 and is currently developed with a vehicle service use. The applicant is specifically conducting vehicle or engine repair or maintenance on the property, which requires a Specific Use Permit in the existing zoning.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the

public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards.

The request site is adjacent to auto sales and service, outside storage, transit passenger station or transfer center, a cell tower and undeveloped land. Across CF Hawn Freeway are single family residential uses and a union hall.

A vehicle or engine repair or maintenance use allows for the repair, maintenance, or restoration of motor vehicle engines, electrical motors, or other similar items. This is a more intensive use than an auto service center use that allows for minor mechanical repairs and servicing. Both uses require a Specific Use Permit in Subdistrict 3, which is considered a light industrial subdistrict.

The request site has been found in violation of the following code issues: high weeds; litter; no Certificate of Occupancy; 7 junk cars located on the request site and 5 junk cars from this use on the adjacent vacant lot; substandard structural; and spillage of motor oil. Staff is concerned that the condition of the property will not improve if the SUP is approved.

While the adjacent properties on CF Hawn Freeway have a similar appearance or character, staff cannot support the request. The vehicle or engine repair or maintenance use does not contribute to, enhance, or promote the welfare of the area of request and adjacent properties, nor does it comply with the recommendations of the *Southeast Dallas Comprehensive Land Use Study*.

Should the Council recommend approval of the request, staff recommends a time period of two years, without eligibility for automatic renewals. Staff recommended time period is based on what was approved for the site to the north referenced in the zoning history and giving consideration for time needed for the applicant to find another location. The applicant is requesting a five-year period with eligibility for automatic renewal for additional five-year periods. CPC recommended approval for a one-year time period, with eligibility for automatic renewal for one additional one-year time period.

#### **Development Standards:**

DISTRICT	SETBACKS		Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
PDD No. 533 Subdistrict 3	15'	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	200' 15 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail

#### **Parking/Traffic:**

The expected number of trips generated by the proposed use is 700 trips per day according to the trip rate for a retail/personal service use for the proposed floor area. A Traffic Impact Study is only required for proposals that generate more than 1,000 trips per day unless a waiver is issued.

The vehicle or engine repair or maintenance use requires one off-street parking space for each 500 square feet of floor area, with a minimum of five spaces required. The attached site plan shows five spaces are provided.

**Landscaping:**

PDD No. 533, Subdistrict 3 contains specific landscape regulations that address parkway, site area and front yard strip landscaping areas in conjunction with new development. The applicant is not proposing any additional floor area; therefore, additional landscaping is not required. Landscaping of any future development will be in accordance to PDD No. 533, the C.F. Hawn Special Purpose District.

**CPC Minutes**

July 19, 2007

**Motion:** In considering an application for a Specific Use Permit for vehicle or engine repair and maintenance use on property zoned Subdistrict 3 within Planned Development District No. 533 on the northeast side of CF Hawn Freeway, south of Lake June Road, it was moved to **hold** this case under advisement until August 9, 2007.

Maker: Emmons  
Second: Marshall  
Result: Carried: 12 to 0  
For: 12 - Prothro, Strater, Gary, Marshall, Bagley,  
Jones-Dodd, Weiss, Hill, Buehler, Wolfish,  
Emmons, Cunningham

Against: 0  
Absent: 2 - Woolen Lipscomb, Ekblad  
Vacancy: 1 - District 6

**Notices:** Area: 200 Mailed: 8  
**Replies:** For: 1 Against: 0

**Speakers:** None

August 9, 2007

**Motion:** In consider an application for a Specific Use Permit for vehicle or engine repair and maintenance use on property zoned Subdistrict 3 within Planned Development District No. 533 on the northeast side of CF Hawn Freeway, south of Lake June Road, it was moved to **hold** this case under advisement until September 27, 2007.

Maker: Woolen Lipscomb  
Second: Ekblad  
Result: Carried: 13 to 0  
For: 13 - Prothro, Strater, Gary, Marshall, Woolen  
Lipscomb, Bagley, Jones-Dodd, Weiss, Hill,  
Wolfish, Ekblad, Emmons, Cunningham

Against: 0  
Absent: 1 - Buehler  
Vacancy: 1 - District 6



**Notices:** Area: 200 Mailed: 8  
**Replies:** For: 1 Against: 0

**Speakers:** For: Lois Brocken, 6520 C.F. Hawn Freeway, Dallas, TX, 75217  
Pamela, 6520 C. F. Hawn Freeway, Dallas, TX, 75217  
Against: Eugene Thomas, 5654 Winding Woods Trl, Dallas, TX, 75227  
Staff: Sammy Cardona, Dallas Code Compliance Officer

September 27, 2007

**Motion:** It was moved to recommend **approval** of a Specific Use Permit for vehicle or engine repair and maintenance use for a one-year with eligibility for automatic renewal for one additional one-year time period, subject to a site plan and staff's conditions on property zoned Subdistrict 3 within Planned Development District No. 533, the CF Hawn Special Purpose District No. 1 on the northeast side of CF Hawn Freeway, south of Lake June Road with the hours of operation changed to 8:30 a.m. to 6:30 p.m., Monday through Saturday.

Maker: Woolen Lipscomb

Second: Ekblad

Result: Carried: 10 to 2

For: 10 - Prothro, Strater, Gary, Woolen Lipscomb, Bagley, Jones-Dodd, Buehler\*, Wolfish, Ekblad, Emmons

Against: 2 - Marshall, Weiss

Absent: 2 - Hill, Cunningham

Vacancy: 1 - District 6

\*out of the room, shown voting in favor

**Amendment to Motion:** It was moved to **amend** the time period to one-year, with eligibility for automatic renewal for one additional one-year time period on property zoned Subdistrict 3 within Planned Development District No. 533, the CF Hawn Special Purpose District No. 1 on the northeast side of CF Hawn Freeway, south of Lake June Road.

Maker: Jones-Dodd

Second: Bagley

Result: Carried: 12 to 0

For: 12 - Prothro, Strater, Gary, Marshall, Woolen  
Lipscomb, Bagley, Jones-Dodd, Weiss,  
Buehler\*, Wolfish, Ekblad, Emmons

Against: 0

Absent: 2 - Hill, Cunningham

Vacancy: 1 - District 6

\*out of the room, shown voting in favor

**Notices:** Area: 200 Mailed: 8

**Replies:** For: 1 Against: 0

**Speakers:** For: Dolores Brackens, 6520 C.F. Hawn Freeway, Dallas, TX,  
75217

Johnny Brackens, 6520 C.F. Hawn Freeway, Dallas, TX,  
75217

Against: None

## SUP CONDITIONS

<i>CPC Recommended/Staff Recommended/Applicant Proposed</i>
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1. Use: The only use authorized by this specific use permit is vehicle or engine repair or maintenance.
2. Site plan: Use and development of the Property must comply with the attached site plan.
3. Time limit:

*CPC Recommended:*

<p>This specific use permit automatically terminates on (<u>one</u>-year period) and is eligible for <u>one</u> automatic renewal for an additional <u>one</u>-year period, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)</p>
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*Staff Recommended:*

<p>This specific use permit automatically terminates on (<u>two</u>-year period).</p>
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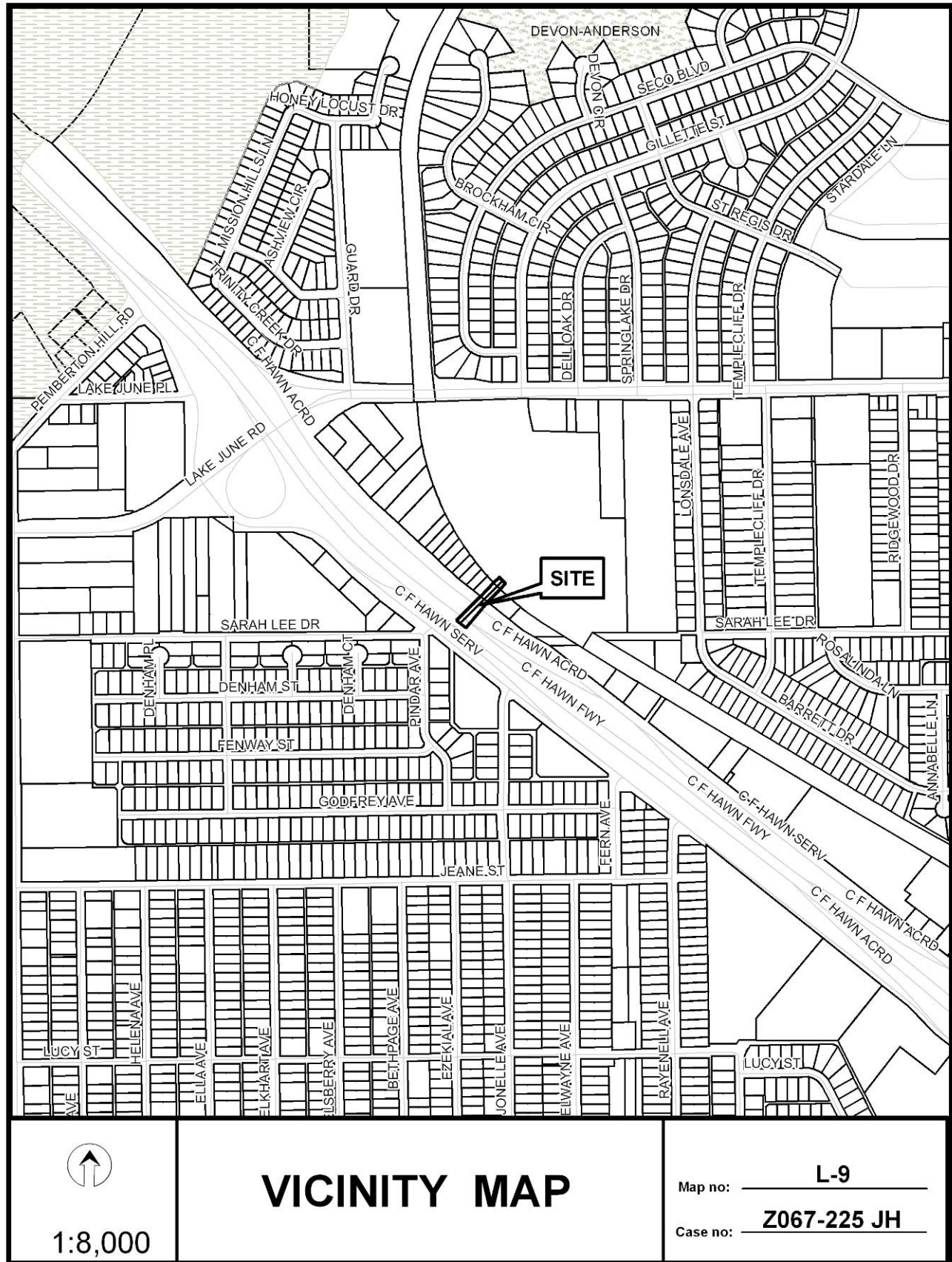
*Applicant Proposed:*

<p>This specific use permit is approved for a time period that expires on _____ (<u>five</u>-year period), and is eligible for automatic renewal for additional <u>five</u>-year periods, pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)</p>
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4. Air quality: This use must register with the Air Pollution Control office of the City of Dallas.

5. Hours of operation: The vehicle or engine repair or maintenance use may only operate between the hours of 9:30 a.m. and 6:30 p.m., Monday through Friday and 9:30 a.m. and 3:30 p.m. Saturday.
6. Ingress-egress: Ingress and egress must be provided in the location shown on the attached site plan. No other ingress or egress is permitted.
7. Parking: Five off-street parking spaces are required per the Dallas Development Code. A minimum of three off-street parking spaces must be provided on-site.
8. Vehicle storage: No more than four inoperable or wrecked motor vehicles may be stored on the Property at one time. Each inoperable or wrecked motor vehicle must have valid state registration, current safety inspection certificates, and a documented record of pending repairs or other disposition.
9. Maintenance: The Property must be properly maintained in a state of good repair and neat appearance.
10. General Requirements: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

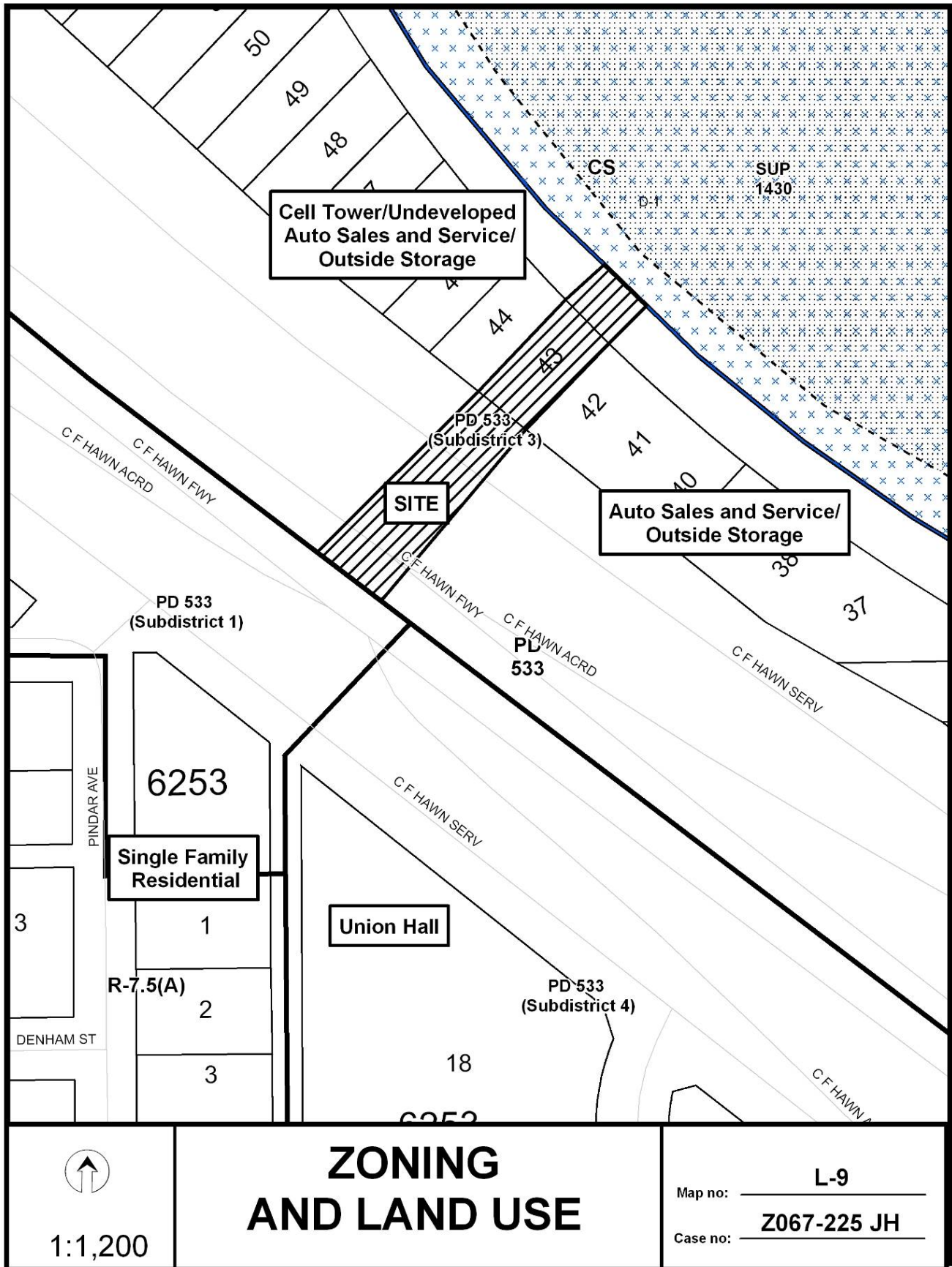


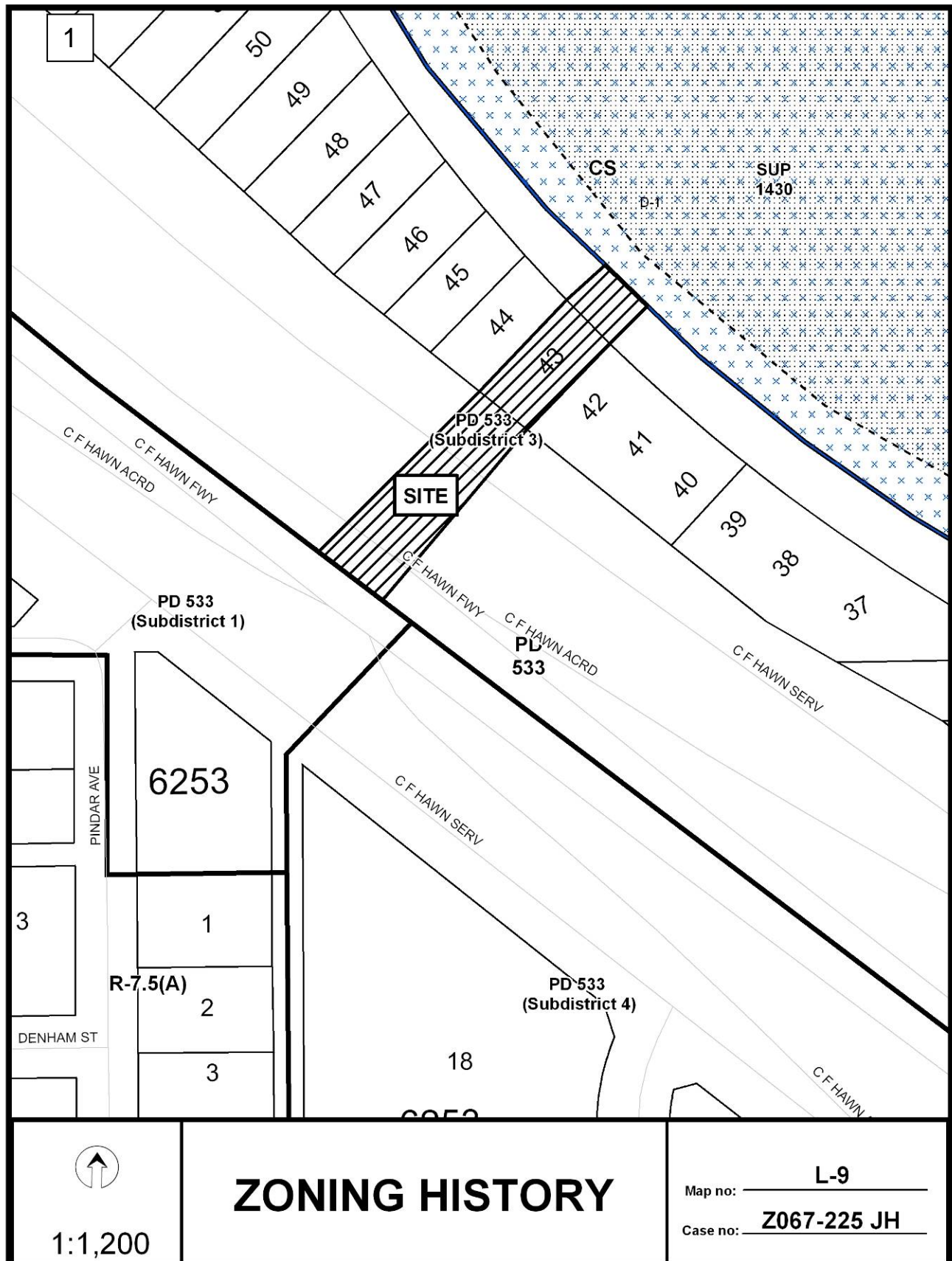


DATE: 05/25/2007

GIS TECHNICIAN: CS





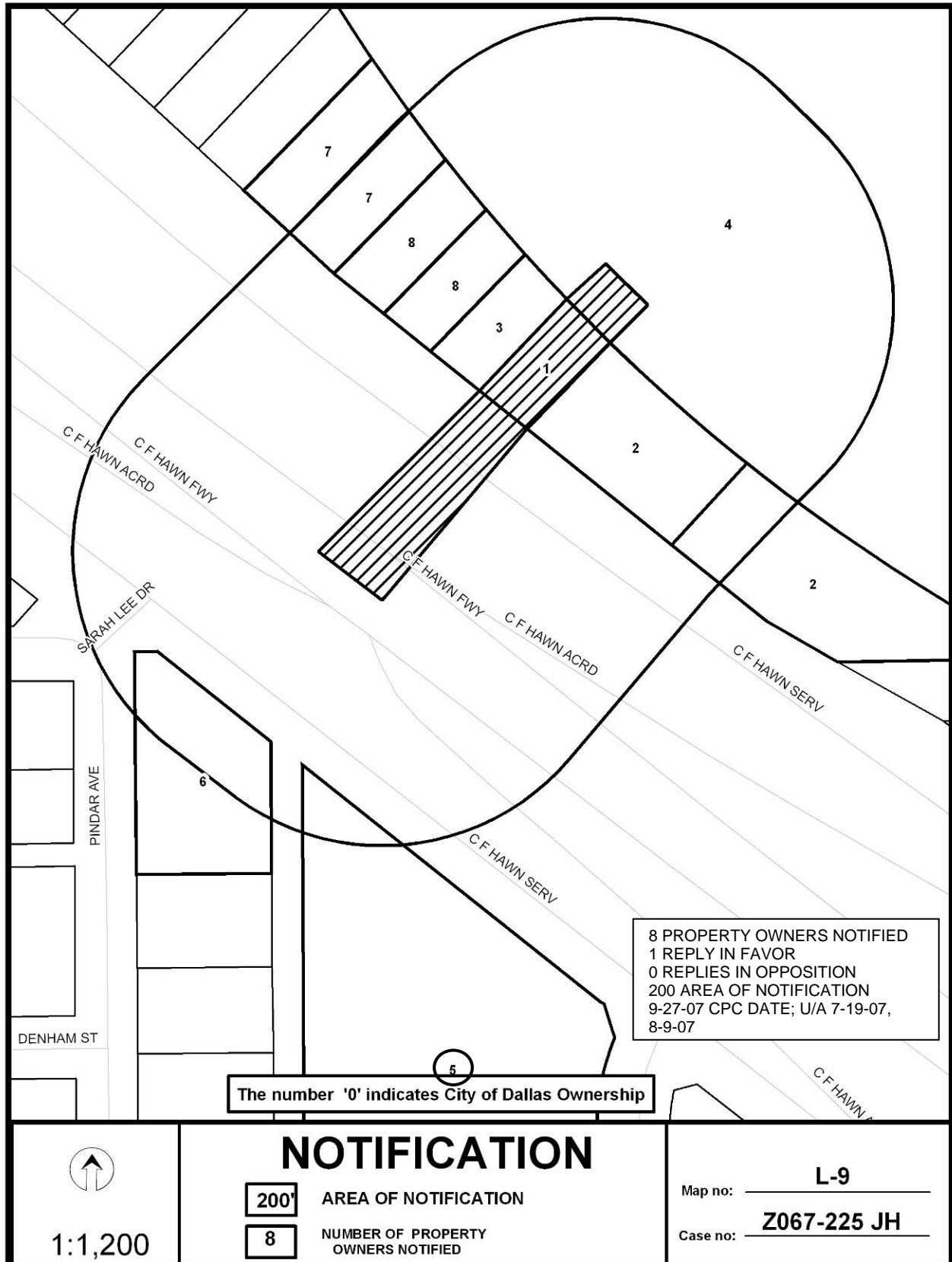


DATE: 05/25/2007

GIS TECHNICIAN: CS



CPC Responses



Z067-225

Page 1 of 1

5/25/2007

## Notification List of Property Owners

**Z067-225(JH)(CS)**

### 8 Property Owners Notified

	<b>Label</b>	<b>Address</b>	<b>Owner</b>
	1	6520 C F HAWN	STEPHENS KEITH
	2	6524 C F HAWN	BARNER KATIE LAURA
	3	6518 C F HAWN	CHAVEZ OLGA
	4	6414 LAKE JUNE	DALLAS AREA RAPID TRANSIT
O	5	1007 JONELLE	GENERAL DRIVERS WHSEM N
	6	6406 SARAH LEE	PHILPOT JAMES KENNETH &
	7	6500 C F HAWN	STEPHENS JOHN R
	8	6510 C F HAWN	STEPHENS JOHN R

Friday, May 25, 2007

Early Notification List

Al Romero  
PO Box 870875  
Mesquite, TX 75150

Anthony Jones  
PO Box 0711  
Galveston, TX 77553

Betty Wadkins  
2843 Modesto Drive  
Dallas, TX 75227

Bridge Ballowe c/o Nextel  
1680 N. Prosper Dr.  
Ricardson, TX 75081

Cindy Harris  
4310 Buena Vista #8  
Dallas, TX 75205

Clarence F Cope  
10404 Ferndale  
Dallas, TX 75238

Jane Guerrini  
7032 Lupton  
Dallas, TX 75225

Jeff Bosse  
PO Box 4738  
Dallas, TX 75208

Katie Pascuzzi  
2720 N Stemmons Frwy Suite  
900  
Dallas, TX 75207

Leanne Witek  
16660 N Dallas Pkwy #1200  
Dallas, TX 75248

Marcus Wood  
6060 N Central Expy Ste 333  
Dallas, TX 75206

Pam Conley  
901 N Madison Avenue  
Dallas, TX 75208

Rob Baldwin  
401 Exposition  
Dallas, TX 75226

Robert P. Garza  
412 E. Sixth St.  
Dallas, TX 75203

Stephanie Pegues  
1500 Marilla 5FS  
Dallas, TX 75201

Steve Craft  
P O Box 542225  
Dallas, TX 75354

Steve Kim  
4318 Sexton Ln.  
Dallas, TX 75229

Alpha Testing, Inc  
Virginia Brown  
2209 Wisconsin St, Ste 100  
Dallas, TX 75229

Am. Metro/Study Corp  
Marque Nelson  
14881 Quorum Dr #400  
Dallas, TX 75240

Arborilogical Services, Inc.  
Bill Seaman  
16 Steel Rd.  
Wylie, TX 75098

Axley & Hargrove  
James Schnurr  
3400 Carlisle St, #400  
Dallas, TX 75204-1268

Bluffview Homeowner  
Pat White  
4714 Wildwood  
Dallas, TX 75209

Cedar Vista Conservation  
Chris Lomax  
6439 Dixie Garden Ln  
Dallas, TX 75236

Dallas ISD  
Stan Armstrong  
3700 Ross Ave, Box 61  
Dallas, TX 75204

Dallas Planning Asoc  
Stuart Pully  
P O Box 781609  
Dallas, TX 75378

FW Dodge Reports  
Donna McGuire  
9155 Sterling Dr. Ste 160  
Dallas, TX 75063

Jackson Walker  
Suzan Kedron  
901 Main St. #6000  
Dallas, TX 75202

Kiestwood Neighbors  
Neoma Shafer  
2538 W Kiest Blvd  
Dallas, TX 75233

Lake Highlands AIA  
Terri Woods  
9603 Rocky Branch Drive  
Dallas, TX 75243

Master Plan  
J Kimborough  
900 Jackson St  
Dallas, TX 75202

MetroStudy Corp  
Rebecca Webb  
14881 Quorum Dr #400  
Dallas, TX 75254

N Pk Lovefied Comm Civic  
League  
Joyce Lockley  
4718 Wateka Dr.  
Dallas, TX 75209

Quick Trip Co.  
Teri Dorazil  
14450 Trinity Blvd. #300  
Fort Worth, TX 76155

United HOA  
Norma Parry  
1515 Reynaldston Ln.  
Dallas, TX 75232

BSEAT  
Allen McGill  
P O Box 41561  
Dallas, TX 75241

Micheal R Coker Co  
Michael R Coker  
2700 Swiss Ave. #100  
Dallas, TX 75209

Oak Cliff Chamber  
Joe Burkleo  
545 Lacewood Drive  
Dallas, TX 75224

Robert Reeves & Assoc. Inc.  
Robert Reeves  
900 Jackson St, Suite 160  
Dallas, TX 75202

United HOA  
Thelma J. Norman  
2628 Blackstone Dr.  
Dallas, TX 75237

Pleasant Wood/Grove  
J. Eugene Thomas  
P O Box 50051  
Dallas, TX 75250

Minyards Properties Inc  
Dennis O'Malley  
777 Freeport Pkwy  
Coppell, TX 75019

PARC DU LAC  
Linda Sharp  
12126 Vendome Place  
Dallas, TX 75230

Signs Manufacturing  
William Watson  
4610 Mint Way  
Dallas, TX 75236

W.A.R.N.  
Tashia Moseley  
5353 Maple Ave. Ste. 200  
Dallas, TX 75235

**EN057-225(JH)**

**AGENDA ITEM # 70**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 13

**DEPARTMENT:** Department of Development Services

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 13 X

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting an MU-3 Mixed Use District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an MU-2-D Mixed Use District with the D Dry Liquor Control overlay on the northeast corner of Josey Lane and Forest Lane  
Recommendation of Staff and CPC: Approval, subject to deed restrictions volunteered by the applicant and retention of the Dry Liquor Control Overlay  
Z078-150(MAW)

Note: This case was considered by the City Council at a public hearing on April 9, 2008, and was taken under advisement until April 23, 2008, with the public hearing open.



FILE NUMBER: Z078-150 (MAW)

DATE FILED: January 9, 2008

LOCATION: Northeast corner of Josey Lane and Forest Lane

COUNCIL DISTRICT: 13

MAPSCO: 13X

SIZE OF REQUEST: ±5.9 acres

CENSUS TRACT: 96.05

REPRESENTATIVE: Kirk Williams and Tommy Mann, Winstead PC

APPLICANT/OWNER: Josey Village, Ltd.

REQUEST: An application for an MU-3 Mixed Use District with deed restrictions volunteered by the applicant on property zoned an MU-2-D Mixed Use District with a Dry Liquor Control Overlay.

SUMMARY: The purpose of this zoning request is to allow relocation of a detached non-premise sign that is within a portion of the property to be condemned by the Texas Department of Transportation (TXDOT) for the widening of the Lyndon B. Johnson (LBJ) Freeway.

CPC RECOMMENDATION: Approval; subject to deed restrictions volunteered by the applicant and retention of the Dry Liquor Control Overlay.

STAFF RECOMMENDATION: Approval; subject to deed restrictions volunteered by the applicant and retention of the Dry Liquor Control Overlay.

## BACKGROUND INFORMATION:

- The 5.9-acre request site is currently developed as a shopping center which consists of a restaurant, retail and personal service uses.
- The request site is adjacent to the Lyndon B. Johnson (LBJ) Freeway to the north; office uses to the east; a hotel, nursing home, restaurant and personal service uses to the south; and a restaurant and gas station to the west.
- The Texas Department of Transportation (TXDOT) will acquire approximately 40,000 square feet of the request site for the widening of the LBJ Freeway.
- The purpose of this zoning request is to allow relocation of a detached non-premise sign that is within the portion of the property to be acquired by TXDOT.
- Section 51A-7.307 of the Dallas City Code provides a mechanism for the relocation of detached non-premise signs that are acquired by a governmental entity. However, the code limits the size of relocated detached non-premise signs in the MU-2 District to no greater than 72 square feet in effective area or 20 feet in height. The existing billboard exceeds the maximum size.
- The applicant is offering deed restrictions that would limit all existing and new development on the site to MU-2 uses and development standards, but would allow relocation of the detached non-premise sign at its current size.

## Zoning History:

1.	<b>Z001-230:</b>	On October 24, 2001, the City Council approved an MF-2(A) Multifamily District on property zoned an NO(A) Neighborhood Office District.
2.	<b>Z067-292:</b>	On October 24, 2007, the City Council approved a CR Community Retail District with deed restrictions volunteered by the applicant on property zoned Planned Development District No. 140 for an Office-2 District, a health club, warehouses, and parking garages.

## Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Josey Lane	Principle Arterial	90 ft.
Forest Lane	Principle Arterial	120 ft.



**Land Use:**

	<b>Zoning</b>	<b>Land Use</b>
<b>Site</b>	MU-2-D	Restaurant, retail and personal service uses
<b>North</b>	MU-2-D	Lyndon B. Johnson Freeway; City of Farmers Branch
<b>East</b>	GO(A)	Office
<b>South</b>	MU-1(SAH), NS(A), CR	Hotel, nursing home, restaurant and personal service uses
<b>West</b>	MU-2-D	Restaurant, gas station

**STAFF ANALYSIS:**

**Comprehensive Plan:**

The purpose of the request for an MU-3 Mixed Use District is to allow relocation of a detached non-premise sign that is within the portion of the property to be acquired by TXDOT. Dallas City Code limits the size of relocated detached non-premise signs in the MU-2 District to no greater than 72 square feet in effective area or 20 feet in height.

The comprehensive plan does not make a specific land use recommendation related to the request; however, the request site is identified as a *Commercial Center or Corridor* on the ***forwardDallas! Vision Illustration***, adopted June 2006.

Commercial centers and corridors primarily function as service and job destinations and tend to include offices, restaurants and a range of retail and commercial uses.

**Land Use Compatibility:**

The 5.9-acre request site is zoned an MU-2 Mixed Use District and is currently developed as a shopping center which consists of a restaurant, retail and personal service uses.

While both the MU-2 District and the MU-3 District would be consistent with the general development pattern of the corridor, the applicant is offering deed restrictions that would limit all existing and new development on the site to MU-2 uses and development standards. However, an MU-3 District would allow relocation of the detached non-premise sign at its current size.

**Development Standards:**

District	Setbacks		Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
MU-2 Mixed use-2	15'	20' adjacent to residential OTHER: No Min.	1.6 FAR base 2.0 FAR maximum + bonus for residential	135' 10 stories 180' 14 stories with retail	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging, residential
Proposed							
MU-3 Mixed use-3*	15'	20' adjacent to residential OTHER: No Min.	3.2 FAR base 4.0 FAR maximum + bonus for residential	270' 20 stories	80%	Proximity Slope U-form setback Tower spacing Visual Intrusion	Office, retail & personal service, lodging, residential, trade center

\*To allow for the relocation of the existing detached non-premise sign on the property without permitting increased intensity or additional uses, the applicant has offered deed restrictions which would limit all existing and new development on the property to MU-2 uses and development standards.

**Traffic:**

The Engineering Section of the Building Inspection Division of the Department of Development Services has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system.

**Parking:**

The 5.9-acre request site is currently developed as a shopping center which consists of a restaurant, retail and personal service uses served with surface parking. Any new development would be required to meet the provisions of Division 51A-4.200.

**Landscaping:**

Landscaping must be provided in accordance to Article X of the Dallas Development Code.

**CPC ACTION: February 28, 2008**

**Motion:** It was moved to recommend **approval** of an MU-3 Mixed Use District with deed restrictions volunteered by the applicant, subject to deed restrictions volunteered by the applicant with retention of the Dry Liquor Control Overlay on property zoned an MU-2-D Mixed Use District with a Dry Liquor Control Overlay on the northeast corner of Josey Lane and Forest Lane.

Maker: Ekblad  
Second: Wolfish  
Result: Carried: 10 to 5

For: 10 - Prothro, Strater\*, Gary, Davis, Lozano, Weiss,  
Lueder, Wolfish, Ekblad, Alcantar

Against: 5 - Rodgers, Bagley, Jones-Dodd, Buehler,  
Emmons

Absent: 0

Vacancy: 0

\*out of the room, shown voting in favor

**Notices:** Area: 400 Mailed: 15  
**Replies:** For: 0 Against: 0  
**Speakers:** For: Tommy Mann, 5400 Renaissance Tower, Dallas, TX, 75270  
Against: None

**List of Partners/Principals/Officers:**

**Applicant/Owner:** Josey Village, Ltd.

General Partner: Josey Village One, Inc.  
Herbert D. Weitzman, sole member

Limited Partner: Herbert D. Weitzman, individually

**VOLUNTEERED DEED RESTRICTIONS**

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

**I.**

The undersigned, Josey Village Ltd., a limited partnership ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the I.B. Webb Survey, Abstract No. 1574, Lots 3A and 5, City Block A/6590, City of Dallas ("City"), Dallas County, Texas.

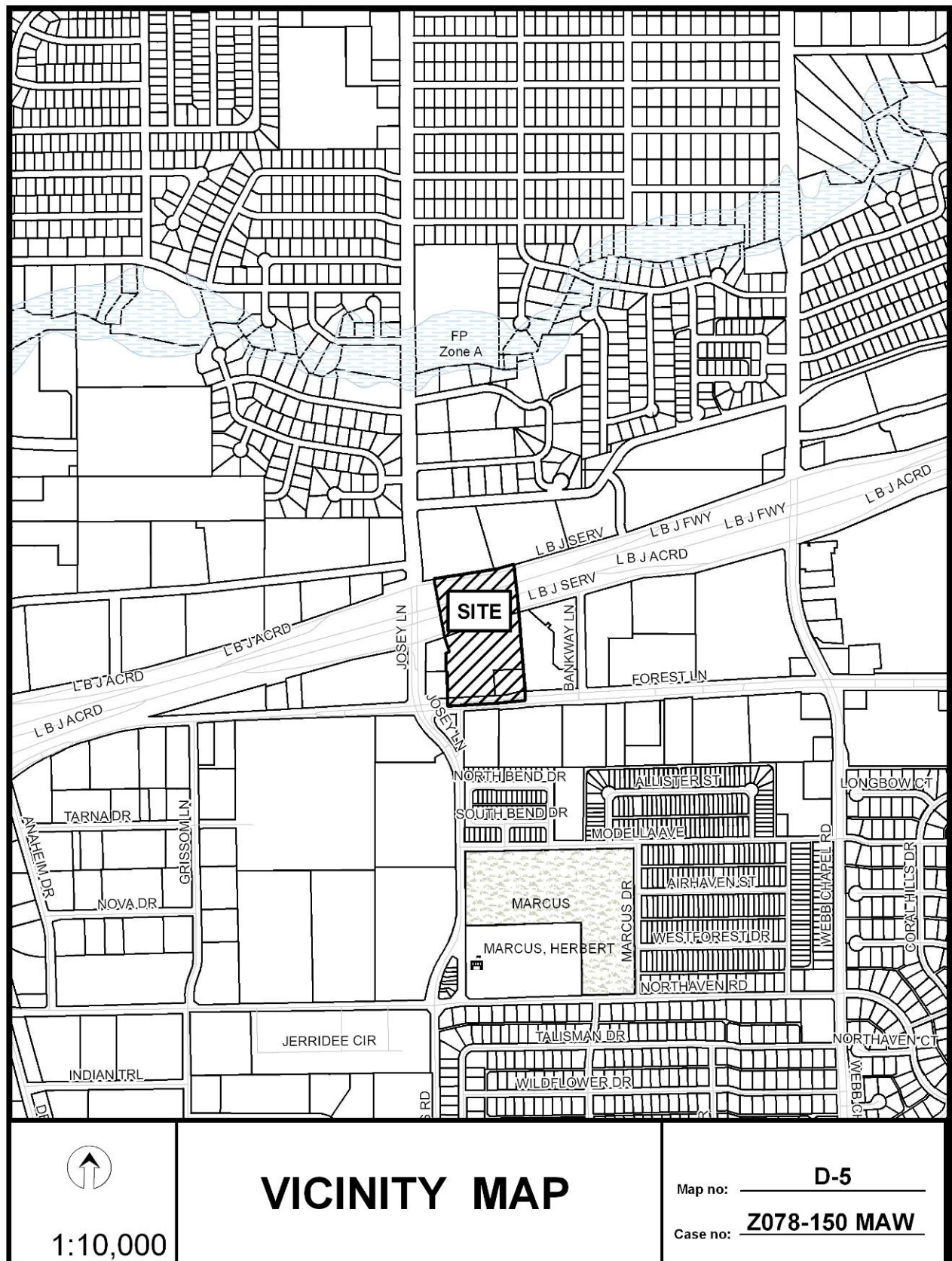
**II.**

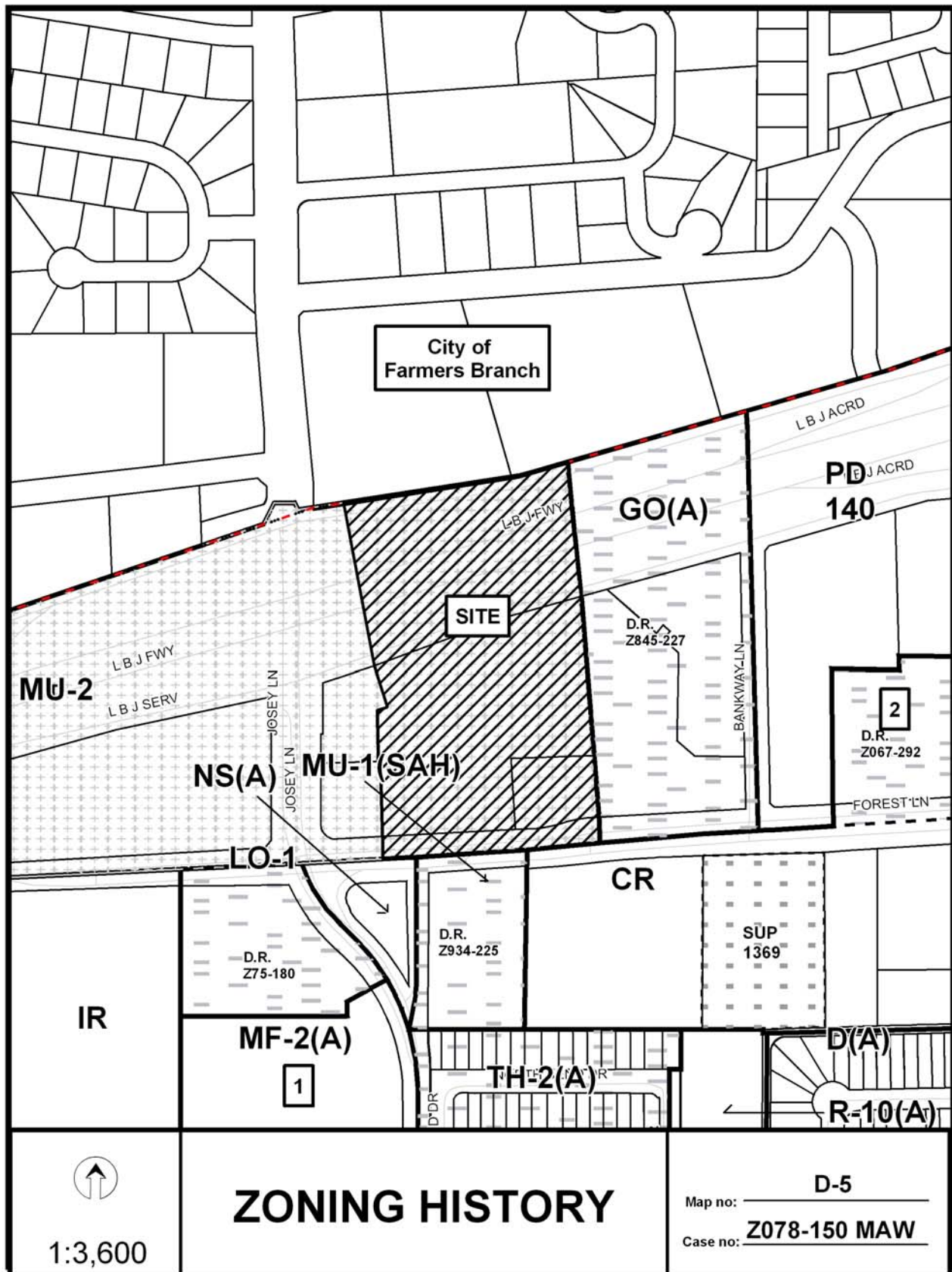
The Owner does hereby impress all of the Property with the following deed restrictions ("Restrictions"), to wit:

1.     The following uses are prohibited on the Property:
  - Accessory helistop
  - Hospital.
  - Heliport.
  - Office showroom/warehouse.
  - Trade center.
2.     The yard, lot, and space regulations for the MU-2 Mixed-Use District 2 apply to the Property.

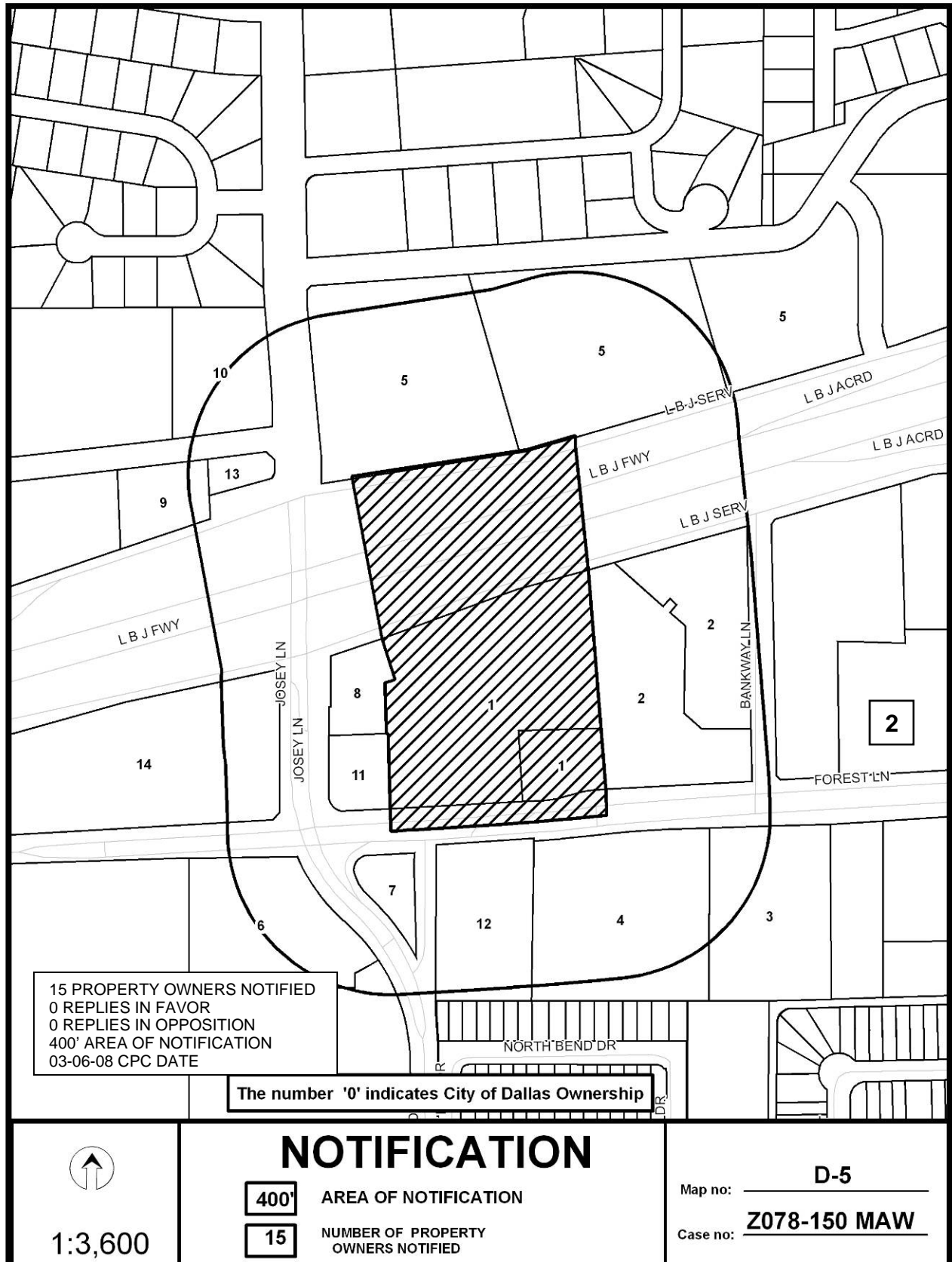
**III.**

These restrictions shall continue in full force and effect for a period of twenty (20) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this document.





**CPC Responses**





## ***Notification List of Property Owners***

***Z078-150 (MAW)(CS)***

***15 Property Owners Notified***

<b><i>Label</i></b>	<b><i>#</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
1	2919	FOREST	JOSEY VILLAGE LTD
2	2964	LBJ	AM LBJ PLAZA LLC
3	2968	FOREST	ANNE W WORKMAN REV TR
4	2930	FOREST	CI LAND LP
5	2915	LBJ	CSFB 1998P1 2915 LBJ FRWY
6	2828	FOREST	GREAT NORTH AMERICAN
7	2880	FOREST	KNB ENTERPRISES INC
8	11838	JOSEY	MBC PARTNERSHIP
9	2877	LBJ	ML & NB RAY PARTNERS LTD
10	2875	VILLA CREEK	MONGEON ANDRE & SUSAN
11	2901	FOREST	MOTIVA ENTERPRISES LLC
12	2920	FOREST	NH TEXAS PPTIES LIMITED PS
13	11925	JOSEY	PIT PROS 1 INC
14	2880	LBJ	STONE LEWIS PROPERTIES
15	11661	DENNIS	VINLAND ASPENTREE INC

**Early Notification List**

Al Romero  
PO Box 870875  
Mesquite, TX 75150

Anthony Jones  
PO Box 0711  
Galveston, TX 77553

Betty Wadkins  
2843 Modesto Drive  
Dallas, TX 75227  
**ENZ078-150**

Bill Dahlstrom  
901 Main St., Ste 6000  
Dallas, TX 75202

Bridge Ballowe c/o Nextel  
1680 N. Prospekt Dr.  
Ricardson, TX 75081

Cindy Harris  
4310 Buena Vista #8  
Dallas, TX 75205

Clarence F Cope  
10404 Ferndale  
Dallas, TX 75238

Jane Guerrini  
7032 Lupton  
Dallas, TX 75225

Jeff Bosse  
PO Box 4738  
Dallas, TX 75208

Leanne Witek  
16660 N Dallas Pkwy #1200  
Dallas, TX 75248

Marcus Wood  
6060 N Central Expy Ste 333  
Dallas, TX 75206

Pam Conley  
901 N Madison Avenue  
Dallas, TX 75208

Rob Baldwin  
401 Exposition  
Dallas, TX 75226

Robert P. Garza  
412 E. Sixth St.  
Dallas, TX 75203

Steve Craft  
P O Box 542225  
Dallas, TX 75354

Steve Kim  
4318 Sexton Ln.  
Dallas, TX 75229

Alpha Testing, Inc  
Virginia Brown  
2209 Wisconsin St, Ste 100  
Dallas, TX 75229

Am. Metro/Study Corp  
Marque Nelson  
14881 Quorum Dr #400  
Dallas, TX 75240

Arborilogical Services, Inc.  
Bill Seaman  
16 Steel Rd.  
Wylie, TX 75098

Bluffview Homeowner  
Pat White  
4714 Wildwood  
Dallas, TX 75209

Dallas ISD  
Stan Armstrong  
3700 Ross Ave, Box 61  
Dallas, TX 75204

Dallas Planning Assoc  
Stuart Pully  
P O Box 781609  
Dallas, TX 75378

FW Dodge Reports  
Donna McGuire  
9155 Sterling Dr. Ste 160  
Dallas, TX 75063

INCAP Fund  
Lauren Odell  
300 Crescent Court  
Dallas, TX 75208

Jackson Walker  
Suzan Kedron  
901 Main St. #6000  
Dallas, TX 75202

Jackson Walker  
Jonathan Vinson  
901 Main St. #6000  
Dallas, TX 75202

Kiest-Polk NA  
Erma Dodd  
P.O. Box 764162  
Dallas, TX 75376

Kiestwood Neighbors  
Neoma Shafer  
2538 W Kiest Blvd  
Dallas, TX 75233

Koons Real Estate Law  
James Schnurr  
3400 Carlisle St, #400  
Dallas, TX 75204

Lake Highlands AIA  
Terri Woods  
9603 Rocky Branch Drive  
Dallas, TX 75243

Z078-150 (MAW)

Law Office of R Albright  
Roger Albright  
3301 Elm St  
Dallas, TX 75226

Micheal R Coker Co  
Michael R Coker  
2700 Swiss Ave. #100  
Dallas, TX 75209

Oak Cliff Chamber  
Joe Burkleo  
545 Lacewood Drive  
Dallas, TX 75224

Quick Trip Co.  
Teri Dorazil  
14450 Trinity Blvd. #300  
Fort Worth, TX 76155

United HOA  
Norma Parry  
1515 Reynaldston Ln.  
Dallas, TX 75232

Bachman Assoc  
Mary Lou Zijderveld  
10140 Rockmoor Ct  
Dallas, TX 75220

Gables on Royal Ln NA  
John Mahood  
3115 Royal Lane  
Dallas, TX 75229

NW Dallas Impmt Lg  
Thomas E Hines  
3336 Whitehall Drive  
Dallas, TX 75229

Master Plan  
J Kimborough  
900 Jackson St  
Dallas, TX 75202

Minyards Properties Inc  
Dennis O'Malley  
777 Freeport Pkwy  
Coppell, TX 75019

PARC DU LAC  
Linda Sharp  
12126 Vendome Place  
Dallas, TX 75230

Robert Reeves & Assoc. Inc.  
Robert Reeves  
900 Jackson St, Suite 160  
Dallas, TX 75202

United HOA  
Thelma J. Norman  
2628 Blackstone Dr.  
Dallas, TX 75237

Dallas Northwest  
Vic Muse  
3050 Sundial  
Dallas, TX 75229

Northaven Park NA  
Edwin B Bright  
3969 Alta Vista Ln  
Dallas, TX 75229

Orion Real Estate Group  
Bill Lamm  
PO Box 540021  
Dallas, TX 75354

MetroStudy Corp  
Rebecca Webb  
14881 Quorum Dr #400  
Dallas, TX 75254

N Pk Lovefied Comm Civic League  
Joyce Lockley  
4718 Wateka Dr.  
Dallas, TX 75209

PWS Architects Inc.  
Phillip Shepherd  
4616 Abbott Ave  
Dallas, TX 75205

Signs Manufacturing  
William Watson  
4610 Mint Way  
Dallas, TX 75236

W.A.R.N.  
Tashia Moseley  
5353 Maple Ave. Ste. 200  
Dallas, TX 75235

DeGolyer PTA  
Nancy Hughes  
4414 Allencrest Lane  
Dallas, TX 75244

NW Dallas Impmt Lg  
Dr Bill Dance  
3306 Whitehall Dr  
Dallas, TX 75229

**ENZ078-150**



**AGENDA ITEM # 71**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 5

**DEPARTMENT:** Department of Development Services

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 59 B

**SUBJECT**

A public hearing to receive comments regarding an application for an MF-1(A) Multifamily District on property zoned an MF-2(A) Multifamily District and an R-7.5(A) Single Family District on the east side of St. Augustine Drive, north of Bruton Road

Recommendation of Staff: Approval, subject to deed restrictions volunteered by the applicant

Recommendation of CPC: Denial

Z078-115(MAW)

Note: This item was considered by the City Council at a public hearing on March 26, 2008, and was taken under advisement until April 23, 2008, with the public hearing open.



