AUGUST 27, 2008 CITY COUNCIL ADDENDUM
CERTIFICATION

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated August 27, 2008. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.

Mary K. Suhm
City Manager

Edward Scott
City Controller

8-22-08
Date

5/22/08
Date
ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, AUGUST 27, 2008
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TX 75201
9:00 A.M.

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 - 62

CONSENT ADDENDUM Items 1 - 16

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier than 9:30 a.m. Items 63 - 65

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m. Items 66 - 75
Addendum Item 17
ADDENDUM
CITY COUNCIL MEETING
AUGUST 27, 2008
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.

ADDITIONS:

CONSENT ADDENDUM

City Auditor’s Office

1. A resolution reappointing Craig Daniel Kinton as City Auditor for a two-year term, effective September 6, 2008 - $172,000 - Financing: Current Funds

Department of Development Services

2. An ordinance abandoning a portion of Watkins Street and a portion of a sanitary sewer easement to RHDFJ Partners, L.P., the abutting owner, containing a total of approximately 4,140 square feet of land located near its intersection with Flora Avenue, authorizing the quitclaim and providing for the dedication of approximately 4,103 square feet of land needed for street right-of-way - Revenue: $5,400 plus the $20 ordinance publication fee

3. An ordinance abandoning a portion of an alley to Good-Latimer, LP, the abutting owner, containing approximately 5,928 square feet of land located near the intersection of Swiss Avenue and Hawkins Street, and authorizing the quitclaim - Revenue: $201,552 plus the $20 ordinance publication fee

Economic Development

The Oak Cliff Foundation

4. * Authorize a modification to the loan agreement with The Oak Cliff Foundation to extend the project completion deadline from December 31, 2006 to September 30, 2009, for the renovation of the Texas Theatre project located at 231 West Jefferson Boulevard and all other matters relating thereto - Financing: No cost consideration to the City

5. * Authorize acquisition, from The Oak Cliff Foundation, including the exercise of the right of eminent domain, if such becomes necessary, of three tracts of unimproved land containing a total of approximately 19,876 square feet, located near the intersection of Sunset Avenue and Zang Boulevard for the Oak Cliff Multi-Cultural Center - $167,000 ($165,000 plus closing cost not to exceed $2,000) - Financing: 2003 Bond Funds
ADDENDUM
CITY COUNCIL MEETING
AUGUST 27, 2008

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Economic Development (Continued)

The Oak Cliff Foundation (Continued)

6.  * Authorize the City Manager to enter into a twenty-year license agreement with two ten-year renewal options with The Oak Cliff Foundation for the use of approximately 19,876 square feet of land for additional parking located near the intersection of Sunset Avenue and Zang Boulevard - Estimated Revenue: $46,548

Environmental & Health Services

7.  Authorize an amendment to the lease agreement with Rainer Metroplex Partners, L.P., formerly Crowe Texas Portfolio 1, L.P. for an additional 5 years, to include an additional area of approximately 530 square feet of space and improvements for a total of approximately 5,102 square feet of office space in the Meadow Park Central IV Building located at 10260 North Central Expressway, Suite 210, for the continued use as a Women, Infants and Children Program office for the period September 1, 2008 through August 31, 2013 - Not to exceed $433,670 - Financing: Department of State Health Services Grant Funds (subject to annual appropriations)

8.  Authorize a third amendment to the lease agreement with Carrollton Park II, L.P. to extend and amend the lease for an additional 86 months at the Carrollton Park II Shopping Center located at 1235 South Josey Lane, Suite 517-518, Carrollton, Texas for the continued use as a Women, Infants and Children Program office for the period August 1, 2010 through September 30, 2017 - Not to exceed $263,500 - Financing: Department of State Health Services Grant Funds (subject to annual appropriations)

Equipment & Building Services

9.  Authorize the City Manager to (1) accept the best and final Heat Rate Pricing offers for each of the three electricity groups from the four short-listed Retail Electric Providers: Constellation New Energy, Inc., Gexa Energy, L.P., Suez Energy Resources NA, Inc., and Texas General Land Office; (2) enter into three electric services contracts with the preferred Retail Electric Provider(s) for a period of either 12, 24, or 36 months under the advisement of the City's energy consultants; (3) lock prices for Group 1 based on the movement of the price of Natural Gas as traded on NYMEX and within the guidelines briefed to the Finance, Audit, and Accountability Committee on August 12, 2008; and (4) lock prices for Group 2 and Group 3 based on the price of Natural Gas as traded on NYMEX on the 5 trading days after entering into the contract - Total not to exceed $89,214,056 for 12-month contracts, $178,428,112 for 24-month contracts or $267,642,168 for 36-month contracts - Financing: Current Funds (subject to annual appropriations)
ADDENDUM
CITY COUNCIL MEETING
AUGUST 27, 2008

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Equipment & Building Services (Continued)

10. Authorize a professional services contract with IDA Engineering, Inc., to provide engineering and design services for chiller replacement at the Science Place 1 located at 1318 Second Avenue - $85,000 - Financing: 2007 Certificates of Obligation

Office of Financial Services

11. Authorize a resolution finding that the rate adjustments and tariffs presented in the “Interim Rate Adjustment Filing Calendar Year 2007” filed by Atmos Energy Corp. on May 23, 2008 have been withdrawn by virtue of Atmos Energy Corp’s August 1, 2008 Gas Reliability Infrastructure Program (GRIP) filing, denying the rate adjustments and tariffs that have been withdrawn and extending the City Council’s decision deadline for Atmos Energy Corp., Mid-Tex Division’s proposed new GRIP Interim Rate Adjustment, filed with the City on August 1, 2008, from September 30, 2008 to November 14, 2008 - Financing: No cost consideration to the City

12. An ordinance amending Ordinance No. 26957 (FY 2007-2008 Operating Budget Appropriation Ordinance) to make certain adjustments to fund appropriations for fiscal year 2007-08 for the maintenance and operation of various departments and activities and to authorize the City Manager to implement those adjustments - Financing: No cost consideration to the City

Trinity River Corridor Project

13. Authorize (1) acquisition of land known as portions of the Trinity Industrial Lead Corridor from the Union Pacific Railroad Company located adjacent to the northeast side of the east Trinity Levee extending northward from the Continental Viaduct extending to Mockingbird Lane, (2) payment of earnest money in the amount of $20,000; and (3) a Purchase and Sale Agreement with the Union Pacific Railroad Company - Total not to exceed $2,122,625 ($2,110,000 plus closing costs not to exceed $12,625) - Financing: 1998 Bond Funds

14. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, of six properties improved with single-family homes located near the intersection of Sylvan Avenue and Morris Street for the Oncor transition facility associated with the West Levee Norwood 345 kV transmission line and the Sylvan Avenue Bridge project (list attached) - Not to exceed $432,500 ($419,500, plus closing costs not to exceed $13,000) - Financing: 2006 Bond Funds
ADDENDUM
CITY COUNCIL MEETING
AUGUST 27, 2008

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Trinity River Corridor Project (Continued)

15. Authorize Supplemental Agreement No. 1 to the contract with Halff Associates, Inc. for additional design services needed to complete construction documents for the Santa Fe Trestle Trail project to include additional cultural resource investigation for the Standing Wave project - Not to exceed $334,745, from $1,116,282 to $1,451,027 - Financing: 1998 Bond Funds

16. Authorize Supplemental Agreement No. 2 to the contract with MESA Design Group for additional design services needed to prepare construction documents for phases 2 thru 4 for the Moore Park Gateway project, which includes parking lot expansion, amphitheater, landscaping and site furnishings - Not to exceed $294,195, from $302,105 to $596,300 - Financing: Private Funds

PUBLIC HEARINGS AND RELATED ACTIONS

Department of Development Services

ZONING CASES - CONSENT

17. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to the Tract 6A portion of Planned Development District No. 170 for Mixed Uses and an ordinance granting a Specific Use Permit for an Animal clinic without outside run, limited to boarding and grooming on the west line of Preston Road, south of Lloyd Drive

Recommendation of Staff and CPC: Approval of an amendment to the Tract 6A portion of Planned Development District No. 170, and approval of a Specific Use Permit for an Animal clinic without outside run, limited to boarding and grooming, for a three-year period with eligibility for automatic renewal for additional five-year periods, subject to a site plan and conditions

Z078-257(RB)
CORRECTION:

Aviation

5. Authorize (1) a twenty-year lease agreement with Southwest Airlines Company with the 20 years commencing as of beneficial occupancy of the new capital improvements, for approximately 5.89 acres of land at Dallas Love Field to be used primarily as a new air cargo facility, with an estimated annual rental revenue in the amount of $102,677 (estimated $2.4 million total revenue over the term of the lease at 2% growth annually) and has made a commitment of $10,000,000 to construct new capital improvements, and (2) an execution of a Donation Agreement with Southwest Airlines Company to provide for the acceptance of a donation of materials to be used for the construction of new capital improvements to replace facilities scheduled for demolition - 

DELETION:

Department of Development Services

ZONING CASES - INDIVIDUAL

69. A public hearing to receive comments regarding an application for and an ordinance granting a new subdistrict within Planned Development District No. 317, the Cedars Area Special Purpose District, and an ordinance granting a Specific Use Permit for a commercial engraving and etching facility on property zoned Subdistrict 2 within Planned Development District No. 317 on the east corner of Ervay Street and Hickory Street

Recommendation of Staff: Denial
Recommendation of CPC: Approval of a new subdistrict and approval of a Specific Use Permit for a 15-year period subject to a site plan and conditions Z078-203(JH)
### Oncor Transition Facility/Sylvan Avenue Bridge Project
#### Addendum Item #14

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<tr>
<th>Tract No.</th>
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<th>Address</th>
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<td>1.</td>
<td>Hector Perez and Esther Perez</td>
<td>3414 Sylvan Avenue</td>
<td>6,058 sf</td>
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</table>
An ordinance amending Ordinance No. 26957 (FY 2007-2008 Operating Budget Appropriation Ordinance) to make certain adjustments to fund appropriations for fiscal year 2007-08 for the maintenance and operation of various departments and activities and to authorize the City Manager to implement those adjustments.

Authorize acquisition of land known as portions of the Trinity Industrial Lead Corridor from the Union Pacific Railroad Company located adjacent to the northeast side of the east Trinity Levee extending northward from the Continental Viaduct extending to Mockingbird Lane; payment of earnest money; and a Purchase and Sale Agreement with the Union Pacific Railroad Company.

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, of six properties improved with single-family homes located near the intersection of Sylvan Avenue and Morris Street for the Oncor transition facility associated with the West Levee Norwood 345 kV transmission line and the Sylvan Avenue Bridge project.

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<td>$2,122,625.00</td>
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<td>NA</td>
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**TOTAL** $270,956,038.00
SUBJECT

A resolution reappointing Craig Daniel Kinton as City Auditor for a two-year term, effective September 6, 2008 – $172,000 - Financing: Current Funds

BACKGROUND

The Dallas City Charter creates the Office of the City Auditor, establishing a two-year term of office and until a successor is chosen and qualified. The Charter stipulates that the City Auditor shall be appointed by the City Council after being nominated in accordance with nomination procedures established by ordinance.

The nominating procedure ordinance is codified in the Dallas City Code, Section 2-17.2 - Selection of City Auditor; Nominating Commission. The ordinance stipulates that the City Council appoint a nominating commission before the end of each term of the City Auditor. The ordinance further stipulates that the Finance, Audit & Accountability Committee may act as a nominating commission to nominate the incumbent City Auditor for reappointment by the full City Council.

The position of City Auditor became vacant effective October 14, 2004. City Council appointed members to the City Auditor Nominating Commission who met in accordance with Chapter IX, Section 1 of the City Charter and Section 2-17.2 of the Dallas City Code for the purpose of nominating a candidate for the Office of City Auditor. The City Auditor Nominating Commission nominated Craig Daniel Kinton for the position of City Auditor on June 7, 2006.

On June 14, 2006, by Resolution No. 06-1626, the City Council appointed Craig Daniel Kinton as City Auditor for the City of Dallas for a two-year term and established his annual base salary of $160,000.
PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized appointment of the City Auditor Nominating Commission on August 24, 2005, by Resolution No. 05-2503.

City Auditor Nominating Commission nominated Craig Daniel Kinton for appointment as City Auditor on June 7, 2006.

Briefed to the City Council in Closed Session on June 7, 2006.

City Council authorized the appointment of Craig Daniel Kinton as the City Auditor for a two-year term effective September 6, 2006, and expiring on September 5, 2008, on June 14, 2006, by Resolution No. 06-1626.

City Council conducted its annual performance review of City Auditor Craig Daniel Kinton and recommended a pay increase from $160,000.00 to $172,000, on November 5, 2007, by Resolution No. 07-3498.

City Auditor nominating process briefed to the Finance, Audit & Accountability Committee on August 12, 2008. Motion made by Councilmember Jerry Allen that the Finance, Audit & Accountability Committee serve as the nominating commission for the purpose of nominating the incumbent City Auditor, Craig Daniel Kinton, for reappointment by the full City Council to a two-year term to commence beginning September 6, 2008. The motion was passed unanimously.

FISCAL INFORMATION

Current Funds - $172,000.00
WHEREAS, on August 24, 2005, the City Council approved Resolution No. 05-2503, appointing the City Auditor Nominating Commission for the purpose of nominating one or more candidates for City Auditor in accordance with Section 2-17.2 of the Dallas City Code; and

WHEREAS, on June 7, 2006, the City Auditor Nominating Commission nominated Craig Daniel Kinton for appointment as Dallas City Auditor; and

WHEREAS, on June 14, 2006, by Resolution No. 06-1626, the City Council appointed Craig Daniel Kinton as City Auditor for the City of Dallas for a two-year term and established his annual base salary of $160,000; and

WHEREAS, on November 5, 2007, the City Council conducted its annual performance review of the City Auditor and recommended an increase in pay from $160,000 to $172,000; and

WHEREAS, on August 12, 2008, the City Council's Finance, Audit & Accountability Committee unanimously voted to serve as the nominating commission for the purpose of nominating the incumbent City Auditor, Craig Daniel Kinton, CPA for reappointment by the full City Council to a two-year term to commence beginning September 6, 2008.

NOW THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That Craig Daniel Kinton is hereby reappointed as City Auditor for the City of Dallas for a two-year term, effective September 6, 2008.

Section 2. That Craig Daniel Kinton's annual salary remains at $172,000.

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

Distribution:

Human Resources - David Etheridge - 6AS
City Manager - Mary Suhm - 4EN
Chief Financial Officer - Dave Cook - 4DN
Mayor and City Council
KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: August 27, 2008

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 45G

SUBJECT

An ordinance abandoning a portion of Watkins Street and a portion of a sanitary sewer easement to RHDFJ Partners, L.P., the abutting owner, containing a total of approximately 4,140 square feet of land located near its intersection with Flora Avenue, authorizing the quitclaim and providing for the dedication of approximately 4,103 square feet of land needed for street right-of-way – Revenue: $5,400 plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of Watkins Street and a portion of a sanitary sewer easement to RHDFJ Partners, L.P., the abutting owner. The area will be included with the property of the abutting owner to construct a new apartment building. RHDFJ Partners, L.P. will dedicate approximately 4,103 square feet of land needed for street right-of-way. The abandonment fee is based on an independent appraisal.

Notices were sent to 24 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
OWNER

RHDFJ Partners, L.P.

RHDFJ Partners, GP LLC, General Partner
Bay Miltenberger, Manager

MAPS

Attached
ORDINANCE NO. ____________

An ordinance providing for the abandonment of portions of Watkins Street and a sanitary sewer easement located in and adjacent to City Block 595 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to RHDFJ Partners, L.P.; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the conveyance of needed land to the City of Dallas and the granting of new easements, as necessary; 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; providing a future effective date for this abandonment; 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 RHDFJ Partners, L.P., a Texas limited partnership, hereinafter referred to 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 street right-of-way and easement 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 is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned subject, however, to the conditions and future effective date hereinafter more fully set out.
SECTION 2. That for and in monetary consideration of the sum of FIVE THOUSAND FOUR HUNDRED AND NO/100 ($5,400.00) DOLLARS paid by GRANTEE, and the further consideration described in Sections 8, 9, and 10, the City of Dallas does by these presents FOREVER QUITCLAIM unto the said GRANTEE, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to those certain tracts or parcels of land hereinabove described in Exhibit A. TO HAVE AND TO HOLD all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said GRANTEE forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, GRANTEE accepts the terms, provisions, future effective date 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 as to Exhibit A- Tract I, 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, its 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 quitclaim.

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

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, GRANTEE shall record a final replat of the adjoining properties within one year after passage of this ordinance showing the fee simple dedication of not less than 4,103 square feet of needed street right-of-way in City Block 595. 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. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to record a final replat in accordance with the term of this section shall render this ordinance null and void, and of no further effect. Further, the final replat shall be recorded in the Deed Records of Dallas County, Texas before a certified copy of this ordinance shall be delivered to GRANTEE.
SECTION 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 effectiveness of the abandonments, close, barricade and/or place signs in the areas described in Exhibit A- Tract I, in accordance with detailed plans approved by the Director of Development Services. GRANTEE’s responsibility for keeping the areas described in Exhibit A- Tract I, closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by GRANTEE, its successors and assigns, to the satisfaction of the Director of Development Services.

