This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated August 22, 2007. 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  
8/17/07

Edward Scott  
City Controller  
8/17/07
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 - 77

CONSENT ADDENDUM Items 1 - 13

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier than 9:30 a.m. Items 78 - 80

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m. Items 81 - 92
CONSENT ADDENDUM

Department of Development Services

1. An ordinance abandoning a portion of an alley to Dallas Jewish Coalition, Inc. and LakeTower Properties, L.P., the abutting owners, containing approximately 1,563 square feet of land located near the intersection of Akard and Griffin Streets, and authorizing the quitclaim - Revenue: $17,600 plus the $20 ordinance publication fee

2. An ordinance abandoning a portion of Pleasant Valley Drive to Willis M. Deviney and Vanessa G. Deviney, the abutting owners, containing approximately 545 square feet of land located near its intersection with Cross Creek Drive, and authorizing the quitclaim - Revenue: $5,400 plus the $20 ordinance publication fee

3. An ordinance closing a portion of Elihu Street at its intersection with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 2,578 square feet of land needed for street right-of-way - Financing: No cost consideration to the City

4. An ordinance closing a portion of Pacific Avenue at its intersection with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System - Financing: No cost consideration to the City

5. An ordinance closing a portion of Peabody Avenue at its intersection with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 3,717 square feet of land needed for street right-of-way - Financing: No cost consideration to the City

6. An ordinance closing a portion of Tuskegee Street at its intersection with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 1,880 square feet of land needed for street right-of-way - Financing: No cost consideration to the City

7. An ordinance closing portions of Carpenter Avenue and Reed Lane at their intersections with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 11,502 square feet of land needed for street right-of-way - Financing: No cost consideration to the City
ADDENDUM
CITY COUNCIL MEETING
AUGUST 22, 2007

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Department of Development Services (Continued)

8. An ordinance closing portions of South Boulevard and Trezevant Street located at their intersections with the Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 8,293 square feet of land needed for street right-of-way - Financing: No cost consideration to the City


10. Authorize acquisition, from Darren Blaine Crowe and Barbara Crowe, of approximately 76,464 square feet of land improved with a single-family residence located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - $306,106 - Financing: Water Utilities Capital Construction Funds

11. Authorize the quitclaim of 18 properties acquired by the taxing authorities from the Sheriff's Sale to the highest bidders (list attached) - Revenue: $215,691

Equipment & Building Services

12. Authorize (1) an amendment to reduce the loan from All American Investment Group, LLC in the amount of ($2,550,073), from $5,303,061 to $2,752,988 to be repaid, plus interest, from electric and natural gas savings; (2) Supplemental Agreement No. 2 to the contract with Ameresco, Inc. for a reduction in the scope of work for the energy conservation related projects at Dallas Love Field, in the amount of ($2,550,073), from $5,303,061 to $2,752,988, and (3) reduction of performance assurance support services in the amount of ($379,956), from $410,063 to $30,107 to be repaid from electric and natural gas savings - Total reduction not to exceed ($2,930,029) - Financing: Loans from All American Investment Group, LLC ($2,550,073); Aviation Current Funds ($379,956)
ADDENDUM
CITY COUNCIL MEETING
AUGUST 22, 2007

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Public Works and Transportation

13. Authorize (1) acceptance of a mediation settlement agreement between the City of Dallas, Thos. S. Byrne Ltd. and Halff Associates, Inc. for wall repairs at the Latino Cultural Center, located at 2600 Live Oak Street; (2) the receipt and deposit of funds from Halff Associates, Inc. for their share of the mediated cost for the wall repairs in an amount not to exceed $85,000; and (3) an increase in appropriations in the amount of $85,000 in the Capital Projects Reimbursement Fund - Financing: Private Funds

CORRECTION:

Library

60. Authorize the acceptance of a grant from the Texas State Library for the continuation of interlibrary loan services for the period September 1, 2007 through August 31, 2008; and execution of the grant agreement - Not to exceed $360,438 $360,541 - Financing: Texas State Library and Archives Commission Grant Funds

DELETIONS:

Economic Development

30. Authorize an amendment to the development agreement with Belclaire Realty, LTD, previously approved on August 23, 2006, by Resolution No. 06-2281, to (1) revise the completion date for the new construction of a mixed-use project located at 1222 North Bishop Avenue in Tax Increment Financing Reinvestment Zone Number Three (Oak Cliff Gateway TIF District); and (2) extend the completion deadline date from December 31, 2007 to April 30, 2008 - Financing: No cost consideration to the City

Housing

54. Authorize (1) a public hearing to be held on September 12, 2007 to receive comments on the proposed private sale by quitclaim deed of one unimproved property located at 2619 Custer acquired by the taxing authorities from the Sheriff's Sale to Dallas Neighborhood Alliance for Habitat, Inc., a qualified non-profit organization; and, at the close of the public hearing, (2) consideration of approval of the sale of this property - Financing: No cost consideration to the City
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<th># Bids</th>
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**GRAND TOTAL** $201,480.00
SUBJECT

An ordinance abandoning a portion of an alley to Dallas Jewish Coalition, Inc. and LakeTower Properties, L.P., the abutting owners, containing approximately 1,563 square feet of land located near the intersection of Akard and Griffin Streets, and authorizing the quitclaim - Revenue: $17,600 plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of an alley to Dallas Jewish Coalition, Inc. and LakeTower Properties, L.P., the abutting owners. The proposed area to be abandoned will be included with the property of the abutting owners for additional parking. The abandonment fee is based on an independent appraisal.

Notices were sent to 7 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

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: $17,600 plus the $20 ordinance publication fee

OWNERS

Dallas Jewish Coalition, Inc., DBA Vogel Alcove, Childcare Center for the Homeless

Barbara R. Landix, Executive Director
OWNERS (Continued)

LakeTower Properties, L.P.

LakeTower Investments, Inc., General Partner
Paula Lorimer, Managing Partner

MAPS

Attached
ORDINANCE NO. _____________

An ordinance providing for the abandonment of portions of an alley located adjacent to City Block 13/84 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Dallas Jewish Coalition, Inc. and LakeTower Properties, L.P.; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Dallas Jewish Coalition, Inc., a Texas nonprofit corporation and LakeTower Properties, L.P., a Texas limited partnership, hereinafter referred to collectively as GRANTEE, deems it advisable to abandon and quitclaim 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 alley are not needed for public use, and same should be abandoned and quitclaimed to GRANTEE, as hereinafter stated; and

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

SECTION 2. That for and in monetary consideration of the sum of SEVENTEEN THOUSAND SIX HUNDRED AND NO/100 ($17,600.00) DOLLARS paid by GRANTEE, and the further consideration described in Sections 8, 9 and 10, the City of Dallas does by these presents FOREVER QUITCLAIM unto the said GRANTEE, subject to the
conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to those certain tracts or parcels of land hereinabove described in Exhibit A, as follows: unto Dallas Jewish Coalition, Inc., all of its right, title and interest in Tract 1 of Exhibit A; and unto LakeTower Properties, L.P., all of its right, title and interest in Tract 2 of 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 and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto and for all intents and purposes made a part hereof.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon GRANTEE, their successors and assigns.
SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to GRANTEE herein, GRANTEE, their 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, their 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, their 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, their successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, “Hazardous Substance” means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils, (d) any "hazardous chemicals" or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended, (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any “chemical substance” under the Toxic Substance Control Act, 15
U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, GRANTEE shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tracts of land abandoned and quitclaimed herein. This final replat shall be recorded by GRANTEE in the Deed Records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas.

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

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of 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, and the filing of the final replat set forth in Section 9, 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 a QUITCLAIM DEED with regard to the areas abandoned herein, to GRANTEE hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.
SECTION 12. That this ordinance 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

THERESA O’DONNELL
Director of Development Services

BY ________________________________
Assistant City Attorney

BY ________________________________
Assistant Director

Passed ___________________________.
BEING a 500.00 square foot, (0.0114 acre), tract of land, situated in the John Grigsby Survey, Abstract No. 495, in the City of Dallas, Dallas County, Texas and being a part of a 10 foot alley in Block 13/84 of Rosenfield and Meyer’s Subdivision, an addition to the City of Dallas, according to the plat thereof recorded in Volume 71, Page 454, Map Records, Dallas County, Texas, same being conveyed to The City of Dallas by said Rosenfield and Meyer’s Subdivision, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner at the North corner of said 10 foot alley, same being the North corner of said Rosenfield and Meyer’s Subdivision and being on the South right-of-way line of East R. L. Thornton Freeway, (a variable width right-of-way);

THENCE South 43 degrees 11 minutes 00 seconds East, along the Northeast line of said 10 foot alley and along the Northeast line of said Rosenfield and Meyer’s Subdivision, a distance of 10.01 feet to a 1/2 inch iron rod found at the East corner of said 10 foot alley and the North corner of a tract of land conveyed to The Dallas Jewish Coalition, Inc., dba Vogel Alcove by deed recorded in Volume 2003197, Page 10201, Deed Records, Dallas County, Texas;

THENCE South 45 degrees 00 minutes 00 seconds West, along the Southeast line of said 10 foot alley and along the Northwest line of said Jewish Coalition, Inc., tract, a distance of 50.00 feet to a 1/2 inch iron rod found at the North corner of a tract of land conveyed to Laketower Properties, L.P. by deed recorded in Volume 2002098, Page 02814, Deed Records, Dallas County, Texas;

THENCE North 43 degrees 11 minutes 00 seconds West, a distance of 10.01 feet to a point for corner on the Northwest line of said 10 foot alley, same being the Northwest line of said Rosenfield and Meyer’s Subdivision;

THENCE North 45 degrees 00 minutes 00 seconds East, along said 10 foot alley Northwest line and along the Northwest line of said Rosenfield and Meyer’s Subdivision, a distance of 50.00 feet to the POINT OF BEGINNING and containing 500.00 square feet or 0.0114 acres of land.

GENERAL NOTES:

1) Bearings are based on the Northwest line of the deed recorded in Volume 2003197, Page 10201, Deed Records, Dallas County, Texas. (N 45°00'00" E)

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract described.

BRYAN CONNALLY
R.P.L.S. NO. 5513
DATE: AUGUST 23, 2006
REVISED: DECEMBER 12, 2006
10’ ALLEY ABANDONMENT
City of Dallas Block 13/84
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

GENERAL NOTES:
1) Bearings are based on the Northwest line of the deed recorded in Volume 2003197, Page 10201, Deed Records, Dallas County, Texas. (N 45’00’00” E)

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract described.

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www.dcadfw.com

Reviewed By: __________________________
Date: 12/26/06
SPRG NO.: 847

BRYAN CONNALLY
R.P.L.S. NO. 5513
DATE: AUGUST 23, 2006
REVISED: DECEMBER 12, 2006

10°FACIAL FREEWAY
(A VARIABLE WIDTH RIGHT-OF-WAY)

S. AKARD STREET
(A VARIABLE WIDTH RIGHT-OF-WAY)
10' ALLEY ABANDONMENT
City of Dallas Block 13/84
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 1

VICINITY MAP
NOT TO SCALE
MAPSCO PAGE 45–0

(For SPRG use only)
Reviewed By: [Signature]
Date: 12/4/95
SPRG NO.: [Number]

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SHEET 3 OF 3
JOB NO. 0606053–1
NEWALLEYABANDONMENT1
DRAWN BY: BOB
BEING a 1,062.58 square foot, (0.0243 acre), tract of land, situated in the John Grigsby Survey, Abstract No. 495, and being a part of a 10 foot alley in Block 13/84 of Rosenfield and Meyer's Subdivision, an addition to the City of Dallas, according to the plat thereof recorded in Volume 71, Page 454, Map Records, Dallas County, Texas, same being conveyed to The City of Dallas by said Rosenfield and Meyer’s Subdivision, and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch iron rod set with yellow plastic cap stamped DCA INC at the South corner of a tract of land conveyed to Laketower Properties, L.P. by deed recorded in Volume 2002098, Page 02814, Deed Records, Dallas County, Texas, same being the intersection of the Northwest line of said 10 foot alley with the Northeast right-of-way line of S. Akard Street, (a variable width right-of-way);

THENCE North 45 degrees 00 minutes 00 seconds East, along said 10 foot alley Northwest line, a distance of 105.04 feet to a point for corner;

THENCE South 43 degrees 11 minutes 00 seconds East, a distance of 10.01 feet to a 1/2 inch iron rod found at the North corner of a tract of land conveyed to Laketower Properties, L.P. by deed recorded in Volume 2002098, Page 02814, Deed Records, Dallas County, Texas, same being the the Southeast line of said 10 foot alley;

THENCE South 45 degrees 00 minutes 00 seconds West, along said 10 foot alley Southeast line, a distance of 107.48 feet to a 1/2 inch iron rod set with yellow plastic cap stamped DCA INC at the most Westerly corner of said Laketower Properties, L.P. tract, on aforementioned Northeast right-of-way line of S. Akard Street;

THENCE North 29 degrees 34 minutes 22 seconds West, along said Northeast right-of-way line of S. Akard Street, a distance of 10.37 feet to the POINT OF BEGINNING and containing 1,062.58 square feet or 0.0243 acres of land.

THE undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract described.

BRYAN CONNALLY
R.P.L.S. NO. 5513
DATE: AUGUST 23, 2006
REVISED: MAY 19, 2007

GENERAL NOTES:
1) BEARINGS ARE BASED ON THE NORTHWEST LINE OF THE DEED RECORDED IN VOLUME 2003197, PAGE 10201, DEED RECORDS, DALLAS COUNTY, TEXAS. (N 45°00'00" E)
10' ALLEY ABANDONMENT
CITY OF DALLAS
PART OF BLOCK 13/84
IN THE JOHN GRIGSBY SURVEY, ABST. 495
ROSENFIELD AND MEYER'S SUBDIVISION

REVIEWS BY

GENERAL NOTES:

1) BEARINGS ARE BASED ON THE NORTHWEST LINE OF THE DEED
RECORDED IN VOLUME 2003197, PAGE 10201, DEED RECORDS, DALLAS
COUNTY, TEXAS. (N 45°00'00" E)

The undersigned, Registered Professional
Land Surveyor, hereby certifies that this
plat of survey accurately sets out the
metes and bounds of the tract
described.

BRYAN CONNALLY
R.P.L.S. NO. 5513
DATE: AUGUST 23, 2006
REVISED: MAY 19, 2007

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FOR SPRG USE ONLY

Reviewed By:___________________
Date:__________________________
SPRG NO.:_____________________

STATE OF TEXAS
REGISTERED PROFESSIONAL LAND SURVEYOR
BRYAN CONNALLY
R.P.L.S. NO. 5513
5513

THE UNDERIGNED, REGISTERED PROFESSIONAL
LAND SURVEYOR, HEREBY CERTIFIES THAT THIS
PLAT OF SURVEY ACCURATELY SETS OUT THE
METES AND BOUNDS OF THE TRACT
DESCRIBED.
10’ ALLEY ABANDONMENT
CITY OF DALLAS
PART OF BLOCK 13/84
IN THE JOHN GRIGSBY SURVEY, ABST. 495
ROSENFIELD AND MEYER’S SUBDIVISION

EXHIBIT A-TRACT 2

VICINITY MAP
NOT TO SCALE
MAPSCO PAGE 45-0

Reviewed By: ________________
Date: ________________
SPRG NO.: ________________

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SHEET 3 OF 3
JOB NO. 0606053-1
NEWALLEYABANDONMENT2
DRAWN BY: BOB
EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

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

ABAN.EXB (revised 11/9/00)
KEY FOCUS AREA: Economic Development

AGENDA DATE: August 22, 2007
COUNCIL DISTRICT(S): 10
DEPARTMENT: Department of Development Services
CMO: A. C. Gonzalez, 671-8925
MAPSCO: 17T

SUBJECT
An ordinance abandoning a portion of Pleasant Valley Drive to Willis M. Deviney and Vanessa G. Deviney, the abutting owners, containing approximately 545 square feet of land located near its intersection with Cross Creek Drive, and authorizing the quitclaim - Revenue: $5,400 plus the $20 ordinance publication fee

BACKGROUND
This item authorizes the abandonment of a portion of Pleasant Valley Drive to Willis M. Deviney and Vanessa G. Deviney, the abutting owners, containing approximately 545 square feet of land. The area to be abandoned will be included with the property of the abutting owners to eliminate the existing encroachments of the wood fence, pool decking and the outdoor seating area. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

Notices were sent to 14 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

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

MAPS
Attached
ORDINANCE NO. _____________

An ordinance providing for the abandonment of a portion of Pleasant Valley Drive right-of-way located adjacent to City Block 1/8419 in the City of Dallas and County of Dallas, Texas, subject to a reverter; providing for the quitclaim thereof to Willis M. Deviney and Vanessa G. Deviney; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Willis M. Deviney and Vanessa G. Deviney, husband and wife, hereinafter referred to as GRANTEE, deems it advisable to abandon and quitclaim, subject to a reverter interest, the hereinafter described tract of land, and is of the opinion that, subject to the terms, conditions and reverter herein provided, said public right-of-way is not currently needed for public use, and same should be abandoned 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 public will be served by abandoning and quitclaiming the same to GRANTEE for the consideration and subject to the terms conditions and reverter, hereinafter more fully set forth; Now, Therefore,

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

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

SECTION 2. That for and in monetary consideration of the sum of FIVE THOUSAND FOUR HUNDRED AND NO/100 ($5,400.00) DOLLARS paid by GRANTEE, and the further consideration described in Sections 8 and 9, the City of Dallas does by these
presents QUITCLAIM unto the said GRANTEE, subject to the conditions, reservations and exceptions hereinafter made and with the reverter interest herein stated, all its right, title and interest in and to the hereinabove described in Exhibit A. Provided however, that if the existing encroachment situated on and adjacent to the area to be abandoned is ever: (i) partially demolished, removed or damaged and is not promptly thereafter repaired or rebuilt; (ii) substantially or totally demolished, removed or damaged; or (iii) abandoned in whole or in part by GRANTEE, its successors and assigns, then this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. TO HAVE AND TO HOLD all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said GRANTEE.

