

September 13, 2023

**WHEREAS**, the City of Dallas owns land in Dallas known as Reverchon Park, located at 3505 Maple Ave, which has been maintained by the City as parkland; and

**WHEREAS**, a portion of Reverchon Park has been identified by Texas Scottish Rite Hospital for Children (Scottish Rite) for access and construction staging by Scottish Rite for the construction of an addition to the hospital adjacent to the park, totaling approximately 41,500 square feet (0.95 acres) of land as shown on Exhibit A, and the Park and Recreation Board is agreeable to providing the property for this use; and

**WHEREAS**, Scottish Rite is agreeable to minimizing its use of the park during construction and restoring the park to its prior condition or better after completion of its project; and

**WHEREAS**, in consideration of the grant of a six-month Temporary License Agreement, Scottish Rite agrees, in addition to restoration of the park at the completion of its project, to construct a grass permeable paver access road to the upper meadow which is needed for staff access to this area of the park for general maintenance; and

**WHEREAS**, a public hearing was held, as required by the Texas Parks and Wildlife Code (Chapter 26, Section 26.001 through 26.004), to determine that there is no feasible and prudent alternative to this use of this parkland and that all reasonable planning to minimize harm to Reverchon Park has been taken.

**Now, Therefore,**

**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That as a result of the public hearing held today, it is hereby determined that there is no feasible and prudent alternative to the use of parkland for the purpose stated in this resolution and that all reasonable planning to minimize harm to the park has been taken.

**SECTION 2.** That the City of Dallas hereby approves and authorizes the grant of a six-month Temporary License Agreement for use of parkland, approved as to form by the City Attorney, to Scottish Rite for the purpose of access and construction staging by Scottish Rite for the construction of an addition to the hospital adjacent to the park. Said six-month Temporary License Agreement Exhibit A more fully described in Exhibit A, attached hereto and made a part hereof.

September 13, 2023

**SECTION 3.** That the Park and Recreation Director and the City Manager or designee, is hereby authorized to execute a six-month Temporary License Agreement, approved as to form by the City Attorney, for the temporary use of a portion of the parkland by Scottish Rite for the purposes authorized herein, and to all of the following terms and conditions:

a. Scottish Rite shall covenant to the City:

1. To observe safety regulations;
2. To not be detrimental to the park and to coordinate work with City staff to provide for the least disruption of City services and park patron use of the park;
3. To comply with health, safety, noise, environmental protection, waste disposal, and water and air quality regulations;
4. To keep the adjacent park area free from construction debris and waste;
5. To bear the cost of Scottish Rite's project;
6. To do all work within the park and surrounding areas in a good a workmanlike manner under the supervision of the Director of the Park & Recreation Department;
7. To repair or replace any damage to or removal of any park improvements by Scottish Rite or its contractors, regardless of the reason, at Scottish Rite's sole cost with no cost consideration to the City.
8. To restore the site after its project is complete to its prior condition or better, at Scottish Rite's sole cost with no cost consideration to the City:
  - a. To provide temporary irrigation for turf repair, replacement, and renovation
  - b. To construct a grass permeable paver access road to the west side of the park. The access road shall include a permanent smart irrigation system as specified by City staff, including meter if required, for use, operation, and the responsibility of the Park Department, constructed to the manufacture's and City's standards. Scottish Rite, at its sole cost and responsibility, shall secure all permits and make all connections necessary for the work.
  - c. Maintain and warranty all restoration work for no less than one-year after acceptance by the City.
  - d. Secure performance bonds for all restoration work.

**SECTION 4.** That this contract is designated as Contract No. PKR 2023-00022032.

**SECTION 5.** 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.