SECTION 11. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to the sanitary sewer easement described in Exhibit A- Tract II, shall not become effective until and unless: (i) the existing installations and facilities are relocated, at GRANTEE’s expense, to the new easement to be provided by GRANTEE and acceptable to the Director of Development Services, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Development Services; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Development Services. All work shall be done at the sole cost of GRANTEE and to the satisfaction of the Director of Development Services.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which GRANTEE shall likewise pay, the filing of the final replat set forth in Section 9, the Director of Development Services, or designee: a) shall deliver to GRANTEE a certified copy of this ordinance, and b) 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 13. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

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

BY
Assistant City Attorney

THERESA O’DONNELL
Director of Development Services

BY
Interim Assistant Director

Passed____________________.
ABANDONMENT OF PART OF A
10 FOOT SANITARY SEWER EASEMENT
IN THE CITY OF DALLAS BLOCK 595
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 1,959 square foot, (0.04 acre), tract of land situated in the John Grigsby Survey, Abstract No. 495, in the City of Dallas, Dallas County, Texas, being part of Watkins Road, (10 foot right-of-way), conveyed to the City of Dallas, Texas by deed recorded in Volume 2511, Page 388 of the Deed Records of Dallas County, Texas, adjacent to a tract of land conveyed to RHDFJ Partners, L.P. by deed recorded in Instrument No. 20070349385 of the Official Public Records of Dallas County, Texas, and being part of a 10 foot sanitary sewer easement conveyed to the City of Dallas by Deed Recorded in Volume 2207, Page 248 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a 5/8 inch iron rod found in the Southeast right-of-way line of Flora Street, (variable width right-of-way), said point being the West corner of a tract of land conveyed to RHDFJ Partners L.P. by deed recorded in Instrument No. 20070349385 of the Official Public Records of Dallas County, Texas;

Thence North 44 Degrees 03 Minutes 41 Seconds East, along the Southeast right-of-way line of said Flora Street, a distance of 92.49 feet to a 5/8 inch iron rod found, said point being at the intersection of the Southeast right-of-way line of said Flora Street and the Southwest right-of-way line of said Watkins Road, same being a North corner of said RHDFJ Partners L.P. tract;

Thence South 45 Degrees 17 Minutes 48 Seconds East, along the Southwest right-of-way line of said Watkins Road, a distance of 9.12 feet to a point for corner and the POINT OF BEGINNING;

Thence North 44 Degrees 05 Minutes 44 Seconds East, a distance of 2.75 feet to a point for corner;

Thence North 44 Degrees 21 Minutes 25 Seconds East, a distance of 7.25 feet to a point for corner on the Northeast right-of-way line of said Watkins Road, same being in an interior Southwest line of said RHDFJ tract;

Thence South 45 Degrees 17 Minutes 48 Seconds East, along the Northeast right-of-way line of said Watkins Road and said interior Southwest line of RHDFJ tract, a distance of 195.84 feet to a point for corner;

Thence South 44 Degrees 03 Minutes 41 Seconds West, departing the Northeast right-of-way line of said Watkins Road, a distance of 10.00 feet to a point for corner in the Southwest right-of-way of said Watkins Road;

Thence North 45 Degrees 17 Minutes 48 Seconds West, along the Southwest right-of-way line of said Watkins Road, same being in an interior Northeast line of said RHDFJ tract, a distance of 195.88 feet to the POINT OF BEGINNING and containing 1,959 square feet or 0.04 acres of land.
ABANDONMENT OF PART OF A
10 FOOT SANITARY SEWER EASEMENT
IN THE CITY OF DALLAS BLOCK 595
CITY OF DALLAS, DALLAS COUNTY, TEXAS

LINE TABLE

<table>
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<tr>
<th>LINE</th>
<th>BEARING</th>
<th>LENGTH</th>
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</thead>
<tbody>
<tr>
<td>L1</td>
<td>S 45°17'48&quot; E</td>
<td>9.12'</td>
</tr>
<tr>
<td>L2</td>
<td>N 44°05'44&quot; E</td>
<td>2.75'</td>
</tr>
<tr>
<td>L3</td>
<td>N 44°21'25&quot; E</td>
<td>7.25'</td>
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</tbody>
</table>

LEGEND

10' SANITARY SEWER EASEMENT TO THE CITY OF DALLAS
VOL. 2207, PG. 248

RHDfJ PARTNERS L.P.
INSTRUMENT NO. 20070349385
O.P.R.D.C.T.

SCALE: 1" = 30'

GENERAL NOTES:
1) BEARINGS ARE BASED ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO RHDfJ PARTNERS, L.P. BY DEED RECORDED IN INSTRUMENT NO. 20070349385 OF THE OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. (N 44°03'41" E)

REVIEWED BY

BRYAN CONNALLY
R.P.L.S. NO. 5513
DATE: 08/12/08

DOUG CONNALLY & ASSOCIATES, INC.
ENGINEERING • PLANNING • SURVEYING
11545 Pagemill Road • Suite 200 • Dallas, Texas 75243
P 214.349.9485 • F 214.349.2216
www.doagfw.com

DRAWN BY: EDDIE
ABANDONMENT OF PART OF WATKINS ROAD
IN THE CITY OF DALLAS BLOCK 595
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 1,999 square foot, (0.05 acre), tract of land situated in the John Grigsby Survey,
Abstract No. 495, in the City of Dallas, Dallas County, Texas, being part of Watkins Road, (10
foot right-of-way), conveyed to the City of Dallas, Texas by deed recorded in Volume 2511,
Page 388 of the Deed Records of Dallas County, Texas, adjacent to a tract of land conveyed to
RHDFJ Partners, L.P. by deed recorded in Instrument No. 20070349385 of the Official Public
Records of Dallas County, Texas, and being more particularly described by metes and bounds as
follows:

Commencing at a 5/8 inch iron rod found in the Southeast right-of-way line of Flora Street,
(variable width right-of-way), said point being the West corner of a tract of land conveyed to
RHDFJ Partners L.P. by deed recorded in Instrument No. 20070349385 of the Official Public
Records of Dallas County, Texas;

Thence North 44 Degrees 03 Minutes 41 Seconds East, along the Southeast right-of-way line of
said Flora Street, a distance of 92.49 feet to a 5/8 inch iron rod found, said point being at
the intersection of the Southeast right-of-way line of said Flora Street and the Southwest
right-of-way line of said Watkins Road, same being a North corner of said RHDFJ Partners L.P.
tract;

Thence South 45 Degrees 17 Minutes 48 Seconds East, along the Southwest right-of-way line of
said Watkins Road, a distance of 9.12 feet to a point for corner and the POINT OF BEGINNING;

Thence North 44 Degrees 05 Minutes 44 Seconds East, a distance of 2.75 feet to a point for
corner;

Thence North 44 Degrees 21 Minutes 25 Seconds East, a distance of 7.25 feet to a point for
corner on the Northeast right-of-way line of said Watkins Road, same being in an interior
Southwest line of said RHDFJ tract;

Thence South 45 Degrees 17 Minutes 48 Seconds East, along the Northeast right-of-way line of
said Watkins Road and said interior Southwest line of RHDFJ tract, a distance of 199.84 feet to
a point for corner at the East corner of said Watkins Road and an interior ell corner of said
RHDFJ tract;

Thence South 44 Degrees 03 Minutes 41 Seconds West, along the Southeast right-of-way line of
said Watkins Road, same being in an interior Northwest line of said RHDFJ tract, a distance of
10.00 feet to a point for corner at the South corner of said Watkins Road and an interior ell corner of said
RHDFJ tract;

Thence North 45 Degrees 17 Minutes 48 Seconds West, along the Southwest right-of-way line of
said Watkins Road, same being in an interior Northeast line of said RHDFJ tract, a distance of
199.88 feet to the POINT OF BEGINNING and containing 1,999 square feet or 0.05 acres of land.

GENERAL NOTES:

1) BEARINGS ARE BASED ON THE NORTHWEST
LINE OF A TRACT OF LAND CONVEYED TO RHDFJ
PARTNERS, L.P. BY DEED RECORDED IN
INSTRUMENT NO. 20070349385 OF THE OFFICIAL
PUBLIC RECORDS, DALLAS COUNTY, TEXAS.
(N 44°05'41" E)
ABANDONMENT OF PART OF WATKINS ROAD
IN THE CITY OF DALLAS BLOCK 595
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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10' SANITARY SEWER ESMT
TO THE CITY OF DALLAS
VOL. 2207, PG. 248

RHDFJ PARTNERS L.P.
INSTRUMENT NO. 20070349385
O.P.R.D.C.T.

BLOCK 595

SCALE: 1" = 30'

GENERAL NOTES:
1) BEARINGS ARE BASED ON THE NORTHWEST LINE
OF A TRACT OF LAND CONVEYED TO RHDFJ
PARTNERS, L.P. BY DEED RECORDED IN INSTRUMENT
NO. 20070349385 OF THE OFFICIAL PUBLIC RECORDS,
DALLAS COUNTY, TEXAS. (N 44°03'41" E)

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BRYAN CONNALLY
R.P.L.S. NO. 5513
DATE: 08/12/08

REVIEWED BY

BRYAN CONNALLY
R.P.L.S. NO. 5513
DATE: 08/12/08

JOB NO. 0706642-5A
DRAWN BY: EDDIE
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)
SUBJECT
An ordinance abandoning a portion of an alley to Good-Latimer, LP, the abutting owner, containing approximately 5,928 square feet of land located near the intersection of Swiss Avenue and Hawkins Street, and authorizing the quitclaim – Revenue: $201,552 plus the $20 ordinance publication fee

BACKGROUND
This item authorizes the abandonment of a portion of an alley to Good-Latimer, LP, the abutting owner, containing approximately 5,928 square feet of land. The area will be included with the property of the abutting owner for the construction of a fence to better secure the area for existing tenants. The abandonment fee is based on an independent appraisal.

Notices were sent to 118 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: $201,552 plus the $20 ordinance publication fee
OWNER

Good-Latimer, LP

GMR, Inc., General Partner
George M. Reeves, President

MAPS

Attached
Area to be abandoned
ORDINANCE NO. ____________

An ordinance providing for the abandonment of a portion of an alley located adjacent to City Block 323 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Good-Latimer, LP; 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; providing for the waiver of certain provisions of the Dallas Development Code; and providing an effective date for this ordinance.

oooo0000

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Good-Latimer, LP, a Texas limited partnership, hereinafter referred to as GRANTEE, deems it advisable to abandon and quitclaim the hereinafter described tract of land to GRANTEE, and is of the opinion that, subject to the terms and conditions herein provided, said portion of alley is not needed for public use, and same should be abandoned and quitclaimed to GRANTEE, as hereinafter stated; and

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

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

SECTION 1. That those certain provisions of Section 51A-8.507(b) of the Dallas Development Code regarding dead-end alleys, to the extent not required by state law or City Charter, are hereby waived with respect to this ordinance.

SECTION 2. That the tract 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 3. That for and in monetary consideration of the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED FIFTY-TWO AND NO/100 ($201,552.00) DOLLARS paid by GRANTEE, and the further consideration described in Sections 9, 10, 11 and 12, 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 that certain tract or parcel of land hereinabove described in Exhibit A. TO HAVE AND TO HOLD all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said GRANTEE forever.

SECTION 4. That upon payment of the monetary consideration set forth in Section 3, GRANTEE accepts the terms, provisions, and conditions of this ordinance.

SECTION 5. That the City Controller is authorized to deposit the sum paid by GRANTEE pursuant to Section 3 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 6. 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 7. That the terms and conditions contained in this ordinance shall be binding upon GRANTEE, its successors and assigns.
SECTION 8. 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 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim to GRANTEE herein, GRANTEE, its successors and assigns, agree to indemnify, defend, release and hold the City of Dallas whole and harmless against any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the property described in Exhibit A by GRANTEE, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which GRANTEE, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. GRANTEE, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, “Hazardous Substance” means the following: (a) any “hazardous substances” under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any “chemical substance” under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended.
References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 10. 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 11. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, GRANTEE shall, immediately upon the passage of this ordinance, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Development Services. GRANTEE's responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by GRANTEE, its successors and assigns, to the satisfaction of the Director of Development Services.

SECTION 12. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, GRANTEE shall not work within DART's right-of-way without the presence of a DART escort or unless otherwise approved by the Operations of Control Center and no vehicles, equipment, and/or materials shall be stored or placed within the DART Light Rail Transit right-of-way.
SECTION 13. 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 3, 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, 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 14. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

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

THERESA O'DONNELL
Director of Development Services

BY Assistant City Attorney

Interim Assistant Director

Passed____________________.
EXHIBIT A

24 FOOT ALLEY ABANDONMENT
IN CITY OF DALLAS BLOCK 323

BEING a 5,928.00 square foot, (0.1361 acre), tract of land, situated in the John Grigsby Survey, Abstract No. 495 in the City of Dallas Block No. 323, Dallas County, Texas, same being part of a 24 foot alley by use and as shown on Good's Addition, an unrecorded addition in the City of Dallas, Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" set in concrete at the South corner of a remainder tract of land conveyed as First Tract to Good-Latimer, LP, a Texas limited partnership by deed recorded in Volume 2005014, Page 04794, Deed Records, Dallas County, Texas at the intersection of the Northeast right-of-way line of N. Hawkins Street, (50 foot right-of-way), with the Northwest line of a 24 foot alley;

THENCE North 45 degrees 19 minutes 38 seconds East, along the Southeast line of said First Tract, a distance of 247.00 feet to an "X" set in concrete;

THENCE South 44 degrees 40 minutes 22 seconds East, a distance of 24.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped DCA INC on the Northwest line of a remainder tract of land conveyed to Good-Latimer, LP, a Texas limited partnership by deed recorded in Volume 2005014, Page 04785, Deed Records, Dallas County, Texas;

THENCE South 45 degrees 19 minutes 38 seconds West, along the Northwest line of said Good-Latimer, LP, a Texas limited partnership tract recorded in Volume 2005014, Page 04785, Deed Records, Dallas County, Texas and along the Northwest line of a tract of land conveyed to Good-Latimer, LP, a Texas limited partnership by deed recorded in Volume 2005014, Page 04789, Deed Records, Dallas County, Texas and along the Northwest line of a tract of land conveyed as Second Tract to Good-Latimer, LP, a Texas limited partnership by deed recorded in Volume 2005014, Page 04794, Deed Records, Dallas County, Texas, a distance of 247.00 feet to a 5/8 inch iron rod found at the West corner of said Second Tract on aforementioned Northeast right-of-way line of N. Hawkins Street;

THENCE North 44 degrees 40 minutes 22 seconds West, along said Northeast right-of-way line of N. Hawkins Street, a distance of 24.00 feet to the POINT OF BEGINNING and containing 5,928.00 square feet or 0.1361 acres of land.

GENERAL NOTES:
1) BEARINGS ARE BASED ON THE NORTHWEST LINE OF SWISS AVENUE PER DEED RECORDED IN VOLUME 91056, PAGE 4693, DEED RECORDS, DALLAS COUNTY, TEXAS. (S 48°38'30" W)

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SHEET 1 OF 2
JOB NO. 0701934-1
ABANDONMENT
DRAWN BY: BOB
EXHIBIT A
24 FOOT ALLEY ABANDONMENT
IN CITY OF DALLAS BLOCK 323

GENERAL NOTES:
1) BEARINGS ARE BASED ON THE
NORTHWEST LINE OF SWISS AVENUE PER
DEED RECORDED IN VOLUME 91056,
PAGE 4693, DEED RECORDS, DALLAS
COUNTY, TEXAS. (S 48°38'30" W)

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REVIEWED BY

BRYAN CONNALLY
R.P.L.S. NO. 5513
DATE: APRIL 11, 2007
REVISED: JULY 30, 2008

SHEET 2 OF 2
JOB NO. 0701934-1
ABANDONMENT
DRAWN BY: BOB
EXHIBIT A
24 FOOT ALLEY ABANDONMENT
IN CITY OF DALLAS BLOCK 323

VICINITY MAP
NOT TO SCALE

MAPSCO PAGE 45-L & M

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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)
Authorize a modification to the loan agreement with The Oak Cliff Foundation to extend the project completion deadline from December 31, 2006 to September 30, 2009, for the renovation of the Texas Theatre project located at 231 West Jefferson Boulevard and all other matters relating thereto - Financing: No cost consideration to the City

BACKGROUND

The Oak Cliff Foundation was awarded $1.2 million in Section 108 and $400,000 in Community Development Block Grant (CDBG) funds for the acquisition, renovation and soft costs related to the Texas Theatre project. City Council Resolution No. 05-3602 extended the date for the completion of the renovations to December 31, 2006. This resolution will extend the completion date to September 30, 2009. The Texas Theatre is a historic landmark where Lee Harvey Oswald was captured after the assassination of President John F. Kennedy on November 23, 1963.

PRIOR ACTION/REVIEW(COUNCIL, BOARDS, COMMISSIONS)

On May 24, 2000, the City Council authorized an amendment to the Neighborhood Renaissance Partnership Program Section 108 contract to change the final date for the draw down of funds for expenditure from December 31, 2000 to June 30, 2001 to facilitate the completion of NRP projects by Resolution No. 00-1702.

On June 28, 2000, the City Council authorized a contract to loan $1,600,000 in Neighborhood Renaissance Section 108 Program funds to The Oak Cliff Foundation for land acquisition, site preparations, and professional services associated with the renovation of the Texas Theatre by Resolution No. 00-2148.
PRIOR ACTION/REVIEW(COUNCIL, BOARDS, COMMISSIONS) (continued)

On June 27, 2001, the City Council authorized an amendment to the Neighborhood Renaissance Partnership Program Section 108 contract to change the final date for the draw down of funds for expenditure from June 30, 2001 to December 31, 2001 by Resolution No. 01-2092.

On November 14, 2001, the City Council authorized an amendment to the Neighborhood Renaissance Partnership Program Section 108 contract to change the final date from the draw down of funds for expenditure from December 31, 2001 to December 31, 2002 by Resolution No. 01-3399.

On December 11, 2002, the City Council authorized an amendment to the Neighborhood Renaissance Partnership Program Section 108 contract to extend the deadline for the draw down of funds for expenditure of Section 108 Loan Guarantee funds and completion dates for construction of the project from December 31, 2002 to October 31, 2003 by Resolution No. 02-3534.

On May 12, 2004, the City Council authorized amendments to the Neighborhood Renaissance Partnership Program Section 108 contract to extend the deadlines for the draw down of funds for expenditure of all Section 108 Loan Guarantee funds and completion dates for the construction of the project from November 1, 2003 to June 30, 2005 by Resolution No. 04-1559.

On December 14, 2005, the City Council authorized a modification to the loan agreement with the Oak Cliff Foundation to extend the deadlines for the completion of renovations to the Texas Theatre funded by Section 108 Loan Guarantee funds from June 30, 2005 to December 31, 2006 and to enter into an agreement with The Oak Cliff Foundation (OCF) to use Economic Development Initiative in the amounts of $446,400 and $238,584 (EDI) funds for additional renovation costs related to the Texas Theatre project by Resolution No. 05-3602.

On August 4, 2008, a memo was submitted to the Economic Development Committee to extend the completion date for the renovation of the Texas Theatre project until September 30, 2009.