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

SECTION 4. That the 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, Agency BMS, Org. 8888, Revenue Source 8416.

SECTION 5. That the abandonment provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto and for all intents and purposes made a part hereof.
SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon GRANTEE, their heirs and assigns.

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

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to GRANTEE herein, GRANTEE, their heirs and assigns, agree to indemnify, defend, release and hold 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, their heirs and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which GRANTEE, their heirs and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. GRANTEE, their heirs and assigns, hereby agree to defend any and all suits, 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 substances”: under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils, (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended, (e) any “hazardous waste” under the Resource Conservation and Recovery
Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any “chemical substance” under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, GRANTEE shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by GRANTEE in the Deed Records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas.

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: (i) shall deliver to GRANTEE a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a QUITCLAIM DEED with regard to the area abandoned herein, subject to a reverter interest, to GRANTEE hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of 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 ____________________________.
EXHIBIT A
VARIABLE WIDTH RIGHT-OF-WAY ABANDONMENT
PART OF PLEASANT VALLEY DRIVE
ADJACENT TO BLOCK 1/8419
CITY OF DALLAS

BEING a 545.03 square foot, (0.0125 acre), tract of land situated in the City of Dallas, Dallas County, Texas, same being part of Pleasant Valley Drive, conveyed to the City of Dallas by Richland Junior College Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 70073, Page 1600, of the Map Records of Dallas County, Texas, as amended by Certificate of Correction, recorded in Volume 78156, Page 231, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with yellow plastic cap stamped DCA INC at the Northeast corner of Lot 7 and the Northwest corner of Lot 8 of Block 1/8419 of the Revised Plat of Country Forest Phase One Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 77236, Page 1129, of the Map Records of Dallas County, Texas, as amended by said Certificate of Correction, recorded in Volume 78156, Page 231, Deed Records, Dallas County, Texas;

THENCE North 03 degrees 33 minutes 54 seconds West, a distance of 8.65 feet to a point for corner;

THENCE North 89 degrees 51 minutes 12 seconds East, a distance of 94.64 feet to a point for corner;

THENCE South 00 degrees 00 minutes 41 seconds East, a distance of 2.90 feet to a 1/2 inch iron rod found at the Northeast corner of said Lot 8 and the Northwest corner of Lot 9 of said Block 1/8419 of the Revised Plat of Country Forest Phase One Addition;

THENCE South 86 degrees 22 minutes 00 seconds West along the North line of said Lot 8, a distance of 94.29 feet to the POINT OF BEGINNING and containing 545.03 square feet or 0.0125 acres of land.
VARIABLE WIDTH RIGHT-OF-WAY ABANDONMENT
PART OF PLEASANT VALLEY DRIVE
ADJACENT TO BLOCK 1/8419
CITY OF DALLAS

ABANDONMENT
545.03 sq. ft.
0.0125 acres

POINT OF BEGINNING
1/2 INCH IRON
ROD FOUND WITH
YELLOW PLASTIC CAP
STAMPED DCA INC

LOT 7

LOT 8, BLOCK 1/8419
REVISED PLAT OF
COUNTRY FOREST, PHASE ONE
VOLUME 77236, PAGE 1129

GENERAL NOTES:
1) BEARINGS ARE BASED ON THE NORTH LINE OF LOT
8, BLOCK 1/8419 OF THE REVISED PLAT OF
COUNTRY FOREST, PHASE ONE, AN ADDITION TO THE
CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING
TO THE PLAT THEREOF RECORDED IN VOLUME 77236,
PAGE 1129, DEED RECORDS, DALLAS COUNTY, TEXAS.
(N 86'22'00" E)

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VARIABLE WIDTH RIGHT-OF-WAY ABANDONMENT
PART OF PLEASANT VALLEY DRIVE
ADJACENT TO BLOCK 1/8419
CITY OF DALLAS

VICINITY MAP
NOT TO SCALE
MAPSCO PAGE 17-T
EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

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

ABAN.EXB (revised 11/9/00)
KEY FOCUS AREA: Economic Development
   Neighborhood Quality of Life

AGENDA DATE: August 22, 2007

COUNCIL DISTRICT(S): 7

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 46P

SUBJECT

An ordinance closing a portion of Elihu Street at its intersection with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 2,578 square feet of land needed for street right-of-way - Financing: No cost consideration to the City

BACKGROUND

This item authorizes the closure of a portion of Elihu Street to prevent pedestrian or vehicular traffic at its intersection with the proposed light rail tracks. Traffic will be redirected appropriately according to City transportation standards. The City will retain ownership of the street right-of-way.

Dallas Area Rapid Transit will dedicate approximately 2,578 square feet of land needed for a new cul-de-sac.

Notices were sent to 25 property owners within 300 feet of the street closure. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City

MAPS

Attached
SE1 Project
(Elihu Street)

STREET TO BE CLOSED

DEDICATION TO CITY
ORDINANCE NO.______________________

An ordinance providing for the closure of a portion of Elihu Street located adjacent to City Blocks 21/812, 24/812 and 854 in the City of Dallas and County of Dallas, Texas; providing for the terms, conditions, and future effective date of the closure authorized herein; providing for the dedication of public right-of-way necessitated by the closure; providing for barricading; providing for the construction of street improvements by DART; and providing an effective date for this ordinance.

WHEREAS, on August 13, 1983, Dallas Area Rapid Transit (“DART”) was created as a regional transportation authority for the purpose of providing public transportation and general transportation services within the DART service area; and

WHEREAS, on October 11, 1989, the City Council by Resolution No. 89-3272 approved DART’s system plan as adopted by the DART Board on June 27, 1989, and revised in July of 1989; and

WHEREAS, on February 28, 1990, the Dallas City Council by Resolution No. 90-0810, approved the Master Interlocal Agreement between the City of Dallas (the "City") and DART; and

WHEREAS, on July 25, 1990, the Dallas City Council by Resolution No. 90-2408 authorized Supplemental Agreement No. 1 to the Master Interlocal Agreement to address planning and development issues related to implementation of DART's transportation system; and

WHEREAS, on August 28, 1991, the Dallas City Council by Resolution No. 91-25666 authorized Supplemental Agreement No. 2 to the Master Interlocal Agreement to address design and construction issues related to implementation of DART’s transportation system; and

WHEREAS, Supplemental Agreement Nos. 3, 4, 5 and 6 to the Master Interlocal Agreement have also been entered into between the City and DART to address various and assorted aspects of the ongoing relationship between the two entities pertaining to DART’s transportation system; and
WHEREAS, certain of the Supplemental Agreements to the Master Interlocal Agreement have been amended from time to time as deemed appropriate, necessary and/or convenient by the parties thereto; and

WHEREAS, the Master Interlocal Agreement, all Supplemental Agreements and all amendments thereto, are hereinafter collectively referred to as the “Agreement”; and

WHEREAS, DART desires and has requested the City to close a portion of Elihu Street as shown on Attachment B, attached hereto and made a part hereof for all purposes, to pedestrian and vehicular traffic as public right-of-way to facilitate its rail system; and

WHEREAS, DART has submitted to the City its Technical Justification for the Closure of a portion of Elihu Street, which is contained in Attachment A and explains the justification for said closure to prevent vehicular and pedestrian traffic across the proposed SE-1 Light Rail Transit System; and

WHEREAS, the City Council of the City of Dallas (i) is of the opinion that the best interest and welfare of the public will be served by closing the portion of Elihu Street described herein to vehicular and pedestrian traffic in connection with the construction, development and ongoing operation of DART’s SE-1 Line Section of the Light Rail Transit System and (ii) acting pursuant to law and upon the request and petition of DART, deems it advisable to close the herein described portion of Elihu Street, subject to the terms and conditions herein provided; Now, Therefore,

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

SECTION 1. That the portion of Elihu Street as shown and more fully described on Attachment B, attached hereto and made a part hereof for all purposes, be and the same is closed to vehicular and pedestrian traffic; subject, however, to the terms, conditions, considerations and future effective date hereinafter more fully set out.

SECTION 2. That the closure provided for herein is made subject to (i) all present zoning and deed restrictions, if the latter exist, (ii) all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, (iii) the rights of all franchised utilities and communication companies, and (iv) the City’s continuing rights in and with respect to the closed portion of Elihu Street.
SECTION 3. That the terms and conditions contained in this ordinance shall be binding upon DART, its successors and assigns.

SECTION 4. That as a condition of this closure and as a part of the consideration hereof, DART, its successors and assigns agree, to the extent allowable under Texas Law and in accordance with the Agreement, to indemnify, defend, release and hold whole and harmless the City of Dallas against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the closing by the City of Dallas of the portion of Elihu Street shown on Attachment B and DART's subsequent use and activity on said property.

SECTION 5. That this closure shall not become effective unless and until DART has:

a) within 120 days following passage of this ordinance, submitted an official copy of a Dallas Area Rapid Transit Board Resolution accepting the terms, provisions and conditions of this ordinance and including within said resolution the name of the street being closed, the ordinance number and date of approval by Dallas City Council;

b) designed and constructed the Proposed Paving Improvements as generally shown on Attachment C in accordance with plans and specification submitted to and approved in advance in writing by the Director of Public Works and Transportation (the "Director") and the Agreement; and said construction, including any needed drainage alterations, accepted as complete by the Director;

c) barricaded both sides of the street closure and placed signs, where needed, in accordance with plans and specifications approved in advance in writing by the Directors of Public Works and Transportation and the Agreement; and

d) within 120 days following passage of this ordinance, conveyed to the City of Dallas by Special Warranty Deed good, indefeasible and insurable fee simple title, acceptable to the City Attorney, not less than 2,578 square feet of land in City Block 21/812, as depicted in Attachment D.

SECTION 6. That as a condition of this closure and as part of the consideration hereof, DART shall obtain a street cut permit from the City's Utility Coordinator (214-948-4042) before undertaking any work in City right-of-way.

SECTION 7. That this ordinance and properly executed Special Warranty Deed, be forwarded to a title insurance company for closing and issuance of an owner's policy of title insurance insuring City's title, all as approved as to form by the City Attorney.
title insurance insuring City’s title, all as approved as to form by the City Attorney. Subsequent to closing, all instruments conveying real estate interest to the City of Dallas shall be recorded in the Deed Records of Dallas County, Texas and thereafter returned to the City Secretary for permanent record.

SECTION 8. That as a condition of this closure and as a part of the consideration for the quitclaim made herein, GRANTEE shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 5(d) above.

SECTION 9. That as a condition of this closure and as part of the consideration hereof, DART shall, in connection with its construction of the proposed paving improvements shown in Attachment C, install and maintain landscaping, including ornamental trees and shrubs, satisfactory to the City of Dallas.

SECTION 10. That the terms, provisions and conditions contained herein shall not amend, replace or modify the Agreement, or any part thereof, all of which shall remain in full force and effect.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas which certified copy shall be delivered to the Director of Development Services or designee.

SECTION 12. 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

Passed______________________

THERESA O’DONNELL
Director of Development Services

BY
Assistant Director

DS/30520 4
ATTACHMENT A

TECHNICAL JUSTIFICATION FOR CLOSURE
OF
ELIHU STREET

DALLAS AREA RAPID TRANSIT LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1

The proposed alignment of the SE-1 Light Rail Transit (LRT) facility will require the closure of a portion of Elihu Street to vehicular and pedestrian traffic at the DART LRT crossing located just east of Trunk Avenue as shown on the location map in Figure 1. The closure or consolidation of minor roadway at-grade rail crossings will improve the safety of DART’s passenger rail operations without significantly impacting traffic flow. The area of closure is depicted on the right-of-way map shown in Attachment B, and the proposed pavement improvements are shown in Attachment C.

The DART LRT alignment consists of two tracks; one for each direction of travel. The proposed LRT alignment alternative was chosen as the locally preferred alternative from multiple alternatives analyzed during the preparation of the Final Environmental Impact Statement for this corridor. Traffic studies indicate a very low traffic volume of demand for access and circulation for the street at this location.

Elihu Street is already a dead end street and DART has purchased the properties at the end of the street so the roadway carries almost no traffic.

Closure of Elihu Street at the LRT crossing will result in no diversion of traffic. Access to adjacent residences will not be adversely affected.

In order to maintain access and city emergency, maintenance and sanitation services, certain paving improvements will be made. This includes a new cul-de-sac at the western end of Elihu Street.
SUBJECT
An ordinance closing a portion of Pacific Avenue at its intersection with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System - Financing: No cost consideration to the City

BACKGROUND
This item authorizes the closure of a portion of Pacific Avenue to prevent pedestrian or vehicular traffic at its intersection with the proposed light rail tracks. Traffic will be redirected appropriately according to City transportation standards. The City will retain ownership of the street right-of-way.

Notices were sent to 26 property owners within 300 feet of the street closure. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)
This item has no prior action.

FISCAL INFORMATION
No cost consideration to the City

MAPS
Attached
SE1 Project
(Pacific Avenue)

STREET TO BE CLOSED
An ordinance providing for the closure of a portion of **Pacific Avenue** located adjacent to City Block 3/808 1/2, in the City of Dallas and County of Dallas, Texas; providing for the terms, conditions, and future effective date of the closure authorized herein; providing for barricading; providing for the construction of street improvements by DART; and providing an effective date for this ordinance.

WHEREAS, on August 13, 1983, Dallas Area Rapid Transit (“DART”) was created as a regional transportation authority for the purpose of providing public transportation and general transportation services within the DART service area; and

WHEREAS, on October 11, 1989, the City Council by Resolution No. 89-3272 approved DART’s system plan as adopted by the DART Board on June 27, 1989, and revised in July of 1989; and

WHEREAS, on February 28, 1990, the Dallas City Council by Resolution No. 90-0810, approved the Master Interlocal Agreement between the City of Dallas (the "City") and DART; and

WHEREAS, on July 25, 1990, the Dallas City Council by Resolution No. 90-2408 authorized Supplemental Agreement No. 1 to the Master Interlocal Agreement to address planning and development issues related to implementation of DART’s transportation system; and

WHEREAS, on August 28, 1991, the Dallas City Council by Resolution No. 91-25666 authorized Supplemental Agreement No. 2 to the Master Interlocal Agreement to address design and construction issues related to implementation of DART’s transportation system; and

WHEREAS, Supplemental Agreement Nos. 3, 4, 5 and 6 to the Master Interlocal Agreement have also been entered into between the City and DART to address various and assorted aspects of the ongoing relationship between the two entities pertaining to DART’s transportation system; and
WHEREAS, certain of the Supplemental Agreements to the Master Interlocal Agreement have been amended from time to time as deemed appropriate, necessary and/or convenient by the parties thereto; and

WHEREAS, the Master Interlocal Agreement, all Supplemental Agreements and all amendments thereto, are hereinafter collectively referred to as the “Agreement”; and

WHEREAS, DART desires and has requested the City to close a portion of Pacific Avenue as shown on Attachment B, attached hereto and made a part hereof for all purposes, to pedestrian and vehicular traffic as public right-of-way to facilitate its rail system; and

WHEREAS, DART has submitted to the City its Technical Justification for the Closure of a portion of Pacific Avenue, which is contained in Attachment A and explains the justification for said closure to prevent vehicular and pedestrian traffic across the proposed SE-1 Light Rail Transit System; and

WHEREAS, the City Council of the City of Dallas (i) is of the opinion that the best interest and welfare of the public will be served by closing the portion of Pacific Avenue described herein to vehicular and pedestrian traffic in connection with the construction, development and ongoing operation of DART’s SE-1 Line Section of the Light Rail Transit System and (ii) acting pursuant to law and upon the request and petition of DART, deems it advisable to close the herein described portion of Pacific Avenue, subject to the terms and conditions herein provided; Now, Therefore,

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

SECTION 1. That those certain provisions of Section 51A-8.506(b) of the Dallas Development Code regarding dead-end streets, to the extent not required by state law or City Charter, are hereby waived with respect to this ordinance.

