



City of Dallas

January 25, 2023

Mr. Adrian Cole
Shady Hollow Development LLC
2217 Yaupon Drive
Irving, TX 75063

Via Certified Mail: 70060810000355296044

RE: Appeal of Apportionment Determination
Shady Hollow Estates - 311T-10059 / WW22-231

Dear Mr. Cole:

We have received your correspondence appealing the director's apportionment determination associated with an exaction imposed in regard to the plat request S178-288, Shady Hollow Estates for paving, drainage, ROW, and other relevant items. Please be advised that the City Plan Commission hearing for **this appeal is scheduled for Thursday, February 16, 2023** during the public hearing scheduled to begin no earlier than 12:30 p.m. in the City Council Chambers at Dallas City Hall, 1500 Marilla Street, 6th Floor and by videoconference. Individuals who wish to listen to the meeting, may participate by video by joining Cisco Webex Link: <https://bit.ly/CPC021623>.

The appeal of the decision of the Director regarding the apportionment determination is a quasi-judicial action. No communication with City Plan Commission members may occur outside the hearing of February 16, 2023.

The Dallas Development Code, Section 51A-1.109 provides the standard applicable to this appeal. For your convenience, I have enclosed a copy of the appeal procedures and a copy of Dallas Development Code, Section 51A-1.109.

Included with this letter is the request of appeal submitted and received on December 22, 2022 and the Analysis Application form submitted November 11, 2022. Should you wish to provide the City Plan Commission with any documentary evidence on the matter, please submit a copy to me at Dallas City Hall, 1500 Marilla Street, Room 5BN, Dallas, TX 75201 or to yolanda.hernandez@dallas.gov by end of day **Monday, February 6, 2023**. I will then distribute the copies of your documentary evidence to the City Plan Commission. I will also send you a copy of any documentary evidence received by Drew Spaniol, Assistant City Attorney for the Director.

If you have any questions regarding the format of the City Plan Commission hearing or other related matters, you are encouraged to contact Assistant City Attorney Daniel T. Moore at 214-670-7027 or at daniel.moore@dallas.gov.

Respectfully,

Yolanda Pesina
City Plan Commission Secretary
Planning & Urban Design



City of Dallas

cc: Andres Espinoza, Director/City Building Official, Development Services
Julia Ryan, Director, Planning & Urban Design
M. Samuel Eskander, Land Development Team Assistant Director, Development Service
Andreea Udrea, Assistant Director, Current Planning, Planning and Urban Design
Casey Burgess, Assistant City Attorney
Andrew Spaniol, Assistant City Attorney
Daniel T. Moore, Assistant City Attorney

SEC. 51A-1.109. APPORTIONMENT OF EXACTIONS.

(a) Exactions must be related and proportionate.

(1) No exactions may be imposed unless the exactions are:

- (A) related to the needs created by the property development project; and
- (B) roughly proportionate to the impact of the property development project.

(2) No precise mathematical calculation is required, but the city must make an individualized determination that the required exaction is related both in nature and extent to the impact of the property development.

(b) Request for apportionment determination. Except as provided in this section, a request for an apportionment determination will not be processed until the developer submits an application on a form provided by the director including a complete developer report.

(c) Developer report. The developer shall submit a report prepared by a professional engineer licensed to practice in Texas to the director containing an analysis of existing municipal infrastructure, including streets capacity and condition, alleys, street lighting, street signals, water service, wastewater service, fire hydrants, storm water drainage system, solid waste collection, and sanitary sewer; an analysis of the need for municipal infrastructure additions or improvements; and any other information related to the property development project that the director deems necessary.

(d) Waiver. The director may waive the developer report if:

- (1) The developer will bear the total cost of the exactions, such as infrastructure improvement necessitated solely by, and internal to, the property development project.
- (2) The developer has volunteered to pay a greater proportion of the costs of the exactions.
- (3) The director determines that the developer report is unnecessary.

(e) Apportionment determination.

(1) Within 15 days after submission of the developer report, the director shall notify the developer that the report is complete or notify the developer in writing of any deficiencies in the report and of any additional documentation required.

(2) A professional engineer licensed to practice in Texas and retained by the city shall evaluate the complete developer report and make the apportionment determination.

(3) The apportionment determination is a determination of the proportion of exactions to be borne by the developer. For example, if the total cost of the municipal infrastructure additions or improvements is \$10,000, and the need for the municipal infrastructure additions or improvements is related to the needs created by the property development project, and the property development project accounts for 80 percent of the impact on the municipal infrastructure additions or improvements, then the developer's portion is 80 percent of the cost of the municipal infrastructure additions or improvements, or \$8,000.

(4) The director shall notify the developer of the apportionment determination within 30 days after deeming the application and developer report complete, prior to approval of any related zoning district classification or boundary change, prior to final release of any related plat, or prior to execution of any related private development contract, whichever is earliest.

(5) Cost sharing of municipal infrastructure additions or improvements between the developer and the city shall be documented in a cost sharing contract pursuant to Section 51A-8.614.

(f) Appeal.

(1) No waiver. A developer shall not be required to waive the right of appeal as a condition for approval of a development project.

(2) City plan commission. A developer may appeal the director's apportionment determination to the city plan commission by filing written notice with the director within 30 days after the date of the determination. If an appeal is filed, the city plan commission shall hear the appeal within 60 days after the date of its filing. The director shall forward to the city plan commission the complete record of the matter being appealed, including the developer report, if any, and the apportionment determination. The city plan commission shall hold a public hearing where the developer and director may present evidence and testimony under procedures adopted by the city plan commission. The developer shall have the burden of proof at the public hearing. The city plan commission shall have the same authority as the director and may affirm, in whole or in part, modify the apportionment determination, or remand the apportionment determination back to the director for further consideration. In reviewing the apportionment determination, the city plan commission shall use the standard in Subsection (a). The city plan commission shall make its determination within 30 days after the hearing.

(3) City council. A developer may appeal the city plan commission's decision to the city council by filing a written notice with the director within 30 days after the date of the city plan commission's decision. If an appeal is filed, the city council shall hear the appeal within 60 days after the date of its filing. The director shall forward to the city council the complete record of the matter being appealed, including the developer report, if any, the apportionment determination, and the record of the city plan commission hearing. City council shall hold a public hearing where the developer and the director may present evidence and testimony under procedures adopted by city council. The developer shall have the burden of proof at the public hearing. The city council shall have the same authority as the director and may affirm, in whole or in part, modify the apportionment determination, or remand the apportionment determination back to the director for further consideration. In reviewing the apportionment determination, the city council shall use the standard in Subsection (a). The city council shall make its determination within 30 days after the hearing.

(4) County or district court. A developer may appeal the city council's decision to a county or district court of the county where the

development project is located within 30 days after the date of the city council's final determination. The sole issue on appeal is whether the city council erred in its review of the city plan commission determination. (Ord. Nos. 26530; 31358)

PROCEDURE FOR APPEAL OF APPORTIONMENT OF EXACTIONS

An appeal of an apportionment of exactions is a quasi-judicial hearing. No communication between city plan commissioners and either party is allowed before the hearing. Any communication must be disclosed.

If an appeal is filed, the city plan commission shall hear the appeal within 60 days after the date of its filing.

The director shall forward to the city plan commission the complete record of the matter being appealed, including the developer report, if any, and the apportionment determination.¹

The developer shall have the burden of proof at the public hearing.

The city plan commission shall have the same authority as the director and may affirm, in whole or in part, modify the apportionment determination, or remand the apportionment determination back to the director for further consideration.

In reviewing the apportionment determination, the city plan commission shall use the standard in Subsection 51A-1.109(a).

“(a) Exactions must be related and proportionate.

(1) No exactions may be imposed unless the exactions are:

and (A) related to the needs created by the property development project;

(B) roughly proportionate to the impact of the property development project.

(2) No precise mathematical calculation is required, but the city must make an individualized determination that the required exaction is related both in nature and extent to the impact of the property development.”

The city plan commission shall make its determination within 30 days after the hearing.

¹ An appeal of an apportionment of exactions is not an appeal on the record. New evidence and testimony is allowed.

The Hearing.

Each side will receive 20 minutes (exclusive of questions from the City Plan Commission or cross-examination) with 5 minutes for rebuttal by appellant.

(a) Order of the hearing.

(1) Preliminary matters and introduction by the Chair

(2) Appellant's case (20 minutes).

(A) The appellant may give an opening statement, call witnesses, and offer evidence.² However, if the appellant calls a witness, the director is able to cross examine that witness. The appellant can conduct a redirect of the witness (for up to 5 minutes).