FISCAL INFORMATION

No cost consideration to the City

MAP

Attached.
WHEREAS, the Texas Theatre renovation project is a collaborative venture to renovate the 73 year old 12,000 square-foot Texas Theatre to create an aesthetically pleasing and historically significant facility to meet the needs of local artists and to provide performance art space; and

WHEREAS, the Texas Theatre, located at 231 W. Jefferson Boulevard, holds significant economic, cultural and social promise for the Oak Cliff and greater Dallas communities; promotes optimum utilization of local resources and talents; and will draw back to Dallas local artisans who have fled to the suburbs for adequate performance arts space; and

WHEREAS, on June 28, 2000, the City Council authorized a contract to loan $1,600,000 in Neighborhood Renaissance Section 108 Program funds to The Oak Cliff Foundation for land acquisition, site preparations, and professional services associated with the renovation of the Texas Theatre by Resolution No. 00-2148; and

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to the form by the City Attorney is hereby authorized to execute a modification to the loan agreement with The Oak Cliff Foundation to extend the project completion deadline from December 31, 2006 to September 30, 2009, for the renovation of the Texas Theatre project located at 231 West Jefferson Boulevard and all other matters relating thereto.

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

Distribution: Office of Economic Development – Tenna Kirk, 5CS
Office of Economic Development – Devika Prema, 2CN
Office of Economic Development – Francisco Carrillo, 5CS
Intergovernmental Services - Rocky Vaz, 2BN
Budget and Management Services - Richard Ngugi, 4FS
City Attorney's Office - Michael Bostic, 7DN
SUBJECT

Authorize acquisition, from The Oak Cliff Foundation, including the exercise of the right of eminent domain, if such becomes necessary, of three tracts of unimproved land containing a total of approximately 19,876 square feet, located near the intersection of Sunset Avenue and Zang Boulevard for the Oak Cliff Multi-Cultural Center - $167,000 ($165,000 plus closing cost not to exceed $2,000) – Financing: 2003 Bond Funds

BACKGROUND

This item authorizes the acquisition of three tracts of unimproved land from The Oak Cliff Foundation, containing a total of approximately 19,876 square feet, located near the intersection of Sunset Avenue and Zang Boulevard for the City of Dallas Oak Cliff Multi-Cultural Center. This property will be used for parking.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

2003 Bond Funds - $167,000 ($165,000 plus closing cost not to exceed $2,000)

OWNERS

The Oak Cliff Foundation

Monte Anderson, Chairman
Ninette McDonald, Treasurer
MAPS

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

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

"CITY": The City of Dallas.

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

"PROJECT": Oak Cliff Multi-Cultural Center

"PROPERTY INTEREST": Fee Simple

"OWNER": The Oak Cliff Foundation, provided, however, that the term “OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"OFFER AMOUNT": $ 165,000

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

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

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

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

SECTION 4. That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of 2003 Bond Fund No. 5R49, Department PBW, Unit R919, Activity CULF Program No. PB03R919, Encumbrance No. DEVR919PM40.
SECTION 5. That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

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

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

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

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

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

BY
Assistant City Attorney
Field Notes Describing Land to be Acquired in Block 48/3168 from
Joseph Lisotta Et Ux and Ben Lisotta

Being situated in the George L. Leonard Survey, Abstract Number 770, Dallas County, Texas, and being all of Lot 11, Block 48/3168 of Dallas Land and Loan Companies Addition to Oak Cliff Plat Number 2, an Addition to the City of Dallas as recorded in Volume 106, Page 230, 231, and 232, Map Records of Dallas County, and being all of Lot 11, Bock 48/3168, official City of Dallas Block Numbers, and being all of the property conveyed to Joseph Lisotta and wife, Ursula Lisotta by Warranty Deed dated October 9, 1940 and recorded in Volume 2233, Page 480, Deed Records, Dallas County, Texas and half interest in said Lot 11 being conveyed to Ben Lisotta by Warranty Deed dated May 5, 1942, and recorded in Volume 2354, Page 358, Deed Records, Dallas County, Texas, and containing approximately 6625 square feet of land, based on an on the ground survey to locate said Lot 11.

Subject to that portion of land currently being used as street right-of-way, based on an easement to the City of Dallas for street purposes, along the north side of said Lot 11, dated April 14, 1964 and recorded in Volume 305, Page 167 of said Deed Records, containing approximately 250 square feet of land as called for in said deed.

Approved as to form
Larry T. Billingsley R.P.L.S.
Chief City Surveyor

8-16-06
SUNSET (60' ROW) AVE.

<table>
<thead>
<tr>
<th>Lot</th>
<th>1</th>
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<th>8</th>
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<th>10</th>
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<tbody>
<tr>
<td>Area To Be Acquired</td>
<td>19,876 Square Feet</td>
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Lots #13,14,15

Scale: 1" = 50'
Subject

Authorize the City Manager to enter into a twenty-year license agreement with two ten-year renewal options with The Oak Cliff Foundation for the use of approximately 19,876 square feet of land for additional parking located near the intersection of Sunset Avenue and Zang Boulevard - Estimated Revenue: $46,548

Background

This item authorizes the City Manager to enter into a 20-year license agreement for the use of 19,876 square feet of land the City is purchasing from The Oak Cliff Foundation to provide parking for the City’s Oak Cliff Multi-Cultural Center. Through this license agreement, the area will provide additional shared-use parking to the patrons and employees of the Texas Theatre. The use of this area will not impede pedestrian or vehicular traffic. The initial first 5-year payment ($5,555) is being made at the closing of the sales transaction. The 5-year license fee (plus City’s 5-year prorated maintenance costs of $1,500) is due and payable on each succeeding 5th anniversary date of the closing date during the term of the license. The fees will be due and payable as follows:

- Years 1-5: $4,055 plus $1,500 for a total of $5,555
- Years 6-10: $8,110 plus $1,500 for a total of $9,610
- Years 11-15: $12,164 plus $1,500 for a total of $13,664
- Years 16-20: $16,219 plus $1,500 for a total of $17,719

On or before 60 days prior to the end of the primary term of the license, the City and The Oak Cliff Foundation shall negotiate an appropriate license fee for the option periods based on the fair market value of the license and City’s estimated maintenance costs regarding the property. In the event that an agreement as to the license fee/maintenance costs is not reached at that time, the City shall have the right to terminate the license.
BACKGROUND (continued)

The licensee will indemnify the City and carry general liability insurance naming the City as an additional insured.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Estimated Revenue: $46,548

OWNER

The Oak Cliff Foundation

Monte Anderson, Chairman
Ninette McDonald, Treasurer

MAPS

Attached
WHEREAS, The Oak Cliff Foundation, a Texas non-profit corporation, is the owner of three (3) tracts of real property located in City Block No. 48/3168 in the City of Dallas, County of Dallas, State of Texas; and

WHEREAS, the Property is being acquired by the City of Dallas to provide parking for the City’s Oak Cliff Multi-Cultural Center; and

WHEREAS, a License Agreement (Agreement) between the City of Dallas and The Oak Cliff Foundation will provide additional shared-use parking to the patrons and employees of the Texas Theatre; and

WHEREAS, the Agreement will be for a term of 20 years with two ten-year options, with the initial first 5-year payment being made at the closing of the sales transaction; and the subsequent 5-year payments due and payable in advance on each succeeding 5th anniversary date of the closing date during the term of the license. Now, Therefore,

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

SECTION 1. That the City Manager, or her designee, after approval as to form by the City Attorney, is authorized to execute the Agreement.

SECTION 2. That the terms of the Agreement are:

a. The license is granted for a term of 20 years with two ten-year options, unless sooner terminated according to other terms and provisions herein contained.

b. The Oak Cliff Foundation shall pay to the City of Dallas the following 5-year license fees (plus City’s 5-year prorated maintenance costs of $1,500) with the initial payment due on closing and the subsequent payments due and payable in advance on each succeeding 5th anniversary date of the closing date during the term of the license:

1. Years 1-5: $ 4,055 plus $1,500 for a total of $ 5,555
2. Years 6-10: $ 8,110 plus $1,500 for a total of $ 9,610
3. Years 11-15: $12,164 plus $1,500 for a total of $13,664
4. Years 16-20: $16,219 plus $1,500 for a total of $17,719
SECTION 3. That the City Controller be and is hereby authorized to receive and deposit all revenue from this agreement in Fund 0001, Department OCA, Unit 4888, Revenue Source 8200.

SECTION 4. That on or before 60 days before the end of the primary term of the license, City and The Oak Cliff Foundation shall negotiate appropriate license fees for the option periods that are based on the fair market value of the license and the City of Dallas' estimated maintenance costs regarding the Property. In the event that an agreement as to the license fee/maintenance costs is not reached at that time, the City of Dallas shall have the right to terminate the license.

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

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

BY Assistant City Attorney
SUBJECT

Authorize an amendment to the lease agreement with Rainer Metroplex Partners, L.P., formerly Crowe Texas Portfolio 1, L.P. for an additional 5 years, to include an additional area of approximately 530 square feet of space and improvements for a total of approximately 5,102 square feet of office space in the Meadow Park Central IV Building located at 10260 North Central Expressway, Suite 210, for the continued use as a Women, Infants and Children Program office for the period September 1, 2008 through August 31, 2013 - Not to exceed $433,670 - Financing: Department of State Health Services Grant Funds (subject to annual appropriations)

BACKGROUND

This item authorizes a five-year extension to the current lease agreement and an area of approximately 530 square feet, for a total of approximately 5,102 square feet of office space with Rainer Metroplex Partners, L.P. This amendment also provides for Rainer Metroplex Partners, L.P. to make certain leasehold improvements, repairs and refurbishments at its sole cost and expense to the lease premises.

The WIC program is a USDA program administered in Texas by the Department of State Health Services. The countywide program has been administered by the City of Dallas' Environmental and Health Services Department since 1974. The WIC program provides vouchers for nutritious food, nutrition education, breastfeeding promotion and support, referrals to health services, and immunizations. The program serves infants and children under age 5 and pregnant, postpartum and breastfeeding women.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a sixty-month lease agreement on May 13, 2003, by Resolution No. 03-1348.
FISCAL INFORMATION

$433,670 - Department of State Health Services Grant funds (subject to annual appropriations)

OWNERS

Rainer Metroplex Partners, L.P.

Rainer Metroplex GP, Inc., its General Partner

Kenneth Dunn, President

MAPS

Attached
WHEREAS, on May 14, 2003 the City Council of the City of Dallas approved Resolution No. 03-1348 authorizing the City Manager to execute a lease agreement dated May 29, 2003, (the “Lease”) between Crowe Texas Portfolio I, L.P., a Texas limited partnership, as lessor, and City of Dallas (“City”), as lessee, for approximately 4,572 square feet of office space located at 10260 North Central Expressway, Suite 210, Dallas, Dallas County, Texas (“Premises”) used by the Women, Infant and Children Program Services; and

WHEREAS, Rainer Metroplex Partners, L.P., a Texas limited partnership, (“Landlord”) has purchased the property on which the Premises are located and assumed the obligations of the lessor under the Lease; and

WHEREAS, the stated term of the Lease expired on June 30, 2008, and the City has continued in occupancy on a hold-over basis as a month-to-month tenant pursuant to Section XVII of the Lease and intends to continue as such until August 31, 2008; and

WHEREAS, it is the desire of both parties to renew, extend, modify and/or amend the Lease to (i) extend the term an additional five (5) year period; (ii) expand the size of the “Premises” leased by City to include an additional area of approximately 530 square feet of space, for a total of approximately 5,102 square feet space (iii) provide for the Landlord to make certain additional improvements at its sole cost and expense to the Expansion Space and (iv) provide for Landlord to make certain additional improvements, repairs and refurbishments at its sole cost and expense to the portion of the Premises, defined as such in the Lease Agreement, dated May 29, 2003;

NOW, THEREFORE;

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, be and is hereby authorized to execute a First Amendment to Lease Agreement between Rainer Metroplex Partners, L.P., a Texas limited partnership and the City of Dallas.

Section 2. That the special terms and conditions of the First Amendment to Lease Agreement are:

a. The term of the Lease is hereby extended for an additional five (5) years, beginning September 1, 2008 and ending August 31, 2013 provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.

b. The Landlord shall provide an additional 530 square feet of contiguous space (“Expansion Space”), finished-out to City’s satisfaction increasing the leased premises from 4,572 square feet to approximately 5,102 square feet on or before October 1, 2008.
c. The City shall initially pay the Monthly Rental amount listed below for the originally leased 4,572 square feet, during the Extension Term:

   September 1, 2008 through August 31, 2013 - $6,477.00 per month, $17.00 psf (subject to annual appropriations)

d. The monthly rental shall increase upon completion and acceptance of the improvements of the Expansion Space. The rental increase related to adding the Expansion Space to the leased premise shall be prorated by days beginning upon the completion and acceptance of the expansion improvements.

e. In the event the Expansion Space is delivered and the lease is not terminated by the City the rental rate subject to proration described above for the remainder of term shall be as specified herein below:

   *September 1, 2008 through August 31, 2013 - $7,227.83 per month, $17.00 psf (subject to annual appropriations)

f. The Landlord shall provide certain improvements and repairs (leasehold improvements and expansion improvements) to the leased premises as specified in the Amendment.

g. All other terms of the Lease not expressly amended hereby shall remain in full force and effect.

Section 3. That the City Controller be and is hereby authorized to draw warrants payable to Rainer Metroplex Partners, L.P. or its successors and assigns on the first day of each month in advance during the lease term, beginning September 1, 2008 up to the amounts specified below:

   September 1, 2008 through August 31, 2013 - $7,227.83 per month (subject to annual appropriations)

*Subject to adjustments in Section 2E
Section 4. That the payments will be charged as follows:

September 1, 2008 - August 31, 2009: Fund F209, Dept. EHS, Unit 1615, Object Code 3330, Encumbrance No. EHSLEASE677, Commodity Code 97145, Vendor No. 510039

September 1, 2009 - August 31, 2010: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 510039

September 1, 2010 - August 31, 2011: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 510039

September 1, 2011 - August 31, 2012: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 510039

September 1, 2012 - August 31, 2013: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 510039

Section 5. That the City Controller is hereby authorized to draw warrants payable to the respective telephone, security and communication companies upon receipt of a bill for charges throughout the lease term.

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

APPROVED AS TO FORM:
Thomas P. Perkins, Jr., City Attorney

By: Assistant City Attorney
SUBJECT

Authorize a third amendment to the lease agreement with Carrollton Park II, L.P. to extend and amend the lease for an additional 86 months at the Carrollton Park II Shopping Center located at 1235 South Josey Lane, Suite 517-518, Carrollton, Texas for the continued use as a Women, Infants and Children Program office for the period August 1, 2010 through September 30, 2017 - Not to exceed $263,500 - Financing: Department of State Health Services Grant Funds (subject to annual appropriations)

BACKGROUND

This item authorizes an eighty-six month extension to the current term of the lease agreement with Carrollton Park II, L.P. This amendment provides for the Carrollton Park II, L.P. to make certain leasehold improvements, repairs and refurbishments at its sole cost and expense to the lease premises.

The WIC program is a USDA program administered in Texas by the Department of State Health Services. The countywide program has been administered by the City of Dallas’ Environmental and Health Services Department since 1974. The WIC program provides vouchers for nutritious food, nutrition education, breastfeeding promotion and support, referrals to health services, and immunizations. The program serves infants and children under age 5 and pregnant, postpartum and breastfeeding women.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a second amendment to the lease agreement on June 11, 2003, by Resolution No. 03-1681.

Authorized a first amendment to the lease agreement on June 24, 1998, by Resolution No. 98-1858.
PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (Continued)

Authorized a lease agreement with First Asset Real Estate Equity Fund on June 23, 1983, by Resolution No. 93-2479.

FISCAL INFORMATION

$263,500 - Department of State Health Services Grant Funds (subject to annual appropriations)

OWNERS

Carrollton Park II, L.P.

Carrollton Park II GP, Inc., General Partner

Eric Brauss, President

MAPS

Attached
WHEREAS, on June 23, 1993, the City Council approved Resolution No. 93-2479 authorizing the City Manager to execute a lease agreement dated June 23, 1993 (the “Lease”) between First Asset Real Estate Equity Fund, a Minnesota pension fund, as Lessor, and the City of Dallas, (“City”), as Lessee, for approximately 3,000 square feet of office space, located in the Carrollton Park II Shopping Center at 1235 South Josey Lane, Suite 517-518 used by the Women, Infant and Children Program Services; and

WHEREAS, Carrollton Park II, L.P., a Texas limited partnership has purchased the property including the leased premises and assumed the lease as “Landlord”; and

WHEREAS, the Lease was amended by the First Amendment to the Lease Agreement dated August 15, 1998, extending the Term of the Lease to July 31, 2003; and

WHEREAS, the Lease was amended by the Second Amendment to Lease Agreement dated June 26, 2003, extending the Term of the Lease to July 31, 2010; and

WHEREAS, both parties desire to renew, extend, modify and/or amend the Lease, as previously amended, to extend the term for an additional eighty-six (86) month period and provide for the Landlord to make certain additional improvements, repairs and refurbishments of the premises at its sole cost and expense;

NOW, THEREFORE;

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute the Third Amendment to the Lease Agreement between Carrollton Park II, L.P., a Texas limited partnership and the City of Dallas.

Section 2. That the special terms and conditions of the Third Amendment to the Lease Agreement are:

   a. The Term of the Lease is hereby extended for an additional eighty-six (86) months, beginning August 1, 2010 and ending September 30, 2017, provided however, that City Landlord retain the right to terminate the Lease as provided herein.
b. Monthly Rental payments during the extended lease term shall be as follows:

- August 1, 2010 - July 31, 2012 $3,000.00 per month (subject to annual appropriations)
- August 1, 2012 - July 31, 2015 $3,062.50 per month (subject to annual appropriations)
- August 1, 2015 - September 30, 2017 $3,125.00 per month (subject to annual appropriations)

c. The Landlord shall provide certain improvements, repairs and refurbishments (leasehold improvements) to the leased premises as specified in the Amendment.

d. During the construction and renovation period, Landlord shall provide and relocate City to a suitable finished space in the Shopping Center, reasonably acceptable to City at no additional charge or cost to City, if City is required to discontinue services to its clients and/or vacate the leased space for a period longer than two (2) weeks to accommodate said construction and renovation.

e. All other terms of the Lease, as previously amended, not expressly amended hereby shall remain in full force and effect.