SECTION 2. That the portion of Pacific Avenue as shown and more fully described on Attachment B, attached hereto and made a part hereof for all purposes, be and the same is closed to vehicular and pedestrian traffic; subject, however, to the terms, conditions, considerations and future effective date hereinafter more fully set out.

SECTION 3. That the closure provided for herein is made subject to (i) all present zoning and deed restrictions, if the latter exist, (ii) all existing easement rights of others,
if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, (iii) the rights of all franchised utilities and communication companies, and (iv) the City's continuing rights in and with respect to the closed portion of Pacific Avenue.

SECTION 4. That the terms and conditions contained in this ordinance shall be binding upon DART, its successors and assigns.

SECTION 5. That as a condition of this closure and as a part of the consideration hereof, DART, its successors and assigns agree, to the extent allowable under Texas Law and in accordance with the Agreement, to indemnify, defend, release and hold whole and harmless the City of Dallas against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the closing by the City of Dallas of the portion of Pacific Avenue shown on Attachment B and DART's subsequent use and activity on said property.

SECTION 6. That this closure shall not become effective unless and until DART has:

a) within 120 days following passage of this ordinance, submitted an official copy of a Dallas Area Rapid Transit Board Resolution accepting the terms, provisions and conditions of this ordinance and including within said resolution the name of the street being closed, the ordinance number and date of approval by Dallas City Council;

b) designed and constructed the Proposed Paving Improvements as generally shown on Attachment C in accordance with plans and specification submitted to and approved in advance in writing by the Director of Public Works and Transportation (the "Director") and the Agreement; and said construction including any needed drainage alterations, is accepted as complete by the Director;

   c) barricaded both sides of the street closure and placed signs, where needed, in accordance with plans and specifications approved in advance in writing by the Director of Public Works and Transportation and the Agreement.

SECTION 7. That the terms, provisions and conditions contained herein shall not amend, replace or modify the Agreement, or any part thereof, all of which shall remain in full force and effect.

SECTION 8. 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.
SECTION 9. 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 ________________.
ATTACHMENT A

TECHNICAL JUSTIFICATION FOR CLOSURE
OF
PACIFIC AVENUE

DALLAS AREA RAPID TRANSIT LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1

The proposed alignment of the SE-1 Light Rail Transit (LRT) facility will require the closure of the Pacific Avenue right-of-way (also known as Hill Avenue) to vehicular and pedestrian traffic at the DART LRT crossing located west of Parry Avenue as shown on the location map in Figure 1. The closure or consolidation of minor roadway at-grade rail crossings will improve the safety of DART’s passenger rail operations without significantly impacting traffic flow. The area of closure is depicted on the right-of-way map shown in Attachment B, and the proposed pavement improvements are shown in Attachment C.

The DART LRT alignment consists of two tracks; one for each direction of travel. The proposed LRT alignment alternative was chosen as the locally preferred alternative from multiple alternatives analyzed during the preparation of the Final Environmental Impact Statement for this corridor. Traffic studies indicate a very low traffic volume of demand for access and circulation for the street at this location.

This crossing of the Pacific Avenue right-of-way currently carries less than 100 vehicles per day. Due to the low volume of traffic, the cost to provide a signalized grade crossing at this intersection is not justified.

Closure of Pacific Avenue right-of-way at the LRT crossing will result in minimal diversion of traffic to Haskell Avenue. Traffic wishing to access the Pacific Avenue right-of-way north of the proposed closure can utilize Peak Street and Willow Street, and the east-west portion of Hill Avenue. Access to adjacent businesses will not be adversely affected. The proposed changes in traffic volumes on local streets, due to the diversion of the Pacific Avenue right-of-way traffic, are not expected to be significant enough to affect existing traffic operations.

No paving improvements will be required to maintain access for city emergency, maintenance, and sanitation services.
SUBJECT
An ordinance closing a portion of Peabody Avenue at its intersection with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 3,717 square feet of land needed for street right-of-way - Financing: No cost consideration to the City

BACKGROUND
This item authorizes the closure of a portion of Peabody Avenue to prevent pedestrian or vehicular traffic at its intersection with the proposed light rail tracks. Traffic will be redirected appropriately according to City transportation standards. The City will retain ownership of the street right-of-way.

Dallas Area Rapid Transit will dedicate approximately 3,717 square feet of land needed for a new cul-de-sac.

Notices were sent to 26 property owners within 300 feet of the street closure. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)
This item has no prior action.

FISCAL INFORMATION
No cost consideration to the City

MAPS
Attached
SE1 Project
(Peabody Avenue)

STREET TO BE CLOSED

DEDICATION TO CITY
ORDINANCE NO._______________________

An ordinance providing for the closure of a portion of Peabody Avenue located adjacent to City Blocks 1350, 1351, 1380 and 1381 in the City of Dallas and County of Dallas, Texas; providing for the terms, conditions, and future effective date of the closure authorized herein; providing for the dedication of public right-of-way necessitated by the closure; providing for barricading; providing for the construction of street improvements by DART; and providing an effective date for this ordinance.

WHEREAS, on August 13, 1983, Dallas Area Rapid Transit ("DART") was created as a regional transportation authority for the purpose of providing public transportation and general transportation services within the DART service area; and

WHEREAS, on October 11, 1989, the City Council by Resolution No. 89-3272 approved DART’s system plan as adopted by the DART Board on June 27, 1989, and revised in July of 1989; and

WHEREAS, on February 28, 1990, the Dallas City Council by Resolution No. 90-0810, approved the Master Interlocal Agreement between the City of Dallas (the "City") and DART; and

WHEREAS, on July 25, 1990, the Dallas City Council by Resolution No. 90-2408 authorized Supplemental Agreement No. 1 to the Master Interlocal Agreement to address planning and development issues related to implementation of DART’s transportation system; and

WHEREAS, on August 28, 1991, the Dallas City Council by Resolution No. 91-25666 authorized Supplemental Agreement No. 2 to the Master Interlocal Agreement to address design and construction issues related to implementation of DART’s transportation system; and

WHEREAS, Supplemental Agreement Nos. 3, 4, 5 and 6 to the Master Interlocal Agreement have also been entered into between the City and DART to address various and assorted aspects of the ongoing relationship between the two entities pertaining to DART’s transportation system; and
WHEREAS, certain of the Supplemental Agreements to the Master Interlocal Agreement have been amended from time to time as deemed appropriate, necessary and/or convenient by the parties thereto; and

WHEREAS, the Master Interlocal Agreement, all Supplemental Agreements and all amendments thereto, are hereinafter collectively referred to as the “Agreement”; and

WHEREAS, DART desires and has requested the City to close a portion of Peabody Avenue as shown on Attachment B, attached hereto and made a part hereof for all purposes, to pedestrian and vehicular traffic as public right-of-way to facilitate its rail system; and

WHEREAS, DART has submitted to the City its Technical Justification for the Closure of a portion of Peabody Avenue, which is contained in Attachment A and explains the justification for said closure to prevent vehicular and pedestrian traffic across the proposed SE-1 Light Rail Transit System; and

WHEREAS, the City Council of the City of Dallas (i) is of the opinion that the best interest and welfare of the public will be served by closing the portion of Peabody Avenue described herein to vehicular and pedestrian traffic in connection with the construction, development and ongoing operation of DART’s SE-1 Line Section of the Light Rail Transit System and (ii) acting pursuant to law and upon the request and petition of DART, deems it advisable to close the herein described portion of Peabody Avenue, subject to the terms and conditions herein provided; Now, Therefore,

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

SECTION 1. That the portion of Peabody Avenue as shown and more fully described on Attachment B, attached hereto and made a part hereof for all purposes, be and the same is closed to vehicular and pedestrian traffic; subject, however, to the terms, conditions, considerations and future effective date hereinafter more fully set out.

SECTION 2. That the closure provided for herein is made subject to (i) all present zoning and deed restrictions, if the latter exist, (ii) all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, (iii) the rights of all franchised utilities and communication companies, and (iv) the City's continuing rights in and with respect to the closed portion of Peabody Avenue.
SECTION 3. That the terms and conditions contained in this ordinance shall be binding upon DART, its successors and assigns.

SECTION 4. That as a condition of this closure and as a part of the consideration hereof, DART, its successors and assigns agree, to the extent allowable under Texas Law and in accordance with the Agreement, to indemnify, defend, release and hold whole and harmless the City of Dallas against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the closing by the City of Dallas of the portion of Peabody Avenue shown on Attachment B and DART's subsequent use and activity on said property.

SECTION 5. That this closure shall not become effective unless and until DART has:

   a) within 120 days following passage of this ordinance, submitted an official copy of a Dallas Area Rapid Transit Board Resolution accepting the terms, provisions and conditions of this ordinance and including within said resolution the name of the street being closed, the ordinance number and date of approval by Dallas City Council;

   b) designed and constructed the Proposed Paving Improvements as generally shown on Attachment C in accordance with plans and specification submitted to and approved in advance in writing by the Director of Public Works and Transportation (the "Director") and the Agreement; and said construction, including any needed drainage alterations, is accepted as complete by the Director;

   c) barricaded both sides of the street closure and placed signs, where needed, in accordance with plans and specifications approved in advance in writing by the Directors of Public Works and Transportation and the Agreement; and

   d) within 120 days following passage of this ordinance, conveyed to the City of Dallas by Special Warranty Deed good, indefeasible and insurable fee simple title, acceptable to the City Attorney, not less than 3,717 square feet of land in City Block 1351, as depicted in Attachment D.

SECTION 6. That as a condition of this closure and as part of the consideration hereof, DART shall obtain a street cut permit from the City's Utility Coordinator (214-948-4042) before undertaking any work in City right-of-way.

SECTION 7. That this ordinance and properly executed Special Warranty Deed, be forwarded to a title insurance company for closing and issuance of an owner's policy of title insurance insuring City's title, all as approved as to form by the City Attorney.
Subsequent to closing, all instruments conveying real estate interest to the City of Dallas shall be recorded in the Deed Records of Dallas County, Texas and thereafter returned to the City Secretary for permanent record.

SECTION 8. That as a condition of this closure and as a part of the consideration for the quitclaim made herein, GRANTEE shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 5(d) above.

SECTION 9. That as a condition of this closure and as part of the consideration hereof, DART shall, in connection with its construction of the proposed paving improvements shown in Attachment C, install and maintain landscaping, including ornamental trees and shrubs, satisfactory to the City of Dallas.

SECTION 10. That the terms, provisions and conditions contained herein shall not amend, replace or modify the Agreement, or any part thereof, all of which shall remain in full force and effect.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas which certified copy shall be delivered to the Director of Development Services or designee.

SECTION 12. 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____________________.
ATTACHMENT A

TECHNICAL JUSTIFICATION FOR CLOSURE OF PEABODY AVENUE

DALLAS AREA RAPID TRANSIT LIGHT RAIL TRANSIT SYSTEM LINE SECTION SE-1

The proposed alignment of the SE-1 Light Rail Transit (LRT) facility will require the closure of Peabody Avenue to vehicular and pedestrian traffic at the DART LRT crossing located just south of Trunk Avenue as shown on the location map in Figure 1. The closure or consolidation of minor roadway at-grade rail crossings will improve the safety of DART’s passenger rail operations without significantly impacting traffic flow. The area of closure is depicted on the right-of-way map shown in Attachment B, and the proposed pavement improvements are shown in Attachment C.

The DART LRT alignment consists of two tracks; one for each direction of travel. The proposed LRT alignment alternative was chosen as the locally preferred alternative from multiple alternatives analyzed during the preparation of the Final Environmental Impact Statement for this corridor. Traffic studies indicate a very low traffic volume of demand for access and circulation for the street at this location.

This crossing of Peabody Avenue currently carries approximately 65 vehicles during the peak hour. Due to the low volume of traffic, the cost to provide a signalized grade crossing at this intersection is not justified.

Closure of Peabody Avenue at the LRT crossing will result in diversion of through traffic to Pennsylvania Avenue using either Meadow Street or Trunk Avenue. Access to adjacent businesses and residences will not be adversely affected. The proposed changes in traffic volumes on local streets, due to the diversion of Peabody Avenue traffic, are not expected to be significant enough to affect existing traffic operations.

In order to maintain access and city emergency, maintenance and sanitation services, certain paving improvements will be made. This includes a new cul-de-sac on Peabody Avenue just to the south of Trunk Avenue.
LEGEND
- PROPOSED LRT TRACKS
- POSSIBLE DIVERSION ROUTES
- RAILROAD CROSSING TO BE CLOSED

PROPOSED LRT TRACKS
POSSIBLE DIVERSION ROUTES
RAILROAD CROSSING TO BE CLOSED

DART PROJECT
LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1 STREET CLOSURES

FIGURE 1
PEABODY AVE
DART PROJECT

LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1 STREET CLOSURES
ATTACHMENT B
PEABODY AVE
RIGHT-OF-WAY MAP
NOTES:
TOPOGRAPHY SHOWN HEREON IS BASED ON AERIAL PHOTOGRAPHY SUPPLIED BY DALLAS AREA RAPID TRANSIT (DART).
BEARINGS, DISTANCES AND COORDINATES SHOWN ARE BASED ON NAD 83, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, DISTANCES AND COORDINATES SHOWN HAVE BEEN MODIFIED TO SURFACE BY APPLYING A FACTOR OF 1.000136506 TO THE STATE PLANE COORDINATES, ESTABLISHED WITH DART CONTROL POINTS 88, 89 & 90.
KEY FOCUS AREA: Economic Development
          Neighborhood Quality of Life

AGENDA DATE: August 22, 2007
COUNCIL DISTRICT(S): 7
DEPARTMENT: Department of Development Services
CMO: A. C. Gonzalez, 671-8925
MAPSCO: 46U

SUBJECT
An ordinance closing a portion of Tuskegee Street at its intersection with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 1,880 square feet of land needed for street right-of-way - Financing: No cost consideration to the City

BACKGROUND
This item authorizes the closure of a portion of Tuskegee Street to prevent pedestrian or vehicular traffic at its intersections with the proposed light rail tracks. Traffic will be redirected appropriately according to City transportation standards. The City will retain ownership of the street right-of-way.

Dallas Area Rapid Transit will dedicate approximately 1,880 square feet of land needed for street right-of-way for an improved turning radius.

Notices were sent to 48 property owners within 300 feet of the street closure. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)
This item has no prior action.

FISCAL INFORMATION
No cost consideration to the City

MAPS
Attached
SE1 Project

(Tuskegee Street)

STREET TO BE CLOSED

DEDICATION TO CITY
ORDINANCE NO._______________________

An ordinance providing for the closure of a portion of Tuskegee Street located adjacent to City Blocks 1803 and 1804 in the City of Dallas and County of Dallas, Texas; providing for the terms, conditions, and future effective date of the closure authorized herein; providing for the dedication of public right-of-way necessitated by the closure; providing for barricading; providing for the construction of street improvements by DART; and providing an effective date for this ordinance.