(B) The commissioners can ask questions at any time. Commissioners' questions will not count towards the time limitation.

(3) Director's case (20 minutes).

(A) The director may give an opening statement, call witnesses, and offer evidence. However, if the director calls a witness, the director is able to cross examine that witness. The director can conduct a redirect of the witness (for up to 5 minutes).

(B) The commissioners can ask questions at any time. Commissioners' questions will not count towards the time limitation.

(4) Rebuttal/closing by the appellant's representative (5 minutes).

²

Documentary evidence.

(1) All typewritten documentary evidence including reduced-size copies of conceptual plans, development plans, landscape plans, and site plans must conform to the standard 8.5 x 11-inch letter-sized pages on a size 12 font or larger. Each page must be serially numbered and double-spaced.

(2) All printed and typewritten documentary evidence in excess of five pages tendered by a party shall not be considered by the commission unless such documentary evidence is submitted to the commission's secretary no later than 10 days prior to the scheduled hearing date at which the matter is to be considered. Upon oral request made by the party at the scheduled hearing, the commission may, for good cause, suspend the operation of this rule and consider the excluded evidence or postpone the hearing on the application to a date certain to allow the panel sufficient time to consider the tendered evidence prior to the next scheduled hearing date.

(3) For purposes of this appeal, DOCUMENTARY EVIDENCE means anything printed or written on paper and relied upon to record or prove something.

director, (5) Motion and second to either affirm, modify, or remand the decision of the

(6) Discussion by commissioners.

(7) Voting.

(b) Decision by the city plan commission. A developer may appeal the city plan commission's decision to the city council by filing a written notice with the director within 30 days after the date of the city plan commission's decision.

Hernandez, Yolanda

From: adrian@419builders.com
Sent: Thursday, December 22, 2022 1:19 PM
To: Eskander, Mina
Cc: Espinoza, Andres; Burgess, Casey; Ryan Starnes
Subject: Re: Shady Hollow Estates - 311T-10059 / WW22-231
Attachments: Request for Hearing on Apportionment 12-22-2022.pdf

External Email!

Good afternoon,

Please see attached appeal of the apportionment determination for Shady Hollow Estates 311T-10059.

Regards,
Adrian Cole
214.918.4671

On Wed, Dec 21, 2022, at 4:59 PM, Eskander, Mina wrote:

Adrian,
Please see attached apportionment determination for Shady Hollow Estates - 311T-10059 / WW22-231.
Sincerely,

Sam



M. Samuell Eskander, PE, CFM, LEED AP BD+C

Assistant Director

Land Development Team

City of Dallas | www.dallascityhall.com

Development Services

320 E. Jefferson Blvd., Room 115

Dallas, TX 75203

O: (214) 948-4029 | C: (469) 953-0103

mina.eskander@dallas.gov



****OPEN RECORDS NOTICE:** This email and responses may be subject to the Texas Open Records Act and may be disclosed to the public upon request. Please respond accordingly. **

Please Take a Moment to Tell Us How We Are Doing

Attachments:

- Apportionment Determination.pdf

CAUTION: This email originated from outside of the organization. Please, do not click links or open attachments unless you recognize the sender and know the content is safe.

Shady Hollow Development LLC

2217 Yaupon Dr - Irving, TX 75063 - adrian@419builders.com - 214.918.4671

To: Andres Espinoza, Director
Sustainable Development and Construction, City of Dallas
CC: Sam Eskander

Re: Shady Hollow Estates Paving, Drainage and ROW Apportionment; S178-288

December 22, 2022

Per Section 51A-1.109(e)(2) of Dallas City Code, a developer may appeal the Director's apportionment determination to the City Plan Commission by filing written notice with the Director within 30 days after the date of the determination.

A completed application with the required documentation was sent via email on November 11, 2022. An apportionment determination was provided on December 22, 2022, after the 30 day period required by state law and city code.

This letter shall serve as the filing of a written notice of appeal of the apportionment determination provided to Shady Hollow Development LLC for exactions imposed in regard to the plat request S178-288, Shady Hollow Estates for paving, drainage, ROW, and other relevant items. Per City Code section 51A-1.109(e)(2), the city plan commission shall hear the appeal within 60 days after the filing of the appeal.

For the purpose of calculating the 60 days to hearing date, the date that the apportionment was due on December 11, 2022 shall serve as the date of this appeal.

Regards,



Adrian Cole
President, Shady Hollow Development LLC

Hernandez, Yolanda

From: adrian@419builders.com
Sent: Friday, November 11, 2022 11:49 AM
To: Garza, Maricela
Cc: limassoc@aol.com; Eskander, Mina
Subject: Re: Shady Hollow Development - Analysis Application Form
Attachments: Application for Determination of Apportionment.pdf; Shady Hollow Estates Paving Proposal.pdf; Shady Hollow Estates Proposal.pdf; 22-1724; 221102; E-MAILED P Prop; Shady Hollow Estates.pdf; Shady Hollow Estates - Site 19 Build Estimate.pdf; Shady Hollow Estates - Development Apportionment Detail 2022-11-11.pdf

External Email!

Good morning all,

Attached is a completed Analysis Application form, 4 project bids, and apportionment request detail document.

Please confirm request of this submission and if any other information is needed. Thank you for your assistance.

Regards,
Adrian Cole
214.918.4671

On Mon, Oct 17, 2022, at 5:33 PM, Garza, Maricela wrote:

Good afternoon Mr. Cole,

Per your hand delivered request (1st attachment) to the Director of Engineering, please find attached (2nd attachment) the Analysis Application form.

Thank you,



Maricela S. Garza
Administrative Specialist II
City of Dallas | DallasCityNews.net

Development Services
Engineering Division
320 E. Jefferson Blvd., Room 200
Dallas, TX 75203
O: 214-948-4063
Maricela.garza@dallas.gov





****OPEN RECORDS NOTICE:** This email and responses may be subject to the Texas Open Records Act and may be disclosed to the public upon request. Please respond accordingly.**

Please Take a Moment to Tell Us How We Are Doing

Attachments:

- Application Form Request .pdf
- Application for Determination of Apportionment.pdf

CAUTION: This email originated from outside of the organization. Please, do not click links or open attachments unless you recognize the sender and know the content is safe.



Staff Use – Date Received _____

City of Dallas
APPLICATION FOR DETERMINATION OF APPORTIONMENT
(reference City of Dallas Code 51A-1.109)

1. Name of Project: Shady Hollow Estates
2. Plat No: S178-288 Building Permit Application No. _____
3. Paving/Drainage Project No. 311T-10059 Water/Wastewater Project No. WW22-231
4. Project Description: Plat 73 single family lots on undeveloped tract
5. Project Location (w/Lot & Blk): 3792 Wenatche Dr DCAD Mapsco
No. 63-A
6. Owner/Developer: Shady Hollow Development LLC
Mailing Address: 2217 Yaupon Dr
City: Irving State: TX Zip: 75063 Telephone: (214) 918-4671
Contact Person: Adrian Cole Email: adrian@419builders.com
6. Engineering Firm: Lim & Associates, Inc.
Mailing Address: 1112 N. Zang Boulevard Suite 200
City: Dallas State: TX Zip: 75203 Telephone: (214) 942-1888
Contact Person: Daniel Lim Email: limassoc@aol.com
7. Reason for Request (describe the perceived exaction): You may attach a supplemental document if more space is needed.
See attached documents
8. Submittals **REQUIRED:** *(incomplete submittals will be rejected.)*

- ☒ Developer's Report (signed and sealed by active Licensed Civil Engineer);
Report should include items expressed in 51A-1.109, as well as, but is not limited to:
 - ☒ Preliminary Plat (existing recorded plat if no proposed plat); **and**
 - ☒ 24" x 36" set of most current Engineering Design plans; **and**
 - ☒ Project specific bid packages received from the contractors with itemized cost estimates of proposed project (total cost and public improvements costs) (min. of 3 bid estimates)

I certify that all information submitted are accurate and project specific. I have read Section 51A-1.109 of the City of Dallas code in its entirety and understand required deliverables and subsequent schedule upon a complete submittal.

DEVELOPER'S SIGNATURE:  DATE: 11-11-2022

EXHIBIT "A"

PROPOSAL

Adrian Cole
Shady Hollow Development LLC
 1600 Sylvan Ave.
 Dallas, TX 75208
adrian@419builders.com

PROJECT: Shady Hollow Estates Paving

DATE: 11/10/22

LOCATION: Dallas, TX

PROPOSAL NO: 20-22.11.10-01

Ratliff Hardscape, Ltd. proposes to furnish equipment, materials, and labor to perform the following work for the referenced project. All bid items and quantities included in the scope of work were based on plans dated, 10/1/22, by LIM & Associates, Inc.