Section 3. That the City Controller is hereby authorized to draw warrants payable to Carrollton Park II, L. P. the first day of each month in advance during the extended lease term in the amounts specified below:

- August 1, 2010 - July 31, 2012 $3,000.00 per month (subject to annual appropriations)
- August 1, 2012 - July 31, 2015 $3,062.50 per month (subject to annual appropriations)
- August 1, 2015 - September 30, 2017 $3,125.00 per month (subject to annual appropriations)

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

August 1, 2010 - July 31, 2011: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 350069

August 1, 2011 - July 31, 2012: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 350069
Section 4. That the payments will be charged as follows: (Continued)

August 1, 2012 - July 31, 2013: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 350069

August 1, 2013 - July 31, 2014: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 350069

August 1, 2014 - July 31, 2015: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 350069

August 1, 2015 - July 31, 2016: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 350069

August 1, 2016 - July 31, 2017: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 350069

August 1, 2017 - September 30, 2017: Fund TBD, Dept. EHS, Unit TBD, Object Code 3330, Encumbrance No. TBD, Commodity Code 97145, Vendor No. 350069

Section 5. That the City Controller is hereby authorized to draw warrants payable to the respective utility and communication companies upon receipt of a bill for services or other applicable services throughout the term of the lease.

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

APPROVED AS TO FORM
Thomas P. Perkins, Jr., City Attorney

BY: Assistant City Attorney
KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: August 27, 2008

COUNCIL DISTRICT(S): All

DEPARTMENT: Equipment & Building Services
Business Development & Procurement Services

CMO: David O. Brown, 670-3390
Dave Cook, 670-7804

MAPSCO: City-wide

SUBJECT

Authorize the City Manager to (1) accept the best and final Heat Rate Pricing offers for each of the three electricity groups from the four short-listed Retail Electric Providers: Constellation New Energy, Inc., Gexa Energy, L.P., Suez Energy Resources NA, Inc., and Texas General Land Office; (2) enter into three electric services contracts with the preferred Retail Electric Provider(s) for a period of either 12, 24, or 36 months under the advisement of the City's energy consultants; (3) lock prices for Group 1 based on the movement of the price of Natural Gas as traded on NYMEX and within the guidelines briefed to the Finance, Audit, and Accountability Committee on August 12, 2008; and (4) lock prices for Group 2 and Group 3 based on the price of Natural Gas as traded on NYMEX on the 5 trading days after entering into the contract - Total not to exceed $89,214,056 for 12-month contracts, $178,428,112 for 24-month contracts or $267,642,168 for 36-month contracts - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

Parsons Brinckerhoff Americas, Inc., has been retained to assist in the development of a Citywide Energy Management Plan including the independent procurement of electricity. The City's electricity was previously contracted through participation in the Public Power Pool (P3) aggregation until Council opted out of the aggregation on April 26, 2006 which became effective December 31, 2007. In September 2007, the City performed an independent procurement of electricity with the assistance of Parsons Brinckerhoff Americas, Inc., for the period January 1, 2008 through December 31, 2008. Our current electricity contracts expire at the end of the current calendar year.
BACKGROUND (continued)

Although electricity is not subject to the normal purchasing procedures according to Texas State Law, specifications were written. All Commercial Retail Electric Providers registered in the State of Texas were notified of the Request for Proposals. Six Retail Electric Providers submitted proposals. At the recommendation of the consultants, the following four Retail Electric Providers have been determined to satisfactorily meet all of the criteria and are short-listed for further consideration: Constellation New Energy, Inc., Gexa Energy, L.P., Suez Energy Resources NA, Inc., and Texas General Land Office.

Due to the volatile nature of the energy market, the City’s typical procurement and approval processes are not utilized. Instead a process with greater flexibility is necessary including delegation of the process to the City Manager. This agenda item authorizes the City Manager to implement the electricity procurement process including accepting best and final offers from the four short-listed Retail Electric Providers, entering into contracts with the preferred Retail Electric Provider(s), and locking prices for electricity based on established guidelines. The contracts will become effective on January 1, 2009.

The term of the contract will be based on best and final offers received. Terms of 12-month, 24-month, and 36-month will be considered. Due to pending changes in the Texas market related to the implementation of Nodal pricing, it is unknown whether Retail Electric Providers will submit offers for longer term contracts.

There are a variety of electricity pricing offerings in the market. Our consultant recommends using a Heat Rate Formula [(Heat Rate x Gas Price) + Adder]. The Heat Rate stems from the power generator’s efficiency in converting fuel to electricity. Gas price is based on closing price of Natural Gas as traded on NYMEX and the Adder accounts for ancillary services, Retail Electric Provider profit, Renewable Energy Credits (40% of total load), Nodal pricing, and other costs associated with obtaining retail power service. The goal is to award a bid to a Retail Electric Provider(s) that provides the lowest overall cost and best value, based on the heat rates and adders offered, and the current Natural Gas Market. The variable in the formula is the cost of Natural Gas which is volatile and changes minute by minute.
BACKGROUND (continued)

The City’s electric accounts have been separated into three groups and three separate contracts will be entered. Group One consists of 84 Interval Data Recorder accounts which makes up about 77% of the City’s load. Each of the four short-listed Retail Electric Providers will provide best and final Heat Rate Pricing offers for 12-month, 24-month, and 36-month contract terms. A contract will be entered with the preferred Retail Electric Provider. The final price of electricity will be based on the Heat Rate Pricing and the price of Natural Gas as locked using the guidelines that were briefed to the Finance, Audit and Accountability Committee on August 12, 2008. The process includes: (1) separate the contract term into 4-month intervals, (2) establish the baseline price of Natural Gas for each of the 4-month intervals based on the closing price of Natural Gas on the day that the contract is entered, and (3) lock the price of Natural Gas as it moves from the baseline. Multiple locks will occur over several months and will hedge against fluctuations in the market. The guidelines to follow which will trigger locking the price of Natural Gas include: (1) locks for each 4-month period must occur at least 30 days prior to the start of that period, (2) upper and lower triggers are set at 15% increase and 30% decrease when more than 8 months away from the start of the 4-month period, (3) upper and lower triggers are set at 10% increase and 20% decrease when more than 4 months but less than 8 months away from the start of the 4-month period, and (4) upper and lower triggers are set at 5% increase and 10% decrease when less than 4 months away from the start of the 4-month period.

Group Two consists of 512 Demand Meter accounts and Group Three consists of 1,842 Non-Demand Meter and Unmetered accounts which make up about 11% and 12% of the City’s load respectively. Each of the four short-listed Retail Electric Providers will provide best and final Heat Rate Pricing offers for 12-month, 24-month, and 36-month contract terms. A contract will be entered with the preferred Retail Electric Provider(s). The final price of electricity will be based on the Heat Rate Pricing and the price of Natural Gas as traded on NYMEX on the 5 trading days after entering into the contract.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 12, 2008, City Finance, Audit, and Accountability Committee was briefed.

On March 26, 2008, City Council authorized a professional services contract for the development of an energy management plan, by Resolution No. 08-0935.

FISCAL INFORMATION

$267,642,168 - Current Funds (subject to annual appropriations)
M/WBE INFORMATION

2086 - Vendors contacted  
2078 - No response  
 6 - Response (Bid)  
 2 - Response (No bid)  
 0 - Successful

2086 M/WBE and Non W/WBE vendors were contacted.

The recommended awardees are unknown at this time and the Good Faith Effort Plan adopted by Council Resolution No. #84-3501 as amended, will be reported to the Council after the best and final offers are received.

OWNER(S)

Constellation New Energy, Inc.
Louis J. Hutchinson, Vice President

Gexa Energy, L.P.
Mark Ianni, President

Suez Energy Resources NA, Inc.
Michael Sirat, President
Craig Sutter, Vice President
Jason Austin, Secretary
Cecilia Heilmann, Treasurer

Texas General Land Office
Larry L. Laine, Deputy Land Commissioner
GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize the City Manager to (1) accept the best and final Heat Rate Pricing offers for each of the three electricity groups from the four short-listed Retail Electric Providers: Constellation New Energy, Inc., Gexa Energy, L.P., Suez Energy Resources NA, Inc., and Texas General Land Office; (2) enter into three electric services contracts with the preferred Retail Electric Provider(s) for a period of either 12, 24, or 36 months under the advisement of the City’s energy consultants; (3) lock prices for Group 1 based on the movement of the price of Natural Gas as traded on NYMEX and within the guidelines briefed to the Finance, Audit, and Accountability Committee on August 12, 2008; and (4) lock prices for Group 2 and Group 3 based on the price of Natural Gas as traded on NYMEX on the 5 trading days after entering into the contract - Total not to exceed $89,214,056 for 12-month contracts, $178,428,112 for 24-month contracts or $267,642,168 for 36-month contracts - Financing: Current Funds (subject to annual appropriations)

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

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

<table>
<thead>
<tr>
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<th>Amount</th>
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<tbody>
<tr>
<td>Total local contracts</td>
<td>$267,642,168.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>Total non-local contracts</td>
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<td>0.00%</td>
</tr>
<tr>
<td>TOTAL CONTRACT</td>
<td>$267,642,168.00</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors
None

Non-Local Contractors / Sub-Contractors
None

TOTAL M/WBE CONTRACT PARTICIPATION

<table>
<thead>
<tr>
<th></th>
<th>Local</th>
<th>Percent</th>
<th>Local &amp; Non-Local</th>
<th>Percent</th>
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<tbody>
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<tr>
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<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE</td>
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<tr>
<td>Total</td>
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<td>0.00%</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>
WHEREAS, the State of Texas has deregulated electricity and established the Texas Electric Choice Act; and,

WHEREAS, the City’s current electric services contracts expire on December 31, 2008; and,

WHEREAS, the price of electricity is based primarily on the price of Natural Gas which is very volatile and trades as a commodity on NYMEX; and,

WHEREAS, entering into electric services contract(s) beyond December 31, 2008 and locking prices will allow the City to avoid market fluctuations for the term of the new contracts; and,

WHEREAS, Parsons Brinckerhoff Americas, Inc. serves as the City’s energy consultants and has recommended a flexible procurement process; and,

WHEREAS, for purposes of this procurement process, the City's electric accounts have been divided into three groups, Group 1 consists of Interval Data Recorder accounts, Group 2 consists of Demand Meter accounts and Group 3 consists of Non-Demand Meter and Unmetered accounts; and,

WHEREAS, six Retail Electric Providers responded to the City’s Request for Proposal and four have been determined to have satisfactorily met all of the criteria and been short-listed for further consideration;

Now, Therefore,

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

Section 1. That the City Manager is authorized to accept the best and final Heat Rate Pricing offers for each of the three electricity groups from the four short-listed Retail Electric Providers: Constellation New Energy, Inc.; Gexa Energy, L.P.; Suez Energy Resources NA, Inc.; or Texas General Land Office;

Section 2. That the City Manager is authorized to enter into an electric services contract for each of the three groups of accounts with the preferred Retail Electric Provider whose offer is determined to be most advantageous to the City for that group, for a period of either 12, 24, or 36 months, pursuant to advice from the City’s energy consultants;
Section 3. That the City Manager is authorized to lock prices for Group 1 based on the movement of the price of Natural Gas as traded on NYMEX and pursuant to the following process and guidelines:

(1) separate the contract term into 4-month intervals, (2) establish the baseline price of Natural Gas for each of the 4-month intervals based on the closing price of Natural Gas on the day that the contract is entered, and (3) lock the price of Natural Gas as it moves from the baseline. Multiple locks will occur over several months and will hedge against fluctuations in the market. The guidelines to follow which will trigger locking the price of Natural Gas include: (1) locks for each 4-month period must occur at least 30 days prior to the start of that period, (2) upper and lower triggers are set at 15% increase and 30% decrease when more than 8 months away from the start of the 4-month period, (3) upper and lower triggers are set at 10% increase and 20% decrease when more than 4 months but less than 8 months away from the start of the 4-month period, and (4) upper and lower triggers are set at 5% increase and 10% decrease when less than 4 months away from the start of the 4-month period.

Section 4. That the City Manager is authorized to lock prices for Group 2 and Group 3 based on the price of Natural Gas as traded on NYMEX on the 5 trading days after entering into the contract;

Section 5. That the City Controller is hereby authorized to disburse funds, subject to annual appropriation of funding by the City Council, from the following appropriation, in an amount not to exceed:

- Current Funds EBS
- Fund 0001, Department EBS, Unit 3069, Obj. 2140 in an amount not to exceed:
  - $89,214,056 for 12-month contracts
  - $178,428,112 for 24-month contracts
  - $267,642,168 for 36-month contracts

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
KEY FOCUS AREA: Better Cultural, Arts and Recreational Amenities

AGENDA DATE: August 27, 2008

COUNCIL DISTRICT(S): 7

DEPARTMENT: Equipment & Building Services

CMO: David O. Brown, 670-3390

MAPSCO: 46K

SUBJECT

Authorize a professional services contract with IDA Engineering, Inc., to provide engineering and design services for chiller replacement at the Science Place 1 located at 1318 Second Avenue - $85,000 - Financing: 2007 Certificates of Obligation

BACKGROUND

The Science Place 1 has absorption chillers which are in need of replacement due to their age and condition. IDA Engineering, Inc. will review options related to replacement of these chillers which could include either electric centrifugal chillers that would be extended to serve the entire building chilled water system, or absorption or electric chillers to replace only the Science Place 1 portion of the building. An evaluation will be performed by IDA Engineering, Inc., to evaluate the economics and payback analysis to determine the best option and approach.

The consulting firm was selected following a qualifications-based selection process in accordance with the City of Dallas Administrative Directive 4-5. This action will authorize IDA Engineering, Inc., to produce the construction documents necessary to replace the Science Place 1 Heating, ventilation and air conditioning system.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This action has no prior action.

ESTIMATED SCHEDULE OF PROJECT

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completion Date</th>
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</thead>
<tbody>
<tr>
<td>Design and Analysis Completed</td>
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</tr>
<tr>
<td>Construction Award</td>
<td>December 2008</td>
</tr>
<tr>
<td>Begin Construction</td>
<td>February 2009</td>
</tr>
<tr>
<td>Complete Construction</td>
<td>June 2009</td>
</tr>
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</table>
**FISCAL INFORMATION**

2007 Certificates of Obligation - $85,000

**M/WBE INFORMATION**

See attached.

**ETHNIC COMPOSITION**

IDA Engineering, Inc.

<table>
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<tr>
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<tbody>
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<td>White Female</td>
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</tbody>
</table>

**OWNER**

IDA Engineering, Inc.

Jeff Jafazade, P.E., MBA, President

**MAP**

See attached.
GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize a professional services contract with IDA Engineering, Inc., to provide engineering and design services for chiller replacement at the Science Place 1 located at 1318 Second Avenue - $85,000 - Financing: 2007 Certificates of Obligation

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

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

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</table>

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

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<th>Certification</th>
<th>Amount</th>
<th>Percent</th>
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<tr>
<td>TOTAL Minority - Local</td>
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Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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<td>Total</td>
<td>$85,000.00</td>
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</tr>
</tbody>
</table>
WHEREAS, a Request for Qualifications was advertised and eight Mechanical Electrical and Plumbing Engineering firms responded, and;

WHEREAS, IDA Engineering, Inc., a professional services consulting firm, was selected as the most responsive for this particular project, in accordance with Administrative Directive 4-5, and;

WHEREAS, after review by EBS, four consultants were selected to submit proposals, and;

WHEREAS, the selected consultants were sent a Request for Proposal to submit qualifications for this project, and;

WHEREAS, this project is necessary to prevent potential closure of operations, and;

WHEREAS, the City of Dallas desires to proceed with awarding a design contract.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to enter into a professional services contract with IDA Engineering, Inc., to provide engineering and design services for chiller replacement at the Science Place 1 in an amount not to exceed $85,000, this being the most qualified firm.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

2007 Certificates of Obligation
Fund 0563, Department EBS, Unit P385
Object 3070, CT#EBS0P385CT37
Vendor No. 257586 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: Equipment and Building Services, 6BN
Office of Financial Services, 4FN
City Attorney
KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: August 27, 2008

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Office of Financial Services

CMO: Dave Cook, 670-7804

MAPSCO: N/A

SUBJECT

Authorize a resolution finding that the rate adjustments and tariffs presented in the “Interim Rate Adjustment Filing Calendar Year 2007” filed by Atmos Energy Corp. on May 23, 2008 have been withdrawn by virtue of Atmos Energy Corp’s August 1, 2008 Gas Reliability Infrastructure Program (GRIP) filing, denying the rate adjustments and tariffs that have been withdrawn and extending the City Council’s decision deadline for Atmos Energy Corp., Mid-Tex Division’s proposed new GRIP Interim Rate Adjustment, filed with the City on August 1, 2008, from September 30, 2008 to November 14, 2008 - Financing: No cost consideration to the City

BACKGROUND

Atmos Energy Corp. (formerly known as TXU Gas Distribution Company) provides natural gas utility service in Dallas in accordance with City franchise Ordinance No. 16240, as amended, and the Texas Gas Utilities Regulatory Act (GURA). Texas Utilities Code, §104.301, enacted by Senate Bill 1271, 78th Legislature (2003), Regular Session, as implemented by new Railroad Commission (“RRC”) Rules, establishes an incentive for gas utilities to invest in new infrastructure. The amendment and new rule allow a gas utility to file a tariff or rate schedule reflecting an adjustment to its base rates to recover the cost of new investment in its infrastructure made since the Commission's most recent order setting rates. Through the GRIP interim rate adjustment, a utility may immediately recover its return on investment, depreciation expense, and related taxes without having to wait for the results of a formal gas rate case. Costs included are return on investment, depreciation expense, and certain taxes.

Atmos filed for its GRIP rate adjustment on May 23, 2008. Under Texas Utilities Code, §104.301 this rate adjustment automatically goes into effect 60 days after the date of filing (July 22, 2008) unless the City Council extends the decision deadline by official action. Pursuant to the Utilities Code, the City suspended the effective date of these tariffs for an additional 45 days (September 5, 2008).
BACKGROUND (Continued)

Texas Utilities Code §104.301(d) requires that the calculation of return on investment, depreciation, and incremental federal income tax factors must be same as the factors reflected in the final order establishing the utility’s latest effective rates. Further, Texas Utilities Code §104.301(a) requires the adjustment to be allocated among the gas utility’s customer classes in the same manner as the cost of service was allocated in the Utility’s latest rate case.