WHEREAS, on August 13, 1983, Dallas Area Rapid Transit ("DART") was created as a regional transportation authority for the purpose of providing public transportation and general transportation services within the DART service area; and

WHEREAS, on October 11, 1989, the City Council by Resolution No. 89-3272 approved DART's system plan as adopted by the DART Board on June 27, 1989, and revised in July of 1989; and

WHEREAS, on February 28, 1990, the Dallas City Council by Resolution No. 90-0810, approved the Master Interlocal Agreement between the City of Dallas (the "City") and DART; and

WHEREAS, on July 25, 1990, the Dallas City Council by Resolution No. 90-2408 authorized Supplemental Agreement No. 1 to the Master Interlocal Agreement to address planning and development issues related to implementation of DART's transportation system; and

WHEREAS, on August 28, 1991, the Dallas City Council by Resolution No. 91-25666 authorized Supplemental Agreement No. 2 to the Master Interlocal Agreement to address design and construction issues related to implementation of DART's transportation system; and

WHEREAS, Supplemental Agreement Nos. 3, 4, 5 and 6 to the Master Interlocal Agreement have also been entered into between the City and DART to address various and assorted aspects of the ongoing relationship between the two entities pertaining to DART's transportation system; and
WHEREAS, certain of the Supplemental Agreements to the Master Interlocal Agreement have been amended from time to time as deemed appropriate, necessary and/or convenient by the parties thereto; and

WHEREAS, the Master Interlocal Agreement, all Supplemental Agreements and all amendments thereto, are hereinafter collectively referred to as the “Agreement”; and

WHEREAS, DART desires and has requested the City to close a portion of Tuskegee Street as shown on Attachment B, attached hereto and made a part hereof for all purposes, to pedestrian and vehicular traffic as public right-of-way to facilitate its rail system; and

WHEREAS, DART has submitted to the City its Technical Justification for the Closure of a portion of Tuskegee Street, which is contained in Attachment A and explains the justification for said closure to prevent vehicular and pedestrian traffic across the proposed SE-1 Light Rail Transit System; and

WHEREAS, the City Council of the City of Dallas (i) is of the opinion that the best interest and welfare of the public will be served by closing the portion of Tuskegee Street described herein to vehicular and pedestrian traffic in connection with the construction, development and ongoing operation of DART’s SE-1 Line Section of the Light Rail Transit System and (ii) acting pursuant to law and upon the request and petition of DART, deems it advisable to close the herein described portion of Tuskegee Street, subject to the terms and conditions herein provided; Now, Therefore,

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

SECTION 1. That the portion of Tuskegee Street as shown and more fully described on Attachment B, attached hereto and made a part hereof for all purposes, be and the same is closed to vehicular and pedestrian traffic; subject, however, to the terms, conditions, considerations and future effective date hereinafter more fully set out.

SECTION 2. That the closure provided for herein is made subject to (i) all present zoning and deed restrictions, if the latter exist, (ii) all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, (iii) the rights of all franchised utilities and communication companies, and (iv) the City’s continuing rights in and with respect to the closed portion of Tuskegee Street.
SECTION 3. That the terms and conditions contained in this ordinance shall be binding upon DART, its successors and assigns.

SECTION 4. That as a condition of this closure and as a part of the consideration hereof, DART, its successors and assigns agree, to the extent allowable under Texas Law and in accordance with the Agreement, to indemnify, defend, release and hold whole and harmless the City of Dallas against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the closing by the City of Dallas of the portion of Tuskegee Street shown on Attachment B and DART's subsequent use and activity on said property.

SECTION 5. That this closure shall not become effective unless and until DART has:

a) within 120 days following passage of this ordinance, submitted an official copy of a Dallas Area Rapid Transit Board Resolution accepting the terms, provisions and conditions of this ordinance and including within said resolution the name of the street being closed, the ordinance number and date of approval by Dallas City Council;

b) designed and constructed the Proposed Paving Improvements as generally shown on Attachment C in accordance with plans and specifications submitted to and approved in advance in writing by the Director of Public Works and Transportation (the "Director") and the Agreement; and said construction, including any needed drainage alterations, accepted as complete by the Director;

c) barricaded both sides of the street closure and placed signs, where needed, in accordance with plans and specifications approved in advance in writing by the Directors of Public Works and Transportation and the Agreement; and

d) within 120 days following passage of this ordinance, conveyed to the City of Dallas by Special Warranty Deed good, indefeasible and insurable fee simple title, acceptable to the City Attorney, not less than 1,880 square feet of land in City Block 1803, a description of which is attached hereto and made a part hereof as Attachment D.

SECTION 6. That as a condition of this closure and as part of the consideration hereof, DART shall obtain a street cut permit from the City's Utility Coordinator (214-948-4042) before undertaking any work in City right-of-way.

SECTION 7. That this ordinance and properly executed Special Warranty Deed, be forwarded to a title insurance company for closing and issuance of an owner's policy of
title insurance insuring City's title, all as approved as to form by the City Attorney. Subsequent to closing, all instruments conveying real estate interest to the City of Dallas shall be recorded in the Deed Records of Dallas County, Texas and thereafter returned to the City Secretary for permanent record.

SECTION 8. That as a condition of this closure and as a part of the consideration for the quitclaim made herein, GRANTEE shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 5(d) above.

SECTION 9. That as a condition of this closure and as part of the consideration hereof, DART shall, in connection with its construction of the proposed paving improvements shown in Attachment C, install and maintain landscaping, including ornamental trees and shrubs, satisfactory to the City of Dallas.

SECTION 10. That the terms, provisions and conditions contained herein shall not amend, replace or modify the Agreement, or any part thereof, all of which shall remain in full force and effect.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas which certified copy shall be delivered to the Director of Development Services or designee.

SECTION 12. 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

THERESA O’DONNELL
Director of Development Services

BY __________________________
Assistant City Attorney

Passed__________________________

BY __________________________
Assistant Director
ATTACHMENT A

TECHNICAL JUSTIFICATION FOR CLOSURE OF TUSKEGEE STREET

DALLAS AREA RAPID TRANSIT LIGHT RAIL TRANSIT SYSTEM LINE SECTION SE-1

The proposed alignment of the SE-1 Light Rail Transit (LRT) facility will require the closure of Tuskegee Street to vehicular and pedestrian traffic at the DART LRT crossing located between J.B. Jackson Jr. Boulevard and Trunk Avenue as shown on the location map in Figure 1. The closure or consolidation of minor roadway at-grade rail crossings will improve the safety of DART’s passenger rail operations without significantly impacting traffic flow. The area of closure is depicted on the right-of-way map shown in Attachment B, and the proposed pavement improvements are shown in Attachment C.

The DART LRT alignment consists of two tracks; one for each direction of travel. The proposed LRT alignment alternative was chosen as the locally preferred alternative from multiple alternatives analyzed during the preparation of the Final Environmental Impact Statement for this corridor. Traffic studies indicate a very low traffic volume of demand for access and circulation for the street at this location.

This crossing of Tuskegee Street currently carries approximately 60 vehicles during the peak hour. Due to the low volume of traffic, the cost to provide a signalized grade crossing at this intersection is not justified.

Closure of Tuskegee Street at the LRT crossing will result in diversion of through traffic to Metropolitan Avenue using either J.B. Jackson Jr. Boulevard or Meadow Street. Access to adjacent businesses and residences will not be adversely affected. The proposed changes in traffic volumes on local streets, due to the diversion of traffic, are not expected to be significant enough to affect existing traffic operations.

In order to maintain access and city emergency, maintenance and sanitation services, certain paving improvements will be made. This includes an improved turning radius at the intersection of Tuskegee Street and Trunk Avenue.
FIGURE 1
TUSKEGEE ST.

DART PROJECT

LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1 STREET CLOSURES

LEGEND

PROPOSED LRT TRACKS
POSSIBLE DIVERSION ROUTES
RAILROAD CROSSING TO BE CLOSED

CARTER BURGESS
JACOBS ENGINEERING
STY INCORPORATED
KAI ALLIANCE
CROSSING AGREEMENT TO CITY OF DALLAS
AGREEMENT NO. 18645-2
CITY OF DALLAS
VOL. 87186, PG. 0199
D.R.D.C.T.

LEGEND

I-
PROPOSED PAVING PMRPctE .e-
EDGE OF ASPHALT

WAGOOLIA

PROPERlY LINE SIGN

---~--- SURVEY LINE (),

---- EASEMENT LINE llGHTPOC.E

------- CENTERLINE WATERMETER

FENCE

FIRE HYDRANT

Y------- EXISTING R.O.W.
LINE

LATERVALVE @

HEDGE

RCN

GAS METER

• STEEL REBAR SET

SPRINKLER

CAP MARKED

AZB

TELEGRAPH HAMMER

@M

CONTROLLING MONUMENT

FOUND MONUMENTS (SURVEY DATE HEREWITH)

--- CONCRETE SET

40

**X** CUT IN CONCRETE SET

N 21°34'52" E 20.63'

R = 3,349.17'

CB = S 67°58'40" E

CD = 112.00'

**X** CUT IN CONCRETE SET

N 47°00'36" W 27.52'

N 56°09'31" W 70.51'

N 56°09'31" W 259.00

39

PATSY TAYLOR

AND AMOS TAYLOR, JR.
Vol. 3703, PG. 184
D.R.D.C.T.

TRUNK AVE.

(VARIABLE WIDTH ROW)

M. R. D. C. T.

1" SPF BEARS

41

N 47°00'36" W 1.67'

N 21°34'52" E 212.00

0.

42

NO STRUCTURE ON PROPERTY

44

1" SPF BEARS

RIGHT-OF-WAY DEDICATION

1,880 S.F. (0.0432 AC.)

CITY OF DALLAS BLOCK 1803
THOMAS LAGOW, SURVEY,
ABSTRACT NO. 759
CITY OF DALLAS
DALLAS COUNTY TEXAS

NOTES:

BASIS OF BEARING ESTABLISHED BY MEASUREMENTS TAKEN FROM DALLAS AREA RAPID TRANSIT SOUTHEAST CORRIDOR CONTROL NUMBERS 85, 86, AND 87 WITH THE NORTHEASTERLY LINE OF TUSKEGEE STREET BEARING OF N 42°53'36" E.

A PROPERTY DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.
An ordinance closing portions of Carpenter Avenue and Reed Lane at their intersections with the proposed Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 11,502 square feet of land needed for street right-of-way - Financing: No cost consideration to the City

BACKGROUND

This item authorizes the closure of portions of Reed Lane and Carpenter Avenue to prevent pedestrian or vehicular traffic at their intersections with the proposed light rail tracks. Traffic will be redirected appropriately according to City transportation standards. The City will retain ownership of the street right-of-way.

Dallas Area Rapid Transit will dedicate approximately 11,502 square feet of land needed for a new roadway connector between Carpenter Avenue and Reed Lane.

Notices were sent to 134 property owners within 300 feet of the street closures. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDs, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City

MAPS

Attached
SE1 Project
Carpenter Avenue / Reed Lane

SCYENE ROAD

LRT Tracks

STREETS TO BE CLOSED

DEDICATION TO CITY
ORDINANCE NO._______________________

An ordinance providing for the closure of portions of Carpenter Avenue and Reed Lane located adjacent to City Blocks B/2125, 2/1835 and C/2126 in the City of Dallas and County of Dallas, Texas; providing for the terms, conditions, and future effective date of the closure authorized herein; providing for the dedication of public right-of-way necessitated by the closure; providing for barricading; providing for the construction of street improvements by DART; and providing an effective date for this ordinance.

WHEREAS, on August 13, 1983, Dallas Area Rapid Transit (“DART”) was created as a regional transportation authority for the purpose of providing public transportation and general transportation services within the DART service area; and

WHEREAS, on October 11, 1989, the City Council by Resolution No. 89-3272 approved DART’s system plan as adopted by the DART Board on June 27, 1989, and revised in July of 1989; and

WHEREAS, on February 28, 1990, the Dallas City Council by Resolution No. 90-0810, approved the Master Interlocal Agreement between the City of Dallas (the ”City”) and DART; and

WHEREAS, on July 25, 1990, the Dallas City Council by Resolution No. 90-2408 authorized Supplemental Agreement No. 1 to the Master Interlocal Agreement to address planning and development issues related to implementation of DART’s transportation system; and

WHEREAS, on August 28, 1991, the Dallas City Council by Resolution No. 91-25666 authorized Supplemental Agreement No. 2 to the Master Interlocal Agreement to address design and construction issues related to implementation of DART’s transportation system; and

WHEREAS, Supplemental Agreement Nos. 3, 4, 5 and 6 to the Master Interlocal Agreement have also been entered into between the City and DART to address various and assorted aspects of the ongoing relationship between the two entities pertaining to DART’s transportation system; and
WHEREAS, certain of the Supplemental Agreements to the Master Interlocal Agreement have been amended from time to time as deemed appropriate, necessary and/or convenient by the parties thereto; and
WHEREAS, the Master Interlocal Agreement, all Supplemental Agreements and all amendments thereto, are hereinafter collectively referred to as the “Agreement”; and
WHEREAS, DART desires and has requested the City to close portions of Carpenter Avenue and Reed Lane as shown on Attachments B-1 and B-2, attached hereto and made a part hereof for all purposes, to pedestrian and vehicular traffic as public right-of-way to facilitate its rail system; and
WHEREAS, DART has submitted to the City its Technical Justification for the Closure of portions of Carpenter Avenue and Reed Lane, which is contained in Attachments A-1 and A-2 and explains the justification for said closure to prevent vehicular and pedestrian traffic across the proposed SE-1 Light Rail Transit System; and
WHEREAS, the City Council of the City of Dallas (i) is of the opinion that the best interest and welfare of the public will be served by closing portions of Carpenter Avenue and Reed Lane described herein to vehicular and pedestrian traffic in connection with the construction, development and ongoing operation of DART’s SE-1 Line Section of the Light Rail Transit System and (ii) acting pursuant to law and upon the request and petition of DART, deems it advisable to close the herein described portions of Carpenter Avenue and Reed Lane, subject to the terms and conditions herein provided; Now, Therefore,
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:
SECTION 1. That the portions of Carpenter Avenue and Reed Lane as shown and more fully described on Attachments B-1 and B-2, attached hereto and made a part hereof for all purposes, be and the same is closed to vehicular and pedestrian traffic; subject, however, to the terms, conditions, considerations and future effective date hereinafter more fully set out.
SECTION 2. That the closure provided for herein is made subject to (i) all present zoning and deed restrictions, if the latter exist, (ii) all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, (iii) the rights of all franchised utilities and communication companies, and (iv) the City's continuing rights in and with respect to the closed portions of Carpenter Avenue and Reed Lane.

SECTION 3. That the terms and conditions contained in this ordinance shall be binding upon DART, its successors and assigns.

SECTION 4. That as a condition of this closure and as a part of the consideration hereof, DART, its successors and assigns agree, to the extent allowable under Texas Law and in accordance with the Agreement, to indemnify, defend, release and hold whole and harmless the City of Dallas against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the closing by the City of Dallas of portions of Carpenter Avenue and Reed Lane shown on Attachments B-1 and B-2 and DART's subsequent use and activity on said property.

SECTION 5. That this closure shall not become effective unless and until DART has:

a) within 120 days following passage of this ordinance, submitted an official copy of a Dallas Area Rapid Transit Board Resolution accepting the terms, provisions and conditions of this ordinance and including within said resolution the name of the street being closed, the ordinance number and date of approval by Dallas City Council;

b) designed and constructed the Proposed Paving Improvements as generally shown on Attachments C-1 and C-2 in accordance with plans and specifications submitted to and approved in advance in writing by the Director of Public Works and Transportation (the "Director") and the Agreement; and said construction, including any needed drainage alterations, accepted as complete by the Director;

c) barricaded both sides of the street closure and placed signs, where needed, in accordance with plans and specifications approved in advance in writing by the Director of Public Works and Transportation and the Agreement; and
d) within 120 days following passage of this ordinance, conveyed to the City of Dallas by Special Warranty Deed good, indefeasible and insurable fee simple title, acceptable to the City Attorney, not less than 11,502 square feet of land in City Block B/2125, as depicted in Attachment D.

SECTION 6. That as a condition of this closure and as part of the consideration hereof, DART shall obtain a street cut permit from the City's Utility Coordinator (214-948-4042) before undertaking any work in City right-of-way.

SECTION 7. That this ordinance and properly executed Special Warranty Deed, be forwarded to a title insurance company for closing and issuance of an owner's policy of title insurance insuring City's title, all as approved as to form by the City Attorney. Subsequent to closing, all instruments conveying real estate interest to the City of Dallas shall be recorded in the Deed Records of Dallas County, Texas and thereafter returned to the City Secretary for permanent record.

SECTION 8. That as a condition of this closure and as a part of the consideration for the quitclaim made herein, GRANTEE shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 5(d) above.

SECTION 9. That as a condition of this closure and as part of the consideration hereof, DART shall, in connection with its construction of the proposed paving improvements shown in Attachments C-1 and C-2, install and maintain landscaping, including ornamental trees and shrubs, satisfactory to the City of Dallas.

SECTION 10. That the terms, provisions and conditions contained herein shall not amend, replace or modify the Agreement, or any part thereof, all of which shall remain in full force and effect.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas which certified copy shall be delivered to the Director of Development Services or designee.
SECTION 12. 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

Passed__________________________________________

ATTERSA O’DONNELL
Director of Development Services

BY

Assistant Director
ATTACHMENT A -1

TECHNICAL JUSTIFICATION FOR CLOSURE
OF
CARPENTER AVENUE

DALLAS AREA RAPID TRANSIT LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1

The proposed alignment of the SE-1 Light Rail Transit (LRT) facility will require the closure of Carpenter Avenue to vehicular and pedestrian traffic at the DART LRT crossing located just south of Scyene Road as shown on the location map in Figure 1. The closure or consolidation of minor roadway at-grade rail crossings will improve the safety of DART’s passenger rail operations without significantly impacting traffic flow. The area of closure is depicted on the right-of-way map shown in Attachment B, and the proposed pavement improvements are shown in Attachment C-1.