[illegible]

TERMS AND CONDITIONS

THIS PROPOSAL IS VALID FOR **THIRTY (30) DAYS** FROM THE DATE OF THIS PROPOSAL. THIS PROPOSAL AND ITS TERMS AND CONDITIONS OR ANY OTHER SPECIAL CONDITIONS (EXHIBIT "B") SHALL BECOME PART OF THE CONTRACT AS EXHIBIT "A". A CONTRACT SHALL BE PROVIDED BY THE OWNER, GENERAL CONTRACTOR, OR RATLIFF HARDSCAPE, LTD AND EXECUTED PRIOR TO COMMENCEMENT OF ANY WORK. THE ABOVE QUANTITIES HAVE BEEN ESTIMATED; HOWEVER, THIS PROPOSAL IS A **UNIT PRICE** BASIS WITH PAYMENTS TO BE MADE BY THE HIRING OWNER OR GENERAL CONTRACTOR BY USING FIELD MEASURED QUANTITIES OF WORK COMPLETED. RATLIFF HARDSCAPE, LTD SHALL SUBMIT BY THE **25th OF EACH MONTH**, PARTIAL ESTIMATES, TO THE OWNER OR GENERAL CONTRACTOR WHICH INCLUDE ALL OF THE COMPLETED WORK PLUS ANY MATERIAL ON HAND FOR THE UNCOMPLETED PORTION. THE RETAINAGE AMOUNT TO BE WITHHELD FROM EACH MONTHLY INVOICE SHALL BE SPECIFIED BY THE HIRING OWNER OR GENERAL CONTRACTOR. IF NOT SPECIFIED, NO RETAINAGE WILL BE WITHHELD. PAYMENT TERMS ARE **NET FIFTEEN (15) DAYS** FROM THE DATE OF THE INVOICE. ALL INVOICES NOT RECEIVED IN FULL BY THE DUE DATE SHALL BEAR INTEREST FROM THE DUE DATE UNTIL THE DATE FULL PAYMENT IS RECEIVED AT RATE OF **15% PER ANNUM**. SALES TAX MUST BE APPLIED UNLESS MATERIAL USED FOR REALTY IMPROVEMENTS OF A TAX EXEMPT ENTITY OR BY RECEIPT OF A **"SALES TAX EXEMPT"** CERTIFICATE. **PLEASE REVIEW ALL THE SPECIAL CONDITIONS PROVIDED HEREIN AS EXHIBIT "B".**

PLEASE SIGN THIS PROPOSAL AND RETURN ONE (1) ORIGINAL TO OUR OFFICE. YOUR ACCEPTANCE OF THIS PROPOSAL SHALL CONSTITUTE THE INTENT TO ENGAGE INTO A CONTRACT WITH RATLIFF HARDSCAPE, LTD. TO PERFORM THE ABOVE REFERENCED WORK.

ACCEPTED:

(OWNER / GENERAL CONTRACTOR)

By:

Signature _____

Print Name _____

Its:

Title

RESPECTFULLY SUBMITTED:

Ratliff Hardscape, Ltd.

(CONTRACTOR / SUB-CONTRACTOR)

By:

Signature _____

Booder McWhorter

FINANCING

Its': President & C.O.O.

THE

Adrian Cole
Shady Hollow Development LLC
1600 Sylvan Ave.
Sdallas, TX 75208
adrian@419builders.com



EXHIBIT "B"
**SPECIAL
CONDITIONS**

PROJECT: Shady Hollow Estates Paving

DATE: 11/10/22

LOCATION: Dallas, TX

PROPOSAL NO: 20-22.11.10-01

THIS FOLLOWING SPECIAL CONDITIONS PROVIDED BY RATLIFF HARDSCAPE, LTD. ARE SET FORTH TO ENSURE OUR SCOPE OF WORK HAS BEEN PROPERLY COMMUNICATED AND UNDERSTOOD BY THE OWNER, GENERAL CONTRACTOR, OTHER SUB-CONTRACTORS, ENGINEERS, MUNICIPALITY, OR OTHER GOVERNMENT ENTITIES. IT IS OUR FULL INTENT TO PROVIDE QUALITY WORKMANSHIP, JOB-SITE SAFETY, AND A LONG-LASTING WORKING RELATIONSHIP THROUGHOUT THE PROJECT. PLEASE REVIEW IN ITS' ENTIRETY ALL CONDITIONS SO THAT ANY DISCREPANCIES MAY BE RESOLVED PRIOR TO COMMENCEMENT OF WORK. IF THE "YES" BOX IS CHECKED THEN THE CONDITION DESCRIBED IS INCLUDED IN THE SCOPE OF WORK. IF CHECKED "NO", THEN THE CONDITION IS NOT INCLUDED IN THE SCOPE OF WORK. INITIAL BELOW THAT YOU HAVE READ AND FULLY UNDERSTAND THESE CONDITIONS.

	YES	NO	
01	☒	☐	STAKING (BY OWNER)
02	☒	☐	GEOTECHNICAL MATERIALS TESTING (BY OWNER)
03	☒	☐	IMPACT FEES, CONNECTION FEES, METER FEES OR DEPOSITS
04	☒	☐	STRUCTURAL ENGINEERING (FOR HARDSCAPE ONLY)
05	☒	☐	ENGINEERING (BY OWNER)
06	☒	☐	PERMIT FEES (FOR HARDSCAPE ONLY)
07	☒	☐	PAYMENT & PERFORMANCE BOND
08	☒	☐	MAINTENANCE BONDS
09	☒	☐	INSPECTION FEES
10	☒	☐	SALES TAX
11	☒	☐	INSURANCE REQUIREMENTS
12	☒	☐	TRAFFIC CONTROL
13	☒	☐	MOBILIZATION (1 TIME ONLY)
14	☒	☐	SWPPP DESIGN
15	☒	☐	SWPPP INSPECTIONS
16	☒	☐	BUFF MORTAR (HARDSCAPE SCREENWALLS, COLUMN, & MONUMENTS)
17	☒	☐	BUFF MORTAR (RETAINING WALLS)
18	☒	☐	TREE REMOVAL; ALL TREES TO BE TAGGED AND MARKED BY OWNER & CITY (CHIPPED AND HAULED OFFSITE)
19	☒	☐	ROCK & BOULDER REMOVAL
20	☒	☐	SEEDING, SODDING, OR HYDROMULCH
21	☒	☐	EROSION CONTROL AS NOTED IN PLANS
22	☒	☐	STAGING AREA (TO BE PROVIDED BY OWNER ON OR CONTIGUOUS TO SITE)
23	☒	☐	BACKFILL (ALL SCOPE OF WORK)
24	☒	☐	HAUL OFF OF EXISTING TRASH OR DEBRIS FOUND BURIED OR OTHERWISE HIDDEN FROM SITE OR NOT IN PLANS
25	☒	☐	HAUL OFF OF ANY UNSUITABLE MATERIAL
26	☒	☐	UNDERCUTTING, SELECT FILL, MOISTURE CONDITIONING
27	☒	☐	UNDERGROUND UTILITY CONFLICTS (TO BE RELOCATED BY OTHERS)
28	☒	☐	UTILITY INSTALLATION (BASED ON UTILITY WORK INSTALLED PRIOR TO GAS, ELECTRIC, PHONE, CABLE, OR OTHERS)
29	☒	☐	SPOILS TO BE STOCKED ON-SITE (APPROVED BY OWNER)
30	☒	☐	ROADWAY SUB-GRADE MUST BE +/- 0.20 FEET PRIOR TO UTILITY CONSTRUCTION AND WILL BE RETURNED TO GRADE
31	☒	☐	PAVING & PAD SUBGRADE SHALL NOT EXCEED +/- 0.10 FEET. FINE GRADING OR TRIMMING BY PAVING CREW
32	☒	☐	EXPORT OF ANY DIRT ON-SITE
33	☒	☐	DEWATERING OF SCOPE OF WORK
34	☒	☐	IF VACUUM TRUCK IS NEEDED FOR PIERS; ADD \$1500 PER PIER
35	☒	☐	ELECTRICAL POWER SOURCE FOR ENTRY LIGHTING
36	☒	☐	ELECTRICAL POWER SOURCE FOR IRRIGATION
37	☒	☐	FINAL CLEANUP
38	☒	☐	SUBJECT TO RATLIFF'S LIMITED WARRANTY (ATTACHED AS EXHIBIT "C")

NOTES:

- 01 Proposal excludes any excavation, moving and/or grinding of rock for all work.
02
03
04

IF THIS IS A REPAIR BID PROPOSAL OF WHICH RATLIFF DID NOT PERFORM THE CONCRETE UNDERGROUND PIER OR FOOTINGS, RATLIFF WILL NOT BE RESPONSIBLE FOR ANY SURFACE CRACKING AND WILL PROVIDE A ONE (1) YEAR LIMITED WARRANTY FROM THE COMPLETION DATE. SEE ATTACHED EXHIBIT "C".