On June 24, 2008 the Railroad Commission of Texas issued a final Order in GUD 9762 setting new rates to be charged by Atmos in the City of Dallas. In setting rates to be charged in Dallas, the Railroad Commission of Texas established new return on investment, depreciation and incremental federal income tax factors as well as a new allocation of costs to the utility’s customer classes.

Atmos Energy Corporation, on August 1, 2008 made a GRIP filing with the City of Dallas reflecting the customer class allocation, return on investment, depreciation, and incremental income tax factors arising out of the Railroad Commission’s final Order dated June 24, 2008. In this filing, Atmos Energy Corporation asked the City to not consider the factors for customer class allocation, return on investment, depreciation and tax factors, in its original May 23, 2008 filing.

Although all of the factors used to calculate rates changed between the two GRIP filings they are based on the same investments in utility plant. The August 1, 2008 GRIP filing constitutes a new filing which supersedes the May 23, 2008 GRIP filing. Atmos has asked the City to not consider the factors in its May 23, 2008 filing and based on this request it is appropriate that the rates requested in that filing be denied.

Pursuant to Texas Utilities Code §104.301(a) the City of Dallas as regulatory Authority may suspend implementation of a tariff for up to 45 days after the proposed effective date. This additional time is necessary to allow staff adequate time to review the filing and make recommendations on appropriate actions.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 25, 2008, City Council extended the decision deadline, by Resolution No. 08-1805.

FISCAL INFORMATION

No cost consideration to the City.
WHEREAS, Atmos Energy Corp., Mid-Tex Division (formerly TXU Gas Distribution Company) provides natural gas utility service within the City of Dallas in accordance with Ordinance No. 16240, as amended; and

WHEREAS, on May 23, 2008, Atmos Energy Corp., Mid-Tex Division (Atmos) filed with the City Secretary an “Interim Rate Adjustment Filing Calendar Year 2007” for the Company’s Distribution System; and

WHEREAS, proposed rate adjustments become effective sixty (60) days from the date of filing, in accordance with Texas Utilities Code, §104.301, unless proposed rate adjustments are suspended by the regulatory authority; and

WHEREAS, it is desirable that the filing be thoroughly investigated prior to approval or other appropriate action; and

WHEREAS, Texas Utilities Code §104.301(d) requires that the calculation of return on investment, depreciation, and incremental federal income tax factors must be the same as the factors reflected in the final order establishing the utility’s latest effective rates; and

WHEREAS, Texas Utilities Code §104.301(a) requires the adjustment to be allocated among the gas utility’s customer classes in the same manner as the cost of service was allocated in the Utility’s latest rate case; and

WHEREAS, Atmos Energy Corporation, on August 1, 2008 made a filing with the City of Dallas reflecting the customer class allocation, return on investment, depreciation, and incremental income tax factors arising out of the Railroad Commission’s final Order dated June 24, 2008; and

WHEREAS, Atmos Energy Corporation has asked the City to not consider the factors for customer class allocation, return on investment, depreciation and tax factors, in its original May 23, 2008 filing; and

WHEREAS, the City Council Finds that the effect of the August 1, 2008 filing is a withdrawal of Atmos Energy Corporation’s May 23, 2008 filing and a new filing; and

WHEREAS, Texas Utilities Code §104.301(a) requires that the filing be made at least 60 days prior to an implementation date; and

WHEREAS, the earliest effective date of Atmos Energy Corporation from an August 1, 2008 filing would be September 30, 2008; and
WHEREAS, pursuant to Texas Utilities Code §104.301(a) the City of Dallas as regulatory Authority may suspend implementation of a tariff for up to 45 days after the proposed effective date.

Now, Therefore

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

Section 1. That the rate adjustments and tariffs presented in the “Interim Rate Adjustment Filing Calendar Year 2007” filed by Atmos Energy Corp. on May 23, 2008, are found to have been withdrawn, by virtue of the August 1, 2008 filing which uses different factors and different amount of investment

Section 2. That the rate adjustments and tariffs presented in the “Interim Rate Adjustment Filing Calendar Year 2007” filed by Atmos Energy Corp. on May 23, 2008, which have been withdrawn by Atmos Energy Corp. are denied.

Section 3. That the Proposed Tariffs contained in Atmos Energy Corporation’s August 1, 2008 GRIP filing are suspended until November 14, 2008, or 45 days beyond the effective date that may be filed by Atmos energy Corporation, whichever is later.

Section 4. That the City Attorney and City Manager be and are hereby authorized to make such investigations and take such actions as may be necessary and appropriate to insure that the interests of the City of Dallas and the Dallas customers of Atmos Energy Corp. are properly protected.

Section 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the City Charter of the City of Dallas, and it is accordingly so resolved.
SUBJECT
An ordinance amending Ordinance No. 26957 (FY 2007-2008 Operating Budget Appropriation Ordinance) to make certain adjustments to fund appropriations for fiscal year 2007-08 for the maintenance and operation of various departments and activities and to authorize the City Manager to implement those adjustments – Financing: No cost consideration to the City

BACKGROUND
On September 26, 2007, the City Council passed Ordinance No. 26957, which adopted the operating budget appropriation ordinance for fiscal year 2007-2008. Management has closely monitored revenues and expenses throughout the fiscal year and adjusted spending to ensure there are revenues (or available fund balance) to cover projected costs. In order to avoid exceeding authorized appropriations, increases to budgets are needed in various departments that are forecast to be exceeded.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)
Council approved the FY 2007-08 operating budget appropriation ordinance on September 26, 2007, by Resolution No. 07-2834 and Ordinance No. 26957.

Finance, Audit and Accountability Committee was briefed on August 12, 2008 and August 26, 2008.

FISCAL INFORMATION
No cost consideration to the City.
An ordinance amending Ordinance No. 26957 (2007-2008 FY Operating Budget Appropriation Ordinance) to make certain adjustments to fund appropriations for fiscal year 2007-08 for the maintenance and operation of various departments and activities and to authorize the city manager to implement those adjustments; providing a saving clause; and providing an effective date.

WHEREAS, on September 26, 2007, the city council passed Ordinance No. 26957, which adopted the operating budget appropriation ordinance for fiscal year 2007-2008; and

WHEREAS, shortages and excesses in various department and activity appropriations have created a need to adjust those appropriations; and

WHEREAS, the city council is authorized in accordance with Chapter XI, Section 4 of the Dallas City Charter to transfer an unencumbered balance of an appropriation made for the use of one department, division, or purpose to any other department, division, or purpose, upon the written recommendation of the city manager; and

WHEREAS, the city council is authorized in accordance with Chapter XI, Section 5 of the Dallas City Charter to appropriate, from time to time, excess revenues of the city to such uses as will not conflict with any uses for which such revenues specifically accrued; Now, therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:
SECTION 1. That the list entitled “Departments and Activities – Proposed 2007-08” contained in Section 1 of Ordinance No. 26957 (2007-2008 FY Operating Budget Appropriation Ordinance), passed by the city council on September 26, 2007, is amended by making adjustments to fund appropriations for fiscal year 2007-08 for the maintenance and operation of various departments and activities, to read as follows:

<table>
<thead>
<tr>
<th>DEPARTMENTS AND ACTIVITIES</th>
<th>PROPOSED 2007-08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Services</td>
<td>15,877,591 [15,783,932]</td>
</tr>
<tr>
<td>Business Development and Procurement Services</td>
<td>2,786,675 [2,754,630]</td>
</tr>
<tr>
<td>Central Appraisal Districts</td>
<td>2,592,153</td>
</tr>
<tr>
<td>City Attorney's Office</td>
<td>12,779,281</td>
</tr>
<tr>
<td>City Auditor's Office</td>
<td>2,892,717</td>
</tr>
<tr>
<td>City Manager's Office</td>
<td>2,686,482</td>
</tr>
<tr>
<td>City Secretary's Office</td>
<td>1,972,904</td>
</tr>
<tr>
<td>Civil Service</td>
<td>2,039,773</td>
</tr>
<tr>
<td>Code Compliance</td>
<td>27,959,920 [25,266,527]</td>
</tr>
<tr>
<td>Court and Detention Services</td>
<td>12,721,202 [12,541,690]</td>
</tr>
<tr>
<td>Dallas County Tax Collection</td>
<td>534,179</td>
</tr>
<tr>
<td>Development Services</td>
<td>1,302,332</td>
</tr>
<tr>
<td>Elections</td>
<td>94,642 [82,253]</td>
</tr>
<tr>
<td>Environmental and Health Services</td>
<td>19,520,489 [18,989,815]</td>
</tr>
<tr>
<td>Fire</td>
<td>192,134,100 [189,301,299]</td>
</tr>
<tr>
<td>Housing</td>
<td>1,545,271</td>
</tr>
<tr>
<td>Human Resources</td>
<td>6,425,099</td>
</tr>
<tr>
<td>Independent Audit</td>
<td>1,149,500</td>
</tr>
<tr>
<td>Jail Contract - Lew Sterrett</td>
<td>6,823,985</td>
</tr>
<tr>
<td>Judiciary</td>
<td>2,732,107 [2,548,808]</td>
</tr>
<tr>
<td>Library</td>
<td>32,460,771 [32,157,806]</td>
</tr>
<tr>
<td>Mayor and Council</td>
<td>3,511,506 [3,502,267]</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>21,457,324 [20,680,997]</td>
</tr>
<tr>
<td>Office of Cultural Affairs</td>
<td>15,332,688</td>
</tr>
<tr>
<td>Office of Economic Development</td>
<td>4,094,966</td>
</tr>
<tr>
<td>Office of Emergency Management</td>
<td>899,750</td>
</tr>
<tr>
<td>Office of Environmental Quality</td>
<td>1,694,726</td>
</tr>
<tr>
<td>Office of Financial Services</td>
<td>17,305,020</td>
</tr>
<tr>
<td>Park and Recreation</td>
<td>74,379,591 [73,074,373]</td>
</tr>
<tr>
<td>Police</td>
<td>402,843,307 [401,072,468]</td>
</tr>
<tr>
<td>Public Works and Transportation</td>
<td>28,810,954 [30,666,689]</td>
</tr>
<tr>
<td>Sanitation Services</td>
<td>73,593,984 [70,655,106]</td>
</tr>
</tbody>
</table>
Street Lighting 17,387,883 [16,944,500]
Street Services 39,302,316 [39,066,468]
Contingency Reserve 1,128,013
Liability Reserve/Claims Fund 1,817,534 [4,814,947]

**GENERAL FUND TOTAL** $1,052,590,735 [1,043,103,414]”

SECTION 2. That the list entitled “Enterprise/Internal Service/Other Funds – Proposed 2007-08” contained in Section 1 of Ordinance No. 26957 (2007-2008 FY Operating Budget Appropriation Ordinance), passed by the city council on September 26, 2007, is amended by making adjustments to fund appropriations for fiscal year 2007-08 for the maintenance and operation of various departments and activities, to read as follows:

<table>
<thead>
<tr>
<th>ENTERPRISE/INTERNAL SERVICE/OTHER FUNDS</th>
<th>PROPOSED 2007-08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviation</td>
<td>41,020,812 [38,634,084]</td>
</tr>
<tr>
<td>Communication and Information Services:</td>
<td></td>
</tr>
<tr>
<td>Information Technology</td>
<td>35,200,693 [34,468,558]</td>
</tr>
<tr>
<td>Radio Services</td>
<td>4,451,477 [4,206,339]</td>
</tr>
<tr>
<td>Convention and Event Services</td>
<td>69,798,283 [65,977,811]</td>
</tr>
<tr>
<td>Development Services</td>
<td>*26,992,747 [26,086,747]</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>809,839</td>
</tr>
<tr>
<td>Equipment Services</td>
<td>54,854,194 [45,599,988]</td>
</tr>
<tr>
<td>Express Business Center</td>
<td>4,649,214 [4,409,586]</td>
</tr>
<tr>
<td>Risk Management</td>
<td>2,556,140</td>
</tr>
<tr>
<td>Storm Water Drainage Management</td>
<td>29,937,860 [29,427,765]</td>
</tr>
<tr>
<td>Water Utilities</td>
<td>489,185,295</td>
</tr>
<tr>
<td>WRR - Municipal Radio</td>
<td>3,675,646</td>
</tr>
<tr>
<td>911 System Operations</td>
<td>14,586,996 [14,364,609]</td>
</tr>
</tbody>
</table>

**ENTERPRISE/INTERNAL SERVICE/OTHER FUNDS TOTAL** $777,719,196 [759,402,407]”

* **This change was previously approved by Resolution No. 08-1724.**

SECTION 3. That the city manager is hereby authorized, upon written notice to the city controller, to transfer funds to make the adjustments to appropriations set forth in this ordinance.
SECTION 4. That it is the intent of the city council, by passage of this ordinance, to appropriate the funds for the city departments and activities. No office or position is created by the appropriation.

SECTION 5. That Ordinance No. 26957 will remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. That this ordinance will take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By ________________________________
Assistant City Attorney

Passed ________________________________

LC/UC/0136U
SUBJECT

Authorize (1) acquisition of land known as portions of the Trinity Industrial Lead Corridor from the Union Pacific Railroad Company located adjacent to the northeast side of the east Trinity Levee extending northward from the Continental Viaduct extending to Mockingbird Lane, (2) payment of earnest money in the amount of $20,000; and (3) a Purchase and Sale Agreement with the Union Pacific Railroad Company – Total not to exceed $2,122,625 ($2,110,000 plus closing costs not to exceed $12,625) - Financing: 1998 Bond Funds

BACKGROUND

This item authorizes acquisition of portions of the Trinity Industrial Lead Corridor and execution of a Purchase and Sale Agreement with the Union Pacific Railroad Company. The property is located adjacent to the northeast side of the east Trinity Levee near the Continental Viaduct extending to Mockingbird Lane. The property is required for purposes directly related to the Trinity River Corridor Project, Trinity Parkway, as well as expansion of the Baker Pump Station.

Approval of the Purchase and Sale Agreement will allow the City a feasibility review period for the purpose of performing environmental site assessments, title research and survey. The Purchase and Sale Agreement provides the City with the option to terminate should it be determined that the property has limitations unacceptable to the City which may be revealed as a result of the environmental testing or title research. If the City terminates the Agreement all of the earnest money will be returned with the exception of $1,000, to be retained by the Union Pacific Railroad Company as independent consideration for entering into the Agreement. The consideration is supported by an independent appraisal. The Agreement also requires that the City close this transaction on or before December 19, 2008.

Union Pacific has recently removed the tracks, rail ties and all appurtenances, as well as the wooden trestle bridges from this portion of the Trinity Industrial Lead corridor. The ballast rock has been left in place and smoothed.
PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

1998 Bond Funds - $2,122,625 ($2,110,000, plus closing costs not to exceed $12,625)

OWNERS

Union Pacific Railroad Company, a Delaware corporation

James R. Young, President/CEO

MAPS

Attached
Union Pacific Industrial Lead Track Corridor Acquisition

Property To Be Acquired

MAPSCO Pages 43, 44
WHEREAS, Union Pacific Railroad Company, (“Owner”) is the owner of certain real property locally known as the Trinity Industrial Lead Corridor, located adjacent to the northeast side of the east Trinity Levee, generally extending northward from the Continental Viaduct to Mockingbird Lane (“Property”), the City is interested in acquiring portions of this property; and

WHEREAS, the Property is required for the Trinity River Corridor Project, Trinity Parkway and the Baker Pump Station; and

WHEREAS, the Property is currently unimproved; and

WHEREAS, Union Pacific Railroad Company and the City of Dallas (“City”) desire to enter into a Purchase and Sale Agreement (“Agreement”) to allow the City a feasibility review period to complete environmental site assessments, title research and survey;

Now, Therefore,

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

SECTION 1. That the City Manager, or her designee, after approval as to form by the City Attorney, is authorized to execute the Purchase and Sale Agreement for the acquisition of land known as the Trinity Industrial Lead Corridor, located adjacent to the northeast side of the east Trinity Levee extending northward from the Continental Viaduct extending to Mockingbird Lane.

SECTION 2. That the terms of the Agreement are as follows:

a. As consideration for the Agreement, the City shall pay $20,000 to the Owner, payable out of Trinity River Corridor Project Fund No. 5P14, Department PBW, Unit N965, Activity TRPP, Object 4210, Program PB98N965, Encumbrance Number PBW98N965L4; and

b. The earnest money is to be held in escrow in an interest-bearing account until settlement and credited toward the purchase price; and

c. The purchase price for the property is $2,110,000 (plus closing costs not to exceed $12,625) payable out of Trinity River Corridor Project Fund No. 5P14, Department PBW, Unit N965, Activity TRPP, Object 4210, Program PB98N965, Encumbrance Number PBW98N965L5; and

d. The City is to have possession of the property at closing and will pay any title expenses and closing costs related to the Property purchase.
SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

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

BY    Assistant City Attorney
SUBJECT

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, of six properties improved with single-family homes located near the intersection of Sylvan Avenue and Morris Street for the Oncor transition facility associated with the West Levee Norwood 345 kV transmission line and the Sylvan Avenue Bridge project (list attached) – Not to exceed $432,500 ($419,500, plus closing costs not to exceed $13,000) - Financing: 2006 Bond Funds

BACKGROUND

This item authorizes the acquisition of six properties improved with single-family homes located near the intersection of Sylvan Avenue and Morris Street. Portions of the properties are required for the Sylvan Avenue Bridge project and its planned connection to Canada Drive. The remaining land will be utilized for an underground to overhead transition facility associated with the West Levee Norwood 345 kV Transmission Line. The City of Dallas and Oncor Electric Delivery Company have worked closely over a period of several years to obtain approval of the locally preferred route for the new transmission line.

In June 2007, the Public Utility Commission of Texas (PUCT) approved the West Levee Norwood transmission line along the City’s locally preferred route using:

- Aerial structures along the median of Irving Boulevard, from approximately Regal Row to Sylvan Avenue; and
- Aerial structures across the Trinity River east (downstream) of the Sylvan Bridge to near the West Levee and Canada Drive; and
- Underground along the West Levee of the Trinity River (below Canada Drive) from near the Sylvan Bridge to the West Levee Switching Station.

A transition facility at this location, near the intersection of Sylvan Avenue and Morris Street, is necessary to provide a transition from the underground segment to overhead segment of the transmission line.
BACKGROUND (Continued)

The City and Oncor are coordinating the West Levee Norwood 345 kV Transmission Line project with the Sylvan Avenue Bridge project in an effort to avoid any potential conflicts. The remaining land acquired through this action, not required for the Sylvan Avenue Bridge project, will be conveyed to Oncor to be utilized for the transition facility.