FILE NUMBER: Z078-115 (MAW)

DATE FILED: October 31, 2007

LOCATION: East side of St. Augustine Drive, north of Bruton Road

COUNCIL DISTRICT: 5

MAPSCO: 59B

SIZE OF REQUEST: ±6.39 acres

CENSUS TRACT: 120.00

REPRESENTATIVE: Karl Crawley, MASTERPLAN

APPLICANT/OWNER: St. Augustine Estate Apartments II, LLC

REQUEST: An application for an MF-1(A) Multifamily District with deed restrictions volunteered by the applicant on property zoned an MF-2(A) Multifamily District and an R-7.5(A) Single Family District

SUMMARY: The request would allow construction of multifamily units on the entire ±6.39-acre parcel by consolidating the land into one, less dense multifamily district.

CPC RECOMMENDATION: Denial

STAFF RECOMMENDATION: Approval, subject to deed restrictions volunteered by the applicant

## BACKGROUND INFORMATION:

- The ±6.39-acre request site is currently undeveloped.
- The request site is surrounded by single family development to the north, multifamily development to the east and south and single and multifamily development to the west.
- The applicant proposes to construct multifamily units on the entire ±6.39-acre parcel by consolidating the land into one, less dense multifamily district.

## Zoning History:

1.	<b>Z034-264:</b>	On September 22, 2004, the City Plan Commission denied without prejudice an SUP for an 80-foot tower/antenna for cellular communication on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay on the north side of Bruton Road, east of St. Augustine Drive.
	<b>Z045-103:</b>	On January 12, 2005, the City Council approved an SUP for an 80-foot tower/antenna for cellular communication on property zoned a CR-D-1 Community Retail District with a D-1 Liquor Control Overlay on the north side of Bruton Road, east of St. Augustine Drive.
2.	<b>Z034-257:</b>	On September 22, 2004, the City Council approved an MF-2(A)-D-1 Multifamily District with retention of the D-1 Dry Liquor Control Overlay on the north side of Bruton Road, east of St. Augustine Drive.
3.	<b>B065-202:</b>	On October 16, 2006, the Board of Adjustment granted a variance to the side yard setback regulation of 10 feet north of Bruton Road, east of St. Augustine Drive, subject to compliance with a revised site plan and elevation.



**Thoroughfares/Streets:**

Thoroughfares/Street	Type	Existing ROW
Bruton Road	Principle Arterial	100 ft.
St. Augustine Drive	Community Collector	60 ft.

**Land Use:**

	Zoning	Land Use
<b>Site</b>	MF-2(A) and R-7.5(A)	Undeveloped
<b>North</b>	R-7.5(A)	Single family
<b>East</b>	MF-2(A)	Multifamily (55+)
<b>South</b>	MF-2(A)	Multifamily (55+)
<b>West</b>	R-7.5(A); TH-2(A)	Single Family; Townhouses

**STAFF ANALYSIS:****Comprehensive Plan:**

The subject site is identified as being within a *Residential Neighborhood* on the **forwardDallas! Vision Illustration**, adopted June 2006. The applicant's proposal to provide multifamily development in this area of the City is consistent with the *forwardDallas! Vision* and further complies with the following goals and policies of the Comprehensive Plan. The proposed project will provide variety in housing supply choices, while promoting compatibility with existing residential development.

**LAND USE ELEMENT****GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES**

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

The proposed multifamily project provides an appropriate transition from the CR Community Retail District to the south promoting stability of the neighborhood.

## GOAL 1.2 PROMOTE DESIRED DEVELOPMENT

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

The proposed multifamily project is consistent with this desired residential development pattern identified on the ***forwardDallas! Vision Illustration***.

## GOAL 1.3 PROVIDE EQUITABLE OPPORTUNITIES FOR DALLAS RESIDENTS

Policy 1.3.1 Create housing opportunities throughout Dallas.

The proposed multifamily project will create additional housing opportunities in southeast Dallas.

## NEIGHBORHOOD ELEMENT

### GOAL 7.1 PROMOTE VIBRANT AND VIABLE NEIGHBORHOODS

Policy 7.1.2 Promote neighborhood-development compatibility.

The applicant has volunteered deed restrictions to promote compatibility of the proposed multifamily project with existing single family residential development.

#### **Land Use Compatibility:**

The ±6.39-acre request site is zoned MF-2(A) and R-7.5(A) and is currently undeveloped.

The proposed multifamily project appears to be compatible with the surrounding residential uses and complies with the RPS originating from the R-7.5(A) District to the north and west. To further ensure compatibility, the applicant has volunteered deed restrictions which state that the maximum number of stories above grade is one (1) within 40 feet of the Residential District along the north property line and two (2) between 40 feet and 75 feet of the Residential District along the north property line. Furthermore, the applicant has volunteered deed restrictions to limit the overall number of units to 110 and to provide a minimum 20-foot setback for lots abutting St. Augustine Road.

Without the applicant-volunteered deed restrictions, the MF-1(A) District would require a 15-foot setback from St. Augustine Road and would allow the development of approximately 230 units at a maximum height of 36 feet.

**Development Standards:**

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
Existing:							
MF-2(A) Multifamily	15'	15'	Min lot 1,000 sq. ft. 800 sq ft – E 1,000 sq. ft – 1 BR 1,200 sq ft – 2 BR +150 sq ft each add BR	36'	60%	Proximity Slope	Multifamily, duplex, single family
R-7.5(A) Single Family	25'	5'	1 Dwelling Unit/ 7,500 sq. ft.	30'	45%		Single family
Proposed:							
MF-1(A) Multifamily	15'	15'	Min lot 3,000 sq. ft. 1,000 sq ft – E 1,400 sq. ft – 1 BR 1,800 sq ft – 2 BR +200 sq ft each add BR	*36'	60%	Proximity Slope	Multifamily, duplex, single family

\*The applicant has volunteered deed restrictions to further restrict the height.

**Traffic:**

The Engineering Section of the Building Inspection Division of the Department of Development Services has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system.

The applicant has volunteered a deed restriction to prohibit vehicular access from the subject property to the abutting alley to the north.

**Parking:**

Pursuant to §51A-4.209 of the Dallas Development Code, the required off-street parking for a multifamily use is one (1) space for each 500 square feet of dwelling unit floor area within the building site. Not less than one (1) space nor more than two (2) spaces are required for each dwelling unit in a multifamily structure over 36 feet in height.

Based on the preliminary site plan provided by the applicant, the proposed 105-unit multifamily development (not to exceed 110 units) will require 236 parking spaces. Pursuant to §51A-4.305, for 101-300 off-street parking spaces, three (3) handicapped spaces must be provided.

Keeping with the character of the surrounding single family development, the applicant has offered a deed restriction which will require a minimum of 40% of the total number of units to include private garage parking wherein parking spaces must be located within an enclosed structure with direct access into the dwelling unit.

Parking calculations provided by the applicant are included in the following tables:

<b>BUILDING DATA</b>					
UNIT DESIGNATION	TYPE	QUANTITY	%	AREA	TOTALS
A1	1B Flat	18	17.1	700	12,600 sf
B1	1B Flat	19	18.1	983	18,677 sf
B2	2B Flat	24	22.9	1,030	24,720 sf
B3	2B TH	2	1.9	1,090	2,180 sf
C1	3B Flat	12	11.4	1,183	14,196 sf
C2	3B TH	30	28.6	1,520	45,600 sf
TOTAL UNITS					<b>105 units</b>
AVG. UNIT SIZE					1,124 sf
TOTAL UNIT AREA					117,973 sf
REC / LEASING					3,000 sf
TOTAL GROSS BUILDING AREA					120,973 sf

<b>PARKING DATA</b>	
REQUIRED: MF - 1sp / 500 SF (NTE 2 spaces /unit)	236 Spaces
PROVIDED (2.27 spaces / unit)	237 Spaces
Garage	64 Spaces
Standard	95 Spaces
Compact	78 Spaces (83 allowed)

**Landscaping:**

Landscaping must be provided in accordance to Article X of the Dallas Development Code.

**CPC Action: January 17, 2008**

**Motion:** It was moved to recommend **denial** of an MF-1(A) Multifamily District with deed restrictions volunteered by the applicant on property zoned an MF-2(A) Multifamily District and an R-7.5(A) Single Family District on the east side of St. Augustine Drive, north of Bruton Road.

Maker: Rodgers  
Second: Weiss  
Result: Carried: 15 to 0

For: 15: Prothro, Strater, Gary, Davis, Rodgers,  
Lozano, Bagley, Jones-Dodd, Weiss,  
Lueder, Buehler, Wolfish, Ekblad, Emmons,  
Alcantar

Against: 0  
Absent: 0  
Vacancy: 0

**Notices:** Area: 200 Mailed: 92

**Replies:** For: 1 Against: 8

**Speakers:** For: Karl Crawley, 900 Jackson St., Dallas, TX, 75202  
Against: None

**List of Partners/Principals/Officers**

St. Augustine Estates II, LLC, a Texas limited liability company

G. Granger MacDonald, Manager

J. Steve Ford, Manager

John Mark Wolcott, Manager

**VOLUNTEERED DEED RESTRICTIONS**

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

**I.**

The undersigned St Augustine Estate Apartments II, LLC., a Texas limited liability company ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the James B Masters Survey, Abstract No. 935, City Block 6756, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by Texas Trees Foundation, by deed dated August 10, 2005, and recorded in Volume 2005159, Page 5504, in the Deed Records of Dallas County, Texas, and being more particularly described in the attached Exhibit A.

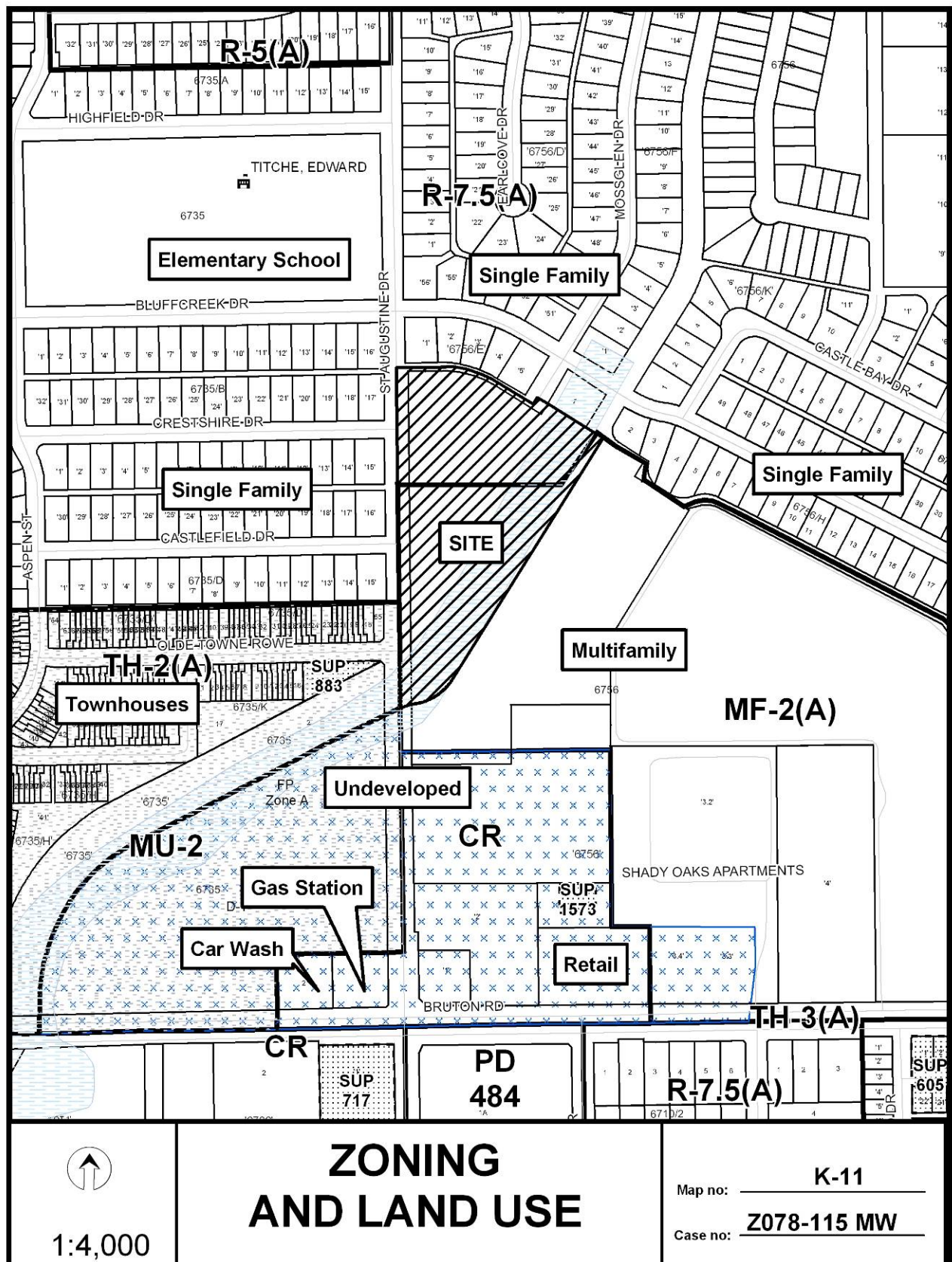
**II.**

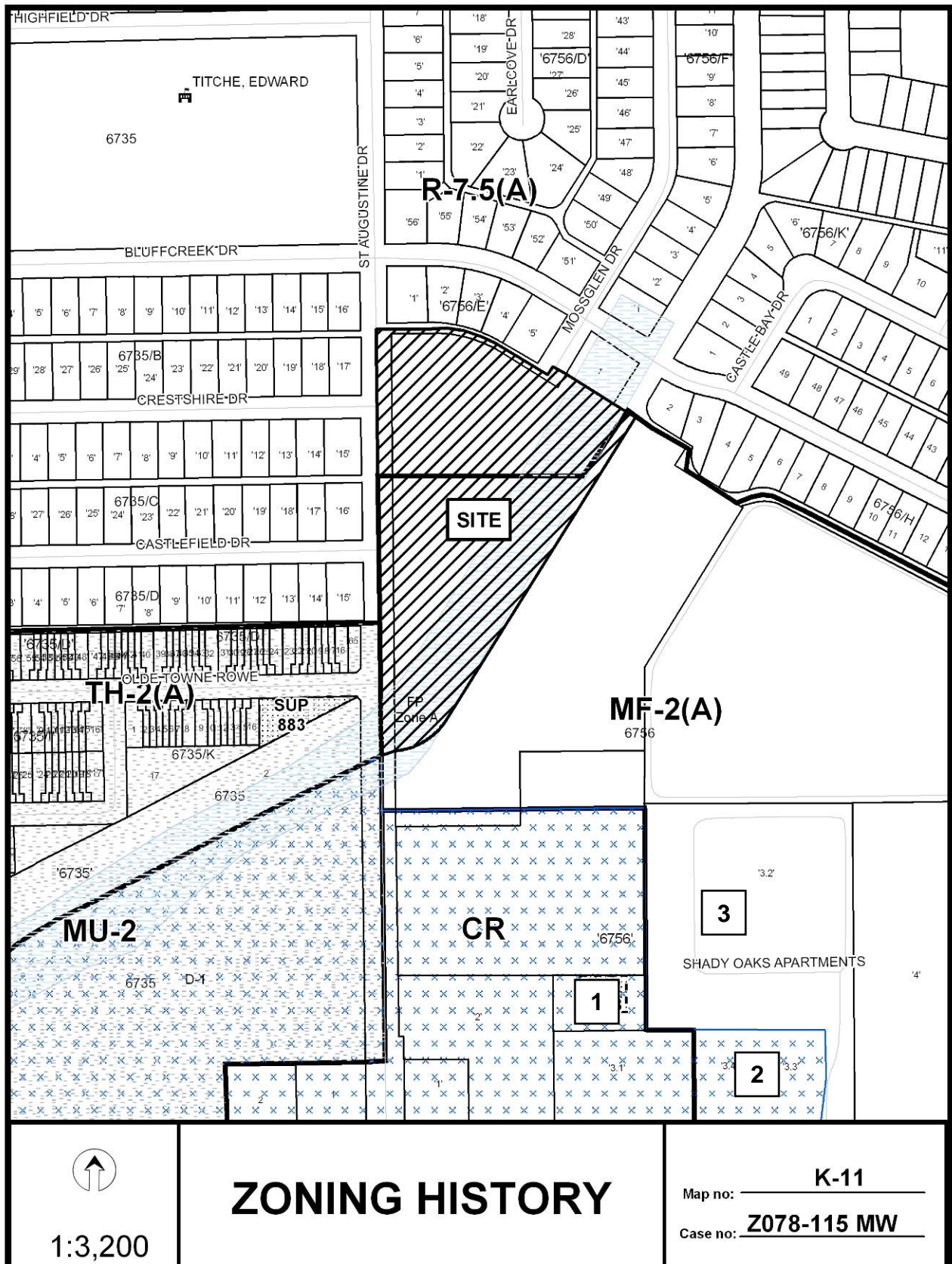
The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

1.     Density. Maximum dwelling units is 110.
2.     Setbacks. Minimum setback on lots abutting St. Augustine Drive is 20 feet.
3.     Stories.
  - (A)     Maximum number of stories above grade is one within 40 feet of the Residential District along the north Property line.
  - (B)     Maximum number of stories above grade is two between 40 feet and 75 of the Residential District along the north Property line.
4.     Off-street parking and vehicular access.
  - (A)     Private garage parking must be provided for a minimum of 40 percent of total dwelling units. For purposes of paragraph, private garage parking means attached, enclosed off-street parking that has direct access to the dwelling unit.
  - (B)     Vehicular access to the abutting unimproved alley is prohibited.



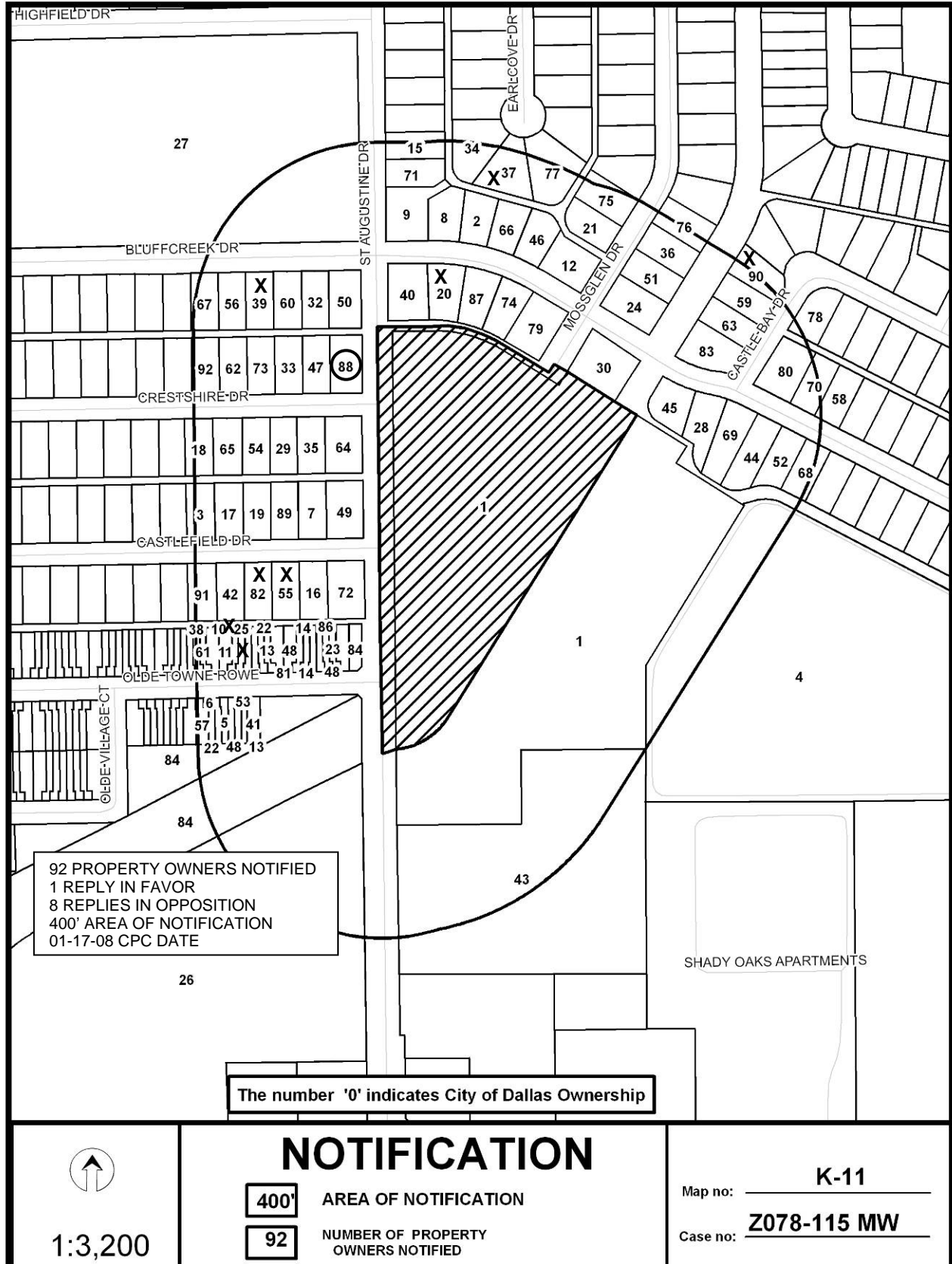








**CPC RESPONSES**



DATE: 11/21/2007

GIS TECHNICIAN: CS

## ***Notification List of Property Owners***

***Z078-115(MW)(CS)***

***92 Property Owners Notified***

<b><i>Label#</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
1	2222 ST AUGUSTINE	ST AUGUSTINE ESTATE APTS
2	9615 BLUFFCREEK	ALLEN DONNA M
3	9551 CASTLEFIELD	AMERICANHOME 2007 SD2 REO
4	9901 BRUTON	AMERISOUTH VIII LTD
5	9534 OLDE TOWNE ROWE	ANTHONY THRESIAMMA
6	9530 OLDE TOWNE ROWE	APEX FINANCIAL
7	9571 CASTLEFIELD	ASTORGA PEDRO A &
8	9611 BLUFFCREEK	BARCENAS PEDRO &
9	9607 BLUFFCREEK	BAUTISTA ROBERTO
<b>X</b> 10	9527 OLDE TOWNE ROWE	BOLDEN BETTY
11	9535 OLDE TOWNE ROWE	BOMAR BEVERLY
12	2507 MOSSGLEN	BORREGO MIGUEL A &
13	9546 OLDE TOWNE ROWE	BREWER TIM &
14	9579 OLDE TOWNE ROWE	BREWER TIM ET AL
15	2510 ST AUGUSTINE	BUCHANAN LEATHA S &
16	9570 CASTLEFIELD	BUENO ELISA &
17	9557 CASTLEFIELD	CALLAHAN WILLIE J
18	9554 CRESTSHIRE	CAMPOS HECTOR &
19	9561 CASTLEFIELD	CANIDA ELGIA L
<b>X</b> 20	9612 BLUFFCREEK	CASAS EDUARDO H &
21	2511 MOSSGLEN	CLEMONS WARREN JAMES
22	9526 OLDE TOWNE ROWE	COMMUNITY HOUSING FUND
23	9595 OLDE TOWNE ROWE	CONAGHAN JAMES A
24	2506 MOSSGLEN	CRISP ROBERT
<b>X</b> 25	9543 OLDE TOWNE ROWE	CROW GENIKA
26	9415 BRUTON	DALLAS I LTD
27	9560 HIGHFIELD	DALLAS ISD
28	9718 BLUFFCREEK	DELBOSQUE JOSE
29	9570 CRESTSHIRE	EASON DARLENE
30	9706 BLUFFCREEK	EMORY SHARON A
31	9539 OLDE TOWNE ROWE	ESCALANTE ENTERPRISES
32	9574 BLUFFCREEK	EVANS WILLIE M &

<b>Label#</b>	<b>Address</b>	<b>Owner</b>
33	9571 CRESTSHIRE	EXCALIBUR INV LLC
34	2507 EARLCOVE	FLOYD RONNIE LEWIS &
35	9574 CRESTSHIRE	FRANKLIN WILLIE JAMES II
36	2516 MOSSGLEN	GARCIA FRED M
<b>X</b> 37	2503 EARLCOVE	GILLIAM CECIL D
38	9523 OLDE TOWNE ROWE	HELTON SHIRLEY M
<b>X</b> 39	9564 BLUFFCREEK	HERNANDEZ UBALDO & DARLA
40	9608 BLUFFCREEK	HIGH BRUCE T
41	9550 OLDE TOWNE ROWE	HUD
42	9556 CASTLEFIELD	HUDSPETH ROBERT C &
43	2200 ST AUGUSTINE	IGLESIA NUEVA VISION INC
44	9806 BLUFFCREEK	LIVINGSTON BETTY
45	9716 BLUFFCREEK	LONDON LORA
46	9623 BLUFFCREEK	LOPEZ TONI
47	9575 CRESTSHIRE	LOZANO FRANCISCO
48	9567 OLDE TOWNE ROWE	MARINSIK DANIEL S &
49	9577 CASTLEFIELD	MARKET HOMES LTD
50	9580 BLUFFCREEK	MARSHALL VERDELL &
51	2510 MOSSGLEN	MATA GABRIEL
52	9808 BLUFFCREEK	MCANALLY JAMES WILLIAM
53	9542 OLDE TOWNE ROWE	MCLAIN DARRELL
54	9564 CRESTSHIRE	MILLER LUCY
<b>X</b> 55	9566 CASTLEFIELD	MORELOCK WILLIAM D &
56	9560 BLUFFCREEK	NUNEZ MARTIN
57	9522 OLDE TOWNE ROWE	OMILADE JOHNNY & BETTY
58	9809 BLUFFCREEK	PADILLA LUIS &
59	9709 CASTLE BAY	PATTEN JAMES LEWIS ESTATE
60	9570 BLUFFCREEK	PATTERSON BETTY J
61	9531 OLDE TOWNE ROWE	PEREZ PEDRO
62	9561 CRESTSHIRE	PEREZ RUBEN
63	9707 CASTLE BAY	PETERS ANTHONY D
64	9580 CRESTSHIRE	POOLE KENNEDY L &
65	9560 CRESTSHIRE	PORTER JAMES E &
66	9619 BLUFFCREEK	RANGEL SELVESTER M
67	9554 BLUFFCREEK	ROBINSON WANDA
68	9810 BLUFFCREEK	RODRIGUEZ JUANITA
69	9804 BLUFFCREEK	SALAZAR JOSE F

<b>Label#</b>	<b>Address</b>	<b>Owner</b>
70	9807 BLUFFCREEK	SALDIVAR JOSE MARTIN
71	2504 ST AUGUSTINE	SANDOVAL JUAN &
72	9576 CASTLEFIELD	SAUCEDO OLIVIA
73	9565 CRESTSHIRE	SISSOM ALBERT E
74	9624 BLUFFCREEK	SMITH GEORGE H
75	2517 MOSSGLEN	SMITH MIA L
76	2520 MOSSGLEN	SMITH RALPH E
77	2502 EARLCOVE	SQUYRES KATHLEEN WEST &
78	9806 CASTLE BAY	STEPHENS ODESSA
79	9630 BLUFFCREEK	TABANIAG JOSE PARDIGO
80	9805 BLUFFCREEK	TERRAZAS MICHAEL & LUANA
81	9571 OLDE TOWNE ROWE	THOMAS DAVID
<b>X</b> 82	9560 CASTLEFIELD	THURMAN FRED L
83	9705 CASTLE BAY	VAZQUEZ GENARO &
84	9999 OLDE TOWNE ROWE	VILLAGE BY THE CREEK HOA
85	9551 OLDE TOWNE ROWE	VOLARIK BOREK C & LIDA
86	9587 OLDE TOWNE ROWE	WG DEVELOPMENT LL C
87	9618 BLUFFCREEK	WILLIAMS ETHEL
<b>(88)</b>	9581 CRESTSHIRE	WILLIAMS MARY DELORES
89	9567 CASTLEFIELD	WILLS CHERLYN M
<b>X</b> 90	9711 CASTLE BAY	WILSON HIRAM JR
91	9550 CASTLEFIELD	WOMACK SAMANTHA B
92	9555 CRESTSHIRE	ZAVALA ELVIRA B

**Early Notification List**

Al Romero  
PO Box 870875  
Mesquite, TX 75150

Anthony Jones  
PO Box 0711  
Galveston, TX 77553

Betty Wadkins  
2843 Modesto Drive  
Dallas, TX 75227

Bill Dahlstrom  
901 Main St., Ste 6000  
Dallas, TX 75202

Bridge Ballowe c/o Nextel  
1680 N. Prosper Dr.  
Ricardson, TX 75081

Cindy Harris  
4310 Buena Vista #8  
Dallas, TX 75205

Clarence F Cope  
10404 Ferndale  
Dallas, TX 75238

Jane Guerrini  
7032 Lupton  
Dallas, TX 75225

Jeff Bosse  
PO Box 4738  
Dallas, TX 75208

Leanne Witek  
16660 N Dallas Pkwy #1200  
Dallas, TX 75248

Marcus Wood  
6060 N Central Expy Ste 333  
Dallas, TX 75206

Pam Conley  
901 N Madison Avenue  
Dallas, TX 75208

Rob Baldwin  
401 Exposition  
Dallas, TX 75226

Robert P. Garza  
412 E. Sixth St.  
Dallas, TX 75203

Steve Craft  
P O Box 542225  
Dallas, TX 75354

Steve Kim  
4318 Sexton Ln.  
Dallas, TX 75229

Alpha Testing, Inc  
Virginia Brown  
2209 Wisconsin St, Ste 100  
Dallas, TX 75229

Am. Metro/Study Corp  
Marque Nelson  
14881 Quorum Dr #400  
Dallas, TX 75240

Arborilogical Services, Inc.  
Bill Seaman  
16 Steel Rd.  
Wylie, TX 75098

Bluffview Homeowner  
Pat White  
4714 Wildwood  
Dallas, TX 75209

Dallas ISD  
Stan Armstrong  
3700 Ross Ave, Box 61  
Dallas, TX 75204

Dallas Planning Assoc  
Stuart Pully  
P O Box 781609  
Dallas, TX 75378

FW Dodge Reports  
Donna McGuire  
9155 Sterling Dr. Ste 160  
Dallas, TX 75063

INCAP Fund  
Lauren Odell  
300 Crescent Court  
Dallas, TX 75208

Jackson Walker  
Suzan Kedron  
901 Main St. #6000  
Dallas, TX 75202

Jackson Walker  
Jonathan Vinson  
901 Main St. #6000  
Dallas, TX 75202

Kiestwood Neighbors  
Neoma Shafer  
2538 W Kiest Blvd  
Dallas, TX 75233

Koons Real Estate Law  
James Schnurr  
3400 Carlisle St, #400  
Dallas, TX 75204

Lake Highlands AIA  
Terri Woods  
9603 Rocky Branch Drive  
Dallas, TX 75243

Law Office of R Albright  
Roger Albright  
3301 Elm St  
Dallas, TX 75226

Master Plan  
J Kimborough  
900 Jackson St  
Dallas, TX 75202

MetroStudy Corp  
Rebecca Webb  
14881 Quorum Dr #400  
Dallas, TX 75254

Micheal R Coker Co  
Michael R Coker  
2700 Swiss Ave. #100  
Dallas, TX 75209

Minyards Properties Inc  
Dennis O'Malley  
777 Freeport Pkwy  
Coppell, TX 75019

N Pk Lovefied Comm Civic  
League  
Joyce Lockley  
4718 Wateka Dr.  
Dallas, TX 75209

Oak Cliff Chamber  
Joe Burkleo  
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Dallas, TX 75224

PARC DU LAC  
Linda Sharp  
12126 Vendome Place  
Dallas, TX 75230

PWS Architects Inc.  
Phillip Shepherd  
4616 Abbott Ave  
Dallas, TX 75205

Quick Trip Co.  
Teri Dorazil  
14450 Trinity Blvd. #300  
Fort Worth, TX 76155

Robert Reeves & Assoc. Inc.  
Robert Reeves  
900 Jackson St, Suite 160  
Dallas, TX 75202

Signs Manufacturing  
William Watson  
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Dallas, TX 75236

United HOA  
Norma Parry  
1515 Reynaldston Ln.  
Dallas, TX 75232

United HOA  
Thelma J. Norman  
2628 Blackstone Dr.  
Dallas, TX 75237

W.A.R.N.  
Tashia Moseley  
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Dallas, TX 75235

H. Victor Sturm  
PO Box170667  
Dallas, TX 75217

Pleasant Wood/Grove  
J. Eugene Thomas  
P O Box 50051  
Dallas, TX 75250



**AGENDA ITEM # 72**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 5  
**DEPARTMENT:** Department of Development Services  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 66 M H; 67 E J

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for retail uses, certain IM Industrial Manufacturing District uses and certain IR Industrial Research District Uses, on property zoned an IR Industrial Research District on the northeast corner of Simpson Stuart Road and Interstate 45

Recommendation of Staff and CPC: Approval, subject to a conceptual plan and conditions

Z056-311(OTH)

Note: This case was considered by the City Council at public hearings on February 13 and March 26, 2008, and was taken under advisement until April 23, 2008, with the public hearing open.



**FILE NUMBER:** Z056-311 (OTH)

**DATE FILED:** August 23, 2006

**LOCATION:** Northeast corner of Simpson Stuart and Interstate 45

**COUNCIL DISTRICT:** 5

**MAPSCO:** 66-M, 66-H & 67-E, 67-J

**SIZE OF REQUEST:** Approx. 101.23 acres

**CENSUS TRACT:** 114.02

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**REPRESENTATIVE:** Masterplan

**APPLICANT/OWNER:** Jackson Hammond Inc.

**REQUEST:** An application for a Planned Development District for retail uses, certain IM Industrial Manufacturing uses and certain IR Industrial Research Uses, on property zoned an IR Industrial Research District.

**SUMMARY:** The applicant proposes to utilize the property for, but not limited, to storage of construction materials, construction and work vehicles, outside storage, and a commercial nursery.

**CPC RECOMMENDATION:** Approval subject to a conceptual plan and conditions.

**STAFF RECOMMENDATION:** Approval subject to a conceptual plan and conditions.

**BACKGROUND INFORMATION:**

- The request site is undeveloped.
- The request site is adjacent to single family residential uses, undeveloped land, a stable, and commercial development.
- The applicant proposes to utilize the property for, but not limited, to storage of construction materials, construction and work vehicles, outside storage, and a commercial nursery.
- The property is located in the 100-year floodplain and at a major gateway to the City.
- The applicant originally made an application for an IM Industrial Manufacturing with a Specific Use Permit for Potentially Incompatible (Outside) use. On May 3, 2007, the City Plan Commission denied the request for a Specific Use Permit for Potentially Incompatible (Outside) use. The City Plan Commission held the case under advisement until May 17, 2007 for the applicant to pursue the application for an IM Industrial Manufacturing District, with deed restrictions volunteered by the applicant.
- On May 17, 2007 the City Planning Commission recommend approval of an IM Industrial Manufacturing with deed restrictions volunteered by the applicant for outside storage and to prohibit some uses.
- On August 22, 2007, the City Council remanded the case to the City Planning Commission for consideration of a Planned Development District for RR Regional Retail uses with certain IM Industrial Research uses and certain IR Industrial Research uses by Specific Use Permit only.

**Zoning History:**

There are no zoning changes requested in the surrounding area.

**Thoroughfares/Streets:**

Thoroughfares/Street	Type	Existing ROW
Simpson Stuart	Principal Arterial	107 ft.
Julius Schepps Frwy	Freeway	Varies

**Land Use:**

	<b>Zoning</b>	<b>Land Use</b>
<b>Site</b>	IR	Undeveloped
<b>Northeast</b>	IR	Industrial
<b>Northwest</b>	IR	Undeveloped
<b>Southeast</b>	IR, A(A), CS	Single Family Residential and Undeveloped
<b>Southwest</b>	IR & CS	Undeveloped, Highway

**Comprehensive Plan:**

The requested zoning change and proposed uses are compatible with the intent of the Comprehensive Plan because they support the purpose of the plan. The following policies are related to the Land Use, Economic, Urban Design, and Environment elements.

**Land Use Element**

The proposed use for the property meets the intent of the Trinity River Corridor Plan. The desired development for the area is for regional retail uses.

**Goal 1.1** Align land use strategies with economic development priorities.

Policy 1.1.1 Implement the Trinity River Corridor Plan.

Policy 1.1.2 Focus on Southern Sector development opportunities.

**Economic Element**

The proposed zoning provides an opportunity to allow some of the desired uses in the area.

**Goal 2.1** Promote balanced growth

Policy 2.1.3 Support efforts to grow retail and residential opportunities in the Southern Sector.

**Goal 2.2** Engage in strategic economic Development.

Policy 2.2.1 Focus economic development efforts on revitalization of the Trinity River Corridor.

### Urban Design Element

The proposed planned development district will limit the storage in height. The conditions establish that outside storage do not exceed 26 feet in height and that no storage is allowed within the first 500 feet of the western side of the property.

**Goal 5.2** Strengthen community and neighborhood identity.

Policy 5.2.3 Ensure attractive gateways into the city.

### Trinity River Corridor Comprehensive Land Use Plan

The property is located in the I-45 Gateway District - Southern Gateway of the Trinity River Corridor Land Use Plan. The plan calls for Retail – Regional Development which serves a population radius of approximately 5 miles. The Regional Corridor Module calls for a primary land use to be Retail-Regional. The proposed PD encourages retail development in the area.

### **STAFF ANALYSIS:**

#### Land Use Compatibility:

The property is surrounded by industrial development to the northeast; undeveloped to the northwest; single family, commercial and undeveloped to the southeast; and undeveloped and freeway to the southwest. The property adjacent to the north is utilized for storage. The west side of the property along I-45 has trees along the freeway. However, due to weather and the seasons, the trees have no leaves during the autumn/winter season.

The original request was an application for an IM Industrial Manufacturing with a Specific Use Permit for Potentially Incompatible (Outside) use. The City Plan Commission denied the request for the SUP for Potentially Incompatible (Outside) use, but held the case for the IM Industrial District under advisement for the applicant to come back to CPC with volunteered deed restrictions. The deed restrictions included limitation in the height and location of the storage to prevent an unattractive site along the freeway. The applicant proposed to utilize the property for outside storage for cargo containers without visual screening.

The present request, an application for a Planned Development District for retail uses, with certain IM Industrial Manufacturing uses and certain IR Industrial Research Uses, will provide opportunity for a much broader range of uses in the property. The proposed zoning would be flexible enough to support the intent of these plans. The proposed Plan Development District will allow for regional retail uses as well as industrial manufacturing and industrial research uses by SUP only.

#### Landscaping:

Landscaping requirements must be provided per Article X of the Dallas Development Code.

**Traffic:**

The conceptual plan shows access to the site from Bird Lane, a sub-standard street for heavy commercial vehicles. The traffic engineer recommends that access to the site be limited to Julius Schepps Freeway Service Road, or Simpson Stuart Road, if feasible.

If City Council is so inclined to include this item in the CPC recommended conditions, a motion will need to be made since the CPC did not include it in their recommended conditions.

**CPC ACTION:**

December 13, 2007

Note: It was moved by Commissioner Weiss and seconded by Commissioner Buehler to suspend the CPC rules to allow the entire Commission present to participate in the discussion and vote on any potential motions regarding Z056-311(OTH). The Commission voted unanimously to approve the motion.

**Motion:** It was moved to recommended **approval** of a Planned Development District for retail uses, certain IM Industrial Manufacturing uses and certain IR Industrial Research Uses, subject to a conceptual plan and staff conditions on property zoned an IR Industrial Research District, on the northeast corner of Simpson Stuart and Interstate 45.

Maker: Rodgers  
Second: Buehler  
Result: Carried: 15 to 0

For: 15 - Prothro, Strater, Gary, Davis, Rodgers, Lozano, Bagley, Jones-Dodd, Weiss, Lueder, Buehler, Wolfish, Ekblad, Emmons, Alcantar

Against: 0  
Absent: 0  
Vacancy: 0

**Notices:** Area: 500 Mailed: 39  
**Replies:** For: 4 Against: 1

**Speakers:** For: Dallas Cothrum, 900 Jackson St., Dallas, TX, 75202  
Against: None



**List of Owners**

**JACKSON HAMMOND INC.**

Sue Hammond, Secretary

Bob Jackson, President

**PROPOSED CONDITIONS**

ARTICLE \_\_\_\_.

PD \_\_\_\_.

SEE DLC INSERTS UNDERLINED

**Sec. 51P-\_\_\_\_.101. LEGISLATIVE HISTORY.**

PD \_\_\_\_ was established by Ordinance No. \_\_\_\_\_, passed by the Dallas City Council on \_\_\_\_\_ 2007.

**SEC. 51P-\_\_\_\_.102. PROPERTY LOCATION AND SIZE.**

PD \_\_\_\_ is established on property generally located east of Interstate Highway 45 and north of Simpson Stuart Road. The size of PD \_\_\_\_ is approximately 101.23 acres.

**SEC. 51P-\_\_\_\_.103. CREATION OF AREAS.**

This district is divided into two areas: Area A and Area B.

**SEC. 51P-\_\_\_\_.104. DEFINITIONS AND INTERPRETATIONS.**

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a nonresidential zoning district.

**SEC. 51P-\_\_\_\_.105. EXHIBIT.**

The following exhibit is incorporated into this article: Exhibit \_\_\_\_A: conceptual plan.

**SEC. 51P-\_\_\_\_.106. CONCEPTUAL PLAN.**

Development and use of the Property must comply with the conceptual plan, except that the access points shown on the conceptual plan are approximate locations only.

**SEC. 51P-\_\_\_\_. 106 DEVELOPMENT PLAN.**

(a) A development plan must be approved by the city plan commission before the issuance of any building permit to authorize work in this district.

**SEC. 51P-\_\_\_\_.107. USES.**

(a) Except as provided in Subsections (b), the only main uses permitted in the RR Regional Retail District, subject to the same conditions applicable to the RR Regional Retail District, as set out in Chapter 51A. For example, a use permitted in the RR Regional Retail District only by specific use permit (SUP) is permitted in this district only by SUP; and a use subject to development impact review (DIR) in the RR Regional Retail District is subject to DIR in this district; etc.

(b) The following additional main uses are permitted:

(1) Agricultural uses.

-- Crop production.

(2) Commercial and business service uses.

- Building repair and maintenance shop. *[RAR]*
- Bus or rail transit vehicle maintenance or storage facility. *[RAR]*
- Catering service.
- Commercial cleaning or laundry plant. *[RAR]*
- Custom business services.
- Custom woodworking, furniture construction, or repair.
- Electronics service center.
- Job or lithographic printing. *[RAR]*
- Labor hall. *[SUP]*
- Machine or welding shop. *[RAR]*
- Machinery, heavy equipment, or truck sales and services. *[RAR]*
- Medical or scientific laboratory. *[SUP]*
- Technical school.
- Tool or equipment rental.
- Vehicle or engine repair or maintenance. *[RAR]*

(3) Industrial uses.

- Industrial (inside) for light manufacturing.
- Medical/infectious waste incinerator. *[SUP]*
- Metal salvage facility. *[SUP. Limited to Area B only.]*
- Mining. *[SUP. Limited to Area B only.]*

- Municipal waste incinerator. *[SUP]*
- Organic compost recycling facility. *[SUP]* *[See Section SEC. 51P-\_\_\_\_.118 for Additional Provisions]*
- Outside salvage or reclamation. *[SUP. Limited to Area B only.]* *[See Section SEC. 51P-\_\_\_\_.118 for Additional Provisions]*
- Pathological waste incinerator. *[SUP]*
- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(4) Institutional and community service uses.

- Adult day care facility.
- Cemetery or mausoleum. *[SUP]*
- Child-care facility.
- Church.
- College, university, or seminary.
- Community service center.
- Convent or monastery.
- Halfway house. *[SUP]*
- Hospital. *[RAR]*
- Library, art gallery, or museum.
- Open-enrollment charter school or private school. *[SUP]*
- Public school other than an open-enrollment charter school. *[RAR]*

(5) Lodging uses.

- Extended stay hotel or motel *[SUP]*.
- Hotel or motel. *[RAR]* or *[SUP]* *[See Section 51A-4.205(1).]*
- Lodging or boarding house.
- Overnight general purpose shelter. *[See Section 51A-4.205 (2.1).]*

(6) Miscellaneous uses.

- Attached non-premise sign. *[SUP]*
- Carnival or circus (temporary). *[By special authorization of the building official.]*
- Hazardous waste management facility. *[Except when operated as a hazardous waste incinerator.]*
- Temporary construction or sales office.

(7) Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window. *[DIR]* *[RAR]*
- Medical clinic or ambulatory surgical center.
- Office.

(8) Recreation uses.

- Country club with private membership.

- Private recreation center, club, or area.
- Public park, playground, or golf course.

(9) Residential uses.

- College dormitory, fraternity, or sorority house.

(10) Retail and personal service uses.

- Alcoholic beverage establishments. [SUP]
- Ambulance service. [RAR]
- Animal shelter or clinic without outside runs. [RAR]
- Animal shelter or clinic with outside runs. [SUP]
- Auto service center. [RAR]
- Business school.
- Car wash. [RAR]
- Commercial amusement (inside). [SUP may be required. See Section 51A-4.210 (b)(7)(B).]
- Commercial amusement (outside). [SUP]
- Commercial amusement (inside). [SUP]
- Commercial motor vehicle parking. [By SUP only if within 500 feet of a residential district.]
- Commercial parking lot or garage. [RAR]
- Drive-in theater. [SUP. Limited to Area B only.]
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 3,500 square feet or less.
- General merchandise or food store greater than 3,500 square feet.
- Home improvement center, lumber, brick or building materials sales yard. [RAR]
- Household equipment and appliance repair.
- Mortuary, funeral home, or commercial wedding chapel.
- Motor vehicle fueling station.
- Nursery, garden shop, or plant sales.
- Outside sales. [SUP]
- Personal service uses.
- Restaurant without drive-in or drive-through service. [RAR]
- Restaurant with drive-in or drive-through service. [DIR]
- Swap or buy shop. [SUP]
- Temporary retail use.
- Theater.
- Truck stop. [SUP]
- Vehicle display, sales, and service. [RAR]

(11) Transportation uses.

- Airport or landing field. [SUP].
- Commercial bus station and terminal. [DIR]

- Heliport. [SUP]
- Helistop. [SUP]
- Railroad passenger station. [SUP]
- Railroad yard, roundhouse, or shops. [SUP. Limited to Area B only.]
- STOL (short take off or landing) port. [SUP]
- Transit passenger shelter.
- Transit passenger station or transfer center. [By SUP or city council resolution. See Section 51A-4.211.]

(12) Utility and public service uses.

- Commercial radio or television transmitting station.
- Electrical substation.
- Local utilities. [SUP or RAR may be required. See Section 51A-4.212(4).]
- Police or fire station.
- Post office.
- Radio, television or microwave tower. [SUP]
- Tower/antenna for cellular communication. [See Section 51A-4.212(10.1).]
- Utility or government installation other than listed. [SUP]
- Water treatment plant. [SUP]

(13) Wholesale, distribution, and storage uses.

- Building mover's temporary storage yard. [SUP. Limited to Area B only.]
- Contractor's maintenance yard. [SUP. Limited to Area B only.]
- Freight terminal. [SUP]
- Livestock auction pens or sheds. [SUP. Limited to Area B only.]
- Manufactured building sales lot. [SUP]
- Mini-warehouse. [SUP]
- Office showroom/warehouse. [SUP]
- Outside storage (with visual screening). [RAR]
- Outside storage (without visual screening). [SUP] [Area B only]
- Recycling buy-back center. [See Section 51A-4.213 (11).]
- Recycling collection center. [See Section 51A-4.213 (11.1).]
- Recycling drop-off container. [See Section 51A-4.213 (11.2).]
- Recycling drop-off for special occasion collection. [See Section 51A-4.213 (11.3).]
- Sand, gravel, or earth sales and storage. [SUP. Limited to Area B only.]
- Trade center.
- Warehouse.

**SEC. 51P-\_\_\_\_.109.                      ACCESSORY USES.**

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(b) The following accessory uses are not permitted:

- Accessory community center (private).
- Accessory pathological waste incinerator.
- Home occupation.
- Private stable.

(c) The following accessory use is permitted by SUP only:

- Accessory helistop.
- Accessory medical/infectious waste incinerator. *[See Section 51A-4.217 (3.1).]*

**SEC. 51P-\_\_\_\_.110.                      YARD, LOT, AND SPACE REGULATIONS.**

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the RR Regional Industrial Research District.

(b) Height.

(1) Maximum structure height is 70 feet. Outside storage may not exceed 26 feet in height or three containers, whichever is the greater.

(2) If any portion of a structure is over 26 feet in height, that portion may not be located above a residential proximity slope. Exception: Except for chimneys, structures listed in Section 51A-4.408(a)(2) may project through the slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less. Chimneys may project through the slope to a height 12 feet above the slope and 12 feet above the maximum structure height.

(c) Lot coverage. Maximum lot coverage is 45 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground structures are not.

**SEC. 51P-\_\_\_\_.114                      OFF-STREET PARKING.**

(a) Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) No off-street parking is required for electrical substation, outside storage, and contractor's maintenance yard uses.

**SEC. 51P-\_\_\_\_.115. ENVIRONMENTAL PERFORMNCE STANDARDS.**

See Article VI.

**SEC. 51P-\_\_\_\_.116. LANDSCAPING.**

(a) Landscaping must be provided in accordance with Article X.

(b) Plant materials must be maintained in a healthy, growing condition.

**SEC. 51P-\_\_\_\_.117 SIGNS.**

(a) Signs must comply with the provisions for business zoning districts in Article VII.

(b) Existing non-premise signs are permitted as shown on the conceptual plan.

**SEC. 51P-\_\_\_\_.118. ADDITIONAL PROVISIONS.**

(a) The Property must be properly maintained in a state of good repair and neat appearance.

(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

(c) Outside storage is prohibited within 500 feet of the west property line abutting Interstate Highway 45.

**SEC. 51P-\_\_\_\_.119. COMPLIANCE WITH CONDITIONS.**

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, in this district until there has



Z056-311

been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.