The DART LRT alignment consists of two tracks, one for each direction of travel. The proposed LRT alignment alternative was chosen as the locally preferred alternative from multiple alternatives analyzed during the preparation of the Final Environmental Impact Statement for this corridor. Traffic studies indicate a very low traffic volume of demand for access and circulation for the street at this location.

This crossing of Carpenter Avenue currently carries 440 vehicles per day. Due to the low volume of traffic, the cost to provide a signalized grade crossing at this intersection is not justified.

Closure of Carpenter Avenue at the LRT crossing will result in minimal diversion of through traffic to Scyene Road using either Pine-Spring Connector or Second Avenue. Access to adjacent businesses and residences will not be adversely affected. The proposed changes in traffic volumes on local streets, due to the diversion of Carpenter Avenue traffic, are not expected to be significant enough to affect existing traffic operations.

In order to maintain access and city emergency, maintenance and sanitation services, certain paving improvements will be made. This includes a new roadway connector with Reed Lane just to the west in order to provide traffic flow to/from Second Avenue. In addition, the intersection of Pine-Spring Connector with Scyene Road will be improved to a signalized intersection.
The proposed alignment of the SE-1 Light Rail Transit (LRT) facility will require the closure of Reed Lane to vehicular and pedestrian traffic at the DART LRT crossing located just south of Scyene Road as shown on the location map in Figure 1. The closure or consolidation of minor roadway at-grade rail crossings will improve the safety of DART’s passenger rail operations without significantly impacting traffic flow. The area of closure is depicted on the right-of-way map shown in Attachment B, and the proposed pavement improvements are shown in Attachment C - 2.

The DART LRT alignment consists of two tracks, one for each direction of travel. The proposed LRT alignment alternative was chosen as the locally preferred alternative from multiple alternatives analyzed during the preparation of the Final Environmental Impact Statement for this corridor. Traffic studies indicate a very low traffic volume of demand for access and circulation for the street at this location.

This crossing of Reed Lane currently carries 30 vehicles during the peak hour. Due to the low volume of traffic, the cost to provide a signalized grade crossing at this intersection is not justified.

Closure of Reed Lane at the LRT crossing will result in minimal diversion of through traffic to Pine-Spring Connector using either Scyene Road or Second Avenue. Access to adjacent businesses and residences will not be adversely affected. The proposed changes in traffic volumes on local streets, due to the diversion of Reed Lane traffic, are not expected to be significant enough to affect existing traffic operations.

In order to maintain access and city emergency, maintenance and sanitation services, certain paving improvements will be made. This includes a new roadway connector with Carpenter Avenue just to the east in order to provide traffic flow to/from Second Avenue. In addition, the intersection of Pine-Spring Connector with Scyene Road will be improved to a signalized intersection.
PROPOSED LRT TRACKS
POSSIBLE DIVERSION ROUTES
RAILROAD CROSSING TO BE CLOSED

LEGEND

PROPOSED LRT TRACKS
POSSIBLE DIVERSION ROUTES
RAILROAD CROSSING TO BE CLOSED

DART PROJECT

LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1 STREET CLOSURES

FIGURE 1
CARPENTER AVE
PROPOSED LRT TRACKS
POSSIBLE DIVERSION ROUTES
RAILROAD CROSSING TO BE CLOSED

DART PROJECT LIGHT RAIL TRANSIT SYSTEM LINE SECTION SE-1 STREET CLOSURES

FIGURE 1
REED LN

LEGEND

PROPOSED LRT TRACKS
POSSIBLE DIVERSION ROUTES
RAILROAD CROSSING TO BE CLOSED
THOMAS LAGOW SURVEY
A-759

DALLAS AREA RAPID TRANSIT
WARRANTY DEED
INST NO. 20060356724
D.R.D.C.T.

DALLAS AREA RAPID TRANSIT
WARRANTY DEED
INST NO. 200603568194
D.R.D.C.T.

BLOCK B/2125
10 FELIX L. "ABLEMONT’S
ADDITION

SITE LOCATION

VILLE MAP
(NEW TO SCALE)

LEGAL

LEGEND

PROPOSED PAVING
POLICE PILE

DARKLY

PROPERTY LINE
SHEER

EASEMENT LINE
SHEER

LIGMENT LINE
WATER METER

EXISTING R.W.V. LINE
WATER VALVE

HEAD RAY
DAY GREY

N/P CAP MARKED RED
SPRINGER

CONTROLLING EVIDENCE
CABLE MARKED RED

VERIFIED

RIGHT-OF-WAY DEDICATION

Scale: F: 30’
Sheet No.

CARTER BURGESS
JACOB’S SIMPSONING
STV INCORPORATED
XAI ALLIANCE

DART

CITY OF DALLAS
THOMAS LAGOW SURVEY
ABSTRACT NO. 740
CITY OF DALLAS
DALLAS COUNTY, TEXAS

Reviewed by:
Date:
SPRG No.

NOTES:
BASIS OF BEARING ESTABLISHED BY MEASUREMENTS TAKEN FROM DALLAS AREA RAPID TRANSIT SOUTHEAST CORRIDOR CONTROL NUMBERS 82, 83, AND 84 WITH THE SOUTHERLY LINE OF THE CITY OF DALLAS RIGHT-OF-WAY BEARING OF S 89° 00' 39” E.

A PROPERTY DESCRIPTION OF EVEN SURVEY DATE HEREWITHE ACCOMPANIES THIS PLAT.
KEY FOCUS AREA: Economic Development  
Neighborhood Quality of Life

AGENDA DATE: August 22, 2007

COUNCIL DISTRICT(S): 7

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 46P

SUBJECT

An ordinance closing portions of South Boulevard and Trezevant Street located at their intersections with the Dallas Area Rapid Transit SE-1 Line Section of the Light Rail Transit System and providing for the dedication of approximately 8,293 square feet of land needed for street right-of-way - Financing: No cost consideration to the City

BACKGROUND

This item authorizes the closure of portions of South Boulevard and Trezevant Street to prevent pedestrian or vehicular traffic at their intersections with the proposed light rail tracks. Traffic will be redirected appropriately according to City transportation standards. The City will retain ownership of the street right-of-way.

Dallas Area Rapid Transit will dedicate approximately 8,293 square feet of land needed for a new roadway connector between South Boulevard and Trezevant Street.

Notices were sent to 60 property owners within 300 feet of the street closures. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City

MAPS

Attached
ORDINANCE NO._______________________

An ordinance providing for the closure of portions of South Boulevard and Trezevant Street located adjacent to City Blocks B/1347, 2/1348 and 1/1349 in the City of Dallas and County of Dallas, Texas; providing for the terms, conditions, and future effective date of the closure authorized herein; providing for the dedication of public right-of-way necessitated by the closure; providing for barricading; providing for the construction of street improvements by DART; and providing an effective date for this ordinance.

WHEREAS, on August 13, 1983, Dallas Area Rapid Transit (“DART”) was created as a regional transportation authority for the purpose of providing public transportation and general transportation services within the DART service area; and

WHEREAS, on October 11, 1989, the City Council by Resolution No. 89-3272 approved DART’s system plan as adopted by the DART Board on June 27, 1989, and revised in July of 1989; and

WHEREAS, on February 28, 1990, the Dallas City Council by Resolution No. 90-0810, approved the Master Interlocal Agreement between the City of Dallas (the "City") and DART; and

WHEREAS, on July 25, 1990, the Dallas City Council by Resolution No. 90-2408 authorized Supplemental Agreement No. 1 to the Master Interlocal Agreement to address planning and development issues related to implementation of DART’s transportation system; and

WHEREAS, on August 28, 1991, the Dallas City Council by Resolution No. 91-25666 authorized Supplemental Agreement No. 2 to the Master Interlocal Agreement to address design and construction issues related to implementation of DART’s transportation system; and

WHEREAS, Supplemental Agreement Nos. 3, 4, 5 and 6 to the Master Interlocal Agreement have also been entered into between the City and DART to address various and assorted aspects of the ongoing relationship between the two entities pertaining to DART’s transportation system; and
WHEREAS, certain of the Supplemental Agreements to the Master Interlocal Agreement have been amended from time to time as deemed appropriate, necessary and/or convenient by the parties thereto; and

WHEREAS, the Master Interlocal Agreement, all Supplemental Agreements and all amendments thereto, are hereinafter collectively referred to as the “Agreement”; and

WHEREAS, DART desires and has requested the City to close portions of South Boulevard and Trezevant Street as shown on Attachments B-1 and B-2, attached hereto and made a part hereof for all purposes, to pedestrian and vehicular traffic as public right-of-way to facilitate its rail system; and

WHEREAS, DART has submitted to the City its Technical Justification for the Closure of portions of South Boulevard and Trezevant Street, which is contained in Attachments A-1 and A-2 and explains the justification for said closure to prevent vehicular and pedestrian traffic across the proposed SE-1 Light Rail Transit System; and

WHEREAS, the City Council of the City of Dallas (i) is of the opinion that the best interest and welfare of the public will be served by closing the portions of South Boulevard and Trezevant Street described herein to vehicular and pedestrian traffic in connection with the construction, development and ongoing operation of DART’s SE-1 Line Section of the Light Rail Transit System and (ii) acting pursuant to law and upon the request and petition of DART, deems it advisable to close the herein described portions of South Boulevard and Trezevant Street, subject to the terms and conditions herein provided; Now, Therefore,

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

SECTION 1. That the portions of South Boulevard and Trezevant Street as shown and more fully described on Attachments B-1 and B-2, attached hereto and made a part hereof for all purposes, be and the same is closed to vehicular and pedestrian traffic; subject, however, to the terms, conditions, considerations and future effective date hereinafter more fully set out.

SECTION 2. That the closure provided for herein is made subject to (i) all present zoning and deed restrictions, if the latter exist, (ii) all existing easement rights of others,
if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, (iii) the rights of all franchised utilities and communication companies, and (iv) the City's continuing rights in and with respect to the closed portions of South Boulevard and Trezevant Street.

SECTION 3. That the terms and conditions contained in this ordinance shall be binding upon DART, its successors and assigns.

SECTION 4. That as a condition of this closure and as a part of the consideration hereof, DART, its successors and assigns agree, to the extent allowable under Texas Law and in accordance with the Agreement, to indemnify, defend, release and hold whole and harmless the City of Dallas against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the closing by the City of Dallas of the portions of South Boulevard and Trezevant Street shown on Attachments B-1 and B-2 and DART's subsequent use and activity on said property.

SECTION 5. That this closure shall not become effective unless and until DART has:

(a) within 120 days following passage of this ordinance, submitted an official copy of a Dallas Area Rapid Transit Board Resolution accepting the terms, provisions and conditions of this ordinance and including within said resolution the name of the street being closed, the ordinance number and date of approval by Dallas City Council;

(b) designed and constructed the Proposed Paving Improvements as generally shown on Attachments C-1 and C-2 in accordance with plans and specifications submitted to and approved in advance in writing by the Director of Public Works and Transportation (the "Director") and the Agreement; and said construction, including any needed drainage alterations, accepted as complete by the Director;

(c) barricaded both sides of the street closure and placed signs, where needed, in accordance with plans and specifications approved in advance in writing by the Director of Public Works and Transportation and the Agreement; and

(d) within one year following passage of this ordinance, record a final replat showing the fee simple dedication of not less than 8,293 square feet of land from its abutting property in City Block 2/1348, a description of which is attached hereto and made a part hereof as Attachment D.
SECTION 6. That as a condition of this closure and as a part of the consideration hereof, DART shall in connection with its construction of the proposed paving improvements shown in Attachments C-1 and C-2, install and maintain landscaping, including ornamental trees and shrubs, satisfactory to the City of Dallas.

SECTION 7. That the terms, provisions and conditions contained herein shall not amend, replace or modify the Agreement, or any part thereof, all of which shall remain in full force and effect.

SECTION 8. 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.

SECTION 9. 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

Passed__________________

THERESA O’DONNELL
Director of Development Services

BY _______________________

Assistant Director
ATTACHMENT A

TECHNICAL JUSTIFICATION FOR CLOSURE
OF
SOUTH BOULEVARD

DALLAS AREA RAPID TRANSIT LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1

The proposed alignment of the SE-1 Light Rail Transit (LRT) tracks and the location of the MLK LRT Station platform will require the closure of South Boulevard to vehicular and pedestrian traffic at the DART LRT crossing located just south of Trunk Avenue as shown on the location map in Figure 1. The closure or consolidation of minor roadway at-grade rail crossings will improve the safety of DART's passenger rail operations without significantly impacting traffic flow. The area of closure is depicted on the right-of-way map shown in Attachment B-1, and the proposed pavement improvements are shown in Attachment C-1.

The DART LRT alignment consists of two tracks; one for each direction of travel. The proposed LRT alignment alternative was chosen as the locally preferred alternative from multiple alternatives analyzed during the preparation of the Final Environmental Impact Statement for this corridor. Traffic studies indicate a very low traffic volume of demand for access and circulation for the street at this location.

This crossing of South Boulevard currently carries less than 100 vehicles per day and Trunk Avenue at South Boulevard was abandoned as part of the J.B. Jackson Transit Center. Due to the low volume of traffic, the cost to provide a signalized grade crossing at this intersection is not justified.

Closure of South Boulevard at the MLK LRT Station platform will result in minimal diversion of through traffic to Martin Luther King Jr. Avenue. Access to adjacent residences will not be adversely affected. The proposed changes in traffic volumes on local streets, due to the diversion of South Boulevard traffic, are not expected to be significant enough to affect existing traffic operations.

In order to maintain access and city emergency, maintenance and sanitation services, certain paving improvements will be made. This includes a new roadway connector between Trezevant Street and South Boulevard in order to allow circulation of traffic to and from the west.
TECHNICAL JUSTIFICATION FOR CLOSURE OF TREZEVANT STREET

DALLAS AREA RAPID TRANSIT LIGHT RAIL TRANSIT SYSTEM LINE SECTION SE-1

The proposed alignment of the SE-1 Light Rail Transit (LRT) tracks and the location of the MLK LRT Station platform will require the closure of Trezevant Street to pedestrian traffic at the DART LRT crossing located just south of Trunk Avenue as shown on the location map in Figure 1. The closure or consolidation of minor roadway at-grade rail crossings will improve the safety of DART’s passenger rail operations without significantly impacting traffic flow. The area of closure is depicted on the right-of-way map shown in Attachment B, and the proposed pavement improvements are shown in Attachment C - 2.

The DART LRT alignment consists of two tracks; one for each direction of travel. The proposed LRT alignment alternative was chosen as the locally preferred alternative from multiple alternatives analyzed during the preparation of the Final Environmental Impact Statement for this corridor. Traffic studies indicate a very low traffic volume of demand for access and circulation for the street at this location.

Trezevant Street was closed across the DART ROW as part of the construction of the J.B. Jackson Transit Center and currently carries no vehicle traffic but pedestrians currently use the crossing.

Closure of Trezevant Street at the MLK LRT Station platform will result in no diversion of through traffic. Access to adjacent businesses and residences will not be adversely affected.

In order to maintain access and city emergency, maintenance and sanitation services, certain paving improvements will be made. This includes a new roadway connector between Trezevant Street and South Boulevard in order to allow access to and from the west.
PROPOSED LRT TRACKS
POSSIBLE DIVERSION ROUTES
RAILROAD CROSSING TO BE CLOSED

DART PROJECT
LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1 STREET CLOSURES

FIGURE 1
SOUTH BLVD
PROPOSED LRT TRACKS
POSSIBLE DIVERSION ROUTES
RAILROAD CROSSING TO BE CLOSED

DART PROJECT
LIGHT RAIL TRANSIT SYSTEM LINE: SECTION SE-1 STREET CLOSURES

FIGURE 1
TREZEVANT ST
LIGHT RAIL TRANSIT SYSTEM
LINE SECTION SE-1 STREET CLOSURES
ATTACHMENT C -1
SOUTH BLVD
PROPOSED PAVING IMPROVEMENTS
Authorize acquisition, from Anthony R. Lovgren, of approximately 43,560 square feet of land improved with a single-family residence located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - $275,330 - Financing: Water Utilities Capital Construction Funds

BACKGROUND

This item authorizes the acquisition of a tract of land containing approximately 43,560 square feet 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 property is improved with a single-family residence, swimming pool and detached metal workshop. The consideration of $275,330 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 - $275,330
MAPS

Attached
BE IT RESOLVED BY THE 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”: Lake Tawakoni 144-inch Raw Water Transmission Line

"PROPERTY INTEREST": Fee Simple

"PROPERTY": that certain tract of land described in Exhibit A, attached hereto and made a part hereof. All of the above PROPERTY being located in the City of Forney, Kaufman County, Texas

"OWNER(S)”: Anthony R. Lovgren

"OFFER AMOUNT": $275,330.00

SECTION 2. That the PROJECT is a municipal and public purpose and a public use.