I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS:

Initials Initials

EXHIBIT "C"

RATLIFF HARDSCAPE, LTD. ONE YEAR LIMITED WARRANTY

RATLIFF HARDSCAPE, LTD.'S WARRANTY OBLIGATIONS ARE LIMITED TO THE TERMS SET FORTH BELOW

THIS LIMITED WARRANTY: This Ratliff Hardscape, Ltd. One Year Limited Warranty shall be referred to as the "**Limited Warranty**" in this document.

WHAT IS COVERED: Ratliff Hardscape, Ltd.'s ("**Ratliff**") Work. "**Work**" shall mean that certain work and those services further described between Ratliff and Owner (the "**Agreement**") and this Limited Warranty is an exhibit to such Agreement.

WARRANTY: Ratliff warrants that the Work furnished will: (i) be provided in a professional manner; (ii) be performed by appropriately knowledgeable and skilled personnel; (iii) conform to the requirements of the Agreement; (iv) conform to standards generally observed in the industry for similar services and work; and (v) will meet all applicable municipal or other jurisdictional requirements and other applicable laws pertaining to the Work.

Ratliff warrants that except for any Shrink Cracks, any cracking, in excess of one-quarter inch and longer than 20% of all the joints and edges of the concrete flatwork, occurring during the curing process and resulting from poor workmanship or use of substandard materials shall be repaired or replaced, at the sole election of Ratliff. Ratliff makes no claim that hairline cracks might not develop, but insures that reasonable precautions are taken to minimize their occurrences by using industry tested methods and quality materials. It is acknowledged that color differences may result for repairs. Please see the section entitled "Shrink Cracks and Control Joints" for a further explanation of shrink crack and control joints.

EXCLUSIONS FROM COVERAGE: Ratliff's Limited Warranty for the Work excludes loss, damages and defects caused by any of the following:

1. Any work performed, services provided or material supplied in accordance with any plans or specifications supplied, prepared or requested by the Owner, or by anyone on behalf of the Owner other than Ratliff, or Ratliff's employees, agents, contractors or subcontractors acting under Ratliff's direction (collectively "**Ratliff's Employees**").
2. Any defects caused or made worse by the negligence, gross negligence, willful conduct, abusive use, improper maintenance, lack of regular maintenance or other action of anyone other than Ratliff, or Ratliff's Employees.
3. Defects in driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, landscaping, including without limitation sodding, seeding, shrubs, trees and plantings, off-site improvements, or any other improvements not part of the Work itself.
4. Any damage to the extent it is caused or made worse by failure of the Owner or by anyone other than Ratliff's Employees, to comply with the warranty requirements, including without limitation the Manufacturer Warranties, of manufacturers of items used in accordance with the Work; or failure by the Owner to give notice to Ratliff of any defects within a reasonable time; or changes of the grading of the ground by anyone other than Ratliff, or Ratliff's Employees; or changes, alterations or additions made to the Work by anyone after the Effective Date; dryness, cracking, dampness, condensation or soil movements, due to the failure of the Owner to maintain adequate irrigation; seepage of water; or insect damage.
5. Loss or damage which the Owner has not taken timely action to minimize.
6. Any defect in, caused by, or resulting from, materials or work supplied by anyone other than Ratliff or Ratliff's Employees, including without limitations defects covered under any of the Manufacturer Warranties.
7. Normal wear and tear or normal deterioration.

8. Loss or damage not specifically covered under this Limited Warranty.
9. Loss or damage not caused by a defect in the Work completed by Ratliff or Ratliff's Employees.
10. Loss or damage caused by, or resulting from, accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, adverse environmental conditions, lightning, windstorms, hail, flood, mudslide, earthquake, wind-driven water and changes in the underground water table which were not reasonably foreseeable.
11. Defects, which are the result of characteristics common to the materials used (such as but not limited to fading and minor cracking).
12. Notwithstanding any provisions in this Limited Warranty to the contrary, this Limited Warranty shall not apply to any loss or damage related to any Shrink Cracks.
13. Notwithstanding any provisions in this Limited Warranty to the contrary, this Limited Warranty shall not apply to any loss or damage caused directly or indirectly by any underground movement, including without limitation any surface cracking, unless Ratliff performed repairs to the concrete underground pier or footings as part of the Work.
14. Loss or damage caused or made worse pursuant to the provisions specified in the section entitled "Notice of Claim".
15. Loss or damage to any third party manufactured products.

TERM: The terms of the coverage of this Limited Warranty begin on the date of substantial completion of the Work (the "**Effective Date**") and continue until the one (1) year anniversary of the Effective Date (the "**Expiration Date**"). The Effective Date of the warranty period for all incomplete punch list items identified in writing as "punch list items" as of the date of substantial completion of the Work shall begin when the Owner and Ratliff have mutually and reasonably agreed that such incomplete punch list items are 100% complete, in which case the Expiration Date for the warranty period for such incomplete punch list items shall be one (1) year following the Effective Date assigned to such incomplete punch list items.

MANUFACTURERS' WARRANTIES: Ratliff assigns and passes through to Owner the manufacturers' warranties on all manufactured products (including, but not limited to, bricks, cinder blocks, and manufactured stone) and equipment (collectively, the "**Manufacturer Warranties**").

RATLIFF DOES NOT WARRANTY ANY THIRD PARTY MANUFACTURED PRODUCTS.

LIMITATIONS ON WARRANTY: RATLIFF'S LIABILITY TO THE OWNER OR ANY OTHER THIRD PARTY, FOR A CLAIM OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO THE GOODS OR SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO MONETARY DAMAGES AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID OR PAYABLE BY THE OWNER TO RATLIFF UNDER THE AGREEMENT. UNDER NO CIRCUMSTANCES SHALL RATLIFF BE LIABLE TO THE OWNER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING

LOST PROFITS), EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR WARRANTIES GRANTED BY THE OWNER TO ANY THIRD PARTY. THE OWNER ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO ACTION, REGARDLESS OF FORM, ARISING UNDER THE AGREEMENT OR THIS LIMITED WARRANTY MAY BE BROUGHT BY THE OWNER AFTER THE EXPIRATION DATE.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED AND RATLIFF EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE GOODS OR OTHER SERVICES PROVIDED BY RATLIFF HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY OR MERCHANTABLE QUALITY OR MERCHANTABILITY, DESIGN, QUANTITY, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFAULTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT), FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER AFFECTING THE WORK.

WARRANTY CLAIMS

NOTICE OF CLAIM: If the Owner believes a defect in the Work that is covered by this Limited Warranty arises, then Owner shall provide written notice to Ratliff, and Ratliff must receive such written notice, at Ratliff's current address of record, and such written notice shall include a detailed description of such defect (the "**Defect Notice**"). Ratliff must receive the Defect Notice on or before the *earlier of* the Expiration Date or thirty (30) days after the date Owner or any of Owner's shareholders, members, partners, owners, directors, managers, officers, employees, contractors, agents, or representatives discover the defect specified in such Defect Notice. Ratliff is not responsible for any loss or damage covered by this Limited Warranty if such loss or damage is caused or made worse by failure to give written notice to Ratliff of such defect within the time periods required pursuant to this paragraph.

RATLIFF'S PERFORMANCE: If a defect occurs in an item which is covered by this Limited Warranty, Ratliff, within 60 days after receipt of the related Defect Notice, will repair, replace, or pay Owner the reasonable cost of repairing or replacing the defective item. Ratliff's total liability under this Limited Warranty is limited pursuant to the provisions of the section entitled "Limitations on Warranty". Ratliff, in Ratliff's sole and absolute discretion, may choose among the repair, replacement or payment options specified in this paragraph. Steps taken by Ratliff to correct defects shall not act to extend the terms of this Limited Warranty.

INSURANCE: If Ratliff repairs, replaces, or pays the cost of repairing, any defect covered by this Limited Warranty for which Owner is covered by insurance, Owner must, upon request by Ratliff,

assign the proceeds of such insurance to Ratliff to the extent of the cost to Ratliff of such repair or replacement.