**SEC. 51P-\_\_\_\_.120.            ZONING MAP.**

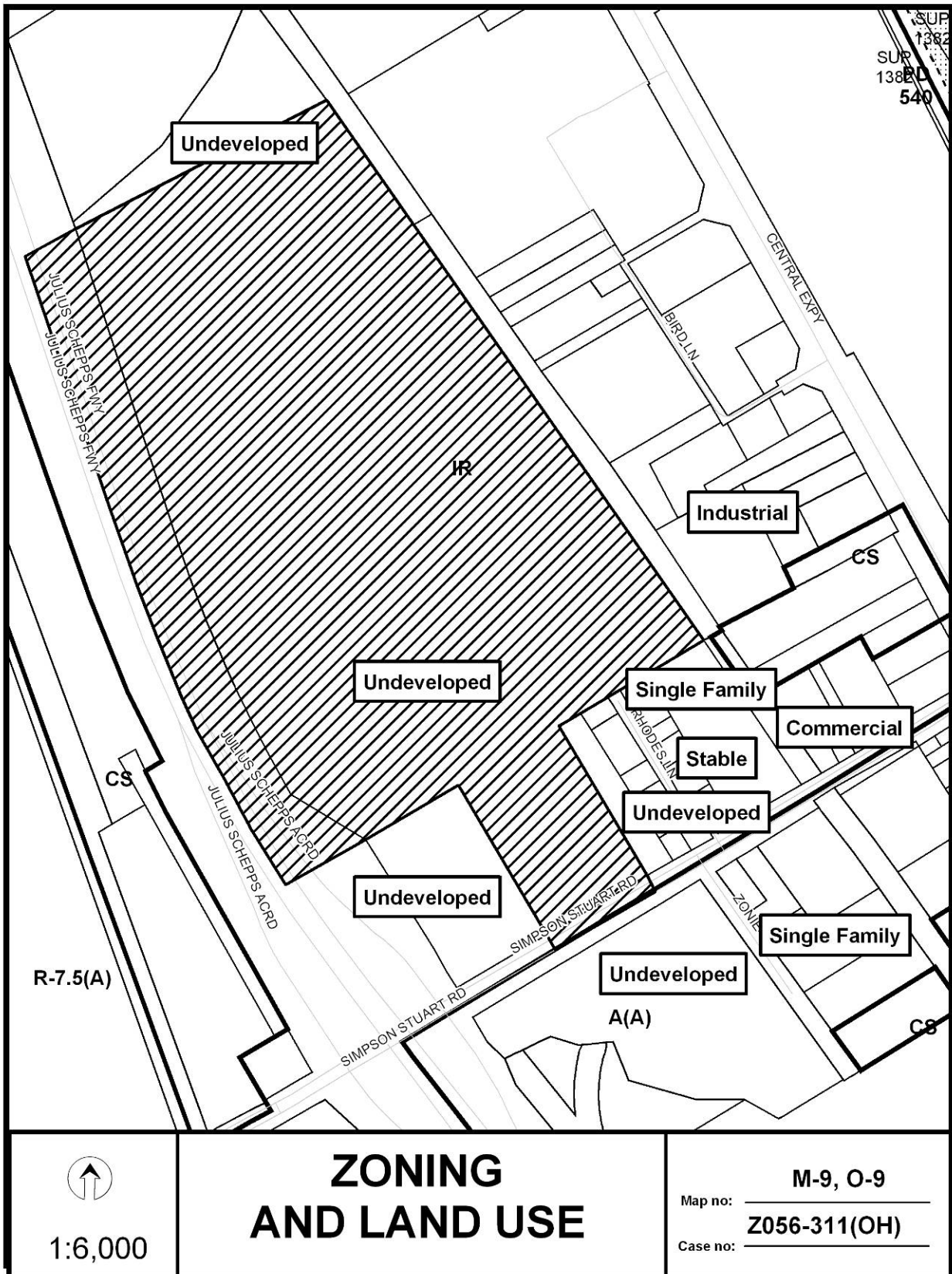
PD \_\_\_\_ is located on Zoning Map No. \_\_\_\_.





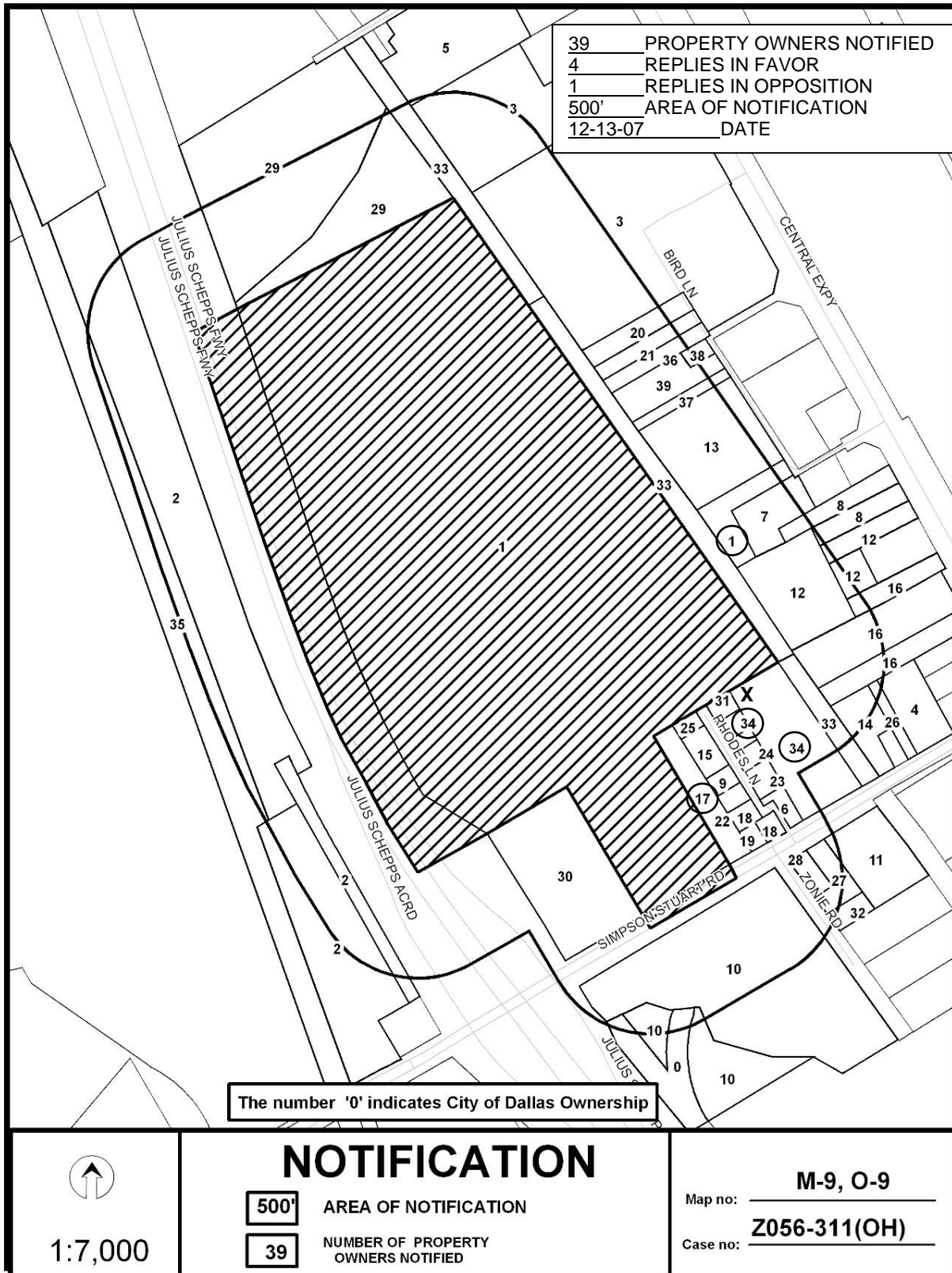
DATE:

GIS TECHNICIAN:





## CPC RESPONSES



## ***Notification List of Property Owners***

### ***Z056-311(OTH)(CS)***

#### ***39 Property Owners Notified***

<i><b>Label #</b></i>	<i><b>Address</b></i>	<i><b>Owner</b></i>
①	8800 JULIUS SCHEPPS	JACKSON HAMMOND INC
2	8901 JULIUS SCHEPPS	ACKELS HENRY J
3	9035 CENTRAL	ATOMIC AUTO CRUSHERS &
4	4927 SIMPSON STUART	BANKS WILFRED JR
5	4416 RIVER OAKS	BBLS INC
6	4803 SIMPSON STUART	BENSON LENA MAE
7	9071 BIRD	BROZEK EMIL
8	9121 CENTRAL	DALLAS ROCKY TOP ENTP INC
9	5437 RHODES	DILLARD ALTON
10	4600 SIMPSON STUART	DOUGLASS WILLIAM D ET AL
11	4870 SIMPSON STUART	EISENBERG JAY & ALAN
12	9167 CENTRAL	FANTASTIC GARDENS LLC
13	9041 BIRD	FLEMING EURTIS L ET AL
14	4917 SIMPSON STUART	FLOYD DEMETRICE &
15	5431 RHODES	FORD JACQUELINE A ETAL
16	9225 CENTRAL	HOLAHAN JAMES F
①7	4737 SIMPSON STUART	JACKSON KERRY
18	5440 RHODES	JACKSON KERRY LYNN
19	4751 SIMPSON STUART	KERRY LYNN JACKSON
20	8967 BIRD	MARTINEZ FRANK & CARMEN
21	8973 BIRD	MARTINEZ FRANK REYNA &
22	5439 RHODES	MCKINSTRY LON
23	5440 RHODES	MCKINSTRY LON E
24	5436 RHODES	MESHACK RAOUL T ET AL
25	5405 RHODES	MOREHEAD CHARLES THOMAS
26	4923 SIMPSON STUART	PEREZ TERESA

***Wednesday, November 28, 2007***

***Label # Address***

27	4816	SIMPSON STUART
28	4806	SIMPSON STUART
29	8800	JULIUS SCHEPPS
30	4621	SIMPSON STUART
X31	5404	RHODES
③2	5606	ZONIE
33	4800	SIMPSON STUART
③4	4811	SIMPSON STUART
35	9999	NO NAME
36	9001	BIRD
37	8910	BIRD
38	9005	BIRD
39	9009	BIRD

***Owner***

PHILLPOTT J R
REESE WILLIE J
ROWLAND W W
SHULTZ RICHARD
STILWELL JEFFERSON M
TAYLOR J H
TEXAS UTILITIES ELEC CO
TIEU THOMAS
UNION PACIFIC RR CO
WARREN FRANKLIN H
WARREN MAGGIE G
WARREN MAGGIE G
WARREN MAGGIE RUTH

***Wednesday, November 28, 2007***

## EARLY NOTIFICATION LIST

Al Romero  
PO Box 870875  
Mesquite, TX 75150  
EN Z056-311(OH)

Anthony Jones  
PO Box 0711  
Galveston, TX 77553

Betty Wadkins  
2843 Modesto Drive  
Dallas, TX 75227

Bridge Ballowe c/o Nextel  
1680 N. Prospert Dr.  
Ricardson, TX 75081

Cindy Harris  
4310 Buena Vista #8  
Dallas, TX 75205

Clarence F Cope  
10404 Ferndale  
Dallas, TX 75238

Jane Guerrini  
7032 Lupton  
Dallas, TX 75225

Jeff Bosse  
PO Box 4738  
Dallas, TX 75208

Joe Martin  
P O Box 4133  
Dallas, TX 75208

Katie Pascuzzi  
2720 N Stemmons Frwy Suite 900  
Dallas, TX 75207

Marcus Wood  
6060 N Central Expy Ste 333  
Dallas, TX 75206

Mike Sultan  
320 E Jefferson #105  
Dallas, TX 75203

Pam Conley  
901 N Madison Avenue  
Dallas, TX 75208

Rob Baldwin  
401 Exposition  
Dallas, TX 75226

Robert P. Garza  
412 E. Sixth St.  
Dallas, TX 75203

Stephanie Pegues  
1500 Marilla 5FS  
Dallas, TX 75201

Steve Craft  
P O Box 542225  
Dallas, TX 75354

Suzanne Steffens  
5640 Ellsworth Ave.  
Dallas, TX 75206

Steve Kim  
4318 Sexton Ln.  
Dallas, TX 75229

Alpha Testing, Inc  
Virginia Brown  
2209 Wisconsin St, Ste 100  
Dallas, TX 75229

Am. Metro/Study Corp  
Marque Nelson  
14881 Quorum Dr #400  
Dallas, TX 75240

Arborilogical Services, Inc.  
Bill Seaman  
16 Steel Rd.  
Wylie, TX 75098

Axley & Hargrove  
James Schnurr  
3400 Carlisle St, #400  
Dallas, TX 75204-1268

Cedar Vista Conservation  
Chris Lomax  
6439 Dixie Garden Ln  
Dallas, TX 75236



Dallas ISD  
Stan Armstrong  
3700 Ross Ave, Box 61  
Dallas, TX 75204

Dallas Planning Assoc  
Stuart Pully  
P O Box 781609  
Dallas, TX 75378

FW Dodge Reports  
Donna McGuire  
9155 Sterling Dr. Ste 160  
Dallas, TX 75063

Jackson Walker  
Suzan Kedron  
901 Main St. #6000  
Dallas, TX 75202

Kiestwood Neighbors  
Neoma Shafer  
2538 W Kiest Blvd  
Dallas, TX 75233

Lake Highlands AIA  
Terri Woods  
9603 Rocky Branch Drive  
Dallas, TX 75243

Master Plan  
J Kimborough  
900 Jackson St  
Dallas, TX 75202

MetroStudy Corp  
Rebecca Webb  
14881 Quorum Dr #400  
Dallas, TX 75254

Micheal R Coker Co  
Michael R Coker  
2700 Swiss Ave. #100  
Dallas, TX 75209

Minyards Properties Inc  
Dennis O'Malley  
777 Freeport Pkwy  
Coppell, TX 75019

Oak Cliff Chamber  
Joe Burkleo  
545 Lacewood Drive  
Dallas, TX 75224

PARC DU LAC  
Linda Sharp  
12126 Vendome Place  
Dallas, TX 75230

Quick Trip Co.  
Teri Dorazil  
14450 Trinity Blvd. #300  
Fort Worth, TX 76155

Reed Construction Data  
Renee Williams  
11101 Stemmons Frwy Ste. 101  
Dallas, TX 75229

Robert Reeves & Assoc. Inc.  
Robert Reeves  
900 Jackson St, Suite 160  
Dallas, TX 75202

Signs Manufacturing  
William Watson  
4610 Mint Way  
Dallas, TX 75236

United HOA  
Norma Parry  
1515 Reynaldston Ln.  
Dallas, TX 75232

United HOA  
Thelma J. Norman  
2628 Blackstone Dr.  
Dallas, TX 75237

United Homeowner  
Raymond Montgomery  
6762 Keswick Dr  
Dallas, TX 75232

W.A.R.N.  
Tashia Moseley  
5353 Maple Ave. Ste. 200  
Dallas, TX 75235

BSEAT  
Allen McGill  
P O Box 41561  
Dallas, TX 75241

Pleasant Wood/Grove  
J. Eugene Thomas  
P O Box 50051  
Dallas, TX 75250

Southern Hill Home Owner  
Dercy Walker  
630 Plark Wood Dr.  
Dallas, TX 75224

SE Dallas Civic Assoc  
Lionel Churchill  
PO Box 411265  
Dallas, TX 75241

EN Z056-311(OH)



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 5

**DEPARTMENT:** Department of Development Services

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 66E

---

**SUBJECT**

A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by 7-Eleven, Inc. located near the intersection of Sunnyvale Street and Ledbetter Drive and adjacent street rights-of-way, and an ordinance authorizing support of the issuance of a municipal setting designation to 7-Eleven, Inc. by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water

Recommendation of Staff: Approval

**BACKGROUND**

The designated property is underlain by fluvial terrace deposits and perched groundwater at a depth of approximately 30 to 40 feet below ground surface (bgs). This groundwater is underlain by the Austin Chalk Formation and the Eagle Ford Group that have an estimated thickness of approximately 300 feet and 400 feet, respectively. The apparent direction of groundwater flow beneath the designated property is primarily towards the northeast. This groundwater has been affected by petroleum hydrocarbons (benzene, toluene, ethylbenzene, xylenes, methyl t-butyl ether (MTBE), 2-methylnaphthalene, and naphthalene) at concentrations above groundwater ingestion standards. The potential sources of these chemicals appear to be from historical releases of petroleum hydrocarbons within the designated property associated with a failure in the underground storage tank system and offsite releases from leaking petroleum storage tank facilities.

The property is currently regulated under the Texas Commission on Environmental Quality (TCEQ) Remediation Division, Environmental Cleanup Section utilizing the Texas Risk Reduction Program (TRRP). The site was assigned Leaking Petroleum Storage Tank (LPST) ID No. 115980 on June 3, 2004.

**BACKGROUND** (continued)

The applicant has requested that the City support its application for a Municipal Setting Designation (MSD). A public meeting was held on March 5, 2008 to receive comments and concerns. Notices of the meeting were sent to 867 property owners within 2,500 feet of the property and 51 private well owners within five miles of the property. There are no other municipalities within one-half mile of the property.

This item is a MSD ordinance prohibiting the use of potable groundwater beneath properties near the intersection of Sunnyvale Street and Ledbetter Drive including adjacent street rights-of-way; and supporting the issuance of a MSD by TCEQ.

The site is currently developed as an active retail gasoline facility. The proposed future use of the property is expected to remain as it is currently developed.

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

This item has no prior action.

**FISCAL INFORMATION**

No cost consideration to the City

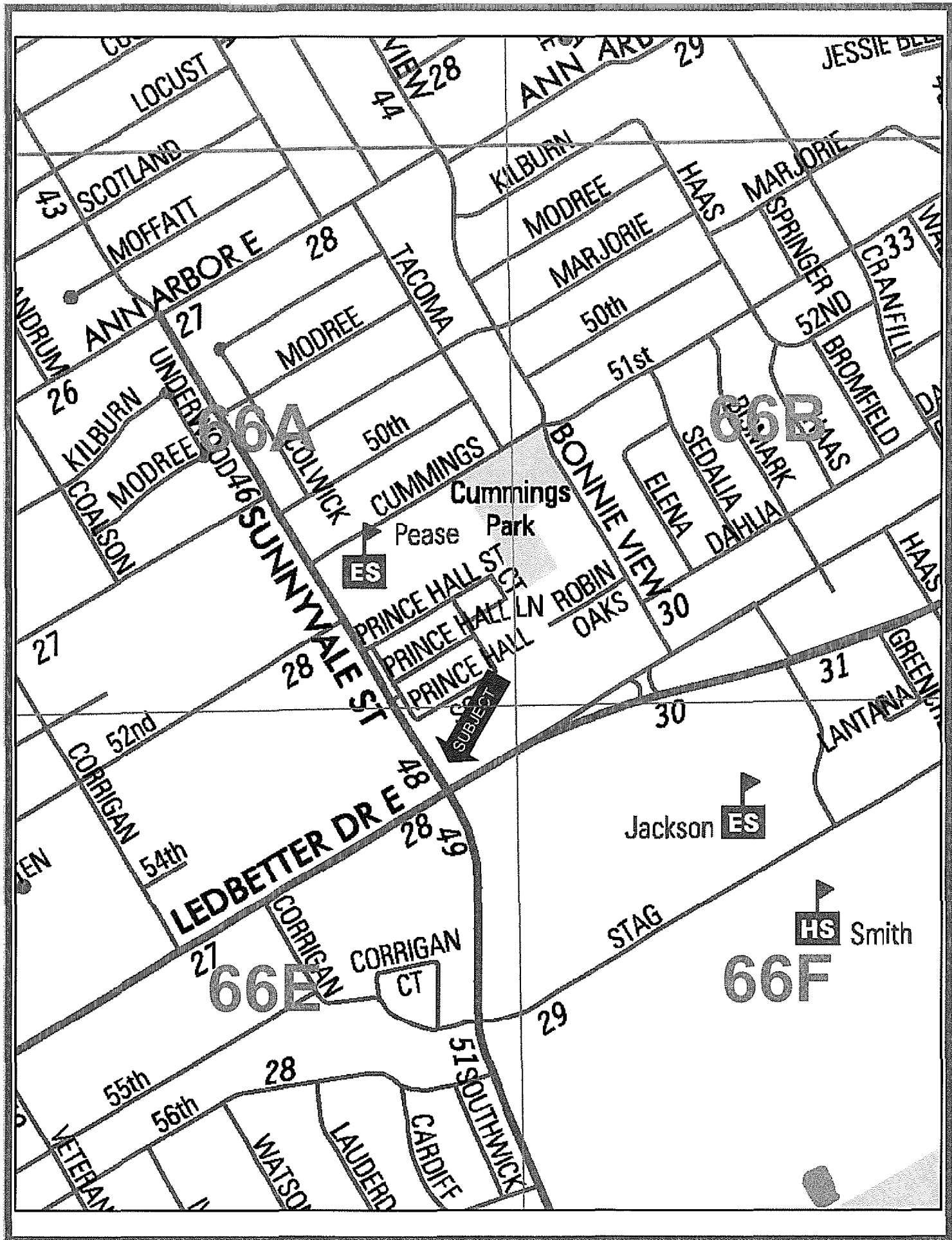
**OWNER**

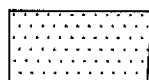
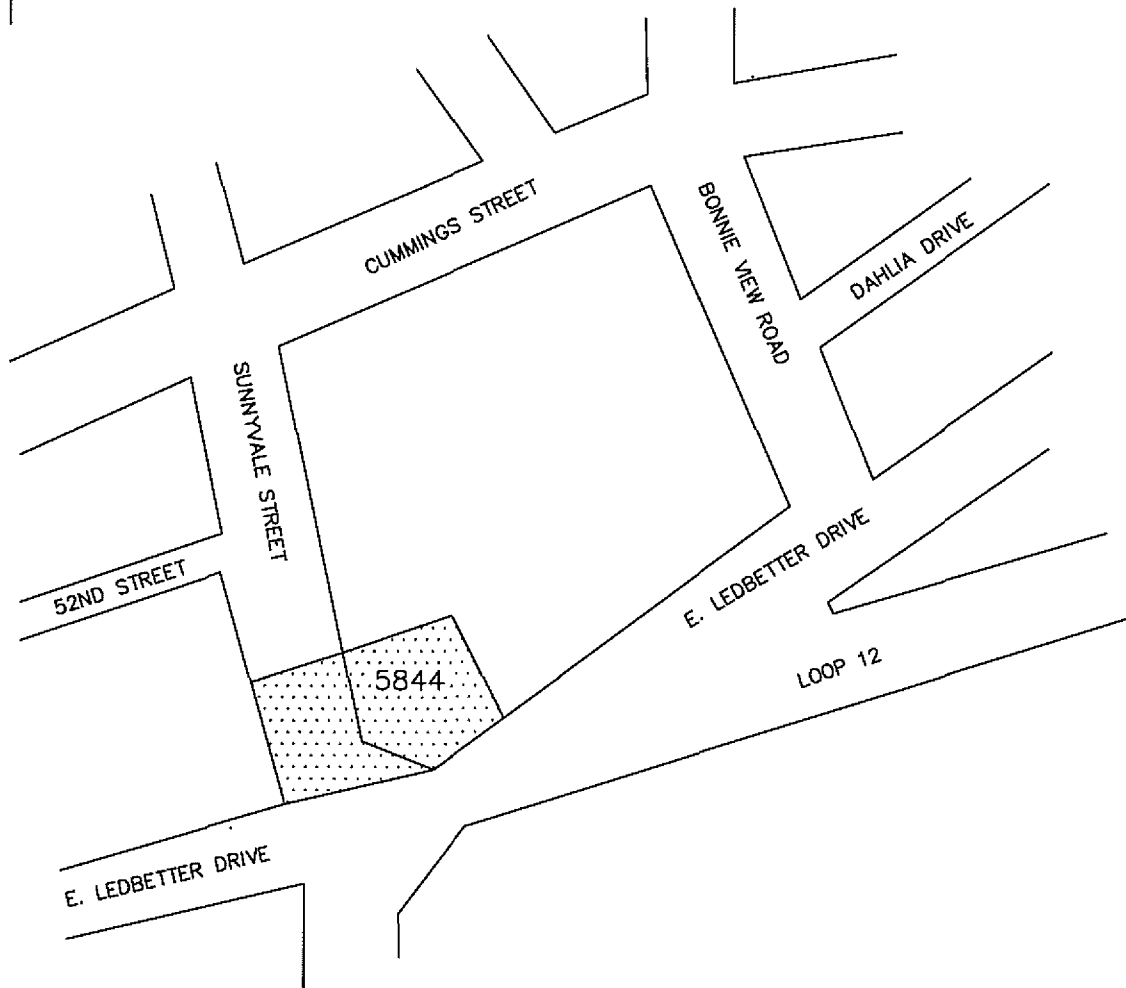
**7-Eleven, Inc.**

Joseph Depinto, President

**MAPS**

Attached





SUBJECT AREA

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Development Services

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 45K

---

**SUBJECT**

A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by LG Magnolia, LP located near the intersection of McKinney Avenue and Magnolia Street and adjacent street rights-of-way, and an ordinance authorizing support of the issuance of a municipal setting designation to LG Magnolia, LP by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water

Recommendation of Staff: Approval

**BACKGROUND**

The designated property is underlain by fluvial terrace deposits and groundwater at a depth of approximately 17-20 feet below ground surface (bgs). This groundwater is underlain by the Austin Chalk formation and impermeable Eagle Ford Group. The apparent direction of groundwater flow beneath the designated property is towards the north. This groundwater has been affected by petroleum hydrocarbons (benzene) and chlorinated solvents (tetrachloroethylene and trichloroethylene) at concentrations above groundwater ingestion standards. A potential on-site source of petroleum hydrocarbon related chemicals appears to be from historic use of a former underground storage tank (UST) on the southeastern portion of the designated property. A potential off-site source of chlorinated solvents appears to be activities from historical industrial facilities located south and west of the designated property.

The property was entered into the Voluntary Cleanup Program (VCP) administered by the Texas Commission on Environmental Quality (TCEQ) in October 2007. The site is designated as VCP Facility ID. No. 2093.

## **BACKGROUND** (continued)

The applicant has requested that the City support its application for a Municipal Setting Designation (MSD). A public meeting was held on March 11, 2008 to receive comments and concerns. Notices of the meeting were sent to 869 property owners within 2,500 feet of the property and 78 private well owners within five miles of the property. There are no other municipalities within one-half mile of the property.

This item is a MSD ordinance prohibiting the use of potable groundwater beneath properties near the intersection of McKinney Avenue and Magnolia Street including adjacent street rights-of-way; and supporting the issuance of a MSD by TCEQ.

The applicant's current plan is to obtain a VCP Certificate of Completion, supported by a MSD. The site is currently a pay parking lot including two unused security booths. The proposed future use of the property is for mixed multifamily residential development and certain retail and office uses.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item has no prior action.

## **FISCAL INFORMATION**

No cost consideration to the City

## **OWNER**

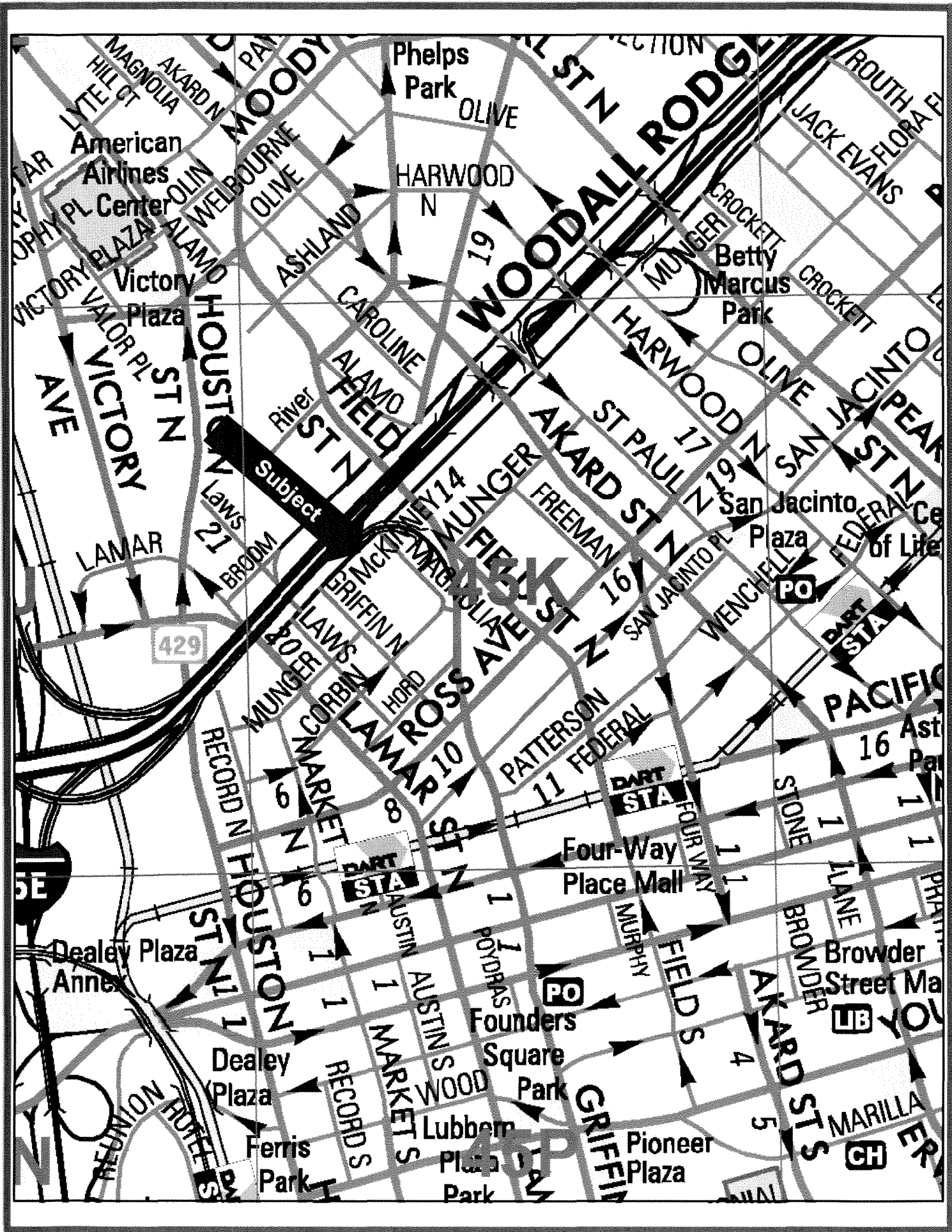
### **LG Magnolia, LP**

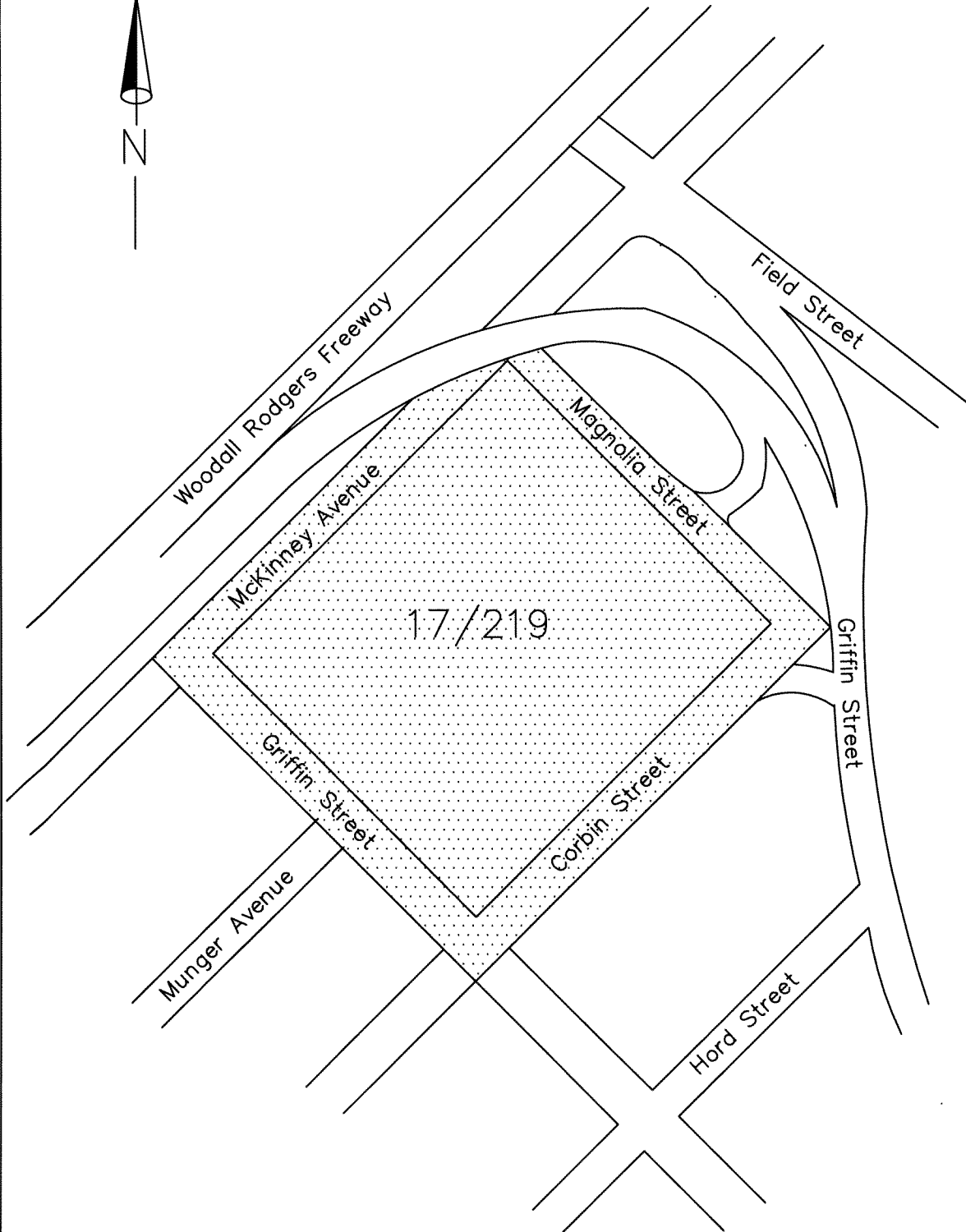
LG Residential Services LLC, General Partner  
Gables Residential Services, Inc., Member  
David Fitch, President

## **MAPS**

Attached







17/219

Woodall Rodgers Freeway

Field Street

McKinney Avenue

Magnolia Street

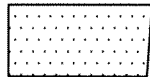
Griffin Street

Griffin Street

Corbin Street

Munger Avenue

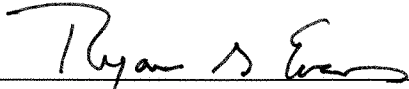
Hord Street



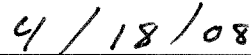
Subject Area

**APRIL 23, 2008 CITY COUNCIL ADDENDUM  
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated April 23, 2008. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



Mary K. Suhm  
City Manager



Date



Edward Scott  
City Controller



Date



RECEIVED

ADDENDUM  
CITY COUNCIL MEETING  
WEDNESDAY, APRIL 23, 2008  
CITY OF DALLAS  
1500 MARILLA  
COUNCIL CHAMBERS, CITY HALL  
DALLAS, TX 75201  
9:00 A.M.

2008 APR 18 PM 2:46

CITY SECRETARY  
DALLAS, TEXAS

### REVISED ORDER OF BUSINESS

Agenda items for which individuals have registered to speak will be considered no earlier than the time indicated below:

9:00 a.m.      **INVOCATION AND PLEDGE OF ALLEGIANCE**

**OPEN MICROPHONE**

**CLOSED SESSION**

**MINUTES**

Item 1

**CONSENT AGENDA**

Items 2 - 64

**CONSENT ADDENDUM**

Items 1 - 10

### ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier  
than 9:30 a.m.

Items 65 - 68  
Addendum Items 11 - 12

### PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 69 - 74



**ADDENDUM  
CITY COUNCIL MEETING  
APRIL 23, 2008  
CITY OF DALLAS  
1500 MARILLA  
COUNCIL CHAMBERS, CITY HALL  
DALLAS, TEXAS 75201  
9:00 A. M.**

**ADDITIONS:**

**Closed Session**

**Attorney Briefings (Sec. 551.071 T.O.M.A.)**

- City of Dallas v. Weir Brothers Partnership, Cause No. cc-04-07686-c
- City of Dallas v. Weir Brothers Partners, L.L.C., et al., Cause No. 05-06517-J
- City of Dallas v. TCI West End, Inc., Cause No. 06-04868-H
- Legal issues involving the acquisition of part or all of tracts of land totaling approximately 1,418 acres north and south of S. Loop 12 immediately east of the Trinity River owned by Metropolitan Sand & Gravel Co., LLC.

**Real Property Deliberations (Sec. 551.072 T.O.M.A.)**

- Legal issues involving the acquisition of part or all of tracts of land totaling approximately 1,418 acres north and south of S. Loop 12 immediately east of the Trinity River owned by Metropolitan Sand & Gravel Co., LLC.

**CONSENT ADDENDUM**

**Business Development & Procurement Services**

1. Authorize an increase in the twelve-month master agreement for automobiles, light trucks, motorcycles, vans and utility trucks with Caldwell Country Chevrolet - Not to exceed \$208,572, from \$8,987,930 to \$9,196,502 - Financing: 2007 Equipment Acquisition Contractual Obligation Notes

**City Attorney's Office**

2. Authorize settlement of the lawsuit styled Brandon Campbell and Kenneth Rean v. City of Dallas, Texas, Cause No. 07-07990-L - Not to exceed \$55,000 - Financing: Current Funds

**Code Compliance**

3. Authorize **(1)** an increase in appropriations in the amount of \$1,879,506 in the Code Compliance Services budget to support an enhanced service level, and **(2)** rescheduling the Safe Complex Symposium from the third week in May 2008 to the third week in August 2008 and provide for a make-up day in the last week of September 2008 - Not to exceed \$1,879,506, from \$25,266,527 to \$27,146,033 - Financing: Contingency Reserve Funds

**ADDENDUM  
CITY COUNCIL MEETING  
APRIL 23, 2008**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

**Code Compliance** (Continued)

4. Authorize **(1)** a public hearing to be held on May 28, 2008 to receive comments on the proposed revisions to the City of Dallas Residential Antidisplacement and Relocation Assistance Plan, and, at the close of the public hearing, **(2)** consideration of a resolution approving revisions to the City of Dallas Residential Antidisplacement and Relocation Assistance Plan - Financing: No cost consideration to the City

**Department of Development Services**

5. An ordinance abandoning a portion of an easement area containing approximately 17,558 square feet of land, retained within a previously abandoned portion of Turtle Creek Boulevard, by Ordinance No. 21048, to 1400 Turtle Creek Apartments Limited Partnership, the abutting owner, located near the intersection of Turtle Creek Boulevard and Hi-Line Drive - Revenue: \$5,400 plus the \$20 ordinance publication fee
6. An ordinance amending Ordinance No. 26737 to extend dedication and replatting deadlines, revise Exhibit C to correct the legal description and specify that successors and assigns can dedicate and replat the property - Financing: No cost consideration to the City
7. An ordinance granting a Planned Development District for LI Light Industrial District Uses and a resolution granting an amendment to the public deed restrictions on property zoned an LI Light Industrial District on the west side of Waterview Parkway at Synergy Drive - Z078-154 - Financing: No cost consideration to the City

**Economic Development**

8. Authorize an economic development grant agreement with ZTE USA, Inc. and Prime Art and Jewel, Inc. related to ZTE's U.S. corporate headquarters relocation to 18325 Waterview Parkway and related tenant improvements at the site - Not to exceed \$192,750 - Financing: Public/Private Partnership Program Funds

**Police**

9. Authorize the establishment of the Dallas Police Department Museum located on the second floor lobby of the Jack Evans Police Headquarters Facility - Financing: No cost consideration to the City



**ADDENDUM  
CITY COUNCIL MEETING  
APRIL 23, 2008**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

**Public Works & Transportation**

10. Authorize **(1)** a contract with McMahon Contracting, L.P., lowest responsible bidder of five, for the reconstruction of street paving, storm drainage, water and wastewater main improvements for Treehouse Lane, Meadow Road and Rambler Road; **(2)** assignment of the contract to Next Block-Dallas I, L.P., for construction administration; **(3)** the receipt and deposit of funds from Next Block-Dallas I, L.P. in the amount of \$1,886,268; and **(4)** an increase in appropriations in the amount of \$1,886,268 - Total not to exceed \$4,065,810 - Financing: 2006 Bond Funds (\$2,179,542) and Capital Projects Reimbursement Funds (\$1,886,268)

ITEMS FOR INDIVIDUAL CONSIDERATION

**City Secretary's Office**

11. An ordinance amending Chapter 15A of the Dallas City Code to: **(1)** provide requirements, procedures, and exemptions for the electronic filing of campaign finance reports; **(2)** provide for the posting of campaign finance reports on the city's website and the provision of paper copies of the reports upon request; **(3)** clarify reporting requirements of general purpose political committees; **(4)** provide transitional provisions; and **(5)** provide a penalty not to exceed \$500 - Financing: No cost consideration to the City

**Office of Financial Services**

12. Authorize **(1)** the issuance and sale of City of Dallas, Texas Combination Tax and Revenue Certificates of Obligation, Series 2008, in an amount not to exceed \$42,000,000; **(2)** approval of the Preliminary Official Statement; and **(3)** execution of the bond purchase agreement, and all other matters related thereto - Not to exceed \$211,400 - Financing: 2008 Certificates of Obligation

CORRECTION:

**Department of Development Services**

67. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, of two tracts of unimproved land containing a total of approximately 20,376 square feet located near the intersection of Cadiz and Industrial Streets for the Cadiz Pump Station Improvement Project (list attached) - \$181,717 - Financing: Water Utilities Capital ~~Improvement~~ Construction Funds

**Properties for Cadiz Pump Station Improvement Project**  
Agenda Item #67

<b><u>Tract</u></b>	<b><u>Owner</u></b>	<b><u>Address</u></b>	<b><u>Block</u></b>	<b><u>Council District</u></b>	<b><u>Offer Amount</u></b>
1.	318 Cadiz Holding, L.P.	318 Cadiz Street	1081	2	\$29,839
2.	J.S.A. Sportatorium, Inc. and Sportatorium Associates, Inc.	200 Cadiz Street & 1005 South Industrial thru 1011 South Industrial	69/7338	2	\$151,878

# ADDENDUM DATE April 23, 2008

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			All	C	PBD, FIR, EBS	\$208,572.00	0.00%	0.00%	Authorize an increase in the twelve-month master agreement for automobiles, light trucks, motorcycles, vans and utility trucks with Caldwell Country Chevrolet
2			N/A	C	ATT, EBS	\$55,000.00	NA	NA	Authorize settlement of the lawsuit styled Brandon Campbell and Kenneth Rean v. City of Dallas, Texas, Cause No. 07-07990-L
3			All	C	CCS	\$1,879,506.00	NA	NA	Authorize an increase in appropriations in the Code Compliance Services budget to support an enhanced service level, reschedule the Safe Complex Symposium from the third week in May 2008 to the third week in August 2008 & provide for a make-up day in the last week of September 2008
4			All	C	CCS	NC	NA	NA	Authorize a public hearing to be held on May 28, 2008 to receive comments on the proposed revisions to the City of Dallas Residential Antidisplacement and Relocation Assistance Plan, and, at the close of the public hearing, consideration of a resolution approving revisions to the City of Dallas Residential Antidisplacement and Relocation Assistance Plan
5			2	C	DDS	REV \$5,400	NA	NA	An ordinance abandoning a portion of an easement area containing approximately 17,558 square feet of land, retained within a previously abandoned portion of Turtle Creek Boulevard, by Ordinance No. 21048, to 1400 Turtle Creek Apartments Limited Partnership, the abutting owner, located near the intersection of Turtle Creek Boulevard and Hi-Line Drive
6			2	C	DDS	NC	NA	NA	An ordinance amending Ordinance No. 26737 to extend dedication and replatting deadlines, revise Exhibit C to correct the legal description and specify that successors and assigns can dedicate and replat the property
7			12	C	DDS	NC	NA	NA	An ordinance granting a Planned Development District for LI Light Industrial District Uses and a resolution granting an amendment to the public deed restrictions on property zoned an LI Light Industrial District on the west side of Waterview Parkway at Synergy Drive (Z078-154)
8			12	C	ECO	\$192,750.00	NA	NA	Authorize an economic development grant agreement with ZTE USA, Inc. and Prime Art and Jewel, Inc. related to ZTE's U.S. corporate headquarters relocation to 18325 Waterview Parkway and related tenant improvements at the site
9			2	C	POL	NC	NA	NA	Authorize the establishment of the Dallas Police Department Museum located on the second floor lobby of the Jack Evans Police Headquarters Facility
10			13	C	PWT, DDS	\$4,065,809.60	97.48%	28.85%	Authorize a contract with McMahon Contracting, L.P., lowest responsible bidder of five, for the reconstruction of street paving, storm drainage, water and wastewater main improvements for Treehouse Lane, Meadow Road and Rambler Road and assignment of the contract to Next Block-Dallas I, L.P. for construction administration
11			All	I	SEC	NC	NA	NA	An ordinance amending Chapter 15A of the Dallas City Code to: provide requirements, procedures, and exemptions for the electronic filing of campaign finance reports; provide for the posting of campaign finance reports on the City's website and the provision of paper copies of the reports upon request; clarify reporting requirements of general purpose political committees; provide transitional provisions; and provide a penalty not to exceed \$500
12			N/A	I	OFS	\$211,400.00	NA	NA	Authorize the issuance and sale of City of Dallas, Texas Combination Tax and Revenue Certificates of Obligation, Series 2008, in an amount not to exceed \$42,000,000; approval of the Preliminary Official Statement; and execution of the bond purchase agreement, and all matters related thereto

**TOTAL        \$6,613,037.60**



**ADDENDUM ITEM # 1**

**KEY FOCUS AREA:** Public Safety Improvements and Crime Reduction

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Fire  
Equipment & Building Services

**CMO:** Dave Cook, 670-7804  
Ryan S. Evans, 670-3314  
David O. Brown, 670-3390

**MAPSCO:** N/A

---

**SUBJECT**

Authorize an increase in the twelve-month master agreement for automobiles, light trucks, motorcycles, vans and utility trucks with Caldwell Country Chevrolet - Not to exceed \$208,572, from \$8,987,930 to \$9,196,502 - Financing: 2007 Equipment Acquisition Contractual Obligation Notes

**BACKGROUND**

The increase in the master agreement will allow the City to purchase seven battalion chief utility vehicles for Dallas Fire-Rescue Department through a master agreement process. A master agreement process gives the City the flexibility to acquire its automotive needs as funding becomes available or as needs arise. Procuring vehicles through a master agreement process also affords the City the opportunity to lock in favorable pricing throughout the end of the model year thus becoming the preferred method of vehicle acquisition.

The Dallas Fire-Rescue Department responded to 116,829 emergency calls in fiscal year 06-07.

Dallas Fire-Rescue Department currently has a fleet of fifty-one battalion chief utility vehicles of which seven have met or exceeded their replacement criteria. (7 years and/or 85,000 miles)

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

On February 27, 2008, City Council authorized a twelve-month price agreement for automobiles, light trucks, motorcycles, vans and utility trucks by Resolution #08-0629.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (Continued)**

On March 28, 2007, City Council authorized a twelve-month price agreement for automobiles, light trucks, motorcycles, vans and utility trucks by Resolution #07-0975.

On February 28, 2007, City Council authorized a twelve-month price agreement for automobiles, light trucks and vans by Resolution #07-0748.

On February 26, 2007, the Finance, Audit and Accountability Committee was briefed on the purchase of automobiles, light trucks, vans and utility trucks.

On May 10, 2006, City Council authorized a twelve-month price agreement for automobiles, heavy equipment and motorcycles by Resolution #06-1381.

On November 9, 2005, City Council authorized a twelve-month price agreement for automobiles, light trucks and vans by Resolution #05-3293.

On November 10, 2004, City Council authorized a twelve-month price agreement for automobiles, light trucks and vans by Resolution #04-3262.

On December 8, 2003, City Council authorized a twelve-month price agreement for automobiles, light trucks and vans by Resolution #03-3330.

## **FISCAL INFORMATION**

\$208,572.00 - 2007 Equipment Acquisition Contractual Obligation Notes

## **ETHNIC COMPOSITION**

### **Caldwell Country Chevrolet**

Hispanic Female	1	Hispanic Male	0
Black Female	0	Black Male	5
Other Female	1	Other Male	0
White Female	10	White Male	20

## **OWNER**

### **Caldwell Country Chevrolet**

Kevin Coffie, President  
Jon Hildebrand, Vice President

## GOOD FAITH EFFORT PLAN SUMMARY

**PROJECT:** Authorize an increase in the twelve-month master agreement for automobiles, light trucks, motorcycles, vans and utility trucks with Caldwell Country Chevrolet - Not to exceed \$208,572, from \$8,987,930 to \$9,196,502 - Financing: 2007 Equipment Acquisition Contractual Obligation Notes

Caldwell Country Chevrolet is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Goods

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### LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$0.00	0.00%
Non-local contracts	\$208,572.00	100.00%
<b>TOTAL THIS ACTION</b>	<b>\$208,572.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

#### Local Contractors / Sub-Contractors

None

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>





April 23, 2008

**WHEREAS**, on December 8, 2003, City Council authorized a twelve-month price agreement for automobiles, light trucks and vans by Resolution #03-3330; and,

**WHEREAS**, on November 10, 2004, City Council authorized a twelve-month price agreement for automobiles, light trucks and vans by Resolution #04-3262; and,

**WHEREAS**, on November 9, 2005, City Council authorized a twelve-month price agreement for automobiles, light trucks and vans by Resolution #05-3293; and,

**WHEREAS**, on May 10, 2006, City Council authorized a twelve-month price agreement for automobiles, heavy equipment and motorcycles by Resolution #06-1381; and,

**WHEREAS**, on February 26, 2007, the Finance, Audit and Accountability Committee was briefed on the purchase of automobiles, light trucks, vans and utility trucks; and,

**WHEREAS**, on February 28, 2007, City Council authorized a twelve-month price agreement for automobiles, light trucks and vans by Resolution #07-0748; and,

**WHEREAS**, on March 28, 2007, City Council authorized a twelve-month price agreement for automobiles, light trucks, motorcycles, vans and utility trucks by Resolution #07-0975; and,

**WHEREAS**, on February 27, 2008, City Council authorized a twelve-month price agreement for automobiles, light trucks, motorcycles, vans and utility trucks by Resolution #08-0629; and,

**WHEREAS**, it is now necessary to authorize an increase in the master agreement with Caldwell Country Chevrolet for automobiles, light trucks, motorcycles, vans and utility trucks, in an amount not to exceed \$208,572.00 increasing the master agreement from \$8,987,930.00 to \$9,196,502.00;

**NOW, THEREFORE,**

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to increase the master agreement with Caldwell Country Chevrolet (517737) for automobiles, light trucks, motorcycles, vans and utility trucks, in an amount not to exceed \$208,572.00, increasing the master agreement amount from \$8,987,930.00 to \$9,196,502.00.

**Section 2.** That the City Controller is authorized to disburse funds in an amount not to exceed \$208,572.00.

April 23, 2008

**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.

**DISTRIBUTION:**

Office of Business Development and Procurement Services  
Fire  
Equipment & Building Services  
Controller's Office, Sherrian Parham, 4BN

**ADDENDUM ITEM # 2**

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Attorney's Office  
Equipment & Building Services

**CMO:** Thomas P. Perkins, Jr., 670-3491  
David O. Brown, 670-3390

**MAPSCO:** N/A

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**SUBJECT**

Authorize settlement of the lawsuit styled Brandon Campbell and Kenneth Rean v. City of Dallas, Texas, Cause No. 07-07990-L - Not to exceed \$55,000 - Financing: Current Funds

**BACKGROUND**

Plaintiffs are represented by the Rad Law Firm, P.C.

**PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

City Council was briefed in Closed Session on April 16, 2008.

**FISCAL INFORMATION**

Funding for this item is budgeted in the current fiscal year.

\$55,000 - Current Funds



April 23, 2008

**WHEREAS**, a lawsuit styled Brandon Campbell and Kenneth Rean v. City of Dallas, Texas, Cause No. 07-07990-L, was filed by Plaintiffs seeking compensation from the City of Dallas for damages allegedly caused by an automobile accident on December 21, 2006, involving an Equipment Building Services Department vehicle; and

**WHEREAS**, Plaintiffs, Brandon Campbell and Kenneth Rean, through their attorney, Rad Law Firm, P.C., have agreed to settle this lawsuit for the amount of \$55,000; **Now, therefore,**

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

**SECTION 1.** That the settlement of the lawsuit styled Brandon Campbell and Kenneth Rean v. City of Dallas, Texas, Cause No. 07-07990-L, in an amount not to exceed \$55,000 is hereby approved.

**SECTION 2.** That the City Controller is authorized to pay to Kenneth Rean and Rad Law Firm, P.C., the amount of \$30,000 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTATT001.

**SECTION 3.** That the City Controller is authorized to pay to Brandon Campbell and Rad Law Firm, P.C., the amount of \$25,000 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTATT001.