SECTION 3. 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 4. 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 5. 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 6. 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 the Water Utilities Capital Construction Funds No. 0102, Department DWU, Unit CW20, Activity RWPT, Program No. 704041, Object 4210, Encumbrance No. CTDWU704041EH.
SECTION 7. That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs.

SECTION 8. 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 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 Land to Be Acquired in University Estates in Kaufman County, Texas from Anthony R. Lovgren

Being situated in the Ruth Peckum Survey, Abstract Number 374 Kaufman County, Texas, and being all of Lot 12, of University Estates, an addition to the County of Kaufman, recorded in Cabinet 2, Envelope 114, Plat Records of said county, and being all of the property conveyed to Anthony R. Lovgren, by Special Warranty Deed with Vendor's Lien, dated April 24, 2002, recorded in Volume 1990, Page 506, Deed Records of said county and containing 43,560 square feet or 1.00 acre of land as shown on said University Estates plat.

This description is approved as to form.

Larry T. Billingsley, R.P., C.S.
Chief City Surveyor

Date: 3-08-07
ADDENDUM ITEM # 10

KEY FOCUS AREA: Economic Development

AGENDA DATE: August 22, 2007

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, from Darren Blaine Crowe and Barbara Crowe, of approximately 76,464 square feet of land improved with a single-family residence located in Kaufman County for the Lake Tawakoni 144-inch Pipeline - $306,106 - Financing: Water Utilities Capital Construction Funds

BACKGROUND

This item authorizes the acquisition of a tract of land containing approximately 76,464 square feet 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 property is improved with a single-family residence. The consideration of $306,106 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 - $306,106
MAPS

Attached
BE IT RESOLVED BY THE 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": Lake Tawakoni 144-inch Raw Water Transmission Line

"PROPERTY INTEREST": Fee Simple

"PROPERTY": that certain tract of land described in Exhibit A, attached hereto and made a part hereof. All of the above PROPERTY being located in the City of Forney, Kaufman County, Texas

"OWNER(S)": Darren Blaine Crowe and Barbara Crowe

"OFFER AMOUNT": $306,106.00

SECTION 2. That the PROJECT is a municipal and public purpose and a public use.

SECTION 3. 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 4. 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 5. 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 6. 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 the Water Utilities Capital Construction Funds No. 0102, Department DWU, Unit CW20, Activity RWPT, Program No. 704041, Object 4210, Encumbrance No. CTDWU704041EJ.
SECTION 7. That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs.

SECTION 8. 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 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: 36

BEING a 1.755 acre tract of land in the Ruth Peckum Survey, Abstract No. 374, and being located in Kaufman County, Texas, and being all of a tract of land described in General Warranty Deed with Vendor’s Lien (with Subordinate Vendor’s Lien) to Darren Blaine Crowe and Wife, Barbara Crowe, dated April 28, 2005, as recorded in Volume 2633, Page 153 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 32 minutes 11 seconds West, passing at a distance of 63.02 feet the east corner 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, D.R.K.C.T., and continuing along the common line between said Levorsen Living Trust tract and said Forney Building & Mortgage tract, passing at a distance of 1,967.62 feet a 1/2-inch set iron rod with a red plastic cap stamped “DAL-TECH” (hereinafter referred to as “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 270, and Volume 444, Page 404, 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 1,989.70 feet to a 3/8-inch found iron rod for corner;

THENCE South 44 degrees 36 minutes 37 seconds West, continuing along said common line, crossing said City of Dallas Water Line Right-of-Way, a distance of 36.37 feet to a 1/2-inch set iron rod with cap at the intersection of said common line with the southeast line of said City of Dallas Water Line Right-of-Way;

THENCE South 75 degrees 49 minutes 44 seconds West, along the southeast line of said City of Dallas Water Line Right-of-Way, passing at a distance of 5.38 feet a found concrete monument and continuing for a total distance of 786.60 feet to a 1/2-inch set iron rod with cap for the POINT OF BEGINNING, also being the east corner of said Crowe tract;

THENCE South 75 degrees 49 minutes 44 seconds West, along the southeast line of said City of Dallas Water Line Right-of-Way and along the common line between said Crowe tract and said Forney Building & Mortgage tract, a distance of 527.27 feet to a P.K. Nail set on the southwest line of said Crowe tract and in said Kaufman County Road No. 221 (unrecorded right-of-way);

THENCE North 35 degrees 52 minutes 16 seconds West, along the southwest line of said Crowe tract and with said Kaufman County Road No. 221, a distance of 294.08 feet to a found P.K. Nail for the northwest corner of said Crowe tract, also being on the southeast line of said City of Dallas Water Line Right-of-Way;

THENCE North 75 degrees 49 minutes 44 seconds East, departing said Kaufman County Road No. 221, along the common line between the northwest line of said Crowe tract and the southeast line of said City of Dallas Water Line Right-of-Way, a distance of 559.69 feet to the POINT OF BEGINNING AND CONTAINING 76,464 square feet or 1.755 acres of land, more or less. T.D.K.
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: 36

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
Registered Professional Land Surveyor
Texas No. 5975

Date: 8-7-07
NOTE: THIS SURVEY WAS PERFORMED BASE UPON
RECORD DATA PROVIDED UNDER STEWART TITLE
INSURANCE COMPANY COMMITMENT G.F. NUMBER
20066507 WITH AN EFFECTIVE DATE OF MARCH 29, 2007

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
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 NCS
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.
KEY FOCUS AREA: Economic Development

AGENDA DATE: August 22, 2007

COUNCIL DISTRICT(S): 2, 3, 4, 5, 6, 7, 8, 14

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 34G 46M 46S 46X 52E 54T 54X 55S 56B 56T 56W 56Z 65V 66B 66Y 77E

SUBJECT

Authorize the quitclaim of 18 properties acquired by the taxing authorities from the Sheriff's Sale to the highest bidders (list attached) - Revenue: $215,691

BACKGROUND

This item authorizes the quitclaim of 18 properties which were foreclosed by the Sheriff's Department for unpaid taxes pursuant to judgments or seizure warrants from a District Court. These properties are being sold to the highest bidders and will return to the tax rolls upon conveyance.

Successful bidders are required to sign a certification stating that they are not purchasing these properties on behalf of the foreclosed owners and that they have no debts owed to the City, no pending code violations and that they are not chronic code violators.

These properties have been reviewed by the Housing Department for infill housing and is not desired for this program.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: $215,691
OWNERS

Birdwell Consulting Services, Inc.
Tad Stephens, President

Tabernaculo deVida – Iglesia Pentecostal Unida Int’l, Inc.
Isaul D. Garcia, Pastor

J S Funding, Ltd
Jean Stover

B. J.s Enterprizes
Gardner Brewer

MAP
Attached
<table>
<thead>
<tr>
<th>Parcel No.</th>
<th>Address</th>
<th>Bidder</th>
<th># Bids</th>
<th>Amount</th>
<th>DCAD Value</th>
<th>Vac/ Imp</th>
<th>Zoning</th>
<th>Council District</th>
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<td>1.</td>
<td>2718 Locust</td>
<td>JS Funding, LTD</td>
<td>2</td>
<td>$15,422.00</td>
<td>$36,860.00</td>
<td>I</td>
<td>R5-A</td>
<td>4</td>
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<td>2.</td>
<td>2217 Poplar</td>
<td>Birdwell Consulting Services, Inc.</td>
<td>1</td>
<td>$12,215.00</td>
<td>$27,950.00</td>
<td>I</td>
<td>R5-A</td>
<td>7</td>
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<td>3.</td>
<td>2215 Stoneman</td>
<td>Birdwell Consulting Services, Inc.</td>
<td>2</td>
<td>$13,133.00</td>
<td>$27,510.00</td>
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<td>R5-A</td>
<td>7</td>
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<td>4.</td>
<td>5 Army Way</td>
<td>Sostenes Sanchez</td>
<td>5</td>
<td>$7,000.00</td>
<td>$5,000.00</td>
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<td>R7.5-A</td>
<td>6</td>
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<td>5.</td>
<td>5016 Beeman</td>
<td>JS Funding, LTD</td>
<td>5</td>
<td>$3,673.00</td>
<td>$32,830.00</td>
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<td>NS-A</td>
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<td>$9,380.00</td>
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<td>4815 Cleveland</td>
<td>Larry A. Reiter</td>
<td>7</td>
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<td>Samar Perry</td>
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<td>25</td>
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<td>10 Marine Way</td>
<td>Bruce Heydarian</td>
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<td>3021 Marjorie</td>
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<td>14.</td>
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<td>Courtney Anderson</td>
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<td>18.</td>
<td>2526 S. Tyler</td>
<td>B. J.s Enterprizes</td>
<td>12</td>
<td>$19,360.00</td>
<td>$11,000.00</td>
<td>V</td>
<td>TH3-A</td>
<td>3</td>
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</tbody>
</table>
WHEREAS, the City of Dallas, the State of Texas, ("State"), the County of Dallas, ("County"), and/or the Dallas Independent School District, ("DISD"), acquired a Sheriff's Deed to the properties, ("Properties"), at a sheriff's tax sale, ("the First Sale"), authorized by a District Court of Dallas County, Texas, by a Judicial Foreclosure ("the Judgment") in a tax foreclosure sale or a Seizure Warrant, ("Warrant") and the subsequent Sheriff's Deeds were filed in the Real Property Records of Dallas County, Texas, all as described on "Exhibit A", attached hereto and made a part hereof; and

WHEREAS, in accordance with Attorney General Opinion No. JM-1232, the City of Dallas, pursuant to the provisions of Section 34.05(a) of the Property Tax Code, may sell the Properties at any time, ("the Second Sale"), subject to any right of redemption existing at the time of the Second Sale; and

WHEREAS, pursuant to the provisions of Chapter 34, Section 34.05 of the Property Tax Code, a taxing unit is authorized to resell the Properties; and

WHEREAS, by accepting its pro rata proceeds from the Second Sale, the State concurs in the transfer of Properties in which it has an interest; and

WHEREAS, the City Manager, acting on behalf of the County, when granted consent pursuant to a County Commissioner's Court Order, and DISD, when granted consent pursuant to a School Board Resolution, has the authority to execute a quitclaim deed to the Properties quitclaiming to the purchasers the right, title, and interest acquired or held by each taxing unit that was a party to the judgment foreclosing tax liens on the Properties or the warrant authorizing Seizure of the Properties; and

WHEREAS, the Properties were advertised in the Dallas Morning News on the dates as indicated on Exhibit A;

WHEREAS, the City Council has previously approved the resale of other properties where funds were not received and have not been disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County; and

WHEREAS, the distribution of the proceeds of the resale will be in accordance with Chapter 34, Section 34.06 of the Property Tax Code; Now, Therefore,

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

SECTION 1. That upon receipt of the monetary consideration from the bidder for each parcel from the list of Properties, as specified in Exhibit A, and upon consent by the County and DISD, the City Manager is hereby authorized to execute Quitclaim Deeds, subject to the right of redemption, if any, and to the terms, conditions and release of the taxing entities therein, to be attested by the City Secretary upon approval as to form by the City Attorney.
SECTION 2. That the consideration received shall be distributed pursuant to Chapter 34, Section 34.06 of the Property Tax Code and applied to payment of the judgment, court costs, interest, and cost of sale owed to the taxing entities by the delinquent taxpayer or the amount of delinquent taxes, penalties, the amount secured by any municipal health or safety liens on the Property included in the Warrant application, court costs, interest and cost of seizure and sale owed to the taxing entities as set forth in the Warrant; any such amount(s) still owed by the delinquent taxpayer to any of the taxing entities shall remain the personal obligation of the delinquent taxpayer, and any excess amounts shall be distributed in the manner described in Section 34.03 of the Property Tax Code.

SECTION 3. That the purchasers shall be responsible for the pro rata property taxes assessed from the date of closing for the remaining part of the then current calendar year. These Properties shall be placed back on the tax rolls effective as of the date of execution of the deed.

SECTION 4. That to the extent authorized by law the liens securing the taxes referenced in Section 2 above are hereby released.

SECTION 5. That any and all proceeds for the resale of the properties listed on Exhibit A 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, Department DEV, Balance Sheet Account 0519.

SECTION 6. That upon receipt of the consideration, the City Controller is authorized to disburse proceeds of the resale of the properties listed on Exhibit A, in accordance with Chapter 34, Section 34.06 of the Property Tax Code, which calculations for disbursement shall be provided by the Director of Development Services, 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 5 above.

SECTION 7. That upon receipt of the consideration, the City Controller is authorized to disburse proceeds pursuant to Chapter 34, Section 34.06 of the Property Tax Code, which calculations for disbursement shall be provided by the Director of Development Services, 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 specified in Section 5 above.

SECTION 8. That any procedures required by Section 2-24 of the Dallas City Code that are not required by state law are hereby waived with respect to this conveyance.
SECTION 9. That this resolution shall take effect immediately from and after its passage in accordance with provisions of the City Charter of the City of Dallas, and is accordingly so resolved.

Approved As To Form:
THOMAS P. PERKINS, JR.,
City Attorney

By: [Signature]
Assistant City Attorney
## EXHIBIT A
### TAX-FORECLOSED (TF) AND SEIZURE WARRANT (SW) PROPERTY RESALES
#### August 22, 2007

<table>
<thead>
<tr>
<th>PARCEL NUMBER</th>
<th>STREET ADDRESS</th>
<th>TF/ SW</th>
<th>VACANT IMPROVED</th>
<th>OWNED BY TAXING ENTITIES*</th>
<th>DEED VOLUME PAGE</th>
<th>DMN DATES ADVERTISED</th>
<th># BIDS</th>
<th>BIDDER</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2718 Locust Lot 4, Block 9/6082 Southgate Addition No. 2</td>
<td>TF</td>
<td>I</td>
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<td>I</td>
<td>1,2,3</td>
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<td>7-8/9-07</td>
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<td>Birdwell Consulting Services, Inc.</td>
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<tr>
<td>3</td>
<td>2215 Stoneman Lot 16, Block A/1755 Irwin Addition</td>
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<tr>
<td>4</td>
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<td>TF</td>
<td>V</td>
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<td>200600450513</td>
<td>7-8/9-07</td>
<td>5</td>
<td>Sostenes Sanchez</td>
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<tr>
<td>5</td>
<td>5016 Beeman Lot 1, Block G/2137 and a 12 foot strip FR Lot 1, Block A/2207 Park View Annex Addition</td>
<td>TF</td>
<td>V</td>
<td>1,2,3</td>
<td>200509809397</td>
<td>7-8/9-07</td>
<td>5</td>
<td>JS Funding, LTD</td>
<td>$3,673.00</td>
</tr>
</tbody>
</table>

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*1=CITY, 2=DISD, 3=COUNTY, 4=STATE  All properties are located in the City of Dallas, Dallas County, Texas
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## EXHIBIT A

### TAX-FORECLOSED (TF) AND SEIZURE WARRANT (SW) PROPERTY RESALES

**August 22, 2007**

<table>
<thead>
<tr>
<th>PARCEL NUMBER</th>
<th>STREET ADDRESS</th>
<th>LEGAL DESCRIPTION</th>
<th>TF/SW</th>
<th>VACANT</th>
<th>IMPROVED</th>
<th>OWNED BY TAXING ENTITIES*</th>
<th>DEED VOLUME</th>
<th>DEED VOLUME PAGE</th>
<th>DMN DATES ADVERTISED</th>
<th># BIDS</th>
<th>BIDDER</th>
<th>BID AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>6</td>
<td>2726 Cleveland</td>
<td>Lot 6, Block 2/1118 Cleveland and Park Row</td>
<td>TF</td>
<td>V</td>
<td></td>
<td>1,2,3</td>
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<tr>
<td>7</td>
<td>4815 Cleveland</td>
<td>Lot 25, Block 8270 3.89 Acres, Old Carolina Plantation Subdivision</td>
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<td>1,2,3</td>
<td>200005101734</td>
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<td>Larry A. Reiter</td>
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<tr>
<td>8</td>
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<td>Lot 29, Block 12/5976 Wynnewood Park 3rd Installment</td>
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<td>7-8/9-07</td>
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<td>Samar Perry</td>
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<tr>
<td>9</td>
<td>7618 Kenwell</td>
<td>Lot 3, Block 1/4828 University Boulevard Terrace Addition</td>
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<td>1,2,3</td>
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<td>25</td>
<td>Doug Brower</td>
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<td>10</td>
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<td>Lot 16, Block B/7647 Central Avenue Addition</td>
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</table>