Oncor will reimburse the City for all expenses incurred related to the acquisition of the property required for the transition facility upon conveyance of the properties to Oncor Electric Delivery Company. Oncor plans to begin construction of the underground segment of the transmission line in January, 2009 and the overhead segment in March, 2009. The entire transmission line is expected to be in service by December, 2009.

The consideration is based upon independent appraisals.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

2006 Bond Funds - $432,500 ($419,500, plus closing costs not to exceed $13,000)

OWNERS

Hector Perez and Esther Perez

Estate of Rail John Craighead

Juan Vilazquez and Marie Vilazquez

Plutarco Gonzalez, Runfina Huerto Gonzalez and Tobias Gonzalez

Juan Alberto Delgado and Rhonda Lynn Delgado

MAPS

Attached
<table>
<thead>
<tr>
<th>Tract No.</th>
<th>Property Owner</th>
<th>Address</th>
<th>Tract Size Sq. Ft.</th>
<th>Offer Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hector Perez and Esther Perez</td>
<td>3414 Sylvan Avenue</td>
<td>6,058 sf</td>
<td>$55,000 (plus closing costs, not to exceed $2,000)</td>
</tr>
<tr>
<td>2.</td>
<td>Hector Perez and Esther Perez</td>
<td>3418 Sylvan Avenue</td>
<td>6,058 sf</td>
<td>$109,000 (plus closing costs, not to exceed $2,500)</td>
</tr>
<tr>
<td>3.</td>
<td>Estate of Rail John Craighead</td>
<td>3415 Topeka Avenue</td>
<td>6,875 sf</td>
<td>$25,000 (plus closing costs, not to exceed $2,000)</td>
</tr>
<tr>
<td>4.</td>
<td>Juan Vilazquez and Marie Vilazquez</td>
<td>3421 Topeka Avenue</td>
<td>6,875 sf</td>
<td>$67,500 (plus closing costs, not to exceed $2,000)</td>
</tr>
<tr>
<td>5.</td>
<td>Plutarco Gonzalez, Rufina Huerto Gonzalez and Tobias Gonzalez</td>
<td>3425 Topeka Avenue</td>
<td>6,875 sf</td>
<td>$55,000 (plus closing costs, not to exceed $2,000)</td>
</tr>
<tr>
<td>6.</td>
<td>Juan Alberto Delgado and Rhonda Lynn Delgado</td>
<td>3429 Topeka Avenue</td>
<td>9,528 sf</td>
<td>$108,000 (plus closing costs, not to exceed $2,500)</td>
</tr>
</tbody>
</table>
A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR A MUNICIPAL PURPOSE AND PUBLIC USE.

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

"CITY": The City of Dallas.

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

“PROJECT”: Oncor Transition Facility/Sylvan Avenue Bridge Project

"PROPERTY INTEREST": Fee Simple Interest

"OFFER AMOUNT" and "OWNER" are described below:

<table>
<thead>
<tr>
<th>TRACT NO.</th>
<th>OWNER</th>
<th>OFFER AMOUNT</th>
<th>CLOSING COSTS NOT TO EXCEED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hector Perez and Esther Perez</td>
<td>$ 55,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Hector Perez and Esther Perez</td>
<td>$109,000.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>3.</td>
<td>Estate of Rail John Craighead</td>
<td>$ 25,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>Juan Vilazquez and Marie Vilazquez</td>
<td>$ 67,500.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>5.</td>
<td>Plutarco Gonzalez, Rufina Huerto Gonzalez and Tobias Gonzalez</td>
<td>$ 55,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>6.</td>
<td>Juan Alberto Delgado and Rhonda Lynn Delgado</td>
<td>$108,000.00</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

provided, however, that the term “OWNER” as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

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

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

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

SECTION 4. That in the event the OWNER accepts the OFFER AMOUNT, the City Controller is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable out of Street and Transportation Improvements Fund No. 7T22, Department PBW, Unit U230, Object 4210, Activity INGV, Program Number PB06U230.

<table>
<thead>
<tr>
<th>TRACT NO.</th>
<th>OFFER AMOUNT</th>
<th>ENCUMBRANCE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$ 55,000.00</td>
<td>DEVPB06U230DH1</td>
</tr>
<tr>
<td>2.</td>
<td>$ 109,000.00</td>
<td>DEVPB06U230DH2</td>
</tr>
<tr>
<td>3.</td>
<td>$ 25,000.00</td>
<td>DEVPB06U230DH3</td>
</tr>
<tr>
<td>4.</td>
<td>$ 67,500.00</td>
<td>DEVPB06U230DH4</td>
</tr>
<tr>
<td>5.</td>
<td>$ 55,000.00</td>
<td>DEVPB06U230DH5</td>
</tr>
<tr>
<td>6.</td>
<td>$ 108,000.00</td>
<td>DEVPB06U230DH6</td>
</tr>
</tbody>
</table>

SECTION 5. That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs. In the event of condemnation the CITY will pay court costs as may be assessed by the Special Commissioners or the court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.
SECTION 6. That if the OWNER refuses to accept the OFFER AMOUNT the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary suit(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

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

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

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

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

BY: Assistant City Attorney
Exhibit A – Tract 1

Field Notes Describing Land to Be Acquired in Block C/7100
From Hector Perez and Esther Perez

Being a 6,058 square foot tract of land situated in the Amariah Hanna Survey, Abstract Number 564, Dallas County, Texas, and being the remaining portion of Lot 7, Block C, of the Tipton Annex No. 2 Addition, an addition to the City of Dallas, recorded in Volume 8, Page 163 of the Map Records of Dallas County, and being the remaining portion of Lot 7, Block C/7100, official City of Dallas Block Numbers, and being all of the property acquired by Hector Perez and Esther Perez by Deed dated May 12, 2003 and recorded in Volume 2003091, Page 00907 of the Deed Records of Dallas County, and being more particularly described as follows:

BEGINNING at a 1" dia. Iron Pipe found at the common East corner of Lot 6 and said Lot 7 of said Block C/7100, being also the Northeast corner of the herein described tract, lying on the West line of a 7.50 foot wide alley:

THENCE South 01°05'31" East with the West line of said alley a distance of 52.00 feet to a 5/8" dia. Iron Rod with cap marked “CITY OF DALLAS” set at the common East line of Lots 7 and 8, being also the Southeast corner of the herein described tract of land:

THENCE South 88°54'29" West with the common line between said Lots 7 and 8 a distance of 116.50 feet to an "X" cut in concrete paving in the East line of a 20.00 foot Right-of-Way dedication to the City of Dallas for the widening of Sylvan Avenue, recorded in Volume 4107, Page 562 of the Deed Records of Dallas County:

THENCE North 01°05'31" West with the said East line of Sylvan Avenue a distance of 52.00 feet to a PK Nail set in the common line between said Lots 6 and 7, being also the Northwest corner of the herein described tract of land:

THENCE North 88°54'29" East with the said common line between Lots 6 and 7 a distance of 116.50 feet to the POINT OF BEGINNING, containing 6,058 square feet (0.139 Acres) of land.

BASIS OF BEARINGS: Bearings are based on field observations using the North Texas Cooperative Real Time Kinematic Virtual Reference Station Global Positioning System survey instruments and procedures, North American Datum of 1983.

State of Texas
REGISTERED
SCOTT RAY HOLT
PROFESSIONAL LAND SURVEYOR

Scott Holt
7-22-08

Sheet 1 of 2
Exhibit A – Tract 1

Dallas County
Vol. 90078, Pg. 1457

1° I.P. (Found) 58° I.R. (Found)
Brs: N77°02'26"E Brs: S88°54'37"W
4.39' 0.92'

Hector Perez and Esther Perez
Vol. 2003091, Pg. 00907

1° I.P. (Found)
CONTROLLING MONUMENT & POINT OF BEGINNING

116.50', N88°54'29"E

Daniel R. Rios and Francis Rios
Vol. 83199, Pg. 6350

116.50', S88°54'29"W

Area To Be Acquired
LOCATOR MAP
Sheet 2 of 2
Exhibit A – Tract 2

Field Notes Describing Land to Be Acquired in Block C/7100
From Hector Perez and Esther Perez

Being a 6,058 square foot tract of land situated in the Amariah Hanna Survey, Abstract Number 564, Dallas County, Texas, and being the remaining portion of Lot 6, Block C, of the Tipton Annex No. 2 Addition, an addition to the City of Dallas, recorded in Volume 8, Page 163 of the Map Records of Dallas County, and being the remaining portion of Lot 6, Block C/7100, official City of Dallas Block Numbers, and being all of the property acquired by Hector Perez and Esther Perez by Deed dated May 12, 2003 and recorded in Volume 2003091, Page 00907 of the Deed Records of Dallas County, and being more particularly described as follows:

BEGINNING at a 1" dia. Iron Pipe found at the common East corner of said Lot 6 and Lot 7 of said Block C/7100, being also the Southeast corner of the herein described tract, lying on the West line of a 7.50 foot wide alley:

THENCE South 88°54'29" West, departing the West line of said 7.50 foot wide alley and with the common line between said Lots 6 and 7 a distance of 116.50 feet to a PK Nail set in the East line of a 20.00 foot Right-of-Way dedication to the City of Dallas for the widening of Sylvan Avenue, recorded in Volume 4107, Page 562 of the Deed Records of Dallas County, being also the Southwest corner of the herein described tract:

THENCE North 01°05'31" West with the East line of Sylvan Avenue a distance of 52.00 feet to the common line between Lots 5 and 6 of said Block C/7100, being the Northwest corner of the herein described tract, from which a 1" Iron Pipe (found) bears North 77°02'26" East a distance of 4.39 feet:

THENCE North 88°54'29" East, departing the last said East line of Sylvan Avenue, with the said common lines between Lots 5 and 6 a distance of 116.50 feet to the West line of said 7.50 foot wide alley, being Northeast corner of the herein described tract, from which a 5/8" dia. Iron Rod (found) bears South 88°54'37" West a distance of 0.92 feet:

THENCE South 01°05'31" East with the West line of said alley a distance of 52.00 feet to the POINT OF BEGINNING, containing 6,058 square feet (0.139 Acres) of land.

BASIS OF BEARINGS: Bearings are based on field observations using the North Texas Cooperative Real Time Kinematic Virtual Reference Station Global Positioning System survey instruments and procedures, North American Datum of 1983.
Hector Perez and Esther Perez
Vol. 2003091, Pg. 00907
6,058 Square Feet (0.139 Ac.)

Daniel R. Rios and Francis Rios
Vol. 83199, Pg. 6350
Field Notes Describing Land to Be Acquired In Block A/7097
From The Estate of Rail John Craighead

Being situated in the Amariah Hanna Survey, Abstract Number 564, Dallas County, Texas, and being all of Lot 5, Block A, of the Brantley's Junior Addition, an addition to the City of Dallas, recorded in Volume 12, Page 13 of the Map Records of Dallas County, and being all of Lot 5, Block A/7097, official City of Dallas Block Numbers, and being all of the property acquired by Rail John Craighead and Dorothy Craighead by Deed dated April 16, 1953 and recorded in Volume 3839, Page 210, of the Deed Records of Dallas County. Containing 6,875 square feet of land, based on an on the ground survey to locate said Lot 5 as shown on City of Dallas Public Works and Transportation Drawing Number 320R-409, on file in the City of Dallas Public Works and Transportation Survey Vault, located at 320 E. Jefferson, Room 314.

This description is approved as to form.

Larry T. Billingsley, B.P.L.
Chief City Surveyor

Date: 8-21-08
Exhibit A – Tract 4

Field Notes Describing Land to Be Acquired in Block A/7097
From Juan and Marie Vilazquez

Being situated in the Amariah Hanna Survey, Abstract Number 564, Dallas County, Texas, and being all of Lot 4, Block A, of the Brantley's Junior Addition, an addition to the City of Dallas, recorded in Volume 12, Page 13 of the Map Records of Dallas County, and being all of Lot 4, Block A/7097, official City of Dallas Block Numbers, and being all of the property acquired by Juan and Marie Vilazquez by Deed dated November 17, 1981 and recorded in Volume 93152, Page 4416, Deed Records of Dallas County. Containing 6,875 square feet of land, based on an on the ground survey to locate said Lot 4 as shown on City of Dallas Public Works and Transportation Drawing Number 320R-409, on file in the City of Dallas Public Works and Transportation Survey Vault, located at 320 E. Jefferson, Room 314.

This description is approved as to form.

Larry Billingsley, R.P.L.S.
Chief City Surveyor

Date: 6-18-08
Exhibit A – Tract 5

Field Notes Describing Land to Be Acquired in Block A/7097
From Plutarco and Regina Gonzalez

Being situated in the Amariah Hanna Survey, Abstract Number 564, Dallas County, Texas, and being all of Lot 3, Block A, of the Brantley's Junior Addition, an addition to the City of Dallas, recorded in Volume 12, Page 13, Map Records of Dallas County, and being all of Lot 3, Block A/7097, official City of Dallas Block Numbers, and being all of the property acquired by Plutarco and Regina Gonzalez by Quit Claim Deed dated March 4, 1995 and recorded in Volume 95045, Page 02543, Deed Records of Dallas County. Containing 6,875 square feet of land, based on an on the ground survey to locate said Lot 3, as shown on City of Dallas Public Works and Transportation Drawing Number 320R-409, on file in the City of Dallas Public Works and Transportation Survey Vault, located at 320 E. Jefferson, Room 314.

This description is approved as to form.

Scott Holt, R.P.L.S.
Assistant Chief City Surveyor
For: Larry T. Billingsley, R.P.L.S.
Chief City Surveyor

Date: 7-18-2008
Exhibit A – Tract 6

Field Notes Describing Land to Be Acquired in Block A/7097
From Juan Alberto Delgado and wife, Rhonda Lynn Delgado

Being a 9,528 square foot tract of land situated in the Amariah Hanna Survey, Abstract Number 564, Dallas County, Texas, and being the remaining portions of Lots 1 and 2, Block A, of the Brantley’s Junior Addition, an addition to the City of Dallas, recorded in Volume 12, Page 13 of the Map Records of Dallas County, and being the remaining portions of Lots 1 and 2, Block A/7097, official City of Dallas Block Numbers, and being all of the property acquired by Juan Alberto Delgado and wife, Rhonda Lynn Delgado by Deed dated February 18, 1997 and recorded in Volume 97040, Page 00233 of the Deed Records of Dallas County, and being more particularly described as follows:

BEGINNING at a 5/8” iron rod found at the Southwest corner of said Lot 2 of the Brantley’s Junior Addition, and being also a common West corner with Lot 3 of said Brantley’s Junior Addition, lying on the East line of a 7.50 foot wide alley:

THENCE North 01°05’31” West along the common line with said 7.50 foot wide alley, pass at 55.00 feet a 5/8” dia. iron rod found at the common West line of said Lots 1 and 2, and continuing for a total distance of 111.60 feet to a 5/8” dia. iron rod with cap marked “CITY OF DALLAS” set in the South line of a tract of land conveyed to Dallas County by Deed dated April 8, 1953 and recorded in Volume 3830, Page 407 of the Dallas County Deed Records, and being also the Northwest corner of the herein described tract of land:

THENCE South 61°34’56” East with the Southwest line of said Dallas County Tract, pass at 114.91 feet a 5/8” dia. iron rod with cap marked “CITY OF DALLAS” set at the intersection with the said common line between Lots 1 and two (triangular portion of said Lot 2 conveyed to Dallas County by Deed dated February 26, 1953 and recorded in Volume 3830, Page 409 of the Dallas County Deed Records), and continuing for a total distance of 143.63 feet to the Northeast corner of the herein described tract, lying on the West line of Topeka Avenue (a 50.00 foot wide Right-of-Way) from which a 5/8” dia. iron rod (found) bears North 16°20’59” West a distance of 1.49 feet:

THENCE South 01°05’31” East with the said West line of Topeka Avenue a distance of 40.85 feet to the common East corner of said Lots 2 and 3, being also the Southeast corner of the herein described tract of land, from which a 1” dia. iron pipe (found) bears North 32°35’43” West a distance of 0.83 feet, and a 1” dia. iron pipe (found) bears South 53°23’08” East a distance of 0.65 feet:

THENCE South 88°54’29” West, departing the last said West line of Topeka Avenue, and with the common line between said Lots 2 and 3, a distance of 125.00 feet to the POINT OF BEGINNING, containing 9,528 square feet (0.2187 Acres) of land.

BASIS OF BEARINGS: Bearings are based on field observations using the North Texas Cooperative Real Time Kinematic Virtual Reference Station Global Positioning System survey instruments and procedures, North American Datum of 1983.

[Signature]

Sheet 1 of 2 7-18-08
Exhibit A - Tract 6

City of Dallas
Vol. 4169, Pg. 172

Dallas County
Vol. 3830, Pg. 407

Juan Alberto Delgado and wife, Rhonda Lynn Delgado
Vol. 97040, Pg. 00233
(9,528 Sq. Ft.)