**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.



## **ADDENDUM ITEM # 3**

**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Code Compliance

**CMO:** David O. Brown, 670-3390

**MAPSCO:** N/A

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### **SUBJECT**

Authorize **(1)** an increase in appropriations in the amount of \$1,879,506 in the Code Compliance Services budget to support an enhanced service level, and **(2)** rescheduling the Safe Complex Symposium from the third week in May 2008 to the third week in August 2008 and provide for a make-up day in the last week of September 2008 - Not to exceed \$1,879,506, from \$25,266,527 to \$27,146,033 - Financing: Contingency Reserve Funds

### **BACKGROUND**

On April 2, 2008, the City Council was briefed on the proposed revisions to Code Compliance service delivery. The revisions outlined the new method of service delivery which focuses on compliance rather than enforcement. This item authorizes funding for the creation, reconfiguration and staffing of five geographic service areas. Each area will be assigned an Area Manager, Neighborhood Code Representative, Code Officers and a full complement of equipment to ensure service delivery. The Area Manager will own their district and be held accountable for results. The Neighborhood Code Representative will work with the resident to gain compliance prior to enforcement. The Code Officers will patrol their designated areas to identify code issues.

This item also authorizes Code to reschedule of the Safe Complex Symposium from May 2008 to August 2008. A make-up day will also be scheduled during the last week of September 2008. The symposium will be more useful and customer-oriented.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item was briefed to the City Council on April 2, 2008.

### **FISCAL INFORMATION**

Contingency Reserve Funds - \$1,879,506





April 23, 2008

**WHEREAS**, on April 2, 2008, the City Council was briefed on the proposed service level enhancements for Code Compliance Services; and

**WHEREAS**, the May Safe Complex Symposium needs to be moved to August 2008 to provide better customer service for participants; and

**WHEREAS**, the cost to provide this new service level is \$1,879,506.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to increase appropriations in the Code Compliance Services budget to support an enhanced service level, and reschedule the Safety Complex Symposium from the third week in May 2008 to the third week in August 2008 and provide for a make-up day in the last week of September 2008.

**Section 2.** That the City Manager is hereby authorized to transfer funds in an amount not to exceed \$1,879,506 from Fund 0001, Department NBG, Unit 1000, Revenue Source RTRF to Fund 0001, Department CCS, Unit 3055, Revenue Source 9229; and increase total General Fund revenue appropriations by \$1,879,506, from \$1,043,563,684 to \$1,045,443,190.

**Section 3.** That the City Manager is hereby authorized to increase the Code Compliance Services appropriations by \$1,879,506, from \$25,266,527 to \$27,146,033 in Fund 0001, Department CCS, Unit 3055 and increase total General Fund expenditure appropriations by \$1,879,506, from \$1,043,563,684 to \$1,045,443,190.

**Section 4.** That the City Controller be and is hereby authorized to disburse funds in an amount not to exceed \$1,879,506 from Fund 0001, Dept. CCS, Unit 3055, Obj. Code 2280.

**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.



**KEY FOCUS AREA:** A Cleaner, Healthier City Environment

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Code Compliance

**CMO:** David O. Brown, 670-3390

**MAPSCO:** City-Wide

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**SUBJECT**

Authorize **(1)** a public hearing to be held on May 28, 2008 to receive comments on the proposed revisions to the City of Dallas Residential Antidisplacement and Relocation Assistance Plan, and, at the close of the public hearing, **(2)** consideration of a resolution approving revisions to the City of Dallas Residential Antidisplacement and Relocation Assistance Plan - Financing: No cost consideration to the City

**BACKGROUND**

On August 9, 1996, the City of Dallas made available to the public its Residential Antidisplacement and Relocation Assistance Plan. The Plan is made available to the public for programs where Community Development Block Grant (CDBG) and HOME funds are used to pay any part of the cost of acquisition, demolition, construction, or rehabilitation activities for a project in accordance with Section 104(d) and CDBG regulations or Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), URA levels of relocation assistance.

On January 4, 2005, the U.S. Department of Transportation Federal Highway Administration amended 49 Code of Federal Regulations (CFR) Part 24, implementing the URA, to clarify its requirements for relocation assistance and real property acquisition for federal and federally-assisted programs. In order to comply with the amended CFR, the City's Plan requires revisions accordingly.

**PRIOR ACTION/REVIEW (Council, Boards, Commissions)**

On August 9, 1996, the City of Dallas made available to the public its Residential Antidisplacement and Relocation Assistance Plan.

**FISCAL INFORMATION**

No cost consideration to the City



April 23, 2008

**WHEREAS**, the United States Congress enacted the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA); and

**WHEREAS**, on August 9, 1996, the City of Dallas made available to the public its Residential Antidisplacement and Relocation Assistance Plan; and

**WHEREAS**, on January 4, 2005, the U.S. Department of Transportation Federal Highway Administration amended 49 Code of Federal Regulations (CFR) Part 24, implementing the URA, to clarify its requirements for relocation assistance and real property acquisition for federal and federally-assisted programs; and

**WHEREAS**, the City of Dallas desires to update and make available to the public a revised Residential Antidisplacement and Relocation Assistance Plan; and

**WHEREAS**, Federal and State regulations require that a public hearing be held and action taken to adopt the proposed revised Residential Antidisplacement and Relocation Assistance Plan; and

**WHEREAS**, holding a public hearing on May 28, 2008 for public comments on the proposed revisions to the Residential Antidisplacement and Relocation Assistance Plan attached as "Exhibit A" will satisfy requirements set forth by the U.S. Department of Housing and Urban Development; and

**Now Therefore,**

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

**Section 1.** That a public hearing be held on May 28, 2008 before the Dallas City Council to receive comments on the proposed revisions to the Residential Antidisplacement and Relocation Assistance Plan attached as "Exhibit A" and at the close of the public hearing, consideration of a resolution approving the revisions to the Residential Antidisplacement and Relocation Assistance Plan.

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

Distribution:

Code Compliance – Forest E. Turner  
City Attorney – Thomas P. Perkins  
Office of Financial Services/Community Development, 4FS



**City of Dallas**  
**Residential Antidisplacement and Relocation Assistance Plan**

This Plan shall also apply to the activities of any “Agency,” as defined in Section 24.2 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (“URA”), that receives federal assistance passed through the City to an Agency. Whenever the terms “section,” “subsection,” or “paragraph” are used in this document without a citation to the Code of Federal Regulations (“CFR”), the United States Code (“USC”), or other legal authority, the term refers to a section, subsection, or paragraph within this Plan. A section or sections of the Plan, CFR, USC, or other legal authority may be referred to by the symbol “§” or “§§.” References to “part” and “subpart” used in this document refer to the CFR cited in the left hand margin. References to “Appendix A” used in this document refer to the CFR cited in the left-hand margin.

**I. General policy for minimizing displacement.**

24 CFR  
570.606(a)

The City shall take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted in whole or in part with Community Development Block Grant (“CDBG”) or HOME Investment Partnerships (“HOME”) funds.

42 USC  
5304(d)  
24 CFR  
42.325  
24 CFR  
570.606(c)  
24 CFR  
42.301

In accordance with section 104(d) of the Housing and Community Development Act of 1974 (“Act”), the City must adopt, make public and certify that it is following a residential antidisplacement and relocation assistance plan providing one-for-one replacement units (§ III.B) and relocation assistance (§ III.D). The plan shall also indicate the steps that will be taken consistent with the other goals and objectives of this part to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any activities assisted with CDBG or HOME funds (§ IV).

42 USC  
5304(d)(2)(B)

Under section 104(d) of the Act, each low/moderate income “displaced person” (defined in § III.A.2) is entitled to choose to receive either assistance at URA levels set forth in § II or the relocation assistance set forth in § III.

**II. Relocation assistance for displaced persons at URA levels.**

24 CFR  
570.606(b)(1)

**A.** A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24 (set forth in relevant part herein at section § II.D to § II.U), which contains the government-wide regulations implementing the URA (42 U.S.C. 4601-4655).

49 CFR  
24.3

No person shall receive any payment under this part if that person receives a payment under Federal, State, local law, or insurance proceeds which is determined by the City to have the same purpose and effect as such payment under this part. (See Appendix A).

24 CFR

570.606(b)(2)

**B. Displaced person.**

24 CFR

570.606(b)(2)(i)

1. For purposes of § II, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted with CDBG funds. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

24 CFR

570.606(b)(2)(i)(A)

a. After notice by the City to move permanently from the property, if the move occurs after the initial official submission to the U.S. Department of Housing and Urban Development (“HUD”) for CDBG grant, loan, or loan guarantee funds (“CDBG funds”) that are later provided or granted.

24 CFR

570.606(b)(2)(i)(B)

b. After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

24 CFR

570.606(b)(2)(i)(C)

c. Before the date described in § II.B.1.a or § II.B.1.b, if either HUD or the City determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

24 CFR

570.606(b)(2)(i)(D)

d. After the “initiation of negotiations” (see § II.C) if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

24 CFR

570.606(b)(2)(i)(D)(1)

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

24 CFR

570.606(b)(2)(i)(D)(2)

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

24 CFR

570.606(b)(2)(i)(D)(3)

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.



24 CFR

570.606(b)(2)(ii)

2. Notwithstanding the provisions of § II.B.1 the term **“displaced person”** **does not include:**

24 CFR

570.606(b)(2)(ii)(A)

a. A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the City must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section; or

24 CFR

570.606(b)(2)(ii)(B)

b. A person who moves into the property after the date of the notice described in § II.B.1.a or § II.B.1.b, but who received a written notice of the expected displacement before occupancy; or

24 CFR

570.606(b)(2)(ii)(C)

c. A person who is not displaced as described in 49 CFR 24.2(a)(9)(ii), summarized below, which is a nonexclusive listing:

49 CFR

24.2(a)(9)(ii)(A)

(1) A person who moves before the initiation of negotiations (see also § II.S.4 regarding exceptions to occupancy requirements), unless the City determines that the person was displaced as a direct result of the program or project; or

49 CFR

24.2(a)(9)(ii)(B)

(2) A person who initially enters into occupancy of the property after the date of its acquisition for the project; or

49 CFR

24.2(a)(9)(ii)(C)

(3) A person who has occupied the property for the purpose of obtaining assistance under the URA; or

49 CFR

24.2(a)(9)(ii)(D)

(4) A person who is not required to relocate permanently as a direct result of a project. Such determination shall be made by the City in accordance with any guidelines established by HUD (see also Appendix A); or

49 CFR

24.2(a)(9)(ii)(E)

(5) An owner-occupant who moves as a result of an acquisition of real property as described in 49 CFR 24.101(a)(2) or 24.101(b)(1) or (2), or as a result of the rehabilitation or demolition of the real property. (However, the displacement of a tenant as a direct result of any acquisition, rehabilitation or demolition for a Federal or federally-assisted project is subject to this part.); or

49 CFR

24.2(a)(9)(ii)(F)

(6) A person whom the City determines is not displaced as a direct result of a partial acquisition; or

49 CFR

24.2(a)(9)(ii)(G)

(7) A person who, after receiving a notice of relocation eligibility (described at § II.D), is notified in writing that he or she will not be displaced for a project. Such written notification shall not be issued unless the person has not moved and the City agrees to reimburse the person for any expenses incurred to satisfy any binding contractual relocation obligations entered into after the effective date of the notice of relocation eligibility; or

49 CFR 24.2(a)(9)(ii)(H)	(8) An owner-occupant who conveys his or her property, as described at 49 CFR 24.101(a)(2), or, 49 CFR 24.101(b)(1) or (2), after being informed in writing that if a mutually satisfactory agreement on terms of the conveyance cannot be reached, the City will not acquire the property. In such cases, however, any resulting displacement of a tenant is subject to the regulations in this part; or
49 CFR 24.2(a)(9)(ii)(I)	(9) A person who retains the right of use and occupancy of the real property for life following its acquisition by the City; or
49 CFR 24.2(a)(9)(ii)(J)	(10) An owner who retains the right of use and occupancy of the real property for a fixed term after its acquisition by the Department of the Interior under Pub. L. 93-477, Appropriations for National Park System, or Pub. L. 93-303, Land and Water Conservation Fund, except that such owner remains a displaced person for purposes of 49 CFR 24, subpart D of this part; or
49 CFR 24.2(a)(9)(ii)(K)	(11) A person who is determined to be in unlawful occupancy prior to or after the initiation of negotiations (see § II.C), or a person who has been evicted for cause, under applicable law, as provided for in § II.G. However, advisory assistance may be provided to unlawful occupants at the option of the City in order to facilitate the project; or
49 CFR 24.2(a)(9)(ii)(L)	(12) A person who is not lawfully present in the United States and who has been determined to be ineligible for relocation assistance in accordance with § II.I; or
49 CFR 24.2(a)(9)(ii)(M)	(13) Tenants required to move as a result of the sale of their dwelling to a person using downpayment assistance provided under the American Dream Downpayment Initiative (ADDI) authorized by section 102 of the American Dream Downpayment Act (Pub. L. 108-186; codified at 42 U.S.C. 12821).
24 CFR 570.606(b)(2)(ii)(D)	d. A person who the City determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.
24 CFR 570.606(b)(2)(iii)	3. The City may, at any time, request HUD to determine whether a person is a displaced person under this section.
24 CFR 570.606(b)(3)	<b>C. Initiation of negotiations.</b> For purposes of determining the type of replacement housing assistance to be provided under § II, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term “initiation of negotiations” means the execution of the grant or loan agreement between the City and the person owning or controlling the real property.

49 CFR  
24.202

#### **D. Relocation notices.**

These requirements apply to the relocation of any displaced person as defined at § II.B. Any person who qualifies as a displaced person must be fully informed of his or her rights and entitlements to relocation assistance and payments provided by the Uniform Act and the implementing regulations in 49 CFR 24 (see Appendix A).

49 CFR  
24.203(a)

1. General information notice. As soon as feasible, a person scheduled to be displaced shall be furnished with a general written description of the City's relocation program which does at least the following:

49 CFR  
24.203(a)(1)

a. Informs the person that he or she may be displaced for the project and generally describes the relocation payment(s) for which the person may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);

49 CFR  
24.203(a)(2)

b. Informs the displaced person that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the displaced person successfully relocate;

49 CFR  
24.203(a)(3)

c. Informs the displaced person that he or she will not be required to move without at least 90 days advance written notice (see § II.D.3), and informs any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;

49 CFR  
24.203(a)(4)

d. Informs the displaced person that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child, as defined in § II.I.8; and

49 CFR  
24.203(a)(5)

e. Describes the displaced person's right to appeal the City's determination as to a person's application for assistance for which a person may be eligible under this part.

49 CFR  
24.203(b)

2. Notice of relocation eligibility. Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire (described in § II.D.4), the initiation of negotiations (defined in § II.C), or actual acquisition, whichever occurs first. When this occurs, the City shall promptly notify all occupants in writing of their eligibility for applicable relocation assistance.

49 CFR  
24.203(c)

3. Ninety-day notice.

49 CFR  
24.203(c)(1)

a. General. No lawful occupant shall be required to move unless he or she has received at least 90 days advance written notice of the earliest date by which he or she may be required to move.

- 49 CFR  
24.203(c)(2) b. Timing of notice. The City may issue the notice 90 days or earlier before it expects the person to be displaced.
- 49 CFR  
24.203(c)(3) c. Content of notice. The 90-day notice shall either state a specific date as the earliest date by which the occupant may be required to move, or state that the occupant will receive a further notice indicating, at least 30 days in advance, the specific date by which he or she must move. If the 90-day notice is issued before a comparable replacement dwelling is made available, the notice must state clearly that the occupant will not have to move earlier than 90 days after such a dwelling is made available. (See § II.E.1)
- 49 CFR  
24.203(c)(4) d. Urgent need. In unusual circumstances, an occupant may be required to vacate the property on less than 90 days advance written notice if the City determines that a 90-day notice is impracticable, such as when the person's continued occupancy of the property would constitute a substantial danger to health or safety. A copy of the City's determination shall be included in the applicable case file.
- 49 CFR  
24.203(d) 4. Notice of intent to acquire. A notice of intent to acquire is the City's written communication that is provided to a person to be displaced, including those to be displaced by rehabilitation or demolition activities from property acquired prior to the commitment of Federal financial assistance to the activity, which clearly sets forth that the City intends to acquire the property. A notice of intent to acquire establishes eligibility for relocation assistance prior to the initiation of negotiations and/or prior to the commitment of Federal financial assistance. (See 49 CFR 24.2(a)(9)(i)(A).)
- 49 CFR  
24.204  
49 CFR  
24.204(a) **E. Availability of comparable replacement dwelling before displacement.**
1. General. No person to be displaced shall be required to move from his or her dwelling unless at least one comparable replacement dwelling (defined at § II.E.4) has been made available to the person. When possible, three or more comparable replacement dwellings shall be made available. A comparable replacement dwelling will be considered to have been made available to a person, if:
- 49 CFR  
24.204(a)(1) a. The person is informed of its location;
- 49 CFR  
24.204(a)(2) b. The person has sufficient time to negotiate and enter into a purchase agreement or lease for the property; and
- 49 CFR  
24.204(a)(3) c. Subject to reasonable safeguards, the person is assured of receiving the relocation assistance and acquisition payment to which the person is entitled in sufficient time to complete the purchase or lease of the property.
- 49 CFR  
24.204(b) 2. Circumstances permitting waiver. HUD, if funding the project, may grant a waiver of the policy in § II.E.1 in any case where it is demonstrated that a person must move because of:

- 49 CFR  
24.204(b)(1) a. A major disaster as defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5122);
- 49 CFR  
24.204(b)(2) b. A presidentially declared national emergency; or
- 49 CFR  
24.204(b)(3) c. Another emergency which requires immediate vacation of the real property, such as when continued occupancy of the displacement dwelling constitutes a substantial danger to the health or safety of the occupants or the public.
- 49 CFR  
24.204(c) 3. Basic conditions of emergency move. Whenever a person to be displaced is required to relocate from the displacement dwelling for a temporary period because of an emergency as described in § II.E.2, the City shall:
- 49 CFR  
24.204(c)(1) a. Take whatever steps are necessary to assure that the person is temporarily relocated to a decent, safe, and sanitary dwelling;
- 49 CFR  
24.204(c)(2) b. Pay the actual reasonable out-of-pocket moving expenses and any reasonable increase in rent and utility costs incurred in connection with the temporary relocation; and
- 49 CFR  
24.204(c)(3) c. Make available to the displaced person as soon as feasible, at least one comparable replacement dwelling. (For purposes of filing a claim and meeting the eligibility requirements for a relocation payment, the date of displacement is the date the person moves from the temporarily occupied dwelling.)
- 49 CFR  
24.2(a)(6) 4. Comparable replacement dwelling. The term *comparable replacement dwelling* means a dwelling which is:
- 49 CFR  
24.2(a)(6)(i) a. Decent, safe and sanitary as described in paragraph § II.E.5;
- 49 CFR  
24.2(a)(6)(ii) b. Functionally equivalent to the displacement dwelling. The term *functionally equivalent* means that it performs the same function, and provides the same utility. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features must be present. Generally, functional equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a dwelling may be used. However, in determining whether a replacement dwelling is functionally equivalent to the displacement dwelling, the City may consider reasonable trade-offs for specific features when the replacement unit is equal to or better than the displacement dwelling (See Appendix A);
- 49 CFR  
24.2(a)(6)(iii) c. Adequate in size to accommodate the occupants;
- 49 CFR  
24.2(a)(6)(iv) d. In an area not subject to unreasonable adverse environmental conditions;
- 49 CFR  
24.2(a)(6)(v) e. In a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person's place of employment;

49 CFR

24.2(a)(6)(vi)

f. On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools, or greenhouses. (See also § II.S.1.b);

49 CFR

24.2(a)(6)(vii)

g. Currently available to the displaced person on the private market except as provided in § II.E.4.i (See Appendix A); and

49 CFR

24.2(a)(6)(viii)

h. Within the financial means of the displaced person:

49 CFR

24.2(a)(6)(viii)(A)

(1) A replacement dwelling purchased by a homeowner in occupancy at the displacement dwelling for at least 180 days prior to initiation of negotiations (180-day homeowner) is considered to be within the homeowner's financial means if the homeowner will receive the full price differential as described in § II.Q.3, all increased mortgage interest costs as described at § II.Q.4 and all incidental expenses as described at § II.Q.5, plus any additional amount required to be paid under § II.T, Replacement housing of last resort.

49 CFR

24.2(a)(6)(viii)(B)

(2) A replacement dwelling rented by an eligible displaced person is considered to be within his or her financial means if, after receiving rental assistance under this part, the person's monthly rent and estimated average monthly utility costs for the replacement dwelling do not exceed the person's base monthly rental for the displacement dwelling as described at § II.R.2.b.

49 CFR

24.2(a)(6)(viii)(C)

(3) For a displaced person who is not eligible to receive a replacement housing payment because of the person's failure to meet length-of-occupancy requirements, comparable replacement rental housing is considered to be within the person's financial means if the City pays that portion of the monthly housing costs of a replacement dwelling which exceeds the person's base monthly rent for the displacement dwelling as described in § II.R.2.b. Such rental assistance must be paid under § II.T, Replacement housing of last resort.

49 CFR

24.2(a)(6)(ix)

i. For a person receiving government housing assistance before displacement, a dwelling that may reflect similar government housing assistance. In such cases any requirements of the government housing assistance program relating to the size of the replacement dwelling shall apply. (See Appendix A.)

49 CFR

24.2(a)(8)

5. Decent, safe, and sanitary dwelling. The term *decent, safe, and sanitary dwelling* means a dwelling which meets local housing and occupancy codes. However, any of the following standards which are not met by the local code shall apply unless waived for good cause by HUD, if funding the project. The dwelling shall:

49 CFR

24.2(a)(8)(i)

a. Be structurally sound, weather tight, and in good repair;

- 49 CFR  
24.2(a)(8)(ii) b. Contain a safe electrical wiring system adequate for lighting and other devices;
- 49 CFR  
24.2(a)(8)(iii) c. Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system;
- 49 CFR  
24.2(a)(8)(iv) d. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. The number of persons occupying each habitable room used for sleeping purposes shall not exceed that permitted by local housing codes or, in the absence of local codes, the policies of the City. In addition, the City shall follow the requirements for separate bedrooms for children of the opposite gender included in local housing codes or in the absence of local codes, the policies of the City;
- 49 CFR  
24.2(a)(8)(v) e. There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator;
- 49 CFR  
24.2(a)(8)(vi) f. Contains unobstructed egress to safe, open space at ground level; and
- 49 CFR  
24.2(a)(8)(vii) g. For a displaced person with a disability, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such displaced person. (See Appendix A.)
- 49 CFR  
24.205  
49 CFR  
24.205(a) **F. Relocation planning, advisory services, and coordination.**
1. Relocation planning. During the early stages of development, the City shall plan Federal and federally-assisted programs or projects in such a manner that recognizes the problems associated with the displacement of individuals, families, businesses, farms, and nonprofit organizations and develop solutions to minimize the adverse impacts of displacement. Such planning, where appropriate, shall precede any action by the City which will cause displacement, and should be scoped to the complexity and nature of the anticipated displacing activity including an evaluation of program resources available to carry out timely and orderly relocations. Planning may involve a relocation survey or study, which may include the following:
- 49 CFR  
24.205(a)(1) a. An estimate of the number of households to be displaced including information such as owner/tenant status, estimated value and rental rates of properties to be acquired, family characteristics, and special consideration of the impacts on minorities, the elderly, large families, and persons with disabilities when applicable.

49 CFR  
24.205(a)(2)

b. An estimate of the number of comparable replacement dwellings in the area (including price ranges and rental rates) that are expected to be available to fulfill the needs of those households displaced. When an adequate supply of comparable housing is not expected to be available, the City should consider housing of last resort actions.

49 CFR  
24.205(a)(3)

c. An estimate of the number, type and size of the businesses, farms, and nonprofit organizations to be displaced and the approximate number of employees that may be affected.

49 CFR  
24.205(a)(4)

d. An estimate of the availability of replacement business sites. When an adequate supply of replacement business sites is not expected to be available, the impacts of displacing the businesses should be considered and addressed. Planning for displaced businesses which are reasonably expected to involve complex or lengthy moving processes or small businesses with limited financial resources and/or few alternative relocation sites should include an analysis of business moving problems.

49 CFR  
24.205(a)(5)

e. Consideration of any special relocation advisory services that may be necessary from the City and other cooperating Agencies.

49 CFR  
24.205(b)

2. Loans for planning and preliminary expenses. In the event that the City elects to consider using the duplicative provision in section 215 of the URA which permits the use of project funds for loans to cover planning and other preliminary expenses for the development of additional housing, the City will establish criteria and procedures for such use upon the request of HUD, if funding the program or project.

49 CFR  
24.205(c)

3. Relocation assistance advisory services.

49 CFR  
24.205(c)(1)

a. General. The City shall carry out a relocation assistance advisory program which satisfies the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), and Executive Order 11063 (27 FR 11527, November 24, 1962), and offer the services described in § II.F.3.(b). If the City determines that a person occupying property adjacent to the real property acquired for the project is caused substantial economic injury because of such acquisition, it may offer advisory services to such person.

49 CFR  
24.205(c)(2)

b. Services to be provided. The advisory program shall include such measures, facilities, and services as may be necessary or appropriate in order to:

49 CFR  
24.205(c)(2)(i)

(1) Determine, for nonresidential (businesses, farm and nonprofit organizations) displacements, the relocation needs and preferences of each business (farm and nonprofit organization) to be displaced and explain the relocation payments and other assistance for which the business may be eligible, the related eligibility requirements, and the procedures for



obtaining such assistance. This shall include a personal interview with each business. At a minimum, interviews with displaced business owners and operators should include the following items:

49 CFR

24.205(c)(2)(i)(A)

(a) The business's replacement site requirements, current lease terms and other contractual obligations and the financial capacity of the business to accomplish the move.

49 CFR

24.205(c)(2)(i)(B)

(b) Determination of the need for outside specialists in accordance with § II.K.7.1 that will be required to assist in planning the move, assistance in the actual move, and in the reinstallation of machinery and/or other personal property.

49 CFR

24.205(c)(2)(i)(C)

(c) For businesses, an identification and resolution of personalty/realty issues. Every effort must be made to identify and resolve realty/personalty issues prior to, or at the time of, the appraisal of the property.

49 CFR

24.205(c)(2)(i)(D)

(d) An estimate of the time required for the business to vacate the site.

49 CFR

24.205(c)(2)(i)(E)

(e) An estimate of the anticipated difficulty in locating a replacement property.

49 CFR

24.205(c)(2)(i)(F)

(f) An identification of any advance relocation payments required for the move, and the City's legal capacity to provide them.

49 CFR

24.205(c)(2)(ii)

(2) Determine, for residential displacements, the relocation needs and preferences of each person to be displaced and explain the relocation payments and other assistance for which the person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance. This shall include a personal interview with each residential displaced person.

49 CFR

24.205(c)(2)(ii)(A)

(a) Provide current and continuing information on the availability, purchase prices, and rental costs of comparable replacement dwellings, and explain that the person cannot be required to move unless at least one comparable replacement dwelling is made available as set forth in § II.E.1.

49 CFR

24.205(c)(2)(ii)(B)

(b) As soon as feasible, the City shall inform the person in writing of the specific comparable replacement dwelling and the price or rent used for establishing the upper limit of the replacement housing payment (see §§ II.S.1 and 2) and the basis for the determination, so that the person is aware of the maximum replacement housing payment for which he or she may qualify.

49 CFR

24.205(c)(2)(ii)(C)

(c) Where feasible, housing shall be inspected prior to being made available to assure that it meets applicable standards. (See § II.E.5.) If such an inspection is not made, the City shall notify the person to be displaced that a replacement housing payment may not be made unless

the replacement dwelling is subsequently inspected and determined to be decent, safe, and sanitary.

49 CFR

24.205(c)(2)(ii)(D)

(d) Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require the City to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling. (See Appendix A.)

49 CFR

24.205(c)(2)(ii)(E)

(e) The City shall offer all persons transportation to inspect housing to which they are referred.

49 CFR

24.205(c)(2)(ii)(F)

(f) Any displaced person that may be eligible for government housing assistance at the replacement dwelling shall be advised of any requirements of such government housing assistance program that would limit the size of the replacement dwelling (see § II.E.4.i), as well as of the long term nature of such rent subsidy, and the limited (42 month) duration of the relocation rental assistance payment.

49 CFR

24.205(c)(2)(iii)

(3) Provide, for nonresidential moves, current and continuing information on the availability, purchase prices, and rental costs of suitable commercial and farm properties and locations. Assist any person displaced from a business or farm operation to obtain and become established in a suitable replacement location.

49 CFR

24.205(c)(2)(iv)

(4) Minimize hardships to persons in adjusting to relocation by providing counseling, advice as to other sources of assistance that may be available, and such other help as may be appropriate.

49 CFR

24.205(c)(2)(v)

(5) Supply persons to be displaced with appropriate information concerning Federal and State housing programs, disaster loan and other programs administered by the Small Business Administration, and other Federal and State programs offering assistance to displaced persons, and technical help to persons applying for such assistance.

49 CFR

24.205(d)

4. Coordination of relocation activities. Relocation activities shall be coordinated with project work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced receive consistent treatment and the duplication of functions is minimized. (See 49 CFR 24.6.)

49 CFR

24.205(e)

5. Any person who occupies property acquired by the City, when such occupancy began subsequent to the acquisition of the property, and the occupancy is permitted by a short term rental agreement or an agreement subject to termination when the property is needed for a program or project, shall be eligible for advisory services, as determined by the City.

49 CFR

24.206

49 CFR

24.206(a)

## **G. Eviction for cause.**

1. Eviction for cause must conform to applicable State and local law. Any person who occupies the real property and is not in unlawful occupancy on the date of the initiation of negotiations, is presumed to be entitled to relocation payments and other assistance set forth in this part unless the City determines that:

49 CFR

24.206(a)(1)

a. The person received an eviction notice prior to the initiation of negotiations and, as a result of that notice is later evicted; or

49 CFR

24.206(a)(2)

b. The person is evicted after the initiation of negotiations for serious or repeated violation of material terms of the lease or occupancy agreement; and

49 CFR

24.206(a)(3)

c. In either case the eviction was not undertaken for the purpose of evading the obligation to make available the payments and other assistance set forth in this part.

49 CFR

24.206(b)

2. For purposes of determining eligibility for relocation payments, the date of displacement is the date the person moves, or if later, the date a comparable replacement dwelling is made available. This section applies only to persons who would otherwise have been displaced by the project. (See Appendix A.)

49 CFR

24.207

49 CFR

24.207(a)

## **H. General requirements – claims for relocation payments.**

1. Documentation. Any claim for a relocation payment shall be supported by such documentation as may be reasonably required to support expenses incurred, such as bills, certified prices, appraisals, or other evidence of such expenses. A displaced person must be provided reasonable assistance necessary to complete and file any required claim for payment.

49 CFR

24.207(b)

2. Expeditious payments. The City shall review claims in an expeditious manner. The claimant shall be promptly notified as to any additional documentation that is required to support the claim. Payment for a claim shall be made as soon as feasible following receipt of sufficient documentation to support the claim.

49 CFR

24.207(c)

3. Advanced payments. If a person demonstrates the need for an advanced relocation payment in order to avoid or reduce a hardship, the City shall issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.

49 CFR

24.207(d)

49 CFR

24.207(d)(1)

4. Time for filing.

a. All claims for a relocation payment shall be filed with the City no later than 18 months after:

49 CFR

24.207(d)(1)(i)

(1) For tenants, the date of displacement.

49 CFR 24.207(d)(1)(ii)	(2) For owners, the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.
49 CFR 24.207(d)(2)	b. The City shall waive this time period for good cause.
49 CFR 24.207(e)	5. Notice of denial of claim. If the City disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination, and the procedures for appealing that determination.
49 CFR 24.207(f)	6. No waiver of relocation assistance. The City shall not propose or request that a displaced person waive his or her rights or entitlements to relocation assistance and benefits provided by the Uniform Act and this regulation.
49 CFR 24.207(g)	7. Expenditure of payments. Payments, provided pursuant to this part, shall not be considered to constitute Federal financial assistance. Accordingly, this part does not apply to the expenditure of such payments by, or for, a displaced person.
49 CFR 24.208	<b>I. Aliens not lawfully present in the United States.</b>
49 CFR 24.208(a)	1. Each person seeking relocation payments or relocation advisory assistance shall, as a condition of eligibility, certify:
49 CFR 24.208(a)(1)	a. In the case of an individual, that he or she is either a citizen or national of the United States, or an alien who is lawfully present in the United States.
49 CFR 24.208(a)(2)	b. In the case of a family, that each family member is either a citizen or national of the United States, or an alien who is lawfully present in the United States. The certification may be made by the head of the household on behalf of other family members.
49 CFR 24.208(a)(3)	c. In the case of an unincorporated business, farm, or nonprofit organization, that each owner is either a citizen or national of the United States, or an alien who is lawfully present in the United States. The certification may be made by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest.
49 CFR 24.208(a)(4)	d. In the case of an incorporated business, farm, or nonprofit organization, that the corporation is authorized to conduct business within the United States.
49 CFR 24.208(b)	2. The certification provided pursuant to §§ II.I.1.a, b and c shall indicate whether such person is either a citizen or national of the United States, or an alien who is lawfully present in the United States. Requirements concerning the certification in addition to those contained in this rule shall be within the discretion of the Federal funding Agency and, within those parameters, that of the City.
49 CFR 24.208(c)	3. In computing relocation payments under the Uniform Act, if any member(s) of a household or owner(s) of an unincorporated business, farm, or nonprofit

organization is (are) determined to be ineligible because of a failure to be legally present in the United States, no relocation payments may be made to him or her. Any payment(s) for which such household, unincorporated business, farm, or nonprofit organization would otherwise be eligible shall be computed for the household, based on the number of eligible household members and for the unincorporated business, farm, or nonprofit organization, based on the ratio of ownership between eligible and ineligible owners.

49 CFR  
24.208(d)

4. The City shall consider the certification provided pursuant to § II.I.1 to be valid, unless the City determines in accordance with § II.I.6 that it is invalid based on a review of an alien's documentation or other information that the City considers reliable and appropriate.

49 CFR  
24.208(e)

5. Any review by the City of the certifications provided pursuant to § II.I.1 of this section shall be conducted in a nondiscriminatory fashion. The City will apply the same standard of review to all such certifications it receives, except that such standard may be revised periodically.

49 CFR  
24.208(f)

6. If, based on a review of an alien's documentation or other credible evidence, the City has reason to believe that a person's certification is invalid (for example a document reviewed does not on its face reasonably appear to be genuine), and that, as a result, such person may be an alien not lawfully present in the United States, it shall obtain the following information before making a final determination:

49 CFR  
24.208(f)(1)

a. If the City has reason to believe that the certification of a person who has certified that he or she is an alien lawfully present in the United States is invalid, the City shall obtain verification of the alien's status from the local Bureau of Citizenship and Immigration Service (BCIS) Office. A list of local BCIS offices is available at:

<http://www.uscis.gov/graphics/fieldoffices/alphaa.htm>.

Any request for BCIS verification shall include the alien's full name, date of birth and alien number, and a copy of the alien's documentation. (If the City is unable to contact the BCIS, it may contact the FHWA in Washington, DC, Office of Real Estate Services or Office of Chief Counsel for a referral to the BCIS.)

49 CFR  
24.208(f)(2)

b. If the City has reason to believe that the certification of a person who has certified that he or she is a citizen or national is invalid, the City shall request evidence of United States citizenship or nationality from such person and, if considered necessary, verify the accuracy of such evidence with the issuer.

49 CFR  
24.208(g)

7. No relocation payments or relocation advisory assistance shall be provided to a person who has not provided the certification described in this section or who has been determined to be not lawfully present in the United States, unless such person can demonstrate to the City's satisfaction that the denial of relocation assistance will result in an exceptional and extremely unusual hardship to such

person's spouse, parent, or child who is a citizen of the United States, or is an alien lawfully admitted for permanent residence in the United States.

49 CFR  
24.208(h)

8. For purposes of § II.I.7, “exceptional and extremely unusual hardship” to such spouse, parent, or child of the person not lawfully present in the United States means that the denial of relocation payments and advisory assistance to such person will directly result in:

49 CFR  
24.208(h)(1)

a. A significant and demonstrable adverse impact on the health or safety of such spouse, parent, or child;

49 CFR  
24.208(h)(2)

b. A significant and demonstrable adverse impact on the continued existence of the family unit of which such spouse, parent, or child is a member; or

49 CFR  
24.208(h)(3)

c. Any other impact that the City determines will have a significant and demonstrable adverse impact on such spouse, parent, or child.

49 CFR  
24.208(i)

9. The certification referred to in § II.I.1 may be included as part of the claim for relocation payments described in § II.H.

49 CFR  
24.209

#### **J. Relocation payments not considered as income.**

No relocation payment received by a displaced person under this part shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been re-designated as the Internal Revenue Code of 1986 (Title 26, U.S. Code), or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act (42 U.S. Code 301 et seq.) or any other Federal law, except for any Federal law providing low-income housing assistance.

49 CFR  
24.301

#### **K. Payment for actual reasonable moving and related expenses.**

49 CFR  
24.301(a)

##### **1. General.**

49 CFR  
24.301(a)(1)

a. Any owner-occupant or tenant who qualifies as a displaced person (defined at § II.B) and who moves from a dwelling (including a mobile home) or who moves from a business, farm or nonprofit organization is entitled to payment of his or her actual moving and related expenses, as the City determines to be reasonable and necessary.

49 CFR  
24.301(a)(2)

b. A non-occupant owner of a rented mobile home is eligible for actual cost reimbursement under § II.K to relocate the mobile home. If the mobile home is not acquired as real estate, but the homeowner-occupant obtains a replacement housing payment under one of the circumstances described at 49 CFR 24.502(a)(3), the home-owner occupant is not eligible for payment for moving the mobile home, but may be eligible for a payment for moving personal property from the mobile home.

49 CFR  
24.301(b)

2. Moves from a dwelling. A displaced person's actual, reasonable and necessary moving expenses for moving personal property from a dwelling may be determined based on the cost of one, or a combination of the following methods: (Eligible expenses for moves from a dwelling include the expenses described in §§ II.K.7.a through g. Self-moves based on the lower of two bids or estimates are not eligible for reimbursement under this section.)

49 CFR  
24.301(b)(1)

a. Commercial move--moves performed by a professional mover.

49 CFR  
24.301(b)(2)

b. Self-move--moves that may be performed by the displaced person in one or a combination of the following methods:

49 CFR  
24.301(b)(2)(i)

(1) Fixed Residential Moving Cost Schedule. (Described in § II.L.)

49 CFR  
24.301(b)(2)(ii)

(2) Actual cost move. Supported by receipted bills for labor and equipment. Hourly labor rates should not exceed the cost paid by a commercial mover. Equipment rental fees should be based on the actual cost of renting the equipment but not exceed the cost paid by a commercial mover.

49 CFR  
24.301(c)

3. Moves from a mobile home. A displaced person's actual, reasonable and necessary moving expenses for moving personal property from a mobile home may be determined based on the cost of one, or a combination of the following methods: (self-moves based on the lower of two bids or estimates are not eligible for reimbursement under this section. Eligible expenses for moves from a mobile home include those expenses described in §§ II.K.7.a through g. In addition to the items in § II.K.1, the owner-occupant of a mobile home that is moved as personal property and used as the person's replacement dwelling, is also eligible for the moving expenses described in §§ II.K.7.h through j.)

49 CFR  
24.301(c)(1)

a. Commercial move--moves performed by a professional mover.

49 CFR  
24.301(c)(2)

b. Self-move--moves that may be performed by the displaced person in one or a combination of the following methods:

49 CFR  
24.301(c)(2)(i)

(1) Fixed Residential Moving Cost Schedule. (Described in § II.L.)

49 CFR  
24.301(c)(2)(ii)

(2) Actual cost move. Supported by receipted bills for labor and equipment. Hourly labor rates should not exceed the cost paid by a commercial mover. Equipment rental fees should be based on the actual cost of renting the equipment but not exceed the cost paid by a commercial mover.

49 CFR  
24.301(d)

4. Moves from a business, farm or nonprofit organization. Personal property as determined by an inventory from a business, farm or nonprofit organization may be moved by one or a combination of the following methods: (Eligible expenses for moves from a business, farm or nonprofit organization include those expenses described in §§ II.K.7.a through g, §§ II.K.7.k through r and § II.M.)

- 49 CFR  
24.301(d)(1) a. Commercial move. Based on the lower of two bids or estimates prepared by a commercial mover. At the City's discretion, payment for a low cost or uncomplicated move may be based on a single bid or estimate.
- 49 CFR  
24.301(d)(2) b. Self-move. A self-move payment may be based on one or a combination of the following:
- 49 CFR  
24.301(d)(2)(i) (1) The lower of two bids or estimates prepared by a commercial mover or qualified City staff person. At the City's discretion, payment for a low cost or uncomplicated move may be based on a single bid or estimate; or
- 49 CFR  
24.301(d)(2)(ii) (2) Supported by receipted bills for labor and equipment. Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and, equipment rental fees should be based on the actual rental cost of the equipment but not to exceed the cost paid by a commercial mover.
- 49 CFR  
24.301(e) 5. Personal property only. Eligible expenses for a person who is required to move personal property from real property but is not required to move from a dwelling (including a mobile home), business, farm or nonprofit organization include those expenses described in §§ II.K.7.a through g and § II.K.7.r. (See Appendix A.)
- 49 CFR  
24.301(f) 6. Advertising signs. The amount of a payment for direct loss of an advertising sign, which is personal property shall be the lesser of:
- 49 CFR  
24.301(f)(1) a. The depreciated reproduction cost of the sign, as determined by the City, less the proceeds from its sale; or
- 49 CFR  
24.301(f)(2) b. The estimated cost of moving the sign, but with no allowance for storage.
- 49 CFR  
24.301(g) 7. Eligible actual moving expenses.
- 49 CFR  
24.301(g)(1) a. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the City determines that relocation beyond 50 miles is justified.
- 49 CFR  
24.301(g)(2) b. Packing, crating, unpacking, and uncrating of the personal property.
- 49 CFR  
24.301(g)(3) c. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.



49 CFR 24.301(g)(4)	d. Storage of the personal property for a period not to exceed 12 months, unless the City determines that a longer period is necessary.
49 CFR 24.301(g)(5)	e. Insurance for the replacement value of the property in connection with the move and necessary storage.
49 CFR 24.301(g)(6)	f. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
49 CFR 24.301(g)(7)	g. Other moving-related expenses that are not listed as ineligible under § II.K.8, as the City determines to be reasonable and necessary.
49 CFR 24.301(g)(8)	h. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility “hookup” charges.
49 CFR 24.301(g)(9)	i. The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
49 CFR 24.301(g)(10)	j. The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the City determines that payment of the fee is necessary to effect relocation.
49 CFR 24.301(g)(11)	k. Any license, permit, fees or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, fees or certification.
49 CFR 24.301(g)(12)	l. Professional services as the City determines to be actual, reasonable and necessary for:
49 CFR 24.301(g)(12)(i)	(1) Planning the move of the personal property;
49 CFR 24.301(g)(12)(ii)	(2) Moving the personal property; and
49 CFR 24.301(g)(12)(iii)	(3) Installing the relocated personal property at the replacement location.
49 CFR 24.301(g)(13)	m. Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.
49 CFR 24.301(g)(14)	n. Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment shall consist of the lesser of:
49 CFR 24.301(g)(14)(i)	(1) The fair market value in place of the item, as is for continued use, less the proceeds from its sale. (To be eligible for payment, the claimant

must make a good faith effort to sell the personal property, unless the City determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value shall be based on the cost of the goods to the business, not the potential selling prices.); or

49 CFR

24.301(g)(14)(ii)

(2) The estimated cost of moving the item as is, but not including any allowance for storage; or for reconnecting a piece of equipment if the equipment is in storage or not being used at the acquired site. (See Appendix A.) If the business or farm operation is discontinued, the estimated cost of moving the item shall be based on a moving distance of 50 miles.

49 CFR

24.301(g)(15)

o. The reasonable cost incurred in attempting to sell an item that is not to be relocated.

49 CFR

24.301(g)(16)

p. Purchase of substitute personal property. If an item of personal property, which is used as part of a business or farm operation is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:

49 CFR

24.301(g)(16)(i)

(1) The cost of the substitute item, including installation costs of the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or

49 CFR

24.301(g)(16)(ii)

(2) The estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At the City's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.

49 CFR

24.301(g)(17)

q. Searching for a replacement location. A business or farm operation is entitled to reimbursement for actual expenses, not to exceed \$2,500, as the City determines to be reasonable, which are incurred in searching for a replacement location, including:

49 CFR

24.301(g)(17)(i)

(1) Transportation;

49 CFR

24.301(g)(17)(ii)

(2) Meals and lodging away from home;

49 CFR

24.301(g)(17)(iii)

(3) Time spent searching, based on reasonable salary or earnings;

49 CFR

24.301(g)(17)(iv)

(4) Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such sites;

49 CFR

24.301(g)(17)(v)

(5) Time spent in obtaining permits and attending zoning hearings; and

- 49 CFR  
24.301(g)(17)(vi) (6) Time spent negotiating the purchase of a replacement site based on a reasonable salary or earnings.
- 49 CFR  
24.301(g)(18) r. Low value/high bulk. When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the City, the allowable moving cost payment shall not exceed the lesser of: The amount which would be received if the property were sold at the site or the replacement cost of a comparable quantity delivered to the new business location. Examples of personal property covered by this provision include, but are not limited to, stockpiled sand, gravel, minerals, metals and other similar items of personal property as determined by the City.
- 49 CFR  
24.301(h) 8. Ineligible moving and related expenses. A displaced person is not entitled to payment for:
- 49 CFR  
24.301(h)(1) a. The cost of moving any structure or other real property improvement in which the displaced person reserved ownership. (However, this part does not preclude the computation under § II.Q.3.b(3));
- 49 CFR  
24.301(h)(2) b. Interest on a loan to cover moving expenses;
- 49 CFR  
24.301(h)(3) c. Loss of goodwill;
- 49 CFR  
24.301(h)(4) d. Loss of profits;
- 49 CFR  
24.301(h)(5) e. Loss of trained employees;
- 49 CFR  
24.301(h)(6) f. Any additional operating expenses of a business or farm operation incurred because of operating in a new location except as provided in § II.N.1.f;
- 49 CFR  
24.301(h)(7) g. Personal injury;
- 49 CFR  
24.301(h)(8) h. Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the City;
- 49 CFR  
24.301(h)(9) i. Expenses for searching for a replacement dwelling;
- 49 CFR  
24.301(h)(10) j. Physical changes to the real property at the replacement location of a business or farm operation except as provided in § III.K.7.c and § III.N.1;
- 49 CFR  
24.301(h)(11) k. Costs for storage of personal property on real property already owned or leased by the displaced person, and
- 49 CFR  
24.301(h)(12) l. Refundable security and utility deposits.
- 49 CFR  
24.301(i) 9. Notification and inspection (nonresidential). The City shall inform the displaced person, in writing, of the requirements of this section as soon as

possible after the initiation of negotiations. This information may be included in the relocation information provided the displaced person as set forth in § II.D. To be eligible for payments under this section the displaced person must:

49 CFR

24.301(i)(1)

a. Provide the City reasonable advance notice of the approximate date of the start of the move or disposition of the personal property and an inventory of the items to be moved. However, the City may waive this notice requirement after documenting its file accordingly.

49 CFR

24.301(i)(2)

b. Permit the City to make reasonable and timely inspections of the personal property at both the displacement and replacement sites and to monitor the move.

49 CFR

24.301(j)

10. Transfer of ownership (nonresidential). Upon request and in accordance with applicable law, the claimant shall transfer to the City ownership of any personal property that has not been moved, sold, or traded in.

49 CFR

24.302

**L. Fixed payment for moving expenses – residential moves.**

Any person displaced from a dwelling or a seasonal residence or a dormitory style room is entitled to receive a fixed moving cost payment as an alternative to a payment for actual moving and related expenses under § II.K. This payment shall be determined according to the Fixed Residential Moving Cost Schedule<sup>1</sup> approved by the Federal Highway Administration and published in the Federal Register on a periodic basis. The payment to a person with minimal personal possessions who is in occupancy of a dormitory style room or a person whose residential move is performed by the City at no cost to the person shall be limited to the amount stated in the most recent edition of the Fixed Residential Moving Cost Schedule .

49 CFR

24.303

**M. Related nonresidential eligible expenses.**

The following expenses, in addition to those provided by § II.K for moving personal property, shall be provided if the City determines that they are actual, reasonable and necessary:

49 CFR

24.303(a)

1. Connection to available nearby utilities from the right-of-way to improvements at the replacement site.

49 CFR

24.303(b)

2. Professional services performed prior to the purchase or lease of a replacement site to determine its suitability for the displaced person's business operation including but not limited to, soil testing, feasibility and marketing studies (excluding any fees or commissions directly related to the purchase or

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<sup>1</sup> The Fixed Residential Moving Cost Schedule is available at the following URL: <http://www.fhwa.dot.gov/realestate/fixsch96.htm>. Agencies are cautioned to ensure they are using the most recent edition.

lease of such site). At the discretion of the City a reasonable pre-approved hourly rate may be established. (See Appendix A.)

49 CFR  
24.303(c)

3. Impact fees or one time assessments for anticipated heavy utility usage, as determined necessary by the City.

49 CFR  
24.304

**N. Reestablishment expenses – nonresidential moves.**

In addition to the payments available under § II.K and § II.M, a small business, as defined in 49 CFR 24.2(a)(24), farm or nonprofit organization is entitled to receive a payment, not to exceed \$10,000, for expenses actually incurred in relocating and reestablishing such small business, farm or nonprofit organization at a replacement site.

49 CFR  
24.304(a)

1. Eligible expenses. Reestablishment expenses must be reasonable and necessary, as determined by the City. They include, but are not limited to, the following:

49 CFR  
24.304(a)(1)

a. Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance.

49 CFR  
24.304(a)(2)

b. Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.

49 CFR  
24.304(a)(3)

c. Construction and installation costs for exterior signing to advertise the business.

49 CFR  
24.304(a)(4)

d. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling, or carpeting.

49 CFR  
24.304(a)(5)

e. Advertisement of replacement location.

49 CFR  
24.304(a)(6)

f. Estimated increased costs of operation during the first 2 years at the replacement site for such items as:

49 CFR  
24.304(a)(6)(i)

(1) Lease or rental charges;

49 CFR  
24.304(a)(6)(ii)

(2) Personal or real property taxes;

49 CFR  
24.304(a)(6)(iii)

(3) Insurance premiums; and

49 CFR  
24.304(a)(6)(iv)

(4) Utility charges, excluding impact fees.

49 CFR  
24.304(a)(7)

g. Other items that the City considers essential to the reestablishment of the business.

49 CFR  
24.304(b)

2. Ineligible expenses. The following is a nonexclusive listing of reestablishment expenditures not considered to be reasonable, necessary, or otherwise eligible:

- 49 CFR  
24.304(b)(1) a. Purchase of capital assets, such as, office furniture, filing cabinets, machinery, or trade fixtures.
- 49 CFR  
24.304(b)(2) b. Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.
- 49 CFR  
24.304(b)(3) c. Interest on money borrowed to make the move or purchase the replacement property.
- 49 CFR  
24.304(b)(4) d. Payment to a part-time business in the home which does not contribute materially (defined at 49 CFR 24.2(a)(7)) to the household income.

**O. Fixed payment for moving expenses – nonresidential moves.**

- 49 CFR  
24.305(a) 1. Business. A displaced business may be eligible to choose a fixed payment in lieu of the payments for actual moving and related expenses, and actual reasonable reestablishment expenses provided by §§ II.K, II.M and II.N. Such fixed payment, except for payment to a nonprofit organization, shall equal the average annual net earnings of the business, as computed in accordance with § II.O.5, but not less than \$1,000 nor more than \$20,000. The displaced business is eligible for the payment if the City determines that:
- 49 CFR  
24.305(a)(1) a. The business owns or rents personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move; and, the business vacates or relocates from its displacement site;
- 49 CFR  
24.305(a)(2) b. The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the City determines that it will not suffer a substantial loss of its existing patronage;
- 49 CFR  
24.305(a)(3) c. The business is not part of a commercial enterprise having more than three other entities which are not being acquired by the City, and which are under the same ownership and engaged in the same or similar business activities.
- 49 CFR  
24.305(a)(4) d. The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others;
- 49 CFR  
24.305(a)(5) e. The business is not operated at the displacement site solely for the purpose of renting the site to others; and
- 49 CFR  
24.305(a)(6) f. The business contributed materially to the income of the displaced person during the 2 taxable years prior to displacement. (49 CFR 24.2(a)(7).)
- 49 CFR  
24.305(b) 2. Determining the number of businesses. In determining whether two or more displaced legal entities constitute a single business, which is entitled to only one fixed payment, all pertinent factors shall be considered, including the extent to which:

49 CFR

24.305(b)(1)

a. The same premises and equipment are shared;

49 CFR

24.305(b)(2)

b. Substantially identical or interrelated business functions are carried out and business and financial affairs are commingled;

49 CFR

24.305(b)(3)

c. The entities are held out to the public, and to those customarily dealing with them, as one business; and

49 CFR

24.305(b)(4)

d. The same person or closely related persons own, control, or manage the affairs of the entities.