SETTLEMENT OF DISPUTES: All disputes between the parties may be resolved by litigation, in a court of competent jurisdiction, except that Ratliff may, at its sole option, require that any dispute be submitted to binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. Each arbitrator selected by the American Arbitration Association shall be a licensed construction attorney with at least seven (7) years of experience. If the dispute is arbitrated, the award rendered by the arbitrator(s) shall be final, and the judgment may be entered upon it in accordance with the application law in any court having jurisdiction thereof. The arbitration election by Ratliff shall be made no later than thirty (30) days following receipt of service of process of any litigation from Owner or, if the claim is asserted by Ratliff, shall be made upon the filing of demand for arbitration by Ratliff. Notwithstanding the above, Ratliff shall not be deemed to have waived any right it may have to arbitrate its dispute with Owner by the filing of litigation against Owner and its surety. The demand for arbitration in no event shall be made after the date within institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In the event of litigation or arbitration of any dispute between Ratliff and Owner, Ratliff (if it prevails in prosecution or defense) shall be awarded attorneys' fees, costs of court and such other damages as may be permitted by this Limited Warranty and applicable law. In the event of litigation or arbitration of any claim brought by Owner against Ratliff, the Owner (if it prevails) shall be awarded attorneys' fees and costs of court. Except as specifically provided in this Limited Warranty, Owner shall have no claim against Ratliff for any cause related to any defect in the Work whatsoever.

MISCELLANEOUS

GENERAL PROVISIONS: Should any provision of this Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. Use of one gender in this Limited Warranty includes all other genders, and use of the plural includes the singular, all as may be appropriate. The section and subsection headings contained in this Limited Warranty are for reference purposes only and shall not effect in any way the meaning or interpretation of this Limited Warranty. This Limited Warranty is to be governed by and construed in accordance with the laws of the State of Texas. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

No Ratliff Employee is authorized to make any modification, extension, or addition to this Limited Warranty.

SHRINK CRACKS AND CONTROL JOINTS: Newly placed concrete can be expected to crack within the first few days of placement during the curing process. These cracks are often referred to as "Shrink Cracks". Shrink Cracks are, typically, narrow stress cracks in the surface of the concrete. Reinforcing steel and/or fiber will minimize the number and width of Shrink Cracks. "Control Joints" are saw cut or hand grooved joints in the concrete. Control Joints encourage the concrete to crack (there by relieving the natural stress of the curing process) along these predetermined cuts and grooves. Control Joints do not prevent Shrink Crack; however, they may assist in reducing and/or hiding the crack when they occur.

[The Remainder of this Page is Left Intentionally Blank]

DDM CONSTRUCTION PROPOSAL



DDM Construction Corp.

4006 Bellline Rd. #230

Addison, TX 75001

Contact: Shane Roberts

Phone: 214-789-8816

Email: estimators@ddmcc.net

DDM CONSTRUCTION CORP.

Quote To: Shady Hollow Development LLC
Contact: Adrian Cole
Phone: 214-918-4671
Email: adrian@419builders.com
Fax:

Job Name: Shady Hollow Estates - Paving & Drainage
Date of Plans: October 2022
Revision Date: November 2022

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	6" 4,000PSI REINF. CONC. PVMNT (#3X24" OCEW) W/ CU	12,640.00	SY	70.00	884,800.00
20	16' DRIVE APPROACH	73.00	EA	5,052.00	368,796.00
30	4FT SIDEWALK LF	5,400.00	LF	37.00	199,800.00
40	STREET SIGN POLES	5.00	EA	266.00	1,330.00
50	STOP SIGNS	5.00	EA	89.00	445.00
60	STREET SIGNS	5.00	EA	112.00	560.00
70	BARRIER FREE RAMP	12.00	EA	2,746.00	32,952.00
80	72IN RCP STORM DRAIN	30.00	LF	844.00	25,320.00
90	66IN RCP STORM DRAIN	248.00	LF	699.00	173,352.00
100	54IN RCP STORM DRAIN	176.00	LF	481.00	84,656.00
110	42IN RCP STORM DRAIN	240.00	LF	349.00	83,760.00
120	30IN RCP STORM DRAIN	308.00	LF	194.00	59,752.00
130	24IN RCP STORM DRAIN	49.00	LF	171.00	8,379.00
140	21IN RCP STORM DRAIN	324.00	LF	139.00	45,036.00
150	5FT STORM MANHOLE	1.00	EA	8,091.00	8,091.00
160	GROUTED RIP-RAP SY	172.00	SY	234.00	40,248.00
170	14FT INLET	1.00	EA	10,842.00	10,842.00
180	12FT INLET	1.00	EA	9,536.00	9,536.00
190	10FT INLET	9.00	EA	8,641.00	77,769.00
200	4FT X 4FT "Y" INLET	3.00	EA	7,167.00	21,501.00
210	21IN TYPE B HEADWALL	3.00	EA	4,408.00	13,224.00
220	42IN TYPE B HEADWALL	2.00	EA	9,007.00	18,014.00
230	72IN TYPE B HEADWALL	1.00	EA	20,432.00	20,432.00
240	TXDOT SAFETY END TREATMENT, 30IN	8.00	EA	5,291.00	42,328.00
260	TRENCH SAFETY LF	1,600.00	LF	2.00	3,200.00
270	INSPECTION & TESTING	1.00	LS	50,000.00	50,000.00
280	BONDING	1.00	LS	30,000.00	30,000.00
290	GRADE DETENTION POND & OUTFLOW	1.00	LS	114,000.00	114,000.00
300	TV INSPECTION FOR RCP	1,375.00		1.50	2,062.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRAND TOTAL					\$2,430,185.50

NOTES:

CLARIFICATION

- Final grading (crushing/processing base with reclaimer and compacting) for concrete placement NOT included in pricing
- Detention pond is bid assuming all fill material will be on site
- Includes 1 mobilization, additional mobilizations will be \$10,000
- Items and quantities are based on bid sheet provided.
- All material excavated will be stockpiled on site
- All grading to be completed within tolerance (+/- 1/10') before concrete scope begins
- Concrete test and density test are only tests being provided
- Firm, flat, compacted subgrade 3' behind curb or edge of pavement will be required for slipform paver trackline
- DDM is not responsible for excessive yield loss due to subgrade issue (out of tolerance)
- Quote includes sawing and sealing of concrete
- DDM must have a 4 weeks notice prior to commencement of operation
- This quote is valid for 60 days from the bid date

EXCLUSIONS

- Permits and fees
- Traffic control
- SWPPP (Storm Water Pollution Protection Plan)
- Erosion Control
- Handling existing contaminated dirt/water
- Street sweeping caused by others
- Existing utility relocation
- Landscaping
- Pavement markings
- Temporary signs
- Backfilling curb
- Street Headers
- 2nd year maintenance bond
- Sales Tax
- Any items not explicitly detailed/ stated in the civil drawing packages
- Damage to existing unknown utilities not shown on the plans
- Removal of any unforeseen existing structures or buried pipes



Construction, LLC

RPM xConstruction, LLC.

5208 TENNYSON PKWY STE 130

PLANO, TEXAS 75024

SENIOR ESTIMATOR: JOSH VARILEK jvarilek@rpmconstruction.com

CELL: 469-929-1953 OR 214-577-2159

PROJECT: SHADY HOLLOW ESTATES

LOCATION: DALLAS, TX

BID DATE: November 2, 2022

PROPOSAL TO BE VALID FOR 30 DAYS

BASE PROPOSAL - PAVING SCOPE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
PAVING SCOPE - SHADY HOLLOW ESTATES					
1	6" CONCRETE PAVEMENT (#3'S @ 24" OCEW)	14,245	SY	\$ 70.50	\$ 1,004,272.50
2	6" PROCESS & GRADE EXISTING SUBGRADE (NO FLEXBASE OR LIME STABILIZATION)	15,762	SY	\$ 3.75	\$ 59,107.50
3	16' DRIVE APPROACH	73	EA	\$ -	NO BID
4	4' CONCRETE SIDEWALK (4")	5,400	LF	\$ 28.50	\$ 153,900.00
5	STREET SIGN POLES	5	EA	\$ 250.00	\$ 1,250.00
6	STOP SIGNS	5	EA	\$ 85.00	\$ 425.00
7	STREET SIGNS	5	EA	\$ 110.00	\$ 550.00
8	BARRIER FREE RAMPS	12	EA	\$ 2,400.00	\$ 28,800.00
SUBTOTAL PAVING - SHADY HOLLOW ESTATES =					\$ 1,248,305.00
ADDITIONAL PAVING SCOPE					
1	CONCRETE HEADER	34	LF	\$ 35.00	\$ 1,190.00
2	TYPE III BARRICADE	1	EA	\$ 3,250.00	\$ 3,250.00
3	REMOVE BARRICADE & CONNECT TO EXISTING	2	EA	\$ 1,600.00	\$ 3,200.00
4	MAINTENANCE BONDS	1	LS	\$ 25,000.00	\$ 25,000.00
SUBTOTAL ADDITIONAL PAVING SCOPE =					\$ 32,640.00
PAVING PROPOSAL TOTAL (SHADY HOLLOW ESTATES)					\$ 1,280,945.00