Plutarco & Regina Gonzalez
Vol. 94015, Pg. 2666

Brantley's Junior Addition
Volume 12, Page 13

58" I.R. (Found) CONTROLLING MONUMENT

1st I.P. (Found)
Brs. N16°20'59"W
1.49'

1st I.P. (Found)
Brs. S32°22'35"W
0.35'

58" I.R. (Found)
CONTROLLING MONUMENT & POINT OF BEGINNING

58" I.R. Found

1st I.P. (Found)
Brs. N32°35'43"W
1.13'

1st I.P. (Found)
Brs. S53°23'08"E
0.65'

1st I.P. (Found)
Brs. N0°05'31"W
56.60'

1st I.P. (Found)
Brs. S88°54'29"W
125.00'

58" I.R. (Found)

58" I.R. (Found)

58" I.R. (Found)

1st I.P. (Found)
Brs. S88°54'29"W
125.00'

58" I.R. (Found)

58" I.R. (Found)

58" I.R. (Found)

1st I.P. (Found)
Brs. S88°54'29"W
125.00'

58" I.R. (Found)

58" I.R. (Found)

58" I.R. (Found)

1st I.P. (Found)
Brs. S88°54'29"W
125.00'

58" I.R. (Found)

58" I.R. (Found)

58" I.R. (Found)

1st I.P. (Found)
Brs. S88°54'29"W
125.00'

58" I.R. (Found)
ADDENDUM ITEM # 15

KEY FOCUS AREA: Better Cultural, Arts and Recreational Amenities

AGENDA DATE: August 27, 2008

COUNCIL DISTRICT(S): 2, 7

DEPARTMENT: Trinity River Corridor Project

CMO: Jill A. Jordan, P.E., 670-5299

MAPSCO: 45Y 55C

SUBJECT

Authorize Supplemental Agreement No. 1 to the contract with Halff Associates, Inc. for additional design services needed to complete construction documents for the Santa Fe Trestle Trail project to include additional cultural resource investigation for the Standing Wave project - Not to exceed $334,745, from $1,116,282 to $1,451,027 - Financing: 1998 Bond Funds

BACKGROUND

Trinity River Corridor Master Implementation Plan identified this project as a highly desirable pedestrian crossing of the Trinity River. Originally identified as the Fair Park to Marsalis Trail, this project was nominated as a candidate project for the Statewide Transportation Enhancement Program (STEP) provided by the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991. In February of 1997, City Council authorized an advance funding agreement with TxDOT to begin design and construction of the originally proposed project. The Trinity River Flood Control Project Major Investment Study and the Trinity Parkway Project Major Investment Study both forced the trail project to be postponed due to the uncertainty regarding the status of the wooden trestle and its impact on the hydraulics of the river floodplain. The 1998 Bond Program authorized funding to construct trails, canoe launches and improve trailheads in the Great Trinity Forest and the Dallas Floodway. In May 2001, Council authorized the submission, acceptance and implementation of the City’s candidate projects for STEP. In January 2002, the project was accepted as a candidate for additional STEP funds. The following January, the Council authorized the city to execute Supplemental Agreement No. 1 to the Local Project Advance Funding Agreement with TxDOT for the City to design and construct the bicycle and pedestrian improvements to the Santa Fe Trestle Trail.
BACKGROUND (Continued)

In June of 2004, the Council authorized the engineering design contract with Halff Associates, Inc. for the Santa Fe Trestle Trail project. The original project included creating a multipurpose trail that crosses the floodway from levee to levee with new bridge structures while preserving and rehabilitating the existing historical steel truss structure directly over the Trinity River.

The project has been subjected to multiple changes due to the evolution of several of the Trinity River Corridor projects as they have developed. Additional design services are required to include the new USACE 408 Process and additional cultural resource investigation for the Standing Wave Project.

This action will authorize the award of Supplemental Agreement No. 1 with Halff Associates, Inc., for the additional design services needed to complete construction documents for the Santa Fe Trestle Trail project.

This supplemental agreement has 0% M/WBE participation due to the recent sell of LopezGarcia Group to URS. However, the overall participation remains at 25.55%.

ESTIMATED SCHEDULE OF PROJECT

Began Design July 2004
Complete Design September 2009
Begin Construction December 2009
Complete Construction December 2011

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

Authorized the Local Project Advance Funding agreement with the Texas Department of Transportation (TxDOT) for the design and construction of the Santa Fe Trestle Trail on February 26, 1997, by Resolution No. 97-0625.

Authorized the submission, acceptance and implementation of the City of Dallas candidate projects for STEP on May 23, 2001, by Resolution No. 01-1667.

Authorized the Supplemental Agreement No. 1 to the Local Project Advance Funding Agreement with TxDOT for the design and construction of the bicycle/pedestrian improvements to the Santa Fe Trestle Trail project on January 22, 2003, by Resolution No. 03-0368.

FISCAL INFORMATION

$334,744.63 - 1998 Bond Funds

Original Contract $1,116,282
Supplemental Agreement #1 (this action) $334,745

Total Project Cost $1,451,027

M/WBE INFORMATION

See attached

ETHNIC COMPOSITION

Halff Associates, Inc.

Hispanic Female 22 Hispanic Male 80
African-American Female 14 African-American Male 13
White Female 113 White Male 339
Other Female 8 Other Male 19

OWNER(S)

Halff Associates, Inc

Martin Molloy, P.E.
Greg Kuhn, P.E.

MAPS

Attached
GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the contract with Halff Associates, Inc. for additional design services needed to complete construction documents for the Santa Fe Trestle Trail project to include additional cultural resource investigation for the Standing Wave project - Not to exceed $334,745, from $1,116,282 to $1,451,027 - Financing: 1998 Bond Funds

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

PROJECT CATEGORY: Other Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

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<thead>
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<th></th>
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<th>Percent</th>
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<td>100.00%</td>
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<td><strong>TOTAL THIS ACTION</strong></td>
<td><strong>$334,744.63</strong></td>
<td><strong>100.00%</strong></td>
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</tbody>
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LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors
None
Non-Local Contractors / Sub-Contractors
None

TOTAL M/WBE PARTICIPATION

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<th>Participation to Date</th>
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<td><strong>Total</strong></td>
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<td><strong>0.00%</strong></td>
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WHEREAS, the Santa Fe Trestle Trail, originally identified as Santa Fe Bridge Fair Park/Marsalis Hike and Bike Trail, was nominated as a candidate project in the Statewide Transportation Enhancement Program (STEP), provided by the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991; and

WHEREAS, the project received $1,200,000 of ISTEA funding to be matched by $300,000 of local funding for design, construction and other miscellaneous expenses; and

WHEREAS, on February 26, 1997, Resolution No. 97-0625 authorized the Local Project Advance Funding agreement with the Texas Department of Transportation (TxDOT) for the design and construction of the Santa Fe Trestle Trail; and

WHEREAS, the 1998 Bond Program authorized funding to construct, trails, canoe launches and improve trailheads in the Great Trinity Forest and the Dallas Floodway; and

WHEREAS, on May 23, 2001, Resolution No. 01-1667 authorized the submission, acceptance and implementation of the City of Dallas candidate projects for STEP; and

WHEREAS, in January 2002, the Santa Fe Trestle Trail was accepted as a candidate project to provide additional STEP funds to complete the project; and

WHEREAS, on January 22, 2003 Resolution No. 03-0368 authorized the City of Dallas to execute Supplemental Agreement No. 1 to the Local Project Advance Funding Agreement with TxDOT for the design and construction of the bicycle/pedestrian improvements to the Santa Fe Trestle Trail; and

WHEREAS, on June 23, 2004, Resolution No. 04-2146, authorized a contract with Halff Associates, Inc. for the design and preparation of construction documents for the Santa Fe Trestle Trail Project; and

WHEREAS, it is now desirable to enter into Supplemental Agreement #1 to the contract with Halff Associates, Inc. for additional design services needed to complete construction documents for the Santa Fe Trestle Trail project.
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 enter into a Supplement Agreement No. 1 to the contract with Halff Associates, Inc. for additional services needed to complete the construction documents for the Santa Fe Trestle Trail project in an amount not to exceed $334,745, from $1,116,282 to $1,451,027, after it has been approved as to form by the City Attorney.

**Section 2.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Trinity River Corridor Project Fund  
Fund 5P14, Dept. PBW, Unit. N966, Act. TRPP  
Obj. 4111, Program No. PB98N966, Encumbrance No. PBW98N96612  
Vendor #506773, in an amount not to exceed $334,745

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

Distribution: Trinity River Corridor Project, Mary Ayala, City Hall, 6BS  
Trinity River Corridor Project, Natalie Wilson, City Hall, 6BS  
Public Works and Transportation, Rosemary Prichard, OCMC, Room 101  
City Attorney  
City Controller's Office, City Hall, 4BN
SUBJECT

Authorize Supplemental Agreement No. 2 to the contract with MESA Design Group for additional design services needed to prepare construction documents for phases 2 through 4 for the Moore Park Gateway project, which includes parking lot expansion, amphitheater, landscaping and site furnishings - Not to exceed $294,195, from $302,105 to $596,300 - Financing: Private Funds

BACKGROUND

Development of the Trinity River Corridor has been identified as a top priority of the City of Dallas. One of the projects identified in the Trinity River Corridor Master Implementation Plan is the Moore Park Gateway which provides public access into the corridor from 8th Street including providing a connection from the DART Light Rail Station at Corinth and 8th, a canoe launch and trail connections into the Trinity River Corridor and the Great Trinity Forest. The 1998 Bond Program allocated approximately $1,340,000 for the development of the Moore Park Gateway project.

The Hoblitzelle Foundation Board approved a plan to provide a $2 million grant toward improvements to the Moore Park Gateway access point including the rebuilding of Moore Park, pavilion, playing fields, picnic facilities, access trails to the Trinity River, the Trinity Santa Fe Trestle Trail, cleanup and landscaping of Cedar Creek, additional parking and a drive to Trinity River’s southern region. The grant will be paid in $500,000 increments to the Trinity Trust’s Fund at the Dallas Foundation, beginning in May 2008, with future payments to be made in yearly increments in May of 2009, 2010 and 2011. These increments will fund future supplemental agreements to the design contract and will fund the construction of the additional phases.

Council approved Supplemental Agreement No. 1 for the structural design of a pavilion in lieu of a prefabricated structure for the first park gateway to be constructed in the Great Trinity Forest.
BACKGROUND (Continued)

This action will authorize the award of Supplemental Agreement No. 2 to the contract with MESA Design Group for the additional design services needed to prepare construction documents for phases 2 through 4, which includes parking lot expansion, amphitheater, landscaping and site furnishings.

ESTIMATED SCHEDULE OF PROJECT

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<td>March 2009</td>
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<td>Begin Construction Phase II</td>
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<td>May 2011</td>
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<td>May 2012</td>
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PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

Authorized a contract with MESA Design Group for the design and preparation of construction documents for the Great Trinity Forest – Moore Park Gateway on October 23, 2002, by Resolution No. 02-3006.

Authorized Supplemental Agreement No. 1 to the design contract with MESA Design Group for the structural design of a pavilion in lieu of a prefabricated structure for the first park gateway to be constructed in the Great Trinity Forest on December 8, 2004, by Resolution No. 04-3425.

Authorized the acceptance of a donation from the Hoblitzelle Foundation through the Trinity Trust Foundation on February 27, 2008, by Resolution No. 08-0685.

FISCAL INFORMATION

$294,195 - Private Funds

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<td>Supplemental Agreement No. 2 (this action)</td>
<td>$294,195</td>
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Total Project Cost $596,300

M/WBE INFORMATION

See attached
ETHNIC COMPOSITION

MESA Design Group

Hispanic Female 0   Hispanic Male 2
African-American Female 0   African-American Male 0
White Female 31   White Male 31
Other Female 4   Other Male 3

OWNER(S)

MESA Design Group

Tary Arterburn, Principal
Stan R. Cowan, Principal

MAPS

Attached
GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 2 to the contract with MESA Design Group for additional design services needed to prepare construction documents for phases 2 through 4 for the Moore Park Gateway project, which includes parking lot expansion, amphitheater, landscaping and site furnishings - Not to exceed $294,195, from $302,105 to $596,300 - Financing: Private Funds

Mesa Design Associates is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

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LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

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Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

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</table>
WHEREAS, the 1998 Bond Program authorized funding to construct, trails, canoe launches and improve trailheads in the Great Trinity Forest; and

WHEREAS, on October 23, 2002, Resolution No. 02-3006, authorized a contract with MESA Design Group for the design and preparation of construction documents for the Great Trinity Forest – Moore Park Gateway; and

WHEREAS, on December 8, 2004, Resolution No. 04-3425, authorized Supplemental Agreement No. 1 for the structural design of a pavilion in lieu of a prefabricated structure for the first park gateway to be constructed in the Great Trinity Forest; and

WHEREAS, the Trinity Trust Foundation applied on behalf of the project for a donation from the Hoblitzelle Foundation to provide additional enhancements for the Moore Park Gateway; and

WHEREAS, on February 27, 2008, Resolution No. 08-0685 authorized the acceptance of a donation from the Hoblitzelle Foundation through the Trinity Trust Foundation; and

WHEREAS, it is now desirable to enter into Supplemental Agreement No. 2 to the contract with MESA Design Group for additional design services needed to prepare construction documents for phases 2 through 4 for the Moore Park Gateway project.

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 enter into Supplement Agreement No. 2 to the contract with MESA Design Group for additional services needed to prepare design and construction documents for phases 2 through 4 for the Moore Park Gateway in an amount not to exceed $294,195, from $302,105 to $596,300, after it has been approved as to form by the City Attorney.

Section 2. That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Moore Park Gateway Donation Fund
Fund DM14, Dept. PBW, Unit. P430, Act. TRPP
Obj. 4111, Program #PB98N966, Encumbrance #PBW98N966A1,
Vendor #124108, in an amount not to exceed $294,195
Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

Distribution: Trinity River Corridor Project, Mary Ayala, City Hall, 6BS
Trinity River Corridor Project, Natalie Wilson, City Hall, 6BS
Public Works and Transportation
City Attorney
City Controller's Office, City Hall, 4BN
KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: August 27, 2008

COUNCIL DISTRICT(S): 12

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 5 C

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to the Tract 6A portion of Planned Development District No. 170 for Mixed Uses and an ordinance granting a Specific Use Permit for an Animal clinic without outside run, limited to boarding and grooming on the west line of Preston Road, south of Lloyd Drive.

Recommendation of Staff and CPC: Approval of an amendment to the Tract 6A portion of Planned Development District No. 170, and approval of a Specific Use Permit for an Animal clinic without outside run, limited to boarding and grooming, for a three-year period with eligibility for automatic renewal for additional five-year periods, subject to a site plan and conditions Z078-257(RB)
LOCATION: West Line of Preston Road, South of Lloyd Drive

COUNCIL DISTRICT: 12

MAPSCO: 5 C

SIZE OF REQUEST: Approx. 4.25 Acres

APPLICANT: Scott Craig, Representative

OWNER: Preston Shopping Center Dallas, TX Limited Partnership

REQUEST: An application for an amendment to the Tract 6A portion of Planned Development District No. 170 for Mixed Uses and a Specific Use Permit for an Animal clinic without outside run, limited to boarding and grooming.

SUMMARY: The applicant is proposing to amend the Tract 6A portion of the PDD to permit the requested use by Specific Use Permit, and simultaneously is requesting a Specific Use Permit for an Animal clinic without outside run, limited to boarding and grooming.

CPC RECOMMENDATION: Approval of an amendment to the Tract 6A portion of PDD No. 170, and approval of a Specific Use Permit for an Animal clinic without outside run, limited to boarding and grooming, for a three-year period with eligibility for automatic renewal for additional five-year periods, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval of an amendment to the Tract 6A portion of PDD No. 170, and approval of a Specific Use Permit for an Animal clinic without outside run, limited to boarding and grooming, for a three-year period with eligibility for automatic renewal for additional five-year periods, subject to a site plan and conditions.
BACKGROUND:

- The request site is developed with multi-tenant retail retail/office structures.

- The request involves an amendment to the Tract 6A portion of PDD No. 170 to permit the requested use by SUP, as well as a request for an SUP for the use.

- The applicant will occupy approximately 13,000 square feet of floor area within the extreme southeastern corner of the main structure.

- Various conditions will be required to ensure the request is compatible with adjacent uses.

Zoning History:

<table>
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<th>File No.</th>
<th>Request, Disposition, and Date</th>
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<tr>
<td>1. BDA 078-086</td>
<td>On August 13, 2008 the Board of Adjustment granted a variance to the off-street parking requirements (74 spaces) for a one-year period</td>
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PDD Summary

<table>
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<th>Pdd No.</th>
<th>Permitted Uses</th>
<th>Density/Structure</th>
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<tr>
<td>120</td>
<td>SF, MF; 3 tracts</td>
<td>Tr I-106 du's; II-256 du's; III-30 du's 36 feet</td>
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<td>202</td>
<td>Professional, personal service, custom craft, ambulatory or surgical center, and animal clinic w/o outside run</td>
<td>34,175 square feet 36 feet</td>
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<td>765</td>
<td>Certain mixed uses</td>
<td>12 du/acre; 1.0-4.0:1 FAR, depending on mix of uses 102 feet</td>
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Comprehensive Plan:

The applicant is proposing to operate a boarding and grooming facility for dogs. The request requires an amendment to Tract 6A portion of PDD No. 170 to permit the use. Various improvements are being required to ensure the request does not negatively affect surrounding uses. While the applicant is utilizing existing floor area in a multi-tenant structure, it should be noted that all customer activity will be oriented away from the residential development in the immediate area and the entire development is designed and landscaped in a manner that is compatible with surrounding uses.

As a result, the applicant’s request is in compliance with the Economic and Urban Design Elements, respectively, as outlined in forwardDallas!

Economic Element

Goal 2.2 Engage in strategic economic development efforts.

Policy 2.2.6 Restore Dallas as the foremost retail location in the region.

Urban Design Element

Goal 5.2 Strengthen community and neighborhood identity.

Policy 5.2.4 Enhance retail, industrial and business operations.

STAFF ANALYSIS:

Land Use Compatibility: The request site is developed with multi-tenant retail/office structures. The applicant will occupy approximately 13,000 square feet of floor area within the extreme southeast corner of the site to operate a boarding and grooming facility.

For background purposes, PDD No. 170 was established to provide mixed uses with certain retail and office uses permitted along the PDD’s frontage, with residential uses wrapping this area. Tract 6A specifically prohibits certain nonresidential uses inclusive
of the requested use (see attached excerpt from PDD No. 170 conditions). In working with the applicant, certain provisions will be provided as well as a more restrictive approach to permitting the requested use (ie, by SUP as opposed to by right).

The surrounding land use is a mix of uses consisting of retail and office uses fronting both sides of Preston Road to the north and east. Medium density residential uses are developed to the west with single family uses developed on property that is south of the site and west of Preston Road.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Based on the attached conditions in conjunction with the existing land use, the request is supported by staff, subject to the site plan and conditions.

**Traffic:** The Engineering Section of the Department of Development Services has reviewed the requested amendment and determined it will not significantly impact the surrounding street system.

**Landscaping:** Existing landscaping exists that complies with the requirements of PDD No. 170. The applicant’s request entails utilizing existing floor area and does not generate additional landscape requirements.

**CPC ACTION**

(August 14, 2008)

**Motion:** It was moved to recommend **approval** of an amendment to the Tract 6A portion, subject to revised conditions of Planned Development District No. 170, for Mixed Uses and **approval** of a Specific Use Permit for an Animal clinic without outside
run, limited to boarding and grooming for a three-year period with eligibility for automatic renewal for additional five-year periods, subject to a revised site plan and revised conditions on the west line of Preston Road, south of Lloyd Drive.