49 CFR

24.305(c)

3. Farm operation. A displaced farm operation (defined at 49 CFR 24.2(a)(12)) may choose a fixed payment, in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses, in an amount equal to its average annual net earnings as computed in accordance with § II.O.5, but not less than \$1,000 nor more than \$20,000. In the case of a partial acquisition of land, which was a farm operation before the acquisition, the fixed payment shall be made only if the City determines that:

49 CFR

24.305(c)(1)

a. The acquisition of part of the land caused the operator to be displaced from the farm operation on the remaining land; or

49 CFR

24.305(c)(2)

b. The partial acquisition caused a substantial change in the nature of the farm operation.

49 CFR

24.305(d)

4. Nonprofit organization. A displaced nonprofit organization may choose a fixed payment of \$1,000 to \$20,000, in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses, if the City determines that it cannot be relocated without a substantial loss of existing patronage (membership or clientele). A nonprofit organization is assumed to meet this test, unless the City demonstrates otherwise. Any payment in excess of \$1,000 must be supported with financial statements for the two 12-month periods prior to the acquisition. The amount to be used for the payment is the average of 2 years annual gross revenues less administrative expenses. (See Appendix A.)

49 CFR

24.305(e)

5. Average annual net earnings of a business or farm operation. The average annual net earnings of a business or farm operation are one-half of its net earnings before Federal, State, and local income taxes during the 2 taxable years immediately prior to the taxable year in which it was displaced. If the business or farm was not in operation for the full 2 taxable years prior to displacement, net earnings shall be based on the actual period of operation at the displacement site during the 2 taxable years prior to displacement, projected to an annual rate. Average annual net earnings may be based upon a different period of time when the City determines it to be more equitable. Net earnings include any compensation obtained from the business or farm operation by its owner, the owner's spouse, and dependents. The displaced person shall furnish the City proof of net earnings through income tax returns, certified financial statements, or other reasonable evidence, which the City determines is satisfactory. (See Appendix A.)

49 CFR  
24.306

**P. Discretionary utility relocation payments.**

The term *utility facility* means any electric, gas, water, steampower, or materials transmission or distribution system; any transportation system; any communications system, including cable television; and any fixtures, equipment, or other property associated with the operation, maintenance or repair of any such system. A utility facility may be publicly, privately, or cooperatively owned.

The term *utility relocation* means the adjustment of a utility facility required by the program or project undertaken by the City. It includes removing and reinstalling the facility, including necessary temporary facilities; acquiring necessary right-of-way on new location; moving, rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures. It shall also mean constructing a replacement facility that has the functional equivalency of the existing facility and is necessary for the continued operation of the utility service, the project economy, or sequence of project construction.

49 CFR

24.306(a)

1. Whenever a program or project undertaken by the displacing City causes the relocation of a utility facility (see 49 CFR 24.2(a)(31) and the relocation of the facility creates extraordinary expenses for its owner, the displacing City may, at its option, make a relocation payment to the owner for all or part of such expenses, if the following criteria are met:

49 CFR

24.306(a)(1)

a. The utility facility legally occupies State or local government property, or property over which the State or local government has an easement or right-of-way;

49 CFR

24.306(a)(2)

b. The utility facility's right of occupancy thereon is pursuant to State law or local ordinance specifically authorizing such use, or where such use and occupancy has been granted through a franchise, use and occupancy permit, or other similar agreement;

49 CFR

24.306(a)(3)

c. Relocation of the utility facility is required by and is incidental to the primary purpose of the project or program undertaken by the displacing City;

49 CFR

24.306(a)(4)

d. There is no Federal law, other than the URA, which clearly establishes a policy for the payment of utility moving costs that is applicable to the displacing City's program or project; and

49 CFR

24.306(a)(5)

e. State or local government reimbursement for utility moving costs or payment of such costs by the displacing City is in accordance with State law.

49 CFR

24.306(b)

2. For the purposes of this section, the term extraordinary expenses means those expenses which, in the opinion of the displacing City, are not routine or predictable expenses relating to the utility's occupancy of rights-of-way, and are not ordinarily budgeted as operating expenses, unless the owner of the utility facility has explicitly and knowingly agreed to bear such expenses as a condition



for use of the property, or has voluntarily agreed to be responsible for such expenses.

49 CFR  
24.306(c)

3. A relocation payment to a utility facility owner for moving costs under this section may not exceed the cost to functionally restore the service disrupted by the federally assisted program or project, less any increase in value of the new facility and salvage value of the old facility. The City and the utility facility owner shall reach prior agreement on the nature of the utility relocation work to be accomplished, the eligibility of the work for reimbursement, the responsibilities for financing and accomplishing the work, and the method of accumulating costs and making payment. (See Appendix A.)

49 CFR  
24.401

**Q. Replacement housing payment for 180-day homeowner-occupants.**

49 CFR  
24.401(a)

1. Eligibility. A displaced person is eligible for the replacement housing payment for a 180-day homeowner-occupant if the person:

49 CFR  
24.401(a)(1)

a. Has actually owned and occupied the displacement dwelling for not less than 180 days immediately prior to the initiation of negotiations; and

49 CFR  
24.401(a)(2)

b. Purchases and occupies a decent, safe, and sanitary replacement dwelling within one year after the later of the following dates (except that the City may extend such one year period for good cause):

49 CFR  
24.401(a)(2)(i)

(1) The date the displaced person receives final payment for the displacement dwelling or, in the case of condemnation, the date the full amount of the estimate of just compensation is deposited in the court; or

49 CFR  
24.401(a)(2)(ii)

(2) The date the displacing City's obligation under § II.E is met.

49 CFR  
24.401(b)

2. Amount of payment. The replacement housing payment for an eligible 180-day homeowner-occupant may not exceed \$22,500. (See also § II.T.) The payment under this subpart is limited to the amount necessary to relocate to a comparable replacement dwelling within one year from the date the displaced homeowner-occupant is paid for the displacement dwelling, or the date a comparable replacement dwelling is made available to such person, whichever is later. The payment shall be the sum of:

49 CFR  
24.401(b)(1)

a. The amount by which the cost of a replacement dwelling exceeds the acquisition cost of the displacement dwelling, as determined in accordance with § II.Q.3;

49 CFR  
24.401(b)(2)

b. The increased interest costs and other debt service costs which are incurred in connection with the mortgage(s) on the replacement dwelling, as determined in accordance with § II.Q.4; and

49 CFR  
24.401(b)(3)

c. The reasonable expenses incidental to the purchase of the replacement dwelling, as determined in accordance with § II.Q.5.

49 CFR  
24.401(c)

3. Price differential.

- 49 CFR  
24.401(c)(1)
- a. Basic computation. The price differential to be paid under § II.Q.2.a is the amount which must be added to the acquisition cost of the displacement dwelling and site (see 49 CFR 24.2(a)(11)) to provide a total amount equal to the lesser of:
- 49 CFR  
24.401(c)(1)(i)
- (1) The reasonable cost of a comparable replacement dwelling as determined in accordance with § II.S.1; or
- 49 CFR  
24.401(c)(1)(ii)
- (2) The purchase price of the decent, safe, and sanitary replacement dwelling actually purchased and occupied by the displaced person.
- 49 CFR  
24.401(c)(2)
- b. Owner retention of displacement dwelling. If the owner retains ownership of his or her dwelling, moves it from the displacement site, and reoccupies it on a replacement site, the purchase price of the replacement dwelling shall be the sum of:
- 49 CFR  
24.401(c)(2)(i)
- (1) The cost of moving and restoring the dwelling to a condition comparable to that prior to the move; and
- 49 CFR  
24.401(c)(2)(ii)
- (2) The cost of making the unit a decent, safe, and sanitary replacement dwelling (defined at § II.E.5); and
- 49 CFR  
24.401(c)(2)(iii)
- (3) The current market value for residential use of the replacement site (See Appendix A), unless the claimant rented the displacement site and there is a reasonable opportunity for the claimant to rent a suitable replacement site; and
- 49 CFR  
24.401(c)(2)(iv)
- (4) The retention value of the dwelling, if such retention value is reflected in the "acquisition cost" used when computing the replacement housing payment.
- 49 CFR  
24.401(d)
4. Increased mortgage interest costs. The City shall determine the factors to be used in computing the amount to be paid to a displaced person under § II.Q.2.b. The payment for increased mortgage interest cost shall be the amount which will reduce the mortgage balance on a new mortgage to an amount which could be amortized with the same monthly payment for principal and interest as that for the mortgage(s) on the displacement dwelling. In addition, payments shall include other debt service costs, if not paid as incidental costs, and shall be based only on bona fide mortgages that were valid liens on the displacement dwelling for at least 180 days prior to the initiation of negotiations. §§ II.Q.4.a through e shall apply to the computation of the increased mortgage interest costs payment, which payment shall be contingent upon a mortgage being placed on the replacement dwelling.
- 49 CFR  
24.401(d)(1)
- a. The payment shall be based on the unpaid mortgage balance(s) on the displacement dwelling; however, in the event the displaced person obtains a smaller mortgage than the mortgage balance(s) computed in the buydown determination, the payment will be prorated and reduced accordingly. (See Appendix A.) In the case of a home equity loan the unpaid balance shall be

49 CFR  
24.401(d)(2)

that balance which existed 180 days prior to the initiation of negotiations or the balance on the date of acquisition, whichever is less.

b. The payment shall be based on the remaining term of the mortgage(s) on the displacement dwelling or the term of the new mortgage, whichever is shorter.

49 CFR  
24.401(d)(3)

c. The interest rate on the new mortgage used in determining the amount of the payment shall not exceed the prevailing fixed interest rate for conventional mortgages currently charged by mortgage lending institutions in the area in which the replacement dwelling is located.

49 CFR  
24.401(d)(4)

d. Purchaser's points and loan origination or assumption fees, but not seller's points, shall be paid to the extent:

49 CFR  
24.401(d)(4)(i)

(1) They are not paid as incidental expenses;

49 CFR  
24.401(d)(4)(ii)

(2) They do not exceed rates normal to similar real estate transactions in the area;

49 CFR  
24.401(d)(4)(iii)

(3) The City determines them to be necessary; and

49 CFR  
24.401(d)(4)(iv)

(4) The computation of such points and fees shall be based on the unpaid mortgage balance on the displacement dwelling, less the amount determined for the reduction of the mortgage balance under this section.

49 CFR  
24.401(d)(5)

e. The displaced person shall be advised of the approximate amount of this payment and the conditions that must be met to receive the payment as soon as the facts relative to the person's current mortgage(s) are known and the payment shall be made available at or near the time of closing on the replacement dwelling in order to reduce the new mortgage as intended.

49 CFR  
24.401(e)

5. Incidental expenses. The incidental expenses to be paid under § II.Q.2.c or § II.R.3.a are those necessary and reasonable costs actually incurred by the displaced person incident to the purchase of a replacement dwelling, and customarily paid by the buyer, including:

49 CFR  
24.401(e)(1)

a. Legal, closing, and related costs, including those for title search, preparing conveyance instruments, notary fees, preparing surveys and plats, and recording fees.

49 CFR  
24.401(e)(2)

b. Lender, FHA, or VA application and appraisal fees.

49 CFR  
24.401(e)(3)

c. Loan origination or assumption fees that do not represent prepaid interest.

49 CFR  
24.401(e)(4)

d. Professional home inspection, certification of structural soundness, and termite inspection.

49 CFR  
24.401(e)(5)

e. Credit report.

49 CFR 24.401(e)(6)	f. Owner's and mortgagee's evidence of title, e.g., title insurance, not to exceed the costs for a comparable replacement dwelling.
49 CFR 24.401(e)(7)	g. Escrow agent's fee.
49 CFR 24.401(e)(8)	h. State revenue or documentary stamps, sales or transfer taxes (not to exceed the costs for a comparable replacement dwelling).
49 CFR 24.401(e)(9)	i. Such other costs as the City determine to be incidental to the purchase.
49 CFR 24.401(f)	6. Rental assistance payment for 180-day homeowner. A 180-day homeowner-occupant, who could be eligible for a replacement housing payment under § II.Q.1 but elects to rent a replacement dwelling, is eligible for a rental assistance payment. The amount of the rental assistance payment is based on a determination of market rent for the acquired dwelling compared to a comparable rental dwelling available on the market. The difference, if any, is computed in accordance with § II.R.2.a, except that the limit of \$5,250 does not apply, and disbursed in accordance with § II.R.2.c. Under no circumstances would the rental assistance payment exceed the amount that could have been received under § II.Q.2.a had the 180-day homeowner elected to purchase and occupy a comparable replacement dwelling.
49 CFR 24.402	<b>R. <u>Replacement housing payment for 90-day occupants.</u></b>
49 CFR 24.402(a)	1. Eligibility. A tenant or owner-occupant displaced from a dwelling is entitled to a payment not to exceed \$5,250 for rental assistance, as computed in accordance with § II.R.2, or downpayment assistance, as computed in accordance with § II.R.3, if such displaced person:
49 CFR 24.402(a)(1)	a. Has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and
49 CFR 24.402(a)(2)	b. Has rented, or purchased, and occupied a decent, safe, and sanitary replacement dwelling within 1 year (unless the City extends this period for good cause) after:
49 CFR 24.402(a)(2)(i)	(1) For a tenant, the date he or she moves from the displacement dwelling; or
49 CFR 24.402(a)(2)(ii)	(2) For an owner-occupant, the later of:
49 CFR 24.402(a)(2)(ii)(A)	(a) The date he or she receives final payment for the displacement dwelling, or in the case of condemnation, the date the full amount of the estimate of just compensation is deposited with the court; or
49 CFR 24.402(a)(2)(ii)(B)	(b) The date he or she moves from the displacement dwelling.
49 CFR 24.402(b)	2. Rental assistance payment.

49 CFR

24.402(b)(1)

a. Amount of payment. An eligible displaced person who rents a replacement dwelling is entitled to a payment not to exceed \$5,250 for rental assistance. (See § II.T.) Such payment shall be 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:

49 CFR

24.402(b)(1)(i)

(1) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or

49 CFR

24.402(b)(1)(ii)

(2) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

49 CFR

24.402(b)(2)

b. Base monthly rental for displacement dwelling. The base monthly rental for the displacement dwelling is the lesser of:

49 CFR

24.402(b)(2)(i)

(1) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the City (for an owner-occupant, use the fair market rent for the displacement dwelling. For a tenant who paid little or no rent for the displacement dwelling, use the fair market rent, unless its use would result in a hardship because of the person's income or other circumstances);

49 CFR

24.402(b)(2)(ii)

(2) Thirty (30) percent of the displaced person's average monthly gross household income if the amount is classified as "low income" by HUD's Annual Survey of Income Limits for the Public Housing and Section 8 Programs<sup>2</sup>. The base monthly rental shall be established solely on the criteria in § II.R.2.b(1) for persons with income exceeding the survey's "low income" limits, for persons refusing to provide appropriate evidence of income, and for persons who are dependents. A full time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise; or,

49 CFR

24.402(b)(2)(iii)

(3) The total of the amounts designated for shelter and utilities if the displaced person is receiving a welfare assistance payment from a program that designates the amounts for shelter and utilities.

49 CFR

24.402(b)(3)

c. Manner of disbursement. A rental assistance payment may, at the City's discretion, be disbursed in either a lump sum or in installments. However, except as limited by § II.S.6, the full amount vests immediately, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

49 CFR

24.402(c)

3. Downpayment assistance payment.

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<sup>2</sup> The U.S. Department of Housing and Urban Development's Public Housing and Section 8 Program Income Limits are updated annually and are available on FHWA's Web site at <http://www.fhwa.dot.gov/realestate/ua/ualic.htm>.

49 CFR  
24.402(c)(1)

a. Amount of payment. An eligible displaced person who purchases a replacement dwelling is entitled to a downpayment assistance payment in the amount the person would receive under § II.R.2 if the person rented a comparable replacement dwelling. At the City's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. However, the payment to a displaced homeowner shall not exceed the amount the owner would receive under § II.Q.2 if he or she met the 180-day occupancy requirement. If the City elects to provide the maximum payment of \$5,250 as a downpayment, the City shall apply this discretion in a uniform and consistent manner, so that eligible displaced persons in like circumstances are treated equally. A displaced person eligible to receive a payment as a 180-day owner-occupant under § II.Q.1 is not eligible for this payment. (See Appendix A.)

49 CFR  
24.402(c)(2)

b. Application of payment. The full amount of the replacement housing payment for downpayment assistance must be applied to the purchase price of the replacement dwelling and related incidental expenses.

49 CFR  
24.403  
49 CFR  
24.403(a)

**S. Additional rules governing replacement housing payments.**

1. Determining cost of comparable replacement dwelling. The upper limit of a replacement housing payment shall be based on the cost of a comparable replacement dwelling (defined at § II.E.4).

49 CFR  
24.403(a)(1)

a. If available, at least three comparable replacement dwellings shall be examined and the payment computed on the basis of the dwelling most nearly representative of, and equal to, or better than, the displacement dwelling.

49 CFR  
24.403(a)(2)

b. If the site of the comparable replacement dwelling lacks a major exterior attribute of the displacement dwelling site, (e.g., the site is significantly smaller or does not contain a swimming pool), the value of such attribute shall be subtracted from the acquisition cost of the displacement dwelling for purposes of computing the payment.

49 CFR  
24.403(a)(3)

c. If the acquisition of a portion of a typical residential property causes the displacement of the owner from the dwelling and the remainder is a buildable residential lot, the City may offer to purchase the entire property. If the owner refuses to sell the remainder to the City, the fair market value of the remainder may be added to the acquisition cost of the displacement dwelling for purposes of computing the replacement housing payment.

49 CFR  
24.403(a)(4)

d. To the extent feasible, comparable replacement dwellings shall be selected from the neighborhood in which the displacement dwelling was located or, if that is not possible, in nearby or similar neighborhoods where housing costs are generally the same or higher.

49 CFR  
24.403(a)(5)

e. Multiple occupants of one displacement dwelling. If two or more occupants of the displacement dwelling move to separate replacement

dwellings, each occupant is entitled to a reasonable prorated share, as determined by the City, of any relocation payments that would have been made if the occupants moved together to a comparable replacement dwelling. However, if the City determines that two or more occupants maintained separate households within the same dwelling, such occupants have separate entitlements to relocation payments.

49 CFR

24.403(a)(6)

f. Deductions from relocation payments. The City shall deduct the amount of any advance relocation payment from the relocation payment(s) to which a displaced person is otherwise entitled. The City shall not withhold any part of a relocation payment to a displaced person to satisfy an obligation to any other creditor.

49 CFR

24.403(a)(7)

g. Mixed-use and multifamily properties. If the displacement dwelling was part of a property that contained another dwelling unit and/or space used for nonresidential purposes, and/or is located on a lot larger than typical for residential purposes, only that portion of the acquisition payment which is actually attributable to the displacement dwelling shall be considered the acquisition cost when computing the replacement housing payment.

49 CFR

24.403(b)

2. Inspection of replacement dwelling. Before making a replacement housing payment or releasing the initial payment from escrow, the City or its designated representative shall inspect the replacement dwelling and determine whether it is a decent, safe, and sanitary dwelling as defined at § II.E.5.

49 CFR

24.403(c)

3. Purchase of replacement dwelling. A displaced person is considered to have met the requirement to purchase a replacement dwelling, if the person:

49 CFR

24.403(c)(1)

a. Purchases a dwelling;

49 CFR

24.403(c)(2)

b. Purchases and rehabilitates a substandard dwelling;

49 CFR

24.403(c)(3)

c. Relocates a dwelling which he or she owns or purchases;

49 CFR

24.403(c)(4)

d. Constructs a dwelling on a site he or she owns or purchases;

49 CFR

24.403(c)(5)

e. Contracts for the purchase or construction of a dwelling on a site provided by a builder or on a site the person owns or purchases; or

49 CFR

24.403(c)(6)

f. Currently owns a previously purchased dwelling and site, valuation of which shall be on the basis of current market value.

49 CFR

24.403(d)

4. Occupancy requirements for displacement or replacement dwelling. No person shall be denied eligibility for a replacement housing payment solely because the person is unable to meet the occupancy requirements set forth in these regulations for a reason beyond his or her control, including:

49 CFR

24.403(d)(1)

a. A disaster, an emergency, or an imminent threat to the public health or welfare, as determined by the President, the HUD, or the City; or

49 CFR

24.403(d)(2)

b. Another reason, such as a delay in the construction of the replacement dwelling, military duty, or hospital stay, as determined by the City.

49 CFR

24.403(e)

5. Conversion of payment. A displaced person who initially rents a replacement dwelling and receives a rental assistance payment under § II.R.2 is eligible to receive a payment under § II.Q or § II.R.3 if he or she meets the eligibility criteria for such payments, including purchase and occupancy within the prescribed 1-year period. Any portion of the rental assistance payment that has been disbursed shall be deducted from the payment computed under § II.Q or § II.R.3.

49 CFR

24.403(f)

6. Payment after death. A replacement housing payment is personal to the displaced person and upon his or her death the undisbursed portion of any such payment shall not be paid to the heirs or assigns, except that:

49 CFR

24.403(f)(1)

a. The amount attributable to the displaced person's period of actual occupancy of the replacement housing shall be paid.

49 CFR

24.403(f)(2)

b. Any remaining payment shall be disbursed to the remaining family members of the displaced household in any case in which a member of a displaced family dies.

49 CFR

24.403(f)(3)

c. Any portion of a replacement housing payment necessary to satisfy the legal obligation of an estate in connection with the selection of a replacement dwelling by or on behalf of a deceased person shall be disbursed to the estate.

49 CFR

24.403(g)

7. Insurance proceeds. To the extent necessary to avoid duplicate compensation, the amount of any insurance proceeds received by a person in connection with a loss to the displacement dwelling due to a catastrophic occurrence (fire, flood, etc.) shall be included in the acquisition cost of the displacement dwelling when computing the price differential. (See 49 CFR 24.3.)

49 CFR

24.404

49 CFR

24.404(a)

**T. Replacement housing of last resort.**

1. Determination to provide replacement housing of last resort. Whenever a program or project cannot proceed on a timely basis because comparable replacement dwellings are not available within the monetary limits for owners or tenants, as specified in § II.Q or § II.R, as appropriate, the City shall provide additional or alternative assistance under the provisions of this subpart. Any decision to provide last resort housing assistance must be adequately justified either:

49 CFR

24.404(a)(1)

a. On a case-by-case basis, for good cause, which means that appropriate consideration has been given to:

49 CFR

24.404(a)(1)(i)

(1) The availability of comparable replacement housing in the program or project area;



- 49 CFR  
24.404(a)(1)(ii) (2) The resources available to provide comparable replacement housing; and
- 49 CFR  
24.404(a)(1)(iii) (3) The individual circumstances of the displaced person, or
- 49 CFR  
24.404(a)(2) b. By a determination that:
- 49 CFR  
24.404(a)(2)(i) (1) There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, last resort housing assistance is necessary for the area as a whole;
- 49 CFR  
24.404(a)(2)(ii) (2) A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and
- 49 CFR  
24.404(a)(2)(iii) (3) The method selected for providing last resort housing assistance is cost effective, considering all elements, which contribute to total program or project costs.
- 49 CFR  
24.404(b) 2. Basic rights of persons to be displaced. Notwithstanding any provision of this subpart, no person shall be required to move from a displacement dwelling unless comparable replacement housing is available to such person. No person may be deprived of any rights the person may have under the URA or this part. The City shall not require any displaced person to accept a dwelling provided by the City under these procedures (unless the City and the displaced person have entered into a contract to do so) in lieu of any acquisition payment or any relocation payment for which the person may otherwise be eligible.
- 49 CFR  
24.404(c) 3. Methods of providing comparable replacement housing. The City shall have broad latitude in implementing this subpart, but implementation shall be for reasonable cost, on a case-by-case basis unless an exception to case-by-case analysis is justified for an entire project.
- 49 CFR  
24.404(c)(1) a. The methods of providing replacement housing of last resort include, but are not limited to:
- 49 CFR  
24.404(c)(1)(i) (1) A replacement housing payment in excess of the limits set forth in § II.Q or § II.R. A replacement housing payment under this section may be provided in installments or in a lump sum at the City's discretion.
- 49 CFR  
24.404(c)(1)(ii) (2) Rehabilitation of and/or additions to an existing replacement dwelling.
- 49 CFR  
24.404(c)(1)(iii) (3) The construction of a new replacement dwelling.
- 49 CFR  
24.404(c)(1)(iv) (4) The provision of a direct loan, which requires regular amortization or deferred repayment. The loan may be unsecured or secured by the real property. The loan may bear interest or be interest-free.
- 49 CFR  
24.404(c)(1)(v) (5) The relocation and, if necessary, rehabilitation of a dwelling.

49 CFR  
24.404(c)(1)(vi) (6) The purchase of land and/or a replacement dwelling by the City and subsequent sale or lease to, or exchange with a displaced person.

49 CFR  
24.404(c)(1)(vii) (7) The removal of barriers for persons with disabilities.

49 CFR  
24.404(c)(2) b. Under special circumstances, consistent with the definition of a comparable replacement dwelling, modified methods of providing replacement housing of last resort permit consideration of replacement housing based on space and physical characteristics different from those in the displacement dwelling (see Appendix A), including upgraded, but smaller replacement housing that is decent, safe, and sanitary and adequate to accommodate individuals or families displaced from marginal or substandard housing with probable functional obsolescence. In no event, however, shall a displaced person be required to move into a dwelling that is not functionally equivalent in accordance with § II.E.4.b.

49 CFR  
24.404(c)(3) c. The City shall provide assistance under this subpart to a displaced person who is not eligible to receive a replacement housing payment under § II.Q and § II.R because of failure to meet the length of occupancy requirement when comparable replacement rental housing is not available at rental rates within the displaced person's financial means. (See § II.E.4.h(3).) Such assistance shall cover a period of 42 months.

49 CFR  
24.501 U. **Mobile Homes**

See 49 C.F.R. 24 subpart F for requirements governing the provision of relocation payments to a person displaced from a mobile home and/or mobile home site.

### **III. Requirements Under § 104(d) of Housing and Community Development (“HCD”) Act of 1974 (“HCD”).**

24 CFR  
42.301 This subpart C of 24 CFR Part 42 (§ III hereof) applies only to CDBG grants under 24 CFR Part 570 (Subpart D – Entitlement Grants) and assistance to local governments under 24 CFR Part 92 (HOME Program).

#### **A. Definitions.**

24 CFR  
42.305 1. **Comparable replacement dwelling unit.** The term “comparable replacement dwelling unit” means a dwelling unit that:

(1) a. Meets the criteria of 49 CFR 24.2(d)(1) through (6), set forth herein at § II(a) through (f); and

(2) b. Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the “Total Tenant Payment,” determined under 24 CFR Part 5, subpart F, after taking into account any rental assistance the household would receive.

24 CFR  
42.305

2. **Conversion.**

- (1) a. This term means altering a housing unit so that it is:
  - (1)(i) (1) Used for nonhousing purposes;
  - (1)(ii) (2) Used for housing purposes, but no longer meets the definition of lower-income dwelling unit; or
  - (1)(iii) (3) Used as an emergency shelter.
- (2) b. A housing unit that continues to be used for housing after completion of the project is not considered a “conversion” if, upon completion of the project, the unit is owned and occupied by a person who owned and occupied the unit before the project.

24 CFR  
42.305

3. **Displaced person** means a lower-income person who, in connection with an activity assisted under any program subject to this subpart, permanently moves from real property or permanently moves personal property from real property as a direct result of the demolition or conversion of a lower-income dwelling. For purposes of this definition, a permanent move includes a move made permanently and:

- (1) a. After notice by the City to move from the property following initial submission to HUD of the consolidated plan required of entitlement grantees pursuant to 24 CFR § 570.302; of an application for assistance pursuant to 24 CFR §§ 570.426, 570.430, or 570.465 that is thereafter approved; or an application for loan assistance under 24 CFR § 570.701 that is thereafter approved;
- (2) b. After notice by the property owner to move from the property, following the submission of a request for financial assistance by the property owner (or other person in control of the site) that is thereafter approved; or
- (3) c. Before the dates described in this definition, if HUD or the City determine that the displacement was a direct result of conversion or demolition in connection with an activity subject to this subpart for which financial assistance has been requested and is thereafter approved.

24 CFR  
42.305

4. **Lower-income dwelling unit.** The term “lower-income dwelling unit” means a dwelling unit with a market rent (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing established under 24 CFR part 888.

24 CFR  
42.305

5. **Lower-income person.** The term “lower-income person” means, as appropriate, a “low and moderate income person” as that term is defined in 24 CFR § 570.3, or a “low-income family” as that term is defined in 24 CFR § 92.2.

24 CFR

42.305

6. **Standard condition and substandard condition suitable for rehabilitation** has the meaning the City has established for those terms in its HUD-approved consolidated plan, pursuant to 24 CFR Part 91.

24 CFR

42.305

7. **Vacant occupiable dwelling unit.** The term “vacant occupiable dwelling unit” means a vacant dwelling unit that is in a standard condition; a vacant dwelling unit that is in a substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by the City covering the rehabilitation or demolition.

24 CFR

42.375

**B. One-for-one replacement of lower-income dwelling units.**

24 CFR

42.375(a)

1. Units that must be replaced. All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income dwelling units.

24 CFR

42.375(b)

2. Acceptable replacement units. Replacement lower-income dwelling units may be provided by the City or private developer and must meet the following requirements:

24 CFR

42.375(b)(1)

a. The units must be located within the City’s jurisdiction. To the extent feasible and consistent with other statutory priorities, the units shall be located within the same neighborhood as the units replaced.

24 CFR

42.375(b)(2)

b. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in units shall be determined in accordance with applicable local housing occupancy codes. The City may not replace those units with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless the City has provided the information required under § III.A.3.g.

24 CFR

42.375(b)(3)

c. The units must be provided in standard condition. Replacement lower-income dwelling units may include units that have been raised to standard from substandard condition if:

24 CFR

42.375(b)(3)(i)

(1) No person was displaced from the unit (see definition of “displaced person” in 24 CFR 42.305(3); and

24 CFR

42.375(b)(3)(ii)

(2) The unit was vacant for at least 3 months before execution of the agreement between the City and the property owner.

24 CFR

42.375(b)(4)

d. The units must initially be made available for occupancy at any time during the period beginning 1 year before the City makes public the information required under § III.4 and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.

24 CFR  
42.375(b)(5)

e. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance.

24 CFR  
42.375(c)

3. Preliminary information to be made public. Before the City enters into a contract committing it to provide funds under programs covered by this subpart for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, the City must make public, and submit in writing to the HUD field office, the following information:

24 CFR  
42.375(c)(1)

a. A description of the proposed assisted activity;

24 CFR  
42.375(c)(2)

b. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;

24 CFR  
42.375(c)(3)

c. A time schedule for the commencement and completion of the demolition or conversion;

24 CFR  
42.375(c)(4)

d. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwelling units by size shall be submitted and disclosed to the public as soon as it is available;

24 CFR  
42.375(c)(5)

e. The source of funding and a time schedule for the provision of replacement dwelling units;

24 CFR  
42.375(c)(6)

f. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and

24 CFR  
42.375(c)(7)

g. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the needs assessment contained in its HUD-approved consolidated plan. If the City is not required to submit a consolidated plan to HUD, the City must make public information demonstrating that the proposed replacement is consistent with the housing needs of lower-income households in the jurisdiction.

24 CFR  
42.375(d)(1)

4. Replacement not required.

a. In accordance with 42 U.S.C. 5304(d)(3), the one-for-one replacement requirement of this section does not apply to the extent the HUD field office determines, based upon objective data, that there is an adequate supply of

vacant lower-income dwelling units in standard condition available on a nondiscriminatory basis within the area.

24 CFR  
42.375(d)(2)

b. The City must submit directly to the HUD field office the request for determination that the one-for-one replacement requirement does not apply. Simultaneously with the submission of the request, the City must make the submission public and inform interested persons that they have 30 days from the date of submission to provide to HUD additional information supporting or opposing the request.

24 CFR  
42.375(d)(3)

c. A unit of general local government funded by the State must submit the request for determination under this paragraph to the State. Simultaneously with the submission of the request, the unit of general local government must make the submission public and inform interested persons that they have 30 days from the date of submission to provide to the State additional information supporting or opposing the request. If the State, after considering the submission and the additional data, agrees with the request, the State must provide its recommendation with supporting information to the field office.

24 CFR  
42.390

### **C. Appeals.**

A person who disagrees with the City's determination concerning whether the person qualifies as a "displaced person," or with the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the City. A person who is dissatisfied with the City's determination on his or her appeal may submit a written request for review of that determination to the HUD field office (or to the State in the case of a unit of general local government funded by the State). If the full relief is not granted, the City shall advise the person of his or her right to seek judicial review.

24 CFR  
42.350

### **D. Relocation assistance for displaced persons.**

A displaced person may choose to receive either assistance under the URA and implementing regulations at 49 CFR part 24 (see § II herein) or assistance under section 104(d) of the HCD Act of 1974, including:

24 CFR  
42.350(a)

1. **Advisory services.** Advisory services at the levels described in 49 CFR part 24. A displaced person must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601-19). If the comparable replacement dwelling to be provided to a minority person is located in an area of minority concentration, as defined in the City's consolidated plan, if applicable, the minority person must also be given, if possible, referrals to comparable and suitable decent, safe, and sanitary replacement dwellings not located in such areas.

24 CFR  
42.350(b)

2. **Moving expenses.** Payment for moving expenses at the levels described in 49 CFR part 24.

24 CFR  
42.350(c)

3. Security deposits and credit checks. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit, and for credit checks required to rent or purchase the replacement dwelling unit.

24 CFR  
42.350(d)

4. Interim living costs. The City shall reimburse a person for actual reasonable out-of-pocket costs incurred in connection with a displacement, including moving expenses and increased housing costs, if:

24 CFR  
42.350(d)(1)

a. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or

24 CFR  
42.350(d)(2)

b. The person is displaced from a “lower-income dwelling unit,” none of the comparable replacement dwelling units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available in accordance with § III.B.

24 CFR  
42.350(e)

5. Replacement housing assistance. Persons are eligible to receive one of the following two forms of replacement housing assistance:

24 CFR  
42.350(e)(1)

a. Each person must be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling (comparable replacement dwelling or decent, safe, and sanitary replacement dwelling to which the person relocates, whichever costs less) to the “Total Tenant Payment,” as determined under 24 CFR, Part 5, subpart F. All or a portion of this assistance may be offered through a certificate or voucher for rental assistance (if available) provided under Section 8. If a Section 8 certificate or voucher is provided to a person, the City must provide referrals to comparable replacement dwelling units where the owner is willing to participate in the Section 8 Tenant-Based Assistance Existing Housing Program (see 24 CFR part 982). When provided, cash assistance will generally be in installments, in accordance with 42 U.S.C. 3537c; or

24 CFR  
42.350(e)(2)

b. If the person purchases an interest in a housing cooperative or mutual housing association and occupies a decent, safe, and sanitary dwelling in the cooperative or association, the person may elect to receive a payment equal to the capitalized value of 60 times the amount that is obtained by subtracting the “Total Tenant Payment,” as determined under 24 CFR, Part 5, subpart F, from the monthly rent and estimated average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings deposits by a federally insured financial institution conducting business within the City's jurisdiction. To the extent necessary to minimize hardship to the household, the City shall, subject to appropriate safeguards, issue a payment in advance of the purchase of the interest in the housing cooperative or mutual housing association.

#### **IV.**

#### **Steps the City will take to minimize displacement:**

24 CFR  
570.606(a)

- A. Favor activities that require no displacement of persons by demolition or conversion with Community Development Block Grant or HOME funds.
- B. Favor activities that require minimal displacement of persons by demolition or conversion with Community Development Block Grant or HOME Funds.
- C. Require that all applications for demolition or conversion activities include an Antidisplacement-Relocation Plan that is acceptable to the Relocation Section.
- D. The Relocation staff will work with contractors to produce an acceptable Antidisplacement-Relocation Plan.
- E. Work with contractors to work around occupants and schedule the rehabilitation of vacant units first to avoid any displacement.
- F. When necessary, promote and work with contractors to provide for temporary relocations to avoid displacing any persons. All transportation costs, increased housing costs and out-of-pocket expenses will be paid for each person.
- G. Work with contractors to give all occupants of project dwelling units timely notification and information regarding the projected and Antidisplacement-Relocation Plan in accordance with Section 104(d) requirements.
- H. Provide counselors to give each occupant of a project information regarding the assistance that is available to help them cope with problems that arise during the course of the project.
- I. Refer all displaced persons for assistance to the Relocation Section or division of the department designated by the City Manager for responsibility for City Relocation services, currently the Department of Code Compliance.



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 23, 2008  
**COUNCIL DISTRICT(S):** 2  
**DEPARTMENT:** Department of Development Services  
**CMO:** A. C. Gonzalez, 671-8925  
**MAPSCO:** 44H

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**SUBJECT**

An ordinance abandoning a portion of an easement area containing approximately 17,558 square feet of land, retained within a previously abandoned portion of Turtle Creek Boulevard, by Ordinance No. 21048, to 1400 Turtle Creek Apartments Limited Partnership, the abutting owner, located near the intersection of Turtle Creek Boulevard and Hi-Line Drive – Revenue: \$5,400 plus the \$20 ordinance publication fee

**BACKGROUND**

This item authorizes the abandonment of a portion of an easement area retained within a previously abandoned portion of Turtle Creek Boulevard to 1400 Turtle Creek Apartments Limited Partnership, the abutting owner. The previously abandoned portion of Turtle Creek Boulevard was approved by City Council on September 25, 1991, by Ordinance No. 21048. The area to be abandoned will be included with the property of the abutting owner for a multi-family development. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore no appraisal is required.

This transaction is consistent with the recommendations of the Real Estate Task Force.

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

This item has no prior action.

**FISCAL INFORMATION**

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

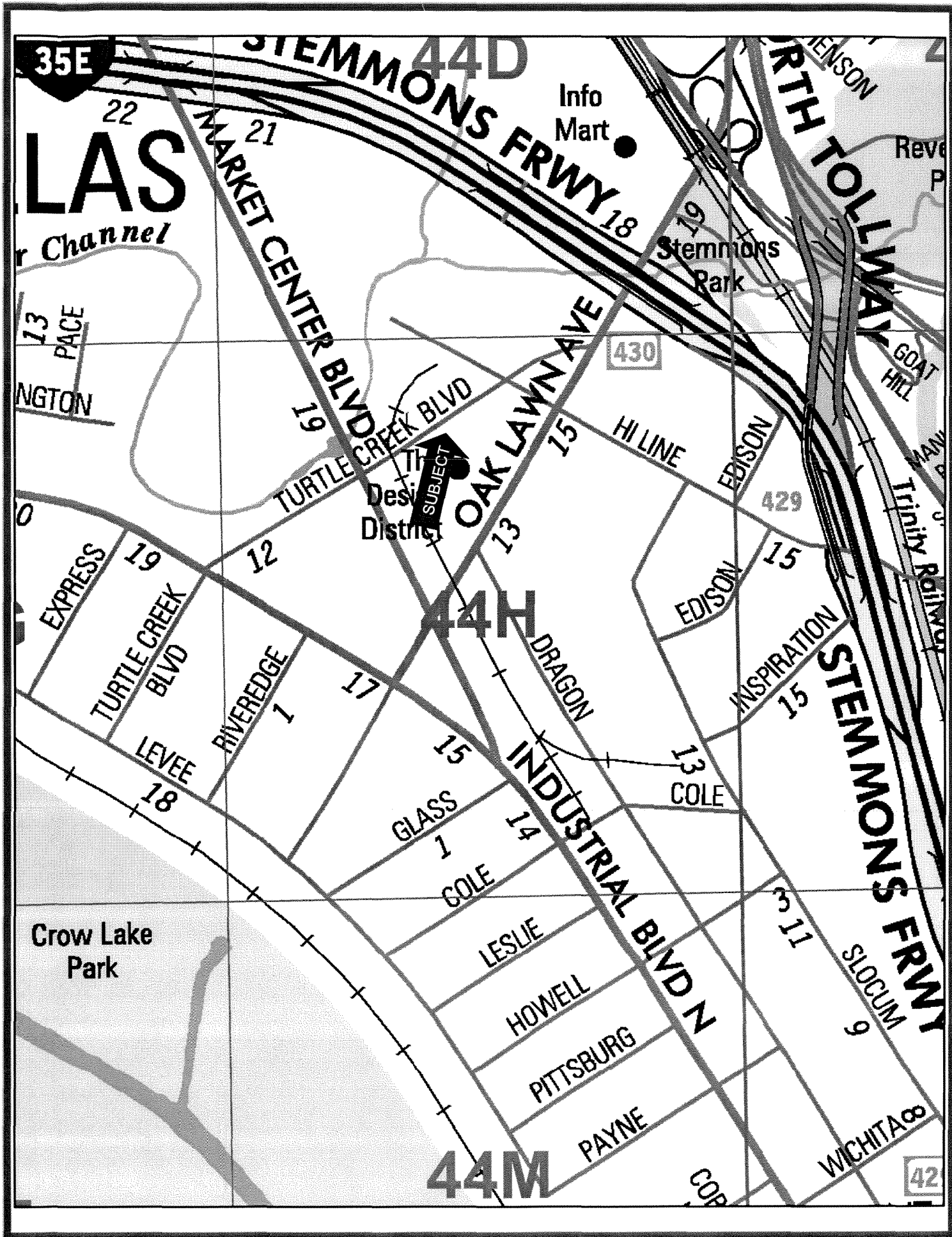
**OWNER**

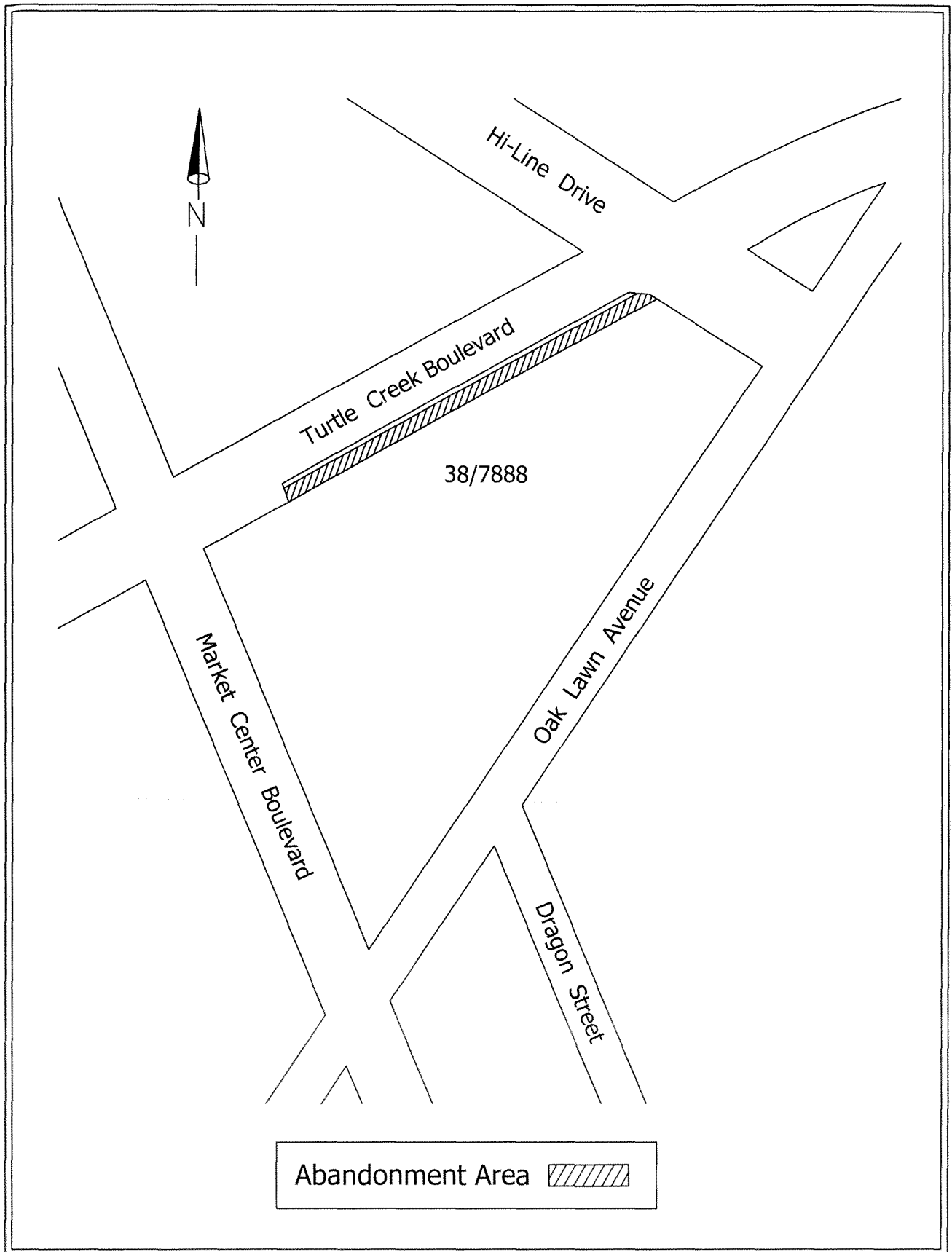
**1400 Turtle Creek Apartments Limited Partnership**

NT 113 Design District GP, LLC, General Partner  
Darren R. Schackman, President

**MAPS**

Attached





**ORDINANCE NO. \_\_\_\_\_**

An ordinance providing for the abandonment and relinquishment of a portion of the easements retained for storm drainage, pipes, inlets and laterals and for any and all utilities and facilities in a former portion of Turtle Creek Boulevard by City Ordinance No. 21048, located in City Block 38/7888 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to 1400 Turtle Creek Apartments Limited Partnership; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of new easements to the City of Dallas, if necessary, 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 1400 Turtle Creek Apartments Limited Partnership, a Delaware limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portion of easement area is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

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

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

**SECTION 1.** That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions 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 Section 8, 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 that 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 City Controller is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Development Services - 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 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 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 the City of Dallas whole and harmless against 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 property described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future

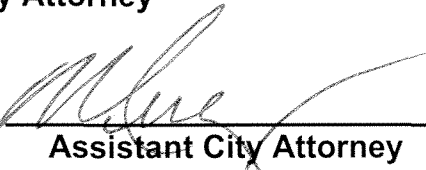
amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

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

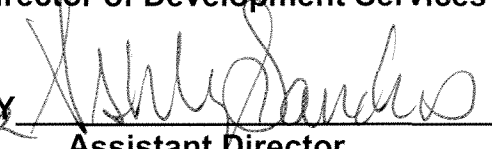
**SECTION 10.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Development Services, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 11.** That this ordinance 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:**  
**THOMAS P. PERKINS, JR.**  
City Attorney

BY   
Assistant City Attorney

**THERESA O'DONNELL**  
Director of Development Services

BY   
Assistant Director

Passed \_\_\_\_\_.



**25.5' PARTIAL EASEMENT ABANDONMENT  
TRINITY INDUSTRIAL INSTALLMENT NO. 13  
DALLAS CITY BLOCK NO. 38/7888  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
PAGE 1 OF 2**

**EXHIBIT A**

BEING a 17,558 square foot (0.403) tract of land located in the City of Dallas, Dallas County Texas, City of Dallas Block No. 38/7888, being a part of the SAMUEL LOCKHART SURVEY, ABSTRACT No. 817, and being a part of the MCKINNEY AND WILLIAMS SURVEY, ABSTRACT No. 1052, and being part of that tract of land described in Deed to 1400 Turtle Creek Apartments, L.P. as recorded in Document No. 20070347103, Dallas County Deed Records, also being part of that portion of Turtle Creek Boulevard abandoned by Ordinance No. 21048 as recorded in Volume 92041, Page 3409 adjacent to Lot 11 and Lot 12, Block 38/7888, Trinity Industrial No. 13, an addition to the City of Dallas, Dallas County Map Records and being further described as follows:

COMMENCING at a one-inch iron pipe found (control monument) at the northwest corner of Lot 10 of Trinity Industrial Installment No. 13, an addition to the City of Dallas as recorded in Volume 23, Page 165, Map Records of Dallas County, said point being at the intersection of the east line of Market Center Boulevard (a 100 foot right-of-way) and the south line of Turtle Creek Boulevard (a variable width right-of-way);

THENCE along the south line of Turtle Creek Boulevard as follows:

North 58 degrees 14 minutes 50 seconds East, 155.87 feet to a "PK" nail found (control monument) for the POINT OF BEGINNING;

North 25 degrees 42 minutes 40 seconds West, 18.00 feet to a one-half inch iron rod found for corner;

Northwesterly, 7.65 feet along a curve to the right having a central angle of 01 degrees 34 minutes 07 seconds, a radius of 279.44 feet, a tangent of 3.83 feet, whose chord bears North 24 degrees 55 minutes 37 seconds West, 7.65 feet to point for corner;

THENCE North 58 degrees 14 minutes 50 seconds East, 671.14 feet to a point for corner, said point being in a corner clip at the intersection of the south line of Turtle Creek Boulevard and the west line of Hi-Line Drive (a 160 foot right-of-way);

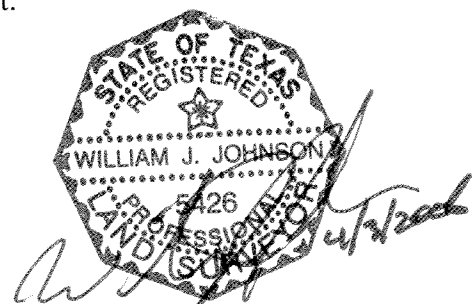
THENCE North 89 degrees 04 minutes 20 seconds East, 19.71 feet along said corner clip to a point for corner, being in the west line of Hi-Line Drive;

THENCE South 60 degrees 06 minutes 10 seconds East, 17.49 feet along the west line of Hi-Line Drive to a point for corner;

THENCE South 58 degrees 14 minutes 50 seconds West, departing the west line of Hi-Line Drive, 699.18 feet to the POINT OF BEGINNING and containing 17,558 square feet or 0.403 acres of land.

NOTE: Bearings based on the north line of Lot 10, Block 38/7888, Trinity Industrial Installment No. 13, recorded in Volume 23, Page 165, Map Records of Dallas County Texas. Bearing held as North 58 degrees 14 minutes 50 seconds East.

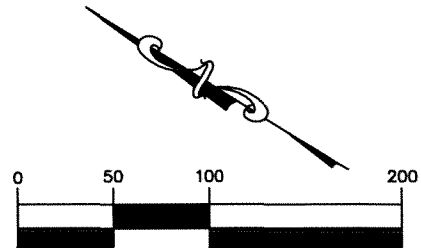
(For SPRG use only)	
Reviewed by:	<i>[Signature]</i>
Date:	04.11.2008
SPRG NO:	1304



**25.5' PARTIAL EASEMENT ABANDONMENT**  
**TRINITY INDUSTRIAL INSTALLMENT NO. 13**  
**DALLAS CITY BLOCK NO 38/7888**  
**CITY OF DALLAS, DALLAS COUNTY, TEXAS**  
**PAGE 2 OF 2**

**LEGEND**

IRF IRON ROD FOUND  
 CM CONTROL MONUMENT  
 R.O.W. RIGHT-OF-WAY



( IN FEET )

1 inch = 100 ft.

BEARINGS BASED ON THE NORTH LINE  
 OF LOT 10, BLOCK 38/7888, TRINITY  
 INDUSTRIAL INSTALLMENT NO. 13  
 RECORDED IN VOLUME 23, PAGE 165,  
 MAP RECORDS OF DALLAS COUNTY  
 TEXAS. BEARING HELD AS N58°14'50"E.