SUBSTANTIAL COMPLETION: 25 WORKING DAYS

FINAL COMPLETION: 15 WORKING DAYS

CLARIFICATIONS:

- ~ ANY ITEMS NOT SPECIFICALLY MENTIONED ABOVE ARE UNDERSTOOD TO BE EXCLUDED
- ~ PROPOSAL BASED ON PAVING PROJECT AT ONE TIME WITH ONE MOBILIZATION (NO MULTIPLE MOBILIZATIONS OR PHASING OF PAVING CREWS AND/OR BATCH PLANT)
- ~ THIS PROPOSAL IS BASED ON CURRENT FUEL RATES, IF FUEL COSTS INCREASE \$0.50 WE RESERVE THE RIGHT TO RENEGOTIATE
- ~ NO PERMITS, CITY FEES, IMPACT FEES OR FEES OF ANY KIND
- ~ PAVEMENT SUBGRADE TO BE PROCESSED WITH RPM STABILIZER EQUIPMENT WITH ONE PASS. NO LIME STABILIZATION OR FLEXBASE AT PAVEMENT SUBGRADE
- ~ PAVEMENT SUBGRADE TO BE +/- 0.1' BY OTHERS PRIOR TO RPM MOBILIZATION
- ~ CONCRETE POURING OF INLET THROATS BY OTHERS
- ~ PAVEMENT STEEL REINFORCEMENT TO BE #3'S @ 24 C-C
- ~ CONCRETE SIDEWALK IS CONSIDERED TO BE 4" THICK
- ~ NO MAINTENANCE OR REMOVAL OF EROSION CONTROL ITEMS
- ~ NO INLET PROTECTIONS
- ~ NO STREET LIGHTING OR CONDUITS
- ~ NO CONSTRUCTION STAKING
- ~ NO BRICK PAVERS
- ~ NO STAMPED OR STAINED CONCRETE
- ~ NO PAVEMENT STRIPING
- ~ NO MATERIAL TESTING
- ~ **NO TAXES ON PERMANENT MATERIALS**
- ~ EXCLUDES REMOVAL OF CONTAMINATED OR HAZARDOUS MATERIAL
- ~ NO ASPHALT TRANSITION PAVEMENT
- ~ NO GRAVEL TRANSITION PAVEMENT
- ~ NO SOD SEEDING, CURLEX, HYDROMULCH OR WATERING

CIVIL PLANS: SHADY HOLLOW ESTATES BY LIM & ASSOCIATES DATED OCTOBER 2022

GEOTECH: NA

ADDENDUM(S): NA

Site 19 Build LLC - Project Estimate

Site 19 Build LLC has prepared the following bid for paving and drainage construction of the Shady Hollow Estates project on 11-10-2022 based on plans from Lim & Associates dated 10-15-2022. This bid is valid for 30 days and subject to adjustment based on additional information provided.

Item	Quantity	Unit Cost	Total Cost
6" 4,000PSI Reinf. conc. pvmnt (#3x24" OCEW) w/ Curb (SY)	14280	\$70.00	\$999,600
Grade preparation (SY)	16380	\$5.00	\$81,900
16' Drive approach	73	\$1,700.00	\$124,100
4ft sidewalk (LF)	5400	\$24.00	\$129,600
Street Sign Poles	5	\$300.00	\$1,500
Stop Signs	5	\$120.00	\$600
Street Signs	5	\$120.00	\$600
Barrier Free Ramp	12	\$2,260.00	\$27,120
Bonding	1	\$30,000.00	\$30,000
			\$1,395,020
5ft Storm Manhole	1	\$8,120.00	\$8,120
72in RCP Storm Drain	73	\$782.00	\$57,086
66in RCP Storm Drain	236	\$681.00	\$160,716
54in RCP Storm Drain	171	\$452.00	\$77,292
42in RCP Storm Drain	154	\$329.00	\$50,666
36in RCP Storm Drain	26	\$302.00	\$7,852
30in RCP Storm Drain	347	\$182.00	\$63,154
24in RCP Storm Drain	65	\$160.00	\$10,400
21in RCP Storm Drain	700	\$131.00	\$91,700
18in RCP Storm Drain	62	\$108.00	\$6,696
Grouted Rip-Rap SY	42	\$100.00	\$4,200
14ft Inlet	2	\$9,120.00	\$18,240
10ft Inlet	9	\$7,980.00	\$71,820
4ft x 4ft "Y" Inlet	3	\$6,980.00	\$20,940

21in Type B Headwall	3	\$4,160.00	\$12,480
72in Type B Headwall	1	\$14,360.00	\$14,360
TXDot Safety End Treatment, 18in	2	\$3,160.00	\$6,320
TXDOT Safety End Treatment, 30in	6	\$4,780.00	\$28,680
Trench Safety LF	1600	\$2.00	\$3,200
Inspection & Testing	1600	\$2.00	\$3,200
Bonding	1	20000	\$20,000
			\$729,002
Detention tree clearing	1	\$5,000.00	\$5,000
Detention excavation/grading	2000	\$10.00	\$20,000
Vegetation	1	\$5,000.00	\$5,000
Inspection & Testing	1	\$5,000.00	\$5,000

Project Background

- September 6, 2018, City Plan Commission approves plat S178-288 with conditions:

The following chart provides the data for compliance Development regulations for the proposed

Subdivision with the Community Unit Development Regulations for the proposed subdivision:

Total number of lots: 73

Total Lot Area 777,894 sq.ft

Lot Area needed for 25% reduction 194,473 sq. ft.

Lot area reduction allowed [1,875 sq. ft.flat; (25%)] 78,660 sq. ft.

Open space provided 138,520 sq. ft.

R-7.5(A) lot area required: 7,500 sq. ft

Allowed lot area reduction (25%) per lot 1,875 sq. ft.

Minimum lot area allowed 6,000 sq. ft.

Smallest lots 6,000 sq ft.

- **Condition 12 of CPC approval:**

Detention may be required if the capacity of available outfall is not adequate to carry the developed runoff. Section 51A-8.611(e).

Apportionment Basis - SEC. 51A-1.109.

(a) Exactions must be related and proportionate.

(1) *No exactions may be imposed unless the exactions are:*

(A) *related to the needs created by the property development project; and*

(B) *roughly proportionate to the impact of the property development project.*

(2) *No precise mathematical calculation is required, but the city must make an individualized determination that the required exaction is related both in nature and extent to the impact of the property development.*

Street apportionment

- Internal Streets
 - Wenatche Dr, Pierre St, Juneau Ave and Montpelier Ln area construction and dedication are roughly proportionate to needs created by development.
- External street Los Angeles Blvd
 - SEC. 51A-8.603 requires construction of a minor street and storm drainage along the perimeter of the proposed plat.
 - City did not require street construction and drainage during platting of school and church properties or creation of park, which places an unequal burden on the development of Shady Hollow Estates to resolve drainage & other issues

- City uses unimproved Los Angeles Blvd ROW for access to Doris Berry park and identifies park for access at Blue Ridge Blvd in the Los Angeles Blvd ROW. Park address with Dallas County Assessment District is on Cockrell Hill Rd, but no reasonable access is provided on Cockrell Hill Rd, with steep overgrown terrain and barbed wire fencing. Park was established in 1996. Dallas park master plan includes over \$1M in proposed improvements for park.
- The Five Mile Creek Urban Greenbelt plan created in partnership with the City of Dallas Park and Recreation Department proposes to use the Los Angeles Blvd ROW frontage of Doris Berry Park to provide access to the Kiest greenbelt.
- Park area has not been platted, but includes minor improvements and exists in a condition that uses Los Angeles Blvd ROW for drainage and access, with future use options likely to primarily use Los Angeles Blvd upon improvement, which will provide a large public benefit.
- This street as designed partially benefits proposed development, but is outside platted area, and largely benefits City of Dallas park land access and future development. Proposed street area is approximately 31,310SF.
- Proposed plat has been designed to incorporate this street to gain some benefit, but required construction largely benefits other properties. Construction of Los Angeles Blvd is further required due to no street connectivity provided by Blue Ridge Estates development to continue Wenatche Dr to the north and serve the development from multiple points
- *Stafford Estates*, 135 S.W.3d at 631-34 has found that a general requirement to construct an abutting street as a general rule does not meet the rough proportionality requirement of apportionment rule, and City did not require this for other land fronting Los Angeles Blvd.
- Shady Hollow Estates benefits at a minor level from street construction and does not have a reasonable option to avoid construction as other properties have/had due to code requirement and zoning limitations of double frontage and setbacks..
- Construction of Los Angeles Blvd on City property also creates increased drainage requirements which should not be counted against any drainage needs created by the development, as the street is not part of the plat. The construction of this street in part also requires additional costs to facilitate drainage requirements at current standards to resolve issues left unresolved by other parcel development places an unequal burden and unequal requirement on construction of this street by Shady Hollow Estates.
- Shady Hollow Estates will benefit from Los Angeles Blvd street construction by fronting 6 lots onto this street. The construction of the internal street Wenatche Blvd at a similar length allows for the service of 24 lots. As such Shady Hollow Estates benefits from street frontage area at 25% of typical internal street benefit.
- Traffic usage for the street will predominantly serve outside traffic upon eventual completion of street improvement to Blue Ridge Blvd. Shady Hollow Estates will contribute less than 10% of traffic usage to street at eventual completion.