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## EXHIBIT A

### TAX-FORECLOSED (TF) AND SEIZURE WARRANT (SW) PROPERTY RESALES

**August 22, 2007**

<table>
<thead>
<tr>
<th>PARCEL NUMBER</th>
<th>STREET ADDRESS</th>
<th>TF/ SW</th>
<th>VACANT</th>
<th>IMPROVED</th>
<th>OWNED BY TAXING ENTITIES*</th>
<th>DEED VOLUME</th>
<th>DMN VOLUME</th>
<th>DATES ADVERTISED</th>
<th># BIDS</th>
<th>BIDDER</th>
<th>BID AMOUNT</th>
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<tbody>
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<td></td>
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<td>200600450514</td>
<td>7-8/9-07</td>
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<td>Bruce Heydarian</td>
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<td></td>
<td>Lot 10, Block I/8343 Mountain Lakes Estates Addn.</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>12</td>
<td>3021 Marjorie</td>
<td>TF</td>
<td>V</td>
<td></td>
<td>1,2,3</td>
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<td>Lot 4, Block D/5842 Ann Arbor Addition No. 3</td>
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</tr>
<tr>
<td>13</td>
<td>2419 Maryland</td>
<td>TF</td>
<td>V</td>
<td></td>
<td>1,2,3</td>
<td>200600357894</td>
<td>7-8/9-07</td>
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<td></td>
<td></td>
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<tr>
<td>14</td>
<td>5 Navy</td>
<td>TF</td>
<td>V</td>
<td></td>
<td>1,2,3</td>
<td>20070005543</td>
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<td>Tabernaculo deVida – Iglesia Pentecostal Unida Int'l, Inc.</td>
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<td>Lot 5, Block I/8343 Mountain Lakes Estate Addition</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>6546 Sebring</td>
<td>TF</td>
<td>V</td>
<td></td>
<td>1,2,3</td>
<td>200600307897</td>
<td>7-8/9-07</td>
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<td>Courtney Anderson</td>
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<tr>
<td></td>
<td>Lot 20, Block 4/8294 Bishop College Heights Addition No. 8</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

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**EXHIBIT A**

**TAX FORECLOSED (TF) AND SEIZURE WARRANT (SW) PROPERTY RESALES**

**August 22, 2007**

<table>
<thead>
<tr>
<th>PARCEL NUMBER</th>
<th>STREET ADDRESS</th>
<th>TF/SW</th>
<th>VACANT</th>
<th>IMPROVED</th>
<th>OWNED BY TAxING ENTITIES*</th>
<th>DEED VOLUME PAGE</th>
<th>DMN DATES ADVERTISED</th>
<th># BIDS</th>
<th>BIDDER</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>3337 Springview Lot 40, Block F/6088 Bonnie View Gardens Addition</td>
<td>TF</td>
<td>V</td>
<td>1,2,3</td>
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<td>17</td>
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<td>12</td>
<td>B.J.s Enterprizes</td>
<td>$19,360.00</td>
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**TOTAL:** $215,691.00

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KEY FOCUS AREA: Staff Accountability

AGENDA DATE: August 22, 2007

COUNCIL DISTRICT(S): 14

DEPARTMENT: Equipment & Building Services
Aviation

CMO: Jill A. Jordan, P.E., 670-5299
Ramon F. Miguez, P.E., 670-3308

MAPSCO: 34EA

SUBJECT

Authorize (1) an amendment to reduce the loan from All American Investment Group, LLC in the amount of ($2,550,073), from $5,303,061 to $2,752,988 to be repaid, plus interest, from electric and natural gas savings; (2) Supplemental Agreement No. 2 to the contract with Ameresco, Inc. for a reduction in the scope of work for the energy conservation related projects at Dallas Love Field, in the amount of ($2,550,073), from $5,303,061 to $2,752,988, and (3) reduction of performance assurance support services in the amount of ($379,956), from $410,063 to $30,107 to be repaid from electric and natural gas savings - Total reduction not to exceed ($2,930,029) - Financing: Loans from All American Investment Group, LLC ($2,550,073); Aviation Current Funds ($379,956)

BACKGROUND

On December 14, 2005, Resolution #05-3590 authorized Phase 2 of the Energy Services Contract with Ameresco, Inc. to perform energy conservation related projects at Dallas Love Field. The scope of work included three projects: (1) terminal building lighting upgrade; (2) parking garage lighting upgrade; and (3) heating ventilation and air conditioning (HVAC) systems upgrade. These three projects were to be financed through a loan from All American Investment Group, LLC and the loan was to be repaid plus interest from guaranteed energy savings, over an 11 year period.

In May of this year the Wright Amendment was revised. The revised agreement will result in significant modifications to the airport. It is unknown how the current proposed HVAC project will fit in the revised plan for Dallas Love Field. Proceeding with the original HVAC project scope will create a high degree of uncertainty for anticipated energy savings.
BACKGROUND (continued)

Both of the lighting upgrade projects are completed. This action will eliminate the construction phase and most of the equipment from the HVAC scope of work. The City will pay for the completed design services and retain 5 of the 22 planned air handling units to incorporate them into other terminal areas. The value of the decreased scope of work is $2,550,073. The original loan from All American Investment Group, LLC in the amount of $5,303,061 will be reduced to $2,752,988. The interest rate will remain at 3.54 percent.

The project included an additional $410,063 for performance assurance services over an eleven year period. This covered the Letter of Credit expense and annual measurement and verification services to guarantee the savings. Ameresco, Inc. is responsible for making the debt payment in the event the guaranteed energy savings is not realized. The Letter of Credit is used to guarantee that the loan is repaid in the event that Ameresco, Inc. defaults. This action will also reduce ($379,956) from the performance assurance services to an amount not to exceed $30,107. Measurement and verification of energy savings from the terminal building lighting upgrades and the parking garage lighting upgrades is calculated one time after installation. The energy savings from the lighting upgrades is fixed rather than variable, therefore, a one time verification is needed and annual verification is not needed. After a one time verification, all savings will be stipulated and the guarantee will end. The energy savings resulting from the lighting upgrades will exceed the annual loan payment for the lighting upgrades by $62,000 each year.

This project will still receive energy and demand reduction incentives from TXU Electric Delivery.

PRIOR ACTION/REVIEW COUNCIL, BOARDS, COMMISSIONS


Supplemental Agreement No. 1 Contract Amendment on December 14, 2005, by Resolution #05-3590.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction March 2006
Complete Construction September 2007
FISCAL INFORMATION

All American Investment Group, LLC - reduce ($2,550,073), from $5,303,061 to $2,752,988
Aviation Current Funds - reduce ($379,956), from $410,063 to $30,107

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Ameresco, Inc.

Hispanic Female 0 Hispanic Male 3
African American Female 4 African American Female 4
Other Female 2 Other Male 7
White Female 26 Other Male 106

OWNER(S)

Ameresco, Inc.

Tripathi Bhoopendra, President

MAP(S)

See attached.
GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize (1) an amendment to reduce the loan from All American Investment Group, LLC in the amount of ($2,550,073), from $5,303,061 to $2,752,988 to be repaid, plus interest, from electric and natural gas savings; (2) Supplemental Agreement No. 2 to the contract with Ameresco, Inc. for a reduction in the scope of work for the energy conservation related projects at Dallas Love Field, in the amount of ($2,550,073), from $5,303,061 to $2,752,988, and (3) reduction of performance assurance support services in the amount of ($379,956), from $410,063 to $30,107 to be repaid from electric and natural gas savings - Total reduction not to exceed ($2,930,029) - Financing: Loans from All American Investment Group, LLC ($2,550,073); Aviation Current Funds ($379,956)

Amersco Inc. is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation.

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

<table>
<thead>
<tr>
<th>Local contracts</th>
<th>This Action Amount</th>
<th>Revised Amount</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>($818,069.75)</td>
<td>$1,496,791.00</td>
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<tr>
<td>Non-local contracts</td>
<td>($2,027,929.25)</td>
<td>$1,256,197.00</td>
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</table>

TOTAL CONTRACT ($2,845,999.00) $2,752,988.00 100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<table>
<thead>
<tr>
<th>Local</th>
<th>Certification</th>
<th>Revised This Action</th>
<th>Revised Amount</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$0.00</td>
<td>($566,722.00)</td>
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<tr>
<td>Trevino Mechanical</td>
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<td>$145,447.00</td>
<td>$124,025.00</td>
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Total Minority - Local $145,447.00 ($1,336,640.00) 0.00%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

<table>
<thead>
<tr>
<th>Original Amount</th>
<th>Percent</th>
<th>This Action Amount</th>
<th>Action Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>African American</td>
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<td>10.03%</td>
<td>($566,722.00)</td>
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<tr>
<td>Hispanic American</td>
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<td>($748,496.00)</td>
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<tr>
<td>Asian American</td>
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<tr>
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<tr>
<td>WBE</td>
<td>$0.00</td>
<td>0.00%</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total $1,584,690.00 28.05% ($1,315,218.00) (18.26%)
WHEREAS, In 1997 House Bill 1273 of the State Legislation allows for Energy Services Contracts; and,

WHEREAS, on December 14, 2005, Resolution # 05-3590 authorized Phase 2 of the Energy Services Contract with Ameresco, Inc. to perform an energy audit and develop proposals for energy conservation related project at Dallas Love Field; and,

WHEREAS, the terms of the contract stipulate, per The Texas Local Government Code Section, 302, that the project financing must be repaid from realized annual energy savings, as identified and guaranteed in the contract; and,

WHEREAS, this project is be funded through a loan with All American Investment Group, LLC and then repaid with the guaranteed energy savings for a period of 11 years; and,

WHEREAS, the Wright Amendment has been revised and there is uncertainty related to the HVAC scope of this project, and,

WHEREAS, the City wants to amend the scope of the Energy Services Contract; and,

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to reduce the loan agreement with All American Investment Group, LLC, in the amount of ($2,550,073) from $5,303,061 to $2,752,988 for the funding of the energy related projects, upon approval as to form by the City Attorney of all loan documents required.

Section 2. That the City Manager is hereby authorized to execute Supplemental Agreement #2 to the contract with Ameresco, Inc. for the design and construction of energy conservation related projects at Dallas Love Field which reduces an amount not to exceed ($2,550,073) from $5,303,061 to $2,752,988; and for performance assurance support services, in a total reduction amount not to exceed ($379,956) from $410,063 to $30,107 after it has been approved as to form by the City Attorney.

Section 3. That the City Manager is hereby authorized to set aside funds from the annually appropriated Aviation Current Fund electric and natural gas budget, in an amount equal to the guaranteed savings in order to repay the loan and for performance assurances support services.
Section 4. That the City Controller is hereby authorized to disburse funds to repay the loan, in accordance with the terms and conditions of the loan agreement and make a reduction in an amount not to exceed ($2,550,073) from $5,303,061 to $2,752,988 plus interest from the electricity and natural gas energy savings, from:

Aviation Current Funds  
Fund 0130, Department AVI, Unit 7725  
Object 2140, Job # 04DC031  
Vendor # VS0000001946 in an amount not to exceed $3,215,400

Section 5. That the City Controller is hereby authorized to disburse funds for the Performance Assurance Support Services in accordance with the terms and conditions of Supplemental Agreement No. 2 from the electric and natural gas energy savings, and make a reduction of ($379,956) from $410,063 to $30,107; from:

Aviation Current Funds  
Fund 0130, Department AVI, Unit 7725  
Object # 2140, Job # 04DC031  
Vendor # 517033 in an amount not to exceed $30,107

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:  
Equipment and Building Services (Sheila Singleton) 6BN  
Office of Financial Services, 4FN  
City Attorney
SUBJECT

Authorize (1) acceptance of a mediation settlement agreement between the City of Dallas, Thos. S. Byrne Ltd. and Halff Associates, Inc. for wall repairs at the Latino Cultural Center, located at 2600 Live Oak Street; (2) the receipt and deposit of funds from Halff Associates, Inc. for their share of the mediated cost for the wall repairs in an amount not to exceed $85,000; and (3) an increase in appropriations in the amount of $85,000 in the Capital Projects Reimbursement Fund - Financing: Private Funds

BACKGROUND

The Latino Cultural Center was completed in July 2004. Halff Associates (Halff) was the architect of record and Thos. S. Byrne, Ltd. (Byrne) was the construction manager. The project included a building and decorative tower constructed with an exterior wall system of autoclave aerated concrete (AAC) panels attached to steel framing with a stucco exterior coating.

The building has experienced moisture penetration through and around the perimeter walls and tower AAC wall panel system with resulting water damage to some of the interior finishes; limited cracking of the stucco coating of the building, tower and screen walls; discoloration of the stucco; and peeling off of the stucco coating from the AAC panel walls at certain locations.

The City of Dallas, Halff and Byrne have reached a compromise that will settle all claims between them arising from or related to water intrusion through the AAC wall panel system and the performance of the exterior stucco coating system.
**BACKGROUND** (Continued)

The wall system repair that has been developed will maintain the signature design concepts of the City’s design architect Ricardo Legorreta while correcting deficiencies in design and/or construction of the project. Halff Associates will prepare detailed construction plans and specifications for the repair work and Byrne will perform the construction work.

Halff Associates will pay the City $85,000.00 for their allocated share of the cost for construction of the repairs. The City has agreed to participate in an amount not to exceed $15,000 in order to include enhancements to the original design in an effort to further minimize future deficiencies. Byrne and its subcontractors will pay all costs over $100,000.00, which are estimated to be approximately $200,000. A supplemental agreement for the City’s allocation for this work will be processed by administrative action.

This action will authorize (1) acceptance of a mediation settlement agreement between the City of Dallas, Thos. S. Byrne, Ltd. and Halff Associates, Inc. for wall repairs at the Latino Cultural Center, located at 2600 Live Oak Street; (2) the receipt and deposit of funds from Halff Associates for their share of the mediated cost for the wall repairs in the amount of $85,000; and (3) an increase in appropriations in the amount of $85,000 in the Capital Projects Reimbursement Fund.

**ESTIMATED SCHEDULE OF PROJECT**

- Began Design: June 2006
- Completed Design: November 2006
- Began Construction: April 2007
- Complete Construction: December 2007

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

This item has no prior action.

**FISCAL INFORMATION**

Private Funds - $85,000
OWNERS

Thos. S. Byrne, Ltd.
John Avila, President

Halff Associates, inc.
Martin Malloy, President

MAP
Attached.
WHEREAS, The Latino Cultural Center was completed in July 2004, with Halff Associates the architect of record and Thos. S. Byrne, Ltd. the construction manager; and,

WHEREAS, the project included a building and decorative tower constructed with an exterior wall system of autoclave aerated concrete (AAC) panels attached to steel framing with a stucco exterior coating and interior finishes of plaster, gypsum board or unfinished AAC panel and included screen walls constructed of a stucco clad AAC panel system; and,

WHEREAS, the building has experienced moisture penetration through and around the perimeter walls and tower AAC wall panel system with resulting water damage to some of the interior finishes, limited cracking of the stucco coating of the building, tower and screen walls, discoloration of stucco due to efflorescence, and delaminating of the stucco coating from the AAC panel walls at certain locations; and,

WHEREAS, the City of Dallas, Halff and Byrne have reached a compromise that will settle all claims between them arising from or related to water intrusion through and around the AAC wall panel system and the performance of the exterior stucco coating system and to provide comprehensive releases of past and future damages caused by or related to these conditions; and,

WHEREAS, the City has agreed to pay Halff $25,000.00 to prepare detailed construction plans and specifications necessary to implement the repairs and to perform construction administration tasks upon approval of the construction repair plans and specifications by the City, Halff and Byrne; and,

WHEREAS, Thos. S. Byrne, Ltd. shall perform the repair work for payment of an amount not to exceed $100,000; and,

WHEREAS, Halff Associates, Inc. will pay the City $85,000.00 to defray the cost for construction of the repairs; and,

WHEREAS, Thos. S. Byrne, Ltd. and its subcontractors shall pay the balance over $100,000.00 of the costs of performing the remedial construction work per the approved remedial construction plans and specifications; and,

WHEREAS, Halff's total contribution to the cost of such repairs per the approved plans and specifications shall be limited to $85,000.00 and the City's contribution (exclusive of Halff's payment) shall be $15,000.00.
WHEREAS, it is now necessary to authorize (1) acceptance of a mediation settlement agreement between the City of Dallas, Thos. S. Byrne, Ltd. and Halff Associates, Inc. for wall repairs at the Latino Cultural Center, located at 2600 Live Oak Street; (2) the receipt and deposit of funds from Halff Associates for their share of the mediated cost for the wall repairs in an amount not exceed $85,000; and (3) an increase in appropriations in the amount of $85,000 in the Capital Projects Reimbursement Funds.