LOT 12

LOT 11  
 BLOCK 38/7888

TRINITY INDUSTRIAL  
 INSTALLMENT NO. 13  
 VOLUME 23, PAGE. 165

1400 TURTLE CREEK  
 APARTMENTS, L.P.  
 DOC. 20070347103

**25.5' PARTIAL EASEMENT  
 ABANDONMENT**  
**17,558 S.F. (0.403 AC.)**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N25°42'40"W	18.00'
L2	N89°04'20"E	19.71'
L3	S60°06'10"E	17.49'

R.O.W. ABANDONED BY  
 ORDINANCE 21048  
 VOL. 92041, PG. 3409  
 1400 TURTLE CREEK  
 APARTMENTS, L.P.  
 DOC. 20070347103

CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	1°34'07"	279.44'	7.65'	3.83'	N24°55'37"W	7.65'

**HI-LINE DRIVE**  
 (160' R.O.W.)

5/8" IRF  
 Bears S68°48'23"E,  
 0.48 feet

**TURTLE CREEK BLVD.**  
 (A VARIABLE WIDTH R.O.W.)

N58°14'50"E

S58°14'50"W

**P.O.B.**

1/2" IRF  
 L1 "PK" FND (CM)  
 C1 "PK" FND

**P.O.C.**  
 (BEARING BASE)  
 N 58°14'50" E  
 155.87'  
 1" IPF (CM)

PART OF  
 LOT 10

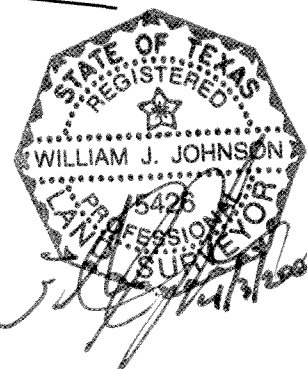
JERRY & BONNIE  
 LEE ITZIG  
 DOC. NO.  
 200600119807

PART OF LOT 10  
 PRESCOTT  
 INTERESTS, INC.  
 DOC. NO.  
 200600342300

LOT 9  
 LOT 8

LOT 7

GLYNN PAUL  
 WITHROW  
 VOL. 96046, PG.  
 1399



(For SPRG use only)

Reviewed By: [Signature]  
 Date: 04-11-2008  
 SPRG NO.: 1304

**MARKET CENTER BLVD.**  
 (100' R.O.W.)

**MAPSCO PAGE 44-H**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Development Services

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 44D H

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**SUBJECT**

An ordinance amending Ordinance No. 26737 to extend dedication and replatting deadlines, revise Exhibit C to correct the legal description and specify that successors and assigns can dedicate and replat the property - Financing: No cost consideration to the City

**BACKGROUND**

This item authorizes the amendment of Ordinance No. 26737 which abandoned a portion of Turtle Creek Boulevard to Block 1500, L.P. and Tower Land and Investment Company. Subsequent to the approval of this Ordinance, a change of ownership occurred between Block 1500, L.P. and LUI2 Dallas Oak Lawn III, LLC and LUI2 Dallas Oak Lawn VI, L.P. This amendment will extend dedication and replatting deadlines from one year to eighteen months, revise Exhibit C to correct the legal description for the required dedications and specify that successors and assigns of the original abutting owners can dedicate and replat required property.

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

On April 25, 2007 City Council approved Ordinance No. 26737.

**FISCAL INFORMATION**

No cost consideration to the City

## **OWNERS**

### **Block 1500, L.P.**

Design Center Holdings, L.L.C., General Partner  
TCF Interests Partnership, Ltd., Manager  
Crow Holdings, General Partner  
Harlan R. Crow, Chairman of the Board/CEO

### **Tower Land and Investment Company**

Robert Payne, President

### **LUI2 Dallas Oak Lawn III, LLC**

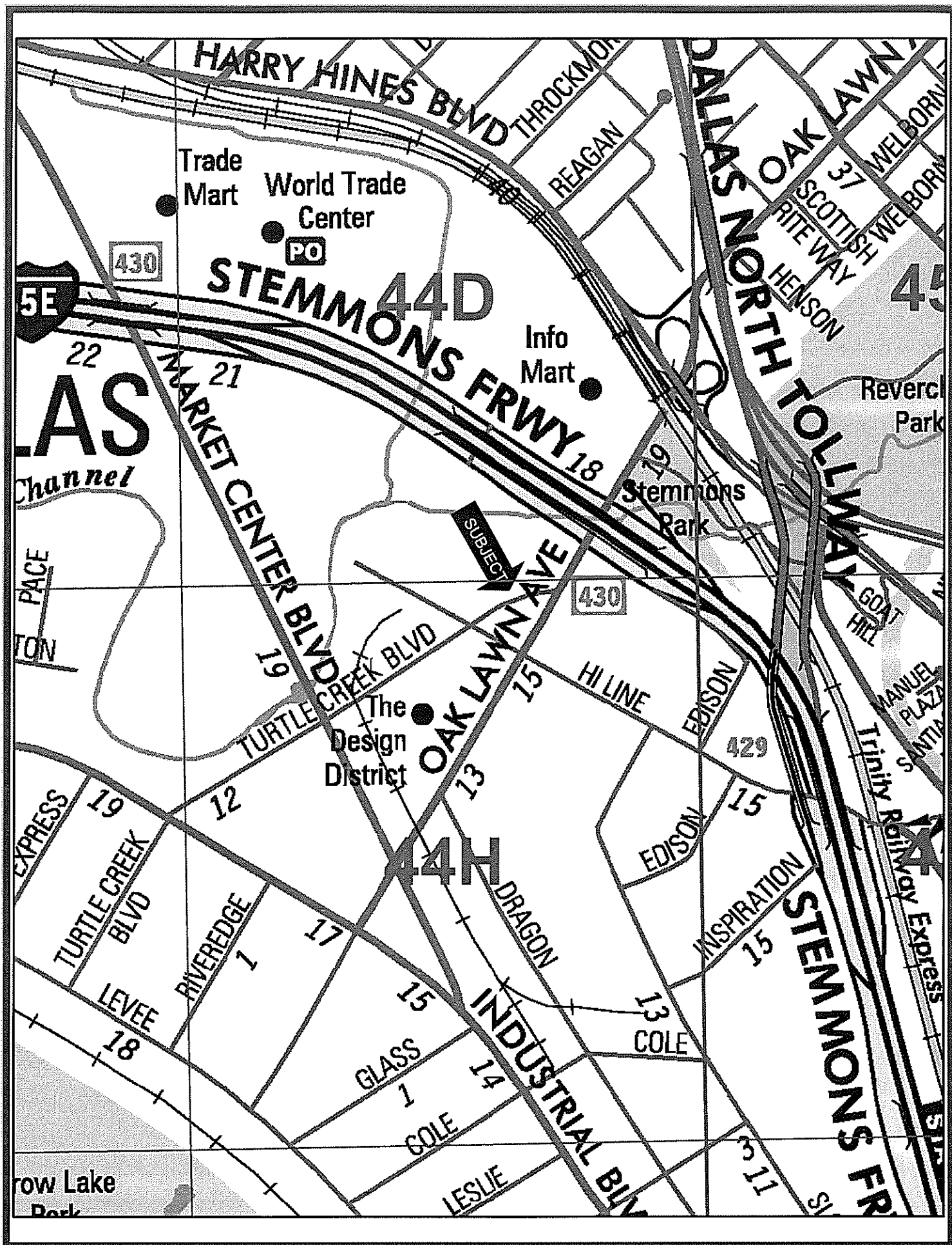
Thomas G. Bacon, Manager

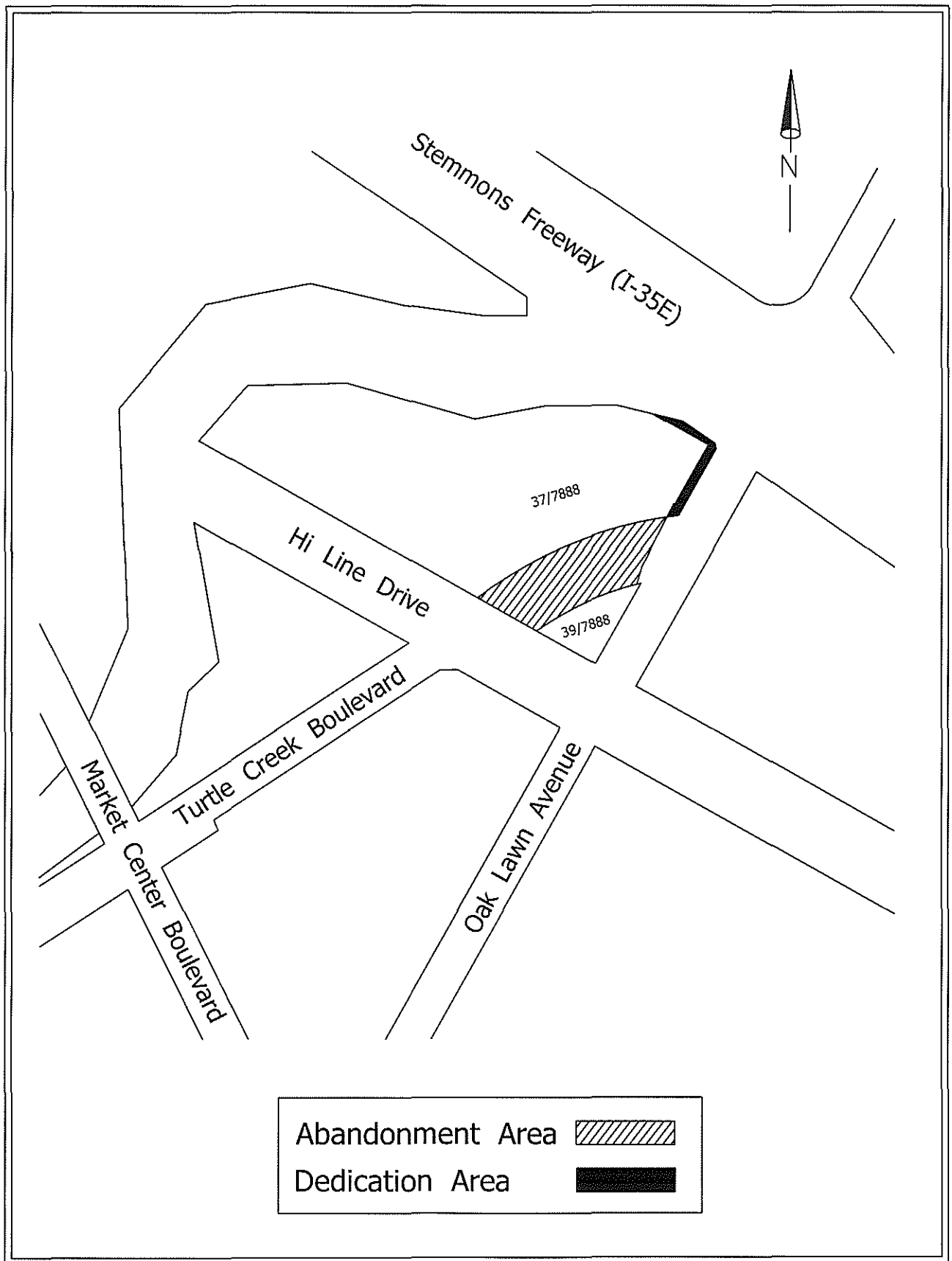
### **LUI2 Dallas Oak Lawn VI, L.P.**

LUI2 Dallas Oak Lawn VI, GP, LLC, General Partner  
Thomas G. Bacon, Manager

## **MAPS**

Attached





**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Ordinance No. 26737 by altering Sections 9, 12 and 16 thereof, deleting Exhibit C thereof and substituting a new Exhibit C thereto; 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. 26737 adopted by the City Council of the City of Dallas on April 25, 2007, be and the same is hereby amended by altering Sections 9, 12 and 16 to read as follows:

**“SECTION 9.** That the abandonment and quitclaim of both of the tracts of land described in Exhibit A shall not become effective until and unless Block 1500, L.P. ~~[records]~~ and/or its successors and assigns shall cause to be recorded a final replat of the properties adjoining Tract 1 of Exhibit A within eighteen months ~~[one year]~~ after passage of this ordinance showing: a) the dedication of land pursuant to Section 12 below; and b) frontage on a public street for all of the parcels of land adjacent to the abandonment area shown in Tract 1 of Exhibit A. This final replat shall be recorded by Block 1500, L.P. and/or its successors and assigns in the Deed Records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas. Failure to record a final replat in accordance with the terms of this section shall render this ordinance null and void, and of no further effect. Further, this final replat shall be recorded in the Deed Records of Dallas County, Texas before a certified copy of this ordinance shall be delivered to **GRANTEE.**”

**“SECTION 12.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, Block 1500, L.P. and/or its successors and assigns shall convey by General Warranty Deed to the City of Dallas, within eighteen months ~~[one year]~~ of the effective date of this ordinance, good, indefeasible and marketable fee simple title to [a] certain property located in City Block 37/7888, containing a total of approximately 5,423 square feet of land, a description of which is attached hereto and made a

part hereof as Exhibit C. Failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.”

“**SECTION 16.** 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 Development Services, 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 filing of the final replats set forth in Sections 9 and 10, and conveyance of the land as described in Section 12, the Director of Development Services, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver Quitclaim Deeds [~~a QUITCLAIM DEED~~] with regard to the areas abandoned herein, to **GRANTEE** hereunder, as more fully specified by ownership tracts as identified in Section 2 hereof, 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 Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.”

**SECTION 2.** That Ordinance No. 26737 adopted by the City Council of the City of Dallas on April 25, 2007, be and the same is hereby amended by deleting Exhibit C and substituting a new Exhibit C, attached hereto and made a part hereof.

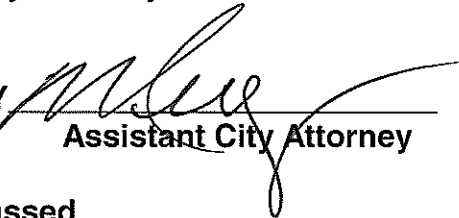
**SECTION 3.** That the terms and conditions of Ordinance No. 26737 shall remain in full force and effect except as amended hereby.

**SECTION 4.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee. Upon receipt of the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Development Services, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one (1) year after its passage.



**SECTION 5.** That this ordinance shall take effective immediately from and after its passage and publication in accordance with the provision of the Charter of the City of Dallas, and it is accordingly so ordained.

**APPROVED AS TO FORM:**  
**THOMAS P. PERKINS, Jr.**  
City Attorney

BY   
Assistant City Attorney

Passed \_\_\_\_\_.

**THERESA O'DONNELL**  
Director of Development Services

BY   
Assistant Director

INTERSTATE HIGHWAY 35E AND  
OAK LAWN AVENUE RIGHT-OF-WAY DEDICATION  
CITY OF DALLAS BLOCK NO. 37/7888  
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383  
CITY OF DALLAS  
DALLAS COUNTY, TEXAS

EXHIBIT C

**BEING** a 5,423 square foot tract of land situated in the James A. Sylvester Survey, Abstract No. 1383, City of Dallas Block No. 37/7888, Dallas County, Texas and being a portion of that certain tract of land described to LUI2 Dallas Oak Lawn VI, L.P. by deed recorded in Document No. 20070235299 of the Deed Records of Dallas County, Texas (DRDCT) and a portion of Lot 4, Block 37 of TRINITY INDUSTRIAL DISTRICT INSTALLMENT NO. 13, an addition in the City of Dallas as described by final plat recorded in Volume 23, Page 165, Map Records of Dallas County, Texas, said 5,423 square foot tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod (controlling monument) found for the southernmost corner of the cut-back line at the intersection of the existing southwesterly right-of-way line of Interstate Highway 35E (a variable width right-of-way) with the existing northwesterly right-of-way line of Oak Lawn Avenue (a variable width right-of-way), same being the southernmost corner of the right-of-way dedication to the City of Dallas described as "Tract 7" by deed recorded in Volume 4504, Page 498, DRDCT and the point of curvature of a curve to the left, the radius point of which bears South 58°24'54" East, at a distance of 1482.69 feet;

**THENCE** Southwesterly along the existing northwesterly right-of-way line of said Oak Lawn Avenue and with said curve to the left through a central angle of 07°07'28" (called 07°06'43"), for an arc distance of 184.36 feet (called 184.04 feet), a chord bearing of South 28°01'23" West and a chord distance of 184.24 feet to a 5/8-inch iron rod (controlling monument) found for the point of intersection of said existing northwesterly right-of-way line with the northerly right-of-way line of Turtle Creek Boulevard (a 130 foot right-of-way), same being the point of curvature of a non tangent curve to the left, the radius point of which bears South 07°33'17" East, at a distance of 1064.70 feet;

**THENCE** Southwesterly along the northerly right-of-way line of said Turtle Creek Boulevard and with said curve to the left through a central angle of 01°28'15", for an arc distance of 27.33 feet, a chord bearing of South 81°42'36" West and a chord distance of 27.33 feet to a 5/8-inch iron rod with aluminum disc stamped BLOCK 1500 ADDITION LGGROUP set for corner in the new northwesterly right-of-way line of said Oak Lawn Avenue, from which a 5/8-inch iron rod (controlling monument) found for the southernmost corner of said Lot 4 bears along said northerly right-of-way line through a central angle of 01°31'53", for an arc distance of 28.46 feet, a chord bearing of South 80°12'32" West and a chord distance of 28.45 feet;

**THENCE** North 22°45'55" East along the new northwesterly right-of-way line of said Oak Lawn Avenue, a distance 41.67 feet to a 5/8-inch iron rod with aluminum disc stamped BLOCK 1500 ADDITION LGGROUP set for corner; **T.D.K.**

(For SPRG use only)

Reviewed By: \_\_\_\_\_  
Date: \_\_\_\_\_  
SPRG NO.: \_\_\_\_\_

**INTERSTATE HIGHWAY 35E AND  
OAK LAWN AVENUE RIGHT-OF-WAY DEDICATION  
CITY OF DALLAS BLOCK NO. 37/7888  
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383  
CITY OF DALLAS  
DALLAS COUNTY, TEXAS**

**THENCE** South 61°36'14" East continuing along said new northwesterly right-of-way line, a distance 4.00 feet to a 5/8-inch iron rod with aluminum disc stamped BLOCK 1500 ADDITION LGGROUP set for corner;

**THENCE** North 28°23'46" East continuing along said new northwesterly right-of-way line, passing at a distance of 25.03 feet the southeasterly corner of an existing brick building and continuing along the face of said brick building in all for a total distance of 160.05 feet to the easternmost corner of said brick building and being the point of intersection of said new northwesterly right-of-way line with the new southwesterly right-of-way line of said Interstate Highway 35E;

**THENCE** North 61°36'14" West along said new southwesterly right-of-way line and along the northeasterly face of said brick building, a distance of 90.22 feet to the northernmost corner of said brick building;

**THENCE** South 28°23'46" West continuing along said new southwesterly right-of-way line and along the northwesterly face of said brick building, a distance of 1.09 feet to a point for corner;

**THENCE** North 55°29'34" West continuing along said new southwesterly right-of-way line, a distance of 31.03 feet to a 5/8-inch iron rod with aluminum disc stamped BLOCK 1500 ADDITION LGGROUP set in the northerly line of said Lot 4, same being the southerly line of the Old Channel of the Trinity River;

**THENCE** South 76°17'13" East along said northerly line and the southerly line of said Old Channel of the Trinity River, a distance of 58.28 feet to a cut "X" (controlling monument) found for the westernmost corner of said "Tract 7" in the existing southwesterly right-of-way line of said Interstate Highway 35E;

**THENCE** South 55°29'00" East (called South 55°34'07" East) along the southwesterly line of said "Tract 7" and said existing southwesterly right-of-way line, a distance of 78.24 feet (called 78.44 feet) to a 1/2-inch iron rod (controlling monument) found for the northernmost corner of aforementioned cut-back line;

**THENCE** South 10°22'57" East (called South 10°28'04" East) continuing along the southwesterly line of said "Tract 7", said existing southwesterly right-of-way line and said cut-back line, a distance of 12.30 feet (called 10.23 feet) to the **POINT OF BEGINNING**; T.D.K.

**CONTAINING** a computed area of 5,423 square feet or 0.1245 of an acre of land.

(For SPRG use only)

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_

SPRG NO.: \_\_\_\_\_

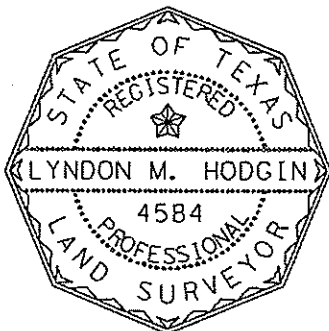
INTERSTATE HIGHWAY 35E AND  
OAK LAWN AVENUE RIGHT-OF-WAY DEDICATION  
CITY OF DALLAS BLOCK NO. 37/7888  
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383  
CITY OF DALLAS  
DALLAS COUNTY, TEXAS

Bearings and distances shown hereon are based on the common line between Lots 3 and 4, Block 37/7888 of the TRINITY INDUSTRIAL DISTRICT ADDITION, INSTALLMENT NO. 13 being North 31°45'10" West as shown on the plat thereof recorded in Volume 23, Page 165 of the Map Records of Dallas County, Texas. **T.D.K.**

I hereby certify that this metes and bounds description and accompanying parcel plat represent a survey made on the ground under my supervision during the month of September, 2007.

*Lyndon M. Hodgkin*  
Lyndon M. Hodgkin  
Registered Professional Land Surveyor  
Texas Registration No. 4584

2-28-08  
Date

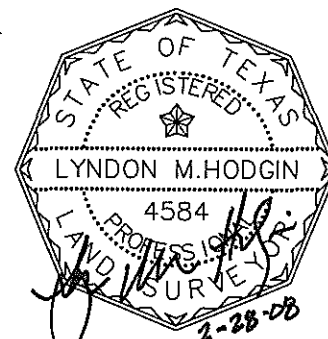
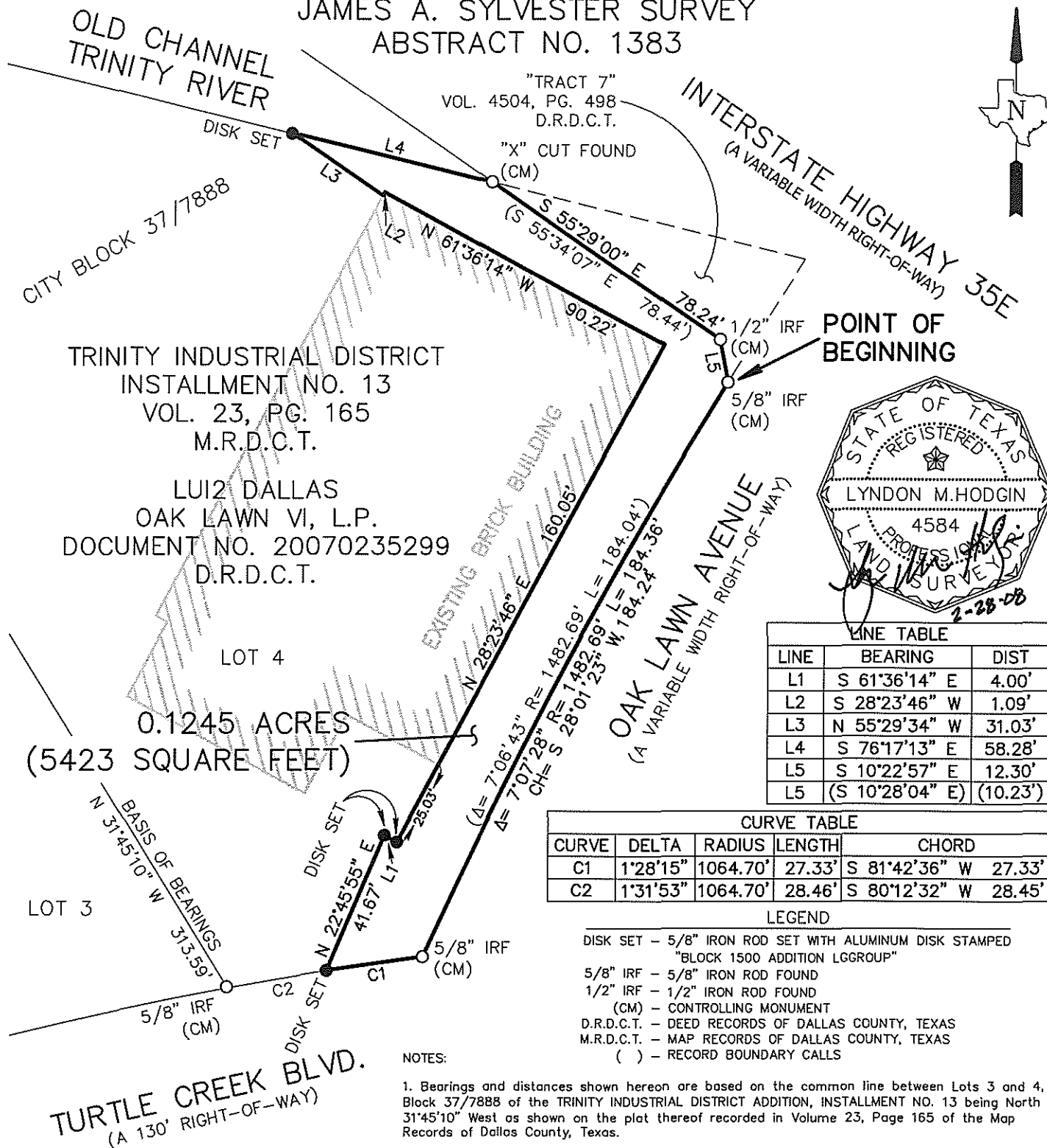


(For SPRG use only)

Reviewed By: \_\_\_\_\_  
Date: \_\_\_\_\_  
SPRG NO.: \_\_\_\_\_

REVIEWED BY: *Scott Holt*

# JAMES A. SYLVESTER SURVEY ABSTRACT NO. 1383



LINE TABLE		
LINE	BEARING	DIST
L1	S 61°36'14" E	4.00'
L2	S 28°23'46" W	1.09'
L3	N 55°29'34" W	31.03'
L4	S 76°17'13" E	58.28'
L5	S 10°22'57" E	12.30'
L5	(S 10°28'04" E)	(10.23')

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	1°28'15"	1064.70'	27.33'	S 81°42'36" W 27.33'
C2	1°31'53"	1064.70'	28.46'	S 80°12'32" W 28.45'

## LEGEND

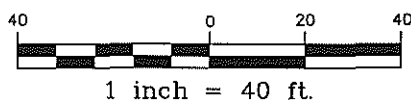
DISK SET - 5/8" IRON ROD SET WITH ALUMINUM DISK STAMPED  
"BLOCK 1500 ADDITION LGGROUP"  
5/8" IRF - 5/8" IRON ROD FOUND  
1/2" IRF - 1/2" IRON ROD FOUND  
(CM) - CONTROLLING MONUMENT  
D.R.D.C.T. - DEED RECORDS OF DALLAS COUNTY, TEXAS  
M.R.D.C.T. - MAP RECORDS OF DALLAS COUNTY, TEXAS  
( ) - RECORD BOUNDARY CALLS

## NOTES:

1. Bearings and distances shown hereon are based on the common line between Lots 3 and 4, Block 37/7888 of the TRINITY INDUSTRIAL DISTRICT ADDITION, INSTALLMENT NO. 13 being North 31°45'10" West as shown on the plat thereof recorded in Volume 23, Page 165 of the Map Records of Dallas County, Texas.

2. Metes and Bounds description of tract shown hereon was prepared of even date.

INTERSTATE HIGHWAY 35E AND  
OAK LAWN AVENUE RIGHT-OF-WAY DEDICATION  
CITY OF DALLAS BLOCK 37/7888  
JAMES A SYLVESTER SURVEY, ABSTRACT NO. 1383  
CITY OF DALLAS  
DALLAS COUNTY, TEXAS



(For SPRG use only)

Reviewed By: \_\_\_\_\_  
Date: \_\_\_\_\_  
SPRG NO.: \_\_\_\_\_



**LOPEZGARCIA GROUP**  
1950 Stemmons Freeway, Suite 6000  
Dallas, Texas 75207  
(214) 741-7777  
(214) 741-9413 Fax  
lggroupinc.com

DATE: FEBRUARY, 2008

JOB NO. 207116.00

PAGE 4 OF 4

**RIGHT-OF-WAY DEDICATION  
CITY OF DALLAS BLOCK NO. 7888  
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383  
CITY OF DALLAS  
DALLAS COUNTY, TEXAS**



VICINITY MAP  
NOT TO SCALE

(For SPRG use only)

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_

SPRG NO.: \_\_\_\_\_

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 12

**DEPARTMENT:** Department of Development Services

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 6 G L

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**SUBJECT**

An ordinance granting a Planned Development District for LI Light Industrial District Uses and a resolution granting an amendment to the public deed restrictions on property zoned an LI Light Industrial District on the west side of Waterview Parkway at Synergy Drive - Z078-154 - Financing: No cost consideration to the City

**BACKGROUND**

The City Council, on April 9, 2008, approved a Planned Development District for LI Light Industrial District Uses subject to an amendment to the public deed restrictions volunteered by the applicant on property zoned an LI Light Industrial District on the west side of Waterview Parkway at Synergy Drive and asked that the ordinance and deed restrictions be brought back on April 23, 2008.

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

On April 9, 2008, the City Council approved a Planned Development District for LI Light Industrial District Uses subject to an amendment to the public deed restrictions volunteered by the applicant on property zoned an LI Light Industrial District on the west side of Waterview Parkway at Synergy Drive and asked that the ordinance and deed restrictions be brought back on April 23, 2008.

On March 6, 2008, the City Plan Commission recommended approval of a Planned Development District for LI Light Industrial District Uses subject to an amendment to the public deed restrictions volunteered by the applicant on property zoned an LI Light Industrial District on the west side of Waterview Parkway at Synergy Drive.

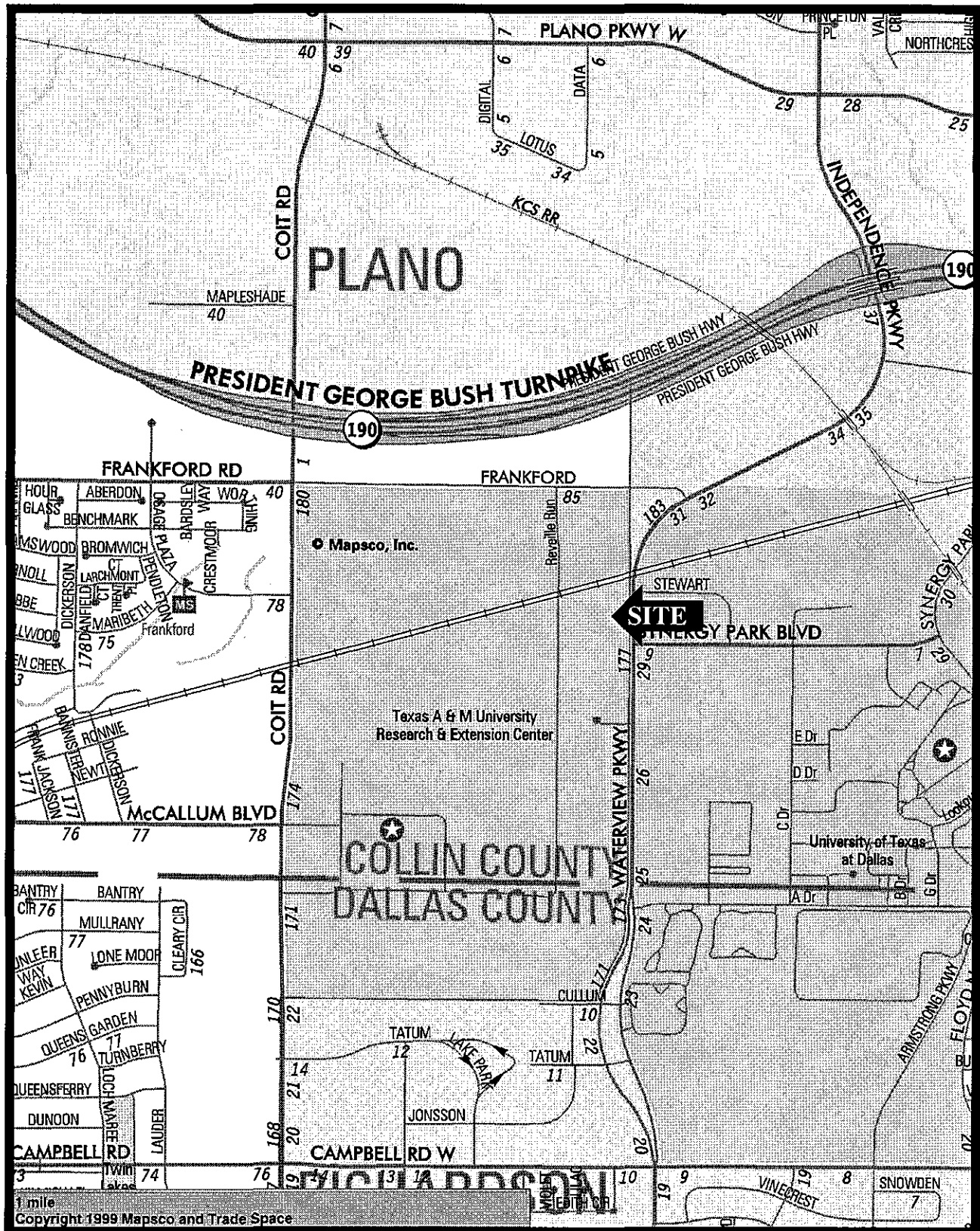
**FISCAL INFORMATION**

No cost consideration to the City.

**MAP**

Attached.

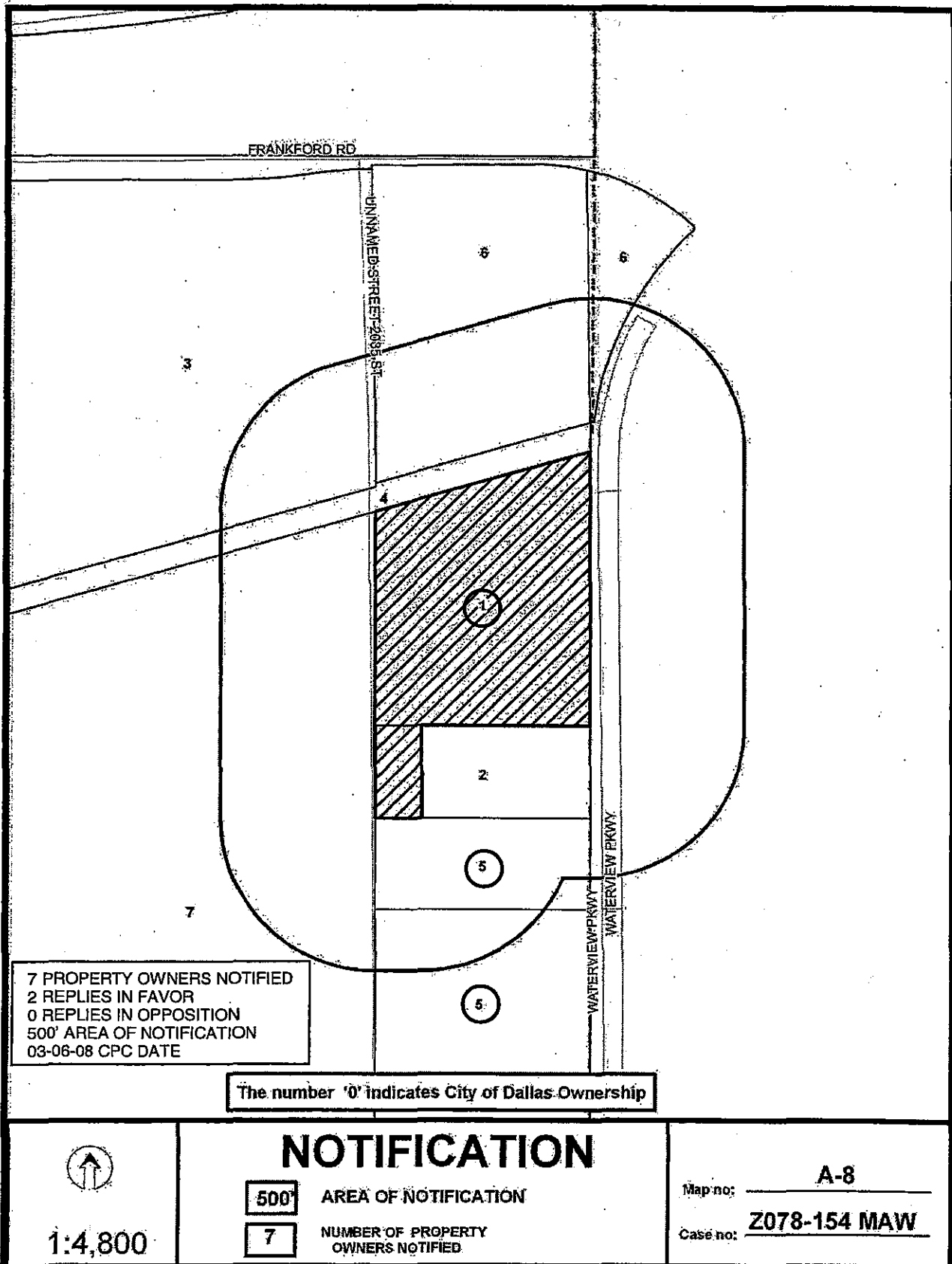
# Vicinity Map



Z078-154(MAW)



CPC RESPONSES



## ***Notification List of Property Owners***

***Z078-154 (MAW)(CS)***

***7 Property Owners Notified***

<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
①	17923 WATERVIEW	UNIVERSITY OF TEXAS
2	17919 WATERVIEW	BOARD OF REGENTS OF THE
3	8000 FRANKFORD	DALLAS CAMPUS LP
4	3021 OAK	DART
⑤	17811 WATERVIEW	INTERVOICE INC
6	18325 WATERVIEW	PRIME DIAMOND INV LTD
7	17300 COIT	TEXAS A & M UNIVERSITY

**List of Partners/Principals/Officers:****Dallas International School**

MISSION LAÏQUE FRANÇAISE

**PDD Application****R - DALLAS INTERNATIONAL SCHOOL PARTNERS****1/ BOARD OF DIRECTORS**

<b>Name</b>	<b>Address</b>
BELLET, Alain President of Capstone Underwriters, Inc.	Capstone Underwriters, Inc. 4144 N. Central Expressway Suite 950 Dallas, Texas 75204-3288
GRANDJOUAN, Pierre French Consul	French Consulate 777 Post Oak Boulevard, Suite 600 Houston, TX 77056-3203
BROWN, Scott Attorney at Law	Jackson Walker 9256 Whitehurst Drive Dallas, Texas 75243
CHEMLA, Jean-Marc Financial Advisor	Ameriprise Financial Services, Inc. Suite 102 860 Airport Freeway West Hurst, TX 76054
De PAPP, John Engineer Manager at Xilinx	4655 Elsbey Avenue Dallas, TX 75209
DELFASSY, Gilles Retired	Dallas International School 6039 Churchill Way Dallas, TX 75230
ESPARRE, Sylvie Treasurer	Mission Laïque Française 9, rue Humblot 75015 Paris, France
HARTNETT, Tammy	4722 Walnut Hill Lane Dallas, Texas 75229
KOZAH, Ghassan President Texas Rainbow Com.	5815 Sand Shell Court Dallas, Texas 75252
LAVIE, Robert President.	Interstable Inc. 1911 N Lamar Street, Suite 300 Dallas, Texas 75202-1714
PASQUINELLI, Bruno Division Manager of Portrait Homes, L.P.	6331 Royalton Drive Dallas, Texas 75230
CHASTRES Dominique Cultural Attache	French Consulate 777 Post Oak Boulevard, Suite 600 Houston, TX 77056-3203
VILLAIN, Jean-Pierre Director	Mission Laïque Française 9, rue Humblot 75015 Paris, France
ZUCKER, Jeff Self-employed	6036 Thursby Ave Dallas, Texas 75252

6039 Churchill Way - Dallas, Texas 75230 USA  
Tél: 972 991 6379 - Fax: 972 991 6608  
www.dallasinternationalschool.org

Z078-154

## 2/MANAGEMENT

Name	Address
VITTOZ Pierre Headmaster	Dallas International School 6039 Churchill Way Dallas, TX 75230
FALLY Véronique Assitant to the Head of School	Dallas International School 6039 Churchill Way Dallas, TX 75230
LEBAILLIF Laurent Chief Financial Officer	Dallas International School 6039 Churchill Way Dallas, TX 75230
MORRIS Joyce Accountant	Dallas International School 6039 Churchill Way Dallas, TX 75230
DELCROIX Martine Primary School Director	Dallas International School 6039 Churchill Way Dallas, TX 75230
WAGNER Adrienne English Coordinator	Dallas International School 6039 Churchill Way Dallas, TX 75230
DUMONT Mylène Secondary School Coordinator	Dallas International School 6039 Churchill Way Dallas, TX 75230
KOZAH Tracy Development Director	Dallas International School 6039 Churchill Way Dallas, TX 75230
WALLIS Julie Admissions Director	Dallas International School 6039 Churchill Way Dallas, TX 75230
KELLY Sheila Director of Students Affairs	Dallas International School 6039 Churchill Way Dallas, TX 75230

Dallas, January 11, 2008

2078-154

**The University of Texas System Board of Regents:**

H. Scott Caven, Jr.	Paul Foster
James R. Huffines	Printice L. Gary
Robert B. Rowling	Janiece M. Longoria
John W. Barnhill, Jr.	Colleen McHugh
James D. Dannenbaum	

**CPC ACTION: March 6, 2008**

**Motion:** It was moved to recommend **approval** of a Planned Development District for LI Light Industrial District uses, subject to a site plan and conditions and **approval** of an amendment to the deed restrictions on property zoned an LI Light Industrial District on the west side of Waterview Parkway at Synergy Drive.

Maker: Wolfish  
Second: Strater  
Result: Carried: 14 to 0  
For: 14 - Prothro, Strater, Gary, Davis, Rodgers, Lozano,  
Bagley, Jones-Dodd, Weiss, Lueder, Buehler, Wolfish,  
Ekblad, Emmons

Against: 0  
Absent: 1 - Alcantar  
Vacancy: 0

**Notices:** Area: 500 Mailed: 7  
**Replies:** For: 2 Against: 0  
**Speakers:** For: Jonathan Vinson, 901 Main Street, Suite 6000  
Dallas, Texas 75202  
Against: None

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 12

**DEPARTMENT:** Office of Economic Development

**CMO:** A. C. Gonzalez, 671-8925

**MAPSCO:** 6 G

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**SUBJECT**

Authorize an economic development grant agreement with ZTE USA, Inc. and Prime Art and Jewel, Inc. related to ZTE's U.S. corporate headquarters relocation to 18325 Waterview Parkway and related tenant improvements at the site – Not to exceed \$192,750 – Financing: Public/Private Partnership Program Funds

**BACKGROUND**

City staff has successfully negotiated with ZTE USA, Inc. to relocate its U.S. corporate headquarters to Dallas from Richardson, Texas. ZTE USA, Inc. is one of the world's largest telecommunications manufacturers and is currently expanding its U.S. corporate office. The company will relocate into 21,000 square feet of office space at 18325 Waterview Parkway owned by Prime Art and Jewel, Inc. ZTE USA, Inc.'s selection of this Dallas property is contingent upon City Council approval of this economic development grant agreement. The company considered expanding its operation at its current location in Richardson prior to making the decision to relocate to Dallas.

ZTE USA, Inc. will relocate 100 employees to its new office and will execute a five year lease with PAJ. The lease provides for one extension of three years. With the relocation, the ZTE USA, Inc. and PAJ will spend an estimated \$1 million on tenant improvements and new business personal property combined.

PAJ has rescinded its prior grant agreement for \$66,000 related to a prior expansion, and asked that those funds be applied to this project.

The City Council is asked to consider authorizing an economic development grant with ZTE USA, Inc., and PAJ in the amount of \$192,750 to defray a portion of the project costs including, but not limited to, tenant improvements, relocation costs, and rent payments.

## **BACKGROUND (continued)**

Of the total grant, \$66,000 will be allocated for tenant improvements that will be made by the lessor/owner of the building, PAJ. Grant payments are subject to ZTE USA Inc.'s occupancy of the Waterview facility and the verification of a minimum of 100 jobs located at the site.

The parent company, ZTE Corporation, is one of China's largest telecommunications manufacturers. Through three product lines - wireless, network, and mobile phone - ZTE offers base stations; phones; systems for switching, optical transport, videoconferencing, power supply, and monitoring. The company sells more than 10 million handsets a year, making it the biggest telecommunications equipment exporter in China.

## **ESTIMATED SCHEDULE OF RELOCATION**

Complete Substantial Tenant Improvements                      September 30, 2008

## **PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item has no prior action.

## **FISCAL INFORMATION**

Public/Private Partnership Program Funds - \$192,750

### **OWNER**

**Prime Art & Jewel, Inc.**

Felix Chen,  
President/Chief Executive Officer

Dan Cirksema,  
Facility Manager

### **TENANT**

**ZTE USA, Inc.**

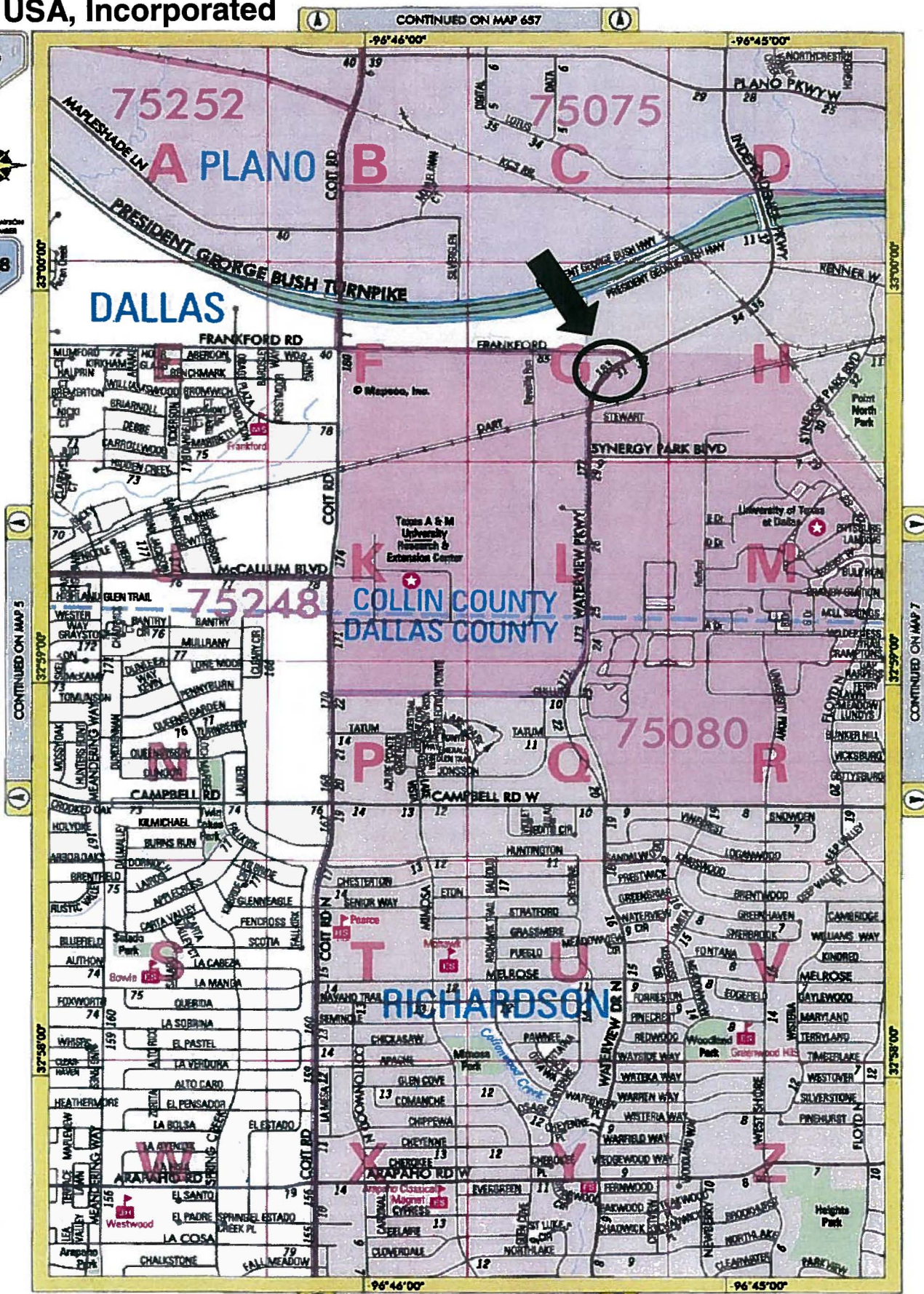
George Sun,  
Chief Executive Officer

Gary T. Siegal,  
Director of Operations

## **MAP**

Attached.





18325 Waterview Parkway





April 23, 2008

**WHEREAS**, the City recognizes the importance of its role in local economic development; and

**WHEREAS**, on April 9, 2008, the City Council authorized the continuation its participation in tax abatement and established by Resolution No.08-1050, as amended, appropriate Public/Private Partnership Program Guidelines and Criteria governing tax abatement agreements to be entered into by the City as required by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A. Tax Code, Chapter 312 (the "Act"); and

**WHEREAS**, on April 9, 2008, the City Council elected to continue its participation in economic development grants per Chapter 380 of the Texas Local Government Code by Resolution No. 08-1050, as amended; and

**WHEREAS**, the City desires to enter into an economic development grant agreement with ZTE USA, Inc. and Prime Art and Jewel, Inc. (PAJ) associated with the relocation of ZTE USA, Inc.'s U.S. corporate headquarters to 18325 Waterview Parkway, Dallas, Texas, 75252.

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager, upon approval as to form by the City Attorney is hereby authorized to execute a Chapter 380 economic development grant agreement with ZTE USA, Inc. and Prime Art and Jewel, Inc. (PAJ) related to ZTE's U.S. corporate headquarters relocation to 18325 Waterview Parkway and related tenant improvements at the site.

**Section 2.** That the economic development grant with ZTE USA, Inc. and Prime Art and Jewel, Inc. (PAJ), in an amount not to exceed \$192,750 will be payable upon substantial completion of tenant improvements and the relocation of 100 jobs to the new U.S. corporate headquarters for ZTE USA, Inc. at 18325 Waterview Parkway by September 30, 2008.

**Section 3.** That \$66,000 of the \$192,750 grant will be payable to Prime Art and Jewel, Inc. for tenant improvements of said property

**Section 4.** That the City Controller is hereby authorized to encumber and disburse funds from: Fund 0352, Department ECO, Unit 9992, Object 3562, Activity PPPF, Encumbrance No. ECO9992G083, Vendor Nos. VS0000031177 and 354044, in an amount not to exceed \$192,750.

April 23, 2008

**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.

Distribution: Office of Economic Development - Tenna Kirk, 5CS  
Office of Economic Development – Sajid Safdar, 2CN  
City Attorney's Office - Barbara Martinez

**ADDENDUM ITEM # 9**

**KEY FOCUS AREA:** Public Safety Improvements and Crime Reduction

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Police

**CMO:** Ryan S. Evans, 670-3314

**MAPSCO:** 45U

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**SUBJECT**

Authorize the establishment of the Dallas Police Department Museum located on the second floor lobby of the Jack Evans Police Headquarters Facility - Financing: No cost consideration to the City

**BACKGROUND**

The Jack Evans Police Headquarters Building located at 1400 South Lamar Street, Dallas, Texas 75215 has available space on the second floor lobby area for the Dallas Police Department Museum. The contents of the museum will include a collection of historical artifacts, documents, photographs, badges, and other items related to the history of the Dallas Police Department.

The Dallas Police Department Museum, Inc. has been incorporated as a nonprofit corporation under the laws of the State of Texas and will be governed by a Museum Board of Directors that is appointed by the Chief of Police. The Museum Board of Directors is responsible for fund-raising efforts that will provide necessary equipment costs for the display and maintenance of the collection. The museum collection can be displayed in the Jack Evans Police Headquarters Building without interfering with the mission of the Dallas Police Department.

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

Briefed to the Public Safety Committee on April 21, 2008.