- Alleys

- City agreed to remove requirement to provide alley turn-around condition of plat approval item 18 due to loss of property flag portion at north-west corner of property due to improper conveyance at purchase.
- Code sections cited on CPC letter for approval item 15 (Sections 51A-8.602(c), 51A-8.604(c) and 51A-8.611 (e).) refer to minor streets, not alleys.
- City code SEC. 51A-8.507 (a) indicates alleys are only required based on street width and zoning. This plat does not require alleys due to wider street provisions internally.
- Dedication required to alley way at north of project of 3142sf is not required for proposed street type internal to project; required dedication is not related and proportionate to the impact of the plat.
- Dedication required to alley way at east of project of approximately 2044sf are not required for existing use or proposed use of platted property; required dedication is not related and proportional to the impact of the plat.
- Dedication required to alley way at south of project of approximately 1601sf is not required for existing use or proposed use of platted property; required dedication is not related and proportionate to the impact of the plat.
- Overall existing alleys were dedicated by previous platting and intended or required for use of other properties. Updated City of Dallas requirements for wide alley dedications are not created by this project and should be compensated accordingly due to loss of project land area.
- If previous platting had used different street and utility planning without alleys, additional dedication would not be required by this project. Required dedications are not proportionate to proposed plat and usage.
- Proposed project includes driveways and utilities at front of lots, with all resident and service traffic on internal streets. No effective addition to alley usage or traffic allows for current alley width to adequately serve reduced requirements. Proposed development does not create a need for additional alley width and dedication requirement is not proportional to needs of development.

Drainage apportionment

- In 2018, City of Dallas approved Blue Ridge Estates plat and engineering which provided for detention in open space. Blue Ridge Estates drainage plans allowed for built-out runoff of Shady Hollow Estates.
- In 2019, City of Dallas adopted the 2019 Drainage Design Manual. Updated manual requires increased runoff calculations which make downstream development to the north out of compliance with new drainage calculations both for existing and proposed conditions
- Compliance with new drainage calculations requires detention to be provided for in Shady Hollow Estates due to large amount of off-site rainfall which new regulations calculate to have greater flow requirements

- On July 20, 2022, Director of Engineering informs Shady Hollow Development that detention cannot be part of open space, and requires separate land area, which reduces development options for number and size of lots
- Effect of 2019 Drainage Plan and determination of Director of Engineering effect a reduction in land use potential and is a taking as described by case law. Under 1991 Drainage Design Manual in place at time on platting, this project would likely not have required detention due to adequate outfall condition. Blue Ridge Estates project to the north was developed after plat approval for Shady Hollow Estates and created a limited out-flow condition as calculated by current guidelines.
- Under the 2019 Drainage Design Manual, the existing conditions and outflow are not in compliance with updated runoff coefficient numbers. The City of Dallas is requiring Shady Hollow Estates to resolve existing outflow restrictions in Blue Ridge Estates which are insufficient for undeveloped or developed flow under current rainfall models, as well as to resolve increased runoff volume calculations for off-site rainfall.

City code regarding requirements of detention:

(c) Detention.

(1) Detention facilities required in this subsection must be designed to provide detention for the one-percent, two-percent, 10 percent, and 50 percent annual chance storm events.

Detention must be provided in the following instances:

(A) The property to be platted is in or drains through the escarpment zone or a geologically similar area as defined in Division 51A-5.200 of this chapter.

(B) The development of the platted area results in an increase to the existing rate of runoff due to a rezoning of the platted area that allows higher density. Detention will not be required if:

(i) the rezoned area is in the redeveloped area and there is no increase in impermeable surface;

(ii) the change in zoning results in less than a 20 percent increase in the runoff, and the area rezoned is less than 3 acres, or an adequate outfall exists to handle the developed discharge; or

(iii) the rezoned area is less than one acre in size and adds less than 5,000 square feet of additional impervious surface relative to existing conditions.

(C) The proposed development does not have adequate outfall to carry the one-percent annual chance storm event without damaging property downstream, or the owner of downstream property refuses to provide the needed easements to the city. Detention will not be required under this subparagraph if the owner funds and constructs the storm drainage system to provide a one-percent annual chance storm event runoff carrying capacity.

The City of Dallas approved the Blue Ridge Estates development and paid for the drainage infrastructure, which created an out-flow limit to the Shady Hollow Estates project, and subsequently adopted a new Drainage Design Manual requiring further detention based on

flows originating off-site and now created by the development. The requirement for detention on Shady Hollow Estates has been created by City actions and off-site conditions. The resulting requirement for detention provides primary benefit to off-site properties by bringing them into compliance with current drainage requirements in exchange for reduced development area and development quality in Shady Hollow Estates.

The City of Dallas approved plats of Zion Apostolic Church and Thomas A. Tolbert elementary school without construction of Los Angeles Blvd. along the plats. Construction of this street would likely have reduced drainage requirements on Shady Hollow Estates and provided additional options to facilitate runoff originating from park, school and other developed properties.

The City of Dallas approved a site plan for Thomas A Tolbert elementary school which allowed for drainage flow to cross onto the tract now proposed to be Shady Hollow Estates across the Los Angeles Blvd ROW. Drainage flow could have or should have been redirected north to Blue Ridge Blvd through the Los Angeles Blvd ROW, especially if this street had been constructed at that time.

The resulting conditions and requirements for remediation require much larger inlets and pipe to accept flow which generates from off-site areas. Much of the required inlets and conveyance resolve existing conditions on City of Dallas property, bringing it into compliance with new requirements.

The net impact of this development on existing drainage patterns is a small increase in drainage flows which could likely be provided for without detention or by utilizing other dedicated portions of the project to avoid the loss of land area that current requirements necessitate, especially if a reduced out-flow condition was not created by the development of Blue Ridge Estates.

The requirements of detention and higher-capacity storm drain infrastructure in order to complete the plat as originally approved in 2018 amount to an apportionment that is not related or proportionate, as it is caused by downstream development limitations, offsite runoff generation, and increased requirements by the City of Dallas. The following costs should be compensated:

- Storm drain inlets and underground pipe to convey off-site drainage across site
- Construction of detention area and outflow facilities
- Loss of land area required to be used exclusively by detention which cannot be considered open space, approximately 46,000SF of land area

Additionally, the City has determined that the land area required for detention on this project must be provided separately to the proposed open space to be dedicated on the plat. The loss of land area is unexpected and caused directly by City actions and determinations. This land could have been used for lots or natural space if the outside drainage conditions were separately resolved or if the City allowed regulations in place at the time of platting to be used in detention requirement determination. The result is an uncompensated taking by the City via

requirements for zoned development, which also negatively affects the desirability of the resulting development.

The land required to be used for detention requires grading and removal of existing trees, along with a prohibition of planting new trees. The City detention guidelines also require fencing, maintenance, and liability for the developer and future property owners. The resulting detention area reduces the value of surrounding properties significantly, and also reduces the community access to the remaining open space.

The imposed drainage and detention costs in addition to loss of land area for the benefit of other properties and the City amounts to the imposition of a burden on this property to benefit other landowners that is neither proportional or equally applied, and must be remediated through compensation for loss of land, reduced value of proposed lots, and development costs.

Surrounding lots recently valued by DCAD show lot values of \$100,000 for lots with a minimum size of 10,000SF. The lost land required by City dedications and detention could be used to create more lots or increase the size of the proposed lots under current zoning. The loss of land for detention and alleys should be valued at \$10/sf, or \$460,000..