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 the mediation settlement agreement between the City of Dallas, Thos. S. Byrne, Ltd., and Halff Associates, Inc. for wall repairs at the Latino Cultural Center.

Section 2. That the City Controller is hereby authorized to receive and deposit funds in an amount not to exceed $85,000 from the Halff Associates, Inc., in Fund 0556, Department PBW, Unit R918, Revenue Source 8428.

Section 3. That the City Manager is hereby authorized to increase appropriations in the Capital Projects Reimbursement Fund 0556, Department PBW, Unit R918, Object 4310 in an amount not to exceed $85,000.

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, Dell Cole, OCMC, Room 101
Public Works and Transportation, David Trevino, OCMC, Room 321
Office of Cultural Affairs
City Attorney
Office of Financial Services
KEY FOCUS AREA: Neighborhood Quality of Life

AGENDA DATE: August 22, 2007
COUNCIL DISTRICT(S): All
DEPARTMENT: Library
CMO: Charles W. Daniels, 670-3390
MAPSCO: N/A

SUBJECT
Authorize the acceptance of a grant from the Texas State Library for the continuation of interlibrary loan services for the period September 1, 2007 through August 31, 2008; and execution of the grant agreement - Not to exceed $360,438 $360,541 - Financing: Texas State Library and Archives Commission Grant Funds

BACKGROUND
The interlibrary loan program, funded by the Texas State Library, is in its 34th year of service. This grant to the Dallas Public Library provides for the continuation of services, including the processing and filling of interlibrary loan requests for library materials and information from designated libraries and for processing interlibrary loan requests originating with Dallas Public Library customers.

Acceptance of this grant will allow the library to offer interlibrary loan service and to continue participation in the Texas State Library's interlibrary loan program.

Notification of grant award from the Texas State Library is and will be in August each year. The term of this grant is from September 1, 2007 to August 31, 2008.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)
This item has no prior action.

FISCAL INFORMATION
$360,438 $360,541 - Texas State Library and Archives Commission Grant Funds
WHEREAS, the Texas State Library has awarded the City of Dallas, Municipal Library Department, funds for continuation of interlibrary loan services, including the processing of interlibrary loan requests for library materials and information; and

WHEREAS, it is recommended that the City Manager be authorized to accept the grant award in an amount not to exceed $360,438 $360,541 for the period September 1, 2007 through August 31, 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 accept and execute the grant agreement with the Texas State Library.

Section 2. That the City Manager be and is hereby authorized to establish appropriations in accordance with the grant agreement in Interlibrary Loan Fund F159, Department LIB, Unit 7792 in an amount not to exceed $360,438 $360,541.

Section 3. That the City Controller be and is hereby authorized to deposit grant funds into Fund F159, Department LIB, Unit 7792, Revenue Source 6516 in an amount not to exceed $360,438 $360,541.

Section 4. That the City Controller be and is hereby authorized to disburse funds from Fund F159, Department LIB, Unit 7792, in accordance with the grant agreement for interlibrary loan services.

Section 5. That the City Controller be and is hereby authorized to transfer an amount not to exceed $54,982 of the total grant amount from the Interlibrary Loan Fund F159, Department LIB, Unit 7792, Obj. Code 3651 to the General Fund 0001, Department BMS, Unit 1995, Revenue Source 9100 for indirect costs associated with the grant.

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.

c: Office of Financial Services, 4FN
Dallas Public Library-Director's Office
Dallas Public Library-Business Office
TEXAS STATE LIBRARY & ARCHIVES COMMISSION
INTERLIBRARY LOAN CENTER GRANT

Grant Number: 771-08004

I. CONTRACTING PARTIES
Grantor: Texas State Library and Archives Commission (TSLAC)
Grantee: City of Dallas, Dallas Public Library
1515 Young Street
Dallas, Texas 75201

II. TERM OF GRANT
September 1, 2007, to August 31, 2008 (SFY 2008)

III. STATEMENT OF SERVICES TO BE PERFORMED
Grant-funded activities shall provide services outlined in the approved Interlibrary Loan Center (ILL) grant application. Grant Funds must be used to meet TSLAC and federal goals. The Grantee must report information relating to best practices and performance outcomes. The Grantee will comply during the period of this contract and provide services as outlined within the approved grant application (ILL Center Grant for State FY08) as approved by the Grantor. The approved grant application submitted by Grantee becomes part of this contract by this reference.

A. Grantor will reimburse Grantee for expenses incurred in processing and filling ILL requests for library materials and information from public, academic, and special libraries and for processing ILL requests originating with the Grantee. Grantor will also reimburse Grantee for providing OCLC system use support to Texas Group selective user libraries in the Grantee’s service area.

B. Grantee will provide free ILL service according to the operating procedures set by Grantor.

C. Grantee will employ the following full-time equivalent (FTE) positions, whose work assignments are exclusively to provide ILL services:
   - 1 FTE Asst Manager
   - 1 FTE Library Associate
   - 1 FTE Office Assistant
   - 1 FTE Office Assistant
   - .75 FTE Page
   - .75 FTE Page
   - .75 FTE Page

D. Grantee will provide telephone line(s) directly into the ILL office, telephone extension to local library telephones, and permit the computer(s) to be connected without charge to access OCLC or other appropriate technology.

E. Grantee agrees to provide rapid and convenient access to its catalog of holdings and its circulation system for use without charge by the project staff.

F. The budget allocations are based on the following performance objectives:
   1. Fill 27,900 ILL requests from the Grantee’s resources.
   2. Process 90,500 ILL transactions.
   3. Maintain an average response time of 24 hours for ILL requests.
   4. Maintain a maximum turnaround time of 8 days for requests from the region filled by the Grantee.
   5. Maintain a maximum turnaround time of 15 days for requests referred to and filled by other libraries.
   6. Maintain contractual obligations with OCLC ILLiad for which funds have been provided for within grant budget.
   7. Maintain contractual obligations with TExpress for which funds have been provided for within the grant budget.
   8. Maintain contractual obligations with Ariel for which funds have been provided for within the grant budget.

G. Grantee will comply during the period of this contract with its approved ILL grant application.

H. Grantee agrees, upon written request of Grantor, to participate fully in any special study, survey, or other research and testing that is designed to evaluate or improve ILL policies, procedures, or management.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS
A. The total amount of the grant shall not exceed: $360,541

B. Source of funds:
   Federal Funds, CFDA # 45.310
   Institute of Museum and Library Services, State Library Program (IMLS)
   Federal Fiscal Year 2007
C. The Grantee must request payments from Grantor using the TSLAC Request for Funds Form (RFF) via the electronic TSLAC Grant Management System (GMS), located at https://gms.tsl.state.tx.us/. Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be paid to the Grantee provided Grantor has received a fully executed contract and Grantee has fulfilled all reporting requirements for current and preceding contracts.

D. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee’s normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees that provide documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.

E. Payments of advance funds will be disbursed by the first working day of the advance period provided the RFF Form is received by Grantor no later than the 14th of the previous month. Should excessive cash balances be maintained, Grantee may be required to use the reimbursement process. Grantor must receive final request for advance no later than July 15, 2008. Grantor must receive final request for reimbursement no later than October 15, 2008.

F. The Grantee may not obligate or encumber grant funds after August 31, 2008. All obligations and encumbrances must be liquidated or paid no later than October 15, 2008.

G. Interest earned in excess of $100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to Grantor with the Final Financial Status Report (FSR) per requirements in the Federal Grants Management Handbook. See Section VII. D. of this contract for FSR due dates. As part of the Section VII reporting requirements, the Grantee will regularly notify the Grantor of the amount of projected unexpended funds. The Grantor reserves the right to act as necessary to reduce these unexpended balances, including reducing the amount specified in Section IV.A.

H. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in Section 9 of the TSLAC FSR form.

I. Per the approved grant application, funds are authorized according to the following budget:

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$185,617</td>
</tr>
<tr>
<td>Fringe Benefit</td>
<td>$52,955</td>
</tr>
<tr>
<td>Travel</td>
<td>$600</td>
</tr>
<tr>
<td>Equipment/Property</td>
<td>$0</td>
</tr>
<tr>
<td>Supplies</td>
<td>$15,000</td>
</tr>
<tr>
<td>Contractual</td>
<td>$8,987</td>
</tr>
<tr>
<td>Other</td>
<td>$42,400</td>
</tr>
<tr>
<td>Total</td>
<td>$305,559</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$54,982</td>
</tr>
<tr>
<td>Total</td>
<td>$360,541</td>
</tr>
</tbody>
</table>

V. WRITTEN PRIOR APPROVALS FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must submit fiscal and/or programmatic changes for mid-year adjustment as requested by the ILL Program Administrator, via the electronic TSLAC GMS. Grantor must receive all budget amendment requests on or before May 30, 2008. Requests received after this date will be considered on a case-by-case basis, Grantee must receive an executed Contract Amendment from Grantor before obligating or expending grant funds under any of the following conditions.

A. Fiscal changes to the approved grant application must have an executed Contract Amendment under any of the following conditions:
1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant; and/or,
2. Transferring any funds into a budget cost category that currently equals zero ($0); and/or,
3. Changing the items listed in the approved budget categories if an item’s cost or features are substantially different from what the approved grant application specifies, or from an executed Contract Amendment.

B. Programmatic changes to the approved grant application must have an executed Contract Amendment under any of the following conditions:
1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives; and/or,
3. Changing key persons specified in the grant; ILL Managers are considered key personnel for the purpose of this section.
VI. EQUIPMENT AND PROPERTY REQUIREMENTS

A. Fiscal changes to items listed in the Equipment/Property budget category specified in Section IV. 1. of this contract require an executed Contract Amendment. This category includes equipment, furniture, library materials, etc., purchased wholly or in part with grant funds. The approved budget amount listed in Section IV.I plus any subsequently approved Contract Amendment, will be the total approved equipment expenditure amount. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).

B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between $500 and $1000.

C. The Grantee agrees to submit the TSLAC Equipment/Property Acquired Form electronically via the TSLAC GMS with the Final FSR, but no later than October 31, 2008, for all equipment/property purchased with grant funds during the FY08 grant year. This list must balance with the equipment/property purchased under the approved grant application and/or an executed Contract Amendment.

D. Grantee must furnish a statement to Grantor certifying the governing entity’s capitalization level with the approved grant application or with the first RFF submitted. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.

E. Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under a grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given federally- or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

VII. REPORTING REQUIREMENTS

The State Legislature has charged the Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of the Grantor, as outlined in the approved Grant Application. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to the Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

A. The Grantee agrees to submit ILL statistics to Grantor monthly. Grantee will maintain a record of each ILL request submitted to other libraries.

B. The Grantee agrees to submit turnaround time data records to Grantor within two weeks of the completion of the data records.

C. TSLAC has provided the OCLC ILL tool, ILLiad, to particular Grantees for the purpose of facilitating the ILL process. Grantees who have been provided this tool will provide quarterly narrative progress reports detailing steps taken to fully implement the use of OCLC's ILLiad ILL management software tool. The progress reports will be evaluated by Grantor to certify that Grantee has made reasonable efforts to collaborate in a timely fashion with Grantor to ensure efficient and effective implementation of the tool. Grantor is hosting the ILLiad server to benefit program participants, and timely implementation is required to achieve full benefits of the software application. The quarterly ILLiad reports are due on the same dates as the FSR schedule, as listed in Paragraph D of this Section.

D. The Grantee agrees to submit electronically the TSLAC Financial Status Report Form, located on the TSLAC GMS, for the grant funds under this contract no later than the due dates listed in the following schedule. Grantee should submit a Final FSR once all grant funds have been expended and all program requirements are accomplished. Grantee should mark the last required FSR as "Final" and not submit any subsequent FSR forms.

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 2008 - August 31, 2008</td>
<td>September 30, 2008</td>
</tr>
</tbody>
</table>

If necessary, a revised Final FSR must be submitted no later than October 31, 2008. Note: Grantee must contact the Grants Accountant listed in Section X of this contract in order to submit a revised FSR.

E. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state...
agency that provided the funding or a different period is specified in a program-specific audit guide. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.

VIII. GENERAL TERMS AND CONDITIONS

A. The Grantee will comply with the TexNet Center Policies Manual.

B. The Grantee will comply with the Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 2, Rule 2.211 regarding the ILL Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines.

C. The Grantee will comply with the following parts of the Governor’s Office of Budget and Planning, UGMS revised June 2004, located at: [http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS052004.doc](http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS052004.doc).

Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87)

Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)

Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)

D. For grants funded with federal funds, the Grantee will also comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/97), located at: [http://www.whitehouse.gov/omb/grants/grants_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html).

E. The Grantee will comply with the IMLS' 45 Code of Federal Regulations, Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (adapted from OMB Circular A-102).

F. All publicity relating to the grant award must include acknowledgement of the Institute of Museum and Library Services and Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the final ILL statistics.

G. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.

H. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for a minimum of five years after Close of Grant. Close of Grant is defined for this grant as the date Grantee submits to Grantor the Final FSR for the contract grant period.

I. The Grantee agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in Grantor's internal audit report of grant activities. Drafts of this procedural documentation will be submitted to Grantor by dates established mutually between Grantor and Grantee. Grantor will provide review and guidance to enable final versions to be approved on or before established deadlines.

IX. ENFORCEMENT

A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.

C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in that the termination takes effect.

D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

X. CONTACTS AT TSLAC
Questions or concerns about programmatic issues, budget and or program revisions and narrative reports should be directed to this grant’s Program Administrator:

TexNet Coordinator
Phone: 512-463-5406
Fax: 512-936-2306
E-mail: sbennett@tsl.state.tx.us

Questions or concerns about regulatory or financial issues should be directed to:

Manager, Accounting and Grants Department
Phone: 512-463-6626
Fax: 512-475-0185
E-mail: mmartin@tsl.state.tx.us

Questions relating to required Requests for Funds, Financial Status Reports, and Equipment/Property Acquired Report should be directed to:

Grants Accountant
Phone: 512-463-5472
Fax: 512-475-0185
E-mail: grants.accounting@tsl.state.tx.us

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW
A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.

B. This grant is subject to availability of funds.

XII. GRANT CERTIFICATIONS
A. Grantor certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code § 441.006, Title 13, Part 1, Chapter 2, Subchapter C, Division 2, Rule 2.211 regarding the ILL Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines, Texas Government Code § 441.135 Grants (Systems Act), P.L. 104-208, the Library Services and Technology Act (LSTA), the State Plan for the LSTA in Texas and UGMS.

B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.

C. The Grantee certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Grantee shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its
instructions. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.

D. Grantee has provided to Grantor the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Grantee agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of federal funds expended under this contract.

E. The Grantee certifies that no federal funds from this grant award will be made available for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet, unless the library has certified compliance with the applicable CIPA requirements. Should federal funds awarded as part of this grant be used to purchase computers for a public library, or public elementary or secondary school library that does not currently receive E-rate services, to be used to access the Internet or pay for the direct costs of accessing the Internet, Grantee will ensure Certification forms are received from all libraries receiving benefits of federal funds expended under this contract.

F. The Grantee certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).

G. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

1. A subgrantee must comply with Texas Government Code, Chapter 573, Vernon’s 1994, by ensuring that no officer, employee, or member of the applicant’s governing body or of the applicant’s contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

1. A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon’s 1994, unless otherwise expressly prohibited by law.

2. A subgrantee must comply with Texas Government Code, Chapter 551, Vernon’s 1994, that requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

3. A subgrantee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

4. Subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.

5. Subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §§276c and 18 U.S.C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

6. Subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §7321-29) that limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

7. Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

8. Subgrantees will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency’s (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
9. Subgrantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

10. Subgrantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), that prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

11. Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

12. Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

13. The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

14. Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

SIGNATURES

GRANTOR
Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date
Karen B. Drabek
Karen B. Drabek, Chief Fiscal Officer
8-10-07

Beverley Shirley, Library Resources Director
8/10/07

Susan Bennett, Program Administrator
8-10-09

GRANTEE
City of Dallas, Dallas Public Library

Signature (must be an official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date

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