**FISCAL INFORMATION**

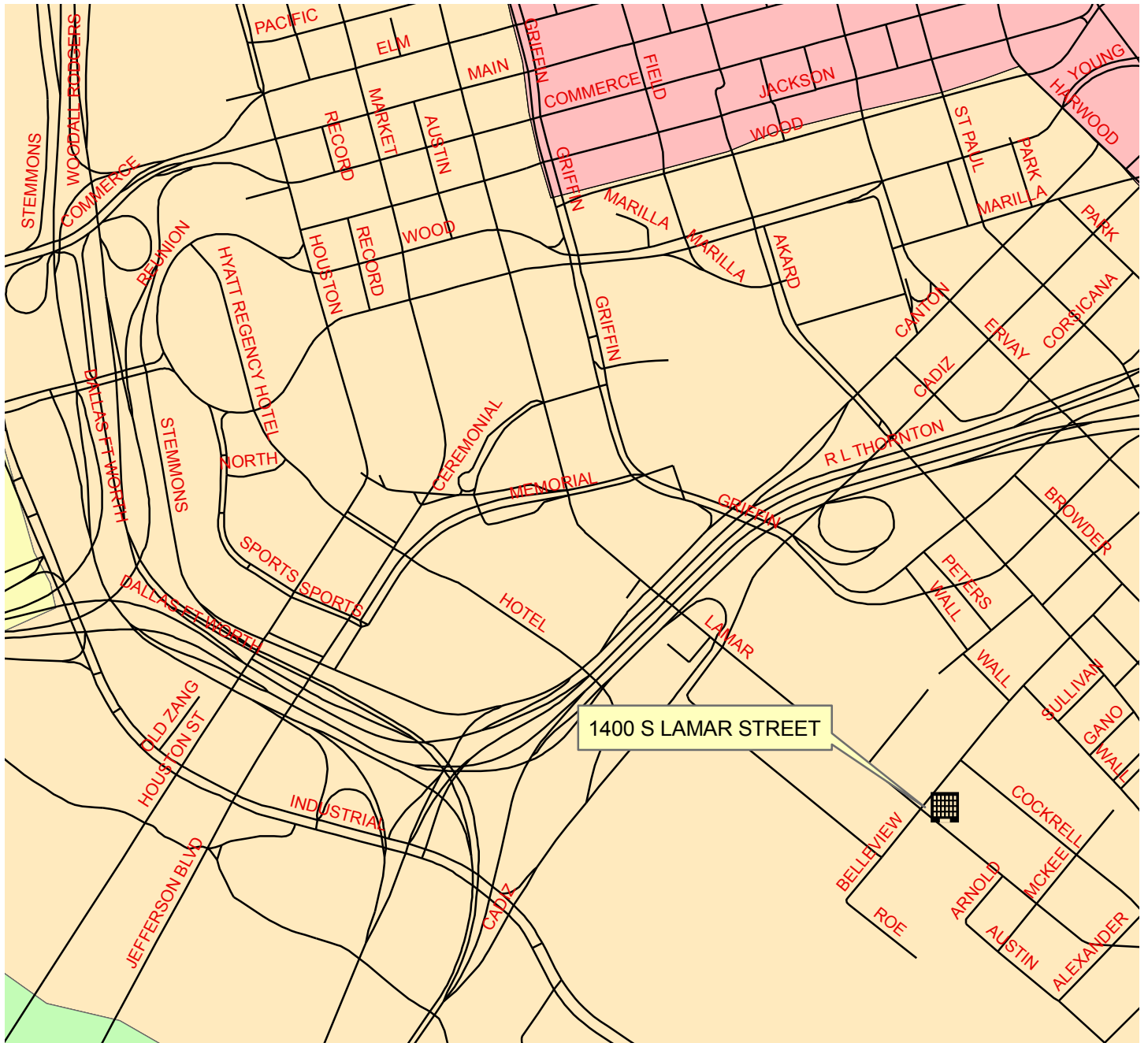
No cost consideration to the City.

**MAP**

Attached

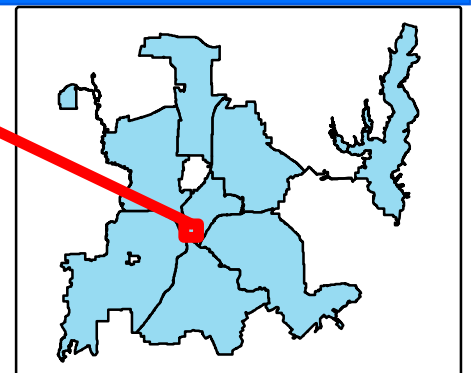


# JACK EVANS POLICE HEADQUARTERS



## Legend

— sdevector.SDE.Streets



April 23, 2008

**WHEREAS**, the City Council is vitally interested in the history of the Dallas Police Department; and

**WHEREAS**, the Dallas Police Department has dedicated resources and efforts toward the development of a Dallas Police Museum; and

**WHEREAS**, the Dallas Police Department Museum, Inc. ("Museum Corporation") has been incorporated as a nonprofit corporation under the laws of the State of Texas; and

**WHEREAS**, the Museum Corporation has a collection of historical artifacts, documents, photographs, badges, and other items related to the history of the Dallas Police Department; and

**WHEREAS**, the historical artifacts, documents, photographs, badges, and other items maintained by the Museum Corporation are of interest to the City of Dallas, the Dallas Police Department, and the citizens of Dallas, Texas; and

**WHEREAS**, the Museum Corporation would like to display parts of its collection to the public in order for the public to view and appreciate the history of the Dallas Police Department; and

**WHEREAS**, the Museum Corporation currently lacks a place to publicly display its collection; and

**WHEREAS**, the Headquarters of the Dallas Police Department is located in the Jack Evans Building, 1400 South Lamar Street, Dallas, Texas 75215 ("Jack Evans Police Headquarters"); and

**WHEREAS**, the Jack Evans Police Headquarters has available space on the second floor lobby in an area that currently displays a portrait of Johnny W. Sides, a Dallas Police Officer killed in the line of duty; and

**WHEREAS**, the City Council is interested in expanding the historical collection displayed on the second floor of the Jack Evans Police Headquarters; and

**WHEREAS**, the Museum Corporation can display all or part of its collection in the Jack Evans Police Headquarters without interfering with the mission of the Dallas Police Department and can do so with de minimus cost to the City of Dallas; and

**WHEREAS**, this area was designed for use as a Police Museum;

April 23, 2008

**Now, Therefore,**

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

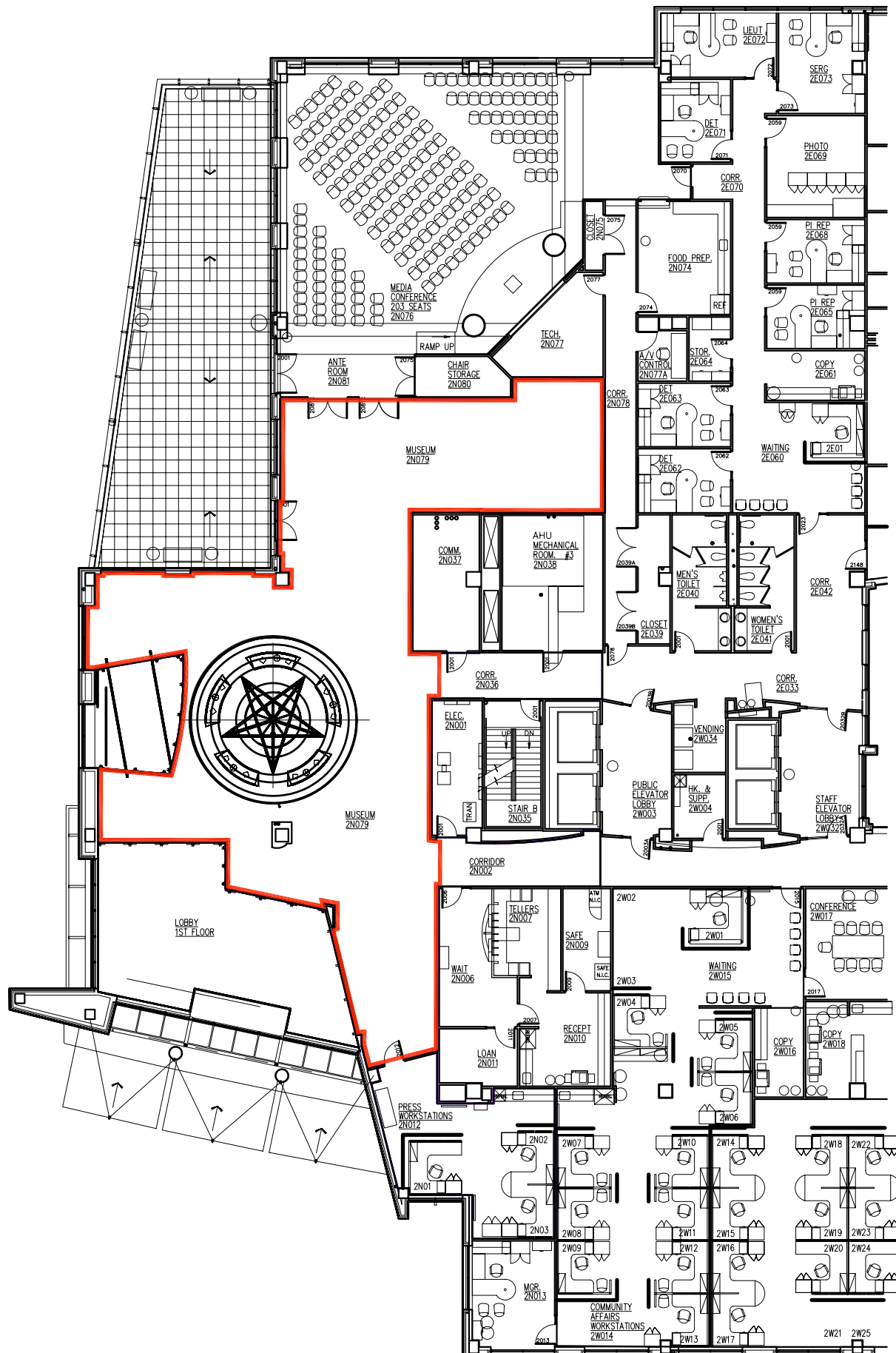
**Section 1.** A museum site for the Dallas Police Department shall be provided on the second floor of the Jack Evans Police Headquarters in the area designated in the attached Exhibit "A." The Museum Corporation will include displays of its collection in the designated areas and shall not charge the public for viewing the display.

**Section 2.** The City shall permit use of the space designated in the attached Exhibit "A" as a museum for the Dallas Police Department so long as the Dallas Police Department maintains its headquarters in the Jack Evans Police Headquarters.

**Section 3.** The area designated as the museum site will not interfere with the daily operations of the Jack Evans Headquarters and will allow individuals to pass through the museum to the auditorium and other areas of the police headquarters without intrusion or delay.

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







**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 13

**DEPARTMENT:** Public Works & Transportation  
Department of Development Services

**CMO:** Ramon F. Miguez, P.E., 670-3308  
A. C. Gonzalez, 671-8925

**MAPSCO:** 26K

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**SUBJECT**

Authorize **(1)** a contract with McMahon Contracting, L.P., lowest responsible bidder of five, for the reconstruction of street paving, storm drainage, water and wastewater main improvements for Treehouse Lane, Meadow Road and Rambler Road; **(2)** assignment of the contract to Next Block-Dallas I, L.P., for construction administration; **(3)** the receipt and deposit of funds from Next Block-Dallas I, L.P. in the amount of \$1,886,268; and **(4)** an increase in appropriations in the amount of \$1,886,268 - Total not to exceed \$4,065,810 - Financing: 2006 Bond Funds (\$2,179,542) and Capital Projects Reimbursement Funds (\$1,886,268)

**BACKGROUND**

On June 13, 2007, the City entered into a development agreement with Next Block-Dallas I, L.P., in which Next Block-Dallas I, L.P. agrees to provide engineering design and construction administration for approximately \$10 million in public improvements funded through the 2006 Bond Program, and to invest at least \$12 million in additional improvements, including demolition, asbestos abatement, and additional infrastructure improvements to prepare the property for future development. Next Block-Dallas I, L.P. owns approximately 83 acres located north of Walnut Hill and east of North Central Expressway (U.S. 75).

This action represents the first phase of improvements in this area. The proposed improvements include reconstruction of Rambler Road from Meadow to Walnut Hill, the widening of the existing Meadow Road pavement to 59 feet from the DART rail to Rambler, and construction of a new street, Treehouse Lane from Central Expressway east to near Manderville. The improvements will include drive approaches, storm drainage, water and wastewater mains, brick pavers, and underground utility ductbanks.

## **BACKGROUND** (Continued)

The developer is participating directly in the construction of these streets in the amount of \$1.89 million in accordance with the terms of the development agreement, as well as providing construction administration for the work.

The following chart shows McMahon Contracting, L.P.'s contractual activities for the past three years:

	<b><u>PWT</u></b>	<b><u>WTR</u></b>	<b><u>PKR</u></b>
Projects Completed	1	0	0
Change Orders	0	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

## **ESTIMATED SCHEDULE OF PROJECT**

Begin Construction	May 2008
Complete Construction	January 2009

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Authorized a development agreement with Next Block Dallas I, L.P. on June 13, 2007, by Resolution No. 07-1743.

Authorized a professional services contract on September 26, 2007, by Resolution No. 07-2831.

## **FISCAL INFORMATION**

2006 Bond Funds - \$2,179,542.30

Private Funds - \$1,886,267.30

Construction	
Paving & Drainage - (PBW)	\$2,179,542.30
Private Funds	<u>\$1,886,267.30</u>

Total Project Cost	\$4,065,809.60
--------------------	----------------

## **M/WBE INFORMATION**

See Attached.

## **ETHNIC COMPOSITION**

### **McMahon Contracting, L.P.**

Hispanic Female	0	Hispanic Male	84
African-American Female	0	African-American Male	2
Other Female	0	Other Male	0
White Female	3	White Male	18

## **BID INFORMATION**

The following bids with quotes were received and opened on February 28, 2008:

\*Denotes successful bidder(s)

<b><u>BIDDERS</u></b>	<b><u>BID AMOUNT</u></b>
*McMahon Contracting, L.P. P.O. Box 153086 Irving, TX 75015-3086	\$4,065,809.60
Tiseo Paving	\$4,278,668.61
Austin Bridge	\$4,666,436.80
Texas Standard Construction	\$4,823,050.80
Jeske Construction	\$5,504,931.70
Engineer's estimate: PBW	\$2,179,542.30
DWU	<u>\$1,886,267.30</u>
Total estimate:	\$4,065,809.60

## **OWNER(S)**

### **McMahon Contracting, L.P.**

Shawn McMahon, Member/Manager

## **MAP**

Attached.

## **GOOD FAITH EFFORT PLAN SUMMARY**

**PROJECT:** Authorize **(1)** a contract with McMahon Contracting, L.P., lowest responsible bidder of five, for the reconstruction of street paving, storm drainage, water and wastewater main improvements for Treehouse Lane, Meadow Road and Rambler Road; **(2)** assignment of the contract to Next Block-Dallas I, L.P., for construction administration; **(3)** the receipt and deposit of funds from Next Block-Dallas I, L.P. in the amount of \$1,886,268; and **(4)** an increase in appropriations in the amount of \$1,886,268 - Total not to exceed \$4,065,810 - Financing: 2006 Bond Funds (\$2,179,542) and Capital Projects Reimbursement Funds (\$1,886,268)

McMahon Contracting, L.P. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$3,963,323.60	97.48%
Total non-local contracts	\$102,486.00	2.52%
<b>TOTAL CONTRACT</b>	<b>\$4,065,809.60</b>	<b>100.00%</b>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION**

#### **Local Contractors / Sub-Contractors**

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
New Star Grading & Paving	HMDB36124Y1208	\$435,750.00	10.99%
Orneles & Son Trucking	HMDB36223Y1208	\$73,800.00	1.86%
J. E. Guzman	HMMB36490N019	\$73,000.00	1.84%
Supreme Sawing & Sealing	HMBD34678Y0808	\$67,219.00	1.70%
SYB Construction	WFDB35128Y1008	\$315,276.00	7.95%
Rebar Service & Supply Inc.	WFDB33518Y0208	\$94,000.00	2.37%
10 Point Environmental	WFWB35467N1008	\$11,500.00	0.29%
<b>Total Minority - Local</b>		<b>\$1,070,545.00</b>	<b>27.01%</b>

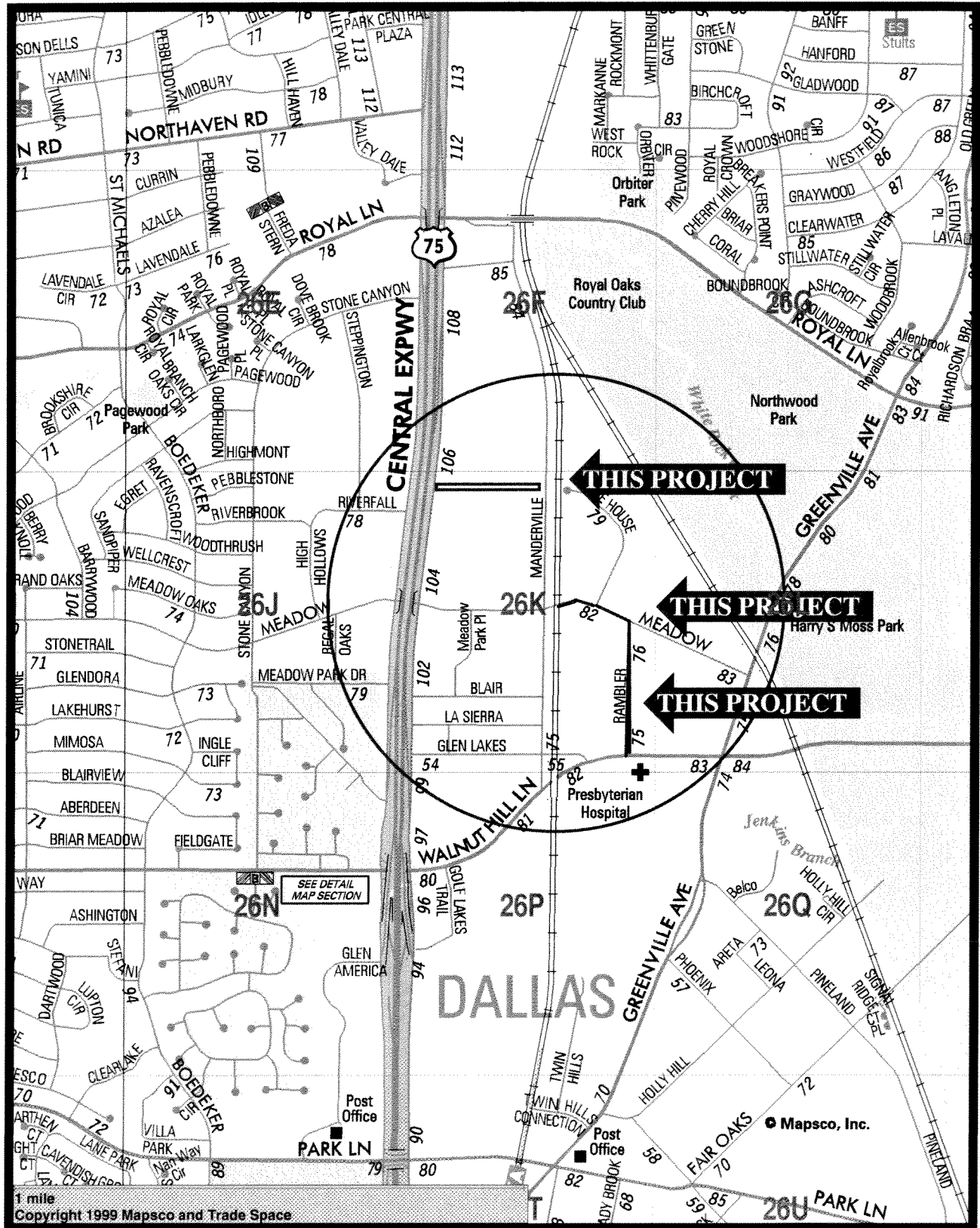
#### **Non-Local Contractors / Sub-Contractors**

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Choctaw Pipe & Equipment, Inc.	WFWB34698Y0808	\$102,486.00	100.00%
<b>Total Minority - Non-local</b>		<b>\$102,486.00</b>	<b>100.00%</b>

**TOTAL M/WBE CONTRACT PARTICIPATION**

	<b><u>Local</u></b>	<b><u>Percent</u></b>	<b><u>Local &amp; Non-Local</u></b>	<b><u>Percent</u></b>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$649,769.00	16.39%	\$649,769.00	15.98%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$420,776.00	10.62%	\$523,262.00	12.87%
	<hr/>	<hr/>	<hr/>	<hr/>
Total	\$1,070,545.00	27.01%	\$1,173,031.00	28.85%

# TREEHOUSE LANE, MEADOW ROAD, RAMBLER ROAD



**MAPSCOS 26K**



April 23, 2008

**WHEREAS**, bids were received on February 28, 2008, for the reconstruction of street paving, storm drainage, water and wastewater main improvements for Treehouse Lane, Meadow Road and Rambler Road as follows:

<b><u>BIDDERS</u></b>	<b><u>AMOUNT OF BID</u></b>
McMahon Contracting, L.P.	\$4,065,809.60
Tiseo Paving	\$4,278,668.61
Austin Bridge	\$4,666,436.80
Texas Standard Construction	\$4,823,050.80
Jeske Construction	\$5,504,931.70

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to enter into a contract with McMahon Contracting, L.P. for the reconstruction of street paving, storm drainage, water and wastewater main improvements for Treehouse Lane, Meadow Road and Rambler Road in an amount not to exceed \$4,065,809.60, it being the lowest responsive bid received as indicated by the tabulation of bids.

**Section 2.** That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

**Section 3.** That the City Controller is hereby authorized to receive and deposit funds from Next Block-Dallas I, L.P., in the amount of \$1,886,268, in the Capital Projects Reimbursement Fund 0556, Department PBW, Unit P454, Revenue Source 8492.

**Section 4.** That the City Manager is hereby authorized to increase appropriations in the Capital Projects Reimbursement Fund 0556, Department PBW, Unit P454, Object 4510, in the amount of \$1,886,268.

**Section 5.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Street and Transportation Improvements Fund	
Fund 6T22, Department PBW, Unit U153, Act. BFRM	
Obj. 4421, Program #PB06U153, CT PBW06U153G1-01	
Vendor #505096, in an amount not to exceed	\$7,618.00

April 23, 2008

Street and Transportation Improvements Fund  
Fund 6T22, Department PBW, Unit U154, Act. BFRM  
Obj. 4421, Program #PB06U154, CT PBW06U153G1-02  
Vendor #505096, in an amount not to exceed \$3,809.00

Street and Transportation Improvements Fund  
Fund 6T22, Department PBW, Unit U340, Act. SREC  
Obj. 4510, Program #PB06U340, CT PBW06U153G1-03  
Vendor #505096, in an amount not to exceed \$751,967.00

Street and Transportation Improvements Fund  
Fund 6T22, Department PBW, Unit U746, Act. SSUD  
Obj. 4510, Program #PB06U746, CT PBW06U153G1-04  
Vendor #505096, in an amount not to exceed \$694,749.00

Street and Transportation Improvements Fund  
Fund 6T22, Department PBW, Unit U767, Act. TGTN  
Obj. 4510, Program #PB06U767, CT PBW06U153G1-05  
Vendor #505096, in an amount not to exceed \$473,274.30

Street and Transportation Improvements Fund  
Fund 6T22, Department PBW, Unit U792, Act. THRF  
Obj. 4510, Program #PB06U792, CT PBW06U153G1-06  
Vendor #505096, in an amount not to exceed \$248,125.00

Capital Projects Reimbursement Fund  
Fund 0556, Department PBW, Unit P454, Act. ECBD  
Obj. 4510, Program #PBPRP454, CT PBW06U153G1-07  
Vendor #505096, in an amount not to exceed \$1,886,267.30

Total in an amount not to exceed \$4,065,809.60

**Section 4.** That the City Controller is hereby authorized to refund any unused advanced funds from Next Block-Dallas, I, L.P., from Fund 0556, Unit P454, Dept. PBW, Revenue Source 8492.

**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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101  
Public Works and Transportation, Modesta Pena, OCMC, Room 307  
Water Utilities, Esther Darden, 3AN  
Controller's Office, Sherrian Parham, 4BN

## **ADDENDUM ITEM # 11**

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** City Secretary

**CMO:** Deborah Watkins, 670-0653

**MAPSCO:** N/A

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### **SUBJECT**

An ordinance amending Chapter 15A of the Dallas City Code to: **(1)** provide requirements, procedures, and exemptions for the electronic filing of campaign finance reports; **(2)** provide for the posting of campaign finance reports on the City's website and the provision of paper copies of the reports upon request; **(3)** clarify reporting requirements of general purpose political committees; **(4)** provide transitional provisions; and **(5)** provide a penalty not to exceed \$500 - Financing: No cost consideration to the City

### **BACKGROUND**

In an effort to provide more efficiency and easier access to campaign finance reports, the Mayor and City Council requested an enhanced electronic filing system to allow quick, efficient access and search and sort capability for the citizens of Dallas. On April 2, 2008, following an evaluation of available systems, the City Secretary's Office presented a briefing to the City Council regarding electronic filing of campaign finance reports.

The City of Dallas has purchased software and coding information from the City of San Antonio at a cost of \$10,000.

The proposed ordinance amendment will enable the City of Dallas to require electronic filing of campaign finance reports by candidates, officeholders and political committees. The City of Dallas will become one of the leading cities in Texas to initiate electronic filing of campaign finance reports.

On April 4, 2008, the Texas Ethics Commission approved the City of Dallas' request for authorization to implement electronic filing of campaign finance reports.

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

This item has no prior action.

## **FISCAL INFORMATION**

No cost consideration to the City

4/9/08

ORDINANCE NO. \_\_\_\_\_

An ordinance amending Section 15A-3 of and adding Article II, to be composed of Sections 15A-8 through 15A-13, to CHAPTER 15A, "ELECTIONS," of the Dallas City Code, as amended; defining terms; providing requirements and procedures for the electronic filing of campaign finance reports; providing defenses; providing that publicly accessible computer terminals will be made available for the electronic filing of campaign finance reports; providing for the posting of campaign finance reports on the city's website and the provision of paper copies of the reports upon request; clarifying reporting requirements of general purpose political committees; making certain semantic, grammatical, and structural changes; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, city officeholders, candidates for elective city office, and political committees are required to file campaign finance reports periodically with the city secretary pursuant to Title 15 of the Texas Election Code and Chapter 15A of the Dallas City Code; and

WHEREAS, the city council desires to make the information provided in campaign finance reports more convenient for the filers of those reports and more accessible to the residents of the city and other members of the public by requiring that such reports be filed electronically, with certain defenses; Now, Therefore,

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

SECTION 1. That Section 15A-3, "Campaign Contributions by Political Committees," of Article I, "Campaign Contributions," of CHAPTER 15A, "ELECTIONS," of the Dallas City Code, as amended, is amended to read as follows:

**"SEC. 15A-3. CAMPAIGN CONTRIBUTIONS BY POLITICAL COMMITTEES.**

(a) A general purpose political committee that makes a contribution to support or oppose a candidate for election to the city council or a city measure shall file with the city secretary:

(1) a copy of the latest campaign treasurer designation, a verified statement of the number of contributing members of the committee, and a copy of the monthly reports filed with the Texas Ethics Commission [~~Secretary of State~~]:

(A) for the three months immediately preceding the date of the contribution; and

(B) for the two months immediately following the date of the contribution; or

(2) if the committee does not file monthly reports with the Texas Ethics Commission [~~Secretary of State~~], then reports on the dates and covering the reporting periods required by state law for candidates or measures, whichever apply.

(b) A general purpose political committee shall make its initial filing with the city secretary no later than five business days following the date of its first contribution to support or oppose a candidate for city council or a city measure, the initial filing to include the required campaign treasurer designation, the verified statement of the number of contributing members of the committee, and copies of reports filed with the Texas Ethics Commission [~~Secretary of State~~] for the preceding three months, if the committee files monthly with the Texas Ethics Commission [~~Secretary of State~~]. Subsequent monthly reports filed by general purpose political committees must be filed with the city secretary by the deadline and covering the reporting periods designated in Chapter 254, Texas Election Code, for monthly reports filed with the Texas Ethics Commission [~~Secretary of State~~].

(c) Specific purpose political committees must file campaign reports with the city secretary in accordance with Chapter 254, Texas Election Code."

SECTION 2. That CHAPTER 15A, "ELECTIONS," of the Dallas City Code, as amended, is amended by adding new Article II, "Electronic Filing of Campaign Finance Reports," to be composed of Section 15A-8 through 15A-13, to read as follows:

## “ARTICLE II.

### ELECTRONIC FILING OF CAMPAIGN FINANCE REPORTS.

#### SEC. 15A-8. PURPOSE.

The purpose of this article is to require, with certain defenses, that campaign finance reports required to be filed with the city secretary by a city officeholder, a candidate for city elective office, or a political committee (whether general purpose or specific purpose) be filed in an electronic format. It is the intent of this article that the requirement of filing campaign finance reports in an electronic format will not inconvenience those required to file such reports and will afford persons interested in the information contained in the reports easier access and an efficient means by which such information may be examined or extracted.

#### SEC. 15A-9. DEFINITIONS.

(a) In this article:

(1) ELECTRONIC FORMAT means:

(A) for a filer other than a general purpose political committee, a format approved by the Texas Ethics Commission for use in the city of Dallas through which a report is entered, sent, and received through an electronic filing system provided by the city; or

(B) for a general purpose political committee, the electronic medium in which the committee filed its report with the Texas Ethics Commission under Section 254.036 of the Texas Election Code, as amended.

(2) FILER means the holder of a city elective office, any candidate for a city elective office, a political committee (whether general purpose or specific purpose) acting through a duly authorized representative, or any individual required to file a report under this chapter or Chapter 254 of the Texas Election Code, as amended.

(3) REPORT means a campaign finance report required to be filed with the city secretary under this chapter or Chapter 254 of the Texas Election Code, as amended, and includes any updates, corrections, or amendments to a campaign finance report.

(b) Terms not defined in this article but defined in Title 15 of the Texas Election Code, as amended, have the meanings ascribed to them in Title 15 of the Texas Election Code.

#### SEC. 15A-10. ELECTRONIC FILING REQUIRED; DEFENSES; PENALTY.

(a) A filer commits an offense if the filer fails to timely file a report with the city secretary in an electronic format. To be timely, an electronic report must be time and date stamped as having been received on the city’s server by 5 p.m. on the last day permitted for filing the particular report under Chapter 254 of the Texas Election Code, as amended.

(b) It is a defense to prosecution under Subsection (a) of this section that:

(1) the filer:

(A) (or an agent of the filer or a person with whom the filer contracts) does not use computer equipment to keep the current records of political contributions, political expenditures, or persons making political contributions to the filer; and

(B) does not, in a calendar year, accept political contributions that in the aggregate exceed \$20,000 or make political expenditures that in the aggregate exceed \$20,000; or

(2) the filer is an individual not acting in concert with another person who makes one or more direct campaign expenditures in an election from the individual's own property that exceed \$100 on any one or more candidates or measures if the individual complies with Chapter 254 of the Texas Election Code, as amended, as if the individual were a campaign treasurer of a political committee and the individual receives no reimbursement for the expenditures.

(c) A filer wishing to assert a defense described in Subsection (b) of this section shall file with the city secretary an affidavit, sworn under penalty of perjury, identifying the asserted defense and stating that the filer qualifies for the defense. A separate affidavit must be filed with each report that is not filed in an electronic format as required by this article.

(d) A filer who files an affidavit under Subsection (c) of this section asserting a defense for a particular report shall file that report with the city secretary in a non-electronic form prescribed by the Texas Ethics Commission pursuant to Section 254.036 of the Texas Election Code, as amended.

(e) An offense under this section is punishable by a fine not to exceed \$500.

**SEC. 15A-11. COMPUTER ACCESS; POSTING OF REPORTS; AVAILABILITY OF PAPER COPIES.**

(a) The city will provide publicly accessible computer terminals for filers to file reports in an electronic format.

(b) The city will post the electronic reports on the city's website.

(c) The city will make available, upon request, a paper copy of a report that conforms to the same format and paper size as the form prescribed by the Texas Ethics Commission pursuant to Section 254.036 of the Texas Election Code, as amended.

**SECS. 15A-12. THRU 15A-13. RESERVED.”**



SECTION 3. That the electronic filing requirements prescribed by this ordinance will be enforced beginning with the January 15, 2009 campaign finance reports. Campaign finance reports required prior to the January 15, 2009 reports may be filed with the city secretary in paper or electronic formats.

SECTION 4. That CHAPTER 15A of the Dallas City Code, as amended, will remain in full force and effect, save and except as amended by this ordinance.

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

SECTION 6. That this ordinance will 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:

THOMAS P. PERKINS, JR., City Attorney

By \_\_\_\_\_  
Assistant City Attorney

Passed \_\_\_\_\_

LC/DCC/00432A



## **ADDENDUM ITEM # 12**

**KEY FOCUS AREA:** Make Government More Efficient, Effective and Economical

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** Office of Financial Services

**CMO:** Dave Cook, 670-7804

**MAPSCO:** N/A

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### **SUBJECT**

Authorize **(1)** the issuance and sale of City of Dallas, Texas Combination Tax and Revenue Certificates of Obligation, Series 2008, in an amount not to exceed \$42,000,000; **(2)** approval of the Preliminary Official Statement; and **(3)** execution of the bond purchase agreement, and all other matters related thereto - Not to exceed \$211,400 - Financing: 2008 Certificates of Obligation

### **BACKGROUND**

On February 27, 2008, the City Council authorized preparation of plans to issue \$42,000,000 City of Dallas, Texas Combination Tax and Revenue Certificates of Obligation, Series 2008 to be used to acquire land for a convention center hotel.

Due to a potential increase in the fee for use of the most recent audited financial report in the official statement of Certificates of Obligation, Series 2008 authorized by this Ordinance, the Ordinance will revise the estimated costs of issuance in connection with the sale previously approved pursuant to Resolution No. 08-0712.

### **ESTIMATED SCHEDULE OF PROJECT**

Authorized Preparation for Issuance of Certificates of Obligation – February 27, 2008  
Publication of Notice of Intention to Sell Certificates of Obligation – March 18, 2008 and March 25, 2008  
Pricing – April 22, 2008  
Delivery of Proceeds – May 22, 2008

### **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On February 19, 2008, the Economic Development Committee was briefed.

On February 27, 2008, the City Council authorized preparation for issuance of Certificates of Obligation by Resolution No. 08-0712.

## **FISCAL INFORMATION**

2008 Certificates of Obligation - \$211,400

The total estimated issuance costs of \$211,400 will be funded from the certificates of obligation proceeds.

## **M/WBE INFORMATION**

Attachment 1 provides an estimate of bond issuance costs. This amount includes \$44,380 or 21.0% to be paid to M/WBE firms for various services. (See Attachment 1 for cost and M/WBE participation information.)

## ATTACHMENT 1

### **\$42,000,000** **Certificates of Obligation, Series 2008**

#### Estimated Total Issuance Costs and M/WBE Participation

**Co-Bond Counsel**

McCall, Parkhurst & Horton, L.L.P	45,000	21.3%
Escamilla & Poneck Inc.	17,500	8.3%

**Co-Financial Advisors**

First Southwest Company	28,320	13.4%
Estrada Hinojosa	18,880	8.9%

**Structuring Fee**

First Southwest Company	12,000	5.7%
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**Official Statement Typing**

First Southwest Company	1,500	0.7%
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**Official Statement Printing**

Munoz Printing Co.	8,000	3.8%
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**Rating Agencies**

Moody's Investors Service	13,750	6.5%
Standard & Poor's	16,000	7.6%

**Auditor**

KPMG L.L.P.	40,000	18.9%
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**Dallas Morning News**

950	0.4%
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**Filing Fee**

Attorney General	9,500	4.5%
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**Total Issuance Costs**

211,400	100%
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Total M/WBE Participation as % of Total Issuance Costs: 21.0%



**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF DALLAS, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2008; PRESCRIBING THE FORM OF SAID CERTIFICATES; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT RELATING TO THE SALE OF SAID CERTIFICATES; APPROVING THE OFFICIAL STATEMENT; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN IMMEDIATE EFFECTIVE DATE**

WHEREAS, on the 27th day of February, 2008, the City Council of the City of Dallas (the "City" or the "Issuer") authorized and directed that a notice of its intention to issue the herein authorized Certificates of Obligation be published in a newspaper as required by Section 271.049 of the Texas Local Government Code; and

WHEREAS, said notice was published in *The Dallas Morning News* on March 18, 2008 and March 25, 2008; and

WHEREAS, at the City Council meeting held April 23, 2008, it was announced that the sale of the Certificates of Obligation would be held at the regular meeting of the City Council of the City to be held on May 14, 2008, at 9:00 a.m. in the City Council chambers; and

WHEREAS, no petition, signed by 5% of the qualified electors of the City as permitted by Section 271.049 of the Texas Local Government Code protesting the issuance of such Certificates of Obligation, has been filed; and

WHEREAS, the Certificates of Obligation hereinafter authorized are to be issued and delivered pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code; and

WHEREAS, the meeting at which this Ordinance is considered was open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS, TEXAS;**

Section 1. **AUTHORIZATION OF CERTIFICATES OF OBLIGATION.** That the City's Certificates of Obligation, to be designated the "City of Dallas, Texas Combination Tax and Revenue Certificates of Obligation, Series 2008" (the "Certificates"), are hereby authorized to be issued and delivered in the principal amount of \$\_\_\_\_\_, for the purpose of providing part of the funds for paying contractual obligations to be incurred by the City for the acquisition of approximately 8.4 acres of land located at the intersection of Lamar and Young Streets for authorized municipal purposes including, without limitation, as a site for the construction of a proposed convention center

hotel, and the payment of fiscal, engineering and legal fees incurred in connection therewith. The term "Certificates" as used in this Ordinance shall mean and include collectively the Certificates of Obligation initially issued and delivered pursuant to this Ordinance and all substitute Certificates of Obligation exchanged therefor, as well as all other substitute Certificates of Obligation and replacement Certificates of Obligation issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 2. **DATE, DENOMINATIONS, NUMBERS AND MATURITIES.** That the Certificates shall initially be issued, sold and delivered hereunder as fully registered certificates, without interest coupons, dated April 15, 2008, in the respective denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of the Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the Certificates shall mature and be payable on February 15 in each of the years and in the principal amounts as follows:

**MATURITY DATE: FEBRUARY 15**

<u>YEARS</u>	<u>AMOUNTS (\$)</u>	<u>YEARS</u>	<u>AMOUNTS (\$)</u>
2009		2014	
2010		2015	
2011		2016	
2012		2017	
2013		2018	

The Certificates shall be issued in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination").

Section 3. **REDEMPTION.** (a) *Optional Redemption.* That the City reserves the right to redeem the Certificates maturing on or after \_\_\_\_\_ 15, 20\_\_, in whole or in part in Authorized Denominations, on \_\_\_\_\_ 15, 20\_\_, or on any date thereafter, for the principal amount thereof plus accrued interest thereon, without premium, to the date fixed for redemption. The years of maturity of the Certificates called for redemption at the option of the City prior to stated maturity shall be selected by the City. The Certificates or portions thereof redeemed within a maturity shall be selected by lot or other method by the Paying Agent/Registrar (hereinafter defined); *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

(b) *Notice.* At least 30 days prior to the date fixed for any such redemption the City shall cause a written notice of such redemption to be deposited in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books (hereinafter defined) of the Paying Agent/Registrar. By the date fixed for any such



redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Certificates or any portion thereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in this Ordinance. In addition to the foregoing, the City shall cause the Paying Agent/Registrar to give notice of any such redemption in the manner set forth in Section 5(h) hereof. The failure to cause such notice to be given, however, or any defect therein, shall not affect the validity or effectiveness of such redemption.

Section 4. **INTEREST.** That the Certificates scheduled to mature during the years, respectively, set forth below shall bear interest at the following rates per annum:

maturities 2009, _____%	maturities 2014, _____%
maturities 2010, _____%	maturities 2015, _____%
maturities 2011, _____%	maturities 2016, _____%
maturities 2012, _____%	maturities 2017, _____%
maturities 2013, _____%	maturities 2018, _____%

Said interest shall be payable to the registered owner of any such Certificate in the manner provided and on the dates stated in the FORM OF CERTIFICATE. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 5. **CHARACTERISTICS OF THE CERTIFICATES.** (a) *Appointment of Paying Agent/Registrar; Duties as Registrar.* That the City shall keep or cause to be kept at the corporate trust office designated by U.S. Bank National Association, as its place of payment for the Certificates, or such other bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve and perform duties of and services of paying agent and registrar, named in accordance with the provisions of (g) of this Section hereof (the "Paying Agent/Registrar"), books or records of the registration and transfer of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep the Registration Books and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The place of payment so designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered

owner and record in the Registration Books the address of such registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any entity other than the City. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender of such Certificate for transfer of registration and cancellation to the Paying Agent/Registrar at its Designated Trust Office during normal business hours, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of the Certificate, or any portion thereof in any Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have the Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute certificate or certificates shall be issued in exchange therefor in the manner herein provided. As of the date this Ordinance is approved by the City, the Designated Trust Office is the Minneapolis, Minnesota corporate trust office of U.S. Bank National Association. U.S. Bank National Association is the successor entity to Wachovia Bank, National Association.

(b) *Ownership Established in Registration Books.* The entity in whose name any Certificate shall be registered in the Registration Books at any time shall be treated as the absolute owner thereof for all purposes of this Ordinance, whether such Certificate shall be overdue, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Certificate shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

(c) *Paying Agent.* The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, and to act as its agent to exchange or replace Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all exchanges thereof, and all replacements thereof, as provided in this Ordinance.

(d) *Exchange of Certificates.* Each Certificate may be exchanged for fully registered bonds in the manner set forth herein. Each Certificate issued and delivered pursuant to this Ordinance, to the extent of the unredeemed principal amount thereof, may, upon surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the form prescribed in the FORM OF CERTIFICATE, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Certificate shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unredeemed principal amount of any Certificate or Certificates so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Certificate shall be redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or

Certificates having the same maturity date, bearing interest at the same rate, in an Authorized Denomination at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Certificate or portion thereof is assigned and transferred, each Certificate issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall exchange or replace Certificates as provided herein, and each fully registered Certificate or Certificates delivered in exchange for or replacement of any Certificate or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided that any Certificate delivered in exchange for or replacement of another Certificate prior to the first scheduled interest payment date on the Certificates (as stated on the face thereof) shall be dated the same date as such Certificate, but each substitute Certificate so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which such substitute Certificate is delivered, unless such substitute Certificate is delivered on an interest payment date, in which case it shall be dated as of such date of delivery; *provided, however*, that if at the time of delivery of any substitute Certificate the interest on the Certificate for which it is being exchanged has not been paid, then such substitute Certificate shall be dated as of the date to which such interest has been paid in full. On each substitute Certificate issued in exchange for or replacement of any Certificate or Certificates issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth in the FORM OF CERTIFICATE (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Certificate, date such substitute Certificate in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Certificate shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates surrendered for exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Certificate or portion hereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Chapter 1206, Texas Government Code, the duty of exchange or replacement of any Certificate as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate so selected for redemption, in whole or in part, within 45 calendar days of the date fixed for redemption; *provided, however*, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled principal of a Certificate.

(e) *Characteristics of the Certificates.* All Certificates issued in exchange or replacement of any other Certificate or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and

assigned, (iv) may be exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the FORM OF CERTIFICATE.

(f) *Fees of Paying Agent/Registrar.* The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Certificates, but the registered owner of any Certificate requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The registered owner of any Certificate requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such Certificate or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof in any Authorized Denomination, and in the case of the exchange of the unredeemed portion of a Certificate which has been redeemed in part prior to maturity, as provided in this Ordinance, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Certificates solely to the extent above provided, and with respect to the exchange of Certificates solely to the extent above provided.

(g) *Change in Paying Agent/Registrar.* The City covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, or other entity duly qualified and legally authorized to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified national or state banking institution which shall be an entity organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) *Additional Notice of Redemption.* (i) In addition to the manner of providing notice of redemption of Certificates as set forth in Section 3(b) hereof, the Paying Agent/Registrar shall give notice of redemption of Certificates by United States mail, first-class postage prepaid, at least 30 days prior to a redemption date to each NRMSIR (as defined in Section 7 hereof) and the SID (as defined in Section 7 hereof). In addition, in the event of a redemption caused by an advance refunding of the Certificates, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least 30 days but not more than 90 days prior to the actual redemption date. Any notice sent to the NRMSIRs or the SID shall be sent so that they are received at least two days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the owner of any Certificate who has not sent the Certificates in for redemption 60 days after the redemption date.

(ii) Each redemption notice, whether required in the FORM OF CERTIFICATE or otherwise by this Ordinance, shall contain a description of the Certificates to be redeemed, including the complete name of the Certificates, the series, the interest rate, the maturity date, the CUSIP number, if any, the amounts called of each Certificate, the publication and mailing date for the notice (in the manner as provided in the FORM OF CERTIFICATE), the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Certificate may be redeemed, including contact information and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Certificates shall include CUSIP numbers relating to each amount paid to such registered owner.

Section 6. **FORM OF CERTIFICATES.** That the form of all Certificates, including the form of the Authentication Certificate, the form of Assignment, and the form of the Comptroller's Registration Certificate to accompany the Certificates on the initial delivery thereof, shall be, respectively, substantially in the form set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. An appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Certificates is authorized to be printed thereon.

Section 7. **DEFINITIONS.** That as used in this Ordinance, the term "MAC" shall mean the Municipal Advisory Council of Texas; the term "MSRB" shall mean the Municipal Securities Rulemaking Board; the term "NRMSIR" shall mean each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time; the term "Rule" shall mean SEC Rule 15c2-12, as amended from time to time; the term "SEC" means the United States Securities and Exchange Commission; the term "SID" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time; and the term "Surplus Revenues" shall mean those revenues from the operation of the City's drainage utility system remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates.

Section 8. **INTEREST AND SINKING FUND.** That a special fund or account, to be designated the "City of Dallas, Texas Series 2008 Certificate of Obligation Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the City shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide a sinking fund to pay the principal of the Certificates as such principal matures, but never less than 2% of the original amount of the Certificates as a sinking fund each year. Said rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any of the Certificates are outstanding and unpaid, and said ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest and principal matures or comes due, are hereby pledged for such payment, within the limit prescribed by law.

Section 9. **REVENUES.** That the Certificates of Obligation are additionally secured by and shall be payable from the Surplus Revenues. The Surplus Revenues are pledged by the City pursuant to authority of Chapter 402, Texas Local Government Code, specifically Subchapter C thereof. The City shall promptly deposit the Surplus Revenues upon their receipt to the credit of the Interest and Sinking Fund created pursuant to Section 8, to pay the principal and interest on the Certificates of Obligation. The amount of Surplus Revenues pledged to the payment of the Certificates of Obligation shall not exceed \$1,000. Notwithstanding the foregoing, if the City deposits or budgets to be deposited in the Interest and Sinking Fund any other revenues, income or resources, including, without limitation, Surplus Revenues (the "Available Revenues"), in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of ad valorem taxes which otherwise would have been required to be levied may be reduced to the extent and by the amount of the Available Revenues then on deposit or budgeted to be deposited in the Interest and Sinking Fund.

Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and the Surplus Revenues granted by the City under Sections 8 and 9, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Surplus Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 10. **TRANSFER.** That the City shall do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund in ample time to pay the principal and interest due on the Certificates.

Section 11. **SECURITY FOR FUNDS.** That the Interest and Sinking Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and the Interest and Sinking Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 12. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.** (a) *Replacement Certificates.* That in the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) *Application for Replacement Certificates.* Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) *No Default Occurred.* Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement certificate, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates.* Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is damaged, mutilated, lost, stolen, or destroyed shall constitute a contractual obligation of the City whether the damaged, mutilated, lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates.* In accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the City or any other body or

person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 5(a) of this Ordinance for Certificates issued in conversion and exchange of other Certificates.

Section 13. **FEDERAL INCOME TAX MATTERS.** That the City covenants to refrain from any action which would adversely affect, or to take such action as to ensure, the treatment of the Certificates as obligations described in Section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of Section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates (less amount deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate", within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or five percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of Section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of Section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in Section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(1) proceeds of the Certificates invested for a reasonable temporary period of three years or less until such proceeds are needed for the purpose for which the Certificates are issued,



(2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage) and, to the extent applicable, Section 149(d) of the Code (relating to advance refundings); and

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of Section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code.

For purposes of the foregoing (a) and (b), the City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or ruling are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under Section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, any Assistant City Manager, the Chief Financial Officer of the City and the Deputy Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code, and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

In order to facilitate compliance with clause (h) above, a "Rebate Fund" is hereby established and held by the City for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the holders of the Certificates. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

Section 14. **ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT.** That the City covenants to account for the expenditure of proceeds from the sale of the Certificates and any investment earnings thereon to be used for the purposes described in Section 1 hereof (each such purpose shall be referred to herein and Section 15 hereof as the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (a) the expenditure on the Project is made or (b) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for the proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the later of (a) the fifth anniversary of the date of delivery of the Certificates or (b) the date the Certificates are retired. The City agrees to obtain the advise of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion from nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 15. **DISPOSITION OF PROJECT.** That the City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 16. **CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES.** That the City Manager or the designee thereof is hereby authorized to have control of the Certificates and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates, said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate accompanying the Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each such certificate. After registration by said Comptroller, delivery of the Certificates shall be made to the Underwriters, as defined in Section 19 below, under and subject to the general supervision and direction of the City Manager, against receipt by the City of all amounts due to the City under the terms of sale.

Section 17. **DTC REGISTRATION.** That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated

under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Certificates initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Certificates on behalf of the Underwriters and their respective participants. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify ownership of the Certificates in integral amounts of \$5,000, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Certificates initially deposited with DTC shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City and the Paying Agent/Registrar are not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and charges of DTC. The City does not represent, nor does it in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Certificates is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. In connection with the initial establishment of the foregoing book-entry system with DTC, the City heretofore has executed a "Blanket Letter of Representations" prepared by DTC in order to implement the book-entry system described above.

Section 18. **CONTINUING DISCLOSURE OBLIGATION.** (a) *Annual Reports.* (i) The City shall provide annually to each NRMSIR and any SID, within six months after the end of each fiscal year ending in or after 2007, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 19 of this Ordinance, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements by the required time, and shall provide audited financial statements for the applicable fiscal year to each NRMSIR and any SID, when and if the audit report on such statements becomes available.

(ii) If the City changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(b) *Material Event Notices.* The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Certificates of Obligation, if such event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates;
8. Certificate calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates; and
11. Rating changes.

The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. Any filing under this Section may be made solely by transmitting such filing to the MAC as provided at <http://www.disclosureusa.org>, unless the SEC has withdrawn the interpretive advice stated in its letter to the MAC dated September 7, 2004.

(c) *Limitations, Disclaimers, and Amendments.* (i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give written notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's

financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 19. **SALE.** (a) *Sale of Certificates.* That the sale of the Certificates to Citigroup Global Markets Inc., acting on its behalf and on behalf of the investment banking firms (collectively, the "Underwriters"), named in the hereinafter defined Purchase Agreement, at the purchase price set forth in the hereinafter defined Purchase Agreement, is hereby authorized, ratified and confirmed.

It is hereby officially found, determined and declared that the Certificates were sold at terms that were the most advantageous reasonably obtained.

(b) *Purchase Agreement.* The Certificates are to be sold to the Underwriters pursuant to the terms of a Certificate Purchase Agreement between the City and the Underwriters (the "Purchase Agreement"), in substantially the form attached to this Ordinance as Exhibit C. The City Manager is authorized to execute the Purchase Agreement on behalf of the City.

(c) *Offering Documents.* The use of the "Preliminary Official Statement" prepared in connection with the sale of the Certificates, a true and correct copy of which is attached to this Ordinance as Exhibit D, is hereby ratified and approved. The City Manager and the Chief Financial Officer of the City are hereby authorized and directed to provide for and oversee the preparation of the final official statement in connection with the issuance of the Certificates, and to approve such final official statement in compliance with the Rule and to provide it to the Underwriters in compliance with the Rule.

Section 20. **INTEREST EARNINGS.** That the interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the purposes set forth in Section 1 hereof for which the Certificates are issued; *provided*, that after completion of such projects, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 21. **DEFEASANCE.** (a) *Defeased Certificates.* That any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. There shall be delivered to the Paying Agent/Registrar a certificate from a firm of certified public accountants certifying as to the sufficiency of the deposit made pursuant to clause (ii) above. The Paying Agent/Registrar shall also receive an opinion of bond counsel acceptable to the City that reflects such payment does not adversely affect the exclusion under the Code of interest on the Defeased Certificates from the gross income of the holders thereof for federal income taxation purposes. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as

aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 21(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) *Investment in Defeasance Securities.* Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 21(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City. The Paying Agent/Registrar shall not be liable for any loss pertaining to an investment executed in accordance with written instructions from the City.

(c) *Defeasance Securities Defined.* The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) *Paying Agent/Registrar Services.* Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

## Section 22. **DEFAULT AND REMEDIES.**

(a) *Events of Default.* Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any registered owner to the City.

(b) *Remedies for Default.*

(i) Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Certificates then outstanding.

(c) *Remedies Not Exclusive.*

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; *provided, however*, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.



(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

**Section 23. OFFICIALS AUTHORIZED TO ACT ON BEHALF OF THE CITY.** That the City Manager, the Chief Financial Officer of the City, any Assistant City Manager, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Bonds and fixing all details in connection therewith. In case any officer whose signature appears on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

**Section 24. PREAMBLE.** That the findings set forth in the preamble to this Ordinance are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes.

**Section 25. RULES OF CONSTRUCTION.** That for all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of any mandatory sinking fund redemption payments as described herein. Any reference to "FORM OF CERTIFICATE" shall refer to the form of the Certificates set forth in Exhibit A to this Ordinance. The titles and headings of the Sections and subsections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

Section 26. **CONFLICTING ORDINANCES REPEALED.** That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

Section 27. **USE OF PROCEEDS.** That the proceeds representing accrued interest, if any, on the Certificates shall be deposited to the credit of the Interest and Sinking Fund. Proceeds representing premium, if any, paid by the Underwriters in connection with the sale of the Certificates may be used for any purpose authorized by Section 1201.042(d), Texas Government Code; provided, that in no event shall proceeds from the sale of the Certificates in excess of \$42,000,000 be used to acquire the property described in Section 1 of this Ordinance. Resolution No. 08-0712 approved by the City Council on February 27, 2008, is hereby amended to provide that the costs of issuance of the Certificates are revised as shown on Attachment 1 to be paid from the proceeds of the Certificates.