Water and Wastewater Apportionment

SEC. 51A-1.109 (e) (5):

Cost sharing of municipal infrastructure additions or improvements between the developer and the city shall be documented in a cost sharing contract pursuant to Section 51A-8.614.

SEC. 51A-8.614 (a)

Generally. All funding requests for city cost sharing participation in municipal infrastructure additions or improvements must be approved by the city council. City participation is generally limited to items that benefit a broad population segment. The developer's apportioned share of any exaction pursuant to Section 51A-1.109 is the responsibility of the developer unless the developer, as documented in a cost sharing contract, volunteers to pay a greater proportion. If the developer volunteers to pay a greater proportion, the city has no obligation for the amount volunteered. All city participation is subject to the availability of funds. City participation must comply with Subchapter C of Chapter 212 and Chapter 252 of the Texas Local Government Code. (Ord. Nos. 20092; 20730; 21186; 23384; 25047; 26530)

SEC. 51A-8.612 (a)

"...Private development contracts for water and wastewater improvements, if needed, must comply with Chapter 49 of the Dallas City Code. ..."

SEC. 49-62. RULES REGARDING THE CONSTRUCTION AND COST OF NEW MAINS IN A DEVELOPMENT.

(a) Oversize mains. The city will participate in the cost of any oversize main the developer is required to construct, by purchasing the excess capacity in the main at the oversize cost of the main. The director's determination of the size of main necessary to adequately serve the subdivision, and the necessary degree of oversizing, is final. Oversize cost will be based upon the evaluated cost tables of Section 49-18.11 and will be paid after acceptance of the oversize main by the city.

(b) On-site extensions. The developer must construct all new on-site extensions necessary to adequately serve the development, subject to applicable city payments for participation in oversize cost under Subsection (a). Construction of an on-site extension shall be pursuant to a private development contract approved by the director and in accordance with Chapter 212, Subchapter C, Texas Local Government Code, as amended.

(c) Off-site extensions. The following rules govern the installation of and city participation in off-site extensions required to be constructed by a developer in order to adequately serve the development:

(1) The developer shall construct any new off-site extension necessary to adequately serve the development, if the city or another developer has not already commenced design or construction of the extension in connection with another development or project, subject to applicable city payments for participation in oversize cost under Subsection (a).

(2) Construction of an off-site extension shall be pursuant to a private development contract approved by the director and in accordance with Chapter 212, Subchapter C, Texas Local Government Code, as amended. The off-site extension construction may be included as a part of any private development contract for construction of on-site extensions or other infrastructure within the development, provided the rules of this article are complied with. The city will participate in the cost of the off-site extension by purchasing the extension, after completion and acceptance by the city, for the total evaluated cost of the extension. City payment will be made in the manner provided in this subsection.

(3) The city will make payment for purchase of the off-site extension based upon new connections to the extension, at the applicable rate stated in Section 49-18.15(a). The developer or other person entitled to payment under Subsection (c)(5) must request payment in writing, and provide addresses and lot and block numbers for new connections, on a semi-annual basis or on such other basis as prescribed by the director in order to better facilitate proper payment. However, if the development requiring the off-site extension and the surrounding property through which the extension is constructed are, at completion of construction, fully developed in a manner consistent with its zoning so that all or substantially all of the new connections to the extension capable of being made are actually made and no additional new connections are expected or required, the full amount of city payment owed to the developer will be made upon acceptance of the extension instead of the rated payment method described above.

The developer requests that full payment for off-site construction costs as requested, due to conditions created by other development which necessitate off-site construction and the fully developed area in which no new connections are expected.

Chapter 49 does not appear to allow for an apportionment process on off-site mains in a cost-sharing contract, or determines those through the code above. The private development contract for these mains has been approved and the developer requests compensation under the off-site main purchase process at full construction value after completion and acceptance of mains, including those in Los Angeles Blvd.

City of Dallas Development and Design Procedure and Policy Manual, Section 4.2:

When water and/or wastewater mains are to be constructed, they shall extend the entire length of the property to be platted or developed regardless of the location of the water and/or wastewater services. This will ensure the neighboring properties can extend these mains when required. The only exception will be if surrounding property cannot be served by the extension of these mains, then the mains can end after the services. This will be determined by the Sustainable Development and Construction Water / Wastewater Coordinator.

Summary of actions which result in extra costs to develop land

- Blue Ridge Estates did not provide adequate drainage outfall to meet current drainage outfall calculations
- Blue Ridge Estates did not provide water or wastewater extensions to site, and did not provide easements to allow any connection through property as required by the 2015 City of Dallas Development Design Procedure and Policy Manual in section 4.2.
- City of Dallas adopted 2019 Drainage Design Manual under which current undeveloped conditions exceed outfall capacity of existing infrastructure, and existing land surrounding property is not compliant with new requirements, causing an unequal burden to be placed on the development of Shady Hollow Estates
- City of Dallas did not require Los Angeles Blvd to be constructed at time of platting for church or school or provide water, wastewater or drainage improvements
- City of Dallas did not require drainage redirection from school property away from Shady Hollow Estates at time of platting and/or construction
- City of Dallas did not provide for drainage accommodation at time of park planning, dedication, or construction
- City of Dallas determined that required detention cannot be part of open space, and must be provided for by taking from land which could otherwise be used for lot area

Compensation Summary

The Shady Hollow Estates development has approval conditioned on several improvement requirements. Shady Hollow Development LLC requests compensation for improvements outside the platted area as follows:

Los Angeles Blvd - Paving and Drainage

- 65% of paving and grading costs for Los Angeles Blvd along west boundary of plat (25% for lot access of 6 lots and 10% for site traffic utilization):
 - 34,240SF of grading and road base preparation: 3,806SY at \$5/SY - \$19,030
 - 30,310SF of paving: 3,367SY at \$70/SF - \$235,690
 - Total: 65% of \$254,720 = **\$165,560**
- 100% of storm drain costs for Los Angeles Blvd:
 - Installation of 1 5ft storm manhole: \$8,120
 - Installation of 1 14ft storm drain inlet: \$9,120
 - Installation of 2 10ft storm drain inlets: \$7980/ea - \$15,960
 - Installation of 1 4x4 "Y" inlet: \$6,890/ea - \$6,890
 - Installation of 62LF of 21in RCP: \$131/LF - \$8,122
 - Installation of 29LF of 24in RCP: \$160/LF - \$4,650
 - Installation of 105LF of 30in RCP: \$182/LF - \$19,110
 - Installation of 26LF of 36in RCP: \$302/LF - \$7,852
 - Installation of 154LF of 42in RCP: \$329/LF - \$50,666
 - Installation of 22LF of 54in RCP: \$452/LF - \$9,944
 - Total: **\$140,434**

Water and Wastewater

Los Angeles Blvd - Water and Wastewater

- 1181LF of 8in DR14 water line in Los Angeles Blvd (subtract 25ft for each of 6 lots fronting onto Los Angeles Blvd from total length of 1331LF): \$43/LF - \$50,783
- Connect to existing water main in Blue Ridge: \$8,000
- 271LF of 8in SDR26 wastewater line in Los Angeles Blvd (subtract 25ft for each of 6 lots fronting onto Los Angeles Blvd from total length of 421LF): \$33.50/LF - \$9,078
- 1 4ft wastewater manhole: \$4,500

Alley - Wastewater

- 571LF of 8in SDR26 wastewater line: \$33.50/LF - \$19,128.50
- 2 4ft manholes: \$4,500/ea - \$9,000.00
- Connect to existing manhole: \$3,000.00
- Remove and replace pavement: \$15,000
- Total: **\$118,489**

In addition to the improvements above outside the platted area, the following requirements for dedications and construction inside the platted area are not proportional to the needs created by the development:

Alleys - Dedication

- Dedication of 6,787SF of alleys at \$10/sf, **\$67,870**

Detention - Loss of Lot Area and Construction

- Loss of lot area to detention space of 46,000SF at \$10/sf, \$460,000
- Construction of detention area:
 - Tree removal: \$5,000
 - Grading: \$20,000
 - 62LF of 18in RCP: \$108/LF - \$6,696
 - 2 TXDOT safety end treatment 18in: \$3,160/ea - \$6,320
 - 242LF of 30in RCP: \$182/Lf - \$44,040
 - 6 TXDOT safety end treatments 30in: \$4,780/ea - \$28,680
 - 308LF of fencing: \$22/LF - \$6,760
 - Vegetation: \$5,000
 - Total: \$123,496
- **Total Detention Dedication and Construction: \$583,496**