Maker: Wolfish
Second: Weiss
Result: Carried: 14 to 0

For: 14 - Prothro, Strater, Gary, Davis, Rodgers, Lozano, Bagley, Weiss, Lueder, Buehler, Wolfish, Ekblad, Emmons, Alcantar

Against: 0
Absent: 0
Vacancy: 1 - District 8

Notices: Area: 500 Mailed: 83
Replies: For: 3 Against: 6

Speakers: None
Owner's name: Preston Shopping Center Dallas, Tx. Limited Partnership

General Partner: North Dallas Shopping Center Corporation
Officers: Edward Glazer, President; William Sondericker, Vice President
Address: c/o First Allied Corporation, 270 Commerce Drive, Rochester, NY 14623

Thank you.

Bill Sondericker
First Allied Corporation
270 Commerce Drive
Rochester, NY  14623
CPC RECOMMENDED AMENDING CONDITIONS FOR PDD NO. 170
Z078-257(RB)

SEC. 51P-170.107. PERMITTED USES AND GENERAL DEVELOPMENT STANDARDS FOR EACH TRACT.

Development of each tract must comply with the use regulations and development standards applicable to the zoning districts indicated below, as defined by the Dallas Development Code, as amended, unless otherwise noted:

1. Tracts 1, 2, and 3: R-7.5 Single-Family District uses and standards.
2. Tract 1A: Day care center by SUP and single-family uses by right, subject to R-7.5 Single-Family District standards.
3. Tract 10: Townhouse-1 District uses and standards.
4. Tracts 4 and 8: Townhouse-2 District uses and standards.
5. Tracts 5 and 9: Multiple-Family-1 District uses and standards.
6. Tract 6A:
   (A) Except as otherwise provided, Shopping Center District uses and standards. The front yard setback of Tract 6A is 15 feet.
   (B) Animal clinic without an outside run by SUP.
   (C) The following Shopping Center District uses are not permitted:
      (iA) Ambulatory surgical center.
      (iiB) Animal clinic with outside run.
      (iiiC) Bank or savings and loan office with drive-in windows.
      (ivD) Community, welfare, or health center.
      (vE) Drug store.
      (viF) Home improvement center.
      (viiG) Hospital.
      (viiiH) Inside or outside commercial amusement.
      (ixI) Medical clinic.
      (xJ) Medical or scientific laboratory.
      (xiK) Post office.
Residential uses.

Restaurant with drive-in window.

Restaurant with operating hours between 12 midnight and 6 a.m.

Retail food store greater than 3,500 square feet.

Service station.

Transportation uses. (Exception: A bus passenger shelter is permitted.)

Utility and service use.

Tract 6B: Office and multiple-family uses. Office-1 District standards for office uses and Multiple-Family-1 District standards for multiple-family uses.
CPC RECOMMENDED CONDITIONS FOR A SPECIFIC USE PERMIT
Z078-257(RB)

1. **USE:** The only use authorized by this specific use permit is an animal clinic without an outside run.

2. **SITE PLAN:** Use and development of the Property must comply with the attached site plan.

3. **TIME LIMIT:** This specific use permit expires on (three years), but is eligible for automatic renewal for additional five-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for application for automatic renewal is strictly enforced.)

4. **AIR QUALITY:** HVAC equipment may emit a minimum radiation level of 253.7 nm.

5. **BOARDING:** The maximum number of boarded animals at any one time from January through October is 75 and in November and December, 100.

6. **FLOOR AREA:** Maximum floor area is 13,040 square feet.

7. **FLOORING:** For areas occupied by animals, non-absorbing, antibacterial, rubber flooring that is a minimum of 9.5 mm thick, must be provided.

8. **HOURS OF OPERATION:** Except for the boarding component of the animal clinic without an outside run, limited to boarding and grooming use, the use may only operate between 6:30 a.m. and 7:00 p.m., Monday through Friday; 8:00 a.m. and 6:00 p.m., Saturday; and between 12:00 p.m. and 6:00 p.m., Sunday.

9. **NOISE:** Vinyl barrier acoustic material must be provided on perimeter walls that create a sound pressure level on the lot line that does not exceed 61 dBA.
11. **SERVICES:** The only services permitted by this use are boarding and grooming. Diagnosis, treatment, hospitalization, or treatment of animals is not permitted.

12. **MAINTENANCE:** The Property must be properly maintained in a state of good repair and neat appearance.

13. **GENERAL REQUIREMENT:** Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.
Excerpt from PDD No. 170 Conditions - Prohibited Uses

SEC. 51P-170.106. SUBDIVISION PLAT.

Prior to the issuance of a building permit, a subdivision plat approved by the city plan commission must be filed for record with the county clerk. In conjunction with the submission of the subdivision plat to the commission for approval, a legal instrument establishing a plan for permanent care and maintenance of any common area or communally-owned facility must be submitted to the commission, approved by the city attorney as to legal form, and approved by the commission as to suitability for the proposed use of the common area. (Ord. Nos. 21422; 24914)

SEC. 51P-170.107. PERMITTED USES AND GENERAL DEVELOPMENT STANDARDS FOR EACH TRACT.

Development of each tract must comply with the use regulations and development standards applicable to the zoning districts indicated below, as defined by the Dallas Development Code, as amended, unless otherwise noted:

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2. Tract 1A: Day care center by SUP and single-family uses by right, subject to R-7.5 Single-Family District standards.

3. Tract 10: Townhouse-1 District uses and standards.

4. Tracts 4 and 8: Townhouse-2 District uses and standards.

5. Tracts 5 and 9: Multiple-Family-1 District uses and standards.

6. Tract 6A: Except as otherwise provided, Shopping Center District uses and standards. The front yard setback of Tract 6A is 15 feet. The following Shopping Center District uses are not permitted:

(A) Ambulatory surgical center.

(B) Animal clinic.

(C) Bank or savings and loan office with drive-in windows.

(D) Community, welfare, or health center.

(E) Drug store.

(F) Home improvement center.

(G) Hospital.

(H) Inside or outside commercial amusement.

(I) Medical clinic.

(J) Medical or scientific laboratory.

(K) Post office.
(L) Residential uses.
(M) Restaurant with drive-in window.
(N) Restaurant with operating hours between 12 midnight and 6 a.m.
(O) Retail food store greater than 3,500 square feet.
(P) Service station.
(Q) Transportation uses. (Exception: A bus passenger shelter is permitted.)
(R) Utility and service use.

(7) Tract 6B: Office and multiple-family uses Office-1 District standards for office uses and Multiple-Family-1 District standards for multiple-family uses.

(8) Tract 7: Shopping Center District uses and standards, except that the total square feet of restaurant and alcoholic beverage establishment uses contained within a hotel or motel may not exceed 4,800 square feet of floor area excluding kitchen area for Tracts 7, 7A, and 7B combined.

(9) Tract 7A: Shopping Center District uses and standards, except that the total square feet of restaurant and alcoholic beverage establishment uses contained within a hotel or motel may not exceed 4,800 square feet of floor area excluding kitchen area for Tracts 7, 7A, and 7B combined. Multiple-family uses are not permitted.

(10) Tract 7B: Shopping Center District uses and standards, except that the total square feet of restaurant and alcoholic beverage establishment uses contained within a hotel or motel may not exceed 4,800 square feet of floor area excluding kitchen area for Tracts 7, 7A, and 7B combined. Multiple-family uses are not permitted. Mini warehouse uses are also permitted. All mini-warehouse uses must comply with the following conditions:

(A) Vehicular ingress and egress must be from Preston Road.

(B) No structure may exceed two stories or 30 feet in height. Structures within 200 feet of Preston Road may not exceed one story or 15 feet in height, except that the caretaker/office structure may not exceed two stories or 30 feet in height.

(C) A six-foot solid masonry wall must be constructed along the north and west property line prior to the issuance of a certificate of occupancy.

(D) Air conditioning condensing units may not be placed on the roof.

(E) Light fixtures may not be placed at a height exceeding nine feet.

(F) The hours of operation are limited to the hours between 6:30 a.m. and 10:00 p.m.

(G) Outside storage is prohibited. (Ord. Nos. 23334; 24914)
### Notification List of Property Owners

**Z078-257**

83 Property Owners Notified

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<td>Quick Trip Co.</td>
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Additional Organizations: INCAP Fund, Kiest-Polk NA, Lake Highlands AIA, MetroStudy Corp, N Pk Lovefied Comm Civic League, Quick Trip Co., United HOA, Country Brook HOA, Jackson Highlands

Contact Information: Lauren Odell, Susan Kedron, 901 Main St. #6000, Dallas, TX 75202; Kiest-Polk NA, Erma Dodd, Neoma Shafer, 2538 W Kiest Blvd, Dallas, TX 75233; Lake Highlands AIA, Terri Woods, Roger Albright, 3301 Elm St, Dallas, TX 75226; MetroStudy Corp, Rebecca Webb, Michael R Coker, 2700 Swiss Ave. #100, Dallas, TX 75209; N Pk Lovefied Comm Civic League, Joyce Lockley, Linda Sharp, 12126 Vendome Place, Dallas, TX 75230; Quick Trip Co., Teri Dorazil, Robert Reeves, 900 Jackson St, Suite 160, Dallas, TX 75202; United HOA, Norma Parry, Thelma J. Norman, 2628 Blackstone Dr, Dallas, TX 75237; Country Brook HOA, Greg Brook, Jerry Jackson, 2828 N Harwood, Suite 1600, Dallas, TX 75201; Jackson Highlands, Bob Sappington, Lucie Bellew, 7328 Williamswood Dr, Dallas, TX 75252.
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**ENZ078-257**
REVISED AGENDA ITEM # 5

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: August 27, 2008

COUNCIL DISTRICT(S): 14

DEPARTMENT: Aviation

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

MAPSCO: 34E

SUBJECT

Authorize (1) a twenty-year lease agreement with Southwest Airlines Company with the 20 years commencing as of beneficial occupancy of the new capital improvements, for approximately 5.89 acres of land at Dallas Love Field to be used primarily as a new air cargo facility, with an estimated annual rental revenue in the amount of $102,677 (estimated $2.4 million total revenue over the term of the lease at 2% growth annually) and has made a commitment of $40,000,000 $5,000,000 to construct new capital improvements, and (2) an execution of a Donation Agreement with Southwest Airlines Company to provide for the acceptance of a donation of materials to be used for the construction of new capital improvements to replace facilities scheduled for demolition - Estimated Annual Revenue: $102,677

BACKGROUND

The City Council approved a Term Sheet with Southwest Airlines Co. (“Southwest”) on June 25, 2008, which lays out provisions of a Program Development Agreement for development of the Love Field Modernization Program (“LFMP”). The Term Sheet specifies the initiative of a phased development of terminal improvements to be completed in 2014. The first phase of this development is the construction of facilities to enable relocation of activities currently housed in facilities which are to be demolished.

The LFMP schedule for Phase I requires immediate construction of new capital improvements to replace the existing leased facilities which are scheduled for demolition under Phase II in June 2009. These new capital improvements will contain a total area of approximately 111,000 at least 55,000 square feet primarily for use as an air cargo facility which Southwest will build and occupy under a new lease, provided however; approximately 30,000 square feet of the new capital improvements will be subject to sharing with other airline cargo users, as the need arises, under a separate sublease arrangement with Southwest or Southwest will construct up to 30,000 square feet of new space.
BACKGROUND (continued)

These new capital improvements will replace facilities Southwest currently leases and occupies as follows: 1) approximately 21,600 square feet of air cargo space located at the existing air freight building adjacent the main terminal at Dallas Love Field under the Southwest terminal lease dated August 1, 2001.

2) approximately 446,061 square feet of aircraft ramp and office space in the north concourse for airline support and training purposes under Southwest's subsidiary company, API Terminal, Inc. and 3) approximately 12,320 square feet of automobile parking and air cargo space under two month-to-month leases at Dallas Love Field. Upon beneficial occupancy of the new improvements, Southwest's lease of the facilities scheduled for demolition will terminate.

Southwest agrees to a twenty year lease, with the 20 years commencing as of beneficial occupancy of the new capital improvements, of approximately 5.89 acres of land currently improved with surface automobile parking at Dallas Love Field. Southwest commits to constructing new capital improvements on the leased premises within twenty-four (24) months at a minimum cost of \$10,000,000 \$5,000,000. Initial annual lease revenue to the City will be approximately \$102,677, paid in monthly installments of approximately \$8,556, based on the recently appraised unimproved annual ground rental rate of \$0.40 per square foot. The rental rate for all land under the Lease shall be subject to rental rate escalations every three years based on the greater of (i) prevailing rental rate at Dallas Love Field for unimproved land, (ii) three percent (3%) of the existing rental rate or (iii) the change in the Consumer Price Index in the previous three year period, provided, however, that the aggregate escalation for any three year period shall not exceed twelve percent (12%).

Upon beneficial occupancy of the new capital improvements by Southwest, the City Manager will terminate the API Lease and delete the air cargo facilities from the Southwest terminal lease; and the Director of Aviation will terminate the two Southwest month-to-month leases containing approximately 12,320 square feet.

The Transportation and Environment Committee was briefed on August 26, 2008 on this proposed ground lease and recommended approval.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Briefed the Transportation and Environment Committee, on August 26, 2008

Approved a term sheet between the City and Southwest that provided for general terms of agreements needed to complete the LFMP (including this lease), by Resolution No. 08-1877, on June 25, 2008.
FISCAL INFORMATION

$102,677 - Estimated Annual Revenue

OWNER

Southwest Airlines Company, a Texas corporation

Gary Kelly, Chairman, President and CEO
Mike Van de Ven, Executive Vice President and COO
Laura Wright, Senior Vice President and CFO
Scott Topping, Vice President and Treasurer

MAP

Attached.
DALLAS LOVE FIELD TERMINAL
SWA Existing Leases (2)
Proposed SWA Ground Lease

Existing SWA owned
API Terminal, Inc. Lease
Terminate Lease

Proposed SWA Lease
New capital improvements
$10,000,000  $5,000,000

Existing SWA Terminal Lease –
Air Cargo Facility
Amendment to delete this portion
from SWA Terminal Lease
WHEREAS, Southwest Airlines Co. (the “Lessee”) currently leases approximately 21,600 square feet of land and improvements under a lease dated August 1, 2001 (the “Terminal Lease”), approved by Council on June 13, 2001 in Resolution No. 01-1798, which will expire of its own terms on July 31, 2021; and,

WHEREAS, Lessee currently occupies space under a lease between the City and API Terminal, Inc. (the “API Lease”) of approximately 446,061 square feet of land and improvements dated March 1, 1977; and,

WHEREAS, Lessee currently leases approximately 12,320 square feet of land and improvements under two month-to-month leases at Love Field; and,

WHEREAS, the Love Field Modernization Program (LFMP) Phase I, requires construction of new capital improvements to replace buildings currently leased and occupied by Lessee that are scheduled for demolition in June 2009 under the LFMP Phase II; and,

WHEREAS, the City and Lessee desire to enter into a new twenty-year lease agreement, with the twenty years commencing as of the beneficial occupancy date of the new capital improvements, (the “Lease”) for land located south of the existing terminal building at Dallas Love Field containing approximately 5.89 acres at the unimproved annual rental rate of $.40 per square foot; and,

WHEREAS, Lessee has agreed, within twenty-four (24) months from the effective date of the Lease, to expend a minimum of $10 million on new capital improvements on the leased premises; and,

WHEREAS, Lessee shall donate and City shall accept materials to be used in the construction of the new capital improvements (the “Donation Agreement”);

Now, Therefore,

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

Section 1. That the proposed Lease for a term of twenty years and providing annual rent in the amount of approximately $102,677 payable in monthly installments of approximately $8,556 and the Donation Agreement are hereby approved and the City Manager is authorized to execute the Lease and the Donation Agreement on behalf of the City of Dallas, after approval as to form by the City Attorney.
Section 2. That the Lease evidence, among other things, the following terms and conditions:

(a) The Lease term shall commence upon approval by the City Council and end twenty years after the date of beneficial occupancy of the new capital improvements and the payment of rent shall begin at beneficial occupancy of the new capital improvements or 24 months from the effective date of the Lease, whichever is sooner.

(b) Upon the commencement of rent, Lessee shall pay the initial annual unimproved ground rental rate of $0.40 per square foot for approximately 256,693 square feet of land. The exact location and size of the proposed lease premises are subject to a final survey and upon completion of such survey and acceptance by the Director of Aviation, the annual rent, as provided in Sections 1 and 2 herein, shall be adjusted accordingly.

(c) The rental rate for all land under the Lease shall be subject to rental rate escalations every three years based on the greater of (i) prevailing rental rate at Dallas Love Field for unimproved land, (ii) three percent (3%) of the existing rental rate or (iii) the change in the Consumer Price Index in the previous three-year period provided, however, that the aggregate escalation for any three year period shall not exceed twelve percent (12%).

(d) Within twenty-four (24) months from the effective date of the Lease, Lessee shall expend, or cause to be expended, not less than $10 million on new capital improvement costs on the leased premises.

(e) Upon the date of beneficial occupancy of the new capital improvements, title to the new capital improvements will revert to the City.

(f) In the event of a sublease, sublessor shall pay City the greater of (i) 50% of the excess sublease revenue over and above what the Lessee pays the City for the subleased premises or (ii) 50% of the difference between the Lease rent being paid at the time of the sublease and the appraised market ground lease rent for comparable properties at Love Field. This 50% rent sharing provision shall be waived provided Southwest Airlines Co. continues to occupy space within the leased premises.

Section 3. That upon Lessee’s beneficial occupancy of the new capital improvements under the Lease, the City Manager is authorized to execute, on behalf of the City of Dallas, a lease amendment to the Terminal Lease which will delete the air cargo portions of the leased premises and adjust the rent accordingly, after approval as to form by the City Attorney.
Section 4. That upon Lessee’s beneficial occupancy of the new capital improvements under the Lease, the City Manager is authorized to terminate the API Lease, after approval as to form by the City Attorney.

Section 5. That upon Lessee’s beneficial occupancy of the new capital improvements under the Lease, the Director of Aviation is authorized to terminate the two month-to-month leases with Southwest.

Section 6. That the City Controller be and is hereby authorized to deposit all revenues received under the Lease to: Aviation Operating Fund 0130; Dept. AVI; Unit 7722; Revenue Source 7814.

Section 7. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

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