Section 28. **IMMEDIATE EFFECT.** That in accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

PASSED AND APPROVED the 14th day of May, 2008.

APPROVED AS TO FORM:  
Thomas P. Perkins, Jr., City Attorney

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## EXHIBIT A

## FORM OF CERTIFICATE

NO. \_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTIES OF DALLAS, DENTON, COLLIN AND ROCKWALL  
CITY OF DALLAS, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION  
SERIES 2008

<u>MATURITY DATE</u>	<u>INTEREST RATE</u> %	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
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ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF DALLAS, IN DALLAS, DENTON, COLLIN AND ROCKWALL COUNTIES, TEXAS (the "City"), hereby promises to pay to \_\_\_\_\_, or the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of \_\_\_\_\_.

or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of:

DOLLARS

and to pay interest thereon, from the Original Issue Date specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the interest rate per annum specified above, with said interest payable on \_\_\_\_\_ 15, 200\_, and semiannually on each \_\_\_\_\_ 15 and \_\_\_\_\_ 15 thereafter; except that if this Certificate is required to be authenticated and the date of its authentication is later than \_\_\_\_\_ 15, 200\_, such interest is payable semiannually on each \_\_\_\_\_ 15 and \_\_\_\_\_ 15 following such date.

THE PRINCIPAL OF AND INTEREST ON this Certificate shall be payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office in Minneapolis, Minnesota (the "Designated Trust Office"), of U.S. Bank National Association, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the regis-

tered owner hereof as shown by the "Registration Books" kept by the Paying Agent/Registrar at the close of business on the Record Date (hereinafter defined) by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class, postage prepaid, on each such interest payment date, to the registered owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described, or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. The record date ("Record Date") for the interest payable on any interest payment date means the last business day of the month preceding such interest payment date. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the registered owner of this Certificate that on or before each principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance"), the amounts required to provide for the payment, in immediately available funds, of all principal of, premium, if any, and interest on the Certificates, when due. All Certificates of this Series are issuable solely as fully registered certificates, without interest coupons, in any integral multiple of \$5,000 (an "Authorized Denomination").

IF THE DATE for the payment of the principal of, premium, if any, or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated as of April 15, 2008, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ \_\_\_\_\_, FOR THE PURPOSE OF PROVIDING PART OF THE FUNDS FOR PAYING CONTRACTUAL OBLIGATIONS TO BE INCURRED BY THE CITY, TO-WIT, THE ACQUISITION OF APPROXIMATELY 8.4 ACRES OF LAND LOCATED AT THE INTERSECTION OF LAMAR AND YOUNG STREETS FOR AUTHORIZED MUNICIPAL PURPOSES INCLUDING, WITHOUT LIMITATION, AS A SITE FOR THE CONSTRUCTION OF A PROPOSED CONVENTION CENTER HOTEL, AS DESCRIBED

IN THE CERTIFICATE ORDINANCE, AND THE PAYMENT OF FISCAL, ENGINEERING AND LEGAL FEES INCURRED IN CONNECTION THEREWITH.

ON \_\_\_\_\_, 20\_\_, or on any date thereafter, the Certificates of this Series maturing on February 15, 20\_\_ and thereafter may be redeemed prior to their scheduled maturities, at the option of the City, in whole, or in part, at par and accrued interest to the date fixed for redemption. The years of maturity of the Certificates called for redemption at the option of the City prior to stated maturity shall be selected by the City. The Certificates or portions thereof redeemed within a maturity shall be selected by lot or other method by the Paying Agent/Registrar; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

AT LEAST 30 days prior to the date fixed for any such redemption a written notice of such redemption shall be given to the registered owner of each Certificate or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar, and to major securities depositories, national bond rating agencies and bond information services. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Certificate, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Certificate Ordinance.

AS PROVIDED IN THE CERTIFICATE ORDINANCE, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its

Designated Payment/Transfer Office for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Payment/Transfer Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any Authorized Denomination to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the City. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate so selected for redemption, in whole or in part, within 45 calendar days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled principal of a Certificate.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said City, issued on the full faith and credit thereof, that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limits prescribed by law, and that a limited pledge (not to exceed \$1,000) of the surplus revenues from the operation of the City's drainage utility system remaining after payment of all operation and maintenance expenses thereof and any other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such

revenues superior to the lien on and pledge of such revenues to the Certificates, have been pledged as additional security for the Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the City, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the City.

IN TESTIMONY WHEREOF, the City Council has caused the seal of the City to be duly impressed or placed in facsimile hereon, and this Bond to be signed with the imprinted facsimile signature of the Mayor and countersigned by the facsimile signatures of the City Manager and the City Secretary.

COUNTERSIGNED:

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City Manager,  
City of Dallas

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Mayor, City of Dallas

---

City Secretary,  
City of Dallas

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the proceedings adopted by the City as described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for or replacement of a certificate of obligation, certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative



\*FORM OF COMPTROLLER'S CERTIFICATE ATTACHED TO  
THE CERTIFICATES UPON INITIAL DELIVERY THEREOF:

OFFICE OF COMPTROLLER :

REGISTER NO. \_\_\_\_\_

STATE OF TEXAS :

It is hereby certified that this Certificate has been issued under the provisions of the proceedings adopted by the City as described in the text of this Certificate; and that this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY HAND and seal of office at Austin, Texas this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas

NOTE:

\*¶ to accompany initial certificates only

FORM OF ASSIGNMENT:

\_\_\_\_\_ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

\_\_\_\_\_  
/ \_\_\_\_\_/

\_\_\_\_\_  
(Please print or typewrite name and address, including zip code of Transferee)

\_\_\_\_\_  
the within Certificate of Obligation and all rights thereunder, and hereby irrevocably constitutes  
and appoints \_\_\_\_\_ attorney to  
register the transfer of the within Certificate of Obligation on books kept for registration thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed  
by a member firm of the New York Stock  
Exchange or a commercial bank or trust  
company.

\_\_\_\_\_  
NOTICE: The signature above must  
correspond with the name of the Registered  
Owner as it appears upon the front of this  
Certificate in every particular, without  
alteration or enlargement or any change  
whatsoever.

**Exhibit B  
to  
Ordinance**

**DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 18 of this Ordinance.

**Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

Tables 1 through 13 as set forth in the Official Statement relating to the sale of the Certificates.

The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

**Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the third paragraph under the heading "Annual Financial Statements and Operating Data" above.

EXHIBIT C

PURCHASE AGREEMENT

EXHIBIT D

PRELIMINARY OFFICIAL STATEMENT

THE STATE OF TEXAS :  
COUNTIES OF DALLAS, DENTON, COLLIN AND ROCKWALL :  
CITY OF DALLAS :

I, DEBORAH WATKINS, City Secretary of the City of Dallas, Texas, do hereby certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of the City Council of the City of Dallas, had in Regular Meeting on the 23rd day of April, 2008, and an Ordinance authorizing the issuance and sale of City of Dallas, Texas Combination Tax and Revenue Certificates of Obligation, Series 2008, which Ordinance is duly of record in the minutes of said City Council; and that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND and seal of the City of Dallas, Texas, this the 23rd day of April, 2008.

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Deborah Watkins, City Secretary  
City of Dallas, Texas

(SEAL)

**\$41,065,000\***  
**CITY OF DALLAS, TEXAS**  
**(DALLAS, DENTON, COLLIN AND ROCKWALL COUNTIES)**  
**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATIONS,**  
**SERIES 2008**

**CERTIFICATE PURCHASE AGREEMENT**

April 23, 2008

THE HONORABLE MAYOR AND CITY COUNCIL  
City of Dallas, Texas  
1500 Marilla Street  
Dallas, Texas 75201

Ladies and Gentlemen:

The undersigned, Citigroup Global Markets Inc. ("*Citigroup*"), acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the "*Underwriters*"), and not acting as fiduciary or agent for you, offers to enter into this certificate purchase agreement (this "*Agreement*") with the City of Dallas, Texas (the "*Issuer*") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 11:00 p.m., Dallas, Texas time, on April 23, 2008, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Certificates.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's \$41,065,000\* Combination Tax and Revenue Certificates of Obligations, Series 2008 (the "*Certificates*"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Underwriters are not acting as a fiduciary of the Issuer, but rather are acting solely in their capacity as Underwriters for their own account. Citigroup has been duly authorized by the Underwriters to execute this Agreement on their behalf and to act hereunder.

The principal amount of the Certificates to be issued, the dated date therefor, the maturities, sinking fund (if any) and optional redemption provisions and interest rates per annum are set forth in Schedule II attached hereto. The Certificates shall be issued and secured under and pursuant to the provisions of the Ordinance adopted by the City Council of the Issuer on April 23, 2008 (the "*Ordinance*").

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\* Preliminary, subject to change

The purchase price for the Certificates shall be \$\_\_\_\_\_, plus accrued interest from the Closing Date (as hereinafter defined), representing the principal amount of the Certificates of \$\_\_\_\_\_, less an underwriting discount of \$\_\_\_\_\_, and less a net original issue discount of \$\_\_\_\_\_.

Delivered to the Issuer herewith as a good faith deposit is a check payable to the order of the Issuer in clearing house funds in the amount of \$406,350. In the event you accept this offer, such check shall be held uncashed by you until the time of Closing, at which time such check shall be returned uncashed to Citigroup. In the event that the Issuer does not accept this Agreement, such check will be immediately returned to Citigroup. Should the Issuer fail to deliver the Certificates at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Certificates, as set forth in this Agreement (unless waived by the Underwriters), or should such obligations of the Underwriters be terminated for any reason permitted by this Agreement, such check shall immediately be returned to Citigroup. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Certificates at the Closing as herein provided, such check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 8 and 10 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters. The Underwriters agree not to stop payment on such good faith check unless the Issuer should fail to deliver the Certificates at the Closing.

The Issuer has agreed in the Ordinance to provide certain annual financial information and operating data, audited financial statements and timely notices of material events and non-compliance in accordance with the Rule (as defined herein) as described in the Preliminary Official Statement (as defined herein) under "CONTINUING DISCLOSURE OF INFORMATION". Citigroup, on behalf of the Underwriters, acknowledges receipt of a copy of the Ordinance and has reviewed the continuing disclosure undertaking of the Issuer therein set forth.

2. *Public Offering.* The Underwriters agree to make a bona fide public offering of all of the Certificates at a price not to exceed the public offering price set forth on the inside cover of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriters may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

3. *The Official Statement.*

(a) Attached hereto as Exhibit A is a copy of the Preliminary Official Statement dated April\_\_, 2008 (the "*Preliminary Official Statement*"), including the cover page and Appendices thereto, of the Issuer relating to the Certificates.



(b) The Preliminary Official Statement has been prepared for use in connection with the public offering, sale and distribution of the Certificates by the Underwriters. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b) (1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”).

(c) The Issuer agrees (i) to provide the Underwriters with a final Official Statement in accordance with the requirements of the Rule and (ii) to update the final Official Statement prior to the delivery of the Certificates, as may be necessary in the reasonable judgment of Citigroup. Such final Official Statement, including any update thereof, is hereinafter called the “Official Statement.”

(d) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Certificates. The Issuer consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Certificates. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters in such quantity as Citigroup shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(e) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities repository, but in no case less than 25 days after the “end of the underwriting period” for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify Citigroup (and for the purposes of this clause provide Citigroup with such information as it may from time to time request), and if, in the reasonable opinion of Citigroup, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner reasonably approved by Citigroup), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or

necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as Citigroup may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(f) Citigroup hereby agrees to file the Official Statement with a nationally recognized municipal securities information repository. Unless otherwise notified in writing by Citigroup, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

4. *Representations, Warranties and Covenants of the Issuer.* The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a duly created, organized and existing as a municipal corporation and a political subdivision of the State of Texas (the “*State*”), and a validly existing home rule city under the Constitution and laws of the State, and has full legal right, power and authority under the laws of the State of Texas, including, specifically, Subchapter C of Chapter 271, Texas Local Government Code, as amended (the “*Act*”), and at the date of the Closing will have full legal right, power and authority under the Act, the Issuer’s home rule charter and the Ordinance (i) to enter into, execute and deliver this Agreement, the Ordinance and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Ordinance and the other documents referred to in this clause (i) are hereinafter referred to as the “*Issuer Documents*”), (ii) to sell, issue and deliver the Certificates to the Underwriters as provided herein, (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement and (iv) to utilize the proceeds from the sale of the Certificates for the purposes described in the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Ordinance and the issuance and sale of the Certificates, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Certificates and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, and the exercise of judicial discretion in applying principles of equity, relating to or affecting

the enforcement of creditors' rights; the Certificates, when issued, delivered and paid for, in accordance with the Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Ordinance and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, and the exercise of judicial discretion in applying principles of equity, relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Certificates as aforesaid, the Ordinance will provide, for the benefit of the holders, from time to time, of the Certificates, the legally valid and binding pledge of and lien it purports to create as set forth in the Ordinance;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Certificates, the Issuer Documents and the adoption of the Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Ordinance;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents, and the Certificates have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates;

(f) The Certificates and the Ordinance conform to the descriptions thereof contained in the Official Statement under the captions "SELECTED DATA FROM THE OFFICIAL STATEMENT" and "THE CERTIFICATES," excluding information under the caption "Book-Entry-Only System" thereunder; and the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the captions "SELECTED DATA FROM THE OFFICIAL STATEMENT – Use of Proceeds" and "THE CERTIFICATES – Sources and Use of Funds."

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or (except as may be disclosed in the Official

Statement) the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, the collection of ad valorem taxes pursuant to the Ordinance or in any way contesting or affecting the validity or enforceability of the Certificates, the Issuer Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Issuer Documents;

(h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (e) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to paragraph (e) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Ordinance and this Agreement and not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates;

(l) The Issuer will furnish such information, execute such instruments and take such action in cooperation with the Underwriters as Citigroup may reasonably request (i) to (A) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as Citigroup may designate and (B) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (ii) to continue such

qualifications in effect so long as required for the distribution of the Certificates (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise Citigroup immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, the Issuer will not take any action within or under its control that will cause an adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a material adverse effect on the financial condition of the Issuer;

(n) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by ad valorem taxes, without the prior approval of Citigroup; and

(o) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

## 5. *Closing.*

(a) At 9:00 a.m. Dallas, Texas time, on May 22, 2008, or at such other time and date as shall have been mutually agreed upon by the Issuer and Citigroup (the "*Closing*"), the Issuer will, subject to the terms and conditions hereof, deliver the Certificates to the Underwriters duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 of this Agreement by a certified or bank cashier's check or checks or wire transfer payable in immediately available funds to the order of the Issuer, as shall be determined by the Issuer. Payment for the Certificates as aforesaid shall be made at the offices of McCall, Parkhurst & Horton L.L.P., Co-Bond Counsel, or such other place as shall have been mutually agreed upon by the Issuer and Citigroup.

(b) Delivery of the Certificates shall be made to The Depository Trust Company, New York, New York. The Certificates shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Certificate for each maturity of the Certificates, registered in the name of Cede & Co., all as provided in the Ordinance, and shall be made available to Citigroup at least one business day before the Closing for purposes of inspection.

6. *Closing Conditions.* The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to Citigroup:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Certificates shall be in full force and effect in the form heretofore approved by Citigroup and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by Citigroup; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Co-Bond Counsel to deliver its opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Certificates and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Ordinance shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered, and the Registrar shall have duly authenticated, the Certificates;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the reasonable judgment of Citigroup, is material and adverse and that makes it, in the reasonable judgment of Citigroup, impracticable to market the Certificates on the terms and in the manner contemplated in the Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed and all other legal matters in connection with the transactions contemplated by

this Agreement shall be reasonably satisfactory in legal form and effect to Citigroup;

(i) At or prior to the Closing, the Underwriters shall have received one copy of each of the following documents:

(1) the Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by its City Manager, or such other official as may have been agreed to by Citigroup, and the reports and audits referred to or appearing in the Official Statement;

(2) the Ordinance with such supplements or amendments as may have been agreed to by Citigroup;

(3) the approving opinion of Co-Bond Counsel with respect to the Certificates, in substantially the form attached to the Official Statement;

(4) a supplemental opinion of Co-Bond Counsel addressed to the Underwriters, substantially to the effect that:

(i) the Ordinance has been duly adopted and is in full force and effect;

(ii) the Certificates are exempted securities under the Securities Act of 1933, as amended (the "*1933 Act*"), and the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*") and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Ordinance under the Trust Indenture Act;

(iii) this Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Underwriters, is a legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, and the exercise of judicial direction in applying principles of equity; and

(iv) the statements and information contained in the Official Statement under the captions "THE CERTIFICATES" (except under the subcaptions "Book-Entry-Only System" and "Sources and Uses of Funds"), "CITY AD VALOREM TAX INFORMATION – Texas Tax Code," "CITY AD VALOREM TAX INFORMATION – The Property Tax Code As It Applies To the City," "CITY FINANCIAL INFORMATION – Investment Policy," "LEGAL AND TAX MATTERS – Tax Exemption," "LEGAL AND TAX MATTERS – Legal Investments and Eligibility to Secure Public Funds in Texas," "LEGAL AND TAX MATTERS – Legal Opinion and No-Litigation Certificate" and

“CONTINUING DISCLOSURE” (except for the subcaption “Compliance with Prior Undertakings”) fairly and accurately summarize the matters purported to be summarized therein;

(5) Opinions dated the date of the Closing and addressed to the Underwriters, of co-counsel for the Underwriters, to the effect that:

(i) the Certificates are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act and the Ordinance need not be qualified under the Trust Indenture Act;

(ii) based upon their participation in the preparation of the Official Statement as co-counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding the Depository and its book-entry system in each case as to which no view need be expressed); and

(iii) based upon: (a) their understanding of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") (and interpretive guidance published by the Securities and Exchange Commission relating thereto); (b) their review of the continuing disclosure undertaking of the Issuer contained in the Ordinance; and (c) the inclusion in the Official Statement of a description of the specifics of such undertakings and in reliance on the opinion of Co-Bond Counsel that the Ordinance has been duly adopted by the Issuer and is a valid and binding obligation of the Issuer, such counsel advise the Underwriters that such undertakings provide a suitable basis for the Underwriters, and any other broker, dealer, or municipal securities dealer acting as a Participating Underwriter (as defined in the Rule) in connection with the offering of the Certificates, to make a reasonable determination that the Issuer has met the qualifications of paragraph (b)(5)(i) of the Rule;

(6) A certificate, dated the date of Closing, of the Issuer to the effect that: (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to the best of its knowledge after due inquiry, threatened in any court or administrative



body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Certificates or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, including payments on the Certificates, pursuant to the Ordinance, and other income or the levy or collection of the taxes pledged or to be pledged to pay the principal of and interest on the Certificates, or the pledge thereof; (iii) the Ordinance has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed; and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(7) A certificate of the Issuer in form and substance satisfactory to Co-Bond Counsel and co-counsel to the Underwriters (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(8) Any other certificates and opinions required by the Ordinance for the issuance thereunder of the Certificates;

(9) Evidence satisfactory to Citigroup that the Certificates have been rated “Aa1” and “AA+” by Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, respectively, and that both such ratings are in effect as of the date of Closing; and

(10) Such additional legal opinions, certificates, instruments and other documents as Citigroup, Co-Bond Counsel or co-counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement

and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to Co-Bond Counsel and the Underwriters.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 4 and 8(c) hereof shall continue in full force and effect.

7. *Termination.* The Underwriters shall have the right to cancel their obligation to purchase the Certificates if, between the date of this Agreement and the Closing, the market price or marketability of the Certificates shall be materially adversely affected, in the sole judgment of Citigroup, reasonably exercised, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon revenues or other income of the general character to be derived by the Issuer pursuant to the Ordinance, or upon interest received on obligations of the general character of the Certificates or upon the interest on the Certificates as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933

Act, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriters;

(f) any amendment to the federal or Texas Constitution or action by any federal or Texas court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon), or the validity or enforceability of the levy or pledge of ad valorem taxes to pay principal of and interest on the Certificates;

(g) any event occurring, or information becoming known which, in the reasonable judgment of Citigroup, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(k) any fact or event shall exist or have existed that, in Citigroup's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(l) there shall have occurred any downgrading, or any notice shall have been given of (A) any intended or potential downgrading or (B) any review or possible change that does not indicate a possible upgrade, in the rating accorded any of the Issuer's obligations (including the rating to be accorded the Certificates); and

(m) the purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

8. *Expenses.*

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to: (i) the cost of preparation and printing of the Certificates; (ii) the fees and disbursements of Co-Bond Counsel; (iii) the fees and disbursements of the Co-Financial Advisor to the Issuer; (iv) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; and (v) the fees for bond ratings and bond insurance fees or premiums.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum (if any); (ii) all advertising expenses in connection with the public offering of the Certificates; and (iii) all other expenses incurred by them in connection with the public offering of the Certificates, including the fees and disbursements of co-counsel retained by the Underwriters and expenses incurred on behalf of the Issuer's employees which are incidental to implementing this Agreement, including without limitation meals, transportation, lodging and entertainment of those employees.

(c) If this Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer will reimburse the Underwriters for all out-of-pocket expenses (including the fees and disbursements of co-counsel to the Underwriters) reasonably incurred by the Underwriters in connection with this Agreement or the offering contemplated hereunder.

9. *Notices.* Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at City of Dallas, Texas, 1500 Marilla Street, Dallas, Texas 75201, Attention: Chief Financial Officer, and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to Citigroup Global Markets Inc., 200 Crescent Court, Suite 900, Dallas, Texas 75201, Attention: Anderson Bynam.

10. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have

any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. This Agreement may not be assigned by Citigroup without the prior written consent of the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Agreement; and (iii) any termination of this Agreement.

11. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

12. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the law of the State.

13. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriters. This Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

[Next page is Signature Page]

Very truly yours,

**CITIGROUP GLOBAL MARKETS INC.,**  
on its behalf and on behalf of the Underwriters  
listed in Schedule I

By: \_\_\_\_\_  
Anderson Bynam  
Director

Accepted and agreed to this 23rd day of April, 2008  
at \_\_\_\_:\_\_\_\_ \_\_.m.

**CITY OF DALLAS, TEXAS**

By: \_\_\_\_\_  
Mary K. Suhm  
City Manager

Approved as to Form:

**THOMAS P. PERKINS, JR.,**  
**CITY ATTORNEY**

By: \_\_\_\_\_  
Name:  
Title: Assistant City Attorney

## **SCHEDULE I**

### Underwriters

Citigroup Global Markets Inc.  
UBS Securities LLC  
Siebert Brandford Shank & Co., LLC  
Jackson Securities, LLC  
RBC Capital Markets Corporation  
Southwest Securities, Inc.

## SCHEDULE II\*

Amount	Maturity (February 15)	Rate	Initial Reoffering Yield
\$ 825,000	2009		
1,365,000	2010		
1,405,000	2011		
1,445,000	2012		
1,490,000	2013		
1,540,000	2014		
1,590,000	2015		
1,650,000	2016		
1,710,000	2017		
28,045,000	2018		

DATED DATE: April 15, 2008

INTEREST PAYMENT DATES: February 15 and August 15, commencing February 15, 2009

OPTIONAL REDEMPTION: The Issuer reserves the right, at its option, to redeem Bonds having stated maturities on and after February 15, 20\_\_\_\_, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 20\_\_\_\_, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

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\* Preliminary, subject to change



## **EXHIBIT A**

[Attach Official Statement]



**REVISED AGENDA ITEM # 67**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** April 23, 2008

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Department of Development Services  
Water Utilities

**CMO:** A. C. Gonzalez, 671-8925  
Ramon F. Miguez, P.E., 670-3308

**MAPSCO:** 45T

---

**SUBJECT**

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, of two tracts of unimproved land containing a total of approximately 20,376 square feet located near the intersection of Cadiz and Industrial Streets for the Cadiz Pump Station Improvement Project (list attached) – \$181,717 - Financing: Water Utilities Capital ~~Improvement~~ Construction Funds

**BACKGROUND**

This item authorizes the acquisition of two tracts of unimproved land containing a total of approximately 20,376 square feet located near the intersection of Cadiz and Industrial Streets. This property will be used for the Cadiz Pump Station. The consideration is based on an independent appraisal.

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

On April 9, 2008, this item was deferred by Council Majority.

On March 26, 2008, this item was deferred at the request of Councilmember Pauline Medrano.

**FISCAL INFORMATION**

Water Utilities Capital ~~Improvement~~ Construction Funds - \$181,717

## **OWNERS**

### **318 Cadiz Holding, L.P.**

318 Cadiz, L.P., General Partner

### **J.S.A. Sportatorium, Inc.**

Sigmund B. Harris, President

### **Sportatorium Associates, Inc.**

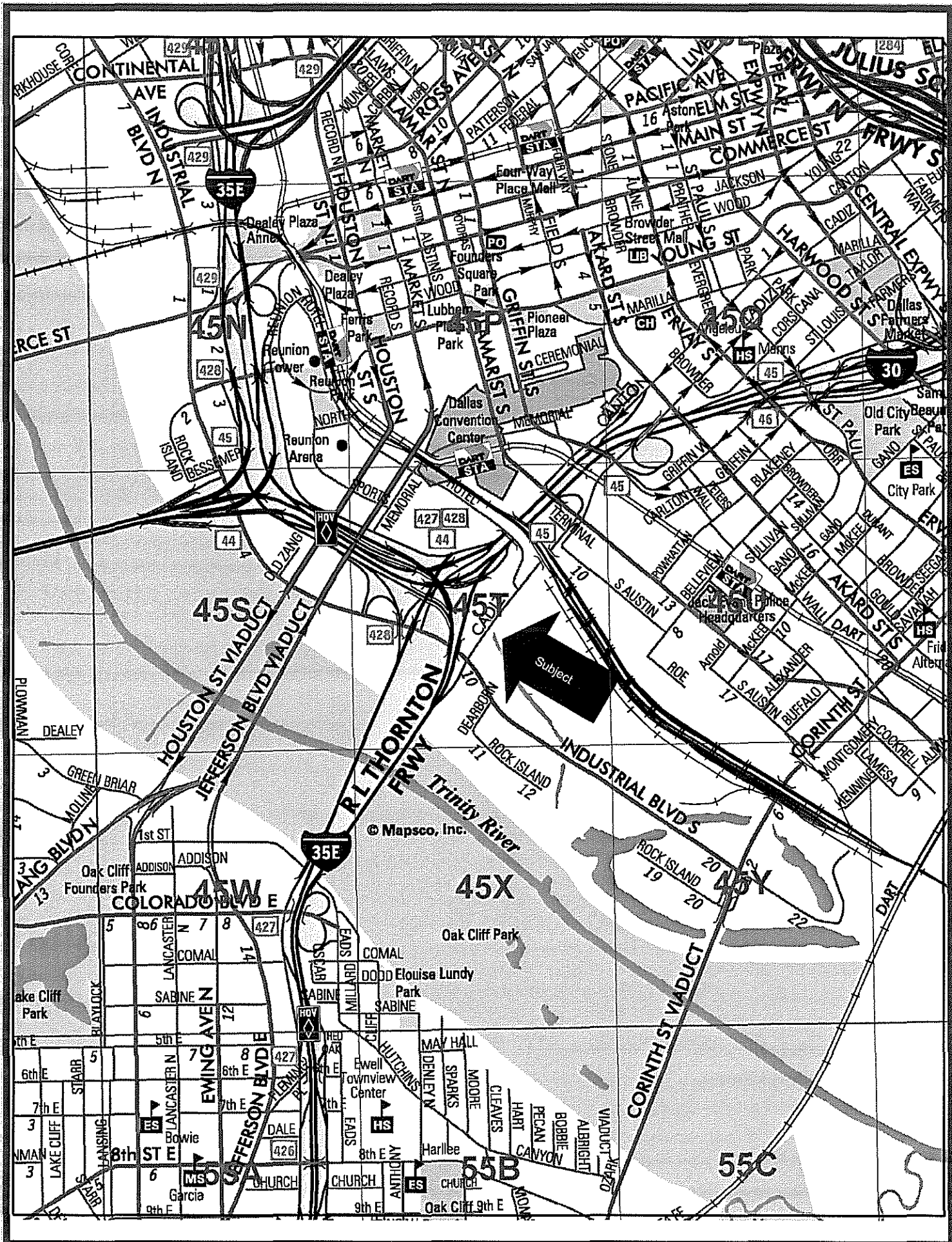
Morton Rachofsky, President

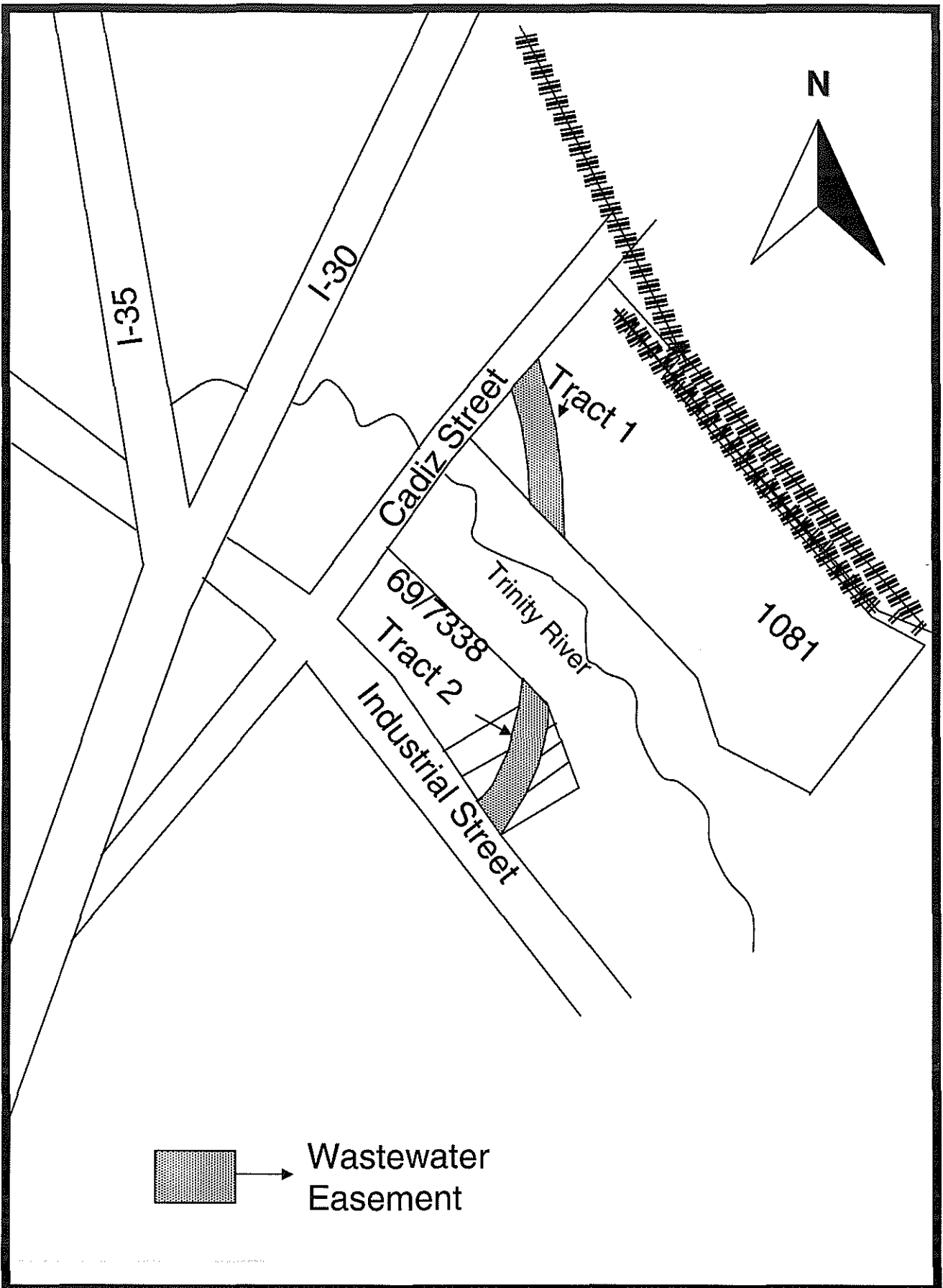
## **MAPS**

Attached

**Properties for Cadiz Pump Station Improvement Project**

<b><u>Tract</u></b>	<b><u>Owner</u></b>	<b><u>Address</u></b>	<b><u>Block</u></b>	<b><u>Council District</u></b>	<b><u>Offer Amount</u></b>
1.	318 Cadiz Holding, L.P.	318 Cadiz Street	1081	2	\$29,839
2.	J.S.A. Sportatorium, Inc. and Sportatorium Associates, Inc.	200 Cadiz Street & 1005 South Industrial thru 1011 South Industrial	69/7338	2	\$151,878









April 23, 2008

**A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.**

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

"CITY": The City of Dallas.

"PROPERTY": The tracts or parcels of land described in "Exhibit A", attached hereto and made a part hereof for all purposes.

"PROJECT": Cadiz Street Pump Station

"PROPERTY INTEREST": Wastewater Pipeline Easement

"OFFER AMOUNT" and "OWNER" are described below:

<u>Parcel</u>	<u>Property Owner</u>	<u>Offer Amount</u>	<u>Encumbrance No.</u>
1.	J.S.A. Sportatorium, Inc. and Sportatorium Assoc., Inc.	\$151,878.00	CT-DWU706310AA
2.	318 Cadiz Holding, L.P.	\$ 29,839.00	CT-DWU706310AA

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

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

**SECTION 1.** That the PROJECT is a municipal and public purpose and a public use.

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

**SECTION 3.** That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Development Services Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

April 23, 2008

**SECTION 4.** That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Water Utilities Capital Improvement ~~Construction~~ Funds No. 0103, Department DWU, Unit CS40, Object 4250, Program No. 706310, Activity No. MPSA.

**SECTION 5.** That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

**SECTION 6.** That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.


**SECTION 7.** That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 8.** That in the event the Special Commissioners in Condemnation appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to settle the lawsuit for that amount and the City Controller is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the Commissioners' award made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council.

**SECTION 9.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:**

**THOMAS P. PERKINS, Jr., City Attorney**

BY   
**Assistant City Attorney**

**EXHIBIT A**  
Parcel 1

**42 FOOT WIDE WASTEWATER EASEMENT  
In City Block 69/7338  
W.S. Beatty Survey, Abstract Number 57  
City of Dallas, Dallas County, Texas**

BEING a 9,744 square foot tract of land situated in the W.S. Beatty Survey, Abstract Number 57, Dallas County, Texas, and being part of Lots 1, 2, 3, 4, & 5, Block 69/7338 (Official City Block Numbers) of Industrial Improvement Project Addition, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 5, Page 415, Deed Records of Dallas County, Texas, (D.R.D.C.T.), and being part of a tract of land described by deed to J. S. A. Sportatorium, Incorporated, a Texas corporation, as recorded in Volume 93242, Page 4319, D.R.D.C.T., said 9,744 square foot tract being more particularly described as follows:

COMMENCING at the intersection of the southwesterly right-of-way line of Industrial Boulevard (a 130 foot wide right-of-way) with the northwesterly right-of-way line of Dearborn Street (an 80 foot wide right-of-way);

THENCE North 47 degrees 43 minutes 23 seconds East, crossing said Industrial Boulevard, a distance of 133.48 feet to a point for the POINT OF BEGINNING, said point being on the northeasterly right-of-way line of Industrial Boulevard, said point being the south corner of said J. S. A. Sportatorium Inc. tract, said point being the beginning of a non-tangent circular curve to the right having a radius of 754.02 feet, whose chord bears North 27 degrees 25 minutes 42 seconds West, a distance of 16.74 feet;

THENCE in a northwesterly direction, along the said northeasterly right-of-way line, through a central angle of 01 degree 16 minutes 19 seconds, for an arc distance of 16.74 feet to a point for the point of tangency;

THENCE North 26 degrees 47 minutes 32 seconds West, continuing along said northeasterly right-of-way line, a distance of 33.25 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for corner, said iron rod being the beginning of a non-tangent circular curve to the left having a radius of 1,091.45 feet, whose chord bears North 16 degrees 09 minutes 43 seconds East, a distance of 227.57 feet;


THENCE in a northeasterly direction, departing said northeasterly right-of-way line and along said curve to the left, through a central angle of 11 degrees 58 minutes 06 seconds, for an arc distance of 227.99 feet to a 1/2-inch set iron rod with cap for corner in the West meander line of the old channel of the Trinity River, same being the easterly line of said J. S. A. Sportatorium, Inc. tract;

THENCE South 39 degrees 07 minutes 12 seconds East, along said West meander line, a distance of 54.66 feet to a 1/2-inch set iron rod with cap for the beginning of a non-tangent circular curve to the right having a radius of 1,133.45 feet, whose chord bears South 17 degrees 42 minutes 20 seconds West, a distance of 226.15 feet;

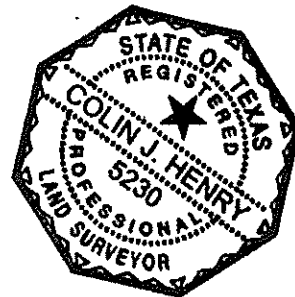
THENCE in a southwesterly direction, departing said West meander line and along said curve to the right, through a central angle of 11 degrees 27 minutes 04 seconds, an arc distance of 226.53 feet to a set "X" for corner in the common line between said J. S. A. Sportatorium, Inc. tract and a tract of land described by deed to Hilltop Acquisition Holding Corporation as recorded in Volume 2001216, Page 5828, D.R.D.C.T;

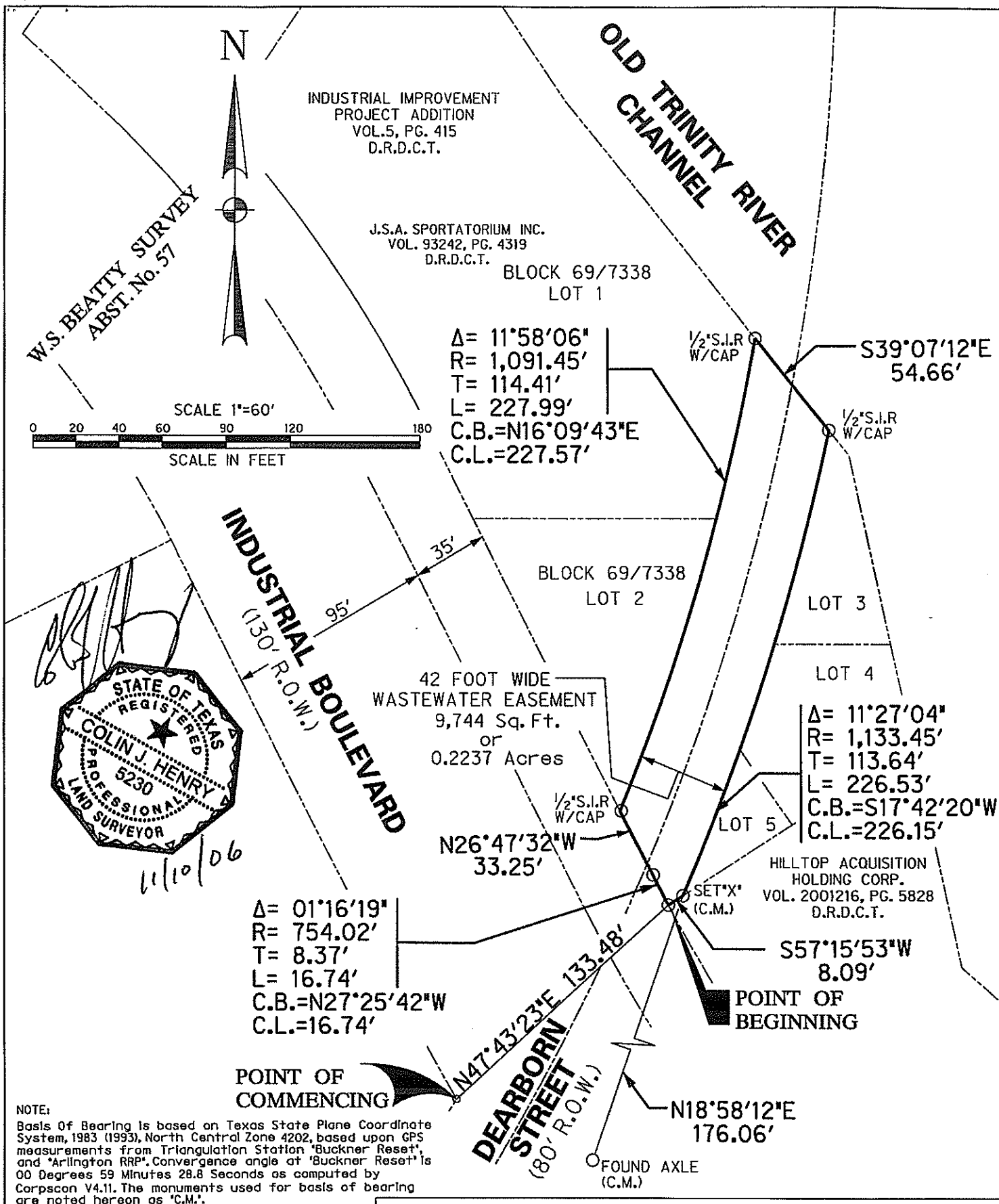
THENCE South 57 degrees 15 minutes 53 seconds West, along said common line, a distance of 8.09 feet to the POINT OF BEGINNING AND CONTAINING 9,744 square feet of 0.2237 acres of land, more or less.

Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone4202, based upon GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as "C.M.".

 11/10/06

COLIN J. HENRY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NO. 5230





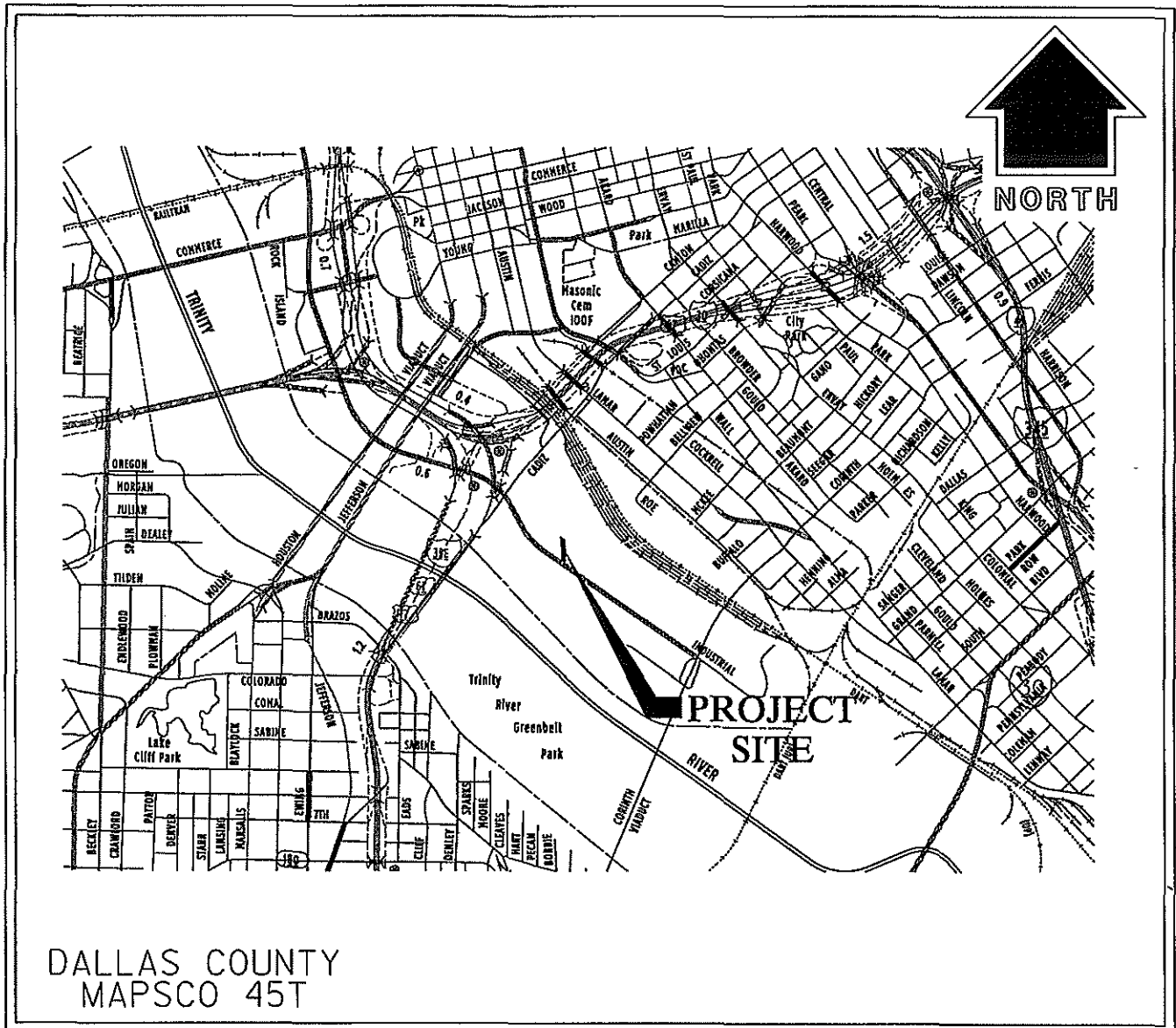
**42 FOOT WIDE WASTEWATER EASEMENT**  
IN CITY BLOCK 69/7338  
W. S. BEATTY SURVEY, ABSTRACT NO. 57  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
SHEET 3 of 4

# 42 FOOT WIDE WASTEWATER EASEMENT

In City Block 69/7338

W.S. Beatty Survey, Abstract Number 57

City of Dallas, Dallas County, Texas



LOCATION MAP

N.T.S.

EXHIBIT A

Parcel 2

**42 FOOT WIDE WASTEWATER EASEMENT**

**In City Block 1081**

**John N. Bryan Survey, Abstract Number 149**

**City of Dallas, Dallas County, Texas**

BEING a 10,632 square foot tract of land situated in the John N. Bryan Survey, Abstract Number 149, Dallas County, Texas, and being part of Block 1081 (Official City Block Numbers), and being part of a tract of land described by Special Warranty Deed to 318 Cadiz, L.P., as recorded in Document Number 20080010056, Official Public Records Dallas County, Texas, (O.P.R.D.C.T.), said 10,632 square foot tract being more particularly described as follows:

COMMENCING at the point of intersection of the southeasterly right-of-way line of Cadiz Street (a variable width right-of-way) with the East meander line of the old channel of the Trinity River, same being the west corner of a tract conveyed to Alford Refrigerated Warehouses, Inc. by Ordinance No. 15258 as recorded in Volume 76172, Page 1635, D.R.D.C.T.;

THENCE North 33 degrees 32 minutes 40 seconds East, along said southeasterly right-of way line, a distance of 46.67 feet to a point for corner;

THENCE North 39 degrees 35 minutes 47 seconds East, continuing along said southeasterly right-of-way line, a distance of 35.15 feet to a set "X" for the POINT OF BEGINNING;

THENCE North 39 degrees 35 minutes 47 seconds East, continuing along the said southeasterly right-of-way line, a distance of 49.47 feet to a set "X" for corner, said set "X" being the beginning of a non-tangent circular curve to the right having a radius of 1,133.45 feet, whose chord bears South 11 degrees 09 minutes 56 seconds East, a distance of 315.78 feet;

THENCE in a southeasterly direction, departing said southeasterly right-of-way line and along said curve to the right, through a central angle of 16 degrees 00 minutes 53 seconds, for an arc distance of 316.81 feet a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for corner in the East meander line of the old channel of the Trinity River;

THENCE North 29 degrees 28 minutes 33 seconds West, along said East meander line, a distance of 103.67 feet to a 1/2-inch set iron rod with cap for corner, said iron rod being the beginning of a non-tangent circular curve to the left having a radius of 1,091.45 feet, whose chord bears North 12 degrees 56 minutes 03 seconds West, a distance of 186.15 feet;

THENCE in a northwesterly direction, departing said East meander line and along said curve to the left, through a central angle of 09 degrees 47 minute 02 seconds, an arc distance of 186.38 feet to the POINT OF BEGINNING AND CONTAINING 10,632 square feet or 0.2441 acres of land, more or less. **T.D.K.**

REVIEWED BY  
D. H. G. 2-12-08

Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone4202, based upon GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. T.D.K.,

*Colin J. Henry* 11/15/06

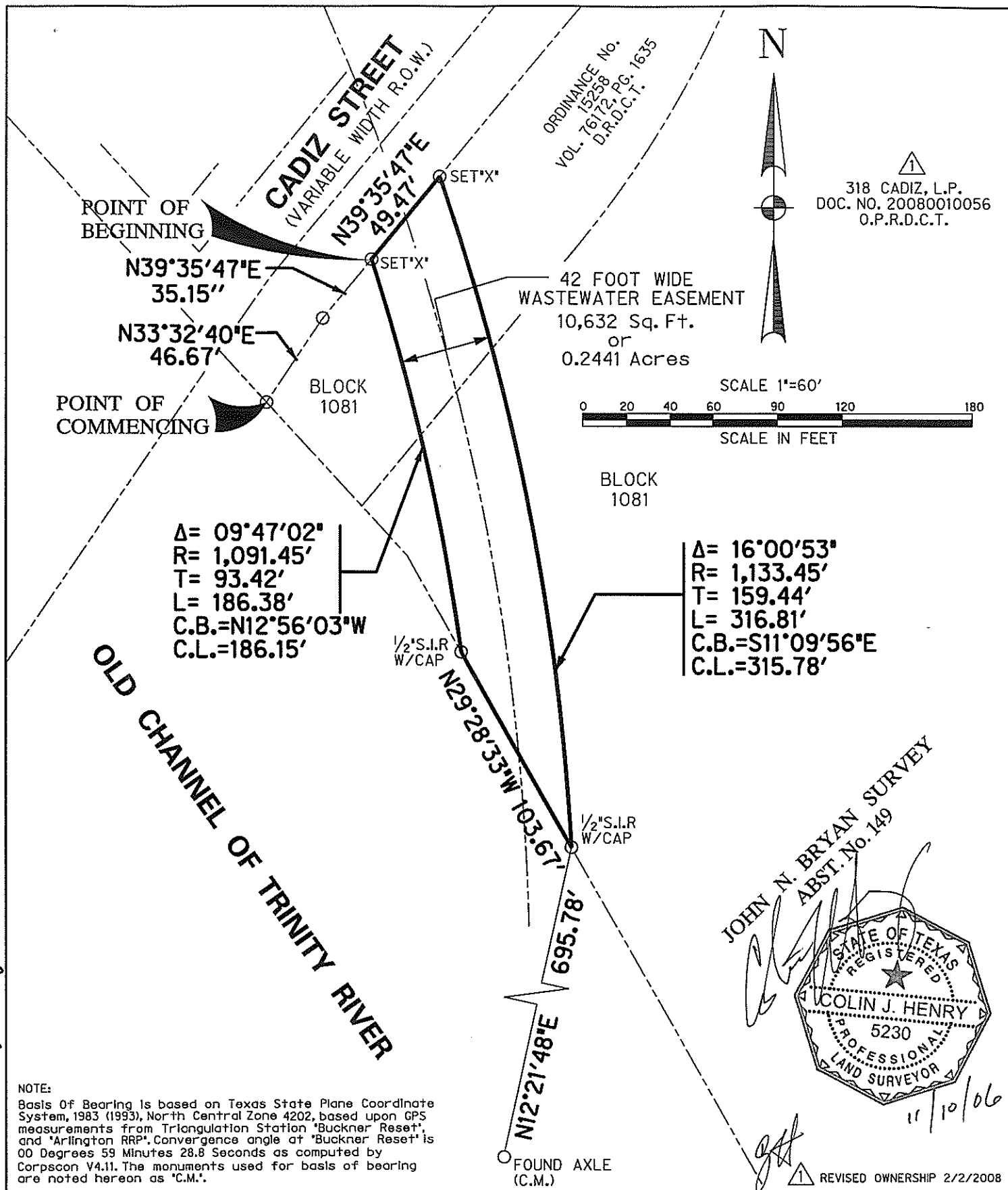
COLIN J. HENRY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NO. 5230



REVIEWED BY *Dr. H. G. G. G.*  
2-12-08



REVIEWED BY  
D. H. Gabel



NOTE:

Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based upon GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as "C.M."

LEGEND:

(C.M.) CONTROL MONUMENT  
1/2" S.I.R. 1/2-INCH SET IRON ROD WITH YELLOW  
W/CAP PLASTIC CAP STAMPED "HALFF ASSOC. INC."

42 FOOT WIDE WASTEWATER EASEMENT  
IN CITY BLOCK 1081  
JOHN N. BRYAN SURVEY, ABSTRACT NO. 149  
CITY OF DALLAS, DALLAS COUNTY, TEXAS  
SHEET 3 